



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

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

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Andrea Cunningham

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Planning Director Tory Carpenter

Parks & Community Services Director Andy Binz

Community Events Coordinator Johnna Krantz

DSRP Events Coordinator Caylie Houchin

Building Official Shane Pevehouse

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following

day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

CONSENT AGENDA

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

- 1.** Approval of the February 20, 2024, City Council regular meeting minutes.
- 2.** Approval of Rate Increase from Bojorquez Law Firm, P.C. Sponsor: Mayor Bill Foulds, Jr.
- 3.** Approval of a Resolution approving the Traffic Control Plan for Road Closures Related to the April 8, 2024 Total Eclipse. Sponsor: Council Member Sherrie Parks
- 4.** Approval of a Resolution finding that the Founders Day Parade Scheduled to be held on Friday, April 26, 2024, in and near the City, serves a Valid and Legitimate Public Purpose, and Authorizing the City's Support of and Cooperation with the Event and adopting the Founders Day Festival Traffic and Security Plan. Sponsor: Council Member Sherrie Parks
- 5.** Approval of a Founders Day Participation Agreement between the City of Dripping Springs and the Dripping Springs Lions Club regarding Food Vendors for the 2024 Founders Festival. Sponsor: Council Member Sherrie Parks
- 6.** Approval of a Founders Day Participation Agreement between the City of Dripping Springs and the Dripping Springs Cook-Off Club regarding Cooker's Booths for the 2024 Founders Day Festival. Sponsor: Council Member Sherrie Parks
- 7.** Approval of an Agreement between the Dripping Springs Independent School District, Dripping Springs Lions Club, and the City of Dripping Springs related to property use for the 2024 Founders Day Festival. Sponsor: Council Member Sherrie Parks
- 8.** Approval of a Founders Day Participation Agreement between the City of Dripping Springs and St. Martin de Porres Catholic Church regarding Arts & Crafts Booths for the 2024 Founders Day Festival. Sponsor: Council Member Sherrie Parks
- 9.** Approval of a Founders Day Participation Agreement between the City of Dripping Springs and the Dripping Springs Lions Club regarding the 2024 Founders Day Festival Carnival. Sponsor: Council Member Sherrie Parks
- 10.** Approval of an Ordinance for the involuntary release of one (1) property from the Extraterritorial Jurisdiction. Applicant: Steve Zoerner

BUSINESS AGENDA

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

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

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

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

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

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

- 17.** **Public hearing, discussion, and consideration of approval of an Ordinance Approving a Master Sign Plan for Trailhead Market.** *Applicant: Carrie Wood, Ion Art*
 - a. Applicant Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Ordinance

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

- a. Applicant Presentation
- b. Staff Report
- c. Public Hearing
- d. Ordinance

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

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

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

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

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

CLOSED SESSION

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

22. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. Consultation with Attorney, 551.071

- 23. Consultation with Attorney and Deliberation of Real Property regarding financing for the acquisition of public property. Consultation with Attorney, 551.071 and Deliberation Regarding Real Property, 551.072**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

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

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

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

Board, Commission, & Committee Meetings

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

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

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

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

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

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

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

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

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **March 1, 2024, at 3:45 p.m.***

Cathy Gieselman, Deputy City Secretary

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



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, February 20, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

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

City Council Members present were:

Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Council Member absent was:

Mayor Bill Foulds, Jr.

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
City Secretary Andrea Cunningham
IT Director Jason Weinstock
People & Communications Director Lisa Sullivan
Planning Director Tory Carpenter
Emergency Management Coordinator Roman Baligad
Parks & Community Services Director Andy Binz
DSRP Manager Emily Nelson
DSRP Assistant Manager Lily Sellers
Building Official Shane Pevehouse
TIRZ Project Manager Keenan Smith, City Lights Design Alliance
Special Counsel Davide Tuckfield, AW
Parks Planning Consultant Brent Luck
Financial Consultant Chris Lane

PLEDGE OF ALLEGIANCE

Council Member Sherrie Parks led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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

Tom Crawford spoke regarding the need for public restrooms in the downtown Mercer Street area.

PROCLAMATIONS & PRESENTATIONS

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

1. **Presentation and update regarding the April 8, 2024, City of Dripping Spring Eclipse Event.** *People, Communications & Tourism Director Lisa Sullivan, and Emergency Management Coordinator Roman Baligad*

Lisa Sullivan and Roman Baligad gave a presentation which is on file.

CONSENT AGENDA

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

2. **Approval of the February 6, 2024, City Council & Board of Adjustment regular meeting minutes.**
3. **Approval of the January 2024 Treasurer's Report.**
4. **Approval of a Professional Services & Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
5. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and the Texas Beef Initiative regarding Weekly Roping Practices and Events at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
6. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and the Texas Hill Country Barrel Racing Association regarding the 2024 Buckle Series and Weekly Exhibitions at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*

7. **Approval of a Use Agreement between the City of Dripping Springs and Holiday and Harvest regarding the 2024 Eggstravaganza at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
8. **Approval of a Co-Sponsorship and Logo Use Agreement between the City of Dripping Springs and the Dripping Springs Ag Boosters for the 2024 Rodeo at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*

A motion was made by Council Member Parks to approve Consent Agenda Items 2 – 8. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

Via unanimous consent, the City Council heard items 9 and 10 concurrently.

9. **Discuss and consider approval of Amendment No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering related to the Old Fitzhugh Road Project.** *Sponsor: Mayor Pro Tem Taline Manassian*

Keenan Smith presented the staff report which is on file. Staff recommends approval of the agreement, and the TIRZ No. 1 & No.2 Board recommended approval 6 to 0.

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

- a. **Staff Report** – Shawn Cox presented the staff report which is on file. Staff recommends approval of the budget amendment.

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

- c. **Ordinance** – **Filed as Ordinance No. 2024-05**

A motion was made by Council Member Tahuahua to approve an Amendment No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering related to the Old Fitzhugh Road Project; and, an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget. Council Member Crow seconded the motion which carried unanimously 5 to 0.

11. **Public hearing, discussion, and consideration of approval of an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes.**

- a. **Staff Report** – Laura Mueller, Brent Luck, and Tory Carpenter presented the staff report which is on file. Staff recommends approval of the ordinance.

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

- c. **Ordinance** – A motion was made by Mayor Pro Tem Manassian to postpone approval of an Ordinance repealing and replacing Article 28.06 Landscaping and Tree

Preservation, including changing procedures, tree preservation requirements, and landscaping changes to the March 5, 2024, City Council regular meeting. Upon further discussion, Mayor Pro Tem Manassian withdrew her motion.

A motion was made by Council Member Tahuahua to postpone approval of an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes to the March 5, 2024, City Council regular meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

12. Public hearing, discussion, and consideration of approval of an Amendment to the Emergency Management Commission ordinance. *Sponsor: Council Member Geoffrey Tahuahua*

a. Staff Report – Andrea Cunningham and Roman Baligad presented the staff report which is on file. Staff recommends approval of the ordinance, and the Emergency Management Commission recommended approval unanimously.

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

c. Ordinance – A motion was made by Council Member Tahuahua to approve an Amendment to the Emergency Management Commission ordinance. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-06

13. Public hearing, discussion, and consideration of approval of an Ordinance Cancelling the 2024 Municipal Election.

Andrea Cunningham presented the item. Applicants for place on the ballot for Mayor, Council Member Place 2, and Council Member Place 4 are opposed and the 2024 Municipal Election is cancelled. Notification will be provided to the Hays County Elections Administrator.

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

b. Ordinance – A motion was made by Council Member King to approve an Ordinance Cancelling the 2024 Municipal Election. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-07

REPORTS

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

14. Planning Department Report
Tory Carpenter, Planning Director

A motion was made by Council Member Tahuahua to adjourn into Closed Session under Texas Government Code Sections 551071, Consultation with Attorney and 551.072, Deliberation of Real Property and regarding Closed Session Agenda Items 15 – 18. Council Member Crow seconded the motion which carried unanimously 5 to 0.

CLOSED SESSION

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

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

The City Council met in Closed Session from 7:00 – 7:59 p.m.

Council Member Crow recused from Closed Session Items 15 and 16, stepping off the dais and exited the Closed Session.

No action or vote was taken during Closed Session. Mayor Pro Tem Manassian returned the meeting to Open Session at 7:59 p.m.

OPEN SESSION

Council Member Crow returned to the meeting.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

March 5, 2024, at 6:00 p.m. (CC & BOA)

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

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

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

Board, Commission & Committee Meetings

February 21, 2024, Parks & Recreation Commission at 6:00 p.m.
 February 26, 2024, Transportation Committee at 3:30 p.m.
 February 26, 2024, Founders Day Commission at 6:30 p.m.
 February 27, 2024, Planning & Zoning Commission at 6:00 p.m.
 February 28, 2024, Economic Development Committee at 4:00 p.m.
 March 7, 2024, Historic Preservation Commission at 6:00 p.m.

ADJOURN

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

This regular meeting adjourned at 7:59 p.m.

APPROVED ON: *March 5, 2024*

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: March 5, 2024

Agenda Item Wording: **Approval of Rate Increase from Bojorquez Law Firm, P.C. Sponsor: Mayor Bill Foulds, Jr.**

Agenda Item Requestor:

Summary/Background: Bojorquez Law Firm has provided outside counsel services for many years. The rate increase is three percent.

Commission Recommendations: N/A

Recommended Council Actions: Approval.

Attachments: Rate Increase Letter; Rate Increase Breakdown

Next Steps/Schedule: File rate letter.



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 5, 2024

Agenda Item Wording: **Approval of a Resolution approving the Traffic Control Plan for Road Closures Related to the April 8, 2024 Total Eclipse.** *Sponsor: Sherrie Parks*

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The 35th annual Founders Day Festival is scheduled to take place from April 26 – 28. The Founders Day Festival Parade is scheduled for Friday, April 26 at 6:30PM. The 2024 Total Eclipse will take place in Dripping Springs on Monday, April 8, 2024. For the safety of all participants, volunteers, vendors, and spectators it is essential to temporarily close roads for both events.

The roads will be closed in accordance with the City's 2024 Founders Day Traffic Control Plan and the 2024 Total Eclipse Traffic Control Plan which have been approved by the City Engineer.

Recommended Council Actions: Staff recommends approval of the resolution.

Attachments: 2024 Founders Day Traffic Control Plan SIGNED (2.27.2024)
Eclipse_TCP-2024

Next Steps/Schedule: Work with City Maintenance, Law Enforcement and Traffic Control contractors to facilitate closing the roads for Founders Day Festival and the 2024 Total Eclipse. Coordinate with TxDOT during the Founders Day Parade.

CITY OF DRIPPING SPRINGS
RESOLUTION No. 2024-R____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, FINDING THAT THE ECLIPSE ACTIVITIES INCLUDING THE SUNBLOCK PARTY SCHEDULED ON MONDAY, APRIL 8, 2024, IN AND NEAR THE CITY, SERVES A VALID AND LEGITIMATE PUBLIC PURPOSE, AND AUTHORIZING THE CITY'S SUPPORT OF AND COOPERATION WITH THE EVENT.

WHEREAS, the City of Dripping Springs (“The City”) is in the path of a Total Solar Eclipse occurring on April 8, 2024 (“the Event”); and

WHEREAS, the City of Dripping Springs is the sponsor of an event known as the SunBlock Party on April 8, 2024 (“the Event”); and

WHEREAS, the City needs to close roads during the Event for safety and for the SunBlock Party; and

WHEREAS, the City Council finds and determines that the Event serves a valid and legitimate public purpose; and

WHEREAS, the City Council finds that a Traffic Control, Safety and Security Plan for the event will protect the public and the participants in the event; and

WHEREAS, the City, in recognition of the public purpose of the Event, wishes to ensure the safety and convenience of the traveling public.

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

1. The City Council hereby declares its support for, and cooperation with, the *2024 Eclipse and SunBlock Party*.
2. The City Council approves the 2024 Traffic Control, Safety and Security Plan as attached in Attachment “A”.
3. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

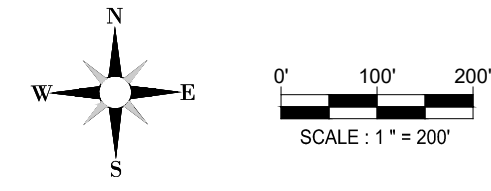
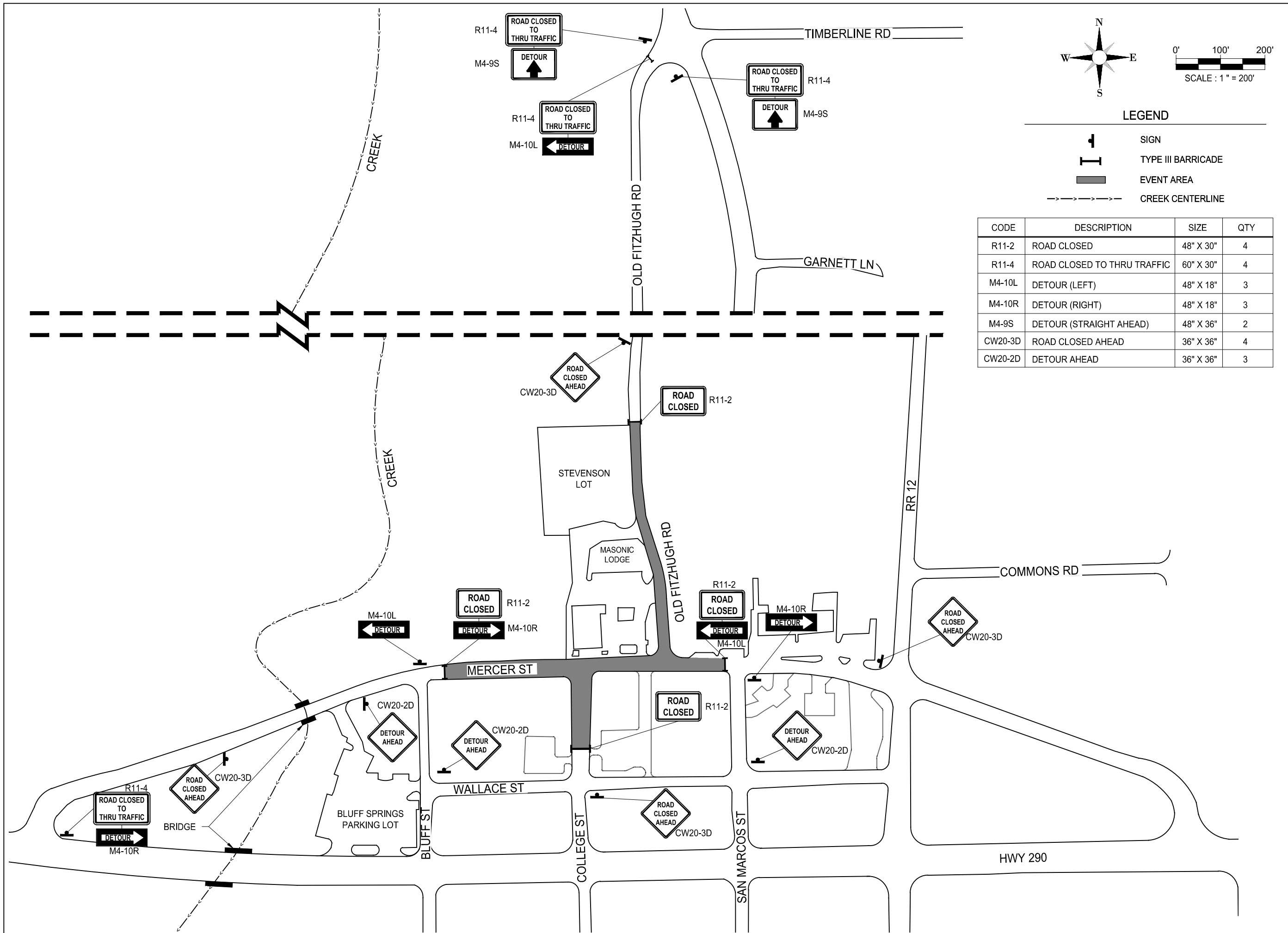
PASSED & APPROVED this, the 5th day of March 2024, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS




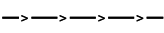
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary




LEGEND

-  SIGN
-  TYPE III BARRICADE
-  EVENT AREA
-  CREEK CENTERLINE

CODE	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED	48" X 30"	4
R11-4	ROAD CLOSED TO THRU TRAFFIC	60" X 30"	4
M4-10L	DETOUR (LEFT)	48" X 18"	3
M4-10R	DETOUR (RIGHT)	48" X 18"	3
M4-9S	DETOUR (STRAIGHT AHEAD)	48" X 36"	2
CW20-3D	ROAD CLOSED AHEAD	36" X 36"	4
CW20-2D	DETOUR AHEAD	36" X 36"	3

Item # 3.

 ENGINEERING COMPANY
 T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-8266
 9701 BRODIE LANE #203
 AUSTIN, TX 78748
 PH: 512.220.8100

ENGINEER'S SEAL:

 CHAD GILPIN
 91800
 LICENSED PROFESSIONAL ENGINEER
 16 February 2024

COPYRIGHT NOTICE:
 THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE

DATE: 2/16/2024
 DESIGNED BY: RP
 CHECKED BY: CG
 PROJ #: TCP 2024-001


 DRIPPING SPRINGS
 Texas

PROJECT:
 ECLIPSE FESTIVAL
 2024

SHEET TITLE:
 TRAFFIC CONTROL
 PLAN



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 5, 2024

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

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator/Founders Day Commission

Summary/Background: The 35th annual Founders Day Festival is scheduled to take place from April 26 – 28. The Founders Day Festival Parade is scheduled for Friday, April 26 at 6:30PM. For the safety of participants and volunteers, it is essential to temporarily close roads. The roads will be closed in accordance with the City’s 2024 Founders Day Traffic Control Plan, which has been approved by the City Engineer.

Recommended Council Actions: Staff recommends approval of the resolution.

Attachments: 2024 Traffic Control Plan
2024 Parade Resolution

Next Steps/Schedule: Work with City Maintenance, Law Enforcement and Traffic Control contractors to facilitate closing the roads for Founders Day Festival. Coordinate with TxDOT.

CITY OF DRIPPING SPRINGS
RESOLUTION No. 2024-R____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, FINDING THAT THE FOUNDERS DAY PARADE SCHEDULED TO BE HELD ON FRIDAY, APRIL 26, 2024, IN AND NEAR THE CITY, SERVES A VALID AND LEGITIMATE PUBLIC PURPOSE, AND AUTHORIZING THE CITY'S SUPPORT OF AND COOPERATION WITH THE EVENT.

WHEREAS, the City of Dripping Springs ("The City") is the sponsor of an event known as Founders Day Parade on April 26, 2024 ("the Event"); and

WHEREAS, the City needs the cooperation of the Texas Department of Transportation ("TXDOT") in the temporary closure of a portion of U.S. Highway 290 for the Event; and

WHEREAS, the City Council finds and determines that the Event serves a valid and legitimate public purpose; and

WHEREAS, the City Council finds that a Traffic Control, Safety and Security Plan for the event will protect the public and the participants in the event; and

WHEREAS, the City, in recognition of the public purpose of the Event, wishes to ensure the safety and convenience of the traveling public, and ensure that the closure of the State right-of-way will be performed within the State's requirements.

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

1. The City Council hereby declares its support for, and cooperation with, the *2024 Founders Day Parade*.
2. The City Council approves the 2024 Traffic Control, Safety and Security Plan as attached in Attachment "A".
3. The City Council requests that TXDOT approve and facilitate the temporary closure of a portion of U.S. Highway 290, specifically a portion of the westbound lanes from the intersection of Highway 290 and Ranch Road 12 to Sportsplex Drive, for the purposes of the event.
4. The City Council authorizes and directs the Mayor to execute on behalf of the City an Agreement for the Temporary Closure of State Right of Way.
5. The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.

6. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 5th day of March 2024, 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



2024 TRAFFIC CONTROL, SAFETY AND SECURITY PLAN
DRIPPING SPRINGS, TEXAS
APRIL 26-28, 2024

SCOPE:

This Traffic Control Plan (TCP) has been prepared to promote safety and convenience. The City will temporarily close Mercer Street during the annual Founders Day celebration April 26-28, 2024. Other City streets will also be temporarily closed during the celebration and this TCP includes those streets as well (Location Map attached).

This plan is based on the City's prior successful experience with traffic control during the Founders Day celebration in addition to making suggested revisions at the recommendation of the Department of Homeland Security. The celebration includes vendors and booths, a parade through the downtown area, and carnival rides. The closure of Mercer and other downtown streets allows for the parade and for attendees to move safely and visit booths.

In addition to this TCP, a traffic enforcement plan will also be implemented with the support of the Hays County Sheriff's office. Officers are to be placed at Sports Park Drive and Mighty Tiger to clear traffic during closure - one is to be available if needed for RR 12 signal. The TCP will not be implemented prior to 24 hours before the event. The TCP components will be removed, and streets will be reopened no later than 24 hours after the event.

TEMPORARY ROAD CLOSURES (LAYOUT ATTACHED):

West Mercer from Bluff to US 290 (closed to thru traffic 5PM on Thursday)
 West Mercer from Bluff to RR12 (closed 12 Noon on Friday)
 Old Fitzhugh from RR12 to Mercer (closed to thru traffic 12 Noon on Friday)
 Wallace from San Marcos to Bluff (closed 6 AM on Friday)
 Wallace from RR12 to San Marcos (closed 12 Noon Friday)
 Bluff, College, and San Marcos from US 290 to Mercer (closed 12 Noon Friday)

TEMPORARY LANE CLOSURE FOR PARADE (LAYOUT ATTACHED):

Westbound lane closure of US 290 from San Marcos to Sportsplex Drive (April 26, 2024 from 6:00 p.m. to 8:00 p.m.)

STANDARD DETAILS (REFER TO):

TXDOT BC (1) – 21 through BC (12) - 21

COA Traffic Control Detail 804S-1

SPECIFICATIONS FOR STREET CLOSURES:

The following are based on the posted speed limit of 45 MPH on RR12 and 30 MPH on other affected streets (Bluff, College, San Marcos and Mercer):

Min Taper Length	= 540 feet for RR12 and US 290 (except as shown on plans) = 180 feet for other streets
Min Spacing of Devices	= 90-110 feet on tangent and 45 feet on taper for RR12 and US 290 = 60-75 feet on tangent and 30 feet on taper for other streets
Min Spacing of Signs	= 320 feet for RR12 and US 290 = 120 feet for other streets
Size of Signs	= 48" x 48"
Barricades	= Type III

Prepared by the City Engineer:



CHAD GILPIN *2-27-2024*

Chad Gilpin, P.E.

Date



2024 TRAFFIC CONTROL, SAFETY AND SECURITY PLAN

Street Closures

This plan for street closure is designed to maintain safety for the interior area of downtown where Founders Day is located. More specifically, it is designed to prevent unauthorized vehicles from entering the Festival and to maintain orderly entrances and exits for participants.

West Mercer at Bluff Street will be closed at 5:00 p.m. on Thursday, April 25, 2024. Wallace from San Marcos to Bluff will be closed at 6:00 a.m. on Friday, April 26, 2024. East Mercer, Wallace, Bluff, San Marcos, and College Streets will be closed at 12:00 noon on Friday April 26, 2024. All streets will re-open to the general public on Sunday, April 28, 2024 when it is safe to do so.

The Founders Day Commission has entered into a Towing Agreement with Drippin' Towin' Services to tow unauthorized vehicles that violate the Street Closure Rules. Such rules have been published in the local newspapers. Signs indicating Street Closures will be posted no less than 48 hours in advance of the Festival. To help avoid accidents during the parade, rules will be provided to participants and orange cones will be used. The rules are found in a later section of this plan.

The Commission has notified the North Hays County Fire Rescue and San Marcos Hays County EMS of the Festival operations. Both entities will be on site throughout the Festival. The Commission has hired deputy sheriffs from Hay County Sheriff's Department to assist with the Festival. The hours of their patrol are included herein.

Ranch Road 12 and Mercer Street

This intersection will be closed to the public by the use of road barricades with road closure and detour signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. Headquarters for the EMS and the Sheriff's department.
2. To allow for an ingress and egress for cooks and vendors. Specifically:
 - a. To allow cooks located on Mercer St., San Marcos St., in the Wells Fargo Bank parking lot and north of the bank drive-through to exit no later than 4:30 p.m. on Friday after set-up.
 - b. To allow vendors to enter Saturday morning from 6:00 - 9:00 a.m.
3. To allow vendors to leave on Sunday when it is safe to do so.
4. Allow cooks who must leave early to exit on Sunday between 6:00 a.m. - 8:00 a.m.

No other vehicles will be allowed to use this intersection except an emergency vehicle.

Ranch Road 12 and Wallace

This intersection will be closed to the public by the use of Type III Road Barricades and Road Closed signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an entrance and egress for cooks on Friday afternoon. Specifically:
 - a. To allow cooks located on Wallace St. east of San Marcos St., and south of the Wells Fargo Bank drive-through area to exit no later than 5:30 p.m. on Friday.
2. To allow cooks to leave on Sunday when all clear is given by the Hays County Sheriff.

San Marcos and Wallace (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure and detour signs. The barricades will be manned by security personnel to allow entrance and egress. Portable toilets will also be placed at this intersection and used to limit traffic. This intersection will be used for the following:

1. To allow an entrance for cooks on Friday afternoon for set up. Specifically:
 - a. To allow cooks to enter no earlier than as allowed in at the direction of the Cook Off Club.
 - b. Cooks must present an "Entrance Form" to the attendant to be admitted.
 - c. The intersection will close at 4:00 p.m., or after the last cook enters, and remain closed until the Hays County Sheriff's department deems it is safe to open.
2. To allow an entrance for cooks on Sunday afternoon for breakdown, when Founder's Day officials and Hays County Sheriff's officers determine it is safe to do so.

Shell's drive-thru:

Portable toilets/trash roll-offs will be used as barricade here.

College and Wallace (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure sign and detour signs. The barricades will be manned by security personnel to allow entrance and egress. Roll-off trash containers, portable toilets, and a large trailer occupied by a food vendor will also be placed at this intersection and used to limit traffic. This intersection will be used for the following:

1. To allow an entrance for vendors on Saturday. Specifically:
 - a. To allow vendors to enter from 6:00 a.m. - 9:00 a.m.
 - b. Vendors must present an "Entrance Form" to the attendant to be admitted.
 - c. All vendor vehicles must be out of the downtown area after unloading by 9:00 a.m.
2. To allow an entrance for vendors on Saturday

Wallace and Bluff (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure, do not enter and one way signage. The barricades will be manned by security personnel to allow entrance and egress. The intersection is scheduled to be blocked on Friday at 12:00 noon and will not re-open until the festival ends on Sunday evening at which time the Hays County Sheriff's deems that it is safe to do so.

Mercer and Bluff:

This intersection will be closed to the public by the use of road barricades with road closure signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an exit for vendors on Saturday morning. Specifically:
 - a. To allow vendors to exit between 6:00 a.m. and 9:00 a.m.
2. To allow an egress for all vendors on Sunday.
3. To allow Garnett Propane trucks to enter and exit.

Old Fitzhugh Road and Mercer Street: This intersection will be closed to the public by the use of road barricades with road closure signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an entrance for food vendors and cooks on Friday from 12:01 p.m. until 3:00 p.m.
2. To allow an entrance for vendors on Friday from 3:00 p.m. until 4:30 p.m.

Old Fitzhugh Road and RR12: This intersection will remain open at all times. This intersection shall be marked with “Road Closed to Through Traffic” signs. Signage to be placed such that all turning movements to and from RR12 are maintained.

DEPUTY PATROL SCHEDULE

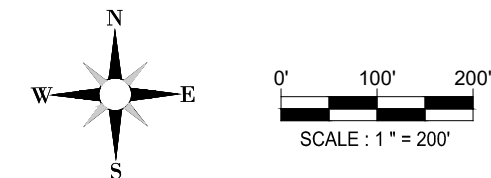
We will contract with the Hays County Sherriff's office and Spears Safeguard, LLC to provide security. Deputies and Spears Safeguard Security Officers will be present from when the streets close on April 26, 2024 at 12:00 pm until the streets re-open to the public on April 28, 2024 once deemed safe by the Hays County Sheriffs.

PARADE SAFETY

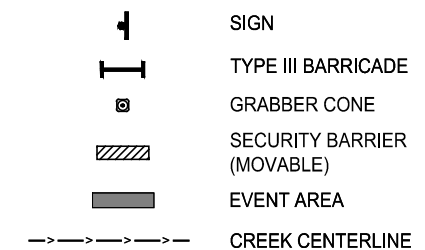
The Commission has bike racks to be used along the parade route to keep crowds from moving in to the parade route. Parade rules have also been adopted:

- Use of Alcoholic Beverages is strictly prohibited.
- Non-parade vehicles are not allowed in the staging area. The staging area consists of the old Walnut Springs Elementary School parking areas and roadways, and the DSISD Administrative campus parking areas and driveways. Participants may be dropped off at the driveway entrances to the old Walnut Springs Elementary School campus on Sportsplex Drive and walk to their designated staging area.
- Parade vehicles must enter the staging area they are assigned to at the parade safety meeting. Please observe the parade volunteer's instructions and directions.
- Only those vehicles with an official entry card will be allowed to enter the staging area. Those not holding an official entry card will not be able to participate.
- Entry cards will be provided at a mandatory parade pre-meeting held on Thursday, April 11, 2024 at 6:30 pm at [Dripping Springs Ranch Park](#):
 - Every approved parade participant must send an adult representative to the pre-parade meeting.

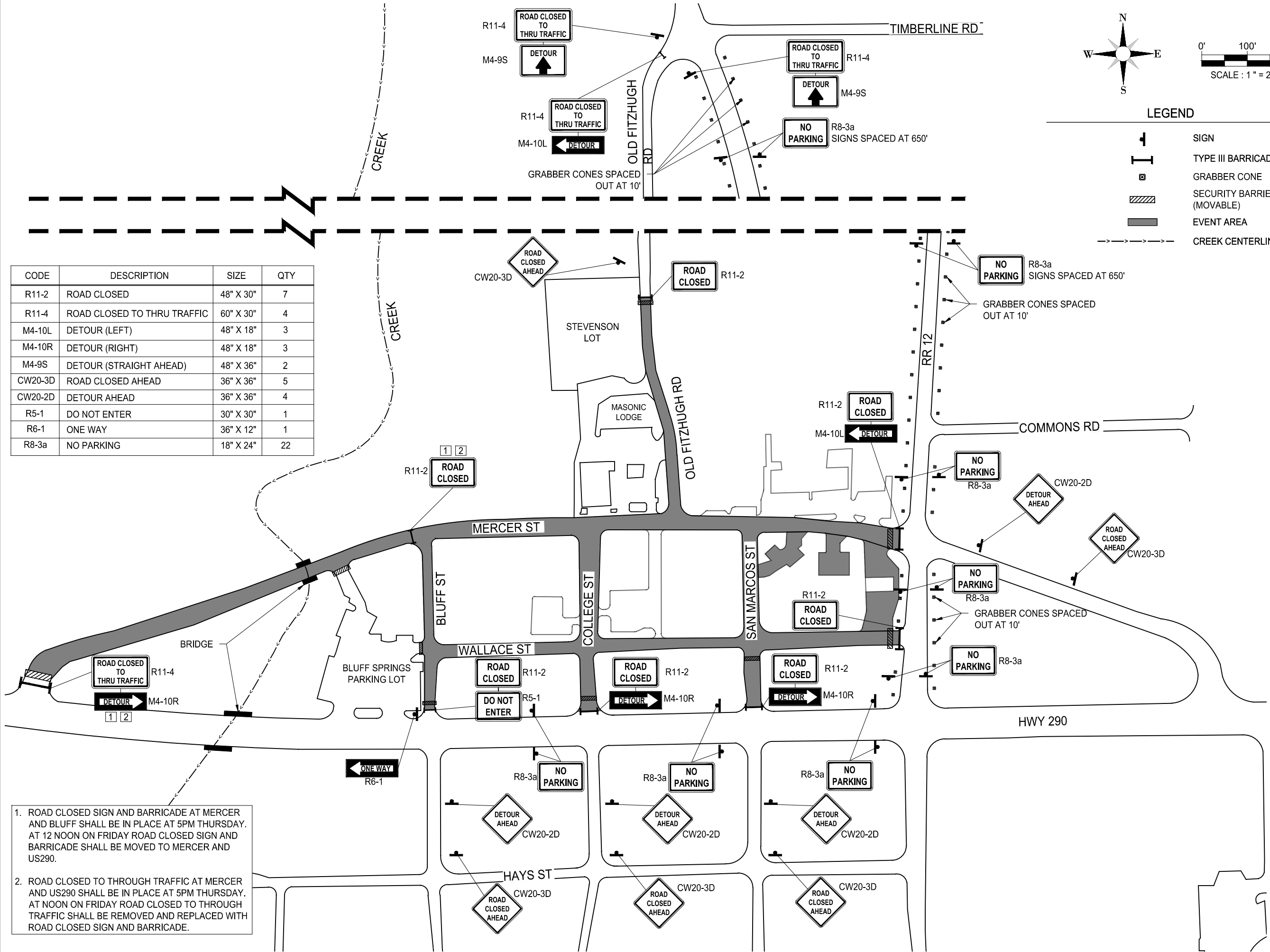
- Those entries that have been approved, but do not attend the pre-parade meeting will not be allowed to participate.
 - There will be no refunds for parade entries that have been approved and do not attend the pre-parade meeting.
-
- Driving or parking vehicles on any grassy areas of the campus is absolutely prohibited.
 - Staging will begin at 4:30pm and vehicles will be allowed to enter only until 6:00 pm.
 - Once arriving in the staging area, your group may join the line up in the designated group areas, “A”, “B”, or “C”, at your designated spot. Please observe the parade volunteer’s instructions and directions.
 - You must turn in the “Parade Participant Card” that you received at the mandatory Parade safety meeting upon arrival. Completion of this card is required so that the Master of Ceremony may properly introduce your group.
 - If your entry includes animals, you are expected to have a waste detail walking immediately behind your group with the appropriate shovels and buckets. If you do not have the appropriate clean-up detail, entry in the parade will be denied.
 - If your entry includes animals, you are expected to maintain control of your animal at all times. Riders not exhibiting control will be removed from the parade for their own and spectators safety.
 - If your group will be throwing candy, you must have an adult walker on each side and behind the float or vehicle to ensure spectators or children do not reach near or under the vehicles. Candy must be thrown underhand and at the feet of the spectators. Any group throwing overhand or directly at a spectator will be asked to stop and will not be invited to participate in subsequent parades.
 - If your group would like to throw any items other than candy, it must be approved by a parade official at the pre-parade meeting.
 - Follow the parade route and follow the instructions and directions of the parade route. Do not ask to leave the parade route early.
 - If emergency vehicles need to leave the parade suddenly to answer an emergency, please get out of the way to facilitate their departure.
 - Participants are not allowed to get on or off your float or vehicle while it is in motion or anywhere on the parade route.
 - Do not allow participants to start dismantling your float until the float has returned to the staging area and is safely parked.



LEGEND



CODE	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED	48" X 30"	7
R11-4	ROAD CLOSED TO THRU TRAFFIC	60" X 30"	4
M4-10L	DETOUR (LEFT)	48" X 18"	3
M4-10R	DETOUR (RIGHT)	48" X 18"	3
M4-9S	DETOUR (STRAIGHT AHEAD)	48" X 36"	2
CW20-3D	ROAD CLOSED AHEAD	36" X 36"	5
CW20-2D	DETOUR AHEAD	36" X 36"	4
R5-1	DO NOT ENTER	30" X 30"	1
R6-1	ONE WAY	36" X 12"	1
R8-3a	NO PARKING	18" X 24"	22



1. ROAD CLOSED SIGN AND BARRICADE AT MERCER AND BLUFF SHALL BE IN PLACE AT 5PM THURSDAY. AT 12 NOON ON FRIDAY ROAD CLOSED SIGN AND BARRICADE SHALL BE MOVED TO MERCER AND US290.
2. ROAD CLOSED TO THROUGH TRAFFIC AT MERCER AND US290 SHALL BE IN PLACE AT 5PM THURSDAY. AT NOON ON FRIDAY ROAD CLOSED TO THROUGH TRAFFIC SHALL BE REMOVED AND REPLACED WITH ROAD CLOSED SIGN AND BARRICADE.

COPYRIGHT NOTICE:
 THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

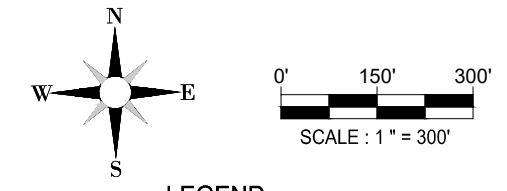
NO.	REVISION	DATE

DATE: 2/23/2024
 DESIGNED BY: RP
 CHECKED BY: RB
 PROJ #: TCP 2024-001



PROJECT:
FOUNDERS FESTIVAL 2024

SHEET TITLE:
TRAFFIC CONTROL PLAN



LEGEND

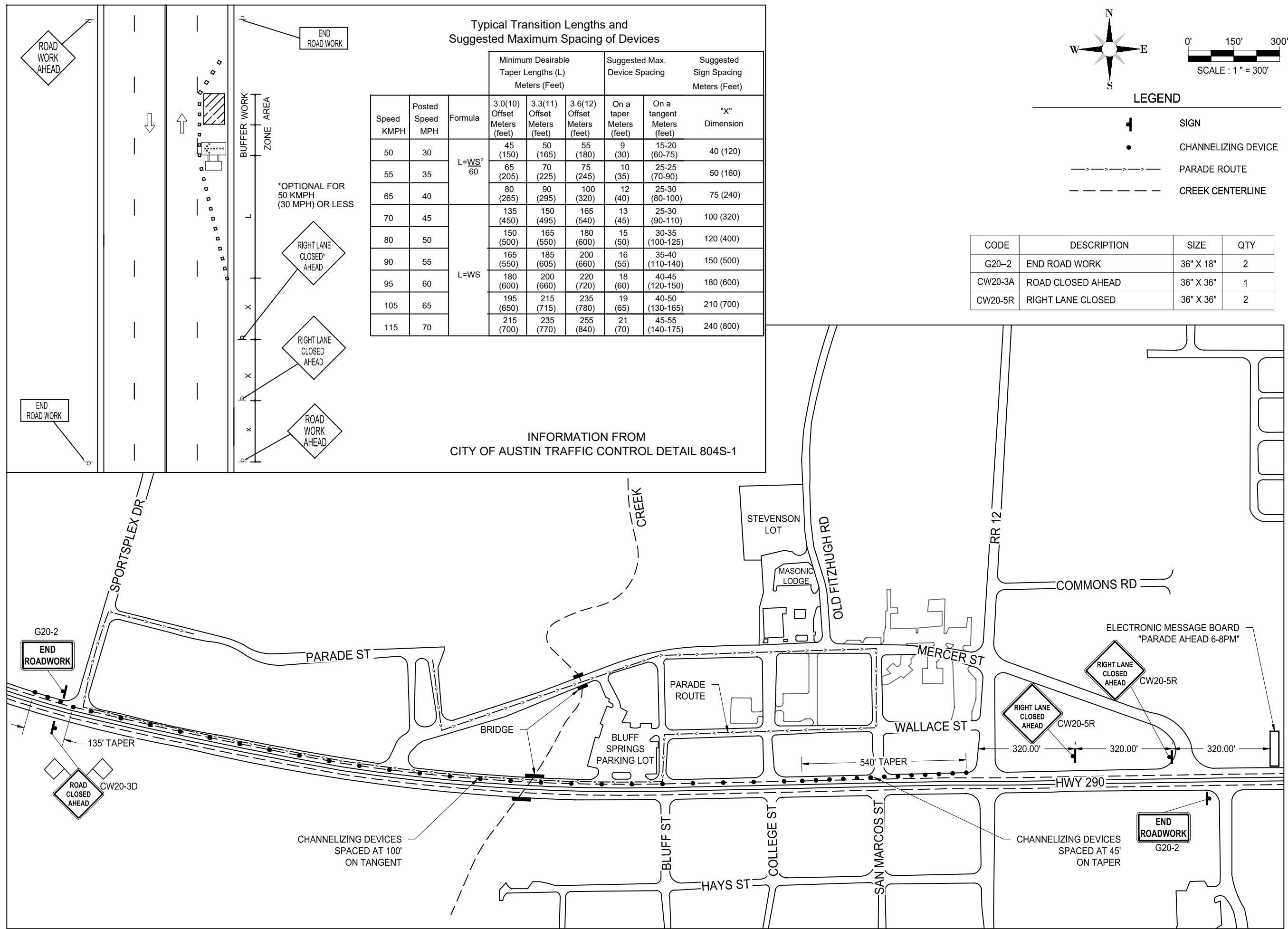
- SIGN
- CHANNELIZING DEVICE
- PARADE ROUTE
- CREEK CENTERLINE

CODE	DESCRIPTION	SIZE	QTY
G20-2	END ROAD WORK	36" X 18"	2
CW20-3A	ROAD CLOSED AHEAD	36" X 36"	1
CW20-5R	RIGHT LANE CLOSED	36" X 36"	2

Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50	30	L=WS ² / ₆₀	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
			65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	
			80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	
55	35	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
			150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	
			165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	
65	40	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
70	45	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
80	50	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
90	55	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
95	60	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
105	65	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
115	70	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	

INFORMATION FROM CITY OF AUSTIN TRAFFIC CONTROL DETAIL 804S-1



ENGINEER'S SEAL:

 CHAD GILPIN
 91800
 LICENSED PROFESSIONAL ENGINEER
 19 February 24

COPYRIGHT NOTICE:
 THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE

DATE: 2/19/2024
 DESIGNED BY: RP
 CHECKED BY: RB
 PROJ #: TCP 2024-001



PROJECT:
FOUNDERS FESTIVAL 2024

SHEET TITLE:
PARADE ROUTE

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.
11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.
2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.
2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

<p>THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov</p>
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
 FILE:

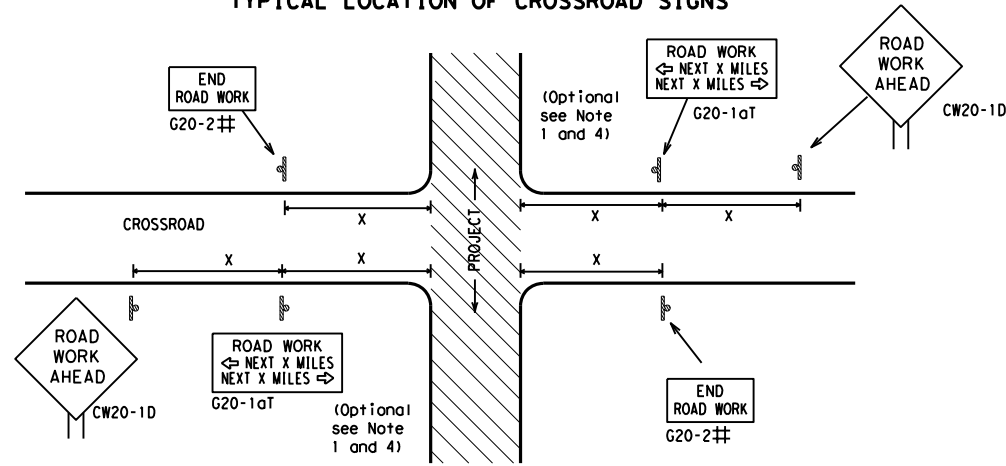


**BARRICADE AND CONSTRUCTION
 GENERAL NOTES
 AND REQUIREMENTS**
BC (1) -21

FILE:	bc-21.dgn	DN:	TxDOT	CK:	TxDOT	DW:	TxDOT	CR:	TxDOT
© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
REVISIONS		DIST	COUNTY						
4-03	7-13	<div style="border: 1px solid black; padding: 5px; display: inline-block;">28</div>							
9-07	8-14								
5-10	5-21								

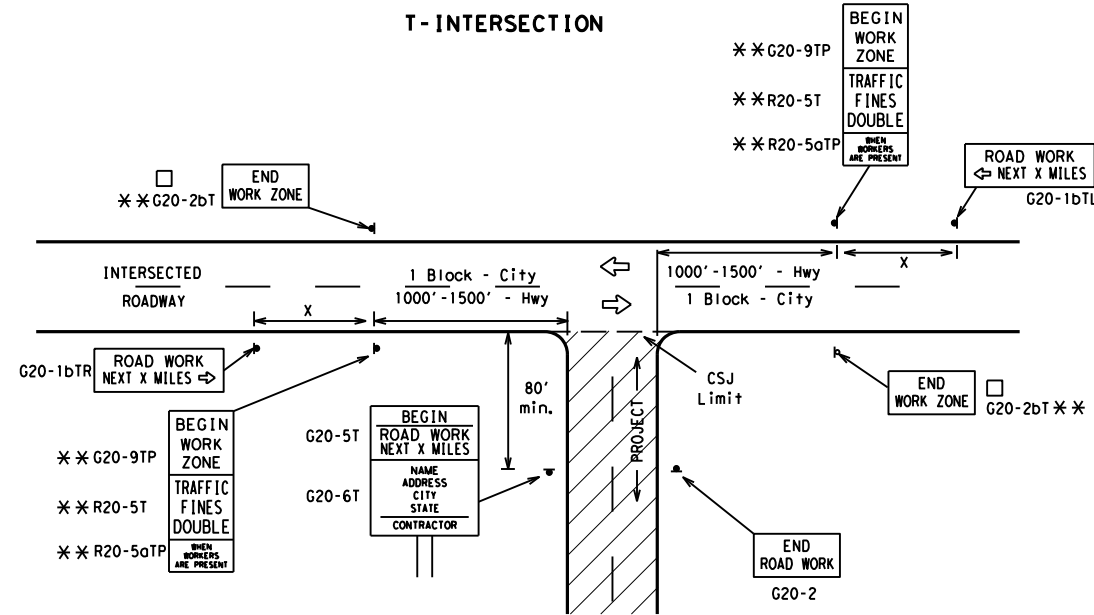
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TYPICAL LOCATION OF CROSSROAD SIGNS



- ## May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer. (See note 2 below)
- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
 - The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per TMUTCD Part 5. This information shall be shown in the plans.
 - Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
 - The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
 - Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
 - When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Sign Number or Series	SIZE		Posted Speed MPH	Sign Spacing "x" Feet (Apprx.)
	Conventional Road	Expressway/Freeway		
CW20 ⁴	48" x 48"	48" x 48"	30	120
CW21			35	160
CW22			40	240
CW23			45	320
CW25			50	400
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	55	500 ²
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	60	600 ²
			65	700 ²
			70	800 ²
			75	900 ²
			80	1000 ²
			*	* ³

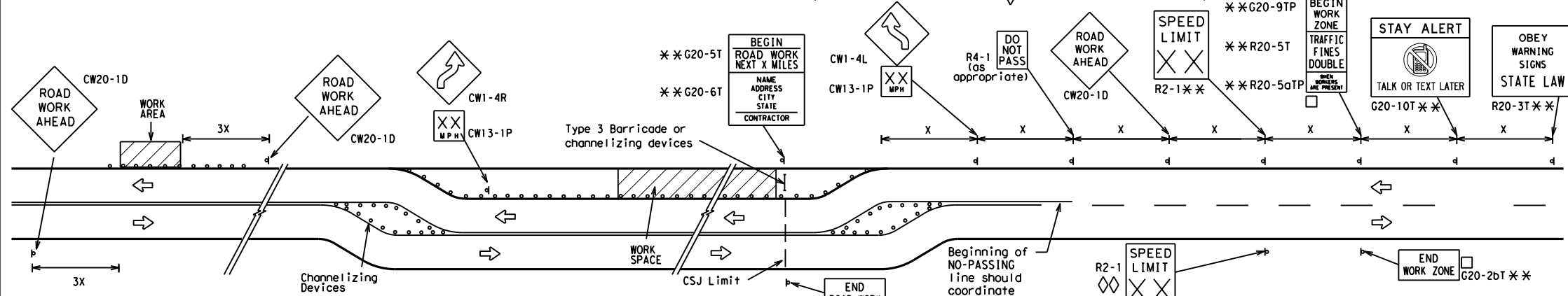
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

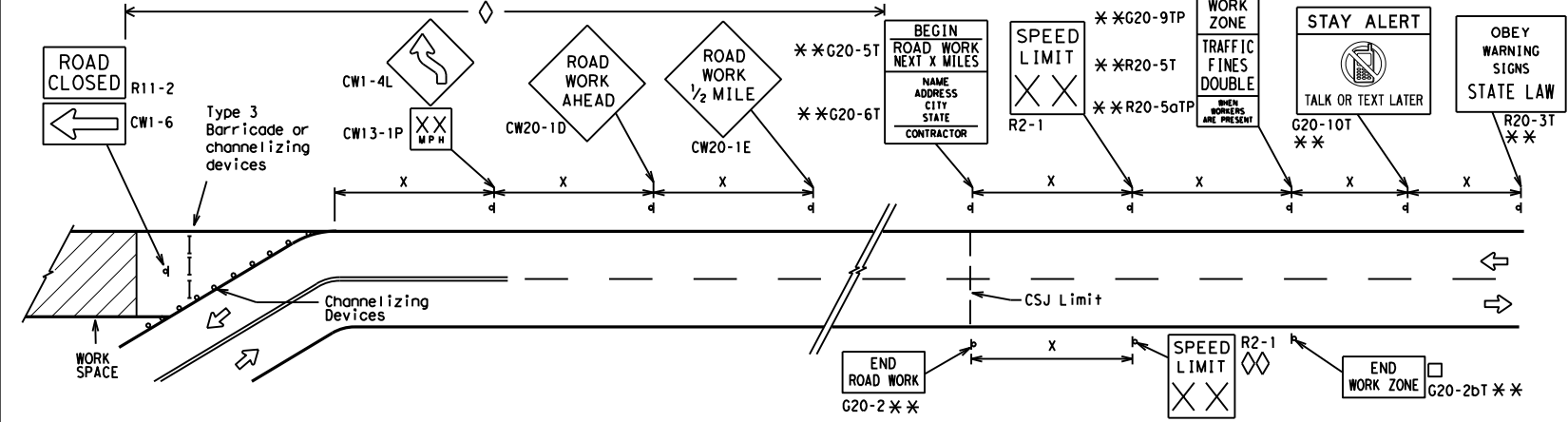
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "x" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.
 - ** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.
 - ◇ Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.
 - ◇◇ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
—	Type 3 Barricade
○ ○ ○	Channelizing Devices
—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

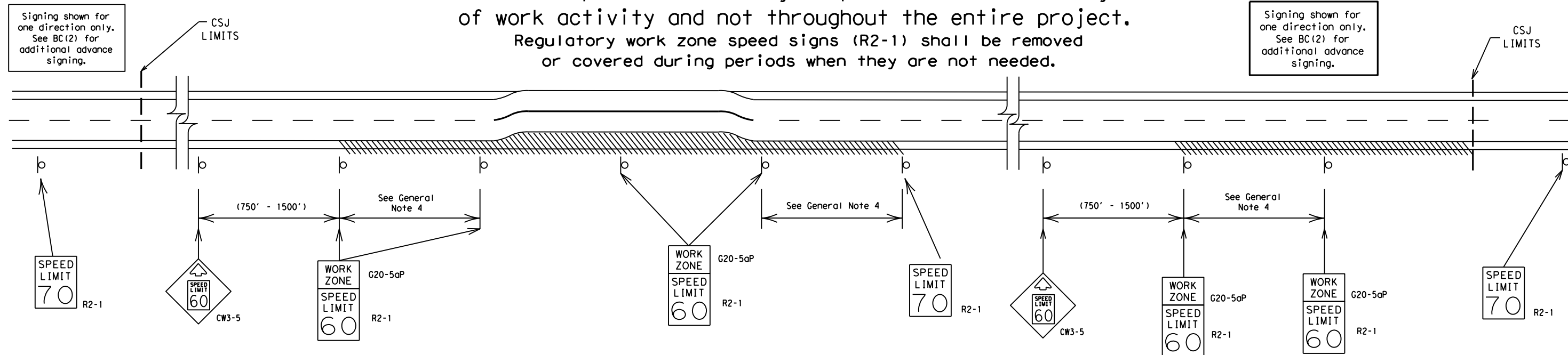
BC(2)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HWY
REVISIONS				
9-07 8-14				
7-13 5-21				
	DIST	COUNTY		

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:

40 mph and greater	0.2 to 2 miles
35 mph and less	0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- Techniques that may help reduce traffic speeds include but are not limited to:
 - Law enforcement.
 - Flagger stationed next to sign.
 - Portable changeable message sign (PCMS).
 - Low-power (drone) radar transmitter.
 - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

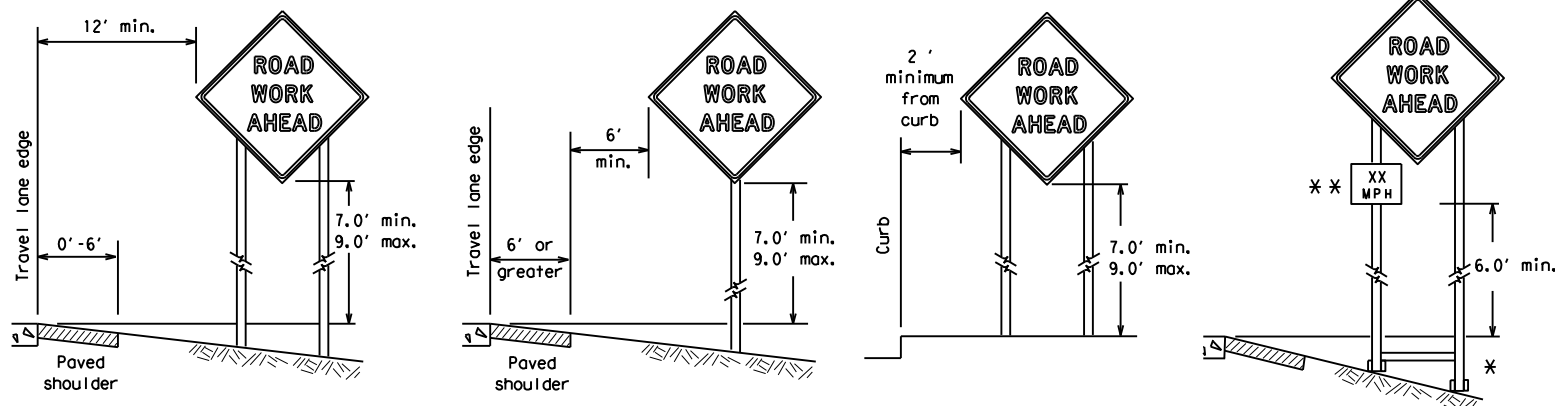
DATE:
FILE:

SHEET 3 OF 12

		Traffic Safety Division Standard	
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT			
BC (3) - 21			
FILE: bc-21.dgn	DW: TxDOT	CK: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB
REVISIONS		HATCHWAY	
9-07 8-14			
7-13 5-21			
DIST		COUNTY	
			30

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

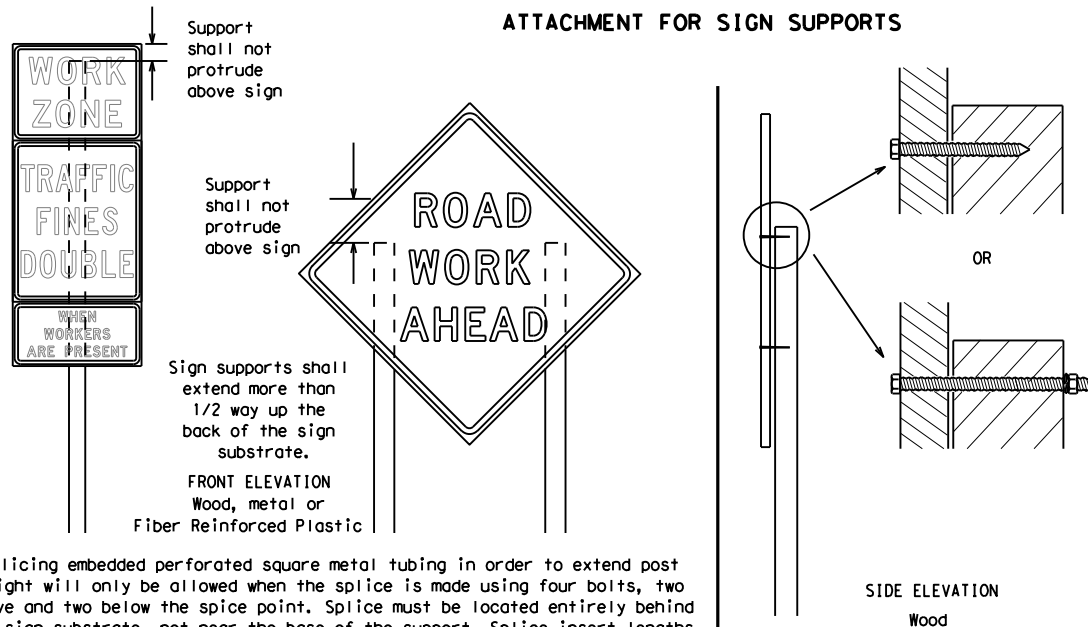
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



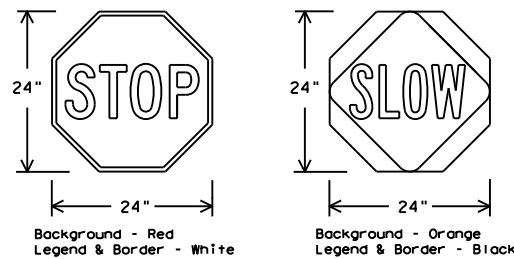
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed.
Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflective when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B _{FL} OR C _{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRs standard sheets or the CWZTC list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTC) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

Item # 4.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
 - a. Long-term stationary - work that occupies a location more than 3 days.
 - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
 - d. Short, duration - work that occupies a location up to 1 hour.
 - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTC lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTC list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

SHEET 4 OF 12



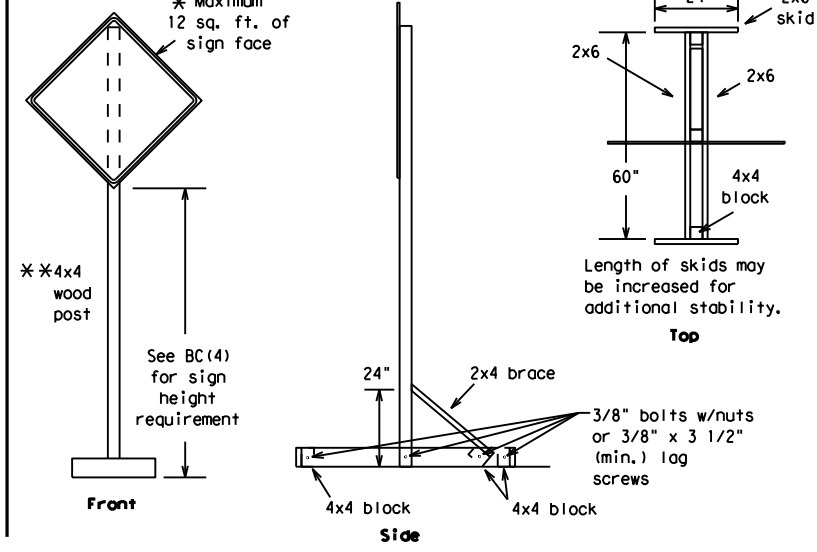
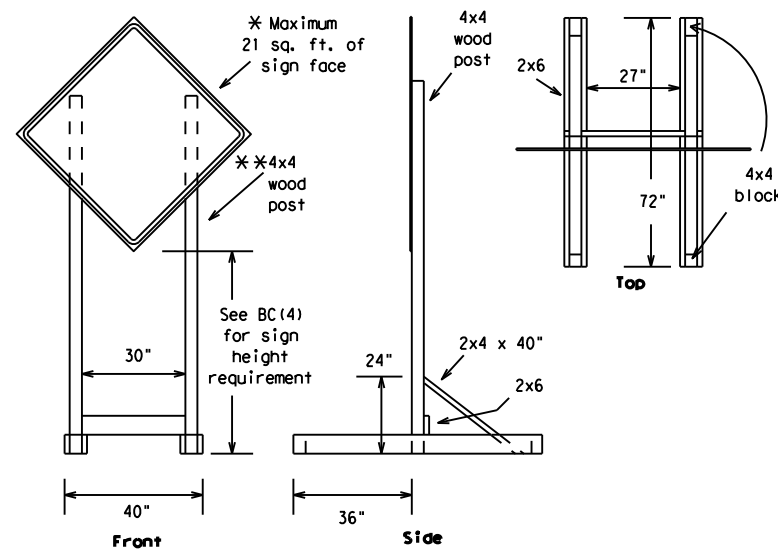
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC (4) - 21

FILE: bc-21.dgn	DN: TxDOT	CR: TxDOT	OW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	8-14			
7-13	5-21	DIST	COUNTY	31

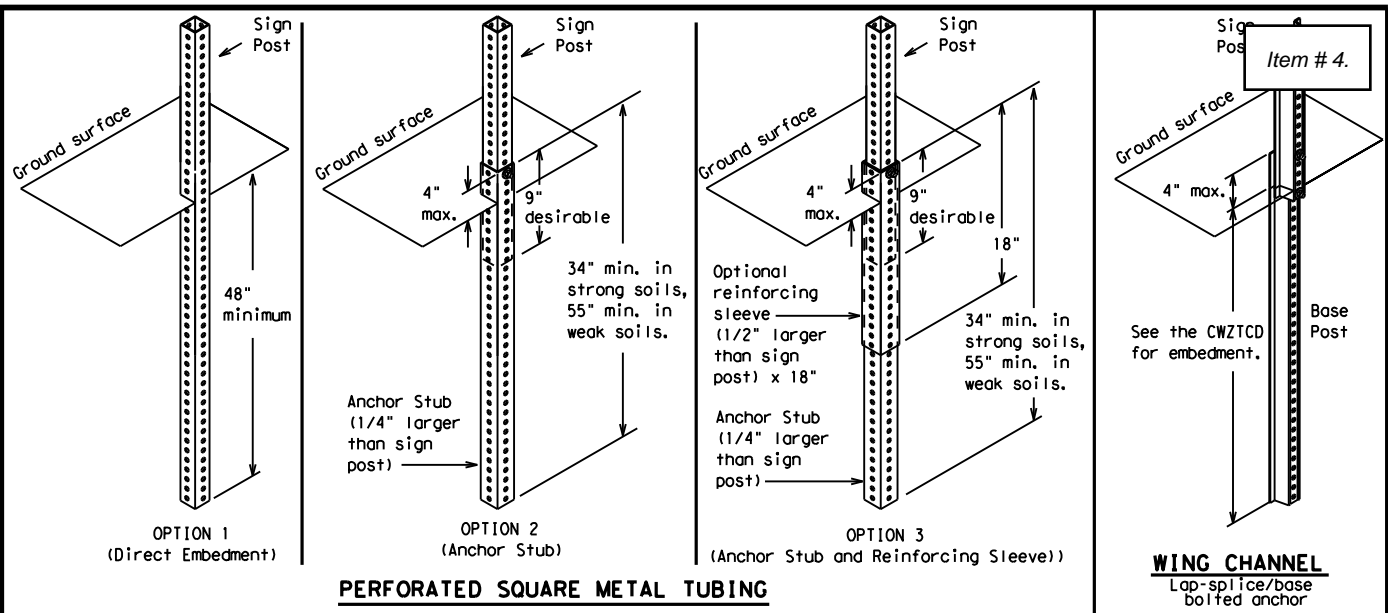
DATE: FILE:

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



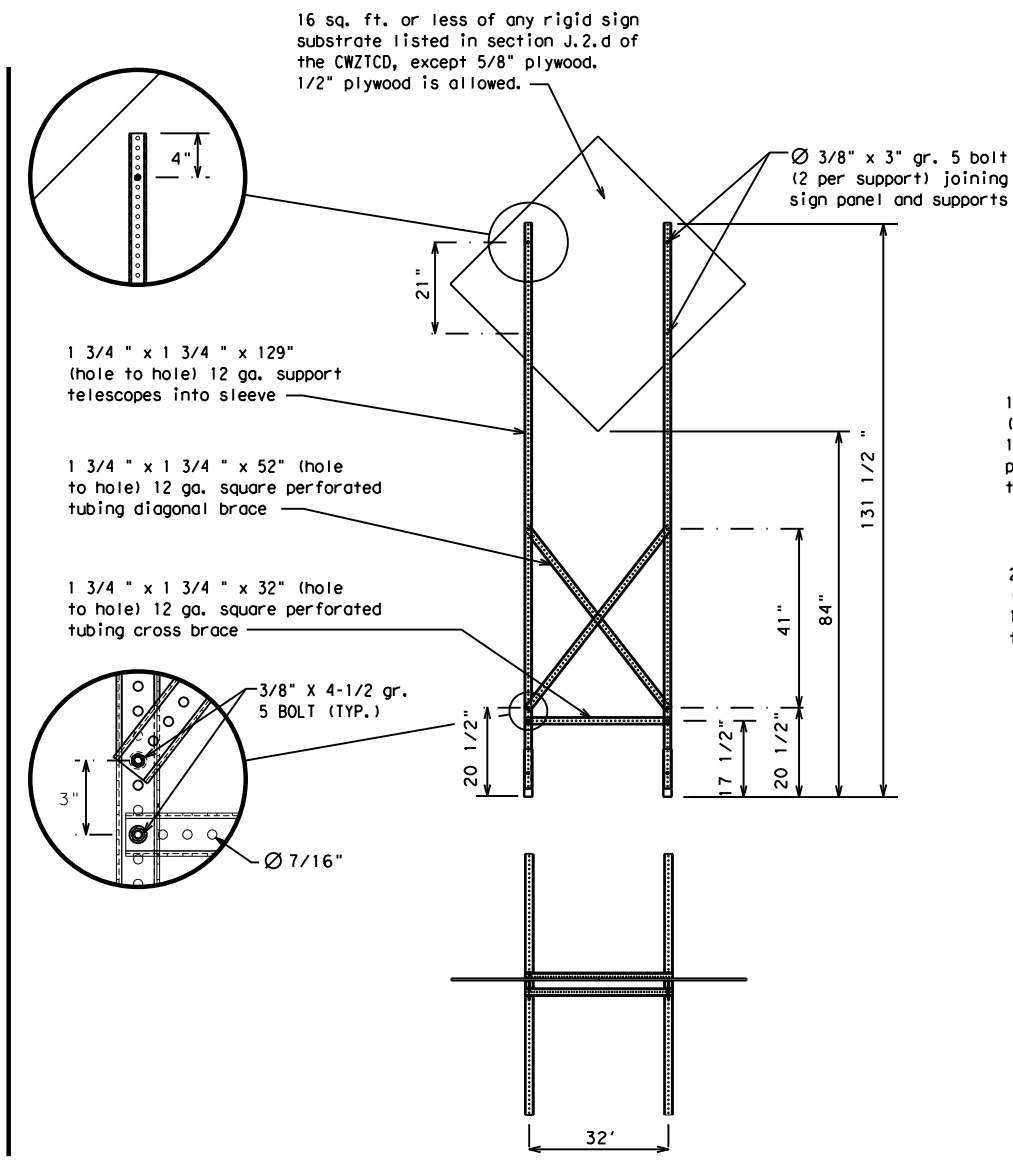
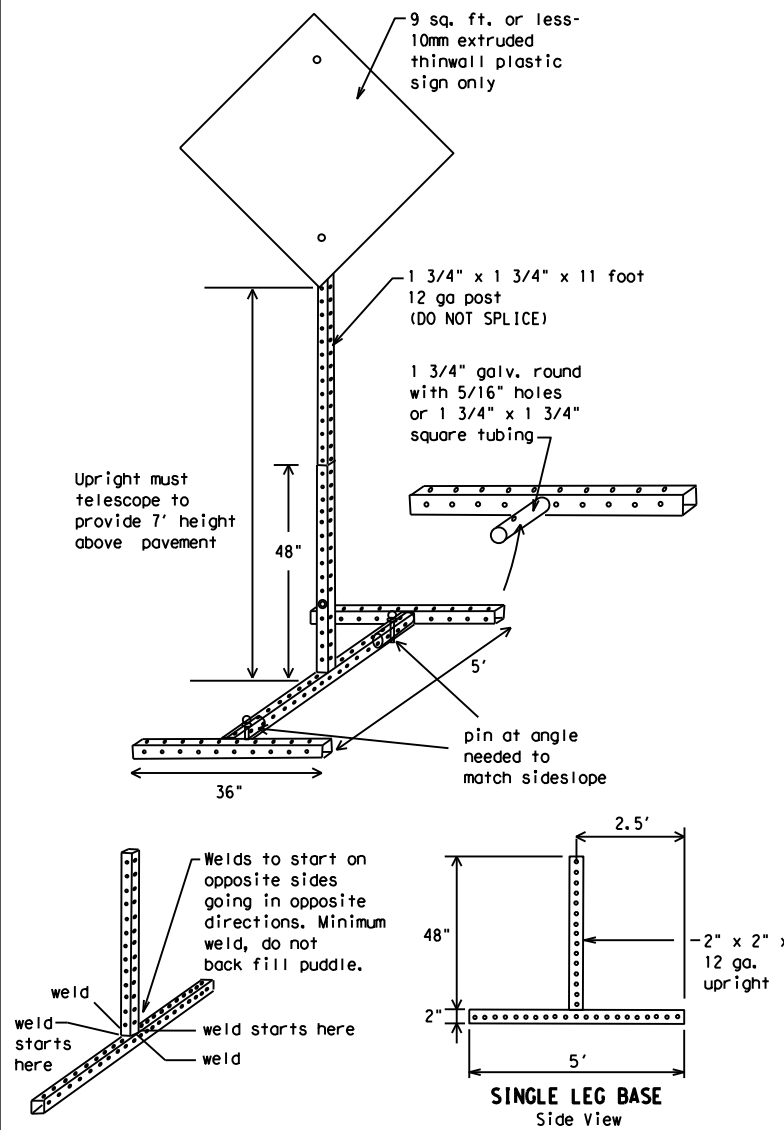
SKID MOUNTED WOOD SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS



GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.



SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS
Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS
MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

- GENERAL NOTES**
- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
 - No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
 - When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.
- * See BC(4) for definition of "Work Duration."
 - ** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.
 - See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12



BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5) - 21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	REVISION
9-07	8-14			
7-13	5-21			
	DIST	COUNTY		

DATE: FILE:

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Item # 4.

PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXX BLVD CLOSED

Other Condition List

FRONTAGE ROAD CLOSED
SHOULDER CLOSED XXX FT
RIGHT LN CLOSED XXX FT
RIGHT X LANES OPEN
DAYTIME LANE CLOSURES
I-XX SOUTH EXIT CLOSED
EXIT XXX CLOSED X MILE
RIGHT LN TO BE CLOSED
X LANES CLOSED TUE - FRI
ROADWORK XXX FT
FLAGGER XXXX FT
RIGHT LN NARROWS XXXX FT
MERGING TRAFFIC XXXX FT
LOOSE GRAVEL XXXX FT
DETOUR X MILE
ROADWORK PAST SH XXXX
BUMP XXXX FT
TRAFFIC SIGNAL XXXX FT
ROAD REPAIRS XXXX FT
LANE NARROWS XXXX FT
TWO-WAY TRAFFIC XX MILE
CONST TRAFFIC XXX FT
UNEVEN LANES XXXX FT
ROUGH ROAD XXXX FT
ROADWORK NEXT FRI-SUN
US XXX EXIT X MILES
LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT
DETOUR NEXT X EXITS
USE EXIT XXX
STAY ON US XXX SOUTH
TRUCKS USE US XXX N
WATCH FOR TRUCKS
EXPECT DELAYS
REDUCE SPEED XXX FT
USE OTHER ROUTES
STAY IN LANE *

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXX TO XXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM - X PM
APR XX - XX X PM - X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X - X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM - XX AM

** See Application Guidelines Note 6.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Canal	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWNTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLR
High-Occupancy Vehicle	HOV	Tuesday	TUES
Highway	HWY	Time Minutes	TIME MIN
Hour(s)	HR, HRS	Upper Level	UPR LEVEL
Information	INFO	Vehicles (s)	VEH, VEHS
It Is	ITS	Warning	WARN
Junction	JCT	Wednesday	WED
Left	LFT	Weight Limit	WT LIMIT
Left Lane	LFT LN	West	W
Lane Closed	LN CLOSED	Westbound	(route) W
Lower Level	LWR LEVEL	Wet Pavement	WET PVMT
Maintenance	MAINT	Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

SHEET 6 OF 12



BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

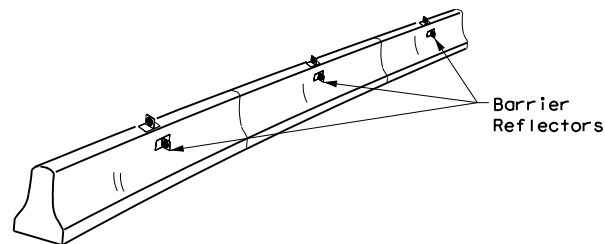
BC (6) - 21

FILE: bc-21.dgn	DN: TxDOT	CR: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14				
7-13 5-21				
DIST		COUNTY		33

DATE: FILE:

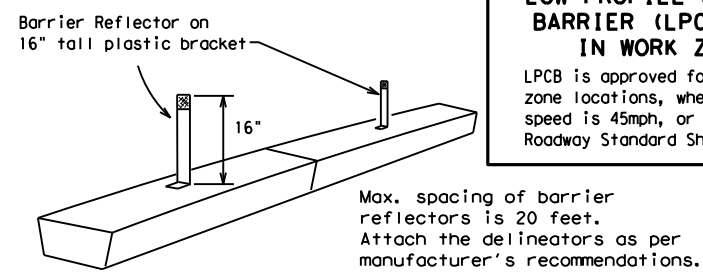
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



CONCRETE TRAFFIC BARRIER (CTB)

- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.

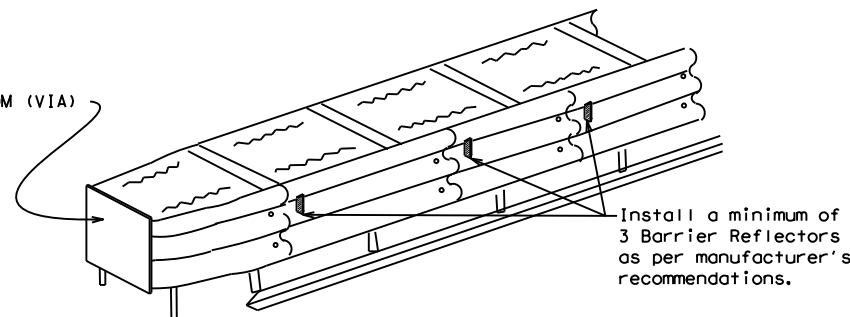


LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.

Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the appropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

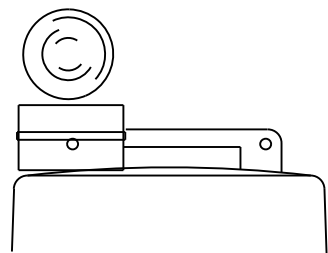
- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

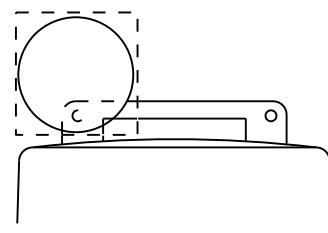
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



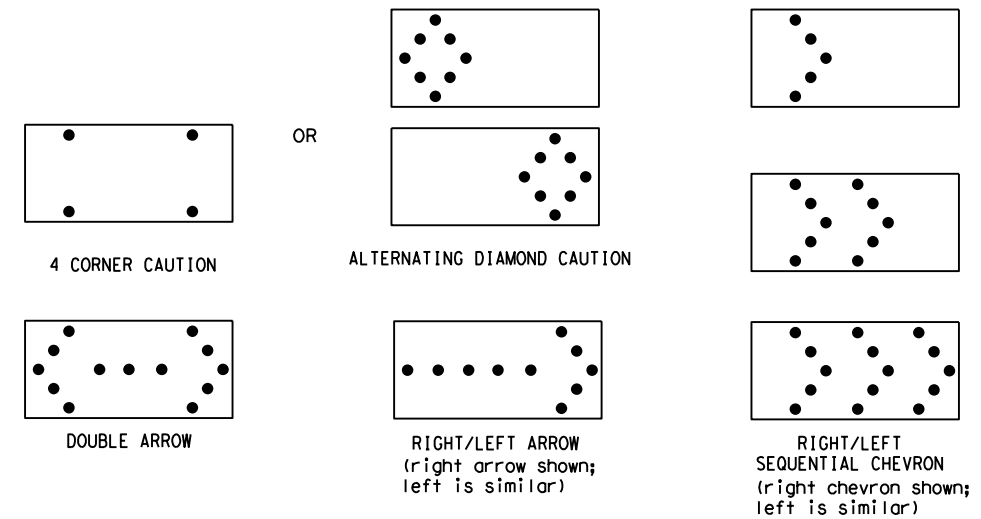
Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

DATE:
FILE:

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

Item # 4.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.



BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC (7) - 21

FILE:	bc-21.dgn	DN:	TxDOT	CR:	TxDOT	OW:	TxDOT	CK:	TxDOT
© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
REVISIONS									
9-07	8-14								
7-13	5-21	DIST	COUNTY						

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

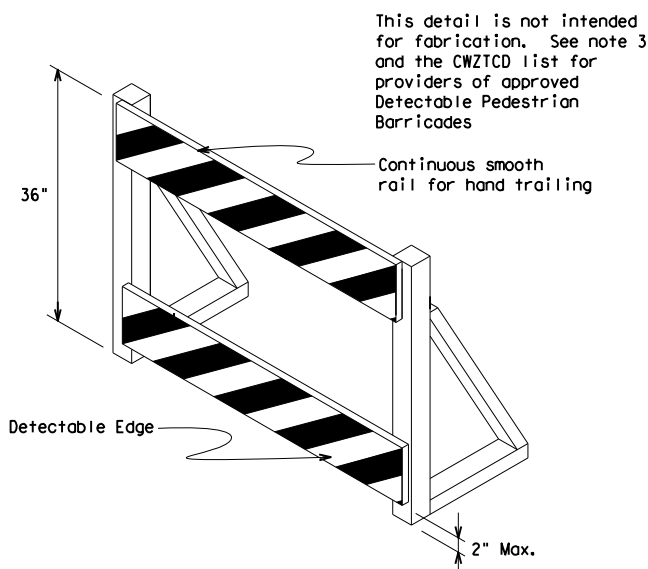
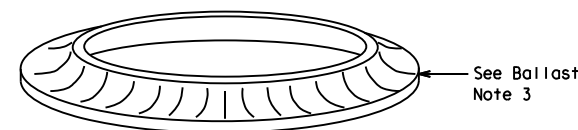
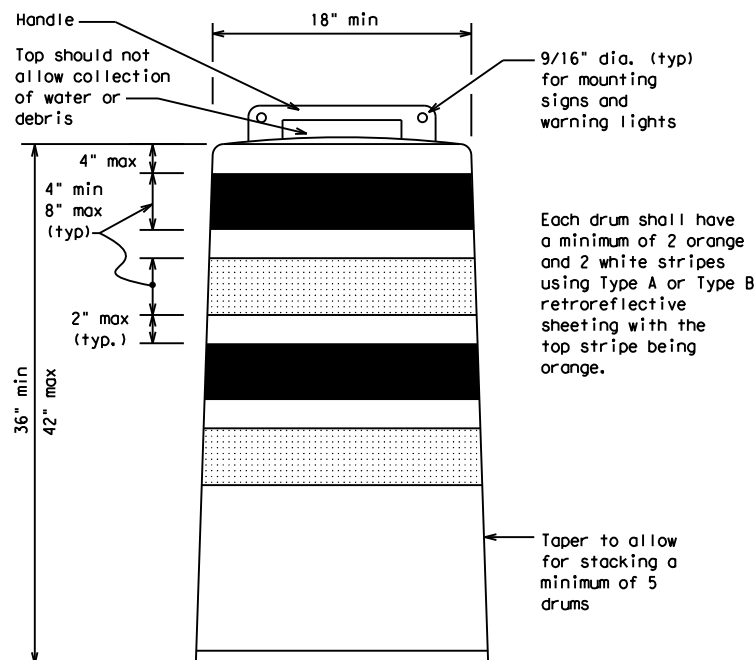
- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
- Drum body shall have a maximum unballasted weight of 11 lbs.
- Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

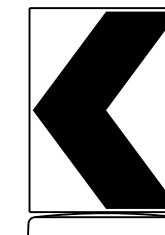
BALLAST

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.

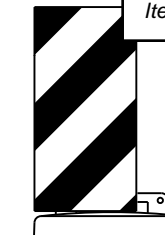


DETECTABLE PEDESTRIAN BARRICADES

- When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
- Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
- Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
- Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
- Warning lights shall not be attached to detectable pedestrian barricades.
- Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane
Divider, Driveway sign D70a, Keep Right
R4 series or other signs as approved
by Engineer



12" x 24"
Vertical Panel
mount with diagonals
sloping down towards
travel way

Plywood, Aluminum or Metal sign
substrates shall NOT be used on
plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12



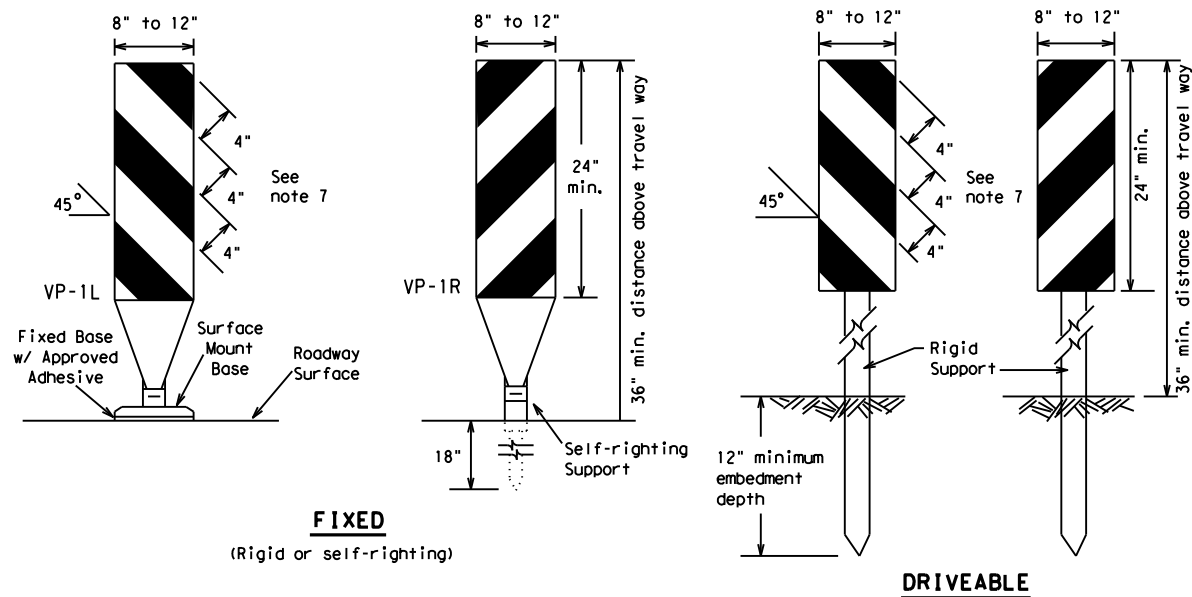
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (8) - 21

FILE:	bc-21.dgn	DN:	TxDOT	CR:	TxDOT	OW:	TxDOT	CK:	TxDOT
© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
REVISIONS									
4-03	8-14								
9-07	5-21								
7-13									
DIST		COUNTY							
35									

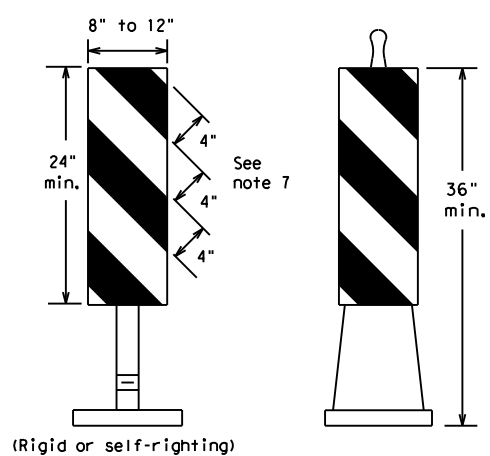
DATE:
FILE:

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



FIXED
(Rigid or self-righting)

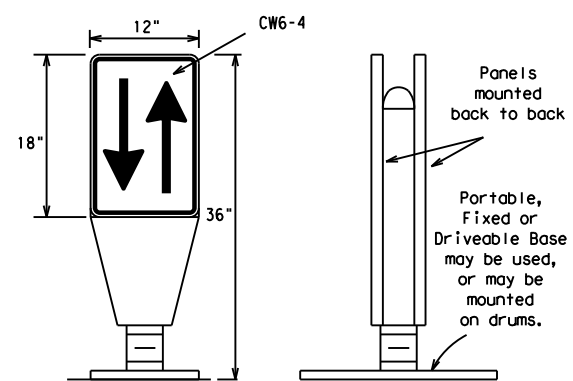
DRIVEABLE



PORTABLE

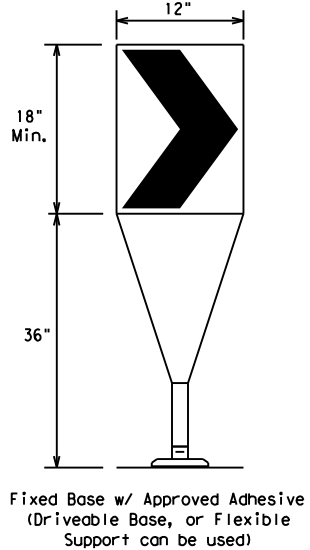
VERTICAL PANELS (VPs)

- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

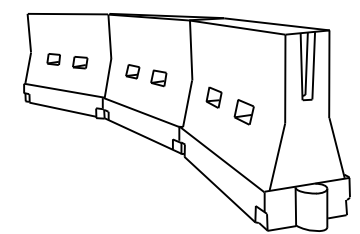
- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPs.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Item # 4.

Posted Speed	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = WS ² / 60	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

**Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (9) - 21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14				
7-13 5-21				
DIST	COUNTY		36	

DATE: FILE:

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



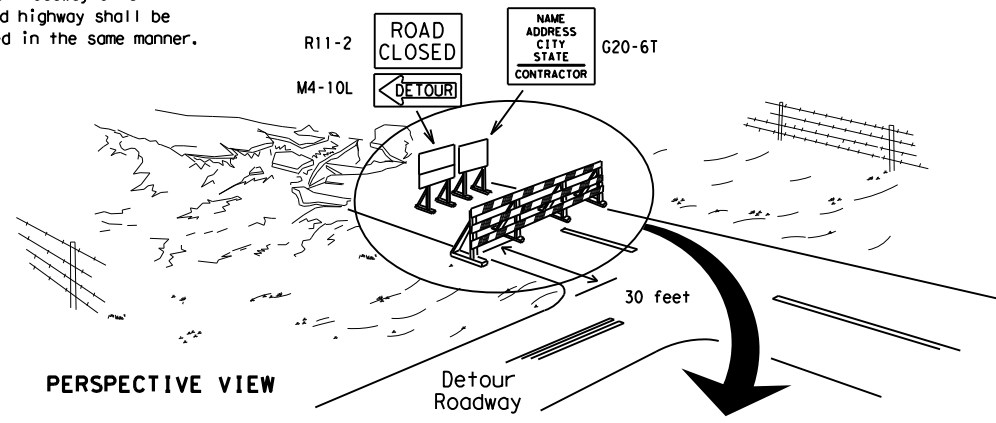
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

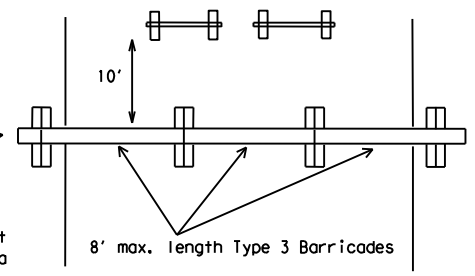
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

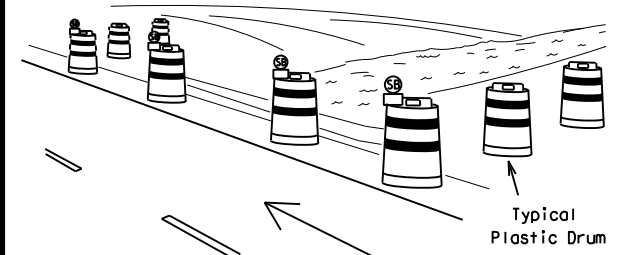
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.



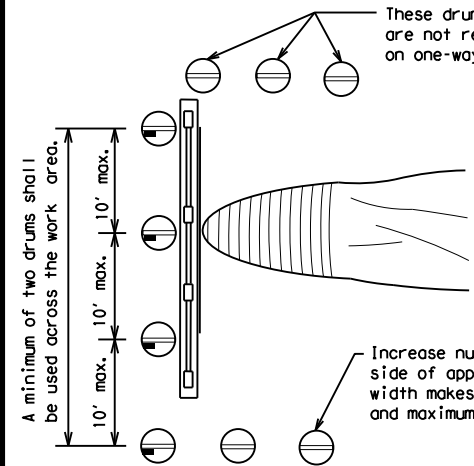
PLAN VIEW

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

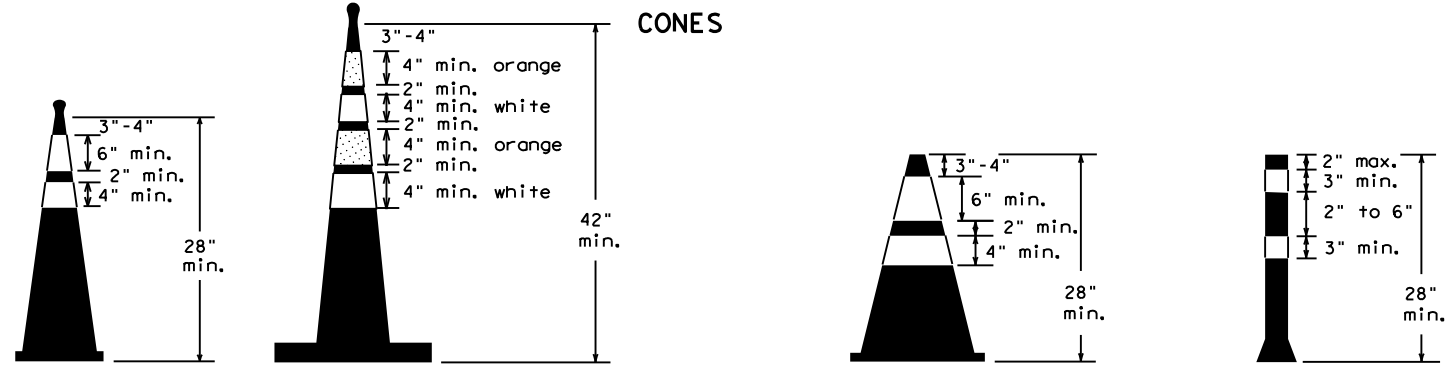


PLAN VIEW

1. Where positive redirect capability is provided, Item # 4, may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



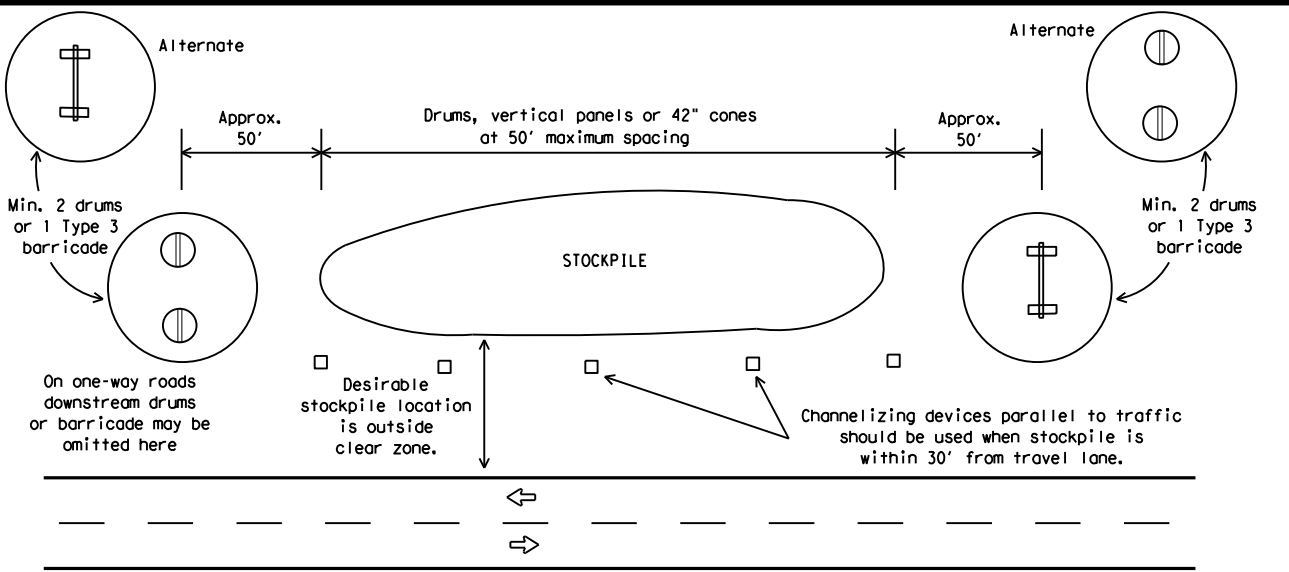
Two-Piece cones

One-Piece cones

Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (10) - 21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HAZARD
REVISIONS				
9-07 8-14				
7-13 5-21				
DIST			COUNTY	

WORK ZONE PAVEMENT MARKINGS

GENERAL

- The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Additional supplemental pavement marking details may be found in the plans or specifications.
- Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
- When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

- Raised pavement markers are to be placed according to the patterns on BC(12).
- All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

- Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

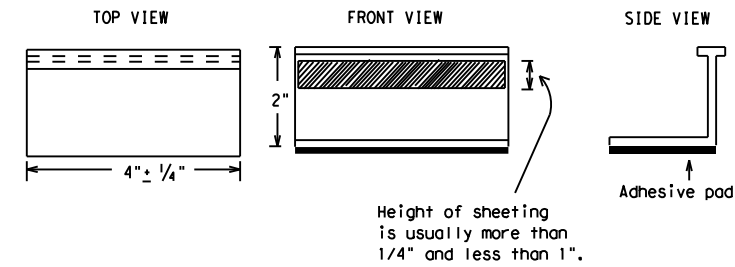
MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

- Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
- The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
- The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
- Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- Blast cleaning may be used but will not be required unless specifically shown in the plans.
- Over-painting of the markings SHALL NOT BE permitted.
- Removal of raised pavement markers shall be as directed by the Engineer.
- Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



**STAPLES OR NAILS SHALL NOT BE USED TO SECURE
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER
TABS TO THE PAVEMENT SURFACE**

- Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- Small design variances may be noted between tab manufacturers.
- See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

- Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
 YELLOW - (two amber reflective surfaces with yellow body).
 WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATION	Item # 4.
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

SHEET 11 OF 12



BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-21

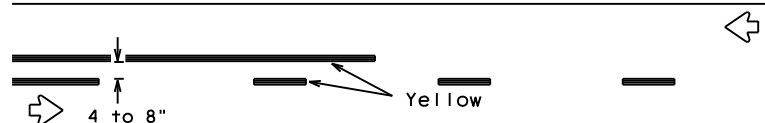
FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-98	9-07	5-21		
1-02	7-13			
11-02	8-14			
	DIST	COUNTY		
				38

105

PAVEMENT MARKING PATTERNS

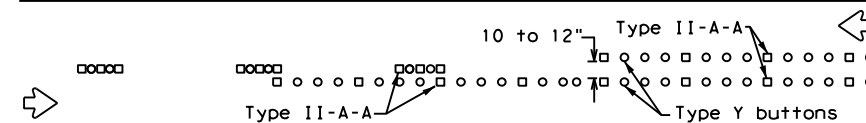


REFLECTORIZED PAVEMENT MARKINGS - PATTERN A

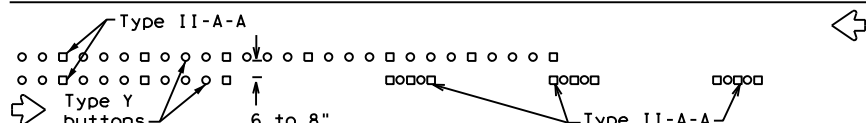


REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectORIZED pavement markings.



RAISED PAVEMENT MARKERS - PATTERN A



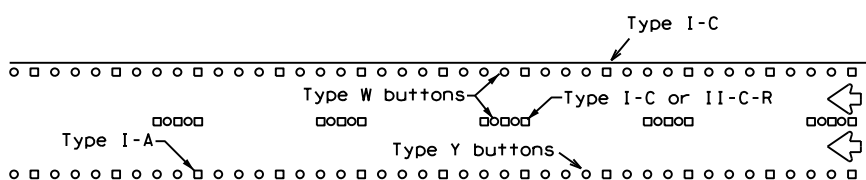
RAISED PAVEMENT MARKERS - PATTERN B

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



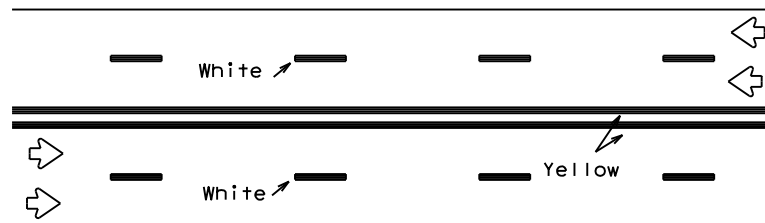
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.



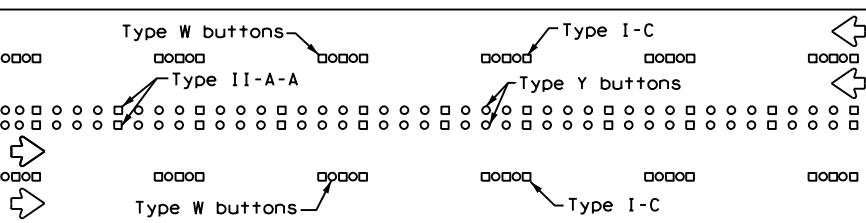
RAISED PAVEMENT MARKERS

EDGE & LANE LINES FOR DIVIDED HIGHWAY



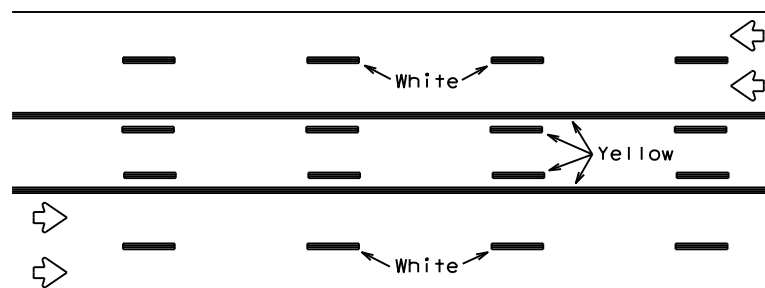
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.



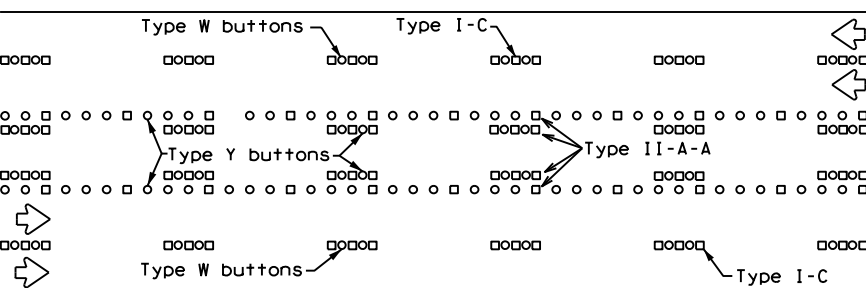
RAISED PAVEMENT MARKERS

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.

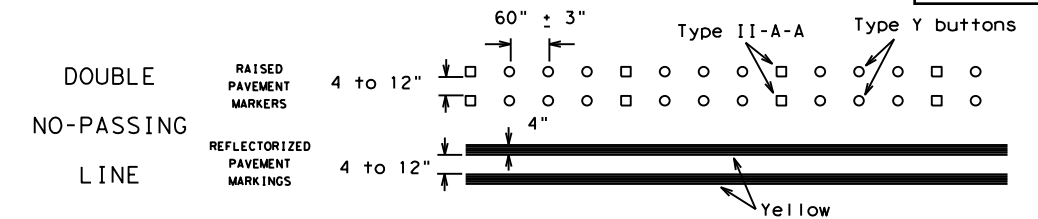


RAISED PAVEMENT MARKERS

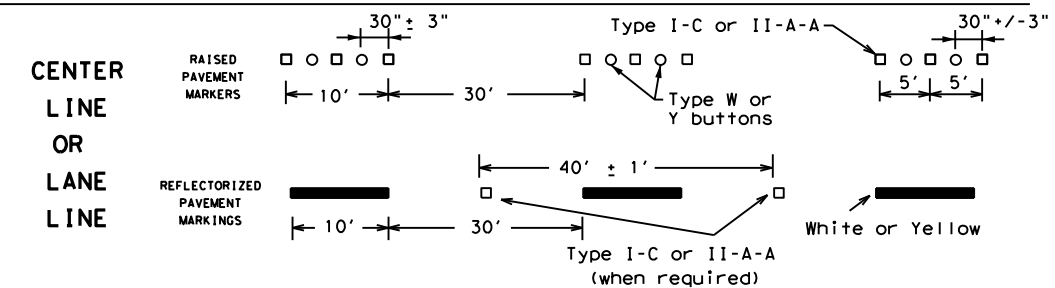
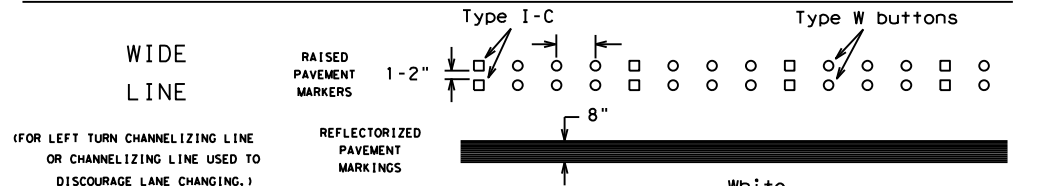
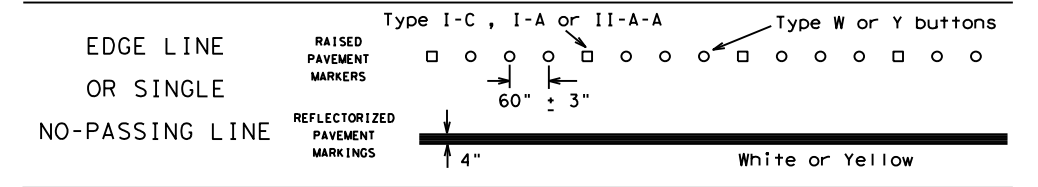
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAIL

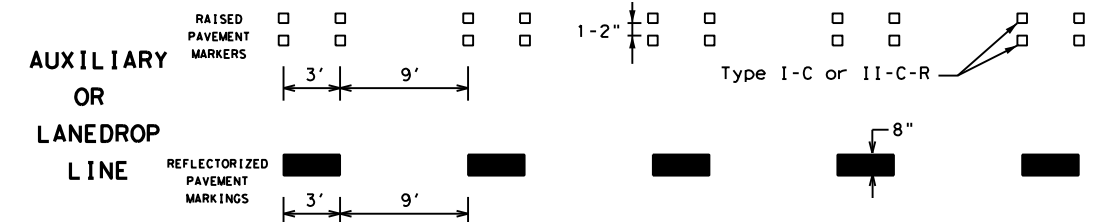
Item # 4.



SOLID LINES

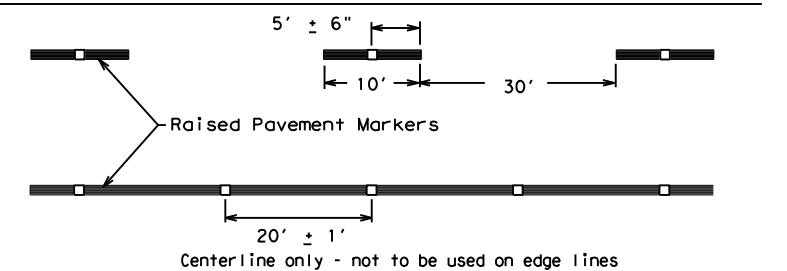


BROKEN LINES



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



SHEET 12 OF 12



BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC (12) - 21

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
1-97 9-07 5-21				
2-98 7-13				
11-02 8-14				
DIST	COUNTY			

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 5, 2024

Agenda Item Wording: **Approval of a Founders Day Participation Agreements with the Lions Club regarding Food Vendors.** *Sponsor: Council Member Parks*

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The Dripping Springs Lions Club would provide entertainment by The Mighty Thomas Carnival, as well as food vendor booths during the 2024 Founders Day Festival. The Carnival would be located at the City Hall Property, Mercer St., and DSISD Administration Property. Food vendor booths would be located in the Right-of-Way inside the Designated Founders Day Area.

The DS Lions Club would pay the City 25% of the profits from the carnival and 25% of booth rental fees with an electrical reimbursement fee of \$20.00 per food vendor, no later than May 10, 2024.

Commission Recommendations: Founders Day Commissioners recommend the approval of the 2024 Founders Day Participation Agreements with the Dripping Springs Lions Club.

Attachments: 2024 Founders Day Participation Agreement – Dripping Springs Lions Club

Next Steps/Schedule: Execute the 2024 Founders Day Participation Agreements with the Dripping Springs Lions Club



DRIPPING SPRINGS
Texas
FOUNDERS DAY FESTIVAL 2024
Participation Agreement

This *Founders Day 2024 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and **Dripping Springs Lions Club** (“Contractor”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide Food Vendor Booths, more particularly described in *Attachment “A”*, which is incorporated herein for all intents and purposes.
4. **SCOPE:** Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A” from **April 26 to April 28, 2024**.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Contractor’s participation in the Event shall be at the Founders Day event area (west from RR 12 to Drippings Springs High School, south from Mercer St. to Hwy 290, and a portion of Old Fitzhugh Road). All Food Vendor Booths located within the Rights-of-Way in the Designated Founders Day Area (map attached).
6. **CONSIDERATION:**
 - 6.1 In consideration of Contractor's participation in the Event, the Contractor agrees to pay the City 25% of the profits and \$20.00 per food vendor for electricity reimbursement.

6.2 Such fee shall be due and payable by check payable at the party's principal place of business no later than 5:00 p.m., May 10, 2024.

7. SUPPLIES:

7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

8. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

9. TERMINATION:

9.1 This Agreement may be terminated by mutual consent of the parties.

9.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.

9.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

9.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

9.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

9.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

10. SITE MAINTENANCE:

10.1 Contractor shall not perform waste or damage the site.

10.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

10.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

10.4 Contractor shall provide trash can and remove all trash it generates from the Event.

11. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

12. SAFETY: Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

13. INSURANCE:

13.1 City Insurance: As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

13.2 Contractor's Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

14. INDEMNIFICATION: CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

15. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

16. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

17. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

DS Lions Club
Attn: President
Post Office Box 53
Dripping Springs, TX 78620

- 18. ASSIGNMENT:** Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.
- 19. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 20. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 21. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 22. 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 Form 1295 as required by the State of Texas. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 23. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 24. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

DS Lions Club

Michelle Fischer, City Administrator

President

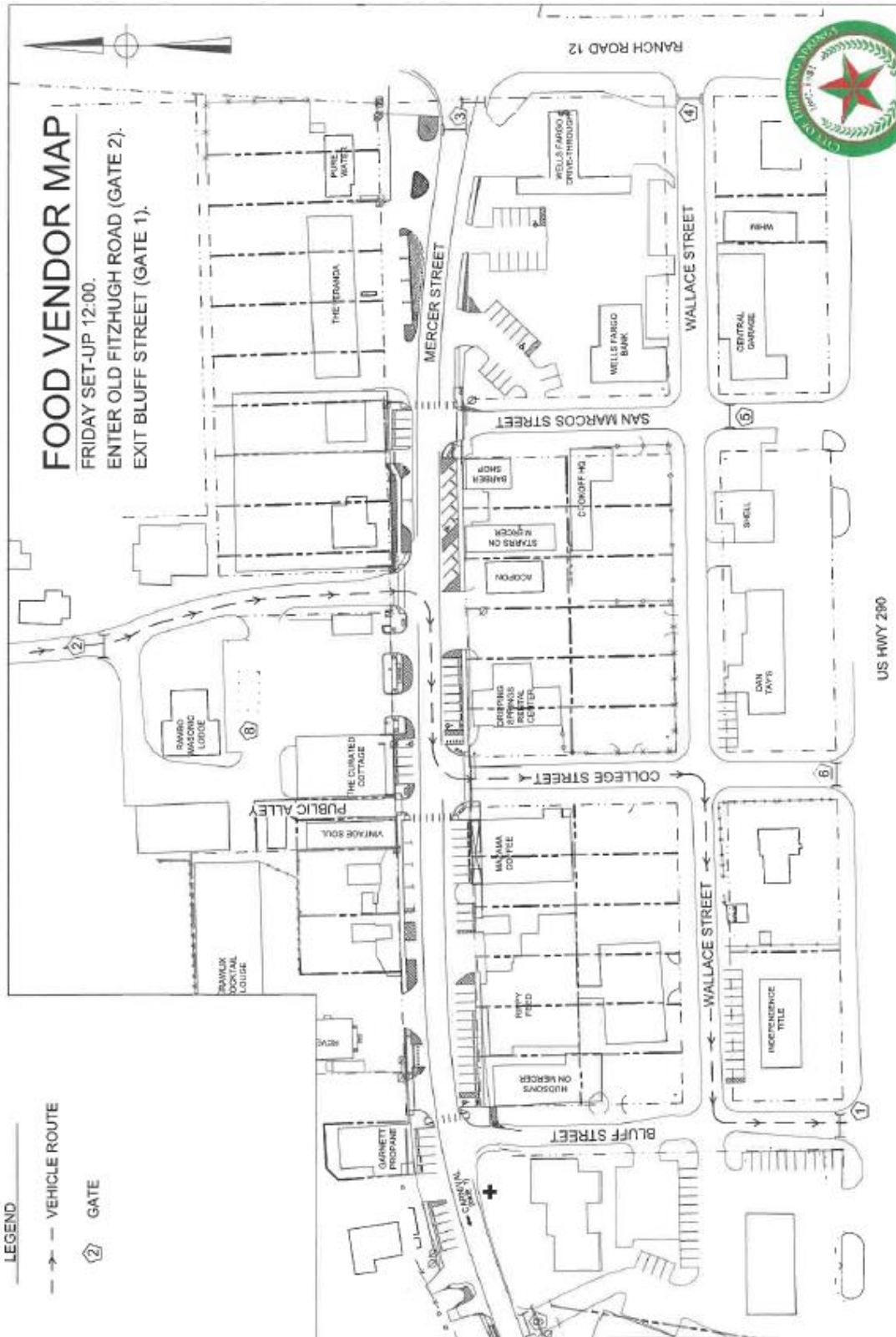
Date

Date

Attachment "A" – Food Vendor Map



Food Vendor – traffic flow for set-up





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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 5, 2024

Agenda Item Wording: **Approval of a Founders Day Participation Agreement with the Dripping Springs Cook-Off Club regarding Cooker's Booths.**
Sponsor: Council Member Parks

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The Dripping Springs Cook-Off Club would provide cook-off event booths during the 2024 Founders Day Festival, located at San Marcos St., Mercer St., Wallace St., and the area around Wallace St.

The Cook-Off Club would pay the City 25% of the booth rentals and an electrical reimbursement fee of \$10.00 per booth space, no later than May 10, 2024.

Commission Recommendations: Founders Day Commissioners recommend the approval of the 2024 Founders Day Participation Agreement with the Cook-Off Club.

Attachments: 2024 Founders Day Participation Agreement - Cook-Off Club

Next Steps/Schedule: Execute the 2024 Founders Day Participation Agreement - Cook-Off Club



DRIPPING SPRINGS
Texas
FOUNDERS DAY FESTIVAL 2024
Participation Agreement

This *Founders Day 2024 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and **Dripping Springs Cookoff Club** (“Contractor”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide to sponsor cook-off events, more particularly described in *Attachment “A”*, which is incorporated herein for all intents and purposes.
4. **SCOPE:** Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A” from **April 26 to April 28, 2024**.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Contractor’s participation in the Event shall be at the Founders Day event area (west from RR 12 to Drippings Springs High School, south from Mercer St. to Hwy 290, and a portion of Old Fitzhugh Road).
6. **CONSIDERATION:**
 - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% from booth rentals and an electrical reimbursement fee of \$10.00 per booth space.

6.2 Such fee shall be due and payable by check payable at the party's principal place of business no later than 5:00 p.m., May 10, 2024.

7. SUPPLIES:

7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

8. UTILITIES: City agrees to provide Contractor with access to Electricity for use by booth users.

9. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

10. TERMINATION:

10.1 This Agreement may be terminated by mutual consent of the parties.

10.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.

10.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

10.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

10.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

10.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

11. SITE MAINTENANCE:

11.1 Contractor shall not perform waste or damage the site.

11.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

11.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

11.4 Contractor shall provide trash can and remove all trash it generates from the Event.

12. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible

for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

- 13. SAFETY:** Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

14. INSURANCE:

14.1 City Insurance: As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

14.2 Contractor's Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

- 15. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

- 16. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

- 17. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

- 18. NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

To the City:
City of Dripping Springs
Attn: City Administrator
PO Box 384

To the Contractor:
Dripping Springs Cook-Off Club
Attn: President
P.O. Box 297

Dripping Springs, TX 78620
(512) 858-4725

Dripping Springs, TX 78620
(512) 771-3730

- 19. ASSIGNMENT:** Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.
- 20. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 21. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 22. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 23. 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 Form 1295 as required by the State of Texas. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 24. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 25. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

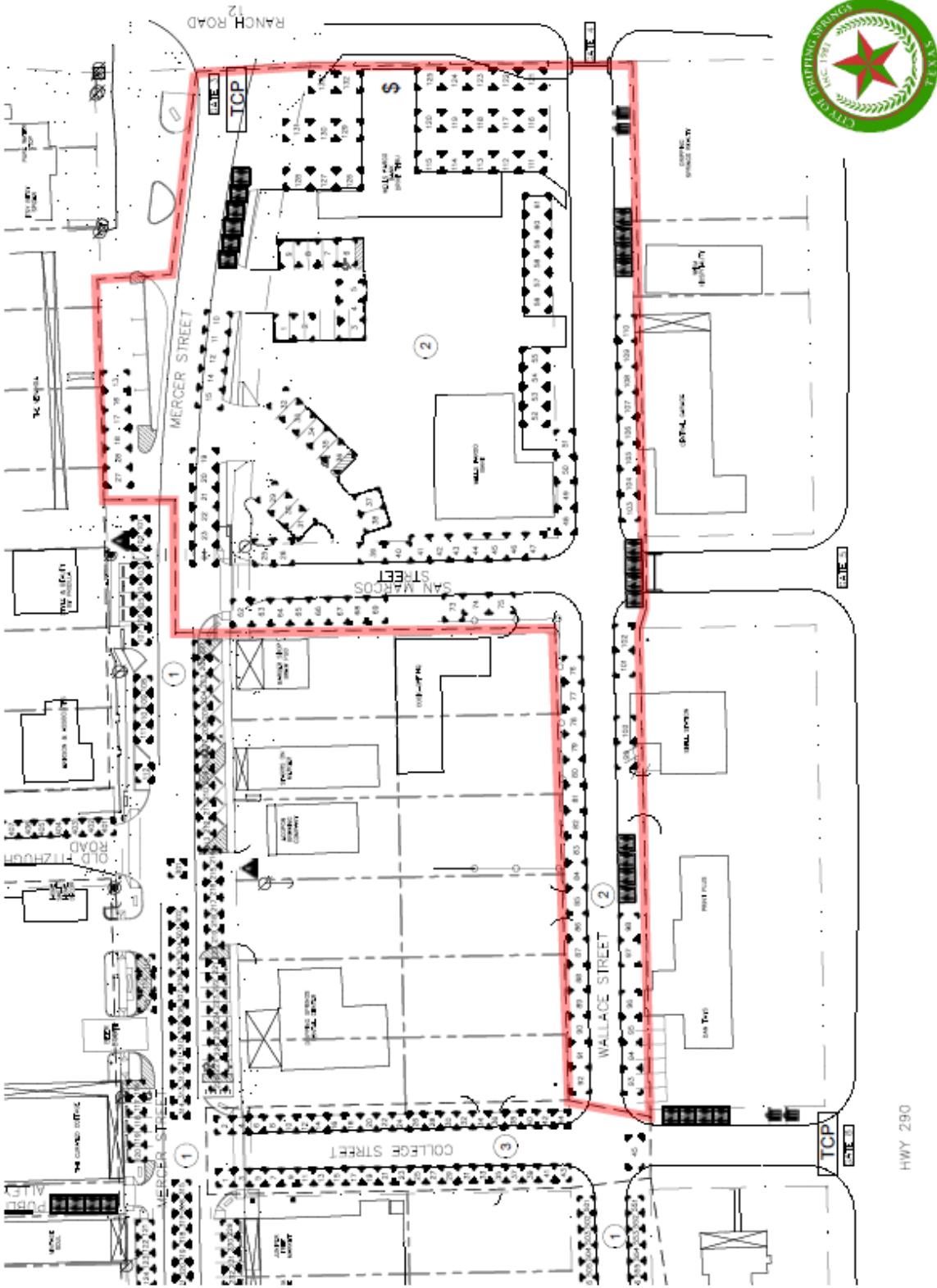
Cook-Off Club

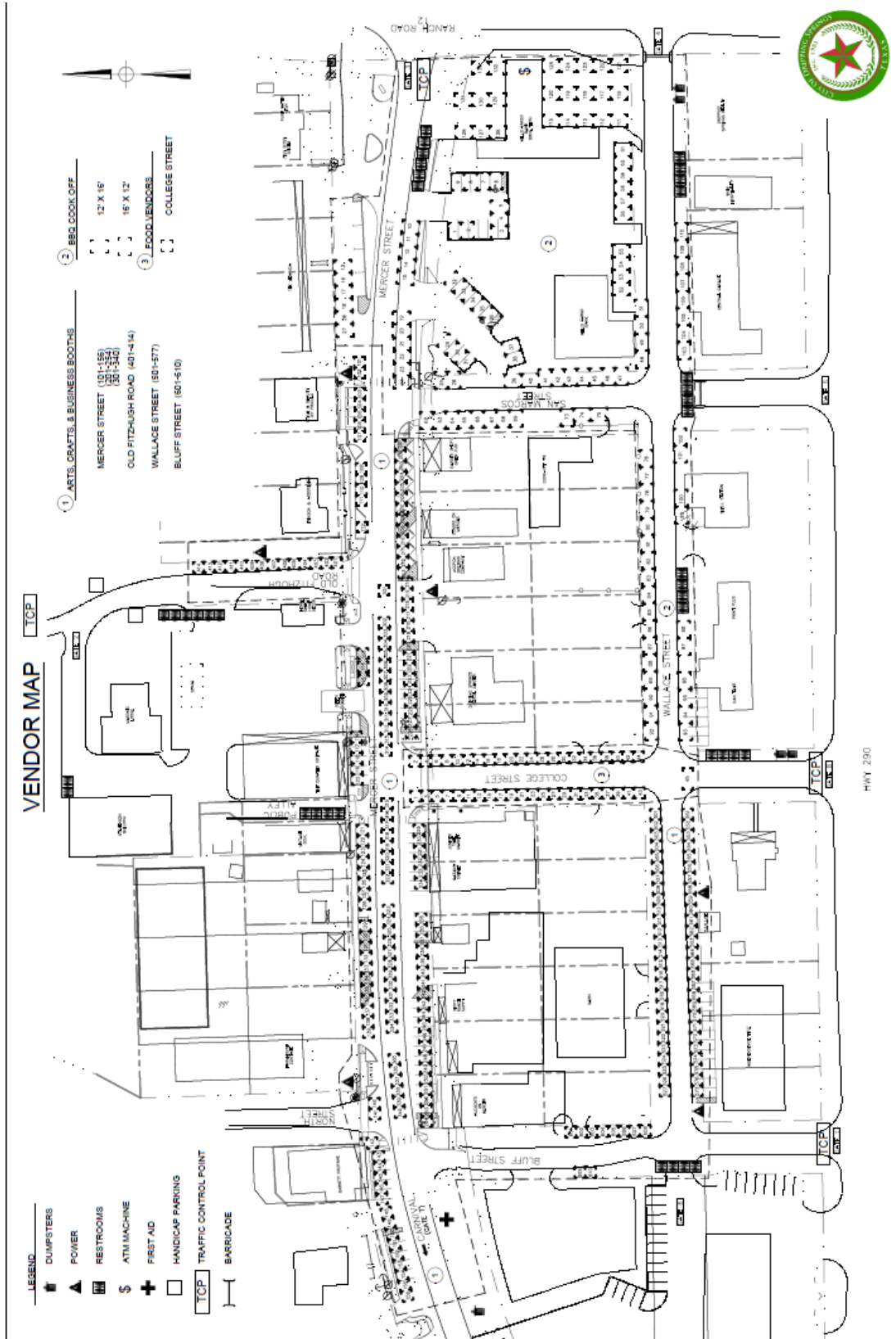
Michelle Fischer, City Administrator

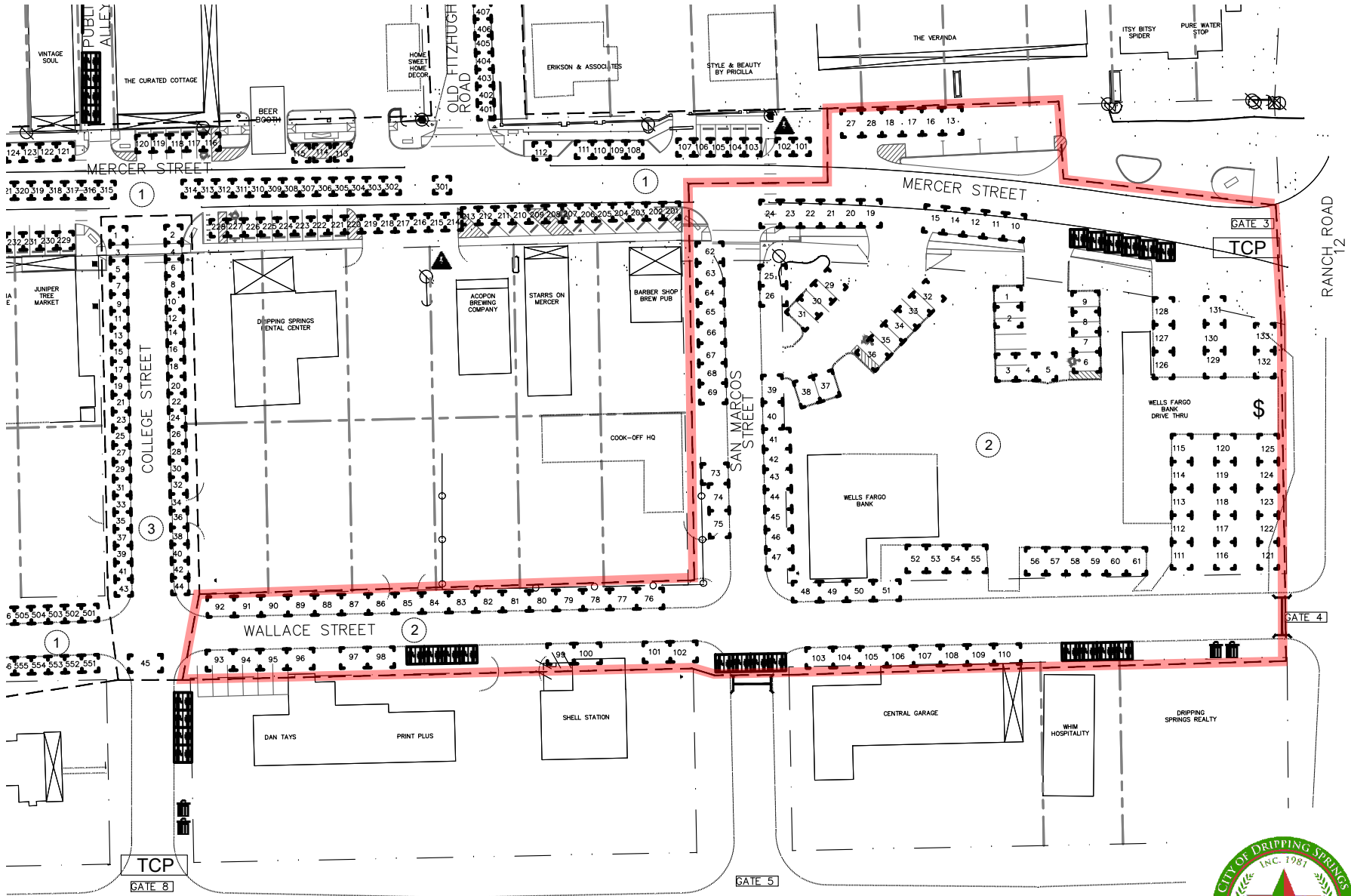
Michele Ryon, President

Date

Date







HWY 290





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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 5, 2024

Agenda Item Wording: **Approval of an Agreement between the Dripping Springs Independent School District, Dripping Springs Lions Club, and the City of Dripping Springs related to property use for the Founders Day Festival.** *Sponsor: Council Member Sherrie Parks*

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The Dripping Springs Lions Club has historically made use of a portion of City and DSISD property along Mercer Street to host the Mighty Thomas Carnival during the Founders Day Festival. This agreement would permit the City and the Dripping Springs Lions Club to utilize the facilities described, including for the Carnival, festival parking, and staging of the 2024 Founders Day Parade, in accordance with City and DSISD facility use policy.

Recommended Council Actions: Recommend approval of DSISD facility use agreement with the Lions Club and DSISD Administration for the 2024 Founders Day Festival.

Attachments: 2024 Founders Day 2024 (Lions Club DSISD CODS) Draft

Next Steps/Schedule: Execute the Agreement for hosting a portion of the 2024 Founders Day Festival on DSISD property.

**FOUNDERS DAY FESTIVAL
Facilities Use Agreement**

This Founders Day Festival Agreement ("Agreement") is made and entered into on the [REDACTED] day of [REDACTED] 2024, by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law municipality ("CITY"), the DRIPPING SPRINGS LIONS CLUB, a Texas nonprofit corporation ("LIONS CLUB") and the DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("DSISD"). In this Agreement, the CITY, DSISD and LIONS CLUB are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS:

WHEREAS, each year the Founders Day Festival ("Founders Day") is held in the City of Dripping Springs, Hays County, Texas; and

WHEREAS, CITY owns that certain 0.846 tract of land in the City of Dripping Springs, Hays County, Texas being more particularly described in *Exhibit "A"*, attached hereto and incorporated herein as if fully set forth ("City Property"); and

WHEREAS, DSISD owns that certain property in the City of Dripping Springs, Hays County, Texas being further described in *Exhibit "B"*, attached hereto and incorporated herein as if fully set forth ("DSISD Property"); and

WHEREAS, LIONS CLUB desires to participate in Founder's Day and use the City Property and DSISD Property for festival activities; and

WHEREAS, subject to the terms and conditions hereinafter stated, CITY and DSISD agrees to allow LIONS CLUB to participate in Founders Day and use the City Property and DSISD Property; and

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE I. RECITALS

1.01 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II. DEFINITIONS

- 2.01 Agreement** means this binding legal contract between the Parties. The Agreement includes any exhibits, addenda, and/or amendments. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:
- (a) This Agreement;
 - (b) exhibits.
- 2.02 City** means the City of Dripping Springs, Hays County, Texas.
- 2.03 DSISD** means the Dripping Springs Independent School District, Hays County, Texas.
- 2.04 Effective Date** means the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 2.05 Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability.
- 2.06 Lions Club** means the Dripping Springs Lions Club, a Texas nonprofit corporation.
- 2.07** Certain other capitalized terms have the meanings given in the Recitals or section of this Agreement where first used.

ARTICLE III. TERM

- 3.01** This Agreement shall be effective on the Effective Date, and shall remain in full force and effect until 12:00 midnight April 28, 2024.

ARTICLE IV. OBLIGATIONS

- 4.01 Obligations of LIONS CLUB.**
- (a) LIONS CLUB agrees to review and comply with all rules and regulations adopted by CITY regarding Founders Day.
 - (b) LIONS CLUB agrees that the contractor for the carnival shall add CITY and DSISD to its insurance as additional named insureds and provide a copy to DSISD and the CITY as provided in Exhibit "C".

- (c) LIONS CLUB shall take reasonable steps to ensure that waste is not performed upon the DSISD Property, and that any damage to the grounds is limited to reasonable wear and tear. Any destruction, damage, or injury to DSISD property during the LIONS CLUB's use of the DSISD Property shall be cleaned and repaired by the LIONS CLUB.
- (d) LIONS CLUB and CITY are obligated to remove and properly dispose of all litter, trash, and refuse on the DSISD Property as a result of the carnival.
- (e) The LIONS CLUB's use of the DSISD Property on Friday shall not interfere with, or any way hinder, DSISD's use of the Administration Building, and access to the Administration Building from the rear of the building.
- (f) LIONS CLUB shall take all steps necessary to prevent use of alcoholic beverages or tobacco products on the DSISD Property.
- (g) LIONS CLUB shall review and comply with DSISD Facility Use Policy in *Exhibit "C"* attached hereto and incorporated herein as if fully set forth within. LIONS CLUB shall review and comply with DSISD policy GK.A (LEGAL) and policy GKD (LOCAL) as published on TASB website ([http://www.tasb.org/po li cy/pol/private/1059040](http://www.tasb.org/po%20li%20cy/pol/private/1059040)) with the exception of the Facility Use Policy requirement to provide chaperones for children.

4.02 Obligations of DSISD.

- (a) DSISD agrees to allow LIONS CLUB the use of the DSISD Property for Founders Day activities.
- (b) DSISD agrees to allow LIONS CLUB the use of the DSISD Property beginning on Thursday, April 25, 2024 from 5:00 p.m. and remain on the premises until Sunday, April 28, 2024 until midnight.
- (c) DSISD agrees that LIONS CLUB shall have sole control of the operation of the LIONS CLUB's carnival business and the Rotary Club's tent at Founders Day with the exception of one (1) booth area designated for DSISD Booth located on the Bridge Entrance to Carnival Area which shall be clearly marked by DSISD prior to arrival of carnival contractor and may not set up prior to Saturday April 27, 2024 at 6 a.m.

4.03 Obligations of CITY.

- (a) CITY agrees to allow LIONS CLUB the use of the CITY Property for Founders Day activities.
- (b) CITY agrees to allow LIONS CLUB the use of the CITY Property beginning on Thursday, April 25, 2024 from 5:00 p.m. and remain on the premises until Sunday,

April 28, 2024 until midnight.

- (c) CITY confirms it will fully close Mercer Street from the intersection with US Highway 290 to the Mercer Street Bridge and DSISD property, beginning on Thursday, April 25, 2024 at 5:00 p.m. in accordance with the CITY's Traffic Control Plan.
- (d) DSISD will be allowed to access the Administration Building driveway located on Sportsplex Drive on Friday, April 26, 2024 from 7:00 a.m. to 4:00 p.m.
- (e) The CITY confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool, that covers its streets and public areas. Such liability coverage shall be made available to LIONS CLUB as a participant in Founders Day. Such liability coverage shall cover DSISD Property and name DSISD as additional insured.
- (f) CITY agrees that LIONS CLUB shall have sole control of the operation of the LIONS CLUB carnival business at Founders Day.
- (g) CITY agrees to post signs prohibiting the sale or consumption of alcohol and tobacco products on DSISD property.
- (h) CITY agrees to restrict access to specific areas of DSISD property through the use of barricades as further depicted in *Exhibit "D"* attached hereto and incorporated herein as if fully set forth.
- (i) CITY agrees to provide an appropriate official to guard and patrol the west gate entrance, as further depicted in *Exhibit "D."*

ARTICLE V. NOTICES

5.01 All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated in this Agreement; or
- (b) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to LIONS CLUB:
Dripping Springs Lions Club

Attn: Sharon Kemp
P.O. Box 53
Dripping Springs, TX 78620

Notice to DSISD:
Dripping Springs ISD
Attn: Superintendent
PO Box 479
Dripping Springs, TX 78620

Notice to CITY:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

With Copy to:
Walsh Gallegos Trevino Russo & Kyle P.C.
Attn: Oscar Trevino
Centennial Towers
505 E. Huntland Dr.
Suite 600
Austin, Texas 78752

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Article V.

The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand, or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

Nothing contained herein shall be construed to restrict the transmission of routine communications between the Parties.

ARTICLE VI. TERMINATION & SUSPENSION

- 6.01** This Agreement may, by written notice given in the manner hereinafter provided, be terminated by:
- (a) mutual written consent of the Parties; or
 - (b) CITY if a default or breach shall be made by LIONS CLUB or DSISD with respect to the due and timely performance of any of its covenants and agreements contained herein; or

(c) DSISD if a default or breach shall be made by LIONS CLUB or CITY with respect to the due and timely performance of any of its covenants and agreements contained herein.

6.02 No termination of this Agreement, whether pursuant to Section 6.01 above or otherwise, shall terminate or impair any claim by CITY or DSISD against LIONS CLUB based upon any breach of this Agreement.

In the event CITY or DSISD terminates under this section, the following shall apply: Upon CITY's or DSISD's delivery of the referenced notice to LIONS CLUB, LIONS CLUB shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. The Parties agree that LIONS CLUB shall be solely responsible for any payments due to any subcontractors.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Assignment.** The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by LIONS CLUB without the express written consent of the CITY and DSISD.
- 7.02 Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by the CITY or DSISD shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- 7.03 Venue & Enforcement.** This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue for same shall lie in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- 7.04 Exclusive agreement.** This document, and all appended documents, constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 7.05 Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 7.06 Force Majeure.** Neither CITY, DSISD, nor LIONS CLUB shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- 7.07 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.
- 7.08 Independent Status.** LIONS CLUB is independent, and is not CITY's or DSISD's employee. LIONS CLUB's employees or subcontractors are not CITY's or DSISD's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 7.09 Indemnification.** LIONS CLUB shall defend (at the option of CITY or DSISD), indemnify, and hold CITY and DSISD, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of LIONS CLUB, or LIONS CLUB's agents, employees, subcontractors, invitees, guest or trespasser in the performance of LIONS CLUB's obligations under this Agreement, no matter how, or to whom, such loss may occur. Attendees at the Founders Day Festival shall be deemed an invitee for purposes of this Section 7.09 indemnification. Nothing herein shall be deemed to limit the rights of CITY, DSISD or LIONS CLUB (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.
- 7.10 Compliance with Laws & Ordinances.** LIONS CLUB, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Ordinances of the City of Dripping Springs, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- 7.11 Third Party Beneficiaries.** For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the CITY, DSISD or LIONS CLUB; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the CITY, DSISD or LIONS CLUB.

7.12 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the CITY or DSISD. Neither the CITY nor DSISD waives, modifies, or alters to any extent whatsoever the defense of governmental immunity pursuant to the laws of the state of Texas.

7.13 Standard of Care. LIONS CLUB represents that it employs or contracts with trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

7.14 Authority to Act. The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT:

Dr. Mary Jane Hetrick

Attest:

Shannon O'Connor, Board Secretary

DRIPPING SPRINGS LIONS CLUB:

Denise Nemanich, President

Exhibit A



Exhibit B



Facility Use Policy

COMMITMENT

The primary purpose or function of public school facilities is to provide quality educational environments conducive to the learning of the students they serve. Dripping Springs Independent School District (DSISD) also supports the physical and moral character development of its students through after school activities, and supports the growth and development of the citizens of the Dripping Springs community. To accomplish this, DSISD encourages the use of school buildings and grounds by the community for educational, recreational, civic and cultural activities to the extent possible under public school laws and regulations. Accordingly, community use of school buildings and grounds is subject to the needs and convenience of the District and shall be permitted so long as such use does not conflict with the District's use of school buildings and grounds for public school purposes and activities, with state and federal laws, with local ordinances or with the proper care and maintenance of school facilities and grounds. Facilities may not be used by outside organizations without a valid facility use application.

The Dripping Springs ISD is a tax-supported non-profit organization established to serve the students and youth residing within the boundaries of the District. DSISD may, therefore, differentiate among various categories of organizations/groups (such as youth groups, non-profit organizations, for-profit organizations, and civic groups) in establishing the fees charged. All organizations/groups within the same category shall be offered fair and equal access to DSISD facilities

GROUPS

District Sanctioned School Functions

District Sanctioned School Function groups shall mean approved student groups/clubs or parent organizations affiliated with a particular school or the district.

Youth Groups

Youth Groups shall mean any 501c3 group or organization intended to serve young people of school age. DSISD policy GKD (LEGAL) / GKD (LOCAL) states that in order for an organization to qualify for the DSISD youth group rate, 85 percent of the total participants of the organization must be DSISD students and a **complete roster of the student participants and the campus they attend is required to accompany the request.**

Non-Profit Organizations

The term "**Non-Profit Organization**" shall mean any civic, service, religious or charitable agency, association, organization, corporation, or partnership which is not engaged in a business or enterprise to produce income or a financial gain and which has obtained 501c3 status from the IRS (Internal Revenue Service). This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization's costs or for charitable purposes.

For-Profit Organizations

The term "**For-Profit Organization**" shall mean any partnership, association, organization or corporation engaged in a business for profit, which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors, or stockholders.

GENERAL REQUIREMENTS

A responsible representative of a group or organization desiring to use a school facility shall submit a completed Dripping Springs ISD *Facility Use Application*, after reviewing the Dripping Springs Facilities Use Policy, to the Facility Use Department at least 21 days and no more than 6 months prior to the desired date.

The items listed below are required for approval for scheduling non-school events in Dripping Springs ISD facilities.

- A completed Dripping Springs ISD *Facility Use Application*.
- A copy of the organization's insurance policy in the name of the organization listing Dripping Springs ISD as additionally insured and/or the certificate holder.
- All 501c3 non-profit entities shall provide a copy of their *Letter of Determination* from the IRS.

Facility Use Policy

In addition to complying with the terms and obligations set forth in this Policy, the Applicant/Lessee must also comply with all applicable laws, regulations, policies and guidelines. The application incorporates the terms and conditions of this Policy and any Amendments. Amendments or modifications to this Policy shall be in writing and signed by both parties.

An Applicant/Lessee's completion of the Dripping Springs ISD Facility Use Application ("application") does not constitute authorization for use nor does it assure availability of the facility as requested by the Applicant/Lessee. Dripping Springs ISD Board Policies (GKD (LEGAL) and GKD (LOCAL) are available through the Dripping Springs ISD website, or may be provided to any Applicant/Lessee upon request.

Application Filing

Application must be filed no less than 21 days and no more than 6 months prior to the requested date(s) of use. Any use of school facilities can be cancelled at the discretion of the DSISD without advance notice, if the activities are determined to be in conflict with district activities. In the case of inclement weather or other extenuating circumstances, District personnel will determine field conditions and use of district facilities on the day of the event. In the case of cancellation by the District, the district assumes no liability other than the return of any previously paid fees for unused facilities. The District shall **not** be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with a higher priority.

Rental Cost and Fees for Use of Facilities

All payments must be mailed or made in person at the Dripping Springs ISD Facility Use Department, 510 West Mercer Street, P.O. Box 479, Drippings Springs, Texas 78620-0479. **No** DSISD employee is authorized to accept tips, gratuities or wages directly from the Applicant or lessee.

Applicant will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days is received.

The organization's authorized representative who signs this application/Policy agrees to pay all rental fees within 30 days of the date of statement.

A six percent (6%) penalty may be added to the total rental cost for payments 30 days past due of the statement date. Failure to pay rental fees and any penalty assessed as provided herein may result in the loss of rental privileges.

Insurance Requirements

The Applicant/Lessee must provide an *Accord Certificate of Insurance* with types and limits of insurance given at the time of submission of the Rental Application. Applications received without an accompanying Accord Certificate of Insurance will be declined and returned. (See Page 7 titled *Dripping Springs ISD Schedule of Minimum Insurance Requirements*)

The Accord Certificate of Insurance shall name Dripping Springs ISD as "Certificate Holder". The Accord Certificate of Insurance must provide coverage for the whole term of the Rental Application. Dripping Springs ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

Non-Profit Status verification requirement

All 501c3 non-profit corporations shall provide a copy of their *Letter of Determination* from the IRS. The Applicant/Lessee acknowledges by this signed application that the Applicant/Lessee's organizational officer(s) understand and accept the personal liability required under the "Charitable Immunity and Liability Act", and accept all applicable personal liability for the Applicant/Lessee's use of school facilities and properties.

Religious Organization

A religious organization must meet the definition of a church under the Internal Revenue Code, 170(b)(1)(A)(I).

Facility Use Policy

ADA Compliance

Applicant/Lessee hereby agrees, warrants and represents that Applicant/Lessee will comply with the Americans with Disabilities Act at least to the same extent DSISD would be required to comply with such act. Applicant/Lessee will indemnify and hold harmless DSISD and its officers, employees and agents for, from and against any and all claims by third parties alleged against DSISD for alleged violations of the Americans with Disabilities Act relating to Applicant/Lessee's operations, programs and/or failure to make accommodations.

Health Requirements

All food servings must be in compliance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the City of Dripping Springs Sanitarian Department or Hays County Development Services Division may be required. (See *Do You Need A Temporary Food Event Permit?*)

Distribution of Literature

Distribution of written or printed materials, handbills, photographs, films, or other visual or auditory materials shall not be sold, circulated, distributed, or posted on any District premises except in accordance with DISD Policy GKDA (LEGAL) and GKDA (LOCAL).

Community Education Department

The following activities conducted on or in any district facility shall be coordinated through the District's Community Education Department in accordance with District Program Guidelines and Procedures:

- Private Instruction or Coaching (Individual or Group)
- Camps
- Classes
- Clinics
- Recreational or Competitive Team or League
(including Youth Sports, AAU, 7-on7 and other such groups)

Conditions of Facility Use

By submitting an application for review and approval, the Applicant/Lessee agrees to all of the following terms and conditions of facility use:

- Applicant/Lessee and any of its officers, employees, volunteers, agents, guests, and invitees shall comply with all applicable federal, state, and local laws, regulations, and rules and with all Dripping Springs ISD policies, regulations, and guidelines.
- The Applicant/Lessee using district facilities shall guarantee **orderly behavior** of any and all persons using the facilities and shall be **liable for any property damage or personal injury that occurs as a result of their use and for any personal injury.**
- All trash or recycling container pick-ups, other than those normally scheduled, which are required as a result of the Applicant/Lessee's event will be paid for by the Applicant/Lessee.
- Custodial cleaning shall be scheduled by the Dripping Springs ISD Facilities Department and paid for by the Applicant/Lessee. Applicant/Lessee shall not be permitted to opt out of custodial services required by Dripping Springs ISD.
- All District owned specialized equipment (projectors, PA systems, computers, lighting equipment, bleachers, etc.) will be operated only by Dripping Springs ISD employees. Additional fees for staff and equipment will apply for these services.
- Permission to use the facility or any portion thereof shall not be transferred to a third party.
- Representative(s) specified on the Application as responsible for the leased facilities shall be present at all times during the event.
- The number of participants shall not exceed the capacity of the facility, as established by Dripping Springs ISD.
- Usage and users are restricted to the area leased.

Facility Use Policy

- No furniture, fixtures or equipment shall be removed from any building or rearranged between rooms and facilities except Facility Use Coordinator as scheduled by the Facility Use Coordinator.
- Food and drinks shall be consumed only in areas designated for such use and only after receiving prior written approval for such consumption from the Facility Use Coordinator. All food and drinks must be removed and the area left clean.
- An Applicant/Lessee that wishes to sell or serve food at a DSISD Facility shall receive prior approval of such from the Facility Use Coordinator. All food servings must be in compliance with the Texas Health and Safety Code, Chapter 438. Such compliance is the responsibility of Applicant/Lessee. A temporary food permit from the City of Dripping Springs Sanitarian Department or Hays County Development Services Division may be required.
- Permission to sell any product in any facility during the rental period must be obtained from the Facility Use Coordinator prior to the execution of the Policy.
- No smoking, tobacco use, drugs or alcoholic beverages are allowed on Dripping Springs ISD property.
- The use of decorations of any type must have prior approval from the Facility Use Coordinator. The user shall not drive staples, nails, tacks or screws into the floors, walls, ceilings, furniture or any other school property. The user shall not use duct tape, packing tape, strapping tape, or foam mounting tape on any surface. Painter's tape should be used where tape is necessary.
- The Applicant/Lessee shall not paint, wallpaper, mark or deface any school property.
- Use of Dripping Springs ISD kitchens will only be allowed under the supervision of an employee of the DSISD Child Nutrition Department and must be paid for by the Applicant/Lessee.
- Open flames (other than on properly permitted food trucks) are not allowed on any Dripping Springs ISD property.
- Firearms, weapons, or explosives are not allowed on Dripping Springs ISD property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes or other unauthorized areas such as sidewalks, parking islands or playfields.
- Organizations using school facilities are responsible for enforcing all restrictions.
- Applicant/Lessee may place no more than two signs advertising Lessee's use on the property where the Dripping Springs ISD leased facility is located. Such signage must be pre-approved by the Facility Use Coordinator, and shall not cover any sign erected by Dripping Springs ISD. Applicant/Lessee signage shall not be erected more than one hour prior to and not more than 30 minutes after Applicant/Lessee's use of the facility.
- Applicant/Lessee shall provide security as determined by the Dripping Springs ISD Facility Use Department during the full course of the event. The cost for specialized personnel, such as police or parking lot attendants, will be billed to Applicant/Lessee. Custodians and other required personnel will not be considered as security.
- Due to safety and health concerns, no animals are allowed at events, including dogs (except for service dogs for the visually impaired).
- Rental fee will be assessed from the time the facility is opened until it is closed or vacated.

In addition to the above, for the use of gymnasiums, fields, cafeterias stages and auditoriums, the following restrictions apply:

- Organizations will be required to provide adult supervision during all events at the ratio of one adult for every 25 children participating in the event.
- The user, its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
- Food and/or drinks are not allowed in any gymnasium or auditorium.

Facility Use Policy

- All groups and organizations using any of the DSISD playfields, playgrounds or other outdoor facilities are expected to adhere to the DSISD Integrated Pest Management Program. For any pest control issues contact the Facilities Department (512.858.3013).
- All Turf Guidelines must be followed for the use of DSISD turf fields.
- Applicant shall obtain prior written approval before using or contracting to use tents, or inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles and other amusement like items on District property.

Conditions for Dripping Springs High School Auditorium

- The DSHS Auditorium has a fixed conventional lighting rig and sound system with a limited selection of wired microphones that are included in the cost of the rental. Any other special technical needs (i.e. mirror balls, black lights, etc.) are to be provided by the Applicant/Lessee.
- The rental rate shall be the same for set-up, rehearsals, and performances.
- Technicians must be employees of Dripping Springs ISD.
- If the Auditorium Manager deems it necessary to have additional labor, each additional employee shall be paid for by the sponsoring organization.
- Adequate security may be required for the actual event and is contracted by DSISD with the Hays County Sheriff's Office. Security may not be contracted directly by the Lessee.
- Permission to sell any other type of product in the DSHS Auditorium during the rental period must be obtained from the Facility Use Coordinator prior to the execution of the rental contract.
- Each audience member must be seated in a fixed chair prior to the start of the performance and may never be seated in an aisle. Audience members in wheelchairs must be accommodated in the designated accessible seating areas.
- No food or drink of any kind is allowed in the auditorium itself.
- Fire, pyrotechnics, candles, open flames, or confetti of any type are strictly prohibited.

Criminal Background Checks

Approved organizations agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

No waiver of Immunities

Nothing in this Policy waives or alters any immunities provided DSISD, its employees, agents or officers, under Texas or federal law.

Indemnity provision

Applicant hereby agrees to and shall indemnify, defend and hold harmless Dripping Springs ISD, its agents, trustees, officers and employees from and against any and all suits, actions, losses, damages, liability and claims of any character, type, or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of Dripping Springs ISD's facilities by Applicant/Lessee, its agents, officers, employees or invitees. **Such indemnity shall apply where the above referenced suits, actions, losses, damages liability or claims arise in whole or in part from the negligence of Dripping Springs ISD.** Applicant/Lessee agrees to and shall insure the obligations under this provision in the amounts specified pursuant to this Policy.

Facility Use Policy

Waiver of Subrogation

Applicant/Lessee waives all rights against Dripping Springs ISD and its agents, trustees, officers, and employees, for damages or losses to the extent that such damage or loss is reimbursed by any insurance in effect during the use of Dripping Springs ISD's facilities, regardless of whether such damage or loss arises out of or is caused by negligence of Dripping Springs ISD, or its agents, trustees, officers and employees. It is the intention and agreement of both parties that the rental reserved by Applicant/Lessee have been fixed in contemplation that Applicant/Lessee shall look to its insurance carrier(s) for reimbursement of any such loss, and further that the insurance carrier involved shall not be entitled to subrogation under any circumstances against Dripping Springs ISD. Applicant/Lessee shall have no interest or claim in Dripping Springs ISD's insurance policies, or the proceeds thereof.

MISCELLANEOUS

Entire Policy

This Policy contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes any and all other agreements between the parties, whether verbal or written with regards to the subject matter herein. Any oral representations or modifications concerning this instrument will not be of force and effect. All amendments, modifications, or supplements must be in writing and signed by both parties.

Governing Law

This Policy shall be governed by, interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Policy or the subject matter hereof shall be in the court of competent jurisdiction located in Hays County, Texas.

Assignment

The Policy shall not be assignable by Applicant/Lessee in whole or in part without the prior written consent of Dripping Springs ISD.

Severability

Any provisions of this Policy that shall prove invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Facility Use Policy

DSISD Schedule of Minimum Insurance Requirements

The following information is provided to inform the Applicant/Lessee of insurance requirements to be provided and approved prior to use of any Dripping Springs ISD facility.

Dripping Springs ISD does not purchase liability insurance for death, property damage, personal injury, or the operation of a motor vehicle by a member of the Applicant/Lessee's organization, for the use of school property.

The Applicant/Lessee must provide an *Accord Certificate of Insurance* with types and limits of insurance given below. **The Accord Certificate of Insurance shall name Dripping Springs Independent School District as a Certificate Holder.** Dripping Springs ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current *Best Book*, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to Dripping Springs ISD. The insured shall be the named Organization. **Dripping Springs ISD should be listed as "Additional Insured" using the address of the Administration Offices at 510 W. Mercer St., Dripping Springs TX 78620.** The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Policy for use of Dripping Springs ISD facilities. Dripping Springs ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

Commercial General Liability Insurance containing all coverage set out in the basic policy in Texas including Products and Completed Operations, Contractual, Personal and Advertising Injury, Explosion Collapse and Underground Property Damage Hazard; insurance shall provide limits of:

Policy Aggregate:	(At least) \$1,000,000 or state "NONE"
Each Occurrence:	(At least) \$1,000,000
Products/Completed Operations Aggregate:	(At least) \$1,000,000
Fire Damage:	(At least) \$ 50,000

Automobile Liability Insurance:	
Combined Single Limit:	(At Least) \$500,000

(Required if the organization owns vehicles and will be using them on school property.)

Workers Compensation	(At least) \$100,000
----------------------	----------------------

(Required if the organization has employees who will be performing manual labor of any kind on school property.)

Facility Use Policy

Food Truck Policy

District Fundraisers

In the case of an approved fundraiser benefiting a PTO, booster club or student group/club, the fundraising group must negotiate with the food truck vendor for a percentage of proceeds from food truck sales to be donated to the fundraising organization/group.

- A fundraiser form must be approved by Business Services stating percentage of proceeds to be donated and estimated proceeds from the event. Percentage must comply with minimum profit levels of \$500/\$1,000 according to fundraising procedures stated in the DSISD Business Office Procedures Manual.
- No fee will be charged to the food truck vendor(s) if they are donating a percentage of their proceeds to the fundraising organization/group.
- Food truck vendors must contact the Facility Use office to complete a facility use form and submit with date/time of operation and the following documentation:
 - Certificate of liability insurance on an Acord Certificate listing DSISD as additional insured. See page 7 of Facility Use Agreement for minimum limits of coverage.
 - Copy of valid city/county permits. Link: [Food Truck Permit](#)
 - Proof of annual inspection by Hays County Fire Department for propane and open flame burners.

One Day and Recurring Event Rentals

Food truck rentals on District property will be assessed a flat rate fee per day.

1-6 hours: \$50

7+ hours: \$100

Food truck vendors must complete a Facility Use Application and submit to Facility Use office with date/time of operation and the following documentation:

- Certificate of liability insurance on an Acord Certificate listing DSISD as additional insured. See page 7 of Facility Use Agreement for minimum limits of coverage.
- Copy of valid city/county permits, and clear posting of permit in windshield of the vehicle. Link: [Food Truck Permit](#)
- Proof of annual inspection by Hays County Fire Department for propane and open flame burners.

Food truck vendors will be responsible for removal of any grease or spills on paved areas, or will be assessed a \$100 cleaning fee for DSISD maintenance to remove the spill.

Food trucks will not be permitted to operate during school breakfast and lunch hours, or during competing school group and booster club fundraisers.

Food truck applications will be subject to additional District approval based on the type of event.

Facility Use Policy

Risk Management Safety Information

When using our facilities all Fire Codes must be followed. The fire marshal can impose a \$500-\$2,000 fine per incident to the user.

Please make sure that you are compliant with the following:

- Do not cover/block exit signs, doorways, fire extinguishers, strobe lights, or smoke alarms
- Do not move or place anything in the hallways
- Use only the room/rooms that you requested
- If you use extension cords, make sure they are the heavy-duty type. They must be unplugged when not in use
- If the fire alarm goes off, please evacuate everyone in the building immediately: Do not reset alarm.

We appreciate your cooperation in this matter. If you have any questions or concerns please do not hesitate to call the following personnel at any time:

Jennifer Minigh, Facility Use Coordinator	512.858.3046
Curt Marek, After Hours Events	512.800.2212
Steve Randel, Maintenance Supervisor	512.858.3084

Safety is our Priority

Please help us keep our schools and children safe!

Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member.

Please do not park in fire lanes, by fire hydrants, blocking driveways, in handicap spaces, or in handicap accessible routes.

All groups using any DSISD facilities and grounds are responsible for keeping all emergency access clear at all times.

Facility Use Policy

Lightning Warning

Lightning is a severe hazard that must be viewed seriously. Everyone should immediately seek shelter any time they believe lightning threatens them, even if a signal has not been sounded.

IF YOU REMAIN OUTDOORS AFTER THE WARNING IS ISSUED, YOU DO SO AT YOUR OWN RISK AND SUBJECT ALL PARTICIPANTS AND ATTENDEES IN YOUR CARE TO DANGER!

All youth organizations using a DSISD outdoor facility are expected to abide by the following tips as part of the Facility Use Policy for DSISD Facilities.

Lightning Safety Tips

SEEK

- Large buildings
- Automobiles/Buses

AVOID

- Open areas
- Water
- Tall trees
- Metal fences
- Overhead wires and power lines
- High ground areas
- Telephone and cellular phones
- Radios
- Small, unprotected shelters

Facility Use Policy

Integrated Pest Management Program

The Texas State Legislature passed legislation requiring **ALL** school districts to have an Integrated Pest Management program adopted by September 1, 1995. Integrated Pest Management, or IPM, is simply a strategy that relies on a combination of the best available control tactics, with an emphasis on the least hazardous methods, to effectively and economically reduce pests. IPM relies heavily on information about the pest, and its changes in population to devise accurate and targeted control strategies that require minimal, or no, use of pesticides. IPM is a collaborative effort involving administrators, teachers, students, facilities staff and pest control operators, among others.

Per DSISD Board Policy, CLB (LOCAL), In accordance with Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code, the District's IPM program shall govern the District's use of pesticides, herbicides and other chemical agents for the purpose of controlling pests, rodents, insects and weeds in and around District facilities. The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law.

No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a school facility without the prior approval of the DSISD IPM coordinator and other than in the manner prescribed by law and the District's Integrated Pest Management program.

Facility Use Policy

Turf Field User's Responsibilities

Major areas of responsibility: Keeping the turf clean and preventing physical damage. Users are responsible for their players as well as their spectators.

Cleanliness: Because the turf is not regenerated like natural grass, anything left on the turf remains there, posing health and safety hazards as well as general degradation of the turf.

Prohibitions

- No food of any kind, including seeds
- No gum
- No nuts or peanuts (a serious allergy risk to others)
- No soda; no sports drinks; no tobacco products; no alcohol
- No water is to be sprayed on artificial turf fields
- No introductions of sand or fills on the field.
- No dogs or other animals (advise your spectators)
- No storage of equipment
- No golfing, javelin throwing and no use of long spike track shoes
- No open flames of any kind, including fireworks and welding, etc.
- No roller blades, roller skates, skateboards, bicycles, tricycles or any other wheeled apparatus shall be allowed on the artificial turf field.
- Any equipment used on the field must be lifted and carried for placement - **DO NOT DRAG**-(i.e. hurdles). Protect the turf surface from sharp or pointed edges of objects or equipment placed on the field. When goals or other equipment are moved, they should be carried or moved on wheels. **Dragging goals, such as lacrosse or soccer goals, will damage the turf.**
- Maximum length for cleat spikes is 1/4"; 3/16" is preferred.
- Motorized vehicles are not permitted on the turf (except approved maintenance vehicles). If an ambulance or other emergency vehicle must traverse the turf, try to caution the driver to be extremely careful when starting, stopping and turning (should make slow wide turns). A wood block should be placed at the curb to smooth the transition on and off the turf.

Violation of these guidelines may be cause for expulsion from District property and/or loss of rental privileges. Any repair cost will be billed to the renter.

Clean-up

1. You are responsible for leaving the field as clean as you found it. When you are done, you must police the field and remove anything left by your players or spectators, such as trash, athletic tape or equipment. Be very careful to remove all mouth guards left by players (a biological hazard). Have your players police the field in a line at the end of their event. Ask the visiting team to assist.
2. Spills should be removed as quickly as possible. Thoroughly rinse any cleaning attempts to avoid slippery areas that could result in injury.

Other Notes

1. Please encourage your players not to spit.
2. Spilled drinks should be thoroughly rinsed into the turf with clean water.
3. If a school custodian is assigned to your event, contact the custodian for assistance.
4. For serious matters call police dispatch.
5. Notify Facility Use Department if any areas of the turf are damaged or deficient.

Facility Use Policy

DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

Festivals, parades, celebrations and other special events contribute to the quality of life. Most of these events also feature food for sale or distribution. These Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community. Many of these TFE can involve extensive preparation and processes that include the cooking and advance preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill and with this in mind the Texas Food Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Texas Department of State Health Services has established procedures that can assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices.

The City of Dripping Springs Sanitarian Department/Hays County Development Services Division may require individuals or organizations to obtain a temporary food service permit for any event in which they are offering food for public consumption.

If you can answer “Yes” to any of the following questions you may need to obtain a temporary food service permit.

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?

The following is a list of minimum guidelines for food safety:

- **NO HOME PREPARED FOODS** other than baked goods such as cookies, brownies, cakes can be prepared and served.
- Hand washing and ware washing facilities must be provided. The hand washing facility is a container that allows for water to flow freely with a catch bucket below (i.e. a tea urn with the spout propped open) and provided with soap and paper towels. The ware washing facility can be three separate containers set up for washing, rinsing and a bleach solution.
- All foods must be cooked to required temperatures (Ask about specific foods you want to offer).
 - Hot foods must be held at 140°F or above.
 - Cold foods held at 41°F or below.
- All foods must be kept covered.
- Overhead and floor covering must be provided.

For questions and additional information, contact the following:

City of Dripping Springs Sanitarian Department
County Development Services Division

512.858.4725 Hays
512.393.2150

2024 FOUNDERS DAY PARADE ROUTE

Item # 7.



Exhibit



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 3, 2024

Agenda Item Wording: **Approval of a Founders Day Participation Agreement with St. Martin de Porres Catholic Church regarding Arts & Crafts Booths.**
Sponsor: Council Member Parks

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: St. Martin de Porres Catholic Church would provide arts & crafts business booths during the 2024 Founders Day Festival, located in the Rights-of-Way inside the Designated Founders Day Area.

The City would collect payments on its platform, retaining 25% of booth rental fees and paying St. Martin de Porres 75%. In addition, the City will be paid \$20.00 per booth from vendors using electricity. Payments will be made to each entity no later than May 10, 2024.

Commission Recommendations: Founders Day Commissioners recommend the approval of the 2024 Founders Day Participation Agreement with the St. Martin, de Porres Catholic Church.

Attachments: 2024 Founders Day Participation Agreement - St. Martin, de Porres Catholic Church.

Next Steps/Schedule: Execute the 2024 Founders Day Participation Agreement with St. Martin, de Porres Catholic Church Founders Day.



DRIPPING SPRINGS
Texas

FOUNDERS DAY FESTIVAL 2024

Participation Agreement

This *Founders Day 2024 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and St. Martin de Porres Catholic Church (“Contractor”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide Arts & Crafts & Business Booths.
4. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. All Arts, Crafts, and Business Booths are located within the Rights of Way designated Founders Day area (map attached as Attachment “A”).
6. **CONSIDERATION:**
 - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% of the profits and \$20 per vendor who uses electricity.
 - 6.2 The City will take online payments on its platform. It will provide 75% of the fee to the Contractor and the City will retain 25% of the fee.
 - 6.3 Such fee shall be due and payable by check or wire payable at each party’s principal place of business no later than 5:00 p.m., May 13th, 2024.

7. SUPPLIES:

7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

8. UTILITIES: City agrees to provide Contractor with access to Electricity for use by vendors.

9. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

10. TERMINATION:

10.1 This Agreement may be terminated by mutual consent of the parties.

10.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.

10.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

10.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

10.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

10.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

11. SITE MAINTENANCE:

11.1 Contractor shall not perform waste or damage the site.

11.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

11.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

11.4 Contractor shall provide trash can and remove all trash it generates from the Event.

12. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

13. SAFETY: Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

14. INSURANCE:

14.1 City Insurance: As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

14.2 Contractor's Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance. The General Liability Insurance is attached as Attachment "B".

15. INDEMNIFICATION: CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

16. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

17. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

18. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

St. Martin de Porres Catholic Church
Attn: Pastor Nguyen
P.O. Box 1062
Dripping Springs, TX 78620
(512) 858-5667 x 202

19. ASSIGNMENT: Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.

- 20. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 21. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 22. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 23. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 24. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.
- BE IT HEREBY AGREED & APPROVED,** for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

St. Martin de Porres

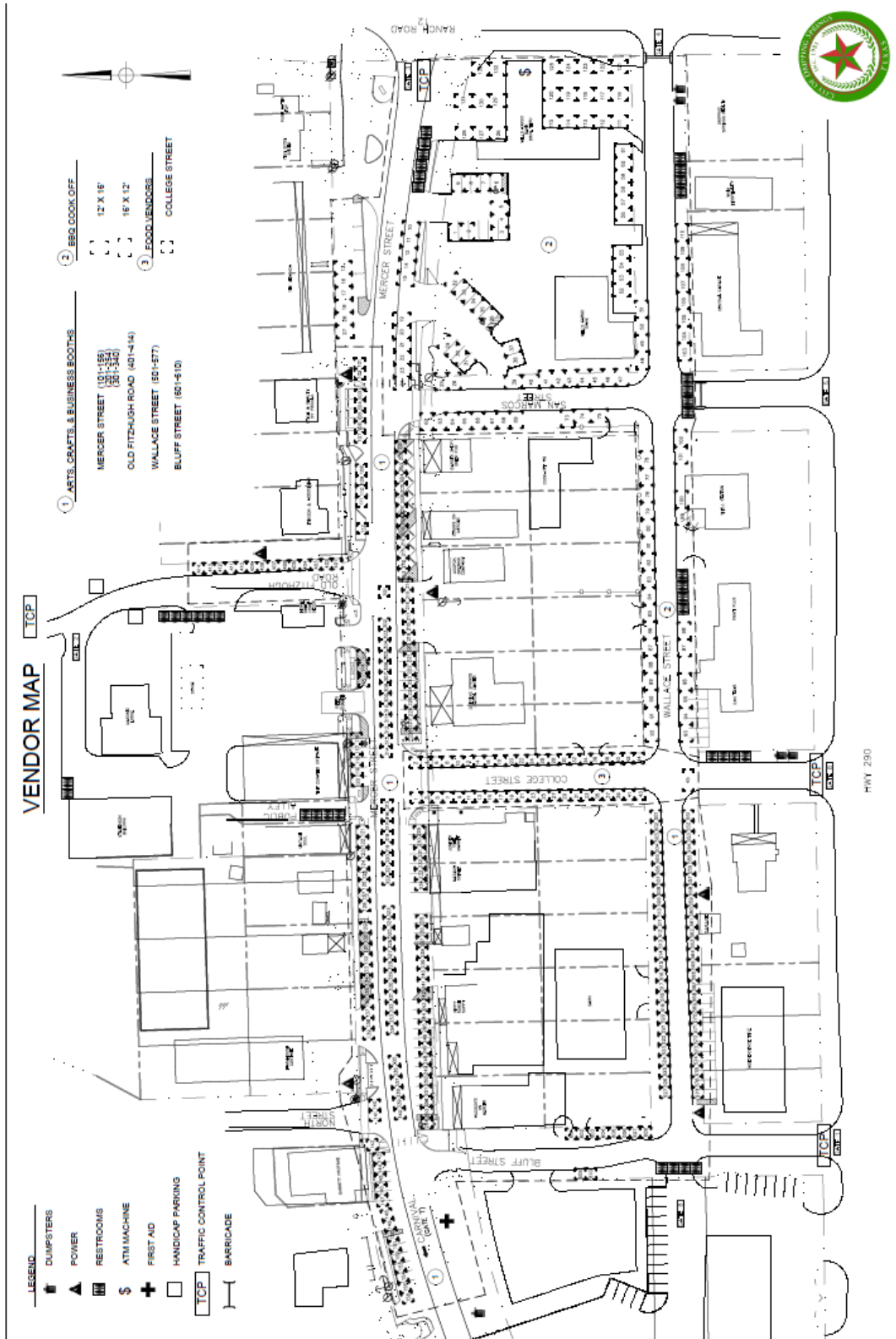
Michelle Fischer, City Administrator

Rev. Justin Nguyen

Date

Date

Attachment A



Attachment “B”



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 5, 2024

Agenda Item Wording: **Approval of a Founders Day Participation Agreements with the Lions Club regarding the Carnival.** *Sponsor: Council Member Parks*

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The Dripping Springs Lions Club would provide entertainment by The Mighty Thomas Carnival, as well as food vendor booths during the 2024 Founders Day Festival. The Carnival would be located at the City Hall Property, Mercer St., and DSISD Administration Property. Food vendor booths would be located in the Right-of-Way inside the Designated Founders Day Area.

The DS Lions Club would pay the City 25% of the profits from the carnival and 25% of booth rental fees with an electrical reimbursement fee of \$20.00 per food vendor, no later than May 10, 2024.

Commission Recommendations: Founders Day Commissioners recommend the approval of the 2024 Founders Day Participation Agreements with the Dripping Springs Lions Club.

Attachments: 2024 Founders Day Participation Agreement – Carnival

Next Steps/Schedule: Execute the 2024 Founders Day Participation Agreements with the Dripping Springs Lions Club



DRIPPING SPRINGS
Texas
FOUNDERS DAY FESTIVAL 2024
Participation Agreement

This *Founders Day 2024 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and **Dripping Springs Lions Club** (“Contractor”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide The Mighty Thomas Carnival, more particularly described in *Attachment “A”*, which is incorporated herein for all intents and purposes.
4. **SCOPE:** Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A” from **April 26 to April 28, 2024**.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Lions Club will contract with the Mighty Thomas Carnival (MTC)- MTC will set up at the City Hall Property, Mercer Street Right of Way and DSISD Administration Property (more fully described in the Use Agreement between the City of Dripping Springs, the Dripping Springs Lions Club and the Dripping Springs Independent School District).
6. **CONSIDERATION:**
 - 6.1 In consideration of Contractor's participation in the Event, the Contractor agrees to pay the City 25% of the profits.

6.2 Such fee shall be due and payable by check payable at the party's principal place of business no later than 5:00 p.m., May 10, 2024.

7. SUPPLIES:

7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

8. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

9. TERMINATION:

9.1 This Agreement may be terminated by mutual consent of the parties.

9.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.

9.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

9.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

9.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

9.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

10. SITE MAINTENANCE:

10.1 Contractor shall not perform waste or damage the site.

10.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

10.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

10.4 Contractor shall provide trash can and remove all trash it generates from the Event.

11. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

12. SAFETY: Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

13. INSURANCE:

13.1 City Insurance: As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

13.2 Contractor's Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

14. INDEMNIFICATION: CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

15. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

16. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

17. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

DS Lions Club
Attn: President
Post Office Box 53
Dripping Springs, TX 78620

- 18. ASSIGNMENT:** Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.
- 19. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 20. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 21. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 22. 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 Form 1295 as required by the State of Texas. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 23. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 24. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

DS Lions Club

Michelle Fischer, City Administrator

President

Date

Date

Attachment "A" – Carnival Map





Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0009	Zoerner	N/A	100 Longhorn Lane	5.021 Acres

ETJ Disannexation Checklist

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

Step 1: Confirm Applicability

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

Step 2: Review Petition Requirements

Petition Eligibility:

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

Signatory compliance:

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

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2024-

RELEASE OF EXTRATERRITORIAL JURISDICTION ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

1. FINDINGS OF FACT

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

2. RELEASE OF TERRITORY FROM EXTRATERRITORIAL JURISDICTION

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

3. EFFECTIVE DATE

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

4. FILING

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

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

5. SEVERABILITY

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

6. PROPER NOTICE AND MEETING

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

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

THE CITY OF DRIPPING SPRINGS:

Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT “A”

ETJ2023-0006 100 Longhorn Lane

Petition Letter for release from City of Dripping Springs Extraterritorial Jurisdiction

September 21, 2023

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

Dear Ms. Cunningham:

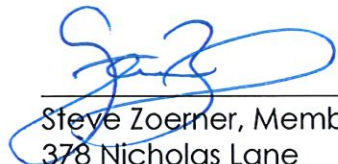
Please allow this letter to serve as a petition to the City of Dripping Springs for release of area from the city's Extraterritorial Jurisdiction (ETJ) pursuant to Section 42.101 of the Texas Property Code.

The area for release is 5.021 acres and known as 100 Longhorn Lane, Dripping Springs, Texas 78620 and described by map and metes and bounds on the following pages.

The signatures below represent the owners of the majority in value of the property requesting release.

Four Z Holdings, LLC

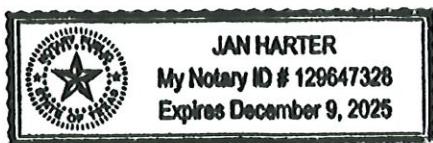
Four Z Holdings, LLC


09/21/2023
Steve Zoerner, Member
378 Nicholas Lane
Driftwood, Texas 78619
Date of Birth: 08-06-1980


09/21/2023
Kristin Zoerner, Member
378 Nicholas Lane
Driftwood, Texas 78619
Date of Birth: 05-26-1980

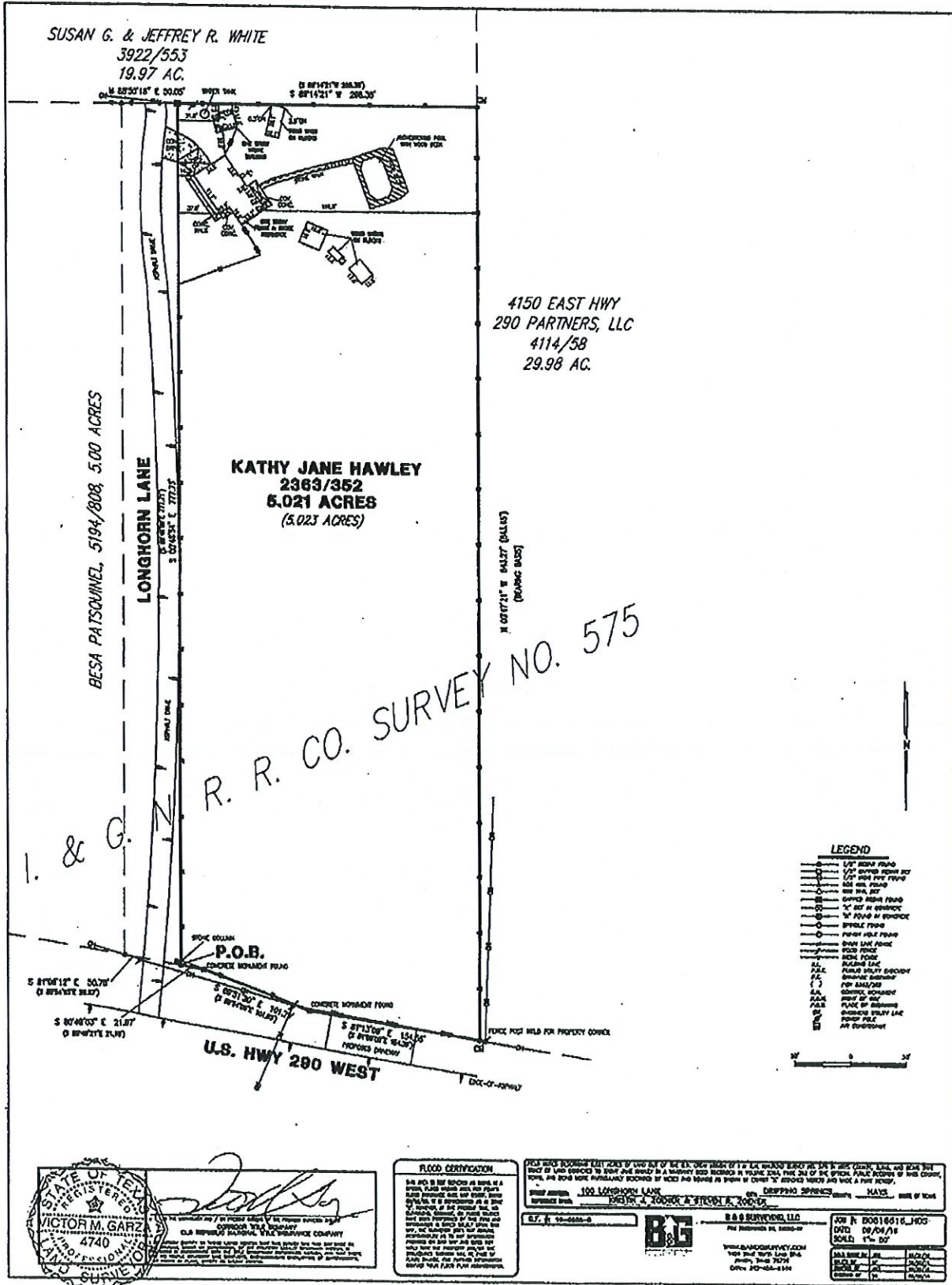
State of Texas
County of Hays

This instrument was acknowledged before me on September 21, 2023 by Jan Harter.




Notary Public's Signature

The undersigned has received, reviewed and accepted this survey this 3 day of NOVEMBER 2016 Signed: [Signature]



SUSAN G. & JEFFREY R. WHITE
3922/553
19.97 AC.

4150 EAST HWY
290 PARTNERS, LLC
4114/58
29.98 AC.

KATHY JANE HAWLEY
2363/352
5.021 ACRES
(5.023 ACRES)

BESA PATSONNEL, 5194/808, 5.00 ACRES

LONGHORN LANE

R. R. CO. SURVEY NO. 575

LEGEND table with symbols for various survey features like bearings, distances, and monuments.

U.S. HWY 290 WEST
P.O.B.
CONCRETE MONUMENT FOUND
S 89°12'00" E 154.00'
S 89°12'00" E 154.00'
S 89°12'00" E 154.00'

STATE OF TEXAS REGISTERED SURVEYOR VICTOR M. GARZA 4740

FLOOD CERTIFICATION section with text regarding flood insurance and property status.

PROPERTY INFORMATION section with details on survey location, date, and owner information.

EXHIBIT "A"

FIELD NOTES DESCRIBING 5.021 ACRES OF LAND OUT OF THE G.W. CROW ASSIGN OF I & G.N. RAILROAD SURVEY NO. 575 IN HAYS COUNTY, TEXAS, AND BEING THAT TRACT OF LAND CONVEYED TO KATHY JANE HAWLEY IN A WARRANTY DEED RECORDED IN VOLUME 2363, PAGE 352 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the south right of way line of U.S. Highway 290 West and the West right of way line of Longhorn Lane for the northeast corner hereof from which a ½" iron rod found in the east right of way line of Longhorn Lane bears S 81° 06' 12" E, 50.70 feet;

THENCE leaving the south right of way line of U.S. Highway 290 West along the west line of Longhorn Lane and the east line of Hawley tract S 00° 48' 54" E, 777.73 feet to a capped iron rod set in the north line of the Susan G. and Jeffrey R. White tract for the southeast corner hereof from which a mag nail found in the east line of Longhorn Lane bears N 88° 50' 18" E, 50.05 feet;

THENCE along the north line of the White tract and the south line of the Hawley tract S 89° 14' 21" W, 268.38 feet to a ½" iron rod found in the east line of that called 29.98 acre tract recorded in Volume 4114, Page 58 of the Official Public Records of said County for the southwest corner hereof;

THENCE along the east line of the above referenced 29.98 acre tract and the west line of that Hawley tract N 00° 47' 21" W, (Bearing Basis) 843.27 feet to a cotton spindle found in the south right of way line of U.S. Highway 290 West same being the northeast corner of the above referenced 29.98 acre tract for the northwest corner hereof;

THENCE along the south right of way line of U.S. Highway 290 West the following courses:

1. S 81° 13' 09" E, 154.36 feet to a concrete monument found.
2. S 69° 51' 20" E, 101.79 feet to a concrete monument found
3. S 80° 49' 03" E, 21.07 feet to the Place of Beginning and containing 5.021 acres of land.

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SURVEY SKETCH ONLY.


Victor M. Garza R.P.L.S. 4740

9-6-11
Date:

B & G Surveying, Inc.
1404 W. North Loop Blvd.
Austin, Texas 78756
Phone (512) 458-6969
www.bandgsurvey.com
Firm Reg. No. 100363-00
B0816616



ORDINANCE NO. 2024-[]

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DRIPPING SPRINGS, TEXAS TAX NOTE, SERIES 2024; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTE; AUTHORIZING EXECUTION OF AN INVESTMENT LETTER AND PAYING AGENT/REGISTRAR AGREEMENT; AWARDED THE SALE OF THE NOTE; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTE

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE	1
SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF THE NOTE.....	1
SECTION 3. INTEREST.....	2
SECTION 4. CHARACTERISTICS OF THE NOTE.....	2
(a) <u>Registration, Transfer, Conversion and Exchange; Authentication</u>	2
(b) <u>Payment of Note and Interest</u>	3
(c) <u>In General</u>	3
(d) <u>Substitute Paying Agent/Registrar</u>	4
SECTION 5. FORM OF NOTE.....	4
SECTION 6. INTEREST AND SINKING FUND.....	11
SECTION 7. ESTABLISHMENT OF PROJECT FUND.....	11
(a) <u>Project Fund</u>	11
(b) <u>Investment of Funds</u>	11
(c) <u>Security for Funds</u>	11
(d) <u>Maintenance of Funds</u>	12
(e) <u>Interest Earnings</u>	12
(f) <u>Perfection</u>	12
SECTION 8. DEFEASANCE OF NOTE.....	12
SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.....	13
(a) <u>Replacement Note</u>	13
(b) <u>Application for Replacement Note</u>	14
(c) <u>No Default Occurred</u>	14
(d) <u>Charge for Issuing Replacement Note</u>	14
(e) <u>Authority for Issuing Replacement Note</u>	14
SECTION 10. CUSTODY, APPROVAL AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION	14
SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE.	15
(a) <u>Covenants</u>	15
(b) <u>Rebate Fund</u>	16
(c) <u>Proceeds</u>	16
(d) <u>Allocation of, and Limitation On, Expenditures for the Project</u>	17
(e) <u>Disposition of Project</u>	17
(f) <u>Designation as Qualified Tax-Exempt Obligations</u>	17
(g) <u>Reimbursement</u>	17
SECTION 12. SALE OF NOTE.....	18
SECTION 13. DEFAULT AND REMEDIES	18
SECTION 14. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.....	19
SECTION 15. AMENDMENT OF ORDINANCE	19
SECTION 16. FURTHER ACTIONS	20
SECTION 17. INTERPRETATIONS	20
SECTION 18. NO CONTINUING DISCLOSURE UNDERTAKING	21

SECTION 19. INTERESTED PARTIES21
SECTION 20. INCORPORATION OF RECITALS.....21
SECTION 21. INCONSISTENT PROVISIONS21
SECTION 22. SEVERABILITY21
SECTION 23. REPEALER21
SECTION 24. EFFECTIVE DAY OF ORDINANCE.22
SECTION 25. PERFECTION.22
SECTION 26. REIMBURSEMENT22
SECTION 27. PAYMENT OF ATTORNEY GENERAL FEE.....22

EXHIBIT A – INVESTMENT LETTER
EXHIBIT B – PAYING AGENT/REGISTRAR AGREEMENT

ORDINANCE NO. [_____]

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DRIPPING SPRINGS, TEXAS TAX NOTE, SERIES 2024; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTE; AUTHORIZING EXECUTION OF AN INVESTMENT LETTER AND PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE NOTE; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTE

**THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF DRIPPING SPRINGS §**

WHEREAS, the City Council of the City of Dripping Springs, Texas (the "City") deems it advisable to issue a tax note (the "Note") for the purpose of paying in whole or in part contractual obligations incurred for the purposes described in Section 1 hereof ; and

WHEREAS, the Note hereinafter authorized and designated is to be issued and delivered pursuant to Chapter 1431, Texas Government Code, as amended; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Note be issued.

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

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. (a) Recitals, Amount and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Note of the City is hereby authorized to be issued and delivered in the aggregate principal amount of \$2,500,000 (the "Note") for the purpose of (1) constructing a City public works facility to support the City’s utility system and City streets (including a building for maintenance staff and a holding yard for related materials and equipment), acquiring the land for such facility and other related costs, including equipping the facility and; (2) paying professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Note.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF NOTE. The Note issued pursuant to this Ordinance shall be designated: "CITY OF DRIPPING SPRINGS, TEXAS TAX NOTE, SERIES 2024", and initially there shall be

issued, sold, and delivered hereunder one fully registered Note in the denomination of \$2,500,000 dated March 26, 2024, numbered R-1, payable to the initial purchaser thereof (as designated in Section 12 hereof), or to the registered assignee of said Note (in each case, the "Registered Owner"), and said Note shall have a final maturity date of June 1, 2030, but payable in installments on June 1 in each of the years and in the principal installments, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>PRINCIPAL INSTALLMENTS</u>
2025	\$ [355,000]
2026	\$ [390,000]
2027	\$ [410,000]
2028	\$ [430,000]
2029	\$ [445,000]
2030	\$ [470,000]

The term "Note" as used in this Ordinance shall mean and include collectively the Note initially issued and delivered pursuant to this Ordinance and any substitute or replacement Note exchanged therefor.

SECTION 3. INTEREST. The Note shall bear interest on the unpaid balance of the principal amount thereof in the manner and from the date specified in the FORM OF NOTE set forth in this Ordinance to the scheduled due date, or date of prepayment prior to the scheduled due date, of the principal installments of the Note at a rate of [___]% per annum.

SECTION 4. CHARACTERISTICS OF THE NOTE. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at [_____] in [_ __, _____] (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Note (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute

Note. Registration of assignments, transfers, conversions and exchanges of the Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign the Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel the paid Note surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of the Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Note in the manner prescribed herein, and the Note shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of the Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Note and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note, and of all conversions and exchanges of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on the Note to be payable only to the Registered Owner thereof, (ii) may be redeemed prior to its scheduled maturity at any time, (iii) may be converted and exchanged for another Note, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Note shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and

exchange for the Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owner of the Note that at all times while the Note is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

SECTION 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF NOTE

TRANSFER OF OWNERSHIP OF THIS NOTE IS SUBJECT TO CERTAIN LIMITATIONS SET FORTH IN THE NOTE ORDINANCE. REFERENCE IS HEREBY MADE TO THE ORDINANCE FOR A DESCRIPTION OF SUCH LIMITATIONS.

NO. R-1	UNITED STATES OF AMERICA STATE OF TEXAS	REGISTERED
		\$ 2,500,000
	CITY OF DRIPPING SPRINGS, TEXAS	
	TAX NOTE	

SERIES 2024

INTEREST RATE

[_____]%

DATED DATE

March 26, 2024

FINAL MATURITY DATE

June 1, 2030

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: TWO MILLION FIVE HUNDRED THOUSAND DOLLARS

ON THE FINAL MATURITY DATE SPECIFIED ABOVE, the City of Dripping Springs, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on June 1 in each of the years, in the principal installments set forth in the following schedule and bearing interest at the per annum rate set forth above:

<u>YEARS</u>	<u>PRINCIPAL INSTALLMENTS</u>
2025	\$ [355,000]
2026	\$ [390,000]
2027	\$ [410,000]
2028	\$ [430,000]
2029	\$ [445,000]
2030	\$ [470,000]

The City promises to pay interest on the unpaid principal installments hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the date of initial delivery of the Note on March 26, 2024 at the Interest Rate per annum specified above. Interest is payable on December 1, 2024 and semiannually on each June 1 and December 1 thereafter to the date of payment of the principal installment specified above; except, that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal installment shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal installment shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall

be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, at [_____], which is the "Paying Agent/Registrar" for this Note at its designated office for payment currently, [_____, _____](the "Designated Payment/Transfer Office"). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Note (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is a fully registered note dated March 26, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **\$2,500,000, FOR THE PURPOSE OF (1) CONSTRUCTING A CITY PUBLIC WORKS FACILITY TO SUPPORT THE CITY'S UTILITY SYSTEM AND CITY STREETS (INCLUDING A BUILDING FOR MAINTENANCE STAFF AND A HOLDING YARD FOR RELATED MATERIALS AND**

EQUIPMENT), ACQUIRING THE LAND FOR SUCH FACILITY AND OTHER RELATED COSTS, INCLUDING EQUIPPING THE FACILITY AND; (2) PAYING PROFESSIONAL SERVICES INCLUDING FISCAL, ENGINEERING, ARCHITECTURAL AND LEGAL FEES AND OTHER SUCH COSTS INCURRED IN CONNECTION THEREWITH INCLUDING THE COSTS OF ISSUING THE NOTE.

ON JUNE 1, 2025, or on any date thereafter, the Note may be redeemed prior to its scheduled maturity, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part.

AT LEAST THIRTY DAYS PRIOR to the date fixed for any optional redemption of this Note or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner hereof at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Note. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for this Note or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, this Note or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

UPON THE PAYMENT OR PARTIAL REDEMPTION of the outstanding principal balance of this Note, the Paying Agent/Registrar, shall note in the Payment Record appearing on this Note the amount of such payment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Registration Books, and the Paying Agent/Registrar shall also record in the Registration Books all payments of principal installments on such Certificate when made on their respective due dates.

THIS NOTE is issuable in the form of one fully-registered Note without coupons in the denomination of \$2,500,000. This Note may be transferred or exchanged as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Note of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent/Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving

payment of, or on account of, the principal hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Note is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Note.

THIS NOTE shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Note, the Registered Owner hereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Note and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Note to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Note.

City Secretary

Mayor

(SEAL)

FORM OF PAYMENT RECORD

PAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer Making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Note is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Ordinance described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for the fully registered Note which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____.

[_____]
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the within
Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Note in every particular, without alteration or
enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved
by the Attorney General of the State of Texas, and that this Note has been registered by the
Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

SECTION 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of the Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while the Note is outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original principal amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while the Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Note, as such interest comes due and such principal matures are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Note shall be deposited in the Interest and Sinking Fund and used to pay interest on the Note.

SECTION 7. ESTABLISHMENT OF PROJECT FUND. (a) Project Fund. The City's Tax Note, Series 2024 Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Note, including any premium, but excluding accrued interest, shall be deposited into the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested as permitted by the Texas Public Funds Investment Act, as amended.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Note shall be used along with the Note proceeds for the purpose for which the Note is issued as set forth in Section 1 hereof or to pay principal or interest payments on the Note; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Note from being an arbitrage bond shall be so rebated and not considered as interest earnings for the purposes of this Section.

(f) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owner of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 8. DEFEASANCE OF THE NOTE. (a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Note, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until the Defeased Note shall have become due and payable or (3) any combination of (1) and (2). At such time as the Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Note as aforesaid when proper notice of redemption of such Note shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may, at the discretion of the City Council, also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Note and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Note and premium, if any and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if it had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of the Note and such Note shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of the Note affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Note to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Note for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Note for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Note as though it was being defeased at the time of the exercise of the option to redeem the Defeased Note and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Note.

SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event the outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of the damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of the Note, the Registered Owner applying for the replacement Note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of the Note, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of the Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation of the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event the Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of a replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with the Note duly issued under this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 9(a) of this Ordinance for the Note issued in conversion and exchange for the Note.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE NOTE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and investigation, examination, and approval by the Attorney General of the State of Texas, and registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Note attached to such Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the City's Bond Counsel may, at the option of the City, be printed on the Note issued and delivered under this Ordinance, but it shall not have any legal effect, and shall be

solely for the convenience and information of the Registered Owner of the Note. In addition, if bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer.

SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Note being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note, other than investment property acquired with --

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the holders of the Note. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of a refunding note, transferred proceeds (if any) and proceeds of the refunded note expended prior to the date of issuance of the Note. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Note, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by

the Code as are consistent with the purpose for the issuance of the Note. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Bond as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Bond is issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bond, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bond is issued, by the City (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bond will not be considered a "private activity bond" within the meaning of section 141 of the Code.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 12. SALE OF THE NOTE. The Note is hereby sold and shall be delivered to [_____] (the "Purchaser") pursuant to and in accordance with the terms and provisions of the investment and commitment letter (the "Investment Letter") relating to the Note and dated the date of the passage of this Ordinance, in substantially the form attached hereto as Exhibit "A." The Note shall initially be registered in the name of the Purchaser.

In consultation with, and reliance upon the advice of the financial advisor for the City, the City Council hereby finds the terms and sale of the Note are the most advantageous reasonably available on the date and time of the pricing of the Note given the then existing market conditions and the stated terms of sale on such date and time and accordingly that such terms are in the best interest of the City.

SECTION 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Note when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owner of the Note, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, the Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owner hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the benefit of the Registered Owner of the Note.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be

in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of the Note authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owner with any liability, or be held personally liable to the Registered Owner under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 14. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "B" is a substantially final form of the Paying Agent/Registrar Agreement. The Mayor is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement.

SECTION 15. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of the holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holder, (ii) grant additional rights or security for the benefit of the holder, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holder, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Note, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the Noteholder.

(b) Except as provided in paragraph (a) above, the holder of the Note shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the holder, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to:

- (1) Make any change in the maturity of the Note;
- (2) Reduce the rate of interest borne by the Note;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Note; or
- (4) Modify the terms of payment of principal or of interest or redemption premium on the outstanding Note or impose any condition with respect to such payment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the Note a copy of the proposed amendment.

(d) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and the holder of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

SECTION 16. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note, the initial sale and delivery of the Note, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Investment Letter. In addition, prior to the initial delivery of the Note, the Mayor, the City Finance Director and Bond Counsel are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Note by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 17. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part

hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Note and the validity of the lien on and pledge of ad valorem taxes to secure the payment of the Note.

SECTION 18. NO CONTINUING DISCLOSURE UNDERTAKING. The placement of the Note is exempt from Securities and Exchange Commission Rule 15c2-12; however, the City will provide for the benefit of the purchaser of the Note the City’s most current audited financial information upon written request.

[While the Note remains outstanding and the Purchaser is the holder thereof, and upon reasonable written request from the Purchaser, the Issuer will provide the Purchaser with audited financial statements within 270 days after the close of each Issuer fiscal year ending on and after September 30, 2024, if audited financial statements are then available, unless such information is already available on the EMMA website of the Municipal Securities Rulemaking Board; provided, however, the failure of the Issuer to provide any such audited financial statements shall in no way constitute an event of default or breach hereunder or under the Investment Letter.]

SECTION 19. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owner of the Note, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owner of the Note.

SECTION 20. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 21. INCONSISTENT PROVISIONS. All orders, ordinances or resolutions, or parts thereof, which 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 contained herein.

SECTION 22. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 23. REPEALER. All orders, ordinances and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 24. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

SECTION 25. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Note and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owner of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 26. REIMBURSEMENT. The City expects to pay expenditures in connection with the purposes set forth in the Section 1 of this Ordinance prior to the issuance of the Note. The City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues the Note to accomplish the purposes set forth in Section 1 of this Ordinance. All costs to be reimbursed pursuant hereto will be capital expenditures. The Note will not be issued by the City in furtherance of this Ordinance after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service. The foregoing notwithstanding, the Note will not be issued pursuant to this Ordinance more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 27. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Note or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Note.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 5th day of March, 2024.

THE CITY OF DRIPPING SPRINGS, TEXAS

Mayor
City of Dripping Springs, Texas

ATTEST:

City Secretary
City of Dripping Springs, Texas

EXHIBIT "A"
INVESTMENT LETTER

March 5, 2024

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

McCall, Parkhurst & Horton L.L.P.
600 Congress Avenue, Suite 2150
Austin, Texas 78701

SAMCO Capital Markets
6805 N. Capital of Texas Highway, Suite 350
Austin, Texas 78731

Re: City of Dripping Springs, Texas Tax Note, Series 2024 (the "Note")

I, the undersigned, being an authorized officer of [_____] (the "Purchaser") a qualified institutional buyer within the meaning of Regulation D promulgated under the Securities Act of 1933 (the "33 Act"), or an "accredited investor" within the meaning of Section 2(a)(15) of the 1933 Act, engaged in the business of making loans, acknowledge that the City of Dripping Springs, Texas (the "Issuer" or the "City"), is issuing its Tax Note, Series 2024 (the "Note") for the purpose of (1) constructing a City public works facility to support the City's utility system and City streets (including a building for maintenance staff and a holding yard for related materials and equipment), acquiring the land for such facility and other related costs, including equipping the facility and; (2) paying professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Note.

The Note is to be issued under the authority of Chapter 1431 of the Texas Government Code, as amended. The Purchaser understands that the Note will be secured by a levy of an annual ad valorem tax, within the limits prescribed by law, upon all taxable property within the City.

The Purchaser understands that the Note is payable from, and secured by a lien on and pledge of, the receipts of an ad valorem tax levied in sufficient amounts (within the limits prescribed by law) to provide for the payment of the interest on and principal of the Note, as such interest and principal come due. In accordance with State law, the Issuer is limited to a tax rate of \$2.50 per \$100 of taxable assessed valuation for certain purposes, including the payment of debt service on certain of its debt, including the Note.

The Purchaser further understands that the Note will be approved by the Attorney General of the State of Texas, and will be delivered in the form of one fully-registered Note in the denomination of the aggregate principal amount thereof, which will be made payable to the order of the Purchaser.

In connection with the Note, the Purchaser agrees as follows:

- A. The Purchaser will purchase the Note, which shall be delivered to the Purchaser on or about March 26, 2024. Interest will accrue on the principal installments of the Note at the interest rates shown in the table below. The first interest payment date for the Note shall be December 1, 2024, with interest payable on each June and December thereafter until maturity or prior redemption. The Note shall have a maturity date of June 1, 2030, and the principal of the Note will be payable in annual installments, [or upon redemption at the option of the Issuer on June 1, 2025, or any date thereafter], under the terms and conditions described below. The purchase price for the Note shall be the principal amount thereof. Interest on the Note will accrue from the date of initial delivery. Annual principal installment payments shall be made to the registered owner of the Note on June 1 of each the years, and in the amounts, shown below:

<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rates</u>
2025	\$ [355,000]	%
2026	\$ [390,000]	%
2027	\$ [410,000]	%
2028	\$ [430,000]	%
2029	\$ [445,000]	___ %
2030	\$ [470,000]	_ %

- B. It is understood and agreed that on June 1, 2025, or on any date thereafter, the Note may be redeemed prior to its scheduled maturity, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part.
- C. The Note will be fully registered as to principal and interest, and [_____] (the "Bank") shall serve as the initial paying agent and registrar for the Note pursuant to the paying agent/registrar agreement between the Bank and the City, except for the reimbursement of any reasonable expenditures incurred by the Bank in the capacity of paying agent and registrar.
- D. In regard to its purchase of the Note, the Purchaser acknowledges that no prospectus or other offering document has been prepared; however, the Issuer has furnished the Purchaser with all information requested by the Purchaser to permit the Purchaser to make an informed decision concerning its purchase of the Note, and the Purchaser has made such inspections and investigations as it has deemed necessary to determine the investment quality of the Note and to assess all risk factors associated with the purchase and ownership of the Note. The

Purchaser hereby acknowledges and represents that it has been furnished with such financial information relating to the City as it has requested for the purpose of making its assessment of extending the loan to the City. The Purchaser has been furnished with such financial information relating to the Issuer as it has requested for the purposes of making its assessment of making a loan to the Issuer by purchasing the Note. The Purchaser has had a reasonable opportunity to request and review such other information as it needs from the Issuer in order to enable it to make its investment decision. The Purchaser is not relying on McCall, Parkhurst & Horton L.L.P., the Issuer's Bond Counsel, or SAMCO Capital Markets, Inc., the Issuer's Financial Advisor, as to the completeness or accuracy of any financial information provided to the Purchaser by the Issuer in connection with its determination to extend credit through its purchase of the Note.

- E. The Note is being purchased for the account of the Purchaser as evidence of a loan (and not on behalf of another), and the Purchaser has no present intention of reselling the Note or dividing its interest therein, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; provided, however that the Purchaser reserves the right to sell, pledge, transfer, convey, hypothecate, participate interests in, or dispose of the Note at some future date, but only to persons who have been provided sufficient information with which to make an informed decision to extend credit through its purchase of the Note. The Note may be transferred and registered in the name of the new registered owner in whole but not in part.
- F. Delivery of the Note to the Purchaser (the "Closing") shall be made at the Purchaser on or about March 26, 2024; provided that it is understood that the delivery date may be extended by mutual consent of the Purchaser and the Issuer.
- G. The Purchaser acknowledges that the Note will not be rated by any securities rating service. In addition, the Purchaser acknowledges that the Note will not be listed on any securities exchange. Further, no trading market now exists in the Note, and none may exist in the future. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to the maturity for the Note may not be possible or may be at a price below that which the Purchaser is paying for the Note.
- H. It is understood and agreed that the Purchaser is buying the Note in a private placement by the Issuer to the Purchaser. The Note is exempt from any federal securities registration requirements by virtue of Section 3(a)(2) of the Securities Act of 1933. The private placement of the Note with the Bank is exempt from the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"); consequently the Issuer has not undertaken to make any on-going disclosures for the benefit of the registered owner of the Note in accordance with the Rule. [While the Note remains outstanding and the Purchaser is the holder thereof, and upon reasonable written request from the Purchaser, the Issuer will provide the Purchaser with audited financial statements within [270] days after the close of each Issuer fiscal year ending on and after September 30, 2024, if audited financial

statements are then available or as may become available thereafter, unless such information is already available on the EMMA website of the Municipal Securities Rulemaking Board.]

- I. The Issuer will designate the Note as a "qualified tax-exempt obligation" for the Purchaser. In furtherance of that designation, in the Ordinance, the Issuer will covenant to take such action which would assure or to refrain from such action which would adversely affect the treatment of the Note as a "qualified tax-exempt obligation."
- J. This agreement shall be terminated by delivery of \$2,500,000 in principal amount of the Note to the Bank at the date of Closing, provided that the representations of the Purchaser in E above, shall survive the termination hereof.
- K. As a condition to the purchase of the Note, the Purchaser shall receive at the Closing an opinion of Bond Counsel in substantially the form attached hereto as Exhibit A. In addition, the Purchaser shall receive, at the Closing, an opinion of the Attorney General of the State of Texas to the effect that the Note has been lawfully issued by the Issuer and is a valid and binding obligation of the Issuer under applicable laws of the State of Texas.
- L. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this agreement and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this agreement, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss this agreement and any such other information, materials or communication with any and all internal and external advisors and experts that the Issuer deems appropriate before action on this agreement or any such other information, materials or communications.
- M. The Purchaser makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this agreement. As used in such verifications, "affiliate means an entity that controls, is controlled by, or is under common control with the Purchaser within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this agreement, notwithstanding anything in this agreement to the contrary.

- (a) Not a Sanctioned Company. The Purchaser represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each Purchaser and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (b) No Boycott of Israel. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- (c) No Discrimination Against Firearm Entities. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- (d) No Boycott of Energy Companies. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
- N. Attorney General Standing Letter. The Purchaser represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in Section M of this Agreement in a form accepted by the Texas Attorney General. In addition, if the Purchaser or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Purchaser receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a “Comptroller Request Letter”), such Purchaser shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City or Bond Counsel, two business days prior to Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the “Bringdown Verification”). The Bringdown Verification shall also confirm that the Purchaser (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Purchaser that received the Comptroller Request Letter) intends to

timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

[The Remainder of This Page is Intentionally Left Blank.]

Respectfully submitted,

[_____]

By: _____

Name: _____

Title: _____

ACCEPTANCE

ACCEPTED pursuant to the Ordinance adopted by the City Council of the City of Dripping Springs, Texas, this the ____ day of _____, 2024.

Mayor
City of Dripping Springs, Texas

EXHIBIT A

[An opinion in substantially the following form will be delivered by McCall, Parkhurst & Horton L.L.P., Bond Counsel, upon the delivery of the Note, assuming no material changes in facts or law.]

**CITY OF DRIPPING SPRINGS, TEXAS
TAX NOTE, SERIES 2024
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,500,000**

AS BOND COUNSEL FOR THE CITY OF DRIPPING SPRINGS, TEXAS (the "City") of the note described above (the "Note"), we have examined into the legality and validity of the Note, which bears interest from the dates specified in the text of the Note, until maturity or redemption, at the rate and payable on the dates specified in the text of the Note and in the Ordinance of the City adopted on March 5, 2024 authorizing the issuance of the Note (the "Ordinance").

WE HAVE EXAMINED the applicable and pertinent provisions of the Constitution and laws of the State of Texas, certified copies of the proceedings of the City, and other pertinent documents authorizing and relating to the issuance of the Note, including one executed Note (Note Number R-1).

BASED ON SAID EXAMINATION, IT IS OUR OPINION that said Note has been authorized, issued and delivered in accordance with law; and the Note constitutes a valid and legally binding obligation of the City except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws now or hereafter enacted relating to creditors' rights generally or by governmental immunity or general principles of equity which permit the exercise of judicial discretion; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note have been levied and pledged for such purpose, within the limit prescribed by law, all as provided in the Ordinance.

IT IS FURTHER OUR OPINION, that except as discussed below, under the statutes, regulations, published rulings, and court decisions existing on the date of this opinion, for federal income tax purposes, the interest on the Note (i) is excludable from the gross income of the owners and (ii) the Note will not be treated as a "specified private activity bond" the interest on which would be included as an alternative minimum tax preferred item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance by the City with certain representations and covenants regarding the use and investment of the proceeds of the Note and the use of the property financed therewith. We call your attention to the fact that if such representations are determined to be inaccurate or upon a failure by the City to comply with such covenants, interest on the Note may become includable in gross income retroactively to the date of issuance of the Note.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state, or

local tax consequences of acquiring, carrying, owning, or disposing of the Note, including the amount, accrual or receipt of interest on, the Note. In particular, but not by way of limitation, we express no opinion with respect to the federal, state or local tax consequences arising from the enactment of any pending or future legislation. The owners of the Note should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Note.

WE CALL YOUR ATTENTION TO THE FACT that the interest on tax-exempt obligations, such as the Note, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code.

OUR OPINIONS ARE BASED ON EXISTING LAW, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Note. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer. We observe that the City has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Note as includable in gross income for federal income tax purposes.

WE CALL YOUR ATTENTION TO THE FACT that the interest on tax-exempt obligations, such as the Note is included in a corporation's alternative minimum taxable income for purposes of determining the alternative minimum tax imposed on corporations by Section 55 of the Code.

OUR SOLE ENGAGEMENT in connection with the issuance of the Note is as Bond Counsel for the City, and, in that capacity, we have been engaged by the City for the sole purpose of rendering an opinion with respect to the legality and validity of the Note under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Note for federal income tax purposes, and for no other reason or purpose. We have not been requested to investigate or verify, and have not independently investigated or verified any records, data, or other material relating to the financial condition or capabilities of the City, or the disclosure thereof in connection with the sale of the Note, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Note and have relied solely on certificates executed by officials of the City as to the current outstanding indebtedness of the City, the assessed valuation of taxable property within the City and the sufficiency of the pledged revenues of the City.

THE FOREGOING OPINIONS represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Respectfully,

EXHIBIT "B"
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of March 26, 2024 (this "Agreement"), by and between the City of Dripping Springs, Texas (the "Issuer"), and [_____](the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Tax Note, Series 2024 (the "Note") in the aggregate principal amount of \$2,500,000, such Note to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Note is scheduled to be delivered to the purchaser thereof on or about March 26, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Note and with respect to the registration, transfer and exchange thereof by the registered owner thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Note;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

**APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR**

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Note. As Paying Agent for the Note, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Note as the same become due and payable to the registered owner thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Note. As Registrar for the Note, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Note and with respect to the transfer and exchange thereof as provided herein and in the "Ordinance."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Note.

Section 1.02. Compensation.

[As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).]

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Note Holder" each means the Person in whose name a Note is registered in the Note Register.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the ordinance of the governing body of the Issuer pursuant to which the Note is issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Note" of any particular Note means every previous Note evidencing the same obligation as that evidenced by such particular Note (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Registered Owner" each means the Person in whose name a Security is registered in the Security Register.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Note Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Note.

"Stated Maturity" means the date specified in the Ordinance when the principal of the Note is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms "Bank," "Issuer," and "Note" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer by no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the principal of each Note at its Stated Maturity or Redemption Date to the Holder upon surrender of the Note to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer by no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the interest on the Note when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by

United States Mail, first class postage prepaid, on each payment date, to the Holder of the Note (or its Predecessor Note) on the respective Record Date, to the address appearing on the Note Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Note on the dates specified in the Ordinance.

Section 3.03. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, and any regulations or rulings promulgated by the U.S. Department of the Treasury Regulations, the Bank shall report, or assure that a report is made to the Holders and the Internal Revenue Service, any amount of acquisition premium, interest paid on, original issue discount or adjusted basis of the Security.

ARTICLE FOUR

REGISTRAR

Section 4.01. Note Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Note Register") and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holder of the Note, the transfer, exchange and replacement of the Note and the payment of the principal of and interest on the Note to the Holder and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of the Note shall be noted in the Note Register.

Every Note surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority (as successor to the National Association of Security Dealers), in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Note.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Note, the exchange or transfer by the Holder thereof will be completed and a new Note delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Note to be canceled in an exchange or transfer and

the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Form of Note Register.

The Bank, as Registrar, will maintain the Note Register relating to the registration, payment, transfer and exchange of the Note in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Note Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Note Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.03. List of Note Holder. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Note Register. The Issuer may also inspect the information contained in the Note Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Note Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Note Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Note Register.

Section 4.04. Return of Canceled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, the Note in lieu of which or in exchange for which another Note has been issued, or which has been paid.

Section 4.05. Mutilated, Destroyed, Lost or Stolen Note.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue a Note in exchange for or in lieu of a mutilated, destroyed, lost, or stolen Note as long as the same does not result in an overissuance.

In case any Note shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed lost or stolen Note, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Note, and of the authenticity of the ownership

thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Section 4.06. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to any portion of the Note it has paid pursuant to Section 3.01, Note it has delivered upon the transfer or exchange of any Note pursuant to Section 4.01, and Note it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Note pursuant to Section 4.05.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Note, but is protected in acting upon receipt of a Note containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a

resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank shall maintain a copy of the Note Register within the State of Texas.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Note in the manner described in any closing memorandum as prepared by the City, the City's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Issuer or its Financial Advisor or other agent as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with the instructions set forth in the closing memorandum.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Note shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holder of any Note, or any other Person for any amount due on any Note from its own funds.

Section 5.04. May Hold Note.

The Bank, in its individual or any other capacity, may become the owner or pledgee of the Note and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a trust account to be held in an agent capacity for the payment of the Note, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with the Note or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such Note have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Note shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Note and remaining unclaimed for three years after the final maturity of the Note has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Note shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Note is otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for Note to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. Attorney General Standing Letter.

The Bank represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in Section 5.10 of this Agreement in a form accepted by the Texas Attorney General. In addition, if The Bank or the parent company, a wholly- or majority-owned subsidiary or

another affiliate of such Bank receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a “Comptroller Request Letter”), such Bank shall promptly notify the Issuer and Bond Counsel (if it has not already done so) and provide to the Issuer or Bond Counsel, two business days prior to Closing and additionally upon request by the Issuer or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Texas Attorney General (the “Bringdown Verification”). The Bringdown Verification shall also confirm that such Bank (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Bank that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

Section 5.10. Verifications of Statutory Representations and Covenants.

The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

- (a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- (c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the

foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

- (d) No Boycott of Energy Companies. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses set forth below:

Issuer

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620
Attn: City Manager

Paying Agent/Registrar

[_____]
[Address and POC _____]

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation or association into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell, lease, or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor Paying Agent/Registrar hereunder and vested with all of the powers, rights, obligations, duties, remedies, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Note to the Holder thereof or (ii) may be earlier terminated by either party upon thirty (30) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed

by the Issuer and such appointment accepted and (b) notice has been given to the Holder of the Note of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Note.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Note Register (or a copy thereof), together with other pertinent books and records relating to the Note, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[_____]

By: _____

Title: _____

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Mayor

SCHEDULE A



To: Mayor Bill Foulds Jr. & City Council
From: Tory Carpenter, AICP – Planning Director
Date: March 5, 2024
RE: 10 Federal Fee Appeal Request

I. Overview

Site development fees are based on the value of site improvements to the project. The fee permit structure is meant to assess fees to recoup cost of staff time for permit processing, review, inspections, and applicant coordination.

The applicant reached out to staff about concerns with reducing the fee. Staff reviewed their estimated cost and were able to omit demolition costs of the project which reduced the original amount to \$20,171.62.

II. Applicant Request

Staff calculated the site development fee at \$20,717.62. The applicant is requesting an omission of several of the construction costs to lower the assessed value of the project and is requesting a fee of \$4,611. The full applicant request is attached to this report.

III. ETJ Site Plan Analysis

At their January 16 meeting, the City Council directed staff to analyze site development fees, particularly for properties in the ETJ. Staff reviewed and compared our site plan requirements as outlined below:

Requirement	City Limits	ETJ
Vicinity map	Required	Required
Property plat or boundary survey	Required	Required
Names of adjacent properties and owners	Required	Required
Location, width, and names of existing or platted streets	Required	Required
Easements	Required	Required
Existing buildings and railroad rights-of-way	Required	Required
Topography	Required	Required
Natural features	Required	Required
Thoroughfares, collector streets, and intersections	Required	Required
Specific configuration of streets, lots, and blocks	Required	Required

Driveways	Required	Required
Buildings	Required	Required
Floodplains and drainageways	Required	Required
Utilities and easements	Required	Required
Drainage structures	Required	Required
Retention/detention ponds	Required	Required
Fences, signage, etc.	Required	Required
Erosion and sedimentation control plan	Required	Required
Sidewalk	Required	Required
Utilities	Required	Required
Development agreement compliance	Required	Not required
Zoning compliance	Required	Not required
Planned development districts compliance	Required	Not required
Relationship to adjacent uses	Required	Not required
Traffic circulation	Required	Not required
Parking	Required	Not required
Street design	Required	Not required
Landscaping	Required	Not required
Lighting	Required	Not required

While ETJ site development permits require similar administrative and coordination efforts than other site development permits, they typically involve less complex reviews and inspections.

Staff Recommendation:

Given the reduced staff time needed for reviewing and inspecting ETJ site development permits, staff proposes a fee amendment establishing a 20% reduction for ETJ projects compared to city limits site development plan fees.

Staff also recommends that this 20% fee reduction be applied to the 10 Federal site development project associated with this appeal for a final fee of \$16,574.09



January 11, 2024

Honorable Mayor and City Council
City of Dripping Springs
511 Mercer Street
Dripping Springs, TX 78620

RE: Site Permit Fee Appeal Request
10Federal Dripping Springs
3975 E US HWY 290
Dripping Springs, Texas

Honorable Mayor and City Council:

On behalf of KGE MT 3975 US 290 Dripping Springs TX LLC, we request an appeal to the Site Development Permit Application Fee determination for the proposed 10Federal Dripping Springs project at 3975 E US Highway 290 in Hayes County within the City's Extraterritorial Jurisdiction. We believe this fee should only be based on the sitework cost within the City's Extraterritorial Jurisdiction (ETJ) and not the entire sitework costs invoiced by the City. The following describes our request. For reference, I have attached the associated invoice and the Engineer's Opinion of Probable Construction Costs (OPC).

City Code of Ordinances Article A1.000 Section 3.1 defines the Site Development Permit Application Fee calculation. Per the attached invoice, this project is required to pay a Site Development Permit fee of \$20,717.62, as a "Mega Project" (3.1.6), or \$2,000 plus 1.5% of the estimated total construction costs of the improvements. However, proper application of this calculation should exclude many site work items resulting in a fee of \$4,730 as a "Large Project" (3.1.5), or \$2,000 plus 1.5% of the estimated total construction costs of the improvements.

The proposed 10Federal Dripping Springs project is a proposed redevelopment of an existing self-storage facility with a new, modern indoor self-storage facility. Site work for this development requires grading, sediment and erosion control, storm water management, retaining walls, utility services, paving, site lighting, and other incidental site work. No public improvements (Road, water main, sewer main, subdivision plat, etc.) are proposed. Many of these sitework items are required by the Building Code and regulated by the Hayes County Building Permit. The Texas Local Government Code Sec 212.049 states that a City does not have jurisdiction over building permits within the ETJ. Likewise, the City does not serve the site with sewer, water, or electric. The following table provides a summary of the sitework costs as shown on the attached OPC, with the addition of cost for the proposed public sidewalk that was not included. In addition, the table provides the code that regulates the improvements shown on the OPC and separates the cost by the regulating jurisdiction (City vs County). Lastly, the table summarizes the total cost and correct Site Development Permit Fee.

Table 1: Summary of Regulating Code and Associated Cost

	Regulating Code	City	County
Demolition (not included in the Permit fee invoice)	IBC Chapter 33		\$164,371
Earthwork	IBC Chapter 18 and Appendix J		\$200,717
Rock Excavation	IBC Chapter 18 and Appendix J		\$117,964
Slope Stabilization	IBC Chapter 18 and Appendix J		\$14,565
Erosion and Sediment Control	City Code 28.04.016	\$46,449	
Storm Sewers	IPC Chapter 11		\$114,005
Storm Water BMPs	City Code 22.05	\$127,628	
Water Service	IPC Chapter 6, IFC Chapter 5 and Appendix C, West Travis County Public Utility Agency		\$114,963
Sanitary Sewer Service	IPC Chapter 7, Hays County "Order Adoption Rules for Hays County, Texas for On-Site Sewage Facilities"		\$23,610
Electric and Telecom Service	NEC, Pedernales Electric Cooperative		\$17,311
Paving	IBC Chapter 11, IFC Appendix D		\$278,027
Public Sidewalk	City Code 28.04.019	\$7,900	
Pavement Markings and Signage	IBC Chapter 11, IFC Appendix D		\$25,554
Parking Lot Lighting	Excluded by City Code 28.04.009(a)(9)		\$67,408
Site Finishes	IBC Chapter 10		\$99,640
Total Cost		\$181,977	\$1,238,135
Site Development Permit Application Fee =		\$4,730	

IBC = International Building Code IPC = International Plumbing Code
 IFC = International Fire Code NEC = National Electric Code

As is noted in the table above, the Site Development Permit Application Fee has been calculated based on numerous items that are noted with the regulatory Jurisdiction of the City as the property is located within the ETJ. Therefore, we request the fee be corrected to \$4,730 and a refund be issued to the applicant for excess fee paid.

We appreciate your attention to this request.

Matthew A. Kriete 1/11/24


Matthew A. Kriete, P.E.
 Texas Professional Engineer 126148
 Texas Professional Engineering Firm 17700

cc: 10Federal
 ES&S PN: G15964



City of Dripping Springs

Item # 12.

Physical: 511 Mercer Street • Mailing: P.O. Box 384 • Dripping Springs, Texas 78620
512.858.4725 • www.cityofdrippingsprings.com

Friday, September 29, 2023

Invoice for:

Permit Number SD2023-0013
Dripping Springs TX 78620
3975 US 290

N/A

Available Payment Options:

Pay Online with your Visa, Mastercard or via ACH (Direct Debit from Checking Account) through the MyGovernmentOnline.org portal:

Go to www.mygovernmentonline.org and login with your user account. Click on the "Account" button at the top right section of the page. Scroll down to the "My Permits" section. Locate the permit number you wish to pay and click on "View Permit". Click on the "Payments" tab. Click on the "Pay Online" button near the bottom of the page to pay the balance with your Visa or MasterCard. Once you have completed processing your payment please allow the permit review staff sufficient time to review your project and follow-up with you.

Pay In-Person (Cash or Check):

511 Mercer Street
Dripping Springs, TX 78620

Fee Type	Amount Due	Amount Paid
Public Notice Signage	\$25.00	\$0.00
Pre-Application Conference Fee	\$180.00	\$0.00
Mega Projects (\$501,000.00 and Higher)	\$20717.62	\$0.00
	\$20922.62	\$0.00

Balance to Pay: \$20922.62



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2. No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
1.00	DEMOLITION				
1.01	Building Demolition & Haul-off	25,000	S.F.	\$2.15	\$53,750.00
1.02	Septic Removal incl. haul and disposal	1	LUMP SUM	\$8,670.00	\$8,670.00
1.03	Plug and Cap Well	1	LUMP SUM	\$2,550.00	\$2,550.00
1.04	Remove tank and misc. utilities	1	LUMP SUM	\$4,590.00	\$4,590.00
1.05	Footing Demolition & Haul-off	400	C.Y.	\$148.16	\$59,264.00
1.06	Fence Removal	1,860	LF	\$2.66	\$4,947.60
1.07	Pavement Demolition & Disposal	2,500	S.Y.	\$12.24	\$30,600.00
SUBTOTAL:					\$164,371.60

2.00	EARTHWORK				
2.01	Site Prep., Clearing & Grubbing of Light Brush, Stump Removal (Chip on Site)	0.75	ACRES	\$7,038.00	\$5,278.50
2.02	Strip Topsoil (6") Stockpile	1,200	C.Y.	\$5.00	\$6,000.00
2.03	Respread Topsoil	1,200	C.Y.	\$4.35	\$5,220.00
2.04	On-Site Excavation & Placement, Compaction	8,200	C.Y.	\$7.41	\$60,762.00
2.05	Off-Site Imported Fill, Haul-in, Compaction	1,533	C.Y.	\$18.87	\$28,927.71
2.06	Fine Grading of Building Areas	4,900	S.Y.	\$2.46	\$12,054.00
2.07	Proof-roll Subgrade Pavement Areas	3,866	S.Y.	\$1.49	\$5,760.34
2.08	Soil Stabilization (Lime, Fly Ash, etc.)	3,270	C.Y.	\$23.46	\$76,714.20
SUBTOTAL:					\$200,716.75

OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
3.00	ROCK EXCAVATION				
3.01	Mass Rock (Rippable)	150	C.Y.	\$13.14	\$1,971.00
3.02	Mass Rock (Drilling and Blasting)	950	C.Y.	\$82.07	\$77,966.50
3.03	Trench Rock	200	C.Y.	\$190.13	\$38,026.00
SUBTOTAL:					\$117,963.50

4.00	SLOPE STABILIZATION				
4.01	Mechanically Stabilized Earth Retaining Walls (Does Not Include Fence)	500	S.F. Face	\$29.13	\$14,565.00
SUBTOTAL:					\$14,565.00

5.00	EROSION & SEDIMENT CONTROL				
5.01	Construction Entrance/Exit (incl. Maintenance & Removal)	1	EACH	\$4,675.37	\$4,675.37
5.02	Concrete Washout Pit (incl. Maintenance & Removal)	1	EACH	\$3,759.47	\$3,759.47
5.03	Diversion Dike (incl. Maintenance & Removal)	160	L.F.	\$8.85	\$1,416.00
5.04	Inlet Protection (incl. Maintenance & Removal)	5	EACH	\$151.53	\$757.65
5.05	Rip Rap/ Outlet Protection (incl. Fabric)	120	TON	\$77.98	\$9,357.60
5.06	Rock Ditch Check (incl. Maintenance and Removal)	2	EACH	\$1,071.80	\$2,143.60
5.07	Staging Area (4" Rock, incl. Maintenance & Removal)	500	S.Y.	\$11.74	\$5,870.00
5.08	Straw Wattle (incl. Maintenance & Removal)	750	L.F.	\$7.28	\$5,460.00
5.09	Temporary Sediment Trap (incl. Maintenance & Removal)	1	EACH	\$8,350.49	\$8,350.49
5.10	Temporary Seeding/Mulching	2	ACRES	\$3,105.74	\$4,658.61
SUBTOTAL:					\$46,448.79



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
6.00	<u>STORM SEWER</u>				
6.01	6" HDPE	240	L.F.	\$11.78	\$2,827.20
6.02	12" HDPE	64	L.F.	\$30.60	\$1,958.40
6.03	15" HDPE	412	L.F.	\$44.37	\$18,280.44
6.04	24" HDPE	204	L.F.	\$98.94	\$20,183.76
6.05	24" RCP	65	L.F.	\$88.79	\$5,771.35
6.06	Excavation (3'-6' Deep)	716	L.F.	\$14.70	\$10,525.20
6.07	Excavation (7'-14' Deep)	269	L.F.	\$34.27	\$9,218.63
6.08	Catch Basin w/ Single Grate (<4' x <4')	2	EACH	\$5,362.28	\$10,724.56
6.09	Curb Inlet, Combination w/ Single Grate (<4' x <4')	3	EACH	\$5,647.54	\$16,942.62
6.10	Outfall Control Structure	1	EACH	\$11,772.04	\$11,772.04
6.11	Curb Cut	1	EACH	\$1,479.00	\$1,479.00
6.12	12" Flared End Section	1	EACH	\$371.38	\$371.38
6.13	15" Flared End Section	1	EACH	\$503.78	\$503.78
6.14	24" Flared End Section	4	EACH	\$861.70	\$3,446.80
SUBTOTAL:					\$114,005.16

7.00	<u>STORM WATER BEST MANAGEMENT PRACTICES</u>				
7.01	Bioretention Basin (Up to Source Watershed)	1	EACH	\$28,305.00	\$28,305.00
7.02	Underground Detention Basin	205	L.F.	\$484.50	\$99,322.50
SUBTOTAL:					\$127,627.50



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
8-00	WATER SERVICE				
8.01	3/4" Polyethylene (PE)	230	L.F.	\$2.42	\$556.60
8.02	6" PVC (C-900)	635	L.F.	\$81.09	\$51,492.15
8.03	6" Ductile Iron Pipe (Mechanical joint)	40	L.F.	\$135.15	\$5,406.00
8.04	Excavation (3'-4' Deep)	905	L.F.	\$6.06	\$5,484.30
8.05	1" Ball Valve & Box	1	EACH	\$249.90	\$249.90
8.06	6" Gate Valve & Box	6	EACH	\$1,917.60	\$11,505.60
8.07	6" Tap (incl. Tapping Sleeve & Valve)	1	EACH	\$4,714.05	\$4,714.05
8.08	Fire Hydrant Assembly (incl. Gate Valve & Box)	3	EACH	\$4,825.11	\$14,475.33
8.09	3/4" Meter + Backflow Preventer (incl. Pit)	1	EACH	\$1,249.50	\$1,249.50
8.10	6" Backflow Preventer (incl. Vault)	1	EACH	\$12,240.00	\$12,240.00
8.11	6" Fitting (Bends, Reducers, etc.) w/ Thrust Block	3	EACH	\$815.69	\$2,447.07
8.12	6" Tee w/ Thrust Block	2	EACH	\$582.23	\$1,164.46
8.13	Pavement Patch in Road	20	S.Y.	\$198.90	\$3,978.00
SUBTOTAL:					\$114,962.96

9-00	SANITARY SEWER				
9.01	6" PVC (SDR 35)	75	L.F.	\$14.64	\$1,098.00
9.02	Excavation (7'-14' Deep)	75	L.F.	\$34.27	\$2,570.25
9.03	Cleanout (Up to 6' Deep)	2	EACH	\$791.17	\$1,582.34
9.04	OSSF incl. tanks,pumps, dosing, fill, etc	1	LUMP SUM	\$18,360.00	\$18,360.00
SUBTOTAL:					\$23,610.59



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
10.00	UTILITIES				
10.01	4" PVC Conduit & Sweeps	255	L.F.	\$29.68	\$7,568.40
10.02	Electric Transformer/ Switchgear Concrete Pad	1	EACH	\$1,939.58	\$1,939.58
10.03	Riser Added to Utility Pole	1	EACH	\$5,916.00	\$5,916.00
10.04	Pullbox/Handhole	1	EACH	\$1,887.00	\$1,887.00
SUBTOTAL:					\$17,310.98

11.00	PAVING				
11.01	Standard Duty Asphalt (3" Asphalt, 10" Base)	2,800	S.Y.	\$54.66	\$153,048.00
11.02	Pervious Pavement	808	S.Y.	\$86.70	\$70,053.60
11.03	Concrete Drive Apron	110	S.Y.	\$132.60	\$14,586.00
11.04	4" Concrete Sidewalks	148	S.Y.	\$70.87	\$10,488.76
11.05	6" Concrete Curb w/ 18" Wide Gutter (incl. Base)	765	L.F.	\$39.02	\$29,850.30
SUBTOTAL:					\$278,026.66

12.00	PAVEMENT MARKING, SIGNAGE, AND ACCESSORIES				
12.01	Striping (2 Coats, 15 mil. Wet Thickness)	500	L.F.	\$1.95	\$975.00
12.02	Fire Lane Striping	1,050	L.F.	\$2.96	\$3,108.00
12.03	Accessible Symbol	1	EACH	\$70.38	\$70.38
12.04	Road Signage (Stop, No Trucks, Pedestrian Crossing, etc.)	2	EACH	\$357.00	\$714.00
12.05	Site Signage (ADA Parking, Fire Lane, etc.)	9	EACH	\$331.50	\$2,983.50
12.06	Bollard	20	EACH	\$855.27	\$17,105.40
12.07	Precast Concrete Wheel Stop	7	EACH	\$85.43	\$598.01
SUBTOTAL:					\$25,554.29



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
13.00	PARKING LOT LIGHTING				
13.01	Conduit and Wiring	1,100	L.F.	\$28.31	\$31,141.00
13.02	15' LED Parking Lot Light (incl. Base, Pole, Fixture)	7	EACH	\$5,181.09	\$36,267.63
SUBTOTAL:					\$67,408.63

14.00	SITE FINISHES				
14.01	4' Tall Fence at Retaining Walls	945	L.F.	\$56.99	\$53,855.55
14.02	Guard Rail (Steel)	945	L.F.	\$48.45	\$45,785.25
SUBTOTAL:					\$99,640.80

GRAND TOTAL: \$ ~~1,412,213.21~~
\$ 174,076.29





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

Submitted By: Caylie Houchin; DSRP Programs Coordinator

Council Meeting Date: March 5, 2024

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

Agenda Item Sponsor: Sherrie Parks

Summary/Background: Division 3:Youth Programs' Standards of Care also needs to be approved by City Council on a yearly basis. In 1995, during the 74th State Legislation Session, Senate Bill 212 was passed. This bill exempts certain youth programs from child-care licensing requirements including elementary-age (ages 5-13) recreation program operated by a municipality.

The governing body of the municipality must annually adopt "Standards of Care" by Ordinance with public hearing. The ordinances shall include, staffing ratios, staff qualifications, facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provide that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

Notable changes include adding a section on transportation to the Standards of Care ordinance.

Commission Recommendation: PRC approved the edits to the Standards of Care on February 21, 2024.

Staff Recommendation: Recommend approval of changes to Article 16.02 Parks and Recreation.

Attachments: Article 16.02 Parks & Recreation Strikethrough Copy
Youth Programs Standard of Care Ordinance
Senate Bill 212 1995

Next Steps/Schedule: Place on the March 5, 2024, City Council agenda for approval.

AN ACT

relating to exempting certain youth programs from child-care licensing requirements.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subsection (b), Section 42.041, Human Resources Code, is amended to read as follows:

(b) This section does not apply to:

- (1) a state-operated facility;
- (2) an agency home;
- (3) a facility that is operated in connection with a shopping center, business, religious organization, or establishment where children are cared for during short periods while parents or persons responsible for the children are attending religious services, shopping, or engaging in other activities on or near the premises, including but not limited to retreats or classes for religious instruction;
- (4) a school or class for religious instruction that does not last longer than two weeks and is conducted by a religious organization during the summer months;
- (5) a youth camp licensed by the Texas Department of Health;
- (6) a hospital licensed by the Texas Department of Mental Health and Mental Retardation or the Texas Department of Health;
- (7) an educational facility accredited by the Central Education Agency or the Southern Association of Colleges and Schools that operates primarily for educational purposes in grades kindergarten and above;
- (8) an educational facility that operates solely for educational purposes in grades kindergarten through at least grade two, that does not provide custodial care for more than one hour during the hours before or after the customary school day, and that is a member of an organization that promulgates, publishes, and requires compliance with health, safety, fire, and

sanitation standards equal to standards required by state, municipal, and county codes;

(9) a kindergarten or preschool educational program that is operated as part of a public school or a private school accredited by the Central Education Agency, that offers educational programs through grade six, and that does not provide custodial care during the hours before or after the customary school day;

(10) a family home, whether registered or not;

(11) an educational facility that is integral to and inseparable from its sponsoring religious organization or an educational facility both of which do not provide custodial care for more than two hours maximum per day, and that offers educational programs for children age five and above in one or more of the following: kindergarten through at least grade three, elementary, or secondary grades; [ø]

(12) an agency group home;[-]

(13) [~~(12)~~] an emergency shelter facility providing shelter to minor mothers who are the sole support of their natural children under Section 35.05, Family Code, unless the facility would otherwise require a license as a child-care facility under this section;

(14) an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility; or

(15) an annual youth camp held in a municipality with a population of more than 1.5 million that operates for not more than three months and that has been operated for at least 10 years by a nonprofit organization that provides care for the homeless.

SECTION 2. This Act takes effect September 1, 1995.

SECTION 3. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended.

President of the Senate Speaker of the House

I hereby certify that S.B. No. 212 passed the Senate on February 28, 1995, by a viva-voce vote; and that the Senate concurred in House amendments on May 24, 1995, by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 212 passed the House, with amendments, on May 19, 1995, by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024- ____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE STANDARDS OF CARE; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, quality youth programs provide benefits to the children and youth served such as improved academic achievement, self-esteem, social skills and career development; and

WHEREAS, it is important for organized youth programs to adhere to recognized quality program standards which include well-trained, professional staff for the safety of all children and youth served; and

WHEREAS, adequate funding is necessary to provide quality youth mentoring programs and to increase the number of youth served; and

WHEREAS, providing standards of care benefits the City, its residents, and the youth involved in City youth activities.

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.

2. AMENDMENT

Code of Ordinances, City of Dripping springs, Texas, is hereby amended to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Language that is struck through is repealed; language that is underlined is added.

3. REPEALER

All resolutions, 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. SEVERABIITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

- CODE OF ORDINANCES
Chapter 16 - PUBLIC WAYS AND PLACES
ARTICLE 16.02. - PARKS AND RECREATION
DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE

DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE

Sec. 16.02.101. Title.

This division shall be cited as the "standards of care ordinance."

(Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.102. Purpose.

The following standards of care are intended to be minimum standards by which the city will operate the city's youth programs. These are the basic child-care regulations for programs operated by the city. The programs operated by the city are recreational in nature and are not day care programs. This will allow the city to qualify as being exempt from the requirement of the Texas Human Resources Code. The city is not licensed by the state to offer day care programs.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.103. Applicability.

These standards apply to the Coyote Kids Nature Day Camp program and other youth programs offered by the city and directly supervised by city staff.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.104. Definitions.

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

Camp counselor: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs. This definition also includes camp director.

Camp director: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

City park or park: The city parks identified below and any land now or hereafter dedicated by the city as a municipal park.

Commission: The city's parks and recreation commission (aka, "parks and rec") or any successor entity.

Department: City of Dripping Springs Parks & Community Services Department.

Parent(s): One or both parents(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in the city youth program.

Park: Drippings Springs Ranch Park, the site at which any city youth program may be hosted.

Participant: A youth whose parent(s) or guardian(s) have completed all required registration procedures and determined to be eligible for a city youth program.

Program manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to the city's youth programs.

Programs site: Area or facilities where the city youth programs are held.

Youth program(s): The city's youth programs consisting of the summer day camp program and other youth programs offered by the city and directly supervised by city staff, which lasts one week (five days) or longer.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.105. General information/administration.

- (a) Organization. The governing body of the city's youth programs is the city council.
- (b) Implementation. Implementation of the youth programs standards of care is the responsibility of the- DSRP Manager or designee.
- (c) Application. Programs to which these standards of care will apply are: Coyote Kids Nature Day Camp and other youth programs.
- (d) Access to standards.
 - (1) Each site will have available for public and staff review a current copy of the standards of care.
 - (2) Parents will be provided a copy of the current standards of care upon request.
 - (3) Standards of Care will be accessible on the city's website.
- (e) Program objectives for youth programs.
 - (1) To offer a program of varied recreational activities appropriate for children, such as but not limited to those programs that are related to nature, arts and crafts, sports and games, education, drama, special events, and other such activities designed for elementary age children.
 - (2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.
 - (3) To provide a pleasant, memorable, educational and fun recreational experience in a positive environment.
 - (4) To provide a safe environment; always promoting good health and welfare for all.
 - (5) To educate, instill self-confidence, teach teamwork skills and inspire kids to use their leisure time wisely through outdoor education and recreation, in an effort to meet emotional, physical and social needs.
- (f) Exemption status. Once an exempt status is established, the licensing division will not monitor the recreational program. The licensing division will be responsible for investigating complaints of unlicensed

Created: 2023-07-07 09:29:00 [EST]

(Supp. No. 4)

child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local law enforcement authorities.

- (g) Standards of care review. Standards will be reviewed annually and approved by the city council after a public hearing is held to pass an ordinance regarding section 42.041(b)(14) of the Human Resources Code.
- (h) Child care licensing. Child care licensing will not regulate these programs nor be involved in any complaint investigation related to the program.
- (i) Complaints. Any parent, visitor or staff may register a complaint by contacting the DSRP Manager-Program Coordinator Monday through Friday, 8:00 a.m. to 5:00 p.m.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.106. Staffing.

- (a) Requirements.
 - (1) Program staff must be at least 15 years old.
 - (2) All program staff should possess or complete prior to the beginning of camp, the following certifications from a nationally recognized organization in the following areas:
 - (A) Community CPR or the equivalent.
 - (B) First aid.
 - (3) Staff must complete the mandatory training program for the day camp.
 - (4) Staff must exhibit competency, good judgment, and self-control throughout the duration of camp.
 - (5) Staff should relate to the children with courtesy, respect, acceptance, and patience.
 - (6) Staff shall not abuse or neglect children.
 - (7) Staff will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any area of improvement or suggestions.
- (b) Criminal background checks will be conducted on prospective summer day camp employees. An applicant may be disqualified if they have a criminal conviction.
- (c) A prospective employee may be subject to a drug test prior to hiring.
- (d) The state-required ratio for number of children (ages five to 13) may not exceed 12:1 children to staff.
- (e) Participants with special needs requiring personal assistance, i.e., feeding, changing of clothes, using the restroom, must provide an attendant for the duration of the program. Program staff will not provide personal assistance. The attendant will be admitted to the program free of charge.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.107. Facility standards.

- (a) Safety measures.
 - (1) First-aid kits and infection control kits should be available at the site at which the participants are engaged in program activities.
 - (2) First-aid guidelines should be on file, and available at the site, and include:

Created: 2023-07-07 09:29:00 [EST]

(Supp. No. 4)

-
- (A) CPR/rescue breathing sequence guidelines.
 - (B) First-aid review.
 - (C) Medical emergency procedures.
- (3) In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location.
 - (4) A disaster and evacuation procedure should be posted at the facility.
 - (5) If the site is a building, the site should be provided with clearly marked exits for use in emergency.
- (b) Inspections.
 - (1) The facility should generally be kept reasonably free of insects, rodent and stray animals.
 - (2) Program employees will inspect sites daily for any sanitation or safety concerns. Those concerns should be passed on to the supervisor immediately.
 - (c) Health and sanitation.
 - (1) The facility must have a sufficient number of restrooms, which are maintained in good repair, equipped for independent use by children, and designed to permit staff supervision as needed.
 - (2) The site must have an adequate supply of water and it will be readily available to all participants in a safe and sanitary manner.
- (Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.108. Service standards.

This information will be provided to each staff member as a part of the day camp staff manual.

- (1) Appearance and behavior.
 - (A) Staff will wear name badges that are clearly visible.
 - (B) Appropriate shirts, shorts, and tennis shoes are to be worn at all times. No tube tops allowed, shorts should be at a respectable length, no cutoffs.
 - (C) No clothing should bear any inappropriate logos, phrases, or pictures.
 - (D) Any staff member, who does not adhere to the dress code, will be sent home for the day without pay.
 - (E) Cell phone use is allowed only when the staff is on an approved break, when there are emergency circumstances, or when approved by the camp director.
 - (F) Staff will wear provided Camp t-shirts on field trip days.
- (2) Communication with parents.
 - (A) Staff will keep parents ~~continuously~~ informed of activities and schedules. A weekly schedule will be posted at the park--general schedule will be sent to parents/guardians via email prior to the session start.
 - (B) Detailed daily schedule will be available at camp drop-off.
 - (B) Camp participants and parents will be treated with respect at all times.

(C) Staff will note details of ~~substantial~~significant behavior of participants and update parents as needed when the participant is picked up, as much as possible.

(3) Additional staff responsibilities.

- (A) Staff will monitor the sign in/out log at all times.
- (B) Staff will spend their time actively involved with participants and/or parents.
- (C) Staff will make an attempt to answer any complaints at the site and resolve all problems in a timely fashion. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately and be investigated within 24 hours.
- (D) Camp staff will clean the program area after each activity.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.109. Operational issues.

- (a) Emergency phone numbers are kept with the day camp director at all times. These numbers will include the nearest fire, police, and ambulance services.
- (b) A day camp program manual is given to every day camp employee. An additional manual will be located at each site where all staff can have access to the manual. The manual will contain the following information:
 - (1) Discipline issues.
 - (2) City rules and regulations.
 - (3) Forms that must be filled out.
 - (4) Service standards.
 - (5) Game/activity leadership.
 - (6) Ways to interact with children.
- (c) Sign-in/out sheets will be used every day. Only adults listed on sign-in/out release will be allowed to pick up children. An authorized person must enter the building, present appropriate ~~identification~~identification, and sign the sheet in order for staff to release the child.
- (d) Parents will be notified regarding planned field trips and provided the required release forms.
- (e) Enrollment information will be kept and maintained on each child and shall include:
 - (1) Child's name, birth date, home address, home telephone number, physician's phone number and the appropriate daytime contact information where parents can be reached during normal business hours.
 - (2) Names and telephone numbers of persons to whom the child can be released.
 - (3) Liability waiver.
 - (4) Statement of the child's special problems and/or needs, including but not limited to any known allergies.
 - (5) Designation of need for reasonable accommodations.
 - (6) Signed acknowledgement of program code of conduct by a parent or guardian.
- (f) Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation that placed the child at risk.

Commented [CH1]: Do we want to change this language ?

Commented [AB2R1]: Maybe "as needed when the participant is picked up".

Created: 2023-07-07 09:29:00 [EST]

(Supp. No. 4)

(g) Program employees will follow the recommendations of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

(h) Staff shall notify parents or authorized persons of children in the facility when there is an outbreak of a communicable disease in the facility that is required to be reported to the county department of health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Commented [CH3]: Do we want to ask Laura about this?

Commented [AB4R3]: I would say leave it in.

Commented [LM5R3]: Agreed. Just don't tell them what kid it was.

Sec. 16.02.110. Behavior management and discipline procedures.

(a) Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interest of program participants in mind.

(b) There will be no harsh, cruel, or corporal punishment used as a method of discipline.

(c) Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for the chosen action.

(d) Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident report to indicate they have been advised about specific problems and/or negative behaviors.

(e) A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program without refund. Parents/guardians will be promptly notified to ~~collect~~ pick up their child. Depending on the circumstances, the child may not be allowed to return for the remainder of the session and/or season. Parents/guardians will be contacted to pick up their child immediately.

(f) In instances where there is danger including physical harm or threat of physical harm to participants, staff, or themselves, the offending participant(s) will be removed from the program immediately. Parent(s) or guardian(s) will be contacted to pick up the child immediately.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Commented [CH6]: Wording?

Commented [AB7R6]: Parents/guardians will be promptly notified to pick up their child. Depending on the circumstances, the child may not be allowed to return for the remainder of the session and/or season.

Sec. 16.02.111. Illness or injury.

(a) Parents shall be notified in cases of illness or injury.

(b) When an incident occurs that results in an injury, an incident report shall be filled out immediately after the incident.

(c) A child who is ill or injured shall be supervised until the parent or other authorized adult removes the child from the site.

(d) In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a child that could be construed as child abuse, the incident must immediately be reported to the camp director, who will immediately notify the county's sheriff's department and any other agency as may be appropriate.

(e) State law requires the staff of youth programs to report any suspected abuse or neglect of a child to the state department of family and protective services or law enforcement agency. Failure to report suspected

(Supp. No. 4)

Created: 2023-07-07 09:29:00 [EST]

abuse is punishable by fines up to \$1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

- (f) Program staff will receive basic training related to child abuse prevention and how to report suspected abuse.

(Ord. No. 2023-09 , § 2, 3-7-2023)

Sec. 16.02.112. Monitoring and distribution.

- (a) The camp director is to confirm and ensure the standards of care are being adhered.
- (b) The camp director in charge of these programs will make visual inspections of all program sites on a biweekly basis and make a report if necessary to be sent to the DSRP manager.
- (c) The department shall post and make available copies of these standards and the rules adopted pursuant to this ~~section~~section.
- (d) The department shall notify the parents of each prospective participant that the recreational programs are not licensed by the state. The program may not, and will not, be advertised as any type of child-care facility.
- (e) The DSRP manager shall submit an annual report on the camp to the parks and community services director. The report shall include standards of care compliance issues and changes recommended for the next year.

(Ord. No. 2023-09 , § 2, 3-7-2023)

New Section: Transportation Sec. 16.02.113

(a) Before a Participant may be transported to and from City-sponsored activities, a medical form and waiver, completed by the Parent(s)/Guardian(s) of the Participant, must be filed with the Program Coordinator.

(b) Before a Program Employee can drive a 15-passenger van that is transporting Participants, they must:

- a. be at least 18 years of age with a valid Texas driver's license;
- b. successfully pass a background check;
- c. complete an online 15-passenger van safety training and keep the certificate of completion with employee's file;
- d. complete one (1) hour of supervised driving time with a supervisor;
- e. read the Dripping Springs Parks & Community Services Transportation Guide; and
- f. complete department required training.

Secs. 16.02.113-114—16.02.160. Reserved.



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 5, 2024

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

Agenda Item Sponsor: Council Member Sherrie Parks

Summary/Background: The City will temporarily close portions of the downtown area to through-traffic, including a single lane of westbound HWY 290 on Friday, April 26 from 6:00 – 8:00 p.m. during the Founders Day Festival Parade which requires an Agreement with the Texas Department of Transportation.

The City has prepared the 2024 Founders Day Traffic Control Plan to promote public safety during the 2024 Founders Day Festival. This plan is based on the City's prior successful experience with traffic control during the annual Founders Day Festival.

Staff Recommendation: Approval of the Agreement with TXDOT for Road Closure on HWY 290 during the 2024 Founders Day Parade.

Attachments: TEA30A_Closure_Incorporated
 TxDot Ex A.
 Exhibit B Founders Day – TxDot 2024
 Exhibit C. FOUNDERS_PARADE_2024
 2024 Founders Day Traffic Control Plan SIGNED (2.27.2024)

Next Steps/Schedule: Execute the Agreement with TXDOT and the 2024 Founders Day Traffic Control Plan.

STATE OF TEXAS §
 COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
 OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Dripping Springs, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including U.S. 290, in Hays County; and

WHEREAS, the local government has requested the temporary closure of U.S. Highway 290 for the purpose of Founders Day Festival from 6 p.m. to 8 p.m. on Friday, April 26, 2024 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 5th day of March, 2024 the Dripping Springs City Council passed Resolution No. 2024-R___ attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Dripping Springs Attn: Michelle Fischer, City Administrator 511 Mercer Street Dripping Springs, Texas 78620 mfischer@cityofdrippingsprings.com	Texas Department of Transportation Austin District P.O. Drawer 15426 Austin, Texas 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

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

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF DRIPPING SPRINGS

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title: Michelle Fischer, City Administrator

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Exhibit B

Exhibit C

2024 FOUNDERS DAY PARADE ROUTE

Item # 14.



Exhibit "A"

YOU CAN COUNT ON US!

Item # 14.

**CITY OF DRIPPING SPRINGS
RESOLUTION No. 2024-R___**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, FINDING THAT THE FOUNDERS DAY PARADE SCHEDULED TO BE HELD ON FRIDAY, APRIL 26, 2024, IN AND NEAR THE CITY, SERVES A VALID AND LEGITIMATE PUBLIC PURPOSE, AND AUTHORIZING THE CITY'S SUPPORT OF AND COOPERATION WITH THE EVENT.

WHEREAS, the City of Dripping Springs (“The City”) is the sponsor of an event known as Founders Day Parade on April 26, 2024 (“the Event”); and

WHEREAS, the City needs the cooperation of the Texas Department of Transportation (“TXDOT”) in the temporary closure of a portion of U.S. Highway 290 for the Event; and

WHEREAS, the City Council finds and determines that the Event serves a valid and legitimate public purpose; and

WHEREAS, the City Council finds that a Traffic Control, Safety and Security Plan for the event will protect the public and the participants in the event; and

WHEREAS, the City, in recognition of the public purpose of the Event, wishes to ensure the safety and convenience of the traveling public, and ensure that the closure of the State right-of-way will be performed within the State's requirements.

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

1. The City Council hereby declares its support for, and cooperation with, the *2024 Founders Day Parade*.
2. The City Council approves the 2024 Traffic Control, Safety and Security Plan as attached in Attachment “A”.
3. The City Council requests that TXDOT approve and facilitate the temporary closure of a portion of U.S. Highway 290, specifically a portion of the westbound lanes from the intersection of Highway 290 and Ranch Road 12 to Sportsplex Drive, for the purposes of the event.
4. The City Council authorizes and directs the Mayor to execute on behalf of the City an Agreement for the Temporary Closure of State Right of Way.
5. The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.

- 6. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

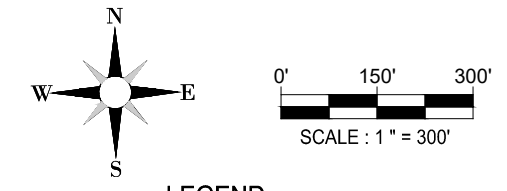
PASSED & APPROVED this, the 5th day of March 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



LEGEND

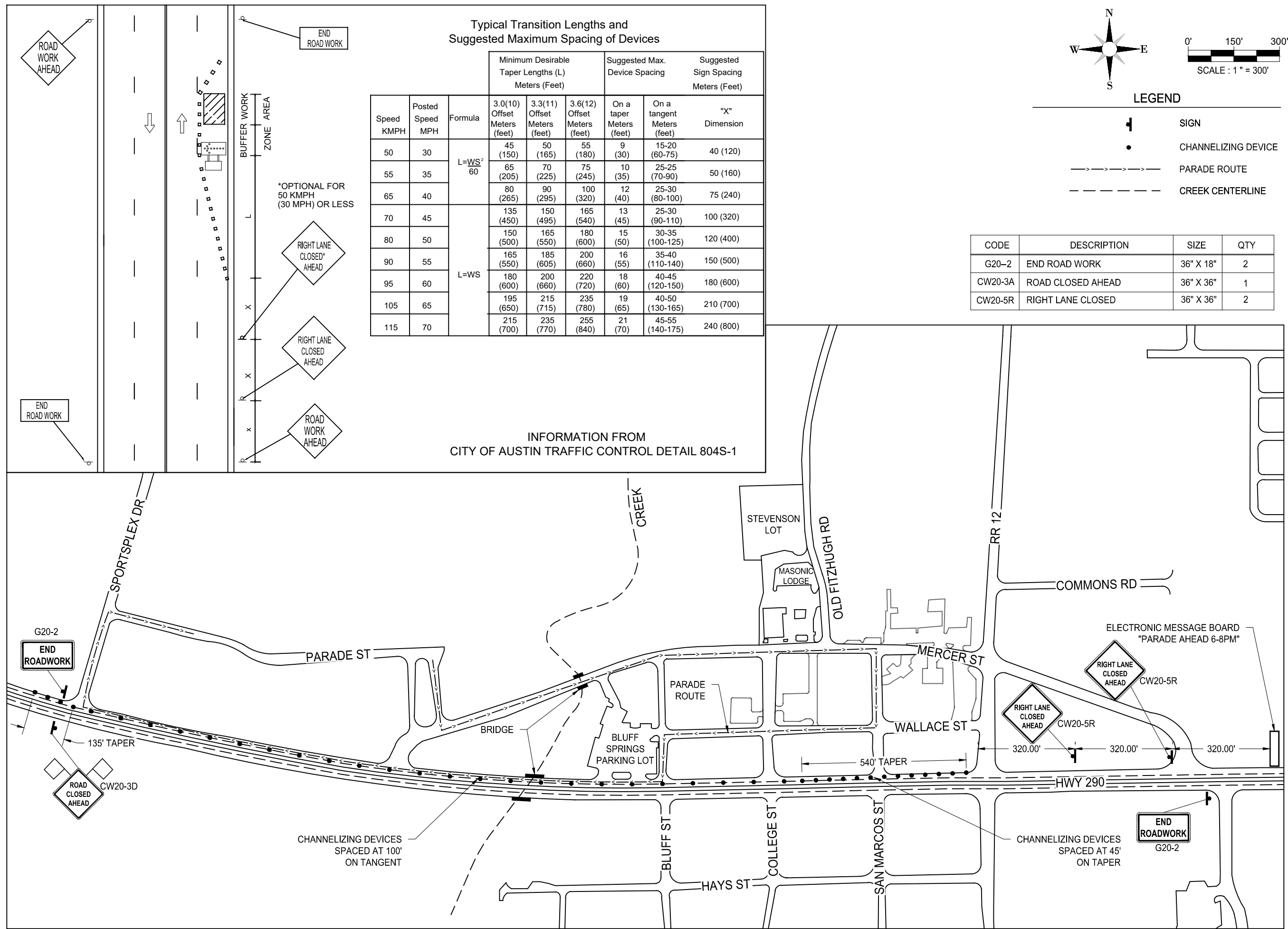
- SIGN
- CHANNELIZING DEVICE
- PARADE ROUTE
- CREEK CENTERLINE

CODE	DESCRIPTION	SIZE	QTY
G20-2	END ROAD WORK	36" X 18"	2
CW20-3A	ROAD CLOSED AHEAD	36" X 36"	1
CW20-5R	RIGHT LANE CLOSED	36" X 36"	2

Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50	30	L=WS ² / ₆₀	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
			65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	
			80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	
55	35	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
			150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	
			165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	
65	40	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
70	45	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
80	50	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
90	55	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
95	60	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
105	65	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
115	70	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	

INFORMATION FROM CITY OF AUSTIN TRAFFIC CONTROL DETAIL 804S-1



ENGINEER'S SEAL:

 CHAD GILPIN
 91800
 LICENSED PROFESSIONAL ENGINEER
 19 February 24

COPYRIGHT NOTICE:
 THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE

DATE: 2/19/2024
 DESIGNED BY: RP
 CHECKED BY: RB
 PROJ #: TCP 2024-001



PROJECT:
FOUNDERS FESTIVAL 2024

SHEET TITLE:
PARADE ROUTE



2024 TRAFFIC CONTROL, SAFETY AND SECURITY PLAN
DRIPPING SPRINGS, TEXAS
APRIL 26-28, 2024

SCOPE:

This Traffic Control Plan (TCP) has been prepared to promote safety and convenience. The City will temporarily close Mercer Street during the annual Founders Day celebration April 26-28, 2024. Other City streets will also be temporarily closed during the celebration and this TCP includes those streets as well (Location Map attached).

This plan is based on the City's prior successful experience with traffic control during the Founders Day celebration in addition to making suggested revisions at the recommendation of the Department of Homeland Security. The celebration includes vendors and booths, a parade through the downtown area, and carnival rides. The closure of Mercer and other downtown streets allows for the parade and for attendees to move safely and visit booths.

In addition to this TCP, a traffic enforcement plan will also be implemented with the support of the Hays County Sheriff's office. Officers are to be placed at Sports Park Drive and Mighty Tiger to clear traffic during closure - one is to be available if needed for RR 12 signal. The TCP will not be implemented prior to 24 hours before the event. The TCP components will be removed, and streets will be reopened no later than 24 hours after the event.

TEMPORARY ROAD CLOSURES (LAYOUT ATTACHED):

West Mercer from Bluff to US 290 (closed to thru traffic 5PM on Thursday)
 West Mercer from Bluff to RR12 (closed 12 Noon on Friday)
 Old Fitzhugh from RR12 to Mercer (closed to thru traffic 12 Noon on Friday)
 Wallace from San Marcos to Bluff (closed 6 AM on Friday)
 Wallace from RR12 to San Marcos (closed 12 Noon Friday)
 Bluff, College, and San Marcos from US 290 to Mercer (closed 12 Noon Friday)

TEMPORARY LANE CLOSURE FOR PARADE (LAYOUT ATTACHED):

Westbound lane closure of US 290 from San Marcos to Sportsplex Drive (April 26, 2024 from 6:00 p.m. to 8:00 p.m.)

STANDARD DETAILS (REFER TO):

TXDOT BC (1) – 21 through BC (12) - 21

COA Traffic Control Detail 804S-1

SPECIFICATIONS FOR STREET CLOSURES:

The following are based on the posted speed limit of 45 MPH on RR12 and 30 MPH on other affected streets (Bluff, College, San Marcos and Mercer):

Min Taper Length = 540 feet for RR12 and US 290 (except as shown on plans)
= 180 feet for other streets

Min Spacing of Devices = 90-110 feet on tangent and 45 feet on taper for RR12 and US 290
= 60-75 feet on tangent and 30 feet on taper for other streets

Min Spacing of Signs = 320 feet for RR12 and US 290
= 120 feet for other streets

Size of Signs = 48" x 48"

Barricades = Type III

Prepared by the City Engineer:



CHAD GILPIN 2-27-2024
Chad Gilpin, P.E. Date



2024 TRAFFIC CONTROL, SAFETY AND SECURITY PLAN

Street Closures

This plan for street closure is designed to maintain safety for the interior area of downtown where Founders Day is located. More specifically, it is designed to prevent unauthorized vehicles from entering the Festival and to maintain orderly entrances and exits for participants.

West Mercer at Bluff Street will be closed at 5:00 p.m. on Thursday, April 25, 2024. Wallace from San Marcos to Bluff will be closed at 6:00 a.m. on Friday, April 26, 2024. East Mercer, Wallace, Bluff, San Marcos, and College Streets will be closed at 12:00 noon on Friday April 26, 2024. All streets will re-open to the general public on Sunday, April 28, 2024 when it is safe to do so.

The Founders Day Commission has entered into a Towing Agreement with Drippin' Towin' Services to tow unauthorized vehicles that violate the Street Closure Rules. Such rules have been published in the local newspapers. Signs indicating Street Closures will be posted no less than 48 hours in advance of the Festival. To help avoid accidents during the parade, rules will be provided to participants and orange cones will be used. The rules are found in a later section of this plan.

The Commission has notified the North Hays County Fire Rescue and San Marcos Hays County EMS of the Festival operations. Both entities will be on site throughout the Festival. The Commission has hired deputy sheriffs from Hay County Sheriff's Department to assist with the Festival. The hours of their patrol are included herein.

Ranch Road 12 and Mercer Street

This intersection will be closed to the public by the use of road barricades with road closure and detour signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. Headquarters for the EMS and the Sheriff's department.
2. To allow for an ingress and egress for cooks and vendors. Specifically:
 - a. To allow cooks located on Mercer St., San Marcos St., in the Wells Fargo Bank parking lot and north of the bank drive-through to exit no later than 4:30 p.m. on Friday after set-up.
 - b. To allow vendors to enter Saturday morning from 6:00 - 9:00 a.m.
3. To allow vendors to leave on Sunday when it is safe to do so.
4. Allow cooks who must leave early to exit on Sunday between 6:00 a.m. - 8:00 a.m.

No other vehicles will be allowed to use this intersection except an emergency vehicle.

Ranch Road 12 and Wallace

This intersection will be closed to the public by the use of Type III Road Barricades and Road Closed signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an entrance and egress for cooks on Friday afternoon. Specifically:
 - a. To allow cooks located on Wallace St. east of San Marcos St., and south of the Wells Fargo Bank drive-through area to exit no later than 5:30 p.m. on Friday.
2. To allow cooks to leave on Sunday when all clear is given by the Hays County Sheriff.

San Marcos and Wallace (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure and detour signs. The barricades will be manned by security personnel to allow entrance and egress. Portable toilets will also be placed at this intersection and used to limit traffic. This intersection will be used for the following:

1. To allow an entrance for cooks on Friday afternoon for set up. Specifically:
 - a. To allow cooks to enter no earlier than as allowed in at the direction of the Cook Off Club.
 - b. Cooks must present an "Entrance Form" to the attendant to be admitted.
 - c. The intersection will close at 4:00 p.m., or after the last cook enters, and remain closed until the Hays County Sheriff's department deems it is safe to open.
2. To allow an entrance for cooks on Sunday afternoon for breakdown, when Founder's Day officials and Hays County Sheriff's officers determine it is safe to do so.

Shell's drive-thru:

Portable toilets/trash roll-offs will be used as barricade here.

College and Wallace (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure sign and detour signs. The barricades will be manned by security personnel to allow entrance and egress. Roll-off trash containers, portable toilets, and a large trailer occupied by a food vendor will also be placed at this intersection and used to limit traffic. This intersection will be used for the following:

1. To allow an entrance for vendors on Saturday. Specifically:
 - a. To allow vendors to enter from 6:00 a.m. - 9:00 a.m.
 - b. Vendors must present an "Entrance Form" to the attendant to be admitted.
 - c. All vendor vehicles must be out of the downtown area after unloading by 9:00 a.m.
2. To allow an entrance for vendors on Saturday

Wallace and Bluff (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure, do not enter and one way signage. The barricades will be manned by security personnel to allow entrance and egress. The intersection is scheduled to be blocked on Friday at 12:00 noon and will not re-open until the festival ends on Sunday evening at which time the Hays County Sheriff's deems that it is safe to do so.

Mercer and Bluff:

This intersection will be closed to the public by the use of road barricades with road closure signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an exit for vendors on Saturday morning. Specifically:
 - a. To allow vendors to exit between 6:00 a.m. and 9:00 a.m.
2. To allow an egress for all vendors on Sunday.
3. To allow Garnett Propane trucks to enter and exit.

Old Fitzhugh Road and Mercer Street: This intersection will be closed to the public by the use of road barricades with road closure signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an entrance for food vendors and cooks on Friday from 12:01 p.m. until 3:00 p.m.
2. To allow an entrance for vendors on Friday from 3:00 p.m. until 4:30 p.m.

Old Fitzhugh Road and RR12: This intersection will remain open at all times. This intersection shall be marked with “Road Closed to Through Traffic” signs. Signage to be placed such that all turning movements to and from RR12 are maintained.

DEPUTY PATROL SCHEDULE

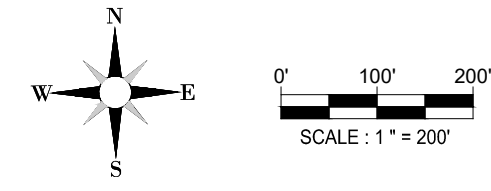
We will contract with the Hays County Sherriff's office and Spears Safeguard, LLC to provide security. Deputies and Spears Safeguard Security Officers will be present from when the streets close on April 26, 2024 at 12:00 pm until the streets re-open to the public on April 28, 2024 once deemed safe by the Hays County Sheriffs.

PARADE SAFETY

The Commission has bike racks to be used along the parade route to keep crowds from moving in to the parade route. Parade rules have also been adopted:

- Use of Alcoholic Beverages is strictly prohibited.
- Non-parade vehicles are not allowed in the staging area. The staging area consists of the old Walnut Springs Elementary School parking areas and roadways, and the DSISD Administrative campus parking areas and driveways. Participants may be dropped off at the driveway entrances to the old Walnut Springs Elementary School campus on Sportsplex Drive and walk to their designated staging area.
- Parade vehicles must enter the staging area they are assigned to at the parade safety meeting. Please observe the parade volunteer's instructions and directions.
- Only those vehicles with an official entry card will be allowed to enter the staging area. Those not holding an official entry card will not be able to participate.
- Entry cards will be provided at a mandatory parade pre-meeting held on Thursday, April 11, 2024 at 6:30 pm at [Dripping Springs Ranch Park](#):
 - Every approved parade participant must send an adult representative to the pre-parade meeting.

- Those entries that have been approved, but do not attend the pre-parade meeting will not be allowed to participate.
 - There will be no refunds for parade entries that have been approved and do not attend the pre-parade meeting.
-
- Driving or parking vehicles on any grassy areas of the campus is absolutely prohibited.
 - Staging will begin at 4:30pm and vehicles will be allowed to enter only until 6:00 pm.
 - Once arriving in the staging area, your group may join the line up in the designated group areas, “A”, “B”, or “C”, at your designated spot. Please observe the parade volunteer’s instructions and directions.
 - You must turn in the “Parade Participant Card” that you received at the mandatory Parade safety meeting upon arrival. Completion of this card is required so that the Master of Ceremony may properly introduce your group.
 - If your entry includes animals, you are expected to have a waste detail walking immediately behind your group with the appropriate shovels and buckets. If you do not have the appropriate clean-up detail, entry in the parade will be denied.
 - If your entry includes animals, you are expected to maintain control of your animal at all times. Riders not exhibiting control will be removed from the parade for their own and spectators safety.
 - If your group will be throwing candy, you must have an adult walker on each side and behind the float or vehicle to ensure spectators or children do not reach near or under the vehicles. Candy must be thrown underhand and at the feet of the spectators. Any group throwing overhand or directly at a spectator will be asked to stop and will not be invited to participate in subsequent parades.
 - If your group would like to throw any items other than candy, it must be approved by a parade official at the pre-parade meeting.
 - Follow the parade route and follow the instructions and directions of the parade route. Do not ask to leave the parade route early.
 - If emergency vehicles need to leave the parade suddenly to answer an emergency, please get out of the way to facilitate their departure.
 - Participants are not allowed to get on or off your float or vehicle while it is in motion or anywhere on the parade route.
 - Do not allow participants to start dismantling your float until the float has returned to the staging area and is safely parked.



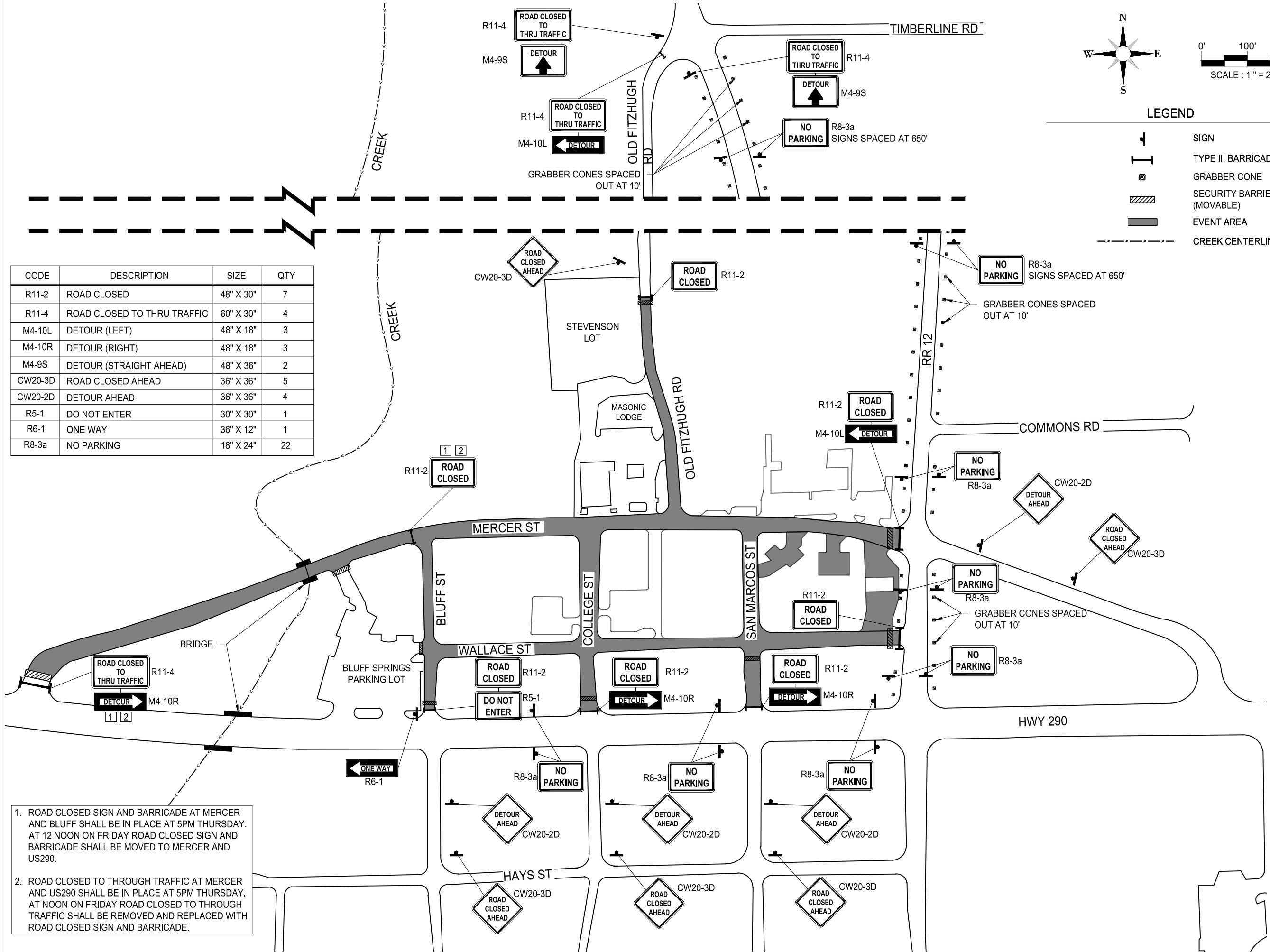
LEGEND

- SIGN
- TYPE III BARRICADE
- GRABBER CONE
- SECURITY BARRIER (MOVABLE)
- EVENT AREA
- CREEK CENTERLINE

ENGINEER'S SEAL:

 CHAD GILPIN
 91800
 LICENSED PROFESSIONAL ENGINEER
 23 February 24

CODE	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED	48" X 30"	7
R11-4	ROAD CLOSED TO THRU TRAFFIC	60" X 30"	4
M4-10L	DETOUR (LEFT)	48" X 18"	3
M4-10R	DETOUR (RIGHT)	48" X 18"	3
M4-9S	DETOUR (STRAIGHT AHEAD)	48" X 36"	2
CW20-3D	ROAD CLOSED AHEAD	36" X 36"	5
CW20-2D	DETOUR AHEAD	36" X 36"	4
R5-1	DO NOT ENTER	30" X 30"	1
R6-1	ONE WAY	36" X 12"	1
R8-3a	NO PARKING	18" X 24"	22



1. ROAD CLOSED SIGN AND BARRICADE AT MERCER AND BLUFF SHALL BE IN PLACE AT 5PM THURSDAY. AT 12 NOON ON FRIDAY ROAD CLOSED SIGN AND BARRICADE SHALL BE MOVED TO MERCER AND US290.
2. ROAD CLOSED TO THROUGH TRAFFIC AT MERCER AND US290 SHALL BE IN PLACE AT 5PM THURSDAY. AT NOON ON FRIDAY ROAD CLOSED TO THROUGH TRAFFIC SHALL BE REMOVED AND REPLACED WITH ROAD CLOSED SIGN AND BARRICADE.

COPYRIGHT NOTICE:
 THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

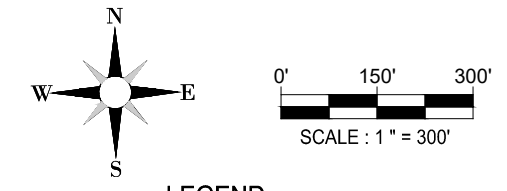
NO.	REVISION	DATE

DATE: 2/23/2024
 DESIGNED BY: RP
 CHECKED BY: RB
 PROJ #: TCP 2024-001



PROJECT:
FOUNDERS FESTIVAL 2024

SHEET TITLE:
TRAFFIC CONTROL PLAN



LEGEND

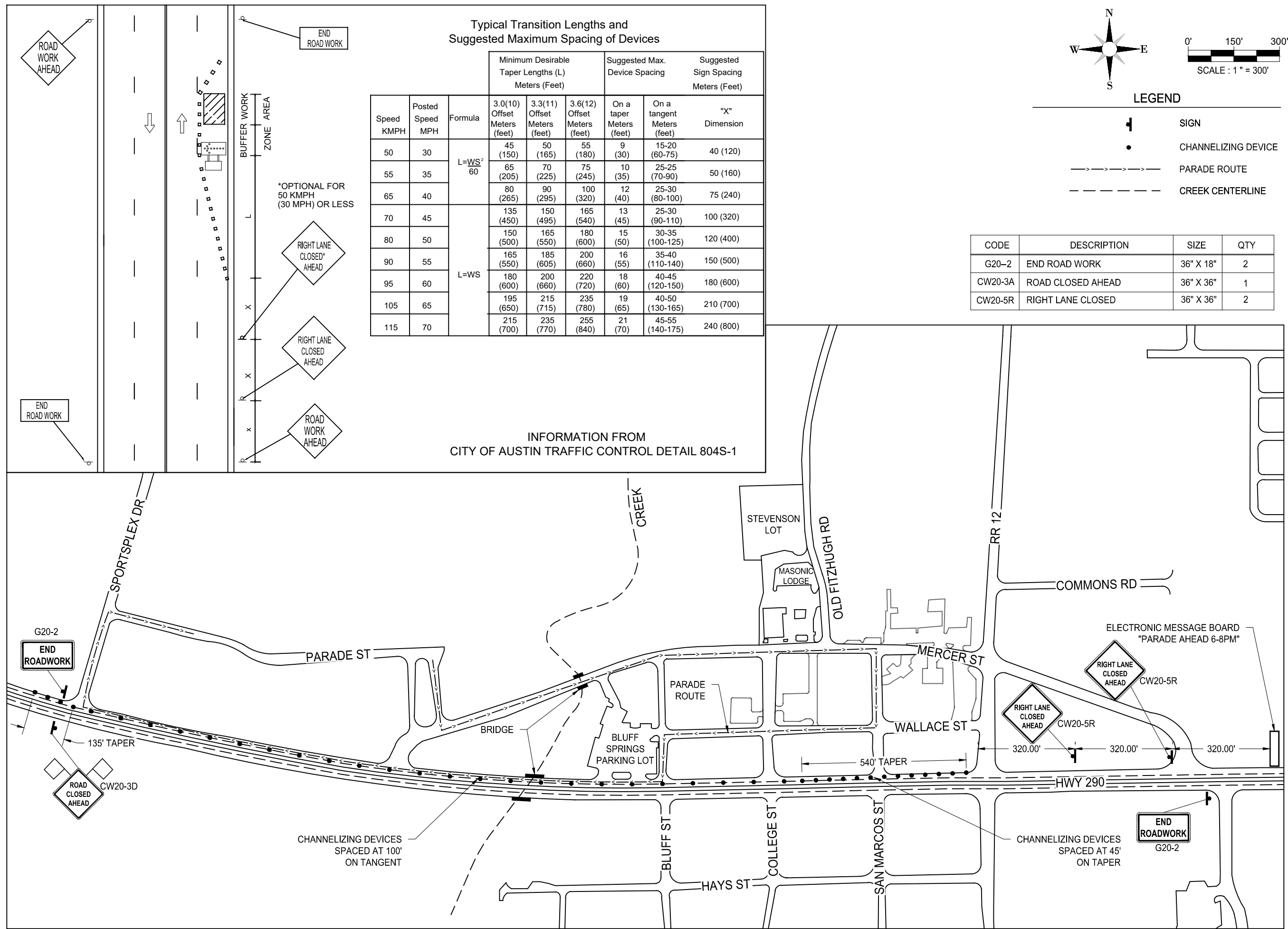
- SIGN
- CHANNELIZING DEVICE
- PARADE ROUTE
- CREEK CENTERLINE

CODE	DESCRIPTION	SIZE	QTY
G20-2	END ROAD WORK	36" X 18"	2
CW20-3A	ROAD CLOSED AHEAD	36" X 36"	1
CW20-5R	RIGHT LANE CLOSED	36" X 36"	2

Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50	30	L=WS ² / ₆₀	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
			65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	
			80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	
55	35	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
			150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	
			165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	
65	40	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
70	45	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
80	50	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
90	55	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
95	60	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
105	65	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	
115	70	L=WS	180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
			195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	
			215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	

INFORMATION FROM CITY OF AUSTIN TRAFFIC CONTROL DETAIL 804S-1



ENGINEER'S SEAL:

 CHAD GILPIN
 91800
 LICENSED PROFESSIONAL ENGINEER
 19 February 24

COPYRIGHT NOTICE:
 THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE

DATE: 2/19/2024
 DESIGNED BY: RP
 CHECKED BY: RB
 PROJ #: TCP 2024-001



PROJECT:
FOUNDERS FESTIVAL 2024

SHEET TITLE:
PARADE ROUTE

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.
11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.
2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES


1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.
2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

<p>THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov</p>
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

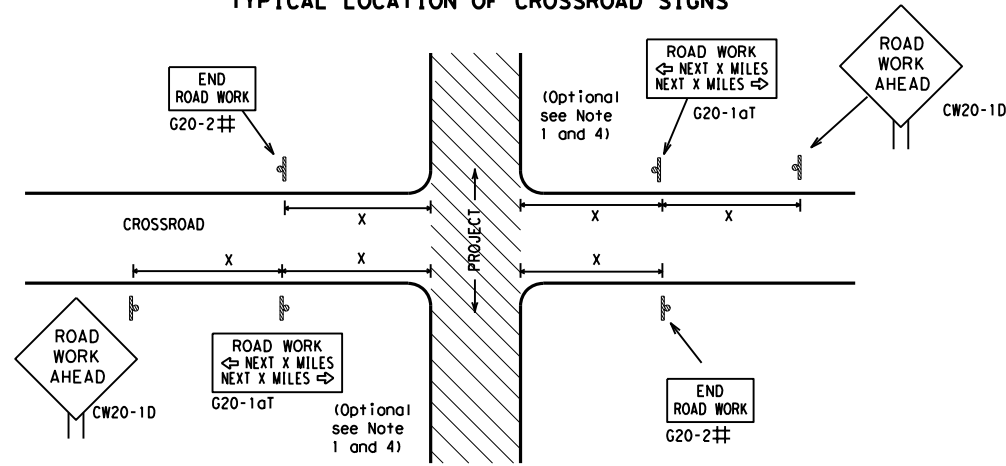
DATE:
 FILE:

SHEET 1 OF 12

 Texas Department of Transportation		Traffic Safety Division Standard	
<p>BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS</p> <p>BC (1) -21</p>			
FILE:	bc-21.dgn	DN:	TxDOT
© TxDOT	November 2002	CK:	TxDOT
		DW:	TxDOT
		CK:	TxDOT
REVISIONS		CONT	SECT
4-03	7-13		
9-07	8-14		
5-10	5-21		
		DIST	COUNTY
			208

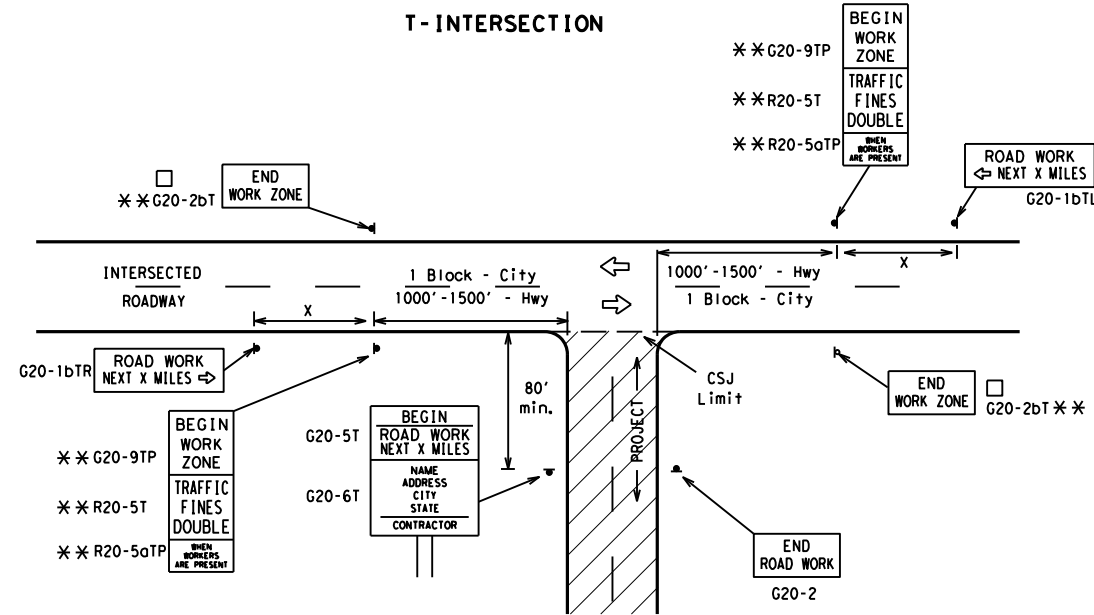
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TYPICAL LOCATION OF CROSSROAD SIGNS



- ## May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer. (See note 2 below)
- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
 - The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per TMUTCD Part 5. This information shall be shown in the plans.
 - Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
 - The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
 - Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
 - When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Sign Number or Series	SIZE		Posted Speed MPH	Sign Spacing "x"
	Conventional Road	Expressway/Freeway		
CW20 ⁴	48" x 48"	48" x 48"	30	120
CW21			35	160
CW22			40	240
CW23			45	320
CW25			50	400
CW1, CW2, CW7, CW8, CW9, CW11, CW14	48" x 48"	48" x 48"	55	500 ²
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12			60	600 ²
			65	700 ²
			70	800 ²
			75	900 ²
			80	1000 ²
			*	* ³

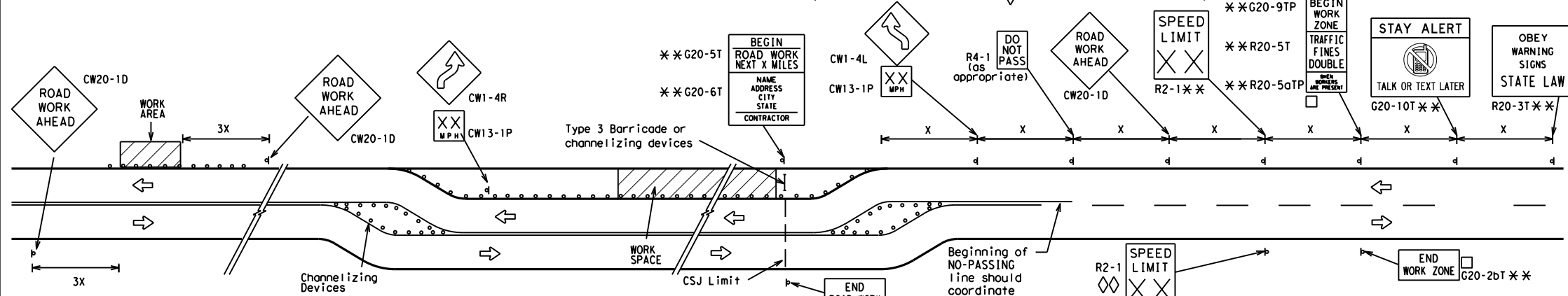
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

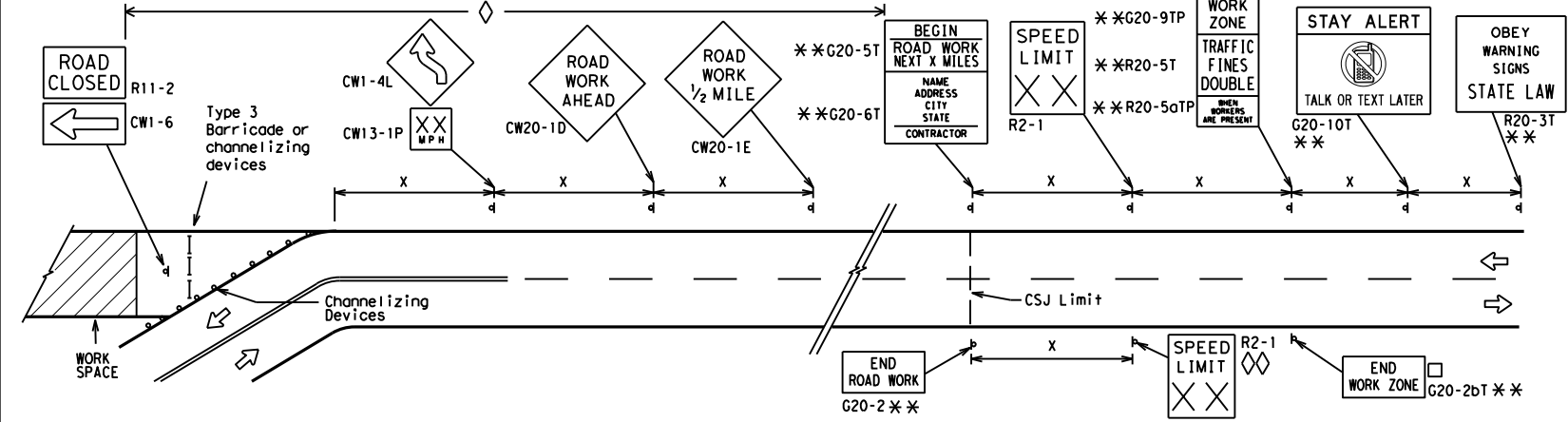
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "x" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.
 - ** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.
 - ◇ Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.
 - ◇◇ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
—	Type 3 Barricade
○ ○ ○	Channelizing Devices
—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

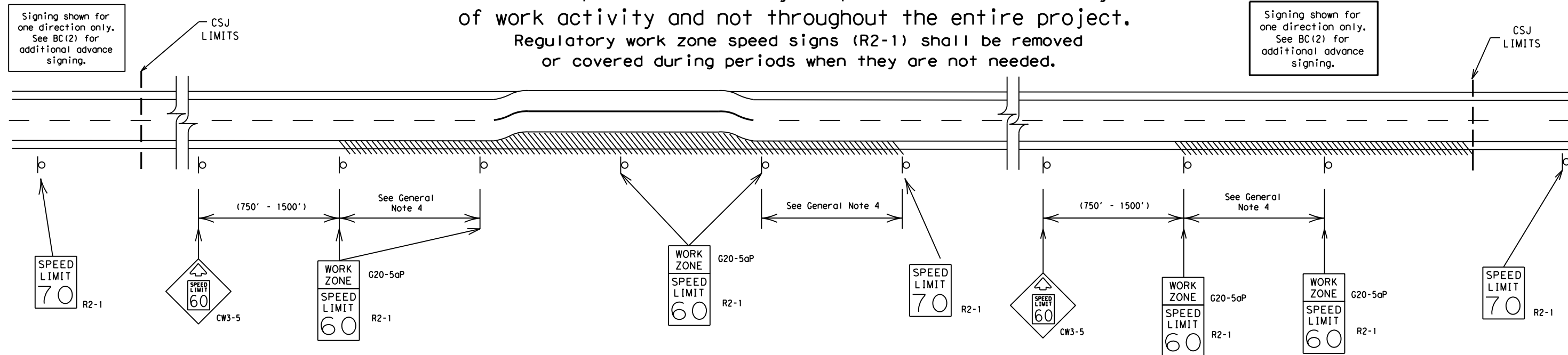
BC (2) - 21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	REVISIONS
9-07 8-14				
7-13 5-21				

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
 - 40 mph and greater 0.2 to 2 miles
 - 35 mph and less 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- Techniques that may help reduce traffic speeds include but are not limited to:
 - Law enforcement.
 - Flagger stationed next to sign.
 - Portable changeable message sign (PCMS).
 - Low-power (drone) radar transmitter.
 - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

SHEET 3 OF 12



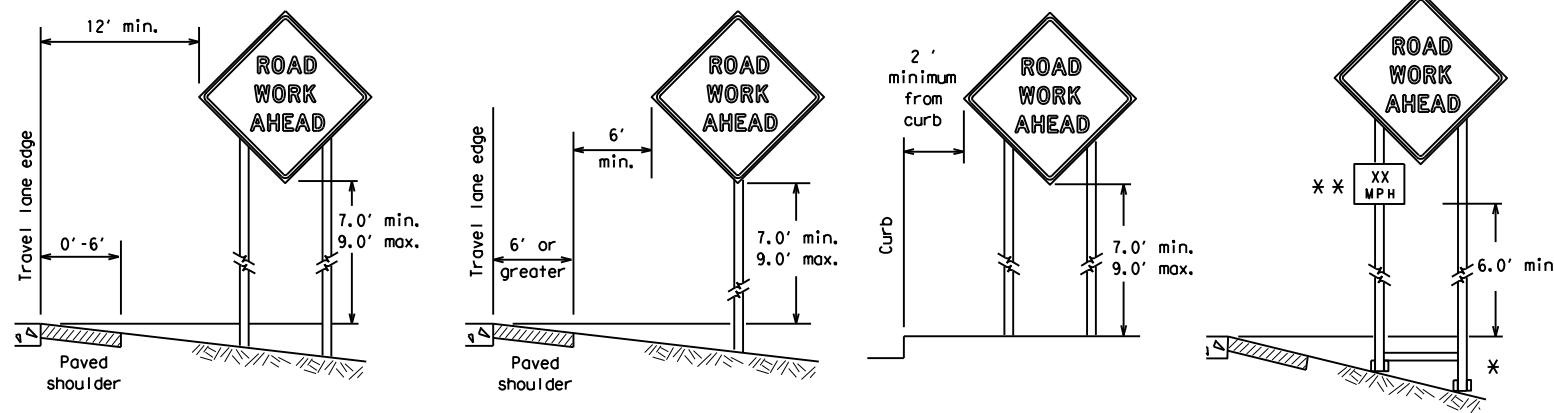
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC (3) - 21

FILE:	bc-21.dgn	DW:	TxDOT	CK:	TxDOT	DW:	TxDOT	CK:	TxDOT
© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
REVISIONS									
9-07	8-14								
7-13	5-21	DIST	COUNTY						
									210

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

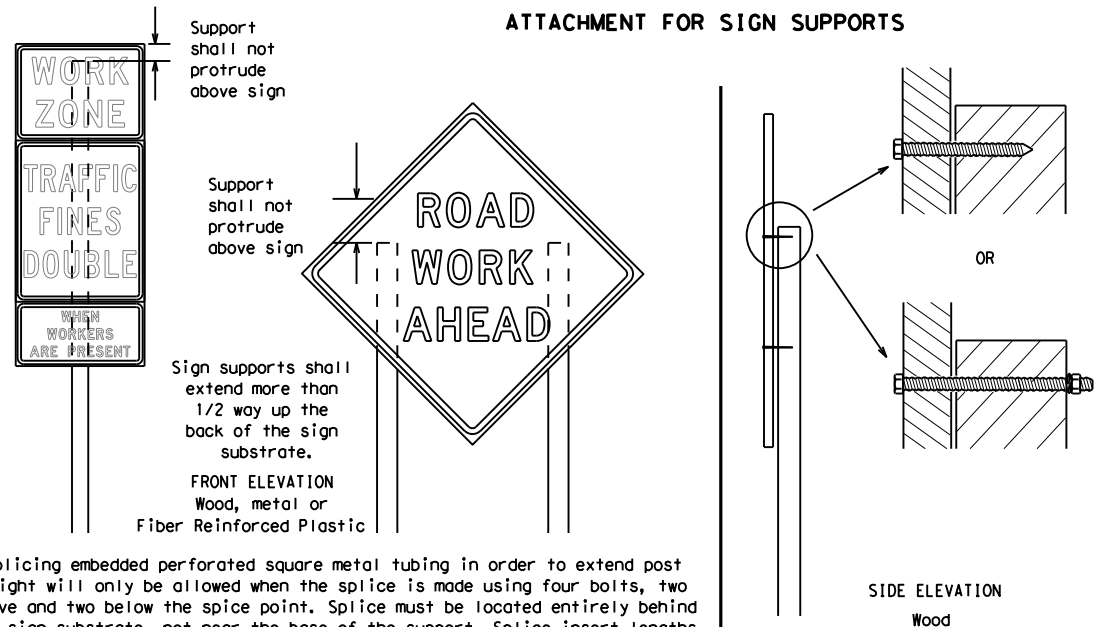
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



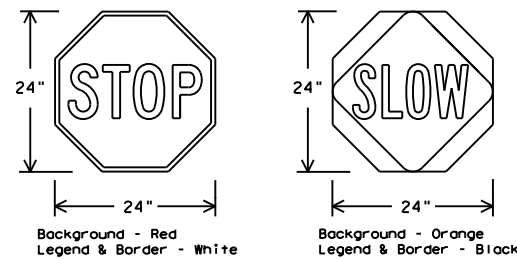
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed.
Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflective when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B _{FL} OR C _{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRs standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
 - a. Long-term stationary - work that occupies a location more than 3 days.
 - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
 - d. Short, duration - work that occupies a location up to 1 hour.
 - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Item # 14.

SHEET 4 OF 12



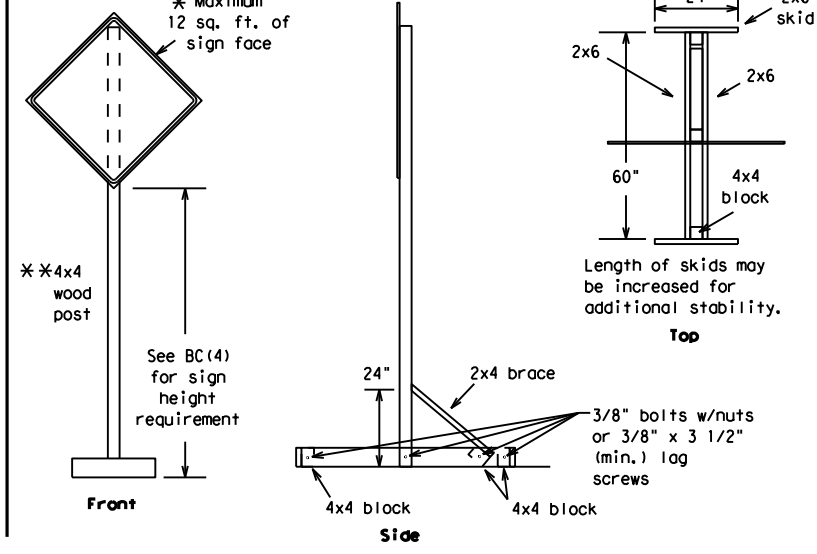
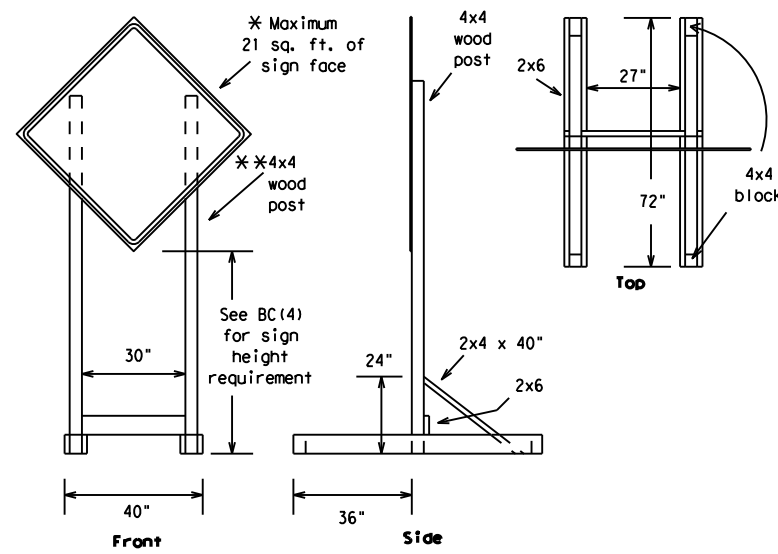
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC (4) -21

FILE:	bc-21.dgn	DN:	TxDOT	CR:	TxDOT	OW:	TxDOT	CK:	TxDOT
© TxDOT	November 2002	CONT	SECT	JOB	SECTION	HIGHWAY			
REVISIONS		DIST		COUNTY		211			
9-07	8-14								
7-13	5-21								

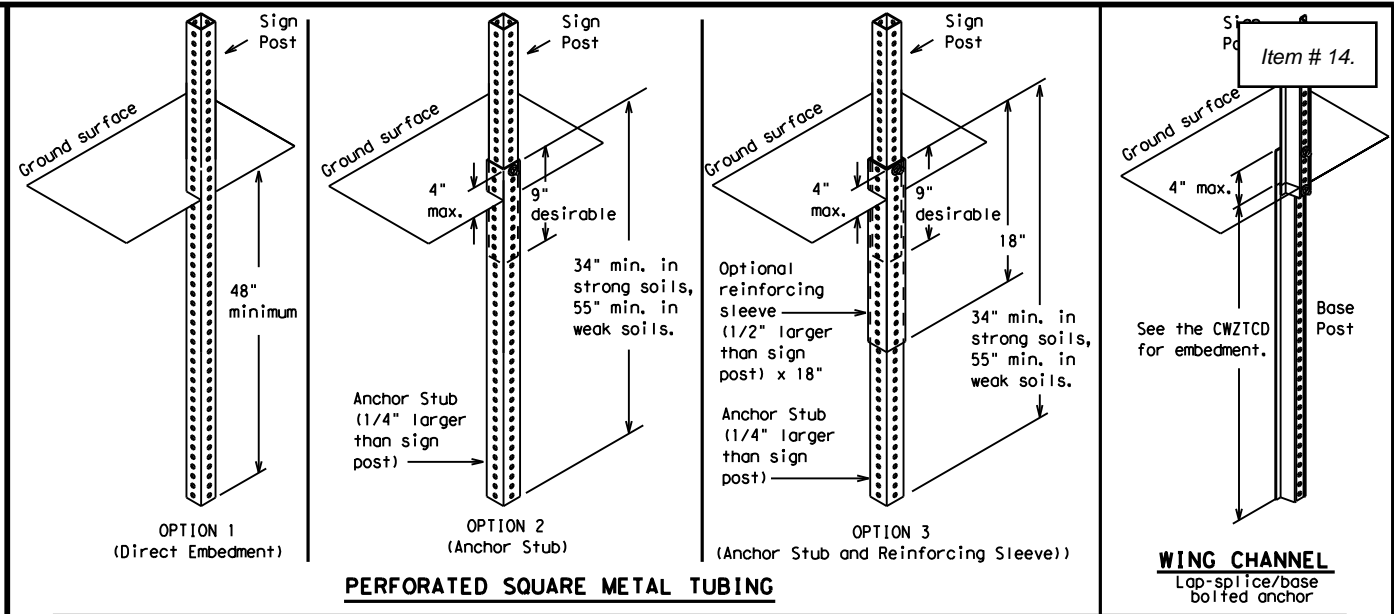
DATE:
FILE:

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



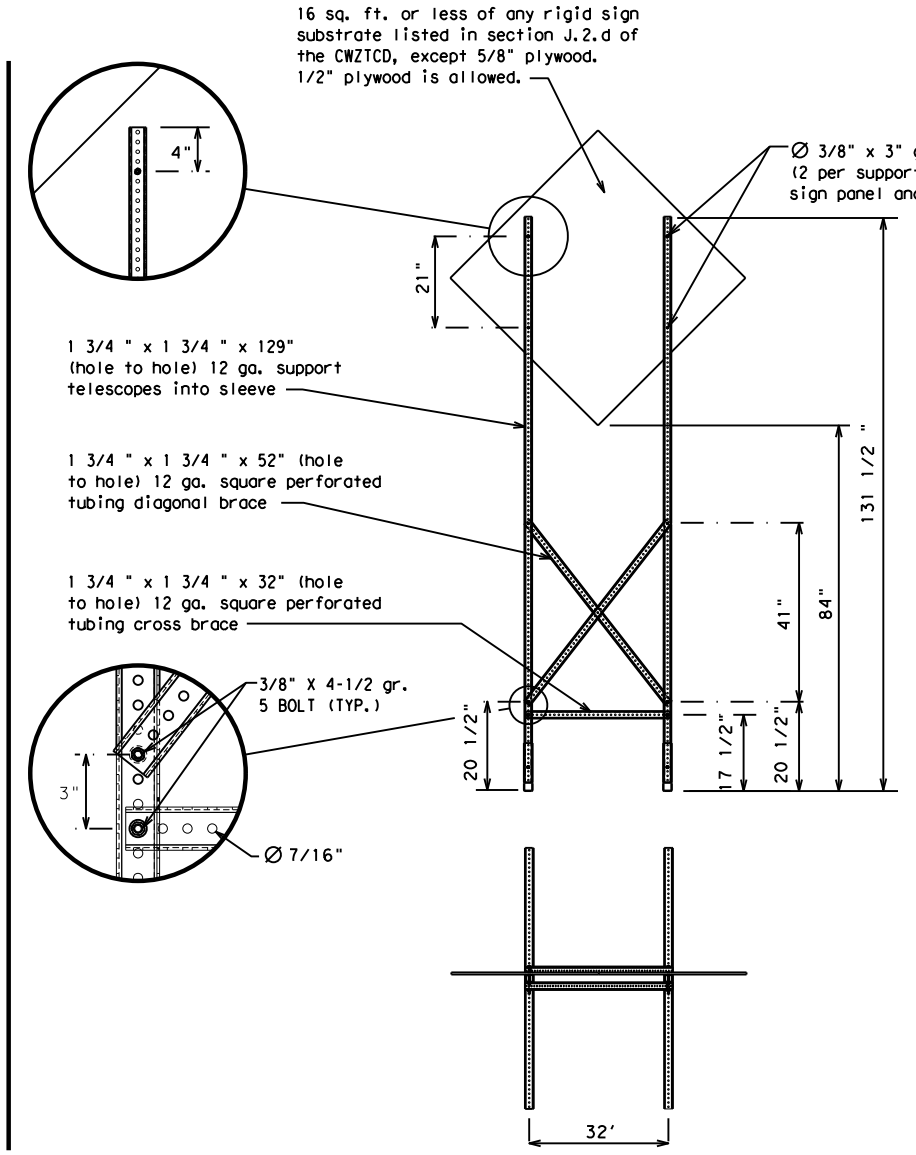
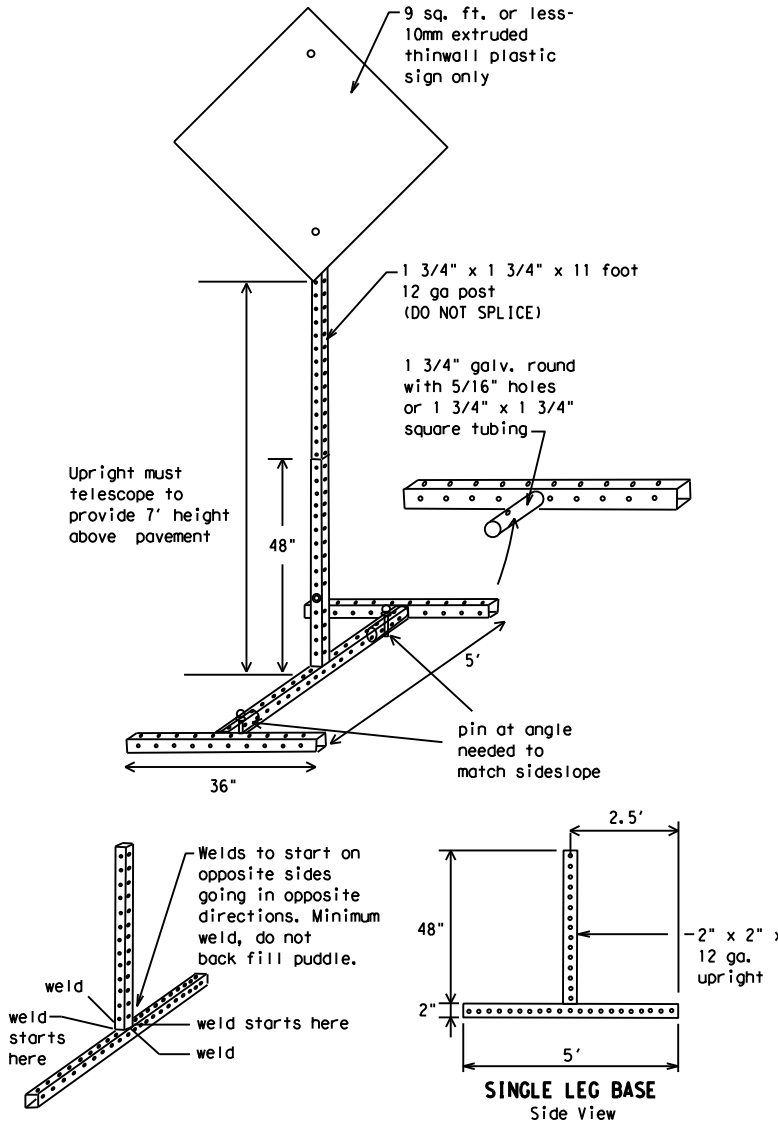
SKID MOUNTED WOOD SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS



GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.



SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

- * See BC(4) for definition of "Work Duration."
- ** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12



BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5) - 21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	8-14			
7-13	5-21			
	DIST	COUNTY		212

DATE: FILE:

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Item # 14.

PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT
RIGHT X LANES CLOSED	RIGHT X LANES OPEN
CENTER LANE CLOSED	DAYTIME LANE CLOSURES
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE
EXIT CLOSED	RIGHT LN TO BE CLOSED
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI
XXXXXXXX BLVD CLOSED	

Other Condition List

ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE *	

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXX TO XXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM - X PM
APR XX - XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM-XX AM

** See Application Guidelines Note 6.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Canal	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWNTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLR
High-Occupancy Vehicle	HOV	Tuesday	TUES
Highway	HWY	Time Minutes	TIME MIN
Hour(s)	HR, HRS	Upper Level	UPR LEVEL
Information	INFO	Vehicles (s)	VEH, VEHS
It Is	ITS	Warning	WARN
Junction	JCT	Wednesday	WED
Left	LFT	Weight Limit	WT LIMIT
Left Lane	LFT LN	West	W
Lane Closed	LN CLOSED	Westbound	(route) W
Lower Level	LWR LEVEL	Wet Pavement	WET PVMT
Maintenance	MAINT	Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

SHEET 6 OF 12



BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

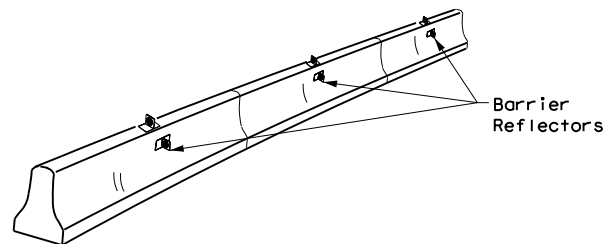
BC (6) - 21

FILE: bc-21.dgn	DN: TxDOT	CR: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	REVISIONS
9-07 8-14				213
7-13 5-21				

DATE: FILE:

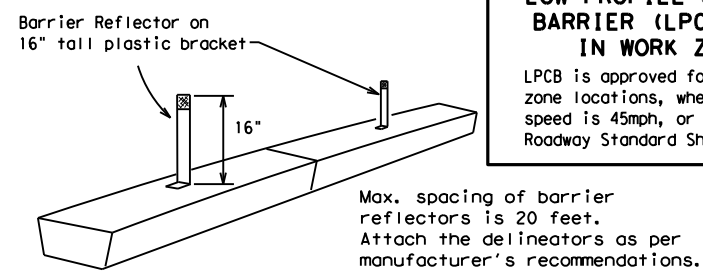
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



CONCRETE TRAFFIC BARRIER (CTB)

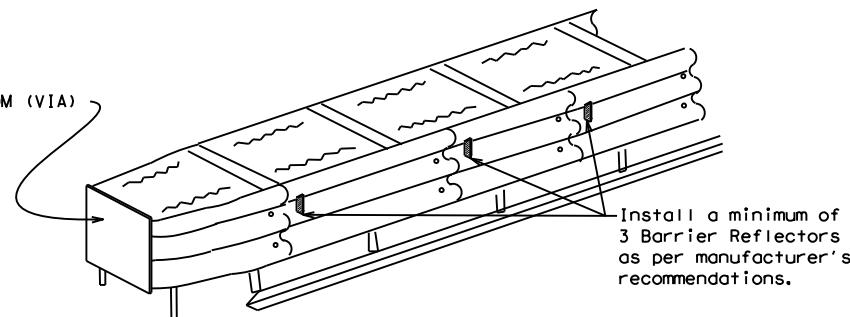
- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the appropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

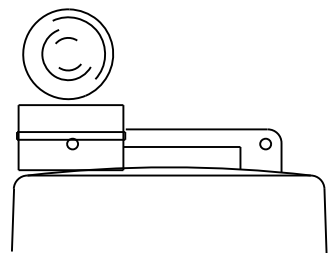
- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

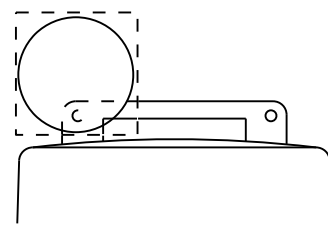
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



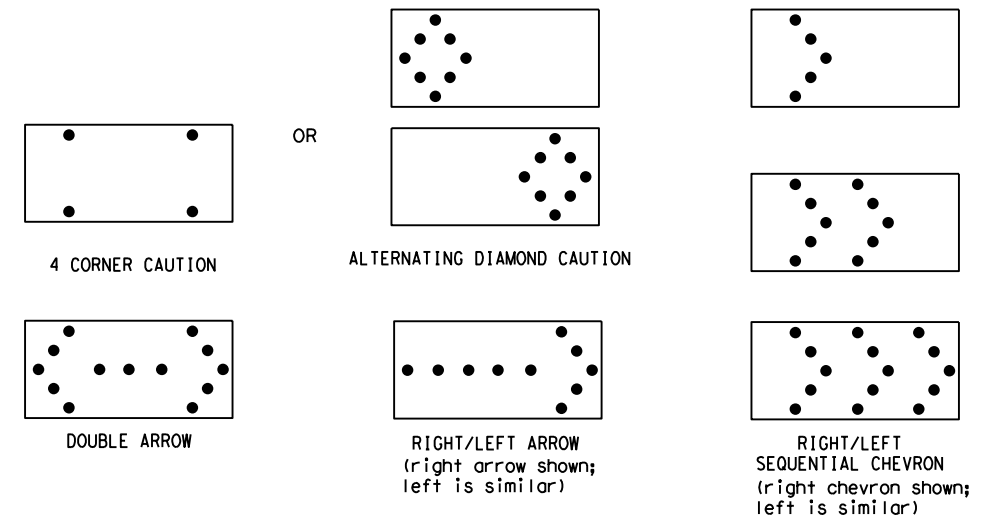
Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

DATE:
FILE:

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

Item # 14.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.



BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC (7) -21

FILE:	bc-21.dgn	DN:	TxDOT	CR:	TxDOT	OW:	TxDOT	CK:	TxDOT
© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
REVISIONS									
9-07	8-14								
7-13	5-21	DIST	COUNTY						
									214

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

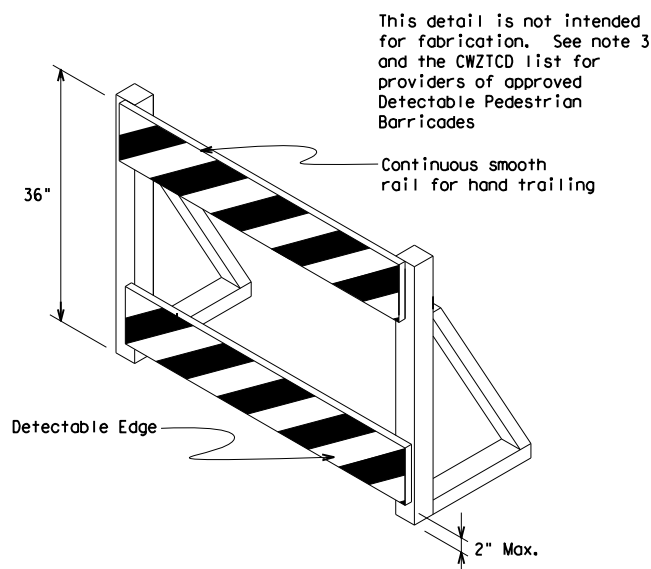
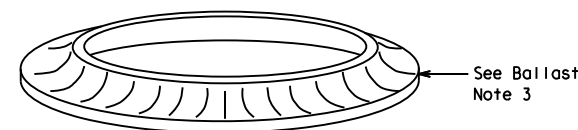
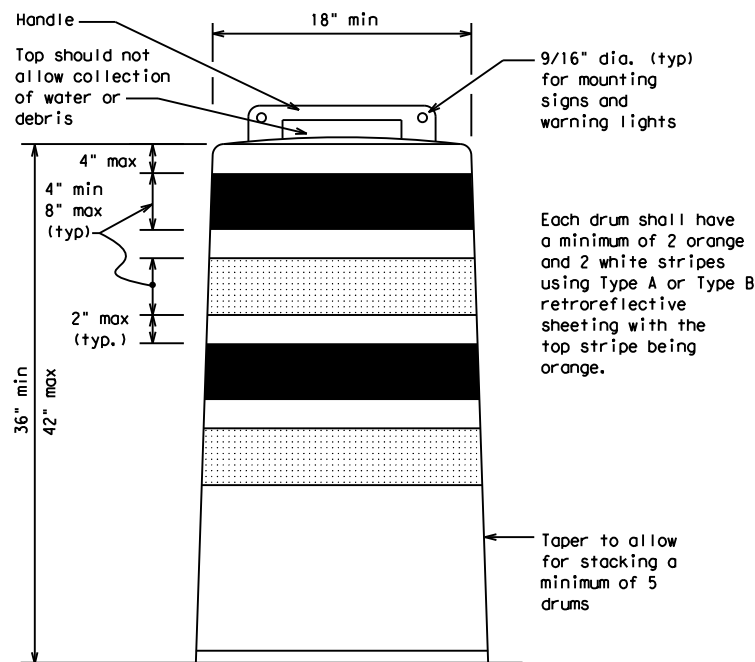
- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
- Drum body shall have a maximum unballasted weight of 11 lbs.
- Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

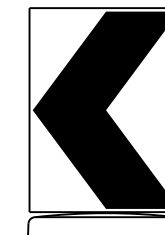
BALLAST

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.

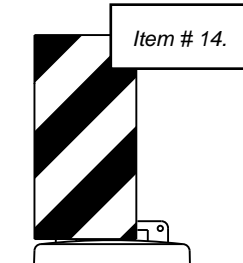


DETECTABLE PEDESTRIAN BARRICADES

- When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
- Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
- Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
- Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
- Warning lights shall not be attached to detectable pedestrian barricades.
- Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane
Divider, Driveway sign D70a, Keep Right
R4 series or other signs as approved
by Engineer



12" x 24"
Vertical Panel
mount with diagonals
sloping down towards
travel way

Plywood, Aluminum or Metal sign
substrates shall NOT be used on
plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12



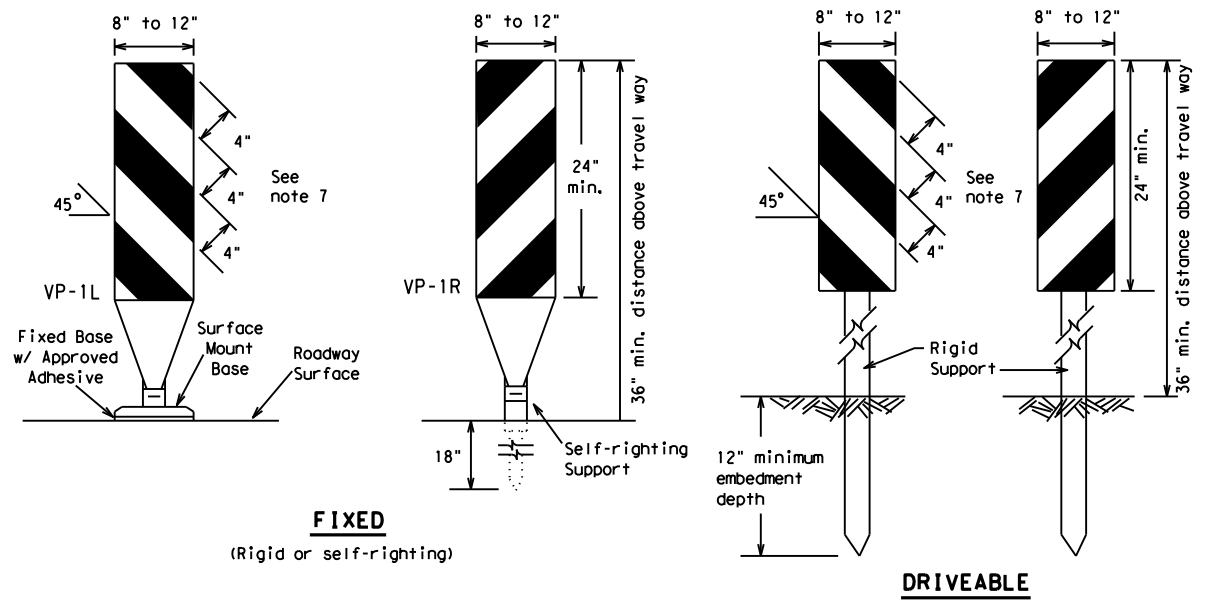
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (8) - 21

FILE:	bc-21.dgn	DN:	TxDOT	CR:	TxDOT	DW:	TxDOT	CK:	TxDOT
© TxDOT	November 2002	CONT	SECT	JOB	COUNTY		215		
REVISIONS									
4-03	8-14								
9-07	5-21								
7-13									

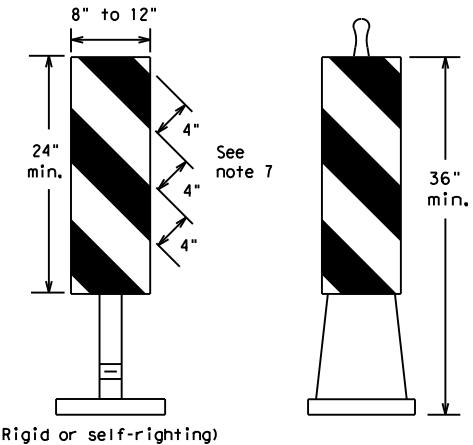
DATE:
FILE:

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



FIXED
(Rigid or self-righting)

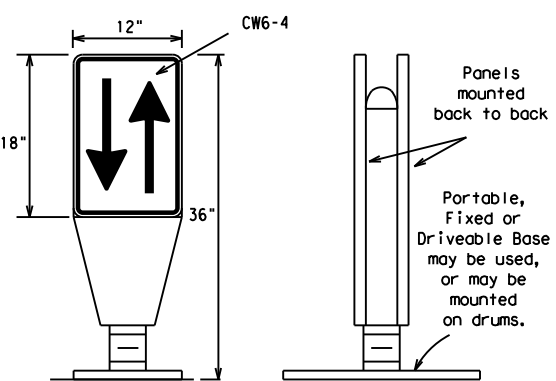
DRIVEABLE



PORTABLE

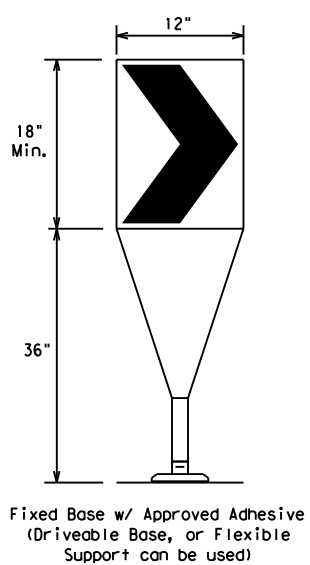
VERTICAL PANELS (VPs)

- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

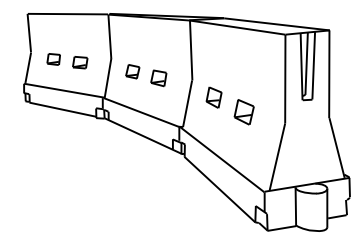
- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPs.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed	Formula	Minimum Desirable Taper Lengths * *			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = WS ² / 60	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* **Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (9) - 21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	REVISIONS
9-07 8-14				
7-13 5-21				
	DIST	COUNTY		216

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



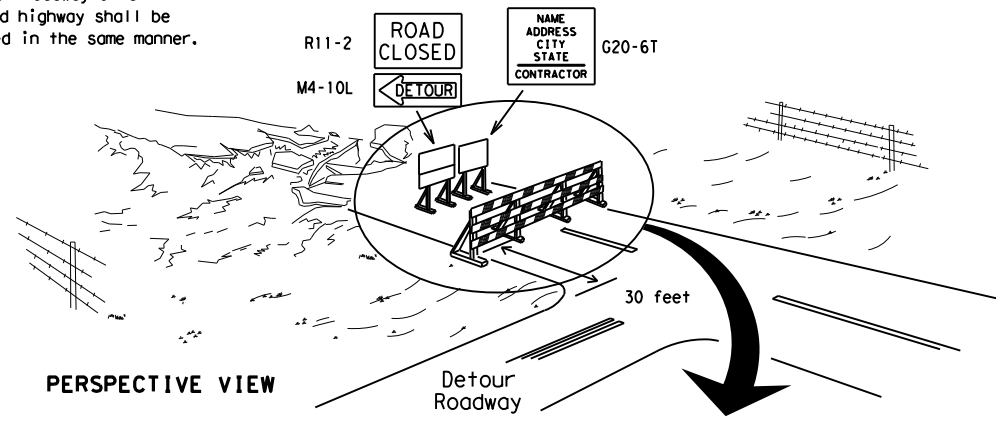
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

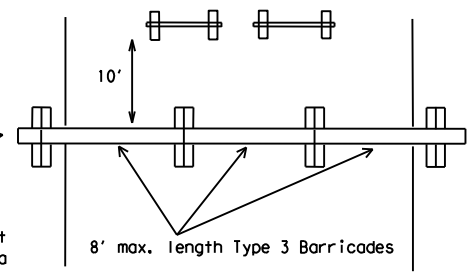
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

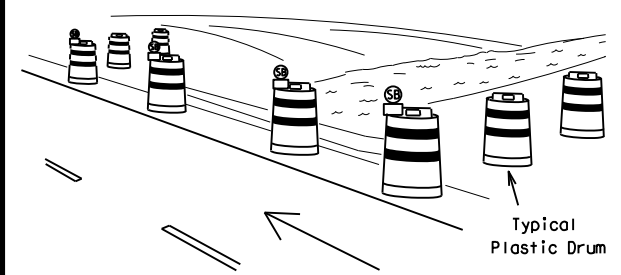
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.



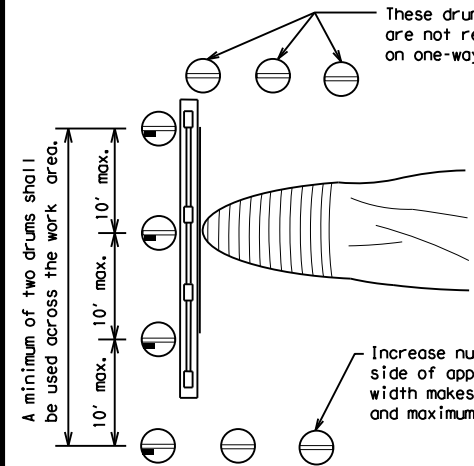
PLAN VIEW

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

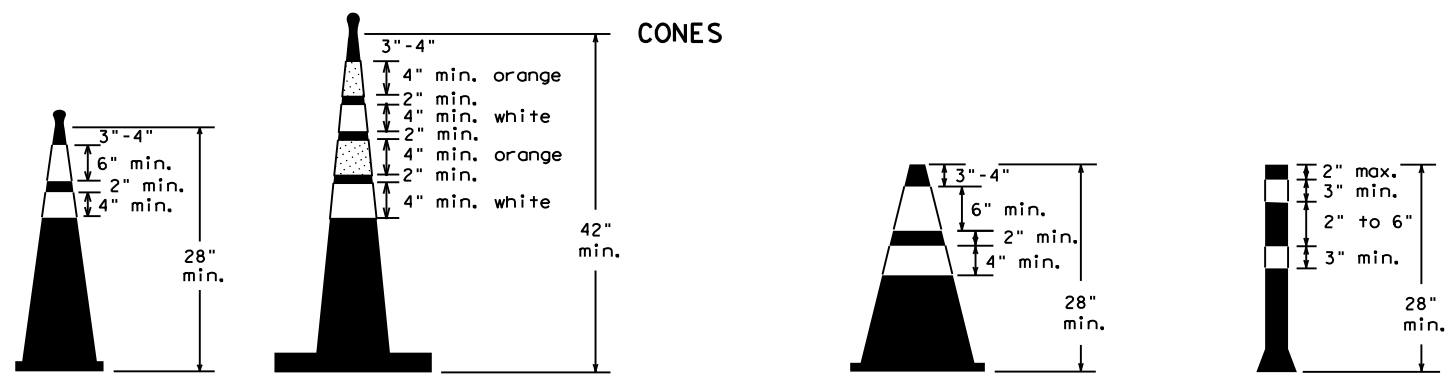


PLAN VIEW

1. Where positive redirection capability is provided, Item # 14, may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



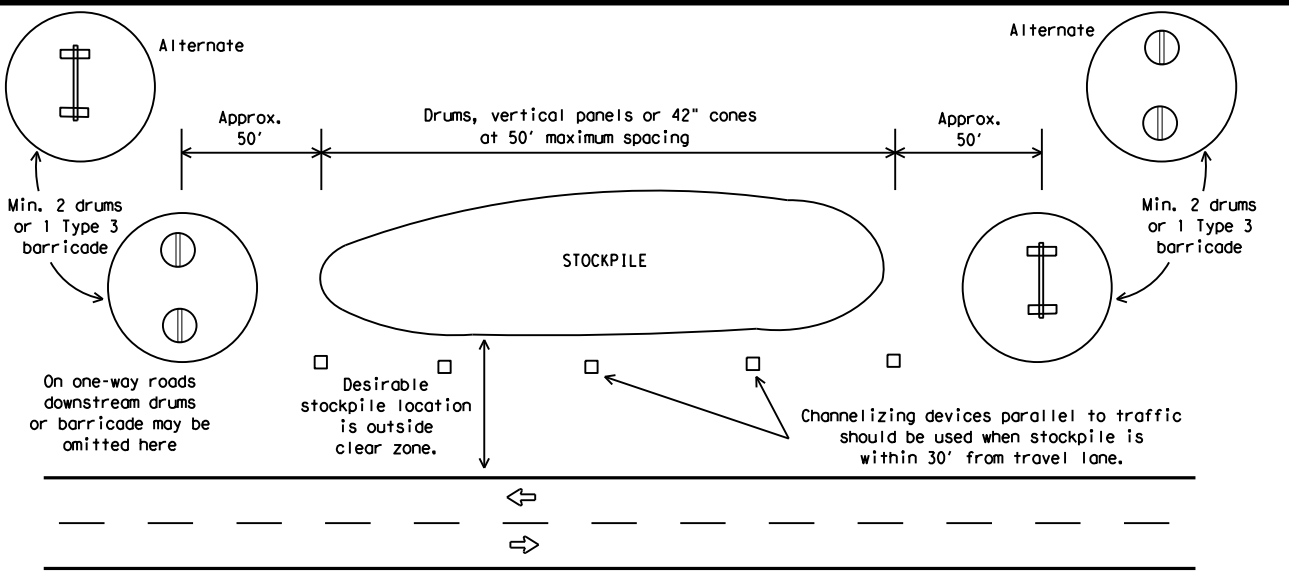
Two-Piece cones

One-Piece cones

Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (10) - 21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14				
7-13 5-21				
DIST			COUNTY	217

DATE: FILE:

WORK ZONE PAVEMENT MARKINGS

GENERAL

- The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Additional supplemental pavement marking details may be found in the plans or specifications.
- Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
- When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

- Raised pavement markers are to be placed according to the patterns on BC(12).
- All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

- Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

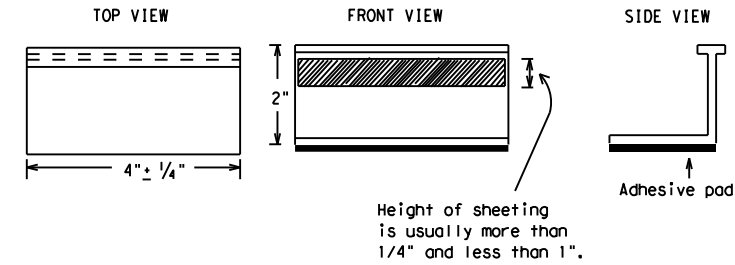
MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

- Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
- The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
- The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
- Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- Blast cleaning may be used but will not be required unless specifically shown in the plans.
- Over-painting of the markings SHALL NOT BE permitted.
- Removal of raised pavement markers shall be as directed by the Engineer.
- Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



**STAPLES OR NAILS SHALL NOT BE USED TO SECURE
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER
TABS TO THE PAVEMENT SURFACE**

- Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- Small design variances may be noted between tab manufacturers.
- See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

- Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
 YELLOW - (two amber reflective surfaces with yellow body).
 WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATION	Item # 14.
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

SHEET 11 OF 12



BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CR: TxDOT
© TxDOT February 1998	CONT	SECT	JOB	MILEPOST
REVISIONS				
2-98	9-07	5-21		
1-02	7-13			
11-02	8-14			
	DIST	COUNTY		

218

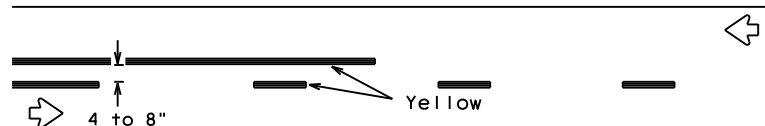
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

PAVEMENT MARKING PATTERNS

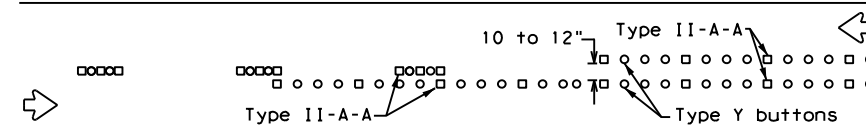


REFLECTORIZED PAVEMENT MARKINGS - PATTERN A

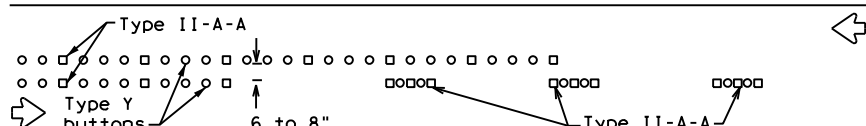


REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectORIZED pavement markings.



RAISED PAVEMENT MARKERS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN B

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



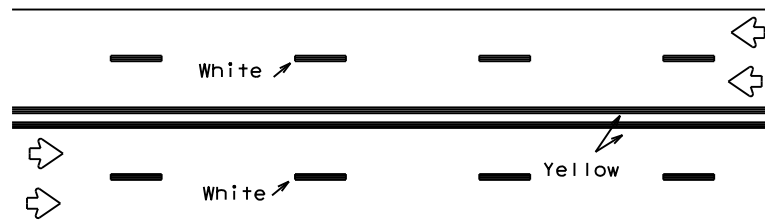
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.



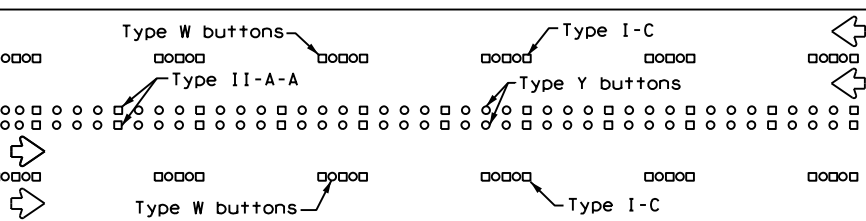
RAISED PAVEMENT MARKERS

EDGE & LANE LINES FOR DIVIDED HIGHWAY



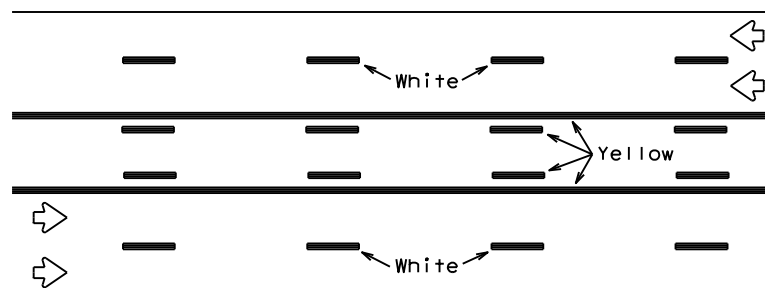
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.



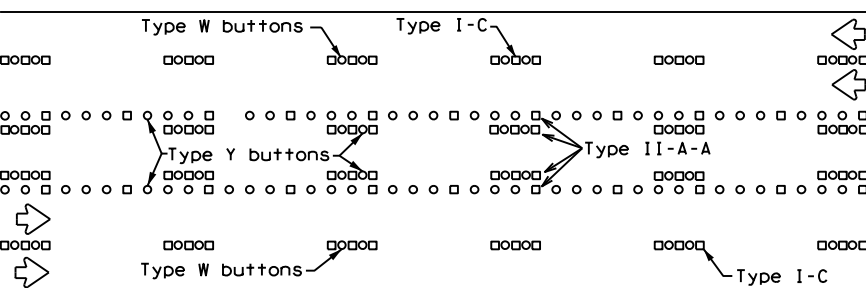
RAISED PAVEMENT MARKERS

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.

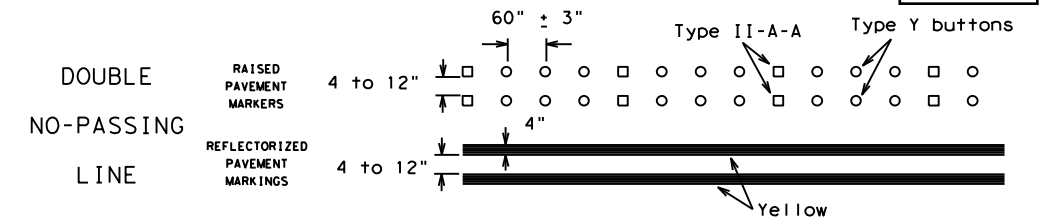


RAISED PAVEMENT MARKERS

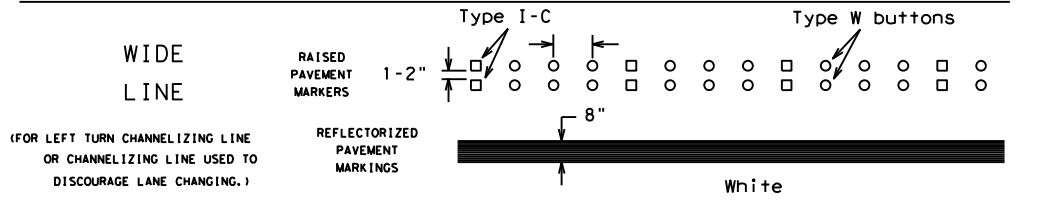
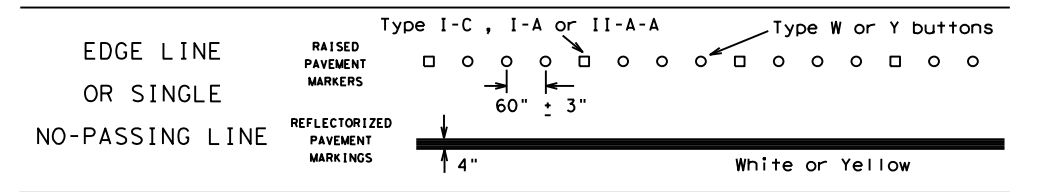
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAIL

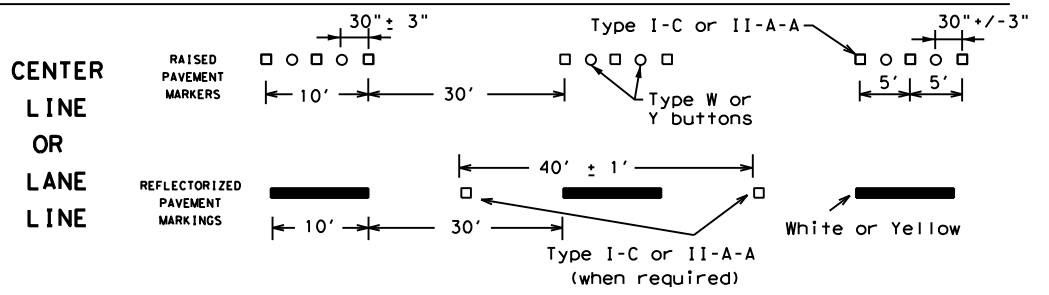
Item # 14.



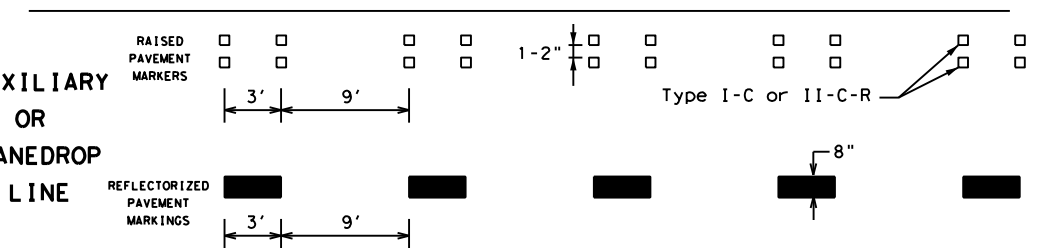
SOLID LINES



BROKEN LINES

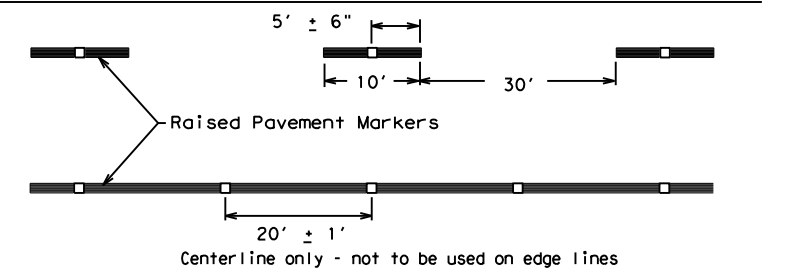


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



SHEET 12 OF 12



BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-21

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	OW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	MILEPOST
REVISIONS				
1-97 9-07 5-21				
2-98 7-13				
11-02 8-14				
	DIST	COUNTY		

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



March 1, 2024

Andrew Binz
Parks & Community Services Director
City of Dripping Springs

**RE: Founders Memorial Park Sidewalk Connectivity Project
Recommendation of Award**

Seven (7) proposals for the referenced project were received at the bid opening on February 15, 2024 from:

- Dig Dug Construction, LLC
- Lone Star Sitework, LLC
- Aaron Concrete Contractors, LLC
- AR6 Construction & Engineering
- D&S Concrete Contractors, LLC
- Myers Concrete Construction
- Ten Point Services

Proposals have been evaluated and scored and the best value is **Dig Dug Construction, LLC** with the following bid:

Total Bid Amount: \$ 362,746.81

Staff recommends award of the contract for a total amount of \$362,746.81 to Dig Dug Construction, LLC based on evaluation of the proposal response packages.

Attached for reference is the bid tabulation and copies of the Dig Dug Construction's proposal response package. Please feel free to call me at 512-220-8100 if you have any questions regarding this recommendation.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Dig Dug Construction, LLC - Proposal Response Package



Landscape/Tree Preservation Ordinance Changes

Primary Changes:

- Changed from protecting all Heritage (24 inch and up) and Legacy hardwood (12 inch and up) trees to protecting all Heritage trees (18 inches and up)
- Moved Ashe Juniper, Huisache, and Mesquite from protected trees to trees that can be used for preservation credit but which are not otherwise protected
- Added definitions

Change	Sections Changed— Proposed	Request	Notes	Current
Added administrative waiver process	28.06.091	Request process for approving other drought tolerant grasses	Councilmember	Only allows Buffalo, Zoysia, and Bermuda.
Removed some tree species from protection but kept them as potential	28.06.052; 28.06.079	Provide more flexibility by eliminating some trees from highest level of protection	Mayor	All trees were protected, not just certain species, but allowed for

trees for mitigation if preserved				clear cutting for a charge per acre.
Changed to two types of trees where only certain trees that are 18 inches or larger are fully protected rather than 12 inches and larger	28.06.052; 28.06.079	Provide more flexibility by limiting the full protection of the Ordinance to larger trees	Mayor	All trees were protected, not just certain species, but allowed for clear cutting for a charge per acre.
Lessened screening requirements for equipment and allowing choice of one landscaping material for screening	28.06.076	Change screening requirements to make it more user friendly-only one type of plant and screening on 2 sides.	Mayor	Required 2 types of plants and screening on all sides.
Not Changed	DIVISION 1. GENERALLY - INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT LANDSCAPING AND TREE PRESERVATION; DIVISION 3.	Combine into one division	Councilmember – The Subcommittee reviewed this issue extensively and wanted a residential user to be able to focus on their ordinance without being confused by the additional	All provisions including screening, tree protection, and landscaping materials applied to all lots not just larger residential

	GENERALLY - COMMERCIAL AND SUBDIVISION LANDSCAPING AND TREE PRESERVATION		requirements for larger projects. Definitions and other provisions are mirrored between the divisions.	subdivisions and commercial projects.
Boundary Tree definition added and treatment handled	28.06.004; 28.06.062	Boundary Trees	Councilmember	Not addressed.
Additional Definitions added to both divisions.	28.06.004; 28.06.062	Definitions	Councilmember	Fewer definitions.
Addressed as a potential alternative to Turf	28.06.093	Xeriscape Materials	Councilmember	Only allowed Zoysia, Bermuda, and Buffalo.
Changed to two types of trees: Heritage and Standard. Added language clarifying what a healthy tree is.	28.06.004; 28.06.062; 28.06.052; 28.06.079(c)	Clarify Tree Definitions	Councilmember	All trees eight inch and larger are protected and have to be part of the tree survey.
Changed TC to DBH and changed fees to reflect change.	28.06.053(Mitigation Table); 28.06.080 (Mitigation Table)	Change all TC to DBH	Councilmember , attached to the packet is additional information on how	DBH only.

			the fees were calculated	
Added language to Violation.	28.06.007; 28.06.066	Each tree is a separate offense	Councilmember	Offense language was less clear.
Added definition of heavy construction; no other changes; Added new language protecting CRZ during construction; changed back to 75% protection of CRZ	28.06.066; 28.06.079	Change Protection of Critical Root Zone to lessen protection	Councilmember	Parking or storing of vehicles, equipment or materials allowed within the critical root zone is prohibited.
Added preservation of additional trees to count for mitigation; clarified when mitigation is required	28.06.079; 28.06.080	Change Mitigation	Councilmember	Healthy I and II trees or \$6,000 per acre.
Added 2 year expiration for tree surveys.	28.06.074	Tree Survey expiration	Councilmember	No expiration.
No change	28.06.075	Lessen tree requirement for parking areas	Councilmember, subcommittee discussed. The amount isn't being changed with this ordinance and is	Same as proposed.

			similar to nearby communities. The Planning Department has also not had any complaints recently based on this requirement.	
Preservation of these types of trees allows for use as mitigation but not protected by themselves.	28.06.053; 28.06.080	More Protective of Cedar Trees (Ashe Juniper)	Public	Healthy I or II trees or \$6,000 per acre
Changed from protecting certain 24 inch and up trees to 18 inch and up trees	28.06.052; 28.06.079	More Protective of smaller trees	Public	8 inches or above are protected
Added artificial turf to xeriscape	28.06.091; 28.06.093	Artificial Turf	Staff	Not addressed.
Limited hardwood trees to specific list in definitions	28.06.004; 28.06.062	Limit what trees are hardwood	P&Z	All trees protected.
Added industrial, GUI, and multi-family to definition of Commercial Land Use	28.06.062;	Clarify the difference between residential and commercial uses	P&Z	Not addressed.
Changed to updated tree survey between	28.06.079	Update as built language	P&Z	Not addressed.

installation of infrastructure and building of specific structures				
Added statement that the ordinance is in addition to state, federal, and county rules	28.06.003; 28.06.061;	Ensure that all laws, including federal, state, and county laws are also followed	P&Z	Not addressed although implied due to preemption
Changed references to Chapter to Article	Throughout	Clarify that violations apply to actions taken under the Article not the entire Ch. 28 Chapter	Staff	Not addressed.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION ORDINANCE; ESTABLISHING REGULATIONS FOR DEVELOPMENT AND THE PRESERVATION OF TREES, AND LANDSCAPING THAT IS COHESIVE WITH THE HILL COUNTRY ENVIRONMENT; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; AND, SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality, including its extraterritorial jurisdiction where trees and water sources are preserved; and

WHEREAS, the City Council finds that removing all or most of trees on any lot is not beneficial to the hill country environment; and

WHEREAS, the City Council finds that regulating the type of grass and landscaping and types of irrigation helps preserve the hill country landscape and water resources; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing subdivision plats for tree preservation and landscaping are necessary to maintain water quality, protect the region’s livability, preserve property values, and reinforce Dripping Springs’ status as the Gateway to the Hill Country; and

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

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has the authority to adopt rules governing plats and subdivisions of land; and

WHEREAS, the City has determined that amending its ordinance related to subdivisions is required by state law; 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 regulating the tree preservation and landscaping.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as

if expressly set forth herein.

2. ENACTMENT

Article 28.06, Landscaping and Tree Preservation Ordinance of the City of Dripping Springs Code of Ordinances is repealed and replaced to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

Article 28.06 and all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective as listed below:

- (a) Ninety (90) days after date of publication:
 - (1) Sections 28.06.079 – .081 Tree Preservation
 - (2) Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping
- (b) Thirty (30) days after date of publication:
 - (1) All other sections in the ordinance.

7. PROPER NOTICE AND MEETING

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

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

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Mayor

ATTEST:

Andrea Cunningham, City Secretary

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

DIVISION 1. GENERALLY -INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT LANDSCAPING AND TREE PRESERVATION

Sec. 28.06.001. Title.

This article shall be commonly cited as the residential and commercial landscape ordinance. Divisions 1 and 2 apply only to individual residential lots and smaller residential projects. Divisions 3, 4, and 5 apply only to commercial projects and larger residential subdivisions projects.

Sec. 28.06.002. Purpose – Residential Tree Preservation.

- (a) Generally. The purpose of this article is to provide protection for Heritage ~~and Legacy~~ Trees in residential areas and for the preservation of native trees, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and general well-being. Preserving and improving the natural environment, and maintaining a working ecological balance, are of increasing concern to the city. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well-being of the community, and therefore it is proper that the appropriate use of such elements be required.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.003. Scope and Applicability.

Divisions 1 and 2 – Residential Tree Preservation apply to all residential property that has been issued a certificate of occupancy or which has or will be occupied by owner or lessee and any residential property project where subdivision results in fewer than five dwelling units within the incorporated municipal boundaries (i.e., city limits). Divisions 3, 4, and 5 apply to any residential construction of five or more dwelling units that is part of a project covered by those divisions prior to the issuance of the certificate of occupancy or when the residential

construction is first occupied by an owner or lessee. This article applies to actions taken after the date of enactment. Nothing in this article is intended to modify or excuse an individual's obligation to comply with applicable federal, state, county or other laws, including laws imposing requirements stricter or more onerous than under this article.

In addition, this article applies to all development requiring site plan approval subject to zoning requirements, including:

- (a) All residentially-zoned property for which a subdivision is accepted by the City after the effective date of this ordinance generating fewer than five dwelling units;
- (b) All residentially-zoned properties with fewer than five dwelling units ~~properties~~ going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval for such projects shall be conditioned on compliance with this article.
- (c) Any grading, filling or clearing of land related to a project as limited above; and
- (d) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above.

Sec. 28.06.004. Definitions.

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

- (b) Specific definitions.

ANSI: The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Boundary tree: A tree whose trunk is on two or more properties owned by separate individuals.

Caliper inch: A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

Certified arborist: A person with any one of the following certifications or credentials: ISA Certified Arborist or ISA Board Certified Master Arborist.

City administrator: The chief administrative officer of the city. The term shall also include ~~the~~ deputy city administrators.

City arborist: The employee or consultant designated by the city council as the city arborist.

City council: The governing body of the city.

~~City of Austin Grow Green Guide: The document promulgated in part by the City of Austin, entitled “Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas,” as may be amended.~~

City permit: A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a city ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the property.

Code: The Code of Ordinances enacted by the city, as may be amended from time to time.

Commercial land use: All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead including commercial, industrial, multi-family, retail, GUI, and any other land use other than one- and two-family residences.

Critical root zone: The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development: The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

Development Review Committee: A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

DBH (diameter at breast height): The unit of measure for tree size once over four inch (4”) caliper. DBH is the tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Escrow: A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification: A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood: Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, and Osage Orange, ~~and other designated hardwood trees.~~

Healthy tree. ~~Any tree that has not been determined to be considered dead, diseased, or posing an imminent threat or hazard to people or property by a Certified Arborist or by the City Arborist.~~

~~Heritage tree.—A protected tree having a trunk of 24.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.052.~~

Impervious cover: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification

on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

Landscape architect: ~~A person licensed to use the title of “landscape architect” in the State of Texas in accordance with state law. One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.~~

Landscaping: Consists of introduced vegetation, as well as related improvements to a lot, including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

~~*Legacy tree*. — A protected tree having a trunk of 12.0” - 23.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.052.~~

Natural area: An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner: A person or persons with legal control over property in question. Owner includes all owners as it relates to boundary trees as defined herein.

Person. A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

Protected tree. Any of the following:

- (1) Heritage tree. A protected tree generally having a trunk of 18.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.
- (2) Standard tree. A protected tree having a trunk of 8.0” - 17.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.079. ~~A hardwood tree having a trunk of eight inches in caliper or greater measured at DBH;~~
- ~~(2) — A multi-trunked hardwood tree having a total trunk DBH of 30 inches or more (not counting trunks less than eight inches in diameter); or~~
- ~~(3) — A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).~~

Residential Use: One- and two-family structures, occupied by individuals as their primary residence.

Responsible party: The owner/operator of the business located on the property on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

~~*Standard tree*. — A protected tree having a trunk of 8.0” - 11.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.052.~~

TCEQ: The state commission on environmental quality, or its successor agency.

Tree caliper: Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4" caliper or smaller. Over 4" caliper, trees are measured in DBH.

Sec. 28.06.005. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.006. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. "Damage" in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" for trees protected by this ordinance. A violation of this section is an offense under section 28.06.~~007~~008.

Sec. 28.06.007. Violation

It shall be unlawful for any person to violate this article.

Sec. 28.06.~~007~~008. Offense

- (a) A person who intentionally, knowingly, recklessly, or with criminal negligence violates, causes, allows or permits a violation of a section of this ~~chapter article~~ designated as an offense commits a misdemeanor punishable by a fine not exceeding \$2000.00. A person who otherwise violates a section of this ~~chapter article~~ designated as an offense commits an offense punishable by a fine not to exceed \$500.
- (b) Each violation of this ~~chapter article~~ designated as an offense constitutes a separate offense. Each tree removed or seriously damaged in violation of this ordinance is a separate offense.
- (c) No culpable mental state is required to prove an offense under this ~~chapter article~~ if the offense involves:
 - (1) removal or damage to trees in violation of this ~~chapter article~~ including clearing, grubbing, or construction through the other use of heavy instruction load vehicles as defined in Chapter 30 of the code over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction.
- (d) Violations:
 - (1) Section 28.06.006. Damaging or Removing Trees.
 - (2) Section 28.06.051. Maintenance Requirements.
 - ~~(23)~~ Section 28.06.052. Tree Preservation.
 - ~~(34)~~ Section 28.06.056. Irrigation Requirements

Sec. 28.06.008009. - Liability.

The provisions of this ~~chapter~~ article shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.009010. - Civil remedies.

Nothing in this ~~chapter~~ article shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this ~~chapter~~ article and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the ~~chapter~~ article or to require specific conduct that is necessary for compliance with the ~~chapter~~ article, including remediation of oak wilt or protection of trees where such remediation or protection is required by this ~~chapter~~ article at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the ~~chapter~~ article and after receiving notice committed acts in violation of the ~~chapter~~ article or failed to take action necessary for compliance with the ~~chapter~~ article; and other available relief.
- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.010011—28.06.050. Reserved.

*DIVISION 2. STANDARDS - INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.051. Maintenance requirements.

The owner shall be responsible for (unless otherwise specified herein):

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and following

all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.

- (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice.
- (3) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (4) A violation of this section is an offense under section 28.06.~~007008~~.

Sec. 28.06.052. Tree preservation.

(a) Protected trees are defined as follows:

(1) Protected Trees;

(A) Heritage Trees;

~~(B) Legacy Trees;~~

~~(C)~~ Standard Trees.

(2) Hardwood trees defined in Sec. 28.06.004 “Definitions”

(3) Standard Trees. The following species are considered protected Standard trees with at least one (1) trunk being equal or greater than the respective size (DBH):

~~i. Ashe Juniper (*Juniperus ashei*) - eight (8) inch DBH;~~

~~ii. Huisache (*Acacia farnesiana*) - twelve (12) inch DBH;~~

~~iii. Mesquite (*Prosopis glandulosa*) - twelve (12) inch DBH;~~

~~iv. Arizona Ash (*Fraxinus velutina*) - twelve (12) inch DBH;~~

~~v. Hackberry (*Celtis spp.*) - twelve (12) inch DBH;~~

i. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;

ii. Texas Redbud (var. *texensis*) - five (5) inch DBH;

iii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;

iv. Condalia (*Condalia hookeri*) - five (5) inch DBH;

v. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;

vi. Hawthorne (*crataegus texana*) - five (5) inch.

(4) Heritage Trees. A Heritage tree means a tree of ~~twenty four (24)~~eighteen (18) inches or greater DBH for all tree species except the following species are Heritage with at least

one (1) trunk being eight (8) inches or greater DBH (the value of the eight (8) inches or greater trunk is the value given to these small tree species):

- i. Texas Persimmon (*Diospyros texana*);
- ii. Texas Redbud (var. *texensis*);
- iii. Texas Mountain Laurel (*Sophora secundiflora*);
- iv. Condalia (*Condalia hookeri*);
- v. Possum Haw (*Ilex decidua* - in floodplain only);
- vi. Hawthorne (*crataegus texana*).

(5) Non-native Trees. Non-native invasive tree species are not protected. Non-native invasive tree species means the following tree species:

- i. Chinese Pistache (*Pistacia chinensis*);
- ii. Chinaberry (*Melia azedarach*);
- iii. Chinese Tallow (*Sapium sebiferum*);
- iv. Tree of Heaven (*Ailanthus altissima*);
- v. Salt Cedar (*Tamerix* species).
- vi. Japanese Ligustrum (*Ligustrum japonicum*).
- vii. Nandina (*Nandina domestica*);
- viii. Paper Mulberry (*Broussonetia papyrifera*)

(b) Minimum Tree Preservation Requirements

(1) No Heritage ~~or Legacy hardwood~~ tree shall be removed from any property within the City of Dripping Springs without following the provisions as stated below except where exempted.

(2) Tree Preservation by Land Use:

(A) A property owner may remove any tree, other than a Heritage ~~or Legacy hardwood~~ tree, on property owned where the removal is not due to a residential development resulting in five or more dwelling units or due to commercial, industrial, government, or multi-family development.

(B) All Heritage ~~and Legacy hardwood~~ trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage ~~and Legacy hardwood~~ trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(C) Tree preservation in Historic Districts shall comply with both this ~~Chapter~~Article and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

- (3) All healthy Heritage ~~and~~; Standard, ~~and Legacy~~ trees shall be preserved in the Water Quality Protection Zones as defined in Article 22.05. This prohibition shall apply unless tree removal is specifically approved by the development review committee for allowable development in the WQBZ as defined by Water Quality Ordinance [22.05.017(d)].
- (c) Healthy protected trees (as defined herein) that are Heritage ~~or Legacy~~ trees as defined that require removal to accommodate the development shall be replaced as directed herein. Trees identified as distressed, dead, diseased, or posing an imminent threat or hazard to people or property by a Certified ~~Texas Arborist~~ Arborist shall not be included in tree preservation requirements evaluation.
- (d) Any activity that damages trees on adjacent lots is prohibited.
- (e) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.053. Mitigation for Tree Removal.

- (a) Mitigation for all removed Heritage ~~and Legacy hardwood~~ trees not covered by an exception is required. For all removed Heritage ~~and Legacy hardwood~~ trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (~~TC~~DBH) required for mitigation will be determined by the development review committee in consultation with the City Arborist.
- (b) Protected trees which are removed shall be mitigated using any combination of the following:
- (1) Preservation of existing protected trees >6 inches in DBH above minimum preservation requirements; A survey including existing, live, healthy protected trees with a six-inch DBH in diameter must be submitted if mitigation is sought including any tree being used for mitigation. Credit for preservation shall be given at .5 : 1. In addition, preservation of existing Ashe Juniper (Juniperus ashei); Huisache (Acacia farnesiana); Mesquite (Prosopis glandulosa); and Arizona Ash (Fraxinus velutina) > 6 inches in DBH provide credit at .5:1 inches.
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 3-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the development review committee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination in a balance approved by the development review committee.
- (c) The preservation of healthy Standard ~~trees and Legacy non-hardwood~~ trees on-site is encouraged and may be used as mitigation to offset the removal of Protected Heritage ~~and Legacy hardwood~~ trees. The mitigating trees may be of any protected tree species with an aggregate ~~TC~~DBH in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements

and overhead electric lines. Existing Heritage ~~or Legacy hardwood~~ trees cannot be used to mitigate for the loss of Heritage ~~or Legacy hardwood~~ trees.

(d) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate ~~DBH~~TC in inches of the trees removed with ratio of (3:1) for Heritage trees ~~and (1.5:1) for Legacy hardwood trees.~~

(e) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.

(f) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the Development Review Committee.

(g) Fee in lieu of replacement:

(i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of replacement shall be made, which shall be deposited into the City's Landscaping Fund. The fee shall be determined as follows in the Table below;

Table Mitigation methods for tree removal

Tree Classification	Tree Diameter Removed (DBH)	Tree Planting: Aggregate TC DBH in inches of trees removed	Mitigation Fee per inch (TC DBH) of tree removed
Heritage	24 18.0" or greater or as listed herein	3:1	\$200
Legacy (hardwood)	12.0" — 23.9" or as listed herein	1.5:1	\$100

~~* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: TC = diameter (in) x 3.1415, where TC is total circumference (in).~~

Sec. 28.06.054. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements for Heritage ~~and Legacy hardwood~~ trees of Section 28.06.052:

(a) Lots on which buildings were constructed prior to the adoption of this ordinance and subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.

- (b) Trees that are dead, diseased, or posing an imminent threat or hazard to people or property ~~Hazardous, diseased, dead, or dying trees~~ as determined by a tree survey and a letter from a ~~e~~Certified ~~Texas Arborist~~Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees identified by a ~~certified~~Certified ~~a~~Arborist as dead, diseased, or posing an imminent threat or hazard to people or property~~distressed~~ shall not be included in tree preservation requirements evaluation.

Sec. 28.06.055. Oak Wilt Management

- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted by the development review committee to any person wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the person agrees to comply with this section as it relates to painting wounds. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
- (d) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a ~~Texas Oak Wilt Qualified (TOWQ) ISA-certified~~Certified ~~a~~Arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
- (d) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

Sec. 28.06.056 Irrigation Requirements

- (a) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
- (b) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.

-
- (c) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
 - (d) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.
 - (e) A small project that is a subdivision of four or less units that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.
 - (f) A violation of this section is an offense under section 28.06.007.

DRAFT- CODE OF ORDINANCES
 Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT
 ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

CC COMMENTS

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

DIVISION 3. GENERALLY -- COMMERCIAL AND -SUBDIVISION -LANDSCAPING AND TREE PRESERVATION

Sec. 28.06.060. Purpose-Commercial and Residential Subdivision.

- (a) Generally. The purpose of commercial and residential subdivision tree preservation is to provide for the preservation of native trees, prevent the clear-cutting of land, and provide for minimum landscaping and screening requirements, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and general well-being. Preserving and improving the natural environment, and maintaining a working ecological balance, are of increasing concern to the city. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well-being of the community, and therefore it is proper that the appropriate use of such elements be required.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.061. Scope and Applicability.

Divisions 3, 4, and 5 – Commercial and Subdivision Tree Preservation and Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ). This article applies to actions taken after the date of enactment. Nothing in this article is intended to modify or excuse an individual's obligation to comply with applicable federal, state, county or other laws, including laws imposing requirements stricter or more onerous than under this article.

In addition, this article Divisions 3, 4, and 5 applies to all development requiring site plan approval or construction plan approval subject to zoning requirements, including:

- (a) All residentially-zoned property and property being used for residential use for which a subdivision application is accepted by the City after the effective date of this ordinance generating five or more dwelling units;
- (b) All industrial, commercial, office, multi-family, institutional development, governmental facilities and infrastructure, and schools (including all new construction and any additions greater than 2500 square feet), and construction of a new parking lot or expansion of an existing parking lot; and
- (c) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
- (d) For tree preservation purposes, this article applies to the three types of development stated above, and also includes:
 - (1) Any grading, filling or clearing of land related to a project as limited above;
 - (2) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above;
 - (3) ~~(3)~~ All governmental development shall comply with the tree preservation plan review procedure regardless of the zoning district in which they are located unless the development is utility related or in street R.O.W.
- (e) Exemptions from Divisions 3 and 4 – Commercial Property and Residential Subdivision Tree Preservation include:
 - (1) The cultivation of land for agricultural purposes, fence building or rebuilding.
 - (2) Street construction and maintenance projects that do not increase the impervious cover beyond that of the original street.
 - (3) Structural repairs or replacements to existing structures.
 - (4) Construction or reconstruction of barns, silos, livestock pens, sheds, and other agriculturally related structures.
 - (5) Any site plan submitted prior to the effective date of this article except expansions or additions as stated in this Code.

Sec. 28.06.062. Definitions.

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

ANSI: The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Boundary tree: -A tree whose trunk is on two or more properties owned by separate individuals.

Caliper inch: A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

Certified arborist: A person with any one of the following certifications or credentials: ISA Certified Arborist or ISA Board Certified Master Arborist.

City administrator: The chief administrative officer of the city. The term shall also include the deputy city administrator.

City arborist: The employee or consultant designated by the city council as the city arborist.

City council: The governing body of the city.

City of Austin Grow Green Guide

City permit. A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a city ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the property.

Code. The Code of Ordinances enacted by the city, as may be amended from time to time.

Commercial land use. All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead including commercial, industrial, multi-family, retail, GUI, and any other land use other than one- and two-family residences.

Critical root zone. The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development. The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

DBH (diameter at breast height). The unit of measure for tree size once over four inch (4") caliper. -DBH is the tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Escrow. A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, and Osage Orange, ~~and other designated hardwood trees.~~

Healthy tree. Any tree that has not been determined to be considered dead, diseased, or posing an imminent threat or hazard to people or property by a Certified Arborist or by the City Arborist.

~~Heritage tree.—A protected tree having a trunk of 24.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.~~

Impervious cover. Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

~~Landscape architect. A person licensed to use the title of “landscape architect” in the State of Texas in accordance with state law. One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.~~

Landscaping. Consists of introduced vegetation, as well as related improvements to a lot, including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

~~Legacy tree.—A protected tree having a trunk of 12.0”–23.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.079.~~

Natural area. An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner. A person or persons with legal control over property in question. Owner includes all owners as it relates to boundary trees as defined herein.

Person. A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

Protected tree. Any of the following:

(1) ~~Heritage tree.— A protected tree generally having a trunk of 18.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.~~

~~(2)—(2) Standard tree. A protected tree having a trunk of 8.0”–11.9/17.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.079.~~

~~A hardwood tree having a trunk of at least eight inches in caliper or greater measured at DBH;~~

~~(2)—A multi-trunked hardwood tree having a total trunk DBH of at least 30 inches or more (not counting trunks less than eight inches in diameter); or~~

~~(3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).~~

Residential Use. One- and two-family structures, occupied by individuals as their primary residence.

Responsible party. The owner/operator of the business located on the property on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

~~Standard tree. A protected tree having a trunk of 8.0” 11.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.079.~~

Texas A&M AgriLife Extension: The document promulgated in part by the Texas A&M AgriLife Extension, entitled “Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas,” as attached as Exhibit “A” to this Ordinance.

TCEQ: The state commission on environmental quality, or its successor agency.

Tree caliper: Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4” caliper or smaller. Over 4” caliper, trees are measured in DBH.

Sec. 28.06.063. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city-controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.064. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. “Damage” in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” for trees protected by this ordinance. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.065. Violations.

It shall be unlawful for any person to violate this article.

Sec. 28.06.066. Offense

- (a) A person who violates, causes, allows or permits a violation of a section of this ~~chapter~~article designated as an offense commits a misdemeanor punishable by a fine not

exceeding \$2000.00. In addition, the cost of the tree or trees may also be charged to the responsible party.

- (b) Each violation of this ~~chapter~~ article designated as an offense constitutes a separate offense. Each tree removed or seriously damaged in violation of this ordinance is a separate offense.
- (c) No culpable mental state is required to prove an offense under this ~~chapter~~ article if the offense involves:
 - (1) removal or damage to trees in violation of this ~~chapter~~ article including clearing, grubbing, or construction other heavy through the use of heavy load vehicles as defined in Chapter 30 of the code ~~instruction~~ over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction, including protected clusters.
- (d) Violations:
 - (1) Section 28.06.064. Damaging or Removing Trees.
 - (2) Section 28.06.065. Violations.
 - (3) Section 28.06.~~066~~073. Landscape Material.
 - (4) Section 28.06.075(g). Paving over Critical Root Zone.
 - (5) Section 28.06.077. Maintenance Requirements.
 - (6) Section 28.06.079. Tree Preservation.
 - (7) Section 28.06.082. Irrigation Requirements.
 - (8) Section 28.06.085(c). Pruning Oak Without Sealing Wounds.

Sec. 28.06.067. - Liability.

The provisions of this ~~chapter~~ article shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.068. - Civil remedies.

Nothing in this ~~chapter~~ article shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this ~~chapter~~ article and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the ~~chapter~~article or to require specific conduct that is necessary for compliance with the ~~chapter~~article, including remediation of oak wilt or protection of trees where such remediation or protection is required by this ~~chapter~~article at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the ~~chapter~~article and after receiving notice committed acts in violation of the ~~chapter~~article or failed to take action necessary for compliance with the ~~chapter~~article; and other available relief.
- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.069—28.06.070. Reserved.

*DIVISION 4. STANDARDS -- COMMERCIAL PROPERTY AND SUBDIVISION
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.071. Street trees.

- (a) Residential street tree requirements. The list below sets forth the minimum number of trees, per lot, that must be planted prior to the issuance of a certificate of occupancy permit for the dwelling. Trees shall be in the front of a residential lot, including at least one required tree planted in the front yard. Three large shrubs may be substituted for one required tree. The following minimum standards apply:

Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

- (b) Nonresidential street tree requirements. At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and

vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.

- (c) Trees planted shall be a minimum two and a half inch caliper, staked, and wrapped. Small trees/large shrubs trees shall be a minimum one and a half inch caliper, staked, and wrapped.
- (d) Trees with deep roots may be planted in the area between the sidewalk and road if approved by the development review committee in consultation with the City Arborist. Trees of species whose roots are known to cause damage to public roadways or other public works are prohibited.
- (e) Trees are not allowed to be planted within public water, or wastewater easements. Trees are not allowed to be planted within fifteen feet of telecommunication or electrical lines.
- (f) Trees in place at the time of construction and preserved on the lot, may count towards the required planting of trees if the preserved trees meet all of the requirements listed herein.

Sec. 28.06.072. Landscape buffers.

- (a) Landscape buffer planting requirements.
 - (1) All plant material shall be of native or adapted species.
 - (2) All new proposed shade trees shall be a minimum of two and a half inches in caliper.
 - (3) All proposed ornamental trees shall be a minimum of one and a half inches in caliper.
 - (4) All large shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.
- (b) Landscape buffer spacing requirements. The following landscape buffer spacing requirements shall apply to all designated landscape buffers:
 - (1) Shade trees (such as Live Oak or Cedar Elm). One per 50 feet of buffer frontage.
 - (2) Ornamental trees (such as Crape Myrtle or Desert Willow). One per 25 feet of buffer frontage.
 - (3) Large shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita). One per six feet of buffer frontage.
 - (4) Small shrubs/groundcovers, one-gallon (such as Lantana or Liriope). One per three feet of buffer frontage.
- (c) Landscape buffer widths. The following landscape buffer width requirements shall apply to all designated landscape buffers and shall be measured from the edge of the right-of-way:

	At Arterial Roadways	At Collector Roadways
AG	0	0
SF-1	35 feet	25 feet
SF-2	35 feet	25 feet
SF-3	40 feet	30 feet

SF-4	50 feet	40 feet
SF-5	40 feet	30 feet
MF	50 feet	40 feet
MH	35 feet	25 feet
O	25 feet	25 feet
LR	25 feet	25 feet
GR	25 feet	25 feet
CS	25 feet	25 feet
I	50 feet	50 feet
H	25 feet	25 feet
GUI	25 feet	25 feet
PR	25 feet	25 feet
PP	25 feet	25 feet
PD	Varies	Varies

(d) Landscape buffer vegetation. The following landscape buffer vegetation requirements shall apply to all designated landscape buffers:

This buffer area shall contain either native vegetation in the form of trees and bushes left in their natural, undisturbed condition, or, if no such native vegetation exists, shall consist of landscaping in conformance with this article. If the area consists of landscaped plantings, maintenance of such plantings shall be the sole responsibility of the developer or the homeowners' or property owners' association.

Sec. 28.06.073. Landscape material.

All trees, plants, and vegetation shall comply with the [Texas A&M AgriLife Extension “Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas”](#) ~~City of Austin “Grow Green”~~ recommended plant guide as attached as Exhibit “A”. Invasive plants in this guide are specifically prohibited. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.074. Landscape plan and tree survey submittal.

A landscape plan and tree survey shall be submitted to the city with the proposed site development plans and construction plans. The landscape plan shall comply with the landscape requirements. The landscape plan shall be signed and sealed by a landscape architect licensed by the state. The existing tree survey should be signed and sealed by a surveyor licensed by the state. The landscape plan must also be complied with while any structures are being built up to certificates of occupancy. Tree surveys are considered valid for two years from the date which they are completed.

Sec. 28.06.075. Parking area landscaping.

- (a) Parking lots and all vehicular parking and maneuvering areas, excluding driveways behind buildings, shall contain areas constructed, planted, and maintained as landscaped islands, peninsulas, or medians.
- (b) The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be 90 square feet for each 12 parking spaces, having a minimum width of nine (9) feet.
- (c) One tree is required for every six parking spaces. Tree preservation is encouraged for parking areas defined as back of curb and a nine (9) foot buffer around that back of curb, thus one existing tree that is at four inches DBH shall count for two new trees.
- (d) No parking space shall be located further than 50 feet from a landscaped island, peninsula, median, or tree. They shall be located evenly through the parking areas; however, the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.
- (e) Landscape terminal islands (end islands) shall be located at the end of all parking modules in a configuration to allow for turning radii of intersecting aisles to protect parked vehicles, provide for visibility, confine moving traffic to aisles and driveways, and provide space for landscaping. Medium and tall shrubs are prohibited on internal islands to maintain visibility.
- (f) All landscaped islands shall have curbs except when utilizing low impact development techniques to capture and utilize runoff for irrigation purposes.
- (g) Paving over more than seventy-five percent (75%) of the critical root zone is prohibited unless approved by the city development review committee. All approved paving shall be porous pavement to allow water and air exchange. Paving over more than seventy-five percent (75%) of the critical root zone without approval of the City is an offense.

Sec. 28.06.076. Screening of dumpsters and building service equipment.

- (a) For outdoor condensers, utility huts, and other building service equipment (other than a rooftop), such equipment shall be reasonably screened from view on ~~all two~~ sides using a masonry wall and/or vegetative screen using ~~at least two varieties of~~ plant material from the “~~grow green~~Native and Adapted Landscape Plants” plant guide attached at Exhibit “A”, that, at maturity, are at least the height of the equipment to be screened.
- (b) All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.
- (c) The opening for removal of the dumpster for collection shall be a minimum of 12 feet to allow proper service access. An additional ten feet in width is required for every additional dumpster.
- (d) All durable materials used in constructing ~~the a~~ dumpster screening masonry wall system shall be consistent with and complement the primary structure.

- (e) The orientation of the dumpster opening shall not face the street or public sidewalk unless approved by the city administrator.

Sec. 28.06.077. Maintenance requirements.

- (a) The owner shall be responsible for (unless otherwise specified herein):
- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture;
 - (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice;
 - (2) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;
 - (3) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;
 - (4) Replacing planted trees if they die or become diseased beyond repair within five years after planting; ~~and~~
 - (5) Repairing damage to landscaped areas, structures, screening, buffering, or trees as a result of ingress or egress from site easements by authorized or unauthorized parties; ~~and~~
 - (6) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2); ~~and~~
- ~~(7b)~~— A violation of this section is an offense under section 28.06.066.

Sec. 28.06.078. Integrated pest management.

An integrated pest management plan (IPM) shall be submitted with the site plan. The IPM shall include the soil analysis, fertilizer ratios, brands, and types of fertilization application methods to be used. Fertilizers must be phosphate-free.

Sec. 28.06.079. Tree preservation.

- (a) A grading and tree survey shall be submitted with the site development plans and construction plans. Residential site development, subdivision, or resubdivision which results in fewer than five dwelling units is exempt from this section.
- (b) The tree survey shall include all existing, live, healthy protected trees with an eight-inch DBH in diameter and larger, including clusters. The survey shall indicate the size (DBH)

and species of tree. A survey including existing, live, healthy protected trees with a six-inch DBH in diameter must be submitted if mitigation as listed below is sought. Trees observed to be dead, diseased, or posing an imminent threat or hazard to people or property ~~distressed~~ will be indicated with an asterisk on the tree list. Trees shall be represented by their critical root zone, meaning circles using the formula of one foot of radius for every one inch of trunk diameter. All required trees (both on and off the subject property) with critical root zones that intersect the limit(s) of disturbance with the project shall be represented. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed). Non-native trees or other exempt tree species as listed herein shall be omitted from the tree survey.

(c) Protected trees are defined as follows:

(1) Protected Trees;

(A) Heritage Trees;

~~(B) Legacy Trees;~~

~~(C) Standard Trees.~~

(2) Hardwood trees defined in Sec. 28.06.062 “Definitions”

(3) Standard Trees. A Standard Tree means a tree of eight (8) inches or greater DBH for all hardwood tree species except the following species are Standard Trees with at least one (1) trunk being five (5) inches or greater DBH (the value of the five (5) inches or greater trunk is the value given to these small tree species): ~~The following species are considered protected trees with at least one (1) trunk being equal or greater than the respective size (DBH):~~

~~i. Ashe Juniper (Juniperus ashei) eight (8) inch DBH;~~

~~ii. Huisache (Acacia farnesiana) twelve (12) inch DBH;~~

~~iii. Mesquite (Prosopis glandulosa) twelve (12) inch DBH;~~

~~iv. Arizona Ash (Fraxinus velutina) twelve (12) inch DBH;~~

~~v. Hackberry (Celtis spp.) twelve (12) inch DBH;~~

i. Texas Persimmon (Diospyros texana) - five (5) inch DBH;

ii. Texas Redbud (var. texensis) - five (5) inch DBH;

iii. Texas Mountain Laurel (Sophora secundiflora) - five (5) inch DBH;

iv. Condalia (Condalia hookeri) - five (5) inch DBH;

v. Possum Haw (Ilex decidua - in floodplain only) - five (5) inch DBH;

vi. Hawthorne (crataegus texana) - five (5) inch;

vii. Any hardwood tree as defined eight (8) inch DBH.

(4) Heritage Trees. A Heritage tree means a tree of ~~twenty four~~ eighteen (18) ~~(24)~~ inches or greater DBH for all tree species except the following species are Heritage with at least

one (1) trunk being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):

- i. Texas Persimmon (*Diospyros texana*);
- ii. Texas Redbud (var. *texensis*);
- iii. Texas Mountain Laurel (*Sophora secundiflora*);
- iv. Condalia (*Condalia hookeri*);
- v. Possum Haw (*Ilex decidua* - in floodplain only);
- vi. Hawthorne (*crataegus texana*).

(5) Non-native Trees. Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species ~~means~~ includes the following tree species:

- i. Chinese Pistache (*Pistacia chinensis*);
- ii. Chinaberry (*Melia azedarach*);
- iii. Chinese Tallow (*Sapium sebiferum*);
- iv. Tree of Heaven (*Ailanthus altissima*);
- v. Salt Cedar (*Tamerix* species).
- vi. Japanese Ligustrum (*Ligustrum japonicum*).
- vii. Nandina (*Nandina domestica*);
- viii. Paper Mulberry (*Broussonetia papyrifera*)

(d) Minimum Tree Preservation Requirements

(1) No protected tree shall be removed from any real property within the City of Dripping Springs without following the provisions as stated below except where exempted.

(2) Preservation requirements that are set as percentage values shall be percentage of the trees, not percentage of the sum of all diameter inches.

(3) Tree Preservation by Land Use:

(A) Commercial as defined above; ~~Industrial, and Multi-family~~:

(i) A minimum of 40% of Standard ~~and Legacy non-hardwood~~ trees shall be preserved on a lot calculated by the total inches (DBH) of the existing standard trees on site.

(ii) All Heritage ~~and Legacy hardwood~~ trees shall be preserved on a lot.

(iii) Heritage ~~and Legacy~~ hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to certificates of occupancy. An updated tree survey ~~As-built tree plans~~ may be

required by the City after construction and acceptance of infrastructure and prior to individual building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(B) Subdivision Development of residentially zoned areas (five or more dwelling units):

(i) A minimum of 35% of Standard ~~and Legacy non-hardwood~~ trees shall be preserved on a lot: calculated by the total inches (DBH) of the existing standard trees on site

(ii) Heritage ~~and Legacy hardwood~~ trees shall be preserved on a lot.

(iii) Heritage ~~and Legacy hardwood~~ trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to certificates of occupancy. An updated tree survey may be required by the City after construction of infrastructure and prior to acceptance of public improvements. individual building construction. ~~As-built tree plans may be required by the City prior to building construction.~~

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(C) A property owner after the certificate of occupancy has been issued is no longer subject to Divisions 3, 4, or 5 but is subject to Divisions 1 and 2 of this ordinance.

(D) Steep slopes –Protected trees shall not be removed from a steep slope area.

(E) All Heritage ~~and Legacy hardwood~~ trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage ~~and Legacy hardwood~~ trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation. Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(F) Tree preservation in Historic Districts shall comply with both this ~~Chapter~~Article and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

(4) Tree preservation in the Water Quality Protection Zones.

(A) No trees shall be removed without following the procedures set forth for Water Quality Protection Zones. The minimum percentage of trees to be preserved shall be by tree type, as follows:

(i) Standard trees – 100% shall be preserved

~~(ii) Legacy trees —100% shall be preserved~~

(iii) Heritage trees – 100% shall be preserved

(B) Drainageway Water Quality Buffer Zones. The above shall apply unless tree removal is specifically approved by the development review committee for allowable development in the WQBZ as defined by Water Quality Ordinance [22.05.017(d)]

(5) Protection of Critical Root Zone.

(A) No construction or disturbance shall occur within an area that constitutes more than 50 percent (50%) of the total CRZ and one-half the radial distance of the CRZ for each tree being preserved, including Heritage and Standard Trees, and any other trees for which credit for preservation is to be assigned per this article. This defined area shall be flagged and encircled with protective fencing during construction. The Development Review Committee may approve construction closer to the trunk than one-half the radial distance, depending on the size, spacing, or species of the tree, the type of disturbance proposed, and uniqueness of the situation, if acceptable supplemental nutrients and/or soil aeration are provided and the probable survival rate of the tree is high.

(B) Cut or fill that is greater than four inches in depth and the severing of major roots shall be considered disturbance for the purposes of this article.

(C) Within the protected CRZ, only flatwork, decking, or similar construction, may be approved and shall not affect the branching of the tree as limited by Section 28.06.075.

(D) If proposed or actual protection of the CRZ of a tree does not meet the requirements of this section, then the tree shall be considered removed and shall require mitigation.

- (e) A Tree Preservation Plan shall be submitted with the site plan for all applicable site plans and subdivisions. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be dead, diseased, or posing an imminent threat or hazard to people or property~~distressed~~).
- (f) Healthy designated protected trees that require removal to accommodate the development shall be replaced as directed herein. Trees identified as dead, diseased, or posing an imminent threat or hazard to people or property~~distressed~~ shall not be included in tree preservation requirements evaluation.
- (g) Pre- and post-construction fertilization is required for existing trees that will be or have been disturbed by construction activities, including disturbance of the critical root zone. Fertilizers must be phosphate-free.
- (h) During construction, take measures to protect trees, including rigid fencing, shielding, and signage, as necessary. Rigid fencing shall be placed with a radius of at least ten feet from the trunk or at the critical root zone, whichever is greater, unless property lines or other features prohibit a complete radius. Rigid fencing shall consist of wood, chainlink, or other solid material approved by the city administrator. Stakes shall be no more than six feet apart and at least one and one-half deep into the ground. Rigid fencing shall be at least three feet in height.

- (i) The city inspector or designee shall inspect and approve installed tree protection before issuance of any permit to commence with any construction activity.
- (h) Tree protection shall remain in place until final landscaping installation as approved by the city inspector or designee.
- (i) Parking or storing of vehicles, equipment or materials allowed within the critical root zone is prohibited.
- (j) Any activity that damages trees on adjacent lots is prohibited.
- (k) A violation of this section is an offense under section 28.06.066.

Sec. 28.06.080. Mitigation for Tree Removal.

- (a) Mitigation for all removed trees in excess of the percentage allowed and not covered by an exception is required for all trees removed during all construction including while any structures are being built as part of the project up to certificates of occupancy. For all removed trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (~~TC~~DBH) required for mitigation will be determined using the approved tree survey or tree preservation plan. ~~Legacy hardwood trees shown to be removed (beginning from largest to smallest (TC)) will be added to the preserved tree total until the preservation percentage is reached.~~ The number of trees needed to meet the preservation requirement will be included in the mitigation calculation.
- (b) Protected trees which are removed shall be mitigated using any combination of the following pursuant to a tree mitigation plan as approved by the development review committee:
 - (1) Preservation of existing protected trees >6 inches in DBH above minimum preservation requirements are considered credit trees.; A survey including existing, live, healthy protected trees with a six-inch DBH in diameter must be submitted if mitigation is sought including any tree being used for mitigation. Credit for preservation shall be given at .5 : 1 inches. In addition, preservation of existing Ashe Juniper (Juniperus ashei); Huisache (Acacia farnesiana); Mesquite (Prosopis glandulosa); and Arizona Ash (Fraxinus velutina) > 6 inches in DBH provide credit at .5:1 inches and are considered credit trees.
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 2-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the City Administrator or designee; ~~and/or~~
 - (4) Payment of a fee in lieu of tree replacement; ~~and/or~~;
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination in a balance approved by the development review committee.
- (c) The preservation of healthy Standard trees on-site is encouraged and may be used as mitigation to offset the removal of Protected trees. The mitigating trees may be of any protected tree species with an aggregate ~~DBH~~TC in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or

proposed utility easements and overhead electric lines. Existing Heritage trees cannot be used to mitigate for the loss of Heritage trees.

- (d) Replacement trees are in addition to the minimum landscaping requirements as described in Section 28.06.071 through Section 28.06.077 of this document.
- (e) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate DBHTC in inches of the trees removed with ratio of (1:1) for Standard trees, ~~(1.5:1) for Legacy trees~~ and (3:1) for Heritage trees.
- (f) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (g) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the development review committee. Replacement trees must be maintained and kept alive for three years through a maintenance plan or replaced if destroyed, diseased, or dead within that time period.
- (h) Landscaping should be mulched to a depth of 3-4” and devoid of weeds and trash. Newly planted trees shall be mulched in a 4 foot radius or 8 foot diameter. The mulch will be kept 6 to 8 inches away from the root flare.
- (i) Biodiversity requirements for tree replacement
 - (A) When replacing trees on site, or at a location approved by the development review committee, no single tree species may account for more than 50% of the total required caliper inches to be replaced.
 - (B) When more than 300 inches (DBHTC) of replacement trees are required, a minimum of three (3) different approved tree species shall be used to fulfill the replacement requirements.
- (j) Fee in lieu of replacement:
 - (i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of replacement shall be made, which shall be deposited into the City’s Landscaping Fund. The fee shall be determined as follows in the Table below;
 - (ii) As described in Texas Government Code Sec.212.905, a tree mitigation fee is not required for trees < 10 inches in DBH on a property that is an existing one-family or two-family dwelling that is the persons residence.

Table Mitigation methods for tree removal

<u>Tree Classification</u>	<u>Tree Diameter Removed (DBH)</u>	<u>Tree Planting: Aggregate DBHTC in inches of trees removed</u>	<u>Mitigation Fee per inch (DBHTC) of tree removed</u>

<u>Standard</u>	8.0" 11.7.9" or as defined herein	1:1	\$ <u>150</u>
<u>Legacy</u>	12.0" — 23.9" or as defined herein	1.5:1	\$100
<u>Heritage</u>	24 18.0" or greater or as defined herein	3:1	\$200

~~* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: TC = diameter (in) x 3.1415, where TC is total circumference (in).~~

(k) Tree Preservation Incentives. An individual may apply for, and subject to verification, shall receive incentives for tree preservation as follows:

- (1) **Parking Space Reduction.** Upon application and verification by the Ceity Aarborist, an individual shall be entitled to a reduction in the minimum parking requirements to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or mitigated on a site. The Ceity Aarborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or the director’s designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state in excess of the minimum tree preservation requirements. If used, the incentive provided by this subsection shall control over any other conflicting provision of this article.
- (2) **Sidewalks.** Where the development review committee determines that preservation of trees warrants the elimination, reduction in width, alternative routing, or modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.
- (3) **Tree Cluster(s).** In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
 - (A) Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
 - (B) Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.

- (4) Landscape Credits. Landscape credits may be awarded as provided in this ~~chapter~~article. Trees installed to meet the requirements of the landscape buffer Section 28.06.071 through Section 28.06.077 may be used to meet the requirements of the final tree canopy section.
- (5) Minimum Lot Size and Setbacks. The board of adjustment may approve a variance to the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
- (A) Compliance with the minimum lot size or setback requirement is needed to preserve a protected tree or heritage tree; and
- (B) If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
- (C) The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements; and
- (6) State Certification in Lieu of Compliance. The ~~city~~City arborist~~Arborist~~ shall assist those who wish to have a site certified under the Texas Parks and Wildlife, Texas Wildscape Program in lieu of meeting city requirements in this division as long as twenty (20) percent of existing trees on-site are preserved.

Sec. 28.06.081. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements of Section 28.06.079:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.
- (b) Trees that are dead, diseased, or posing an imminent threat or hazard to people or property ~~Hazardous, diseased, dead, or dying trees~~ as determined by a tree survey and a letter from a certified ~~Texas~~ Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.
- (f) Trees or areas of tree canopy located in the clear site line area and impeding required sight distance, as defined by the Dripping Springs Technical Criteria Manual (DSTC) Chapter 28, Exhibit C, as determined by the city engineer.
- (g) When undertaken in- and immediately adjacent to- the bounds of a public right-of way or dedicated public utility easement by an official government entity or their designee for public use, the installation of:
- (1) roadways, bridges, culverts, and associated traffic facilities; ~~and~~
- (2) sidewalks and similar off-highway trails and passageways; ~~and~~

- (3) streets and passageway lighting; ~~and~~
 - (4) surface and subsurface stormwater drainageways (where horizontal boring is not practicable); ~~and~~
 - (5) subsurface potable water and wastewater utility infrastructure (where horizontal boring is not practicable); and
 - (6) roadway widening/creating on-street parking.
- (h) Trees identified by a certified ~~a~~Arborist as dead, diseased, or posing an imminent threat or hazard to people or property~~distressed~~ shall not be included in tree preservation requirements evaluation.

Sec. 28.06.082. Irrigation requirements.

- (a) An irrigation plan is required as part of the site plan and will be prepared by a licensed irrigator (i.e., licensed landscape architect or engineer). The plan should include rain/freeze sensors on all controllers. The irrigation plan should provide drip irrigation in shrub beds and bubblers on all trees. Drip irrigation is encouraged on all residential and commercial live turf grasses.
- (b) Turf drought-tolerant grass plantings shall comply with the interior lot landscaping requirements in this article. St. Augustine is expressly prohibited.
- (c) Landscaped areas must be mulched as required by the interior lot landscaping requirements in this article.
- (d) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
- (e) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.
- (f) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
- (g) A subdivision or commercial project that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.
- (h) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.

Sec. 28.06.083. Drought conditions.

- (a) During extreme drought classifications for this region as determined by the National Drought Mitigation Center, the city administrator, or designee, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing the trees and other required landscaping into the city's drought tree fund in lieu of the installation of trees and other landscaping required by this ~~chapter~~article for the issuance of a certificate of occupancy

permit, or the city administrator may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The city shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of this code has been reviewed and accepted by the city administrator. Failure to maintain and adhere to an approved erosion control plan during periods of extreme drought classification shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.

- (b) Persons requesting that the city accept a fiscal deposit in lieu shall provide the city with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by this ~~chapter~~ article.
- (c) If no cost for the installation of trees and landscaping required by this ~~chapter~~ article is provided to the city, the city shall require 66 percent of the cost of the trees and landscaping to be paid as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the city pursuant to this section shall be held in escrow. The escrow may be drawn upon by the city to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released to the depositing property owner to implement tree and landscaping requirements within 30 days when the drought mitigation center determines that this region is no longer in an extreme drought condition or higher classification. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.
- (e) Whenever necessary to enforce any provision of this article or implement tree and landscaping requirements on the depositing property owner's property, city staff, or the city's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this article during an extreme drought classification for this region. If entry is refused, the city shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The city is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The city has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.084. Seasonal Installation Bond/Escrow

- (a) Landscaping for any project should be installed at an appropriate time of year, to maximize the survivability of the material being planted. If construction activities are completed, save for the installation of trees, shrubs, ornamental ground covers, perennials, and annuals, from March 15 thru September 15, the Planning Department, at the option of Owner, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing these materials in lieu of the installation of trees and other landscaping required for the issuance of a certificate of occupancy or certificate of completion, as appropriate; or, the Planning Department may accept an escrow equal to the cost of purchasing and installing the trees

and other required landscaping. The City shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of the Code has been reviewed and accepted by the City Administrator. Failure to maintain and adhere to an approved erosion control plan during the period March 15 – Sept. 15 shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.

- (b) Upon the request that the City accept a fiscal deposit in lieu, owner/applicant shall provide the City Administrator with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by the Code.
- (c) If no cost for the installation of trees and landscaping required by the Code is provided to the City, the City shall require a fiscal deposit equal to 66% of the cost of the trees and landscaping to be delivered to the City as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the City pursuant to this ~~chapter~~article shall be held in escrow. The escrow may be drawn upon by the City to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released by the City to the depositing property owner or his/her/its designee to implement tree and landscaping requirements within 30 days of drawing upon the escrow. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.
- (e) Whenever necessary to enforce any provision of this section or implement tree and landscaping requirements on the depositing property owner's property, City staff, or the City's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this section until such time the complete landscape package has been installed and accepted by the City. If entry is refused, the City shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The City is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The City has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.085. Oak Wilt Management

- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any entity or property owner wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the entity or property owner contracts with a licensed professional tree care or landscaping company. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to

- seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) It is an offense for a contractor or individual to prune any oak without sealing wounds with an acceptable wound dressing within 30 minutes of pruning.
 - (d) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
 - (e) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a ~~Texas Oak Wilt Qualified (TOWQ) ISA-certified~~ Certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
 - (f) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

*DIVISION 5. STANDARDS -- COMMERCIAL AND SUBDIVISION INTERIOR LOT
LANDSCAPING*

Sec. 28.06.090. Scope and Applicability

This article Divisions 3, 4, and 5 – Commercial and Residential Subdivision Tree Preservation and Interior Lot Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits). for which site development plan or construction plan approval by the city is required under the city's Code of Ordinances. This article applies to actions taken after the date of enactment.

Sec. 28.06.091. Turf Grass Areas

- (a) Turf grass areas of live grasses shall be planted in drought-tolerant species normally grown as permanent lawns in the City, including Zoysia, Bermuda, Buffalograss, Habiturf (combination of Buffalograss, Blue Grama, and Curly Mesquite) or other drought-tolerant turf grass varieties as approved by the City in consultation with Texas A&M Agrilife Extension or upon approved application to the Development Review Committee. Saint Augustine grass is expressly prohibited unless the applicant applies for an exception to the Development Review Committee with evidence that such grass is drought-tolerant.
- (b) In residential home subdivisions, drought-tolerant turf grass areas shall be limited to a maximum of 50% of the total provided landscaped area, except that up to 75% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
- (c) In all other developments, drought-tolerant turf grass areas shall be limited to a maximum of 25% of the total provided landscaped area, except that up to 50% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation.

Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.

(d) Drought-tolerant turf grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in swales, other areas subject to erosion, or as required in a Water Quality Protection Zone Plan.

(e) Installation of sod dependent upon restrictions set by water utilities and drought stage restrictions. Section 28.06.084 should be followed in drought conditions for delay of installation of landscaping and trees as appropriate.

~~(e)(f)~~ Artificial turf is not considered turf for these percentages and may be used as part of the landscaped area that is not drought-tolerant live grass turf.

Sec. 28.06.092. Soils

New landscaped areas shall be prepared so as to achieve a soil depth of at least 6 inches for turf. A soil depth of 12 to 18 inches should be used for perennials and shrubs, and 18-24 inches for trees. The six-inch soil depth shall consist of at least 25% compost blended with soil.

Sec. 28.06.093. Xeriscape materials

Developers and homebuilders are encouraged to plant native, adapted, and non-invasive xeriscape plants and trees in addition to using other materials such as mulch and compost to promote use of water-wise landscaping. Landscaping using xeriscaping materials or artificial turf is considered non-turf and does not count against the maximum percentage of turf for lots.



Rick Broun General Manager

Board of Directors:

William Jackson, President

Travis Crow, Vice President

Rex Miller, Secretary/Treasurer

Mark Key, Director

Charlie Busbey, Director

Ms. Laura Mueller and City Council Members
511 Mercer Street
Dripping Springs, Texas 78620

November 30, 2023

RE: Landscape Ordinances

Dear Ms. Mueller and City Council Members:

Dripping Springs Water Supply Corporation ("DSWSC") appreciates the City Council and staff's efforts to collaborate with us on the recently proposed amendments to the City's landscape ordinance. DSWSC supports the proposed amendments.

As you are aware, our region experiences varying periods of flood and drought. Current extreme drought conditions bring water conservation to the forefront of conversations in Dripping Springs and across central Texas. Conservation is best achieved when governing authorities work in concert with affected parties. All this to say, we appreciate the City Council and staff's desire to collaborate with DSWSC to preserve nature's most precious resource, water.

Thank you for the opportunity to express our support for the proposed amendments to the landscape ordinance.

Respectfully,

Rick Broun

Rick Broun

DSWSC

www.drippingspringswater.com

512-858-7897

- [Skip to primary navigation](#)
- [Skip to main content](#)

You are here: [Home](#) / [Area Resources](#) / [Talking Points](#) / Ashe Juniper

[Alamo Area Chapter](#)

Ashe Juniper



Much of the text and information for this piece was taken by Alamo Area Master Naturalist Stan Drezek from the essay *Mountain Cedar: Friend or Foe?* by former City of San Antonio Park Educator Peggy Spring and Jan Wrede's *Texans Love Their Land*, 1997.

- [Update Contact Information](#)
- [Check Request Form](#)
- [SAFAR Volunteer Release Form](#)
- [Order Name Badge](#)
- [AAMN Land's End Store](#)
- [Advanced Training Videos](#)
- [Chapter Business](#)
 - [Activity Approval](#)
 - [Chapter Operating Documents](#)



[Texas Master Naturalist™ Movement](#)

[Educators](#)

[Family Nature Guides](#)

[Training](#)

Ashe Juniper – Elm Creek Neighborhood Greenbelt
Photo by: Stan Drezek

The Ashe Juniper (*Juniperus ashei*) is the dominant native tree species of the Texas Hill Country. One of six *Juniperus* species from the Cypress family (*Cupressaceae*) in Texas, but the only one in the Texas Hill Country, Ashe Juniper has existed here for tens of thousands of years. Bill Ward cited in a Native Plant Society of Texas publication of July 10, 2010 the work of Robert Adams of Baylor University concluding “*J. ashei*” grew mixed with deciduous trees in Central Texas during the late Pleistocene (about 125,000 to 13,000 years ago).” We may not know the exact distribution of Ashe Juniper preceding European settlement of the Hill Country, but early observers reported dense, closed-canopy “cedar brakes” particularly on canyon slopes. Ferdinand Lindheimer in 1845 reported cedar forming wide forested strips along the Comal River. Ashe Juniper does well in our alkaline soils and tolerates our climate. Furthermore, it is an efficient water user given its tiny leaves and their waxy coating which limit water loss through transpiration. Its recent relative dominance can be explained by human control of grassland fires (fire effectively kills Ashe Juniper which will not re-sprout) and overgrazing of native grasses, thereby reducing fuel for fires.

OVERGRAZING & FIRE SUPPRESSION = ASHE JUNIPER DOMINANCE

The result is woody encroachment of mostly naturally occurring savanna, especially by Ashe Juniper. **Have you seen its dominance in the areas along the Oak Loop Trail in Phil Hardberger Park (West) or our other Natural Areas?** Another particularly beautiful example of this dominance can be found along Friedrich Wilderness Park’s Juniper Barrens Trail. As Cox and Leslie state in *Texas Trees, a Friendly Guide*, “It has an invasive nature and can form impenetrable thickets inhibiting the growth of grasses and other herbaceous plants ...”. **Have you noticed under thick canopies of Ashe Juniper how hardly any species survive in the shade?**

CHARACTERISTICS



Ashe Juniper leaf and bark – Phil Hardberger Park Photo By: Gary Rogers

The tree is easily recognized by its irregular shape, fluted, twisted trunk, and dark green foliage. It rarely grows beyond thirty feet. Its bark is gray or reddish-brown often with white patches. These are the fungus, *Robergea albicedrae*, found only on *Juniperus ashei*. Another identifying characteristic of the bark, especially on mature trees, is its shredding into long narrow strips. **Have you noticed some of this “old growth” Ashe Juniper along our Natural Area trails?** Its bluish-green “leaves” flattened into many little branches at the end of twigs are comprised of overlapping 1/8” scale-like leaves. Each scale-like leaf has a hemispheric bump, a resin gland, which gives the tree its characteristic aroma. Those resins make the wood of the Ashe Juniper especially resistant to decay and insects.

There are separate male and female trees. From December to February the male trees turn golden brown with copious quantities of pollen, causing many locals to suffer from “cedar fever.” In the fall, the female trees produce the familiar, blue juniper “berries”, which are actually miniature cones. **Have you seen female Ashe Junipers, whose “fruits” are eaten by many species of wildlife?**

REMOVE IT VS. LEAVE IT!

There is a debate, informed by ongoing studies, as to whether Ashe Juniper’s positive contribution to soil stabilization and soil production, as well as providing shelter for wildlife and a cafeteria for birds, outweighs

role in preventing rainwater from reaching the ground. David Bamberger (see the April 25, 2010 Bamberger Ranch Journal) certainly makes the case for selective removal of Ashe Juniper.

Item # 16.

Bamberger found that it was not the trees' use of water, but rather, its tendency to form dense thickets. The trees actually prevent rainwater from reaching the ground and, thus, percolating back into the groundwater supply. He reports that about 54% of the water from a rain event reaches the soil under a canopy of Live Oaks but only about 20% under Ashe Juniper. In contrast grasslands allow more than 80% of the rain to infiltrate the soil.

Owens & Lyons in "Evaporation and interception water loss from juniper communities on the Edwards Aquifer Recharge Area" while finding much higher percentages for Ashe Juniper noted the significant loss due to evaporation from the canopy of Ashe Juniper in the low intensity rains that characterize the Hill Country.

Bradford Wilcox's 2010 paper in Geophysical Research Letters found evidence from 1890 to 1960 that "overgrazing and resultant soil degradation, *not encroachment by woody plants*, were the main culprits behind reductions in stream flows and recharging of groundwater..." It is probably safe to conclude that dense thickets of junipers and the removal of grasses and plants due to overgrazing and the resulting water runoff are both serious contributors to the lowering of the water table.

“OLD GROWTH” JUNIPERS & GOLDEN-CHEEKED WARBLERS

There is no debate, however, as to the importance of the Ashe Juniper to the endangered Golden-cheeked Warbler (*Setophaga chrysoparia*). In March these birds return to Texas by flying over 1100 miles from wintering grounds in Guatemala and other Central American countries. It is the only bird species whose breeding grounds are confined to Texas, most notably the Texas Hill Country. All Golden-cheeked Warblers mate, reproduce and raise their babies in Texas. They weave their nests from the long, shaggy strips of "old growth" juniper and spider webs. They feed themselves and their young on the insects and arthropods living on Ashe Juniper, Red Oaks, Live Oaks, and Cedar Elms. Despite the lack of steep-sided canyons and its small area in the middle of an urban expanse, City of San Antonio Park Naturalist Wendy Leonard observed and followed a Golden-cheeked Warbler in Phil Hardberger Park (East) on March 11, 2012. **Do you realize that if we had no "old growth" juniper, the Golden-cheeked Warbler would cease to exist?**

ADDITIONAL POSITIVE CONTRIBUTIONS OF ASHE JUNIPER

Besides playing a vital role in the life cycle of the Golden-cheeked Warbler, Ashe Juniper also:

1. Creates abundant litter facilitating soil formation
2. Helps stabilize the soil particularly on steep hillsides
3. Its dense cover makes a good home for wildlife
4. Provides "berries" to birds such as the Scrub Jay and mammals as well as forage for goats, sheep, and deer
5. Is a host plant for the Olive Hairstreak butterfly
6. Source of wood resistant to decay especially for posts
7. Excellent natural windbreak and sound barrier

Like so many native species, Ashe Juniper, is a tremendous resource to our ecosystem. Because of the impact of land development in reducing "old growth" juniper in particular, governmental agencies are working on Habitat Conservation Plans to protect this precious resource. Here for tens of thousands of years and here today, this tree contributes so much to the beauty and ecology of our beloved Texas Hill County.



Ashe Juniper Berries (Female Tree) – Phil Hardberger Park Photo By: Gary Rogers



Ashe Juniper Pollen – Photo by: Stan Drezek

For more information for children see, [We Love Leaves](#), [Tree Houses](#) and [Ashe Juniper](#).

Table Of Contents

Texas Master Naturalist Alamo Chapter

PO Box 380801
San Antonio, TX 78268

© 2024 Texas A&M University. All rights reserved.

- [Compact with Texans](#)
- [Privacy and Security](#)
- [Accessibility Policy](#)
- [State Link Policy](#)
- [Statewide Search](#)

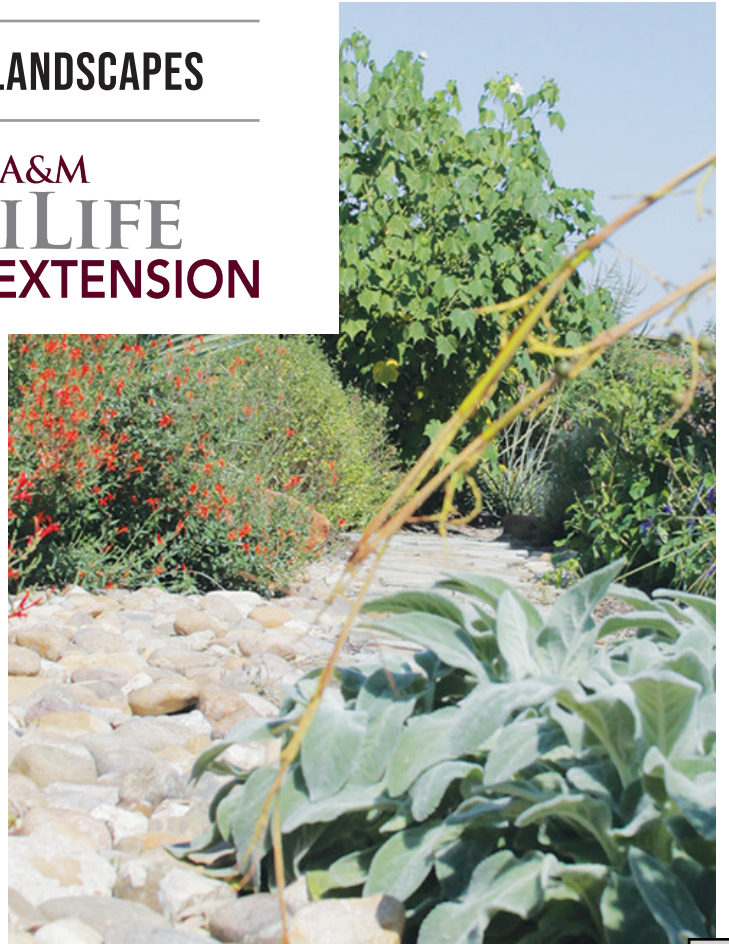
- [Veterans Benefits](#)
- [Military Families](#)
- [Risk, Fraud & Misconduct Hotline](#)
- [Texas Homeland Security](#)
- [Texas Veterans Portal](#)
- [Equal Opportunity](#)
- [Open Records/Public Information](#)



NATIVE AND ADAPTED PLANTS

FOR TEXAS LANDSCAPES

TEXAS A&M
AGRILIFE
RESEARCH | EXTENSION



Native and Adapted Plants for Texas Landscapes

Native and adapted plants are the ideal choice for an aesthetically pleasing water efficient landscape. Whether you are interested in a well-manicured look, or a more naturalistic landscape design, there are a number of plants with various structures, textures, and colors to meet your needs and help you save precious time and money.



Benefits of Native & Adapted Plants

Native and better-adapted plants in home and business landscapes serve as environmentally sustainable assets that are usually labor efficient compared with resource intensive varieties. Some of the characteristics leading more Texans to incorporate native and adapted varieties include:

- Drought tolerance
- Heat tolerance
- Water efficiency
- Typically low fertilizer requirements
- Typically low pesticide requirements

What do you mean by Native and Adapted?

Native plants are hardy, having evolved in our (sometimes) harsh and unpredictable climate. They thrive on the soils that occur here and on the specific nutrients those soils provide. Native plants also tend to be more resistant to pest pressures of native insects and diseases common to North Texas. A plant might be native to:

- Texas
- Your Region
- Your County
- Your City

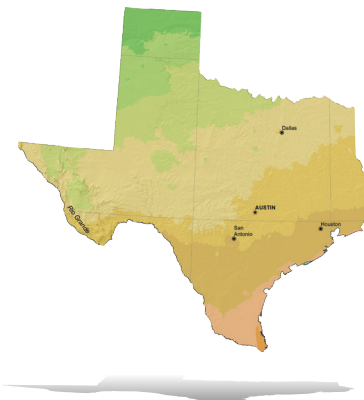
Adapted plants are also hardy but have been introduced to Texas landscapes through the horticulture industry. Most often, they originate from areas with similar soil types, climates and /or hardiness zones.

Top 100 List

Flip to the back of your booklet for a list of our 100 favorite native and adapted plants for North Texas and beyond!

Texas Plant Hardiness Zones

Adapted from USDA national plant hardiness zone map



Temp (F)	Zone	Temp (C)
-5 to 0	6b	-20.6 to -17.8
0 to 5	7a	-17.8 to -15
5 to 10	7b	-15 to -12.2
10 to 15	8a	-12.2 to -9.4
15 to 20	8b	-9.4 to -6.7
20 to 25	9a	-6.7 to -3.9
25 to 30	9b	-3.9 to -1.1
30 to 35	10a	-1.1 to 1.7

Average Annual Extreme Minimum Temperature 1976-2005

Example: North Texas Zone 8a (Visit NOAA.gov for weather data in your area)

Avg. Low Temp. 10-15 °F
Record Low -8°F 1980
Record High 113°F 1980
Avg. First Freeze Nov. 22
Avg. Last Freeze March 13
Avg. Yearly Rainfall 40.55"
 (Can range from 20"-50")

Common Soils Poor draining clays & clay loams, mostly alkaline, pH 7.5 to 7.8

Sandy loams and sandy soils can also be present.

Remember, even though a plant is native to Texas, it is important to make sure it is well adapted to our area. i.e. A plant Native to Corpus Christi may not feel so at home in Dallas.

There are also many plants available that have native parents, but have been bred for improved ornamental characteristics.

Before you Plant: Soil Preparation, Amendments



A number of amendments can be added to your soil to ensure the richest growing environment for your plants. Soil amendments can improve a number of planting bed characteristics like drainage, soil fertility and pH level. Two of the most common and helpful amendments for improving Texas soils are compost and expanded shale.

Compost is a nutrient rich soil conditioner consisting of broken down organic material. Incorporate or top-dress ½" to 2" of compost into the soil to improve drainage while maintaining your soil's water-holding capacity. Compost:

- Improves soil texture
- Contains macro and micronutrients
- Neutralizes pH
- Increases water holding capacity
- Reduces water evaporation

Expanded Shale is a porous, lightweight aggregate with the ability to improve drainage in clay soils and hold moisture at the same time. Expanded shale is most effective when incorporated into the soil when establishing a new planting bed. Add up to 3" then till or mix in thoroughly to a depth of 6" with a shovel or spade.

Don't Guess, Soil Test!

One of the best methods for evaluating your soil is to collect and mail a soil sample to the Texas A&M Soil Testing Laboratory. Step-by-step instructions for submitting your sample are available at <http://soiltesting.tamu.edu>. For as little as \$12 per sample, you will receive a detailed analysis of your soil and recommendations on how you can improve soil fertility.

soiltesting.tamu.edu

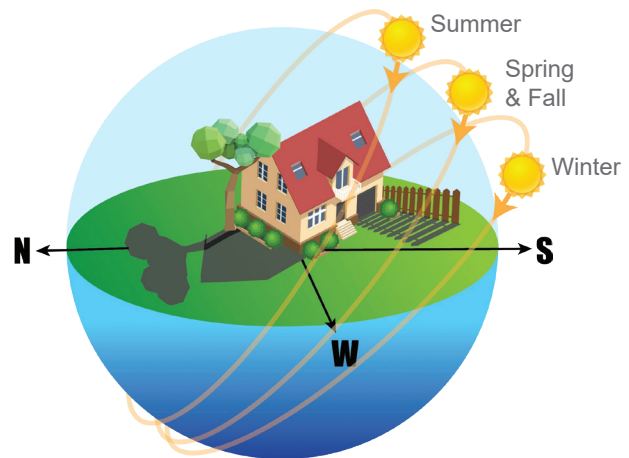
Soiltesting.tamu.edu is your one-stop shop for everything you need to get your soil sample submitted to Texas A&M AgriLife scientists for testing.

Planting

Spacing and Placement: "Right Plant, Right place"

A healthy native or adapted plant is a valuable asset, but to ensure the best success, it needs to be planted properly and in the right place, depending on its specific requirements. Read your plant's tag and pay close attention to its hardiness zone, light requirements, size and spacing. Pay special attention to sunlight obstructions such as trees, buildings, fences and other plants in your landscape, and consider how shade conditions change with the sun's position at different times of the year.

The sun's position in the sky at noon during in each season



Full Sun: Direct sunlight on plant all day

Part Sun: Filtered light, 2-3hrs without direct sun

Part Shade: Dappled light, 4-5hrs without direct sun

No turf below part shade

Full Shade: No direct sunlight on plant all day but may be bright due to reflective light

Dense Shade: Deep shade, no direct sunlight all day and may appear dark with minimal to no reflective light

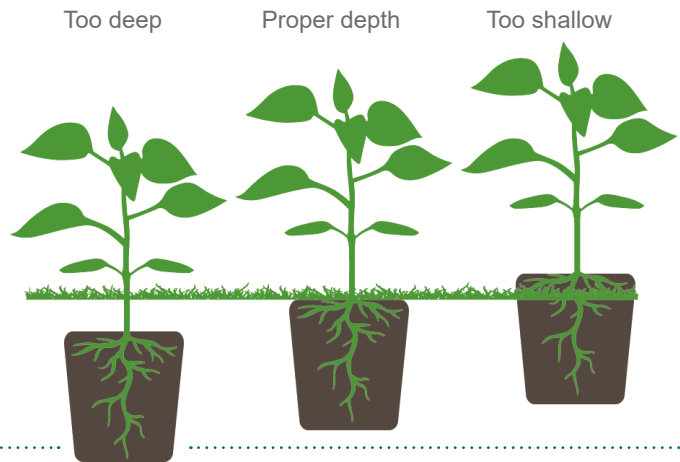
Proper Planting

Whether you're planting a native or adapted tree, shrub, or herbaceous perennial, it is key to make the transition from the nursery to your landscape as easy as possible and to employ the best planting practices to ensure a long, healthy life for your plant.

Planting Width should be 2 to 3 times as wide as root mass.

Planting Depth should be no deeper than root mass.

Don't break or unnecessarily disturb the root ball! Carefully unwrap or cut circling or girdling roots if needed.



Planting a Tree

Avoid planting your tree in the hottest summer months. For best results, plant when the tree is dormant.

Be sure to remove any twine, tape or tags from your tree.

The top of the tree's root mass should be at or slightly above the existing grade (dotted line.)

Only stake your tree for stabilization in windy or high traffic areas. Secure with wide, flexible material. Remove after 1 year.

Mulch between 2" and 4" deep but be sure to leave a 1" to 2" clearance between the tree trunk and your mulch.

The root flare at the base of your tree should be visible once planted.

Backfill with native soil from the new hole.

Your hole should be 2-3 times the width of your root ball.

Carefully remove containers, wrappings, wires and ties from root mass before planting. Unwrap any circling roots.

Make sure your root mass is sitting on firm, undisturbed soil at the bottom of your hole.

Mulching



Applying mulch around your planted areas is crucial to a successful garden. A number of natural materials work well as mulch. Hardwood, cedar, cypress and pine straw mulches are all strong options. Water University recommends between 2" and 4" of mulch for most applications. Be sure to taper off near plant bases to avoid fungal problems and other pest issues.

The benefits of mulching are many; they include:

- Increased water absorbing capacity
- Increased water holding capacity
- Reduced water evaporation
- Reduced erosion
- Weed control
- Soil temperature moderation
- Increased soil nutrition as mulch breaks down

Maintenance

Proper maintenance is one of the most important components of a beautiful and healthy, water efficient landscape. A good design is the first step along your road to success.

It is important to design your landscape in a way that does not exceed your maintenance capabilities. A well designed landscape filled with native and adapted plants, trees, shrubs and turfgrasses will provide you with lots of enjoyment and will require minimal need for upkeep labor throughout the year.

WaterUniversity.TAMU.edu



Visit our searchable “Plants of North Texas” database for information on the care and characteristics of more than 200 plants adapted to North Texas and beyond, including Texas A&M AgriLife Water University’s top 100 list, found on the back cover of this booklet.

Visit *ULandscapeIT* for *FREE* designs

Landscape Rule of Thirds



When designing your landscape, utilize the “rule of thirds” by planting 1/3 drought tolerant turfgrass, 1/3 native and adapted planting beds and 1/3 pervious hardscape. This will give your landscape more visual appeal, usable space and a reduction in water use requirements.



Irrigation



Drip, multi-stream rotor sprinkler and soaker hoses help save water, money and, if maintained properly, can be an incredible asset. Adjust controllers as needed to avoid over watering and monitor your system regularly to check for leaks.

Mowing



Remove no more than 1/3 of the length of your lawn (leaf blade) each time you mow. This will help keep your turfgrass healthy. Remember, a big lawn translates to more mowing, so follow the landscaping rule of thirds. Always use your clippings as mulch. **Don't bag it! Mulch it!**

Mulching



Maintain 2" - 4" of mulch by adding new mulch annually as needed. This will help you save water and control weeds in your native and adapted planting bed. Keep in mind the array of other benefits your mulch will bring as it breaks down and enriches the existing soil.

Pruning



Remove dead material from your plants as needed. This will make way for lush new growth and also help you to maintain the shape of your trees and shrubs for aesthetic appeal.

Water University's 2019 Top 100 Deck Plants for North Texas and Beyond

Native and Adapted Plant Characteristics

Native and Adapted Plants are

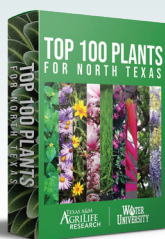
- Drought tolerant
- Heat tolerant

And they typically require

- Less water
- Less fertilizer
- Fewer pesticides

Order your own deck of our Top 100 Plants for North Texas right here:

<http://tinyurl.com/orderplantdeck>



Shade Trees

Shantung Maple
Eldarica Pine
Red Oak
Bur Oak
Chinquapin Oak
Live Oak
Cedar Elm
Lacebark Elm
Arizona Cypress

Ornamental Trees

'Rising Sun' Redbud
Desert Willow
Smoketree
Possumhaw Holly
Yaupon Holly
Wichita Blue Juniper
Deciduous Magnolia
Wax Myrtle
Cherry Laurel
Texas Mountain Laurel
Vitex
'Bloodgood' Japanese Maple
Pomegranate
Common Fig
'Ruby Falls' Weeping Redbud
'Skyrocket' Juniper
'Little Gem' Magnolia

Turfgrass

Bermuda
St. Augustine
Zoysia
Buffalo

Palms

Dwarf Palmetto
Windmill Palm

Yuccas/Cacti

Soft Leaf Yucca
Red Yucca
Color Guard Yucca

Perennials

Flame Acanthus
'Texas Gold' Columbine
Damianita
Coreopsis
Cone Flower
Gregg's Mistflower
Gaura
Texas Star Hibiscus
'Dallas Red' Lantana
Texas Lantana
New Gold Lantana
Turk's Cap
Blackfoot Daisy
Rock Rose
Jerusalem Sage
Garden Phlox
Rudbeckia
'Henry Duelberg' Sage
Black and Blue Salvia Lyre
Leaf Sage
'Hot Lips' Salvia
Skullcap
Lamb's Ear
Fall Aster
Society Garlic
Zexmenia
'Stella De Oro' Daylily

Groundcovers

Horse Herb
Snake Herb
Purple Wintercreeper
Frog Fruit
Gray Santolina

Ferns

Holly Fern
Southern Wood Fern

Vines

Cross Vine
Coral Honeysuckle

Ornamental Grasses

Berkeley Sedge
Inland Sea Oats
Maiden Grass
Zebra Grass
Gulf Muhly
'White Cloud' Muhly
Mexican Feather Grass
Little Bluestem
Indiangrass
'Blonde Ambition' Blue Grama

Shrubs

'Kaleidoscope' Abelia
'Rose Creek' Abelia
Butterfly Bush
American Beauty Berry
Japanese Aralia
Althea/Rose of Sharon
Oakleaf Hydrangea
St. John's Wort
Dwarf Yaupon Holly
Andorra Juniper
Texas Sage
Dwarf Wax Myrtle
Rosemary
Autumn sage
Bridal Wreath Spirea
Anthony Waterer Spirea
Limemound Spirea
Bush Germander
Eastern Snowball Viburnum
'Purple Diamond' Fringe Flower
'Tutti Frutti Pink' Butterfly Bush

TEXAS A&M
AGRI LIFE
RESEARCH | EXTENSION

17360 Coit Rd., Dallas, TX 75252

By Daniel Cunningham, Patrick Dickinson,
Dotty Woodson and Clint Wolfe

Illustrations and design by Gabe Saldana

Subject matter currently under review



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

Submitted By: Shane Pevehouse, Building Official

Council Meeting Date: March 5, 2024

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

Agenda Item Sponsor: Mayor Foulds

Summary/Background: Trailhead Market signage is being updated and the applicant is requesting several variances through a Master Sign Plan.

The total sign count for the Master Sign Plan is 12 signs with variances for the following: (2) over height pole sign and (10) roof signs.

The two pole signs are unofficially considered historic Dripping Springs landmarks dating back to the mid-1980's. As such, the applicant is requesting a variance to allow the pole signs to remain as is, but updated to include stone bases. Due to the building design, roof signs are the most viable option for displaying signs. As an additional mitigation strategy, the applicant has agreed to remove the Railroad BBQ pole sign and replace it with a wall sign.

Commission Recommendations:

Recommended Council Actions: Recommend Approval

Attachments: PowerPoint presentation

Next Steps/Schedule: Send to City Secretary for execution

Trailhead Market

Master Sign Plan Proposal
City Council Meeting 3.05.24

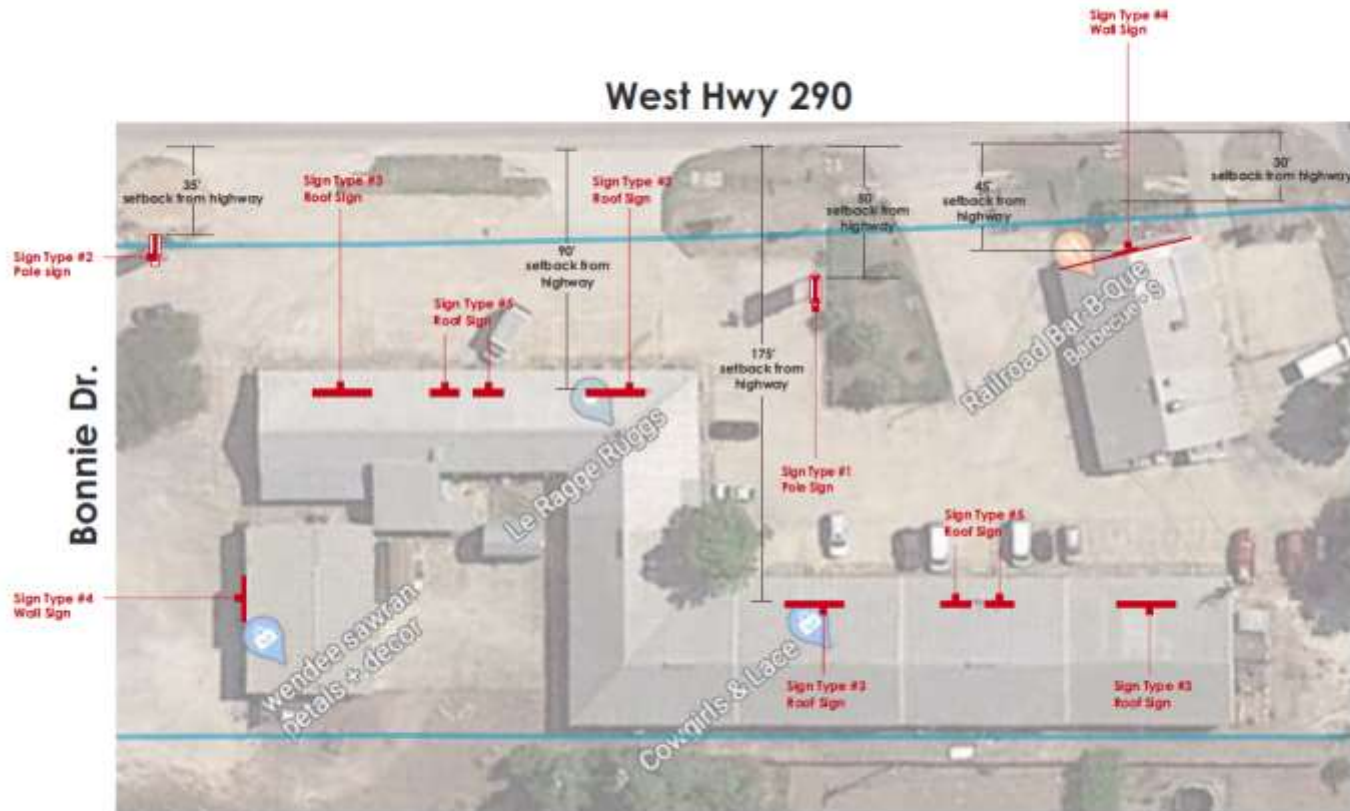
Presented by:



Trailhead Market circa March 2019



View from US Hwy 290W, existing signs



Master Key Plan

- Sign Type/#
- Utility Easement

Trailhead Market Existing Signs & Proposed Refaces

Item # 17.

Trailhead Market | Sign Type #1 - Pole Sign Render

EXISTING Non-Conforming Pole Sign



Current Sign

Current Sign Dimensions
Silhouette: 114" x 32"
Sign: 114" x 114" (114" x 114")
Sign: 114" x 114" (114" x 114")

New Sign - Day



Proposed Sign - Daytime

New Sign - Night



Proposed Sign - Nighttime View

Note: Masonry planter added at base of refaced pole sign; dark skies compliant lighting

Trailhead Market | Sign Type #2 - Pole Sign Render

Item # 17.

EXISTING
Non-Conforming
Pole Sign



New Sign - Day



New Sign - Night

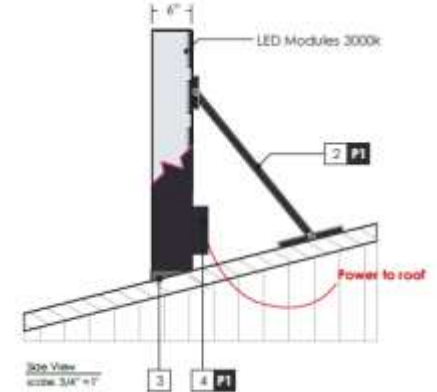


Note: Masonry planter added at base of refaced pole sign; dark skies compliant lighting

Trailhead Market | Sign Type #3 - Large Roof Sign

*There shall be only one sign per tenant space

Item # 17.



Current Signage



New Signage - Day



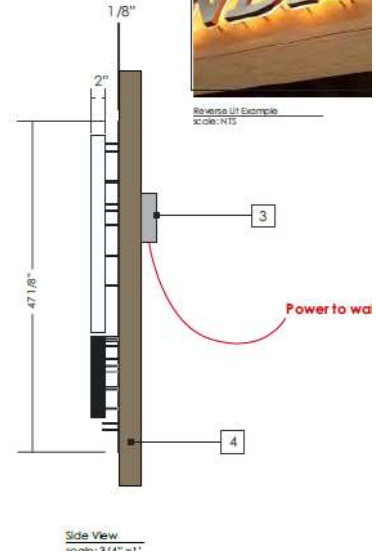
Lighting compliant with Dark Skies Ordinance

Trailhead Market | Sign Type #4A - Wall Sign - RR BBQ

Lighting compliant with Dark Skies Ordinance

- 1 Aluminum contour cut backer, painted P2.
- 2 Reverse lit tenant sign mounted to aluminum contour cut backer. Letters painted P1
- 3 3000K LED lighting with electrical box mounted behind parapet
- 4 Existing wood building structure

Paint	
P1	MP BLACK - MATTE FINISH
P2	MP 10224 - DISTRESSED SATIN FINISH
P3	MP WHITE - MATTE FINISH



EXISTING Non-Conforming Pole sign



New Wall Sign - Day



New Wall Sign - Night



Lighting compliant with Dark Skies Ordinance

Current Sign (non-existing)



Current Sign
scale: NTS

New Wall Sign - Day



Proposed Sign Render
scale: NTS

New Wall Sign - Night



Proposed Sign Render Night View
scale: NTS

Trailhead Market | Sign Type #5 - Small Roof Sign Render

Item # 17.

Current Signage



New Signage - Day



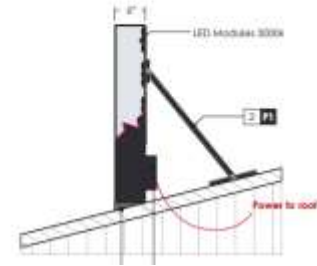
New Signage - Night



Trailhead Market | Sign Type #5 - Small Roof Sign

**There shall be only one sign per tenant space*

Lighting compliant with Dark Skies Ordinance

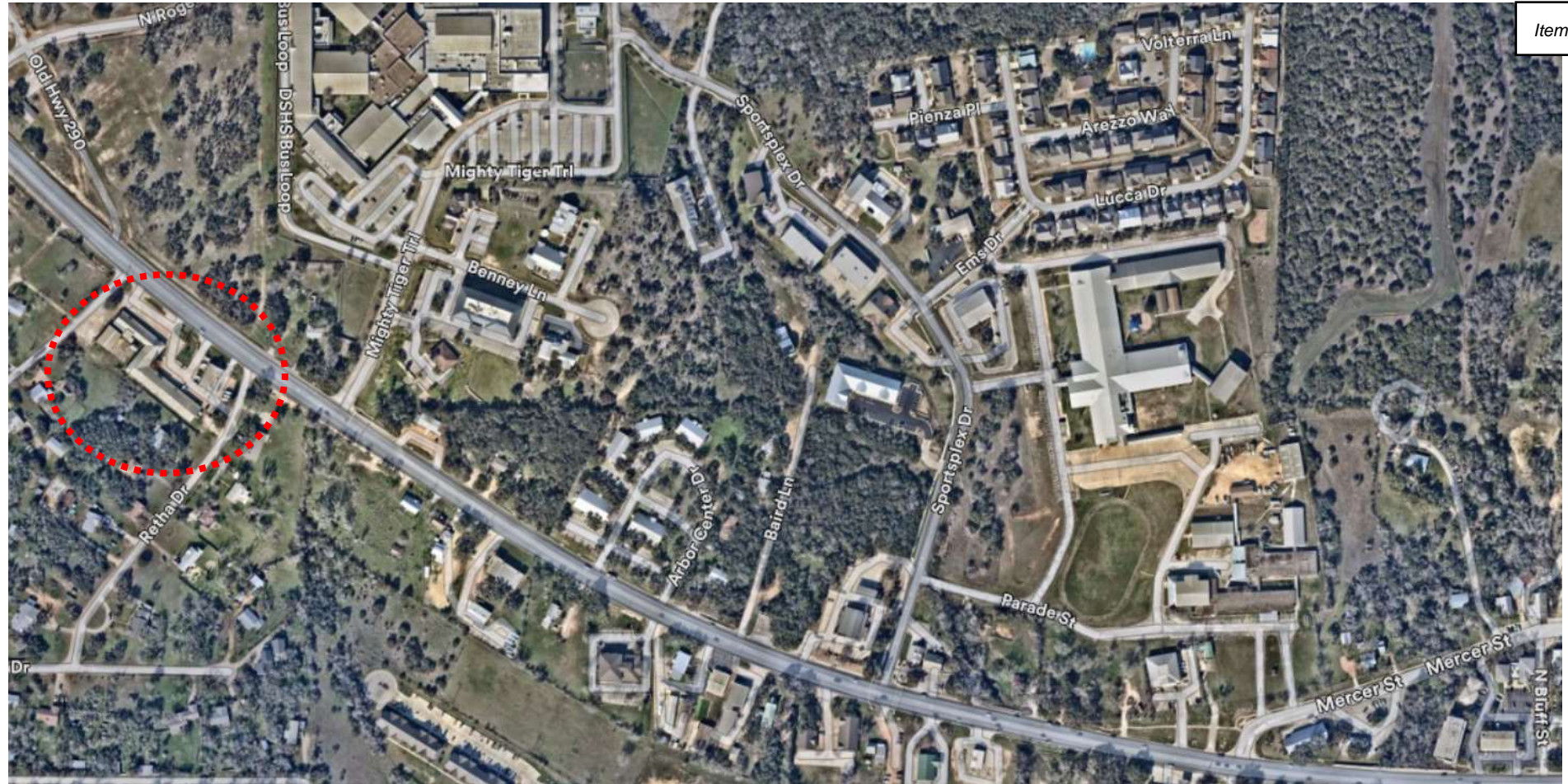




DRIPPING SPRINGS
Texas

Trailhead Market Master Sign Plan

Trailhead Market Master Sign Plan



Site Details

<p>Zoning: Commercial</p>	<p>Currently operating as a shopping center</p>	<p>Located along Highway 290 and mostly surrounded by residential.</p>
---------------------------	---	--

Trailhead Market Master Sign Plan



Overview

Item # 17.

Trailhead Market is planning to update all property signage through a proposed Master Sign Plan.

The project includes 2 vested pole signs and 10 roof signs.

The Master Sign Plan includes variances for the following:

26.02.004 Prohibited Signs – (18) Roof signs (requesting to keep/update their roof signs)

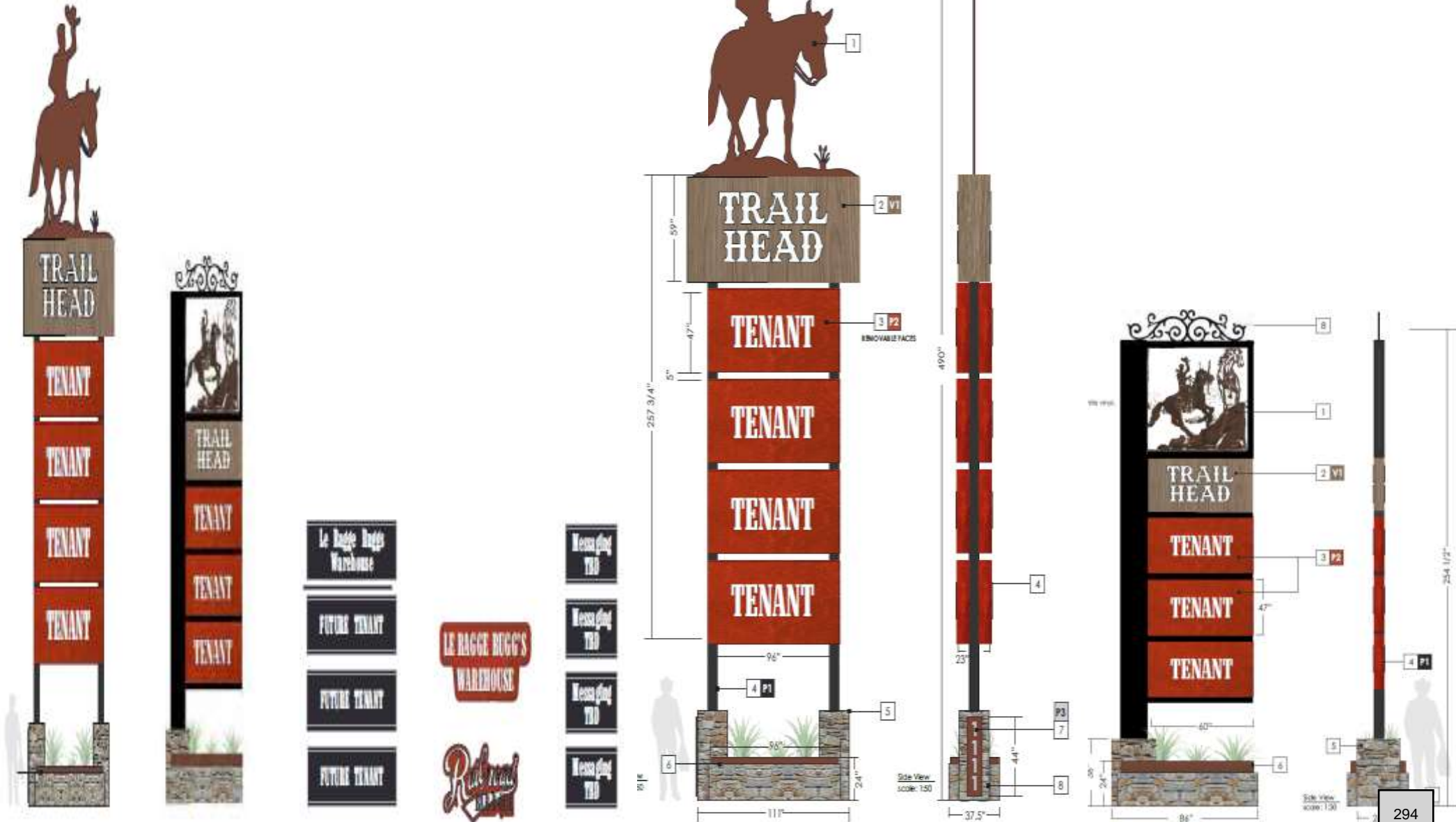
26.03.001 Permit required – (12) ...the responsible party shall modify or remove any of its own nonconforming signs and sign structures...

26.04.007. - Altered, relocated, or replaced signs. Any sign which is altered, relocated, or replaced must be brought immediately into compliance with all provisions of this article.

Proposed sign changes

Item # 17.

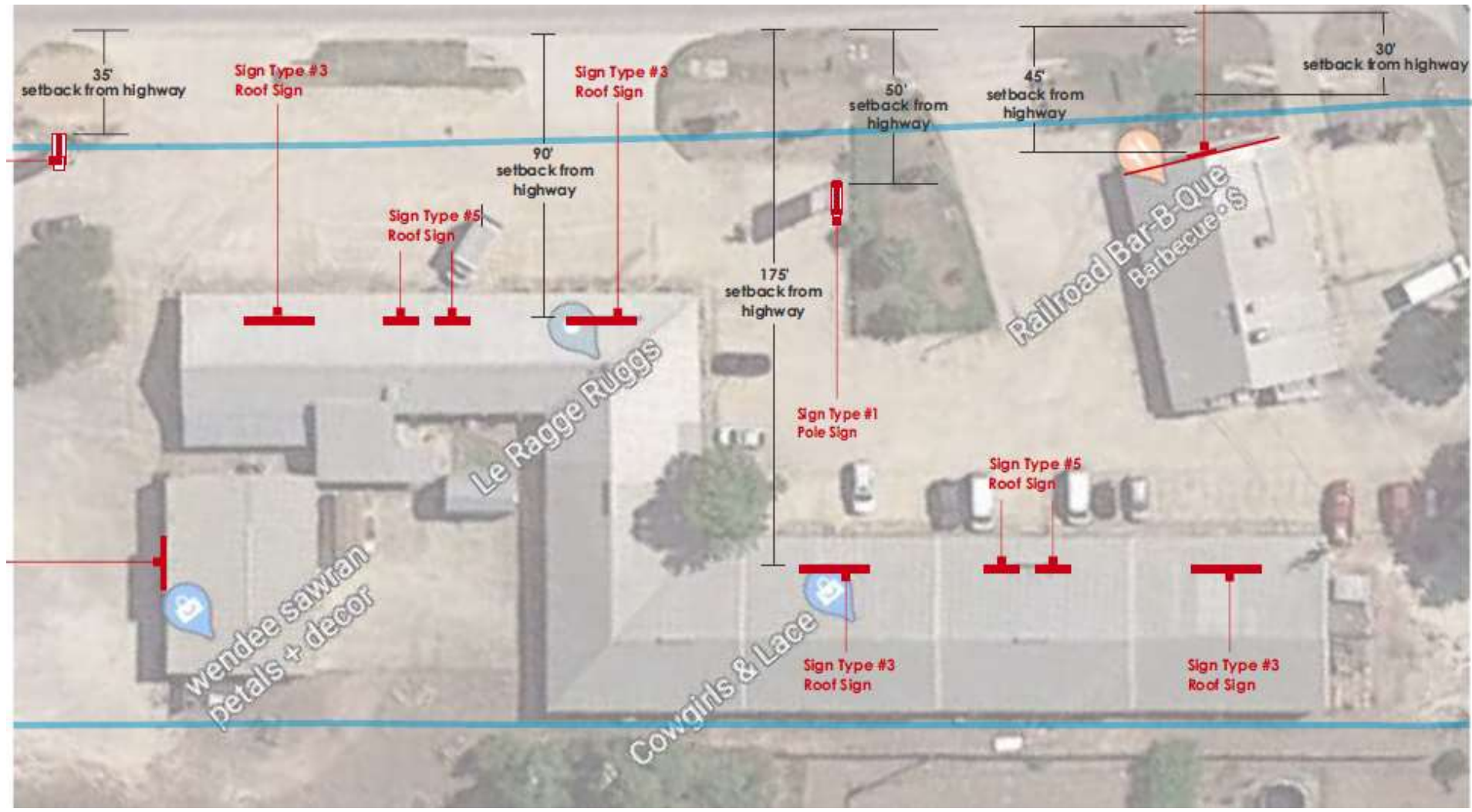
Trailhead Market Master Sign Plan



Proposed Site Plan

Item # 17.

Trailhead Market Master Sign Plan



Additional code considerations

Sec. 26.03.001. - Permit required.

(12) Before any permit may be issued for a new sign under this chapter, the responsible party shall modify or remove any of its own nonconforming signs and sign structures displayed or erected on the same property for which the permit is being sought, so that all the signs and sign structures they are responsible for on the property conform to the provisions of this chapter. This provision does not apply to real estate signs, banners, temporary signs, or daily display signs. This provision does not apply to nonconforming signs with a variance.

Variance Criteria

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

Variance Criteria

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

Staff Recommendation

Staff recommends approval of the Master Sign Plan

Trailhead Market Master Sign Plan





407 RADAM LANE | AUSTIN, TX 78745
(512) 326-9333 | www.ionart.com

22 February 2024

City Council Members
City of Dripping Springs
511 Mercer Street
Dripping Springs, TX 78620

Re: Master Sign Plan for Trailhead Market
Ordinance 2024 -
Hardships

Honorable City Council Members:

In addition to the unique and special hardship identified in the Master Sign Plan for Trailhead Market, Ordinance 2024 - (inherent value in the structures of the existing pole signs), please also note these additional hardships:

1. Topography of the property: The existing buildings and easements present almost insurmountable obstacles to building new monuments that would have good visibility on US Hwy 290W. To mitigate the use of the existing pole signs, the property owner is cladding the base of the existing pole sign with masonry planters.
2. Reduction in parking: If the property owner cannot use the existing pole signs, building new monument signs would significantly reduce the number of available parking spaces in a parking lot that is smaller than those seen in newer retail developments along US Hwy 290W. Parking spaces are vital to the tenants the Scott family hopes to attract with the new sign plan.

The existing pole signs have been in place since the mid-1980s. The cowboy elements were added in 1991. The main pole sign, Sign 1, has been a visual landmark for decades for anyone traveling in and around Dripping Springs. The updated signage pays homage to the spirit of the farmers and ranchers who settled the area with a nod to vintage signage that can be seen along the iconic Route 66.

We appreciate your time and consideration.

Respectfully,

Carrie Wood
Project Manager

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-__

MASTER SIGN PLAN *for* TRAILHEAD MARKET

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

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

WHEREAS, pursuant to Chapter 212.172 of this ordinance shall be considered an amendment to the Agreement and either party may record this ordinance to meet the requirements of Chapter 212.172; and

WHEREAS, pursuant to the Agreement, the owners of the Property have asked for a series of approvals for signage as part of the updating and renovation of the property; and

WHEREAS, the City Council finds there are special and unique hardships present on the site due to the inherent value in the structure of the existing pole signs facing U.S. Highway 290; and

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

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

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

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

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

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

WHEREAS, pursuant to Chapter 216 of the Texas Local Government Code, the City has the specific authority to regulate signs; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance approving the Master Sign Plan for the Trailhead Market.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

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

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

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

Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

City of Dripping Springs

CODE OF ORDINANCES
CHAPTER 26: SIGNSAPPENDIX "_____":
MASTER SIGN PLAN FOR TRAILHEAD MARKETSECTION 1. ENACTMENT PROVISIONS**1.1 Popular Name**

This Appendix to Chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for Trailhead Market."

1.2 Purpose

This Appendix provides standards for consistent and compatible signage for the complex as a whole to provide a uniform look and feel throughout the complex that is appropriate for the complex's location.

1.3 Scope

1.3.1 This Appendix applies to all property at Trailhead Market, that being the following lots, collectively known as "the Property":

- i. Lots 1 and 16 Dripping Springs Heights

1.3.2 This Appendix applies to the Owner and to each individual Tenant occupying the Property at Trailhead Market. Owner shall provide each Tenant with a copy of this Appendix. Both the Owner and the Tenant are Responsible Parties under Chapter 26 for purposes of Enforcement of this Appendix and Chapter 26.

1.4 Applicability

1.4.1 The standards set forth in this Appendix, along with the illustrations identified as *Exhibit 1*, which are included herein for all intents and purposes, shall govern the signage erected on the Property.

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

1.4.3 Variance applications for signs proposed to be erected at the Trailhead Market shall

be evaluated in accordance with the standards set forth in this Appendix, Chapter 26 (generally), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).

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

1.5 Administration

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

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

SECTION 2. DEFINITIONS

2.1 Rules of Interpretation

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

2.2 Specific Terminology

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

Sign Type 1 Pole Sign (Project Identification Sign 1): Sign depicted on pages 4 and 5 of the Master Sign Plan attached as Exhibit 1 and is a refurbishment of an existing pole sign.

Sign Type 2 Pole Sign (Project Identification Sign 2): Sign depicted on pages 6 and 7 of the Master Sign Plan attached as Exhibit 1 and is a refurbishment of an existing pole sign.

Project Identification Sign: the signs depicted as Sign Type 1 and Sign Type 2 on the attached Exhibit 1. These signs are distinctive signs that already exist on the property and shall advertise the overall property and the tenants adjacent to these signs.

Owner: the person who owns the property at Trailhead Market, or the property management

agent operating on the owner’s behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this Appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

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

Sign Type 3 Large Roof Sign: A sign, other than a wall sign, depicted on pages 8 and 9 of the Master Sign Plan attached as Exhibit 1 which physically attaches to the roof but does not break the plane of the roofline of the building.

Sign Type 4A Wall Sign: A wall sign for the tenant of the freestanding building at the corner of U.S. Hwy 290 and Retha Drive and depicted on pages 10 and 11 of the Master Sign Plan attached as Exhibit 1

Sign Type 4B Wall Sign: A wall sign for the tenant of the freestanding building facing Bonnie Drive, depicted on pages 12 and 13 of the Master Sign Plan attached as Exhibit 1.

Sign Type 5 Large Roof Sign: A sign, other than a wall sign, depicted on pages 14 and 15 of the Master Sign Plan attached as Exhibit 1 which physically attaches to the roof but does not break the plane of the roofline of the building.

Tenant: a person with a leasehold interest in a designated unit within the Property at Trailhead Market.

Window Signs: Signs that are painted on, etched in, or visible through a window or transparent door of a building that are oriented in a manner establishing an intent to be viewed off-premises or from public roads. This term excludes signs displayed inside of buildings primarily for patrons on the premises.

SECTION 3. PROPERTY SIGNAGE

3.1 General Consistency

3.1.1 Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property and subject to review of the Owner.

3.1.2 Renderings. All signs and supporting structures shall be designed in accordance with the drawings included herein as **Exhibit 1**.

3.1.3 Logos. Graphic symbols, or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4 Static. Signs will not have moving parts, changing colors, flashing parts or

intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2 Project Identification Signs

3.2.1 Owner has two (2) existing Project Identification Signs on the 2.851 acre property; these signs are being refurbished. For full descriptions and renderings refer to the Trailhead Market Master Sign Plan attached as **Exhibit 1**.

3.2.2 Building Materials:

The Project Identification Signs shall be constructed of predominately metal, pre-weathered steel, concrete, and metal mesh and other materials consistent with the architectural design of the center.

Each sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and painted aluminum for the panels of the sign.

3.2.3 Height:

i. The maximum height for the Project Identification Signs shall not exceed four hundred and ninety inches (490 in.) for Sign Type 1 and two hundred eighty-one inches (281 in.) for Sign Type 2.

3.2.4 Width:

i. The maximum width for the Project Identification Signs shall not exceed one hundred and 11 inches (111 in.) at the base and one hundred thirty-five inches (135 in.) at the top of Sign Type 1; and eighty-six inches (86 in.) at the base and seventy-six inches (76 in.) at the top for Sign Type 2.

3.2.5 Length:

i. The maximum width for the Large Roof sign shall not exceed one hundred twenty inches (120 in.) at the base and at the top; the maximum width for the Small Roof sign shall not exceed seventy inches (70 in.) at the base and at the top.

3.2.6 The Project Identification Sign Sign Type 1 shall not have more than five (5) panels, one (double-sided) of which shall display the name “TRAILHEAD;” Project Identification Sign Sign Type 2 shall not have more than four (4) panels, one (double-sided) of which shall display the name “TRAILHEAD.”

3.2.7 Signs subject to this section shall only be illuminated to display tenant names and the name TRAILHEAD.

SECTION 4. TENANT SIGNAGE

4.1 Architectural General Consistency

4.1.1 Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.2 Wall Signs

4.2.1 Owner may erect eight (2) Wall Signs at the following locations, the approximate location of such projecting signs is shown in Exhibit 1:

- i. Sign 1 (Sign Type 4A): One wall sign up to thirty-three and one-quarter square feet (33.25 sf) centered on the wall of the freestanding building at the corner of U.S. Hwy 290 and Retha Dr. Sign shall be attached to the current wall as shown in Exhibit "1".
- ii. Sign 2 (Sign Type 4B): One wall sign up to sixty-three and two-fifths square feet (63.4 sf) centered on the wall of the freestanding building facing Bonnie Dr. Sign shall be attached to the current wall as shown in Exhibit "1".

4.2.2 Signs subject to this section shall only be illuminated as stated above.

- i. Wall signs subject to this section shall only be illuminated to display tenant name illumination shall be 3000 kelvins or below as described in the Trailhead Market Master Sign Plan attached as Exhibit 1.

4.3 Roof Signs

4.3.1 This section applies to Trailhead Market, Hays County, Texas, the address being 1111 U.S. Hwy 290, Dripping Springs, Texas 78620.

4.3.2 There are two (2) sizes of roof signs as shown and described in the Trailhead Market Master Sign Plan attached as Exhibit 1:

- i. Large Roof Sign (Sign Type 3): thirty-six inches (36 in.) H x one hundred twenty inches (120 in.) W; painted aluminum with removable acrylic face; tenant name is CAD-cut black vinyl applied to the first surface of the acrylic face.
- ii. Small Roof Sign (Sign Type 5): thirty-six inches (36 in.) H x fifty-two and one-quarter inches (52.25 in.) W; painted aluminum with removable acrylic face; tenant name is CAD-cut black vinyl applied to the first surface of the acrylic face.

4.3.3 Roof Signs may be illuminated. LED illumination shall be 3000 Kelvin or below.

4.3.4 Roof Signs that are illuminated must be turned off at the later of closing time of the business or 10:00 p.m.

4.3.5 All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.3.6 Lettering, logos, and names on tenant signs may be changed without amendment to

this Appendix or application for variance so long as all other requirements of this Appendix are met, including but not limited to size, height, lighting, and color.

4.4 Window Signs

4.4.1 The section shall apply to all lots of the Trailhead Market, Hays County, Texas, the address being 1111 U.S. Hwy 290, Dripping Springs, Texas 78620.

4.4.2 A unit in the multiunit Trailhead Market, may have a total signable area of window signs that shall not exceed twenty-four (24) square feet for each tenant. A unit in the multiunit Trailhead Market where the unit is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed forty-eight (48) square feet for each tenant.

4.4.3 The total signable area of the window signs does not count towards the cumulative total signable area allowed.

SECTION 5. PROHIBITION

A person commits an offense when a person erects, installs, or places signage at Trailhead Market in violation of this Appendix.

SECTION 6. ENFORCEMENT

6.1 Civil & Criminal Penalties

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

6.2 Offense

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

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

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

(1) placement of a sign in the right-of-way;

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

6.3 Civil Remedies

Nothing in this Appendix or Chapter 26 shall be construed as a waiver of the City’s right to bring a civil action to enforce the provisions of this Appendix or Chapter 26 and to seek

remedies as allowed by law, including, but not limited to the following:

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



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

Submitted By: Shane Pevehouse, Building Official

Council Meeting Date: March 5, 2024

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

Agenda Item Sponsor:

Summary/Background: Ashton Woods is building Cannon Ranch subdivision and is requesting several variances through a Master Sign Plan.

The total sign count for is 23 signs and 2 flag poles. 15 of the signs are temporary and will be removed when construction is complete. The variances included in the plan are for (7) over height, (9) oversize, and (22) additional signs.

After our initial meeting, the applicant reduced heights on all temporary, directional, off-premise, and secondary entry signs, eliminated one off-premise sign, and reduced the flag pole height. Additionally, the landscape area of the large community sign exceeds requirements, and the applicant agreed the rebuild the “Founders Park” sign, located at Founders Park Road and Ranch Road 12, to better align with the new Parks and Community Service marketing.

Commission Recommendations: Parks and Recreation Commission recommends approval of the Founders Memorial Park sign with Cannon Ranch logo with the condition that the logo be removed or reassessed in 5 years and the sign be built by the same company that constructed all PCS signs.

Recommended Council Actions: Recommend Approval

Attachments: PowerPoint presentation

Next Steps/Schedule: Send to City Secretary for execution



DRIPPING SPRINGS
Texas

Cannon Ranch Master Sign Plan



Cannon Ranch Master Sign Plan

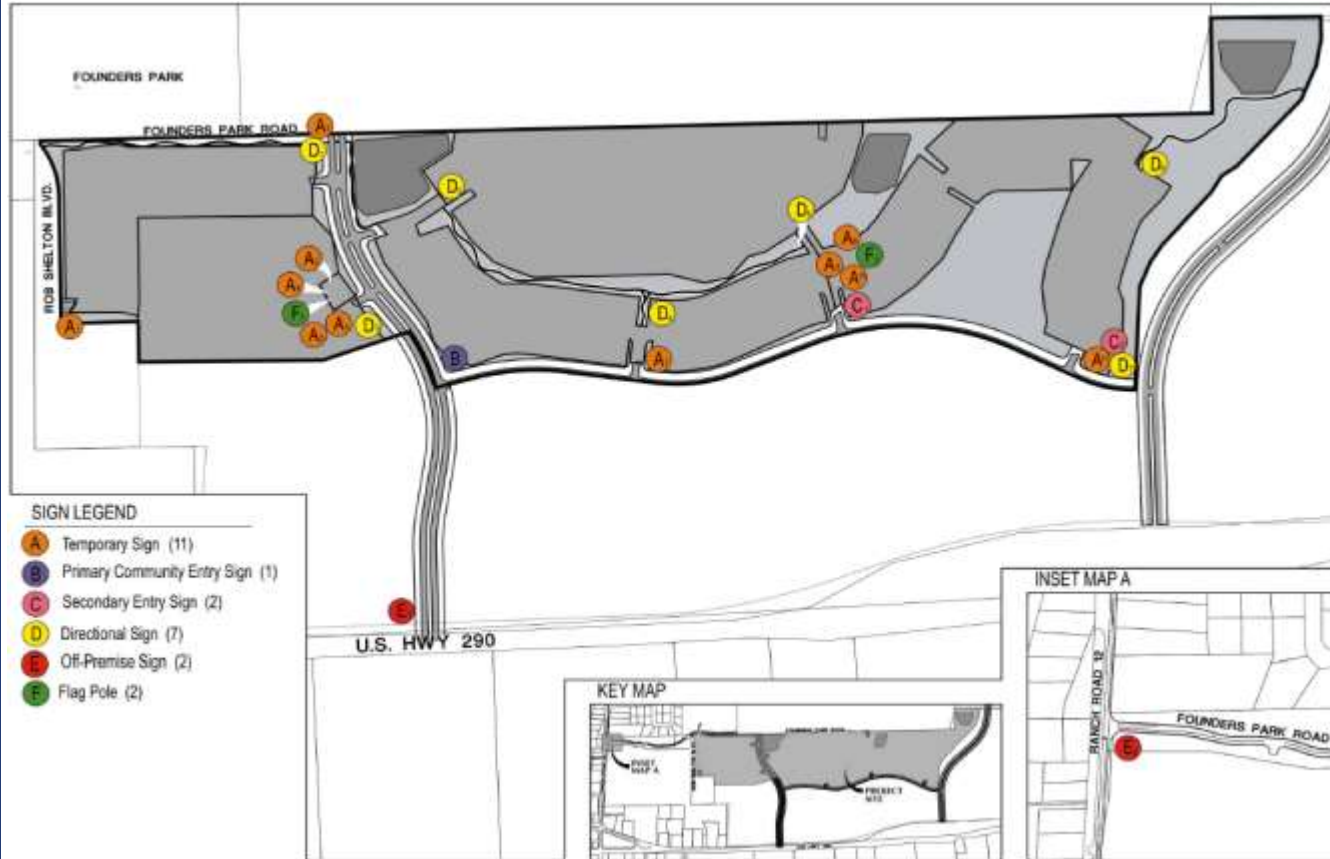
Site Details

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



Overview

Cannon Ranch Master Sign Plan



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

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

The Master Sign Plan includes variances for the following:

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

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

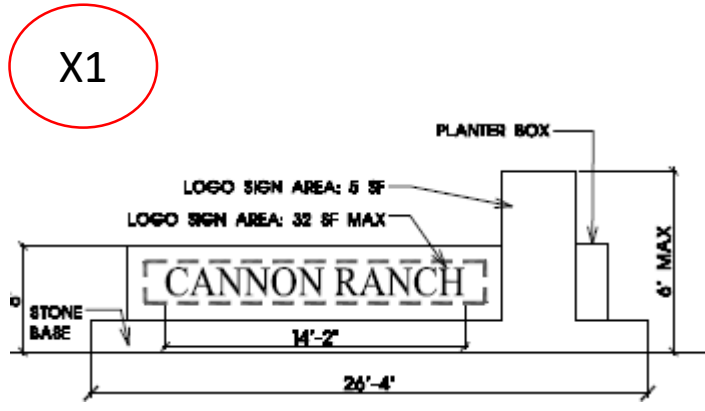


Proposed permanent signs

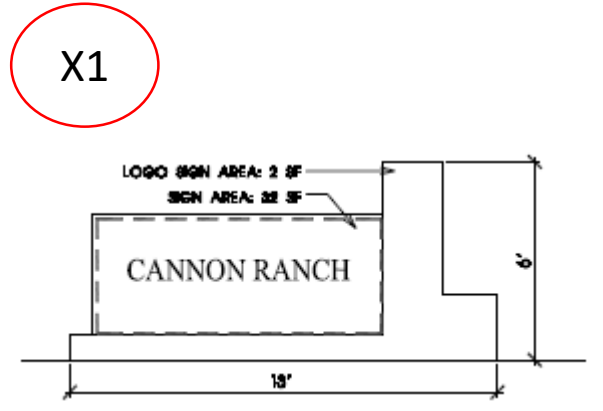
Cannon Ranch Master Sign Plan



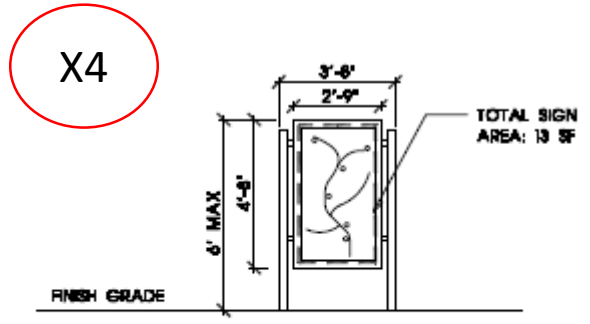
X1



X1

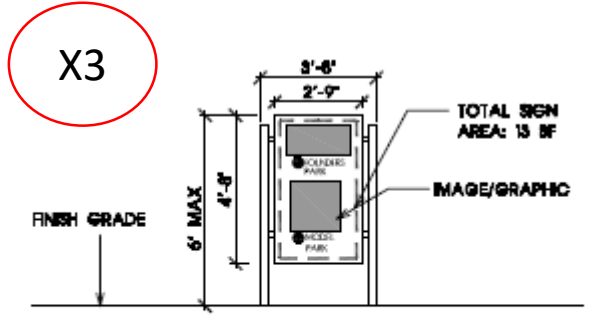


X1



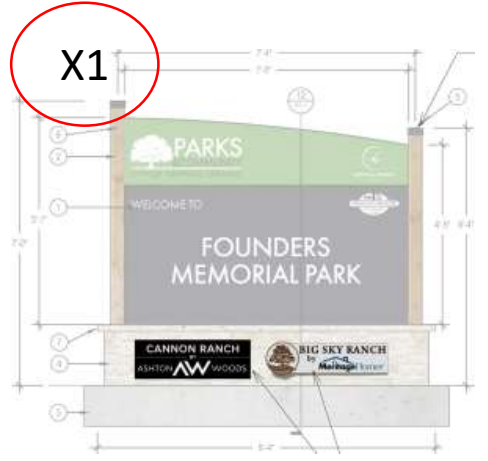
X4

D DIRECTIONAL SIGN
TRAILHEAD



X3

D DIRECTIONAL SIGN
VEHICULAR



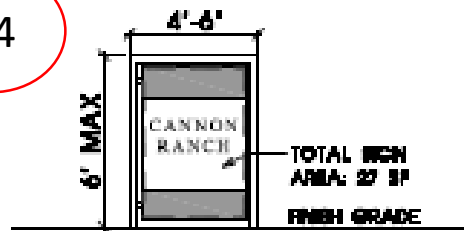
X1



Proposed temporary signs and flag poles

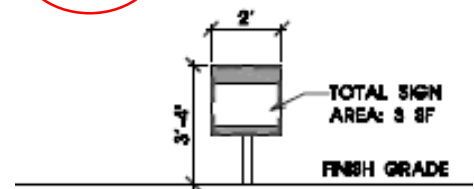
Cannon Ranch Master Sign Plan

X4



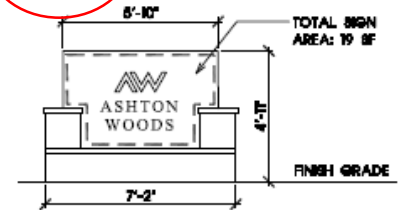
(A) TEMPORARY SIGN
MARKETING

X3



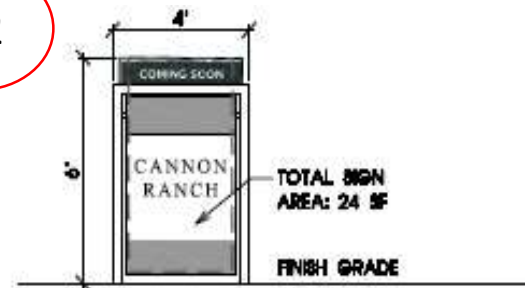
(A) TEMPORARY SIGN
MODEL I.D.

X2



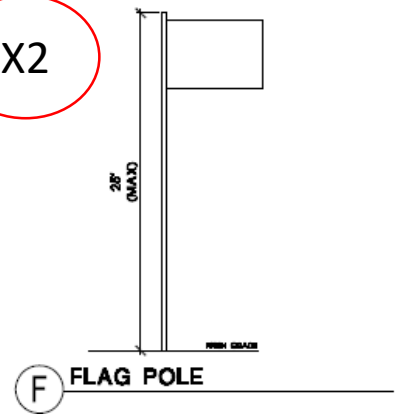
(A) TEMPORARY SIGN
MODEL MONUMENT

X2



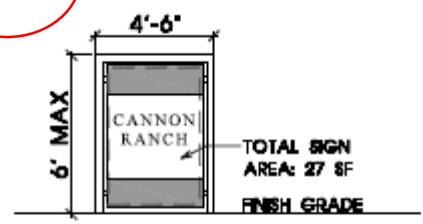
(A) TEMPORARY SIGN
MODEL COMING SOON

X2



(F) FLAG POLE

X1



(E) OFF PREMISES SIGN
LONE PEAK WAY

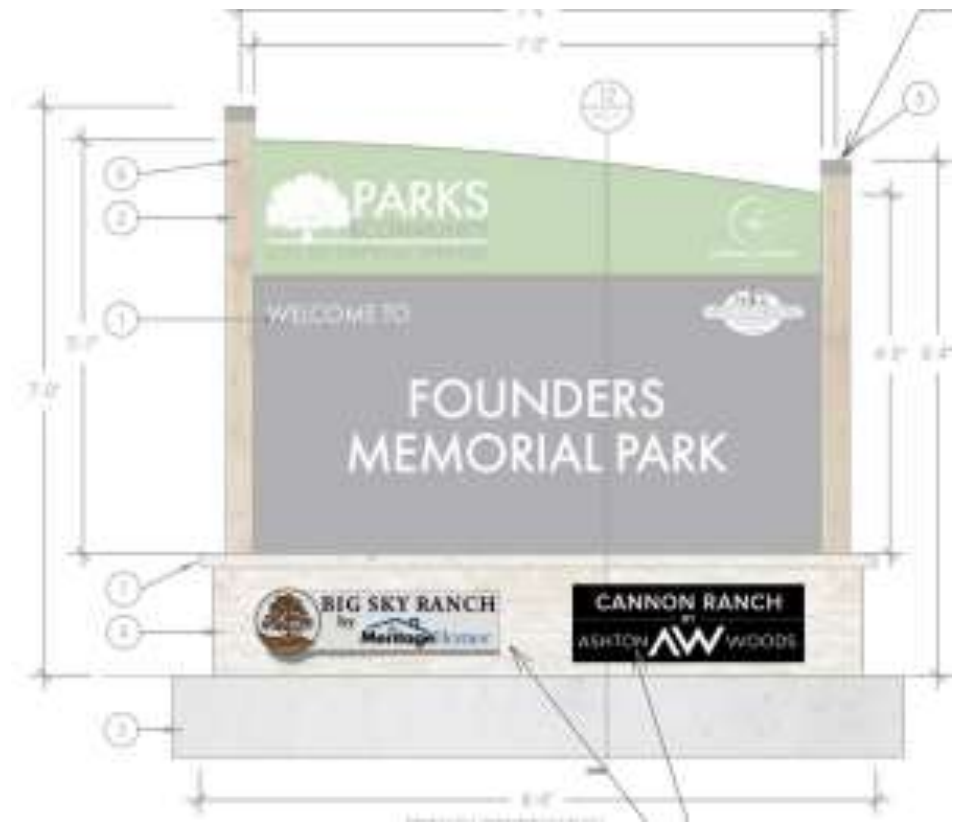
Founders Memorial Park sign improvements

Cannon
Ranch
Master
Sign Plan



Existing

Proposed



Variance Criteria

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

Cannon Ranch Master Sign Plan



Variance Criteria

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

Cannon Ranch Master Sign Plan



Staff Recommendation

Staff recommends approval of the Master Sign Plan

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

Cannon Ranch Master Sign Plan



CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-___

MASTER SIGN PLAN *for* CANNON RANCH SUBDIVISION

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, pursuant to Chapter 216 of the Texas Local Government Code, the City has the specific authority to regulate signs; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance approving the Master Sign Plan for the CANNON RANCH Subdivision.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

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

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

City of Dripping Springs
CODE OF ORDINANCES

CHAPTER 26: SIGNS

APPENDIX “_____”:
MASTER SIGN PLAN FOR THE CANNON RANCH
SUBDIVISION

SECTION 1. ENACTMENT PROVISIONS

1.1 Popular Name

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

1.2 Purpose

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

1.3 Scope

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

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

1.4 Applicability

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

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

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

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

1.5 Administration

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

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

SECTION 2. DEFINITIONS

2.1 Rules of Interpretation

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

2.2 Specific Terminology

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

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

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

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

SECTION 3. PROPERTY SIGNAGE

3.1 General Consistency

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

3.2 Temporary Sign

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

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

3.3 Primary Community Entry Sign

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

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

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

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

3.4 Secondary Community Entry Sign

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

- i. Neighborhood Entry
- ii. Secondary Community Entry

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

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

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

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

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

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

3.5 Directional Signs

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

3.6 Off-Premise Signs

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

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

SECTION 4. PROHIBITION

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

SECTION 5. ENFORCEMENT

5.1 Civil & Criminal Penalties

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

5.2 Offense

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

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

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

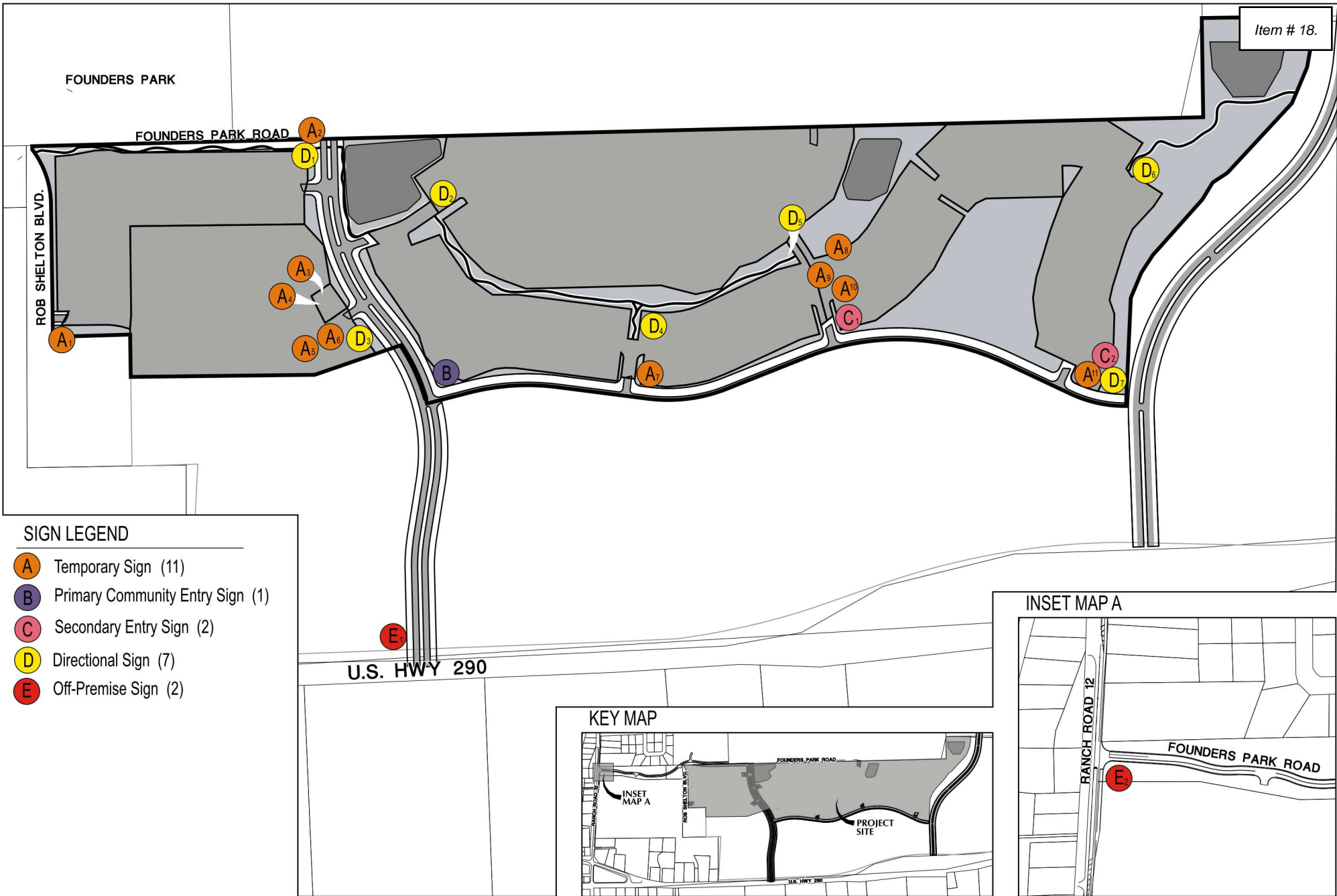
- (1) placement of a sign in the right-of-way;
- (2) placement of a sign in another person's property without the person's permission;
- (3) placement of a sign that encumbers access to a person's property or encumbers use of a street, sidewalk, trail, path, or driveway.

5.3 Civil Remedies

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

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

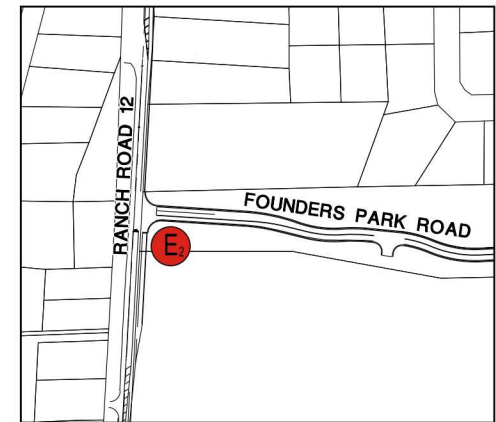
- (1) Injunctive relief to prevent specific conduct that violates this Appendix or Chapter 26 or to require specific conduct that is necessary for compliance with this Appendix or Chapter 26, including removal of signs that violate this Appendix or Chapter 26 at the expense of the responsible party;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



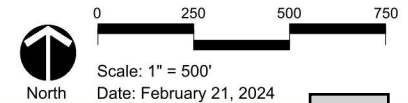
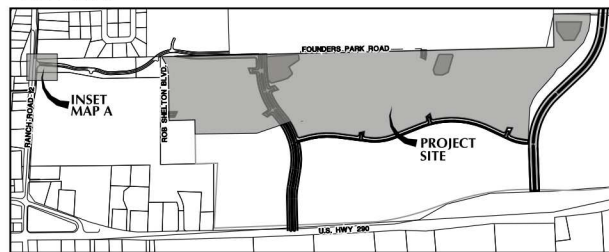
SIGN LEGEND

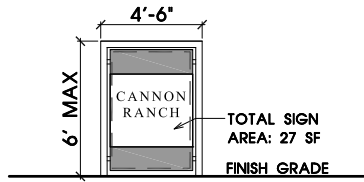
- Temporary Sign (11)
- Primary Community Entry Sign (1)
- Secondary Entry Sign (2)
- Directional Sign (7)
- Off-Premise Sign (2)

INSET MAP A

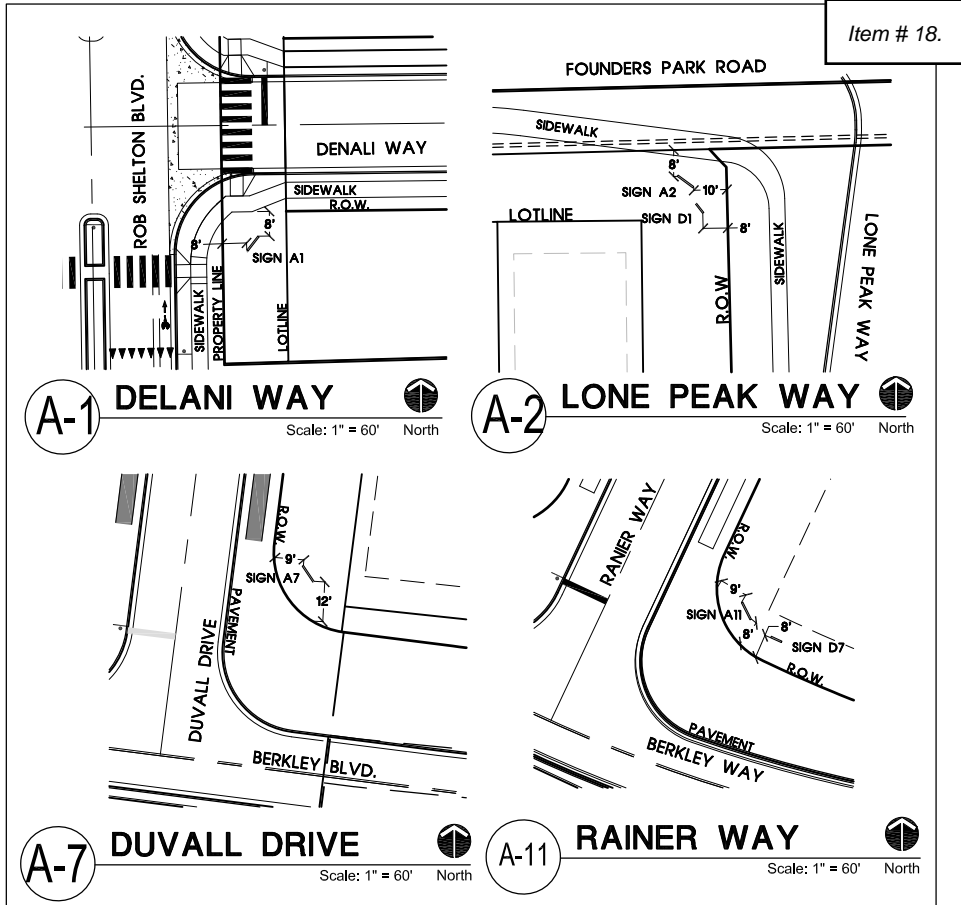


KEY MAP

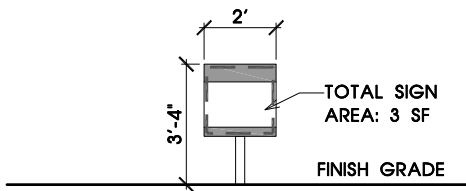




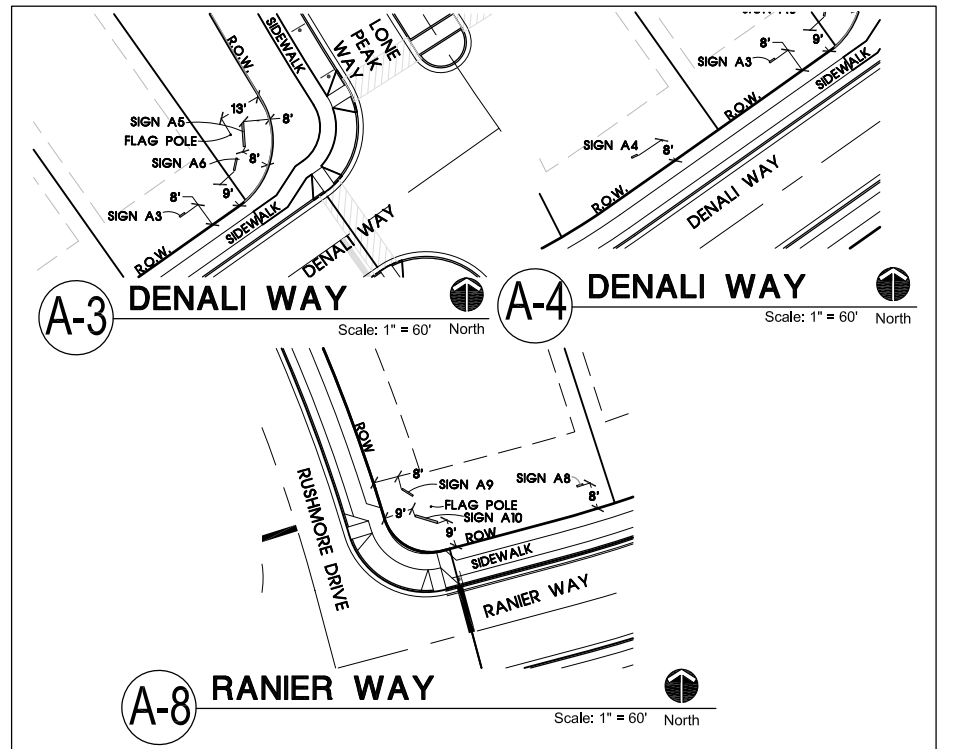
A TEMPORARY SIGN MARKETING



A TEMPORARY SIGN LOCATIONS MARKETING



A TEMPORARY SIGN MODEL I.D.

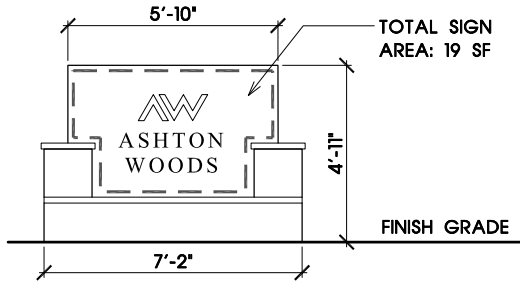


A TEMPORARY SIGN LOCATIONS MODEL I.D.

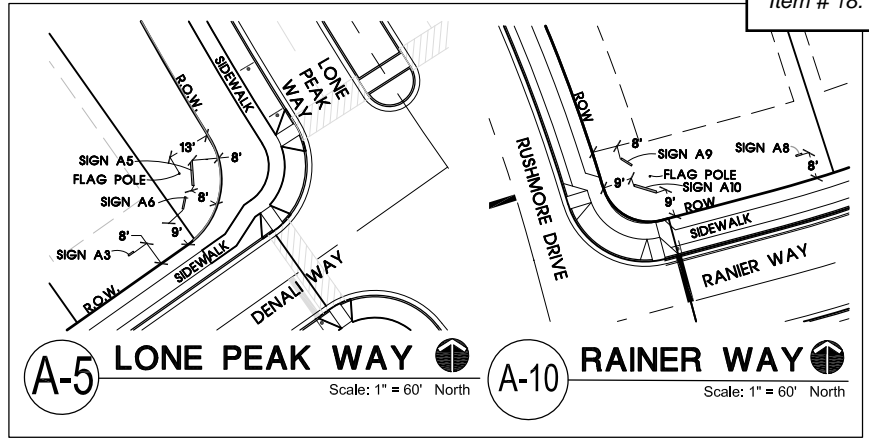
CANNON RANCH

SEC Planning, LLC
 Land Planning + Landscape Architecture + Community Branding
 AUSTIN, TEXAS
 (512) 246-7003 • (512) 246-7703
 www.secplanning.com • info@secplanning.com

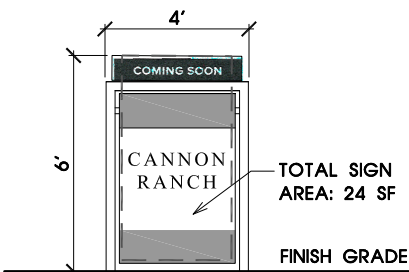
Exhibit D-1
Community Signage
 Scale: 3/32" = 1'-0"
 Date: December 20, 2023



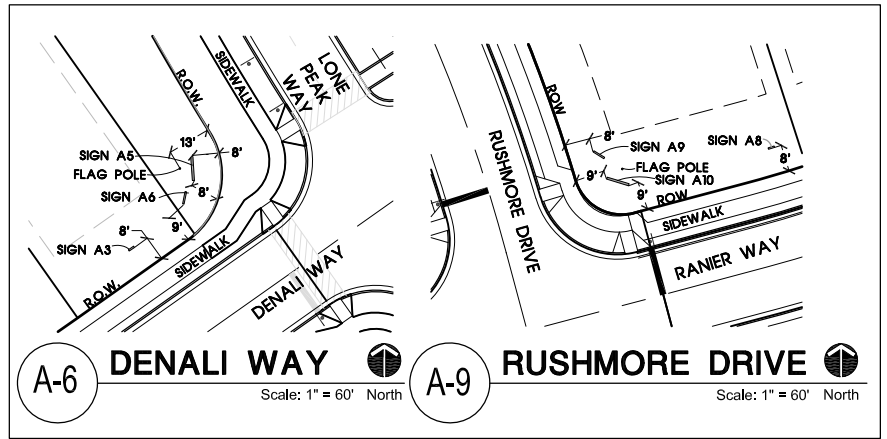
A TEMPORARY SIGN
MODEL MONUMENT



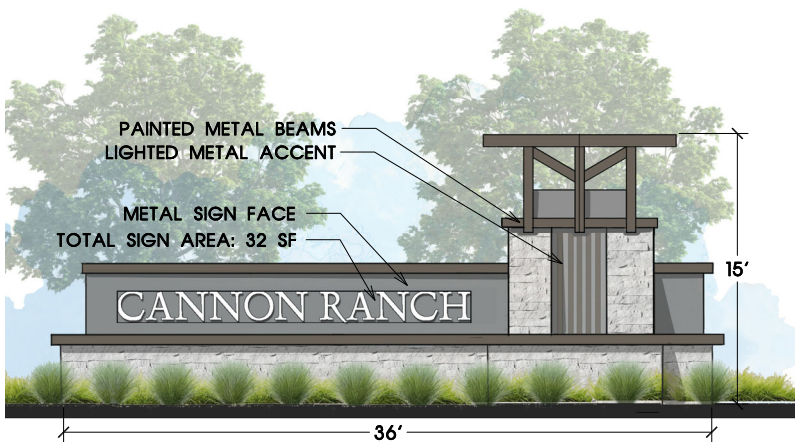
A TEMPORARY SIGN LOCATIONS
MODEL MONUMENT



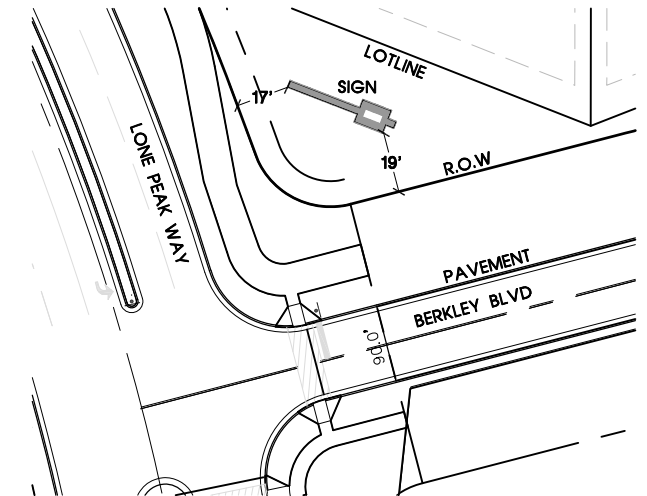
A TEMPORARY SIGN
MODEL COMING SOON



A TEMPORARY SIGN LOCATIONS
MODEL COMING SOON



B PRIMARY COMMUNITY ENTRY SIGN

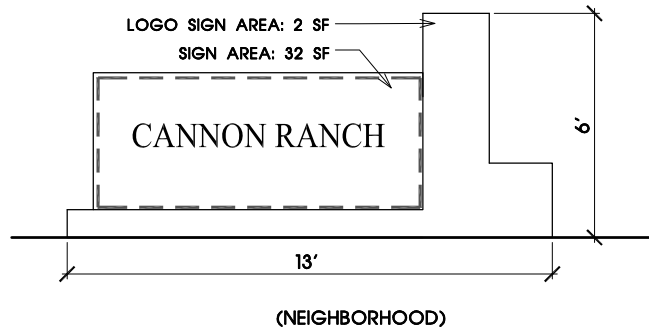


B-1 PRIMARY COMMUNITY ENTRY
SIGN DETAIL PLAN

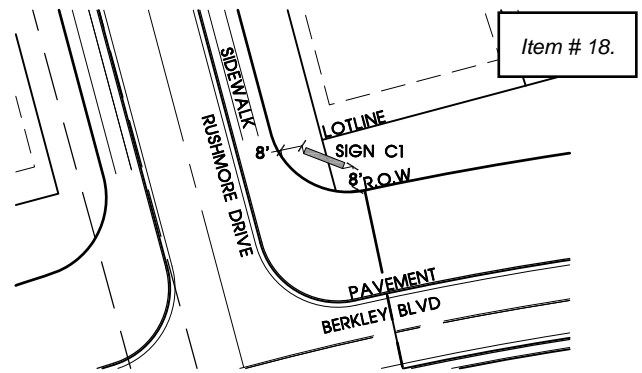
CANNON RANCH

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
1 512.246.7003 + 1 512.246.7703
www.secplanning.com + info@secplanning.com

Exhibit D-2
Community Signage
Scale: 3/32" = 1'-0"
Date: December 20, 2023

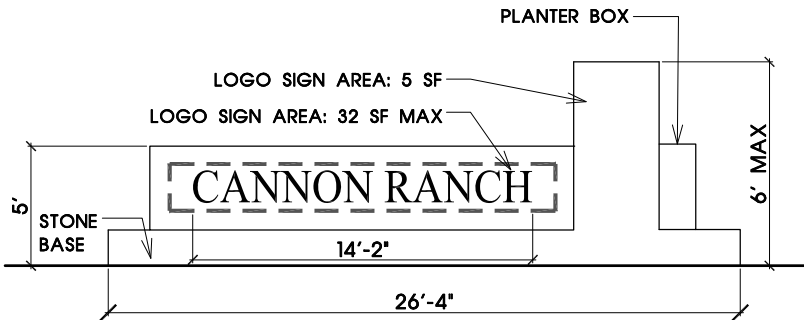


C SECONDARY ENTRY SIGN
NEIGHBORHOOD ENTRY

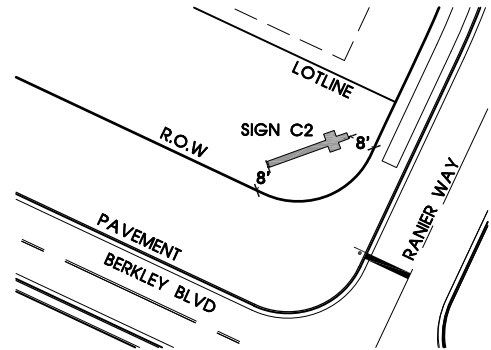


C-1 SECONDARY ENTRY SIGN
DETAIL PLAN

Scale: 1" = 60' North

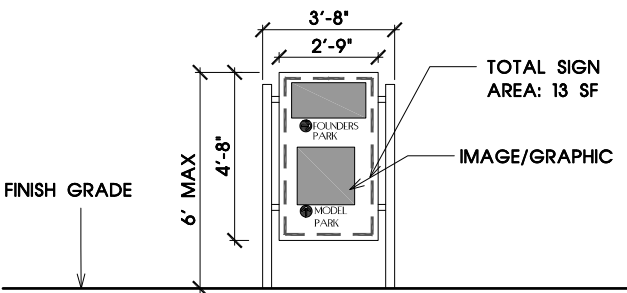


C SECONDARY ENTRY SIGN
COMMUNITY ENTRY SIGN

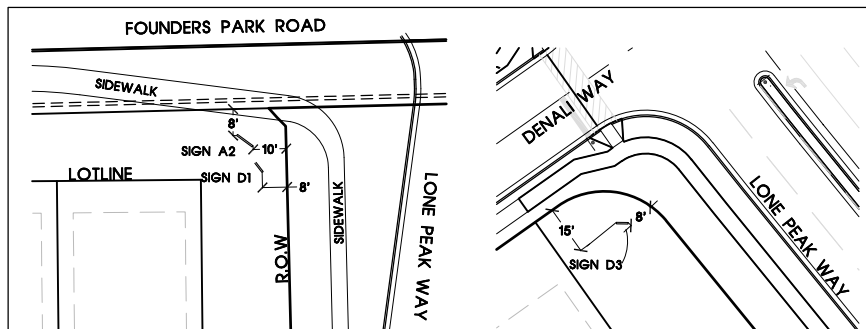


C-2 SECONDARY ENTRY SIGN
DETAIL PLAN

Scale: 1" = 60' North

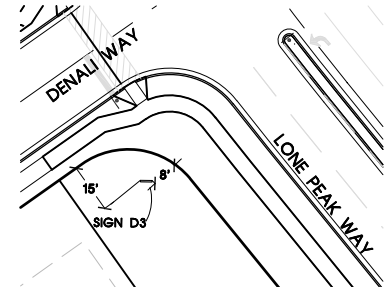


D DIRECTIONAL SIGN
VEHICULAR



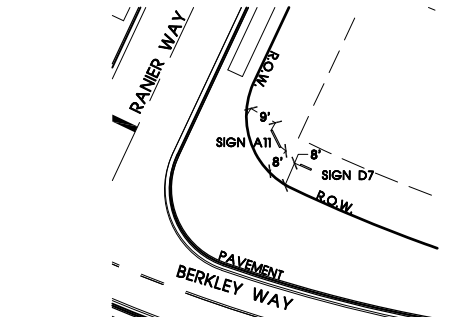
D-1 LONE PEAK WAY

Scale: 1" = 60' North



D-3 DENALI WAY

Scale: 1" = 60' North

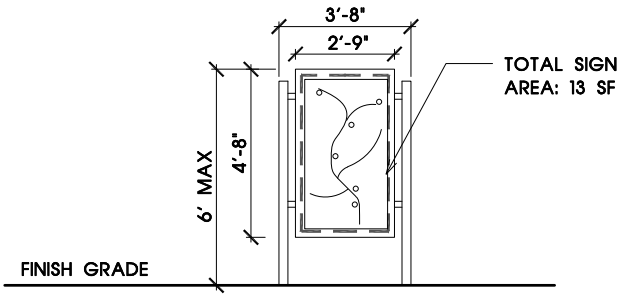


D-7 BERKLEY WAY

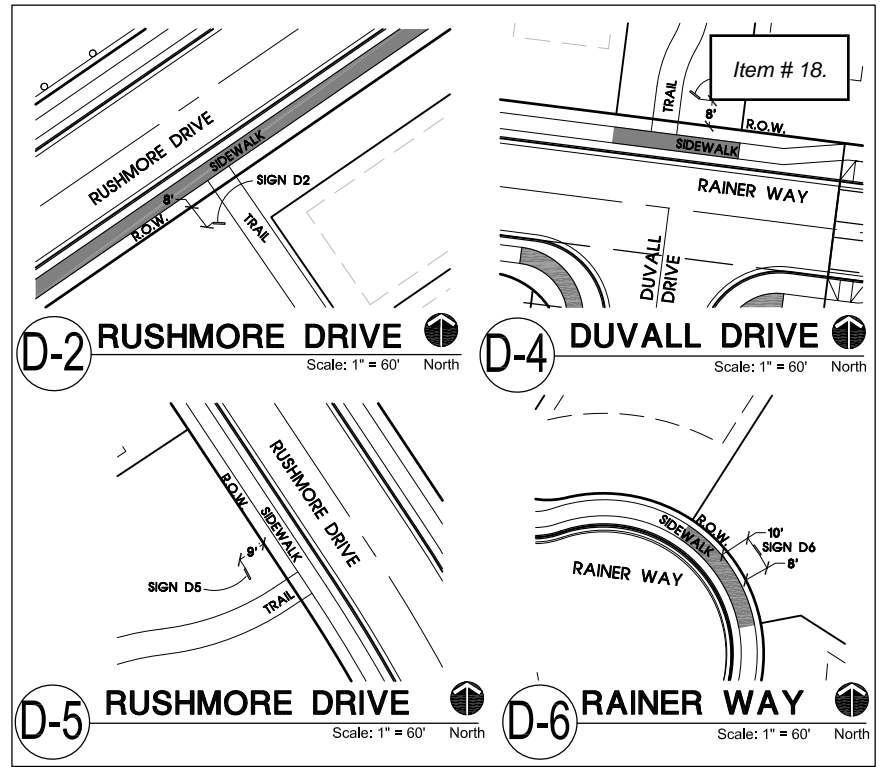
Scale: 1" = 60' North

D DIRECTIONAL SIGN LOCATIONS
VEHICULAR

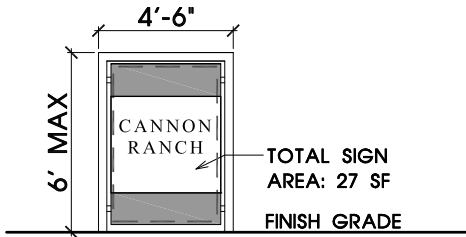
CANNON RANCH



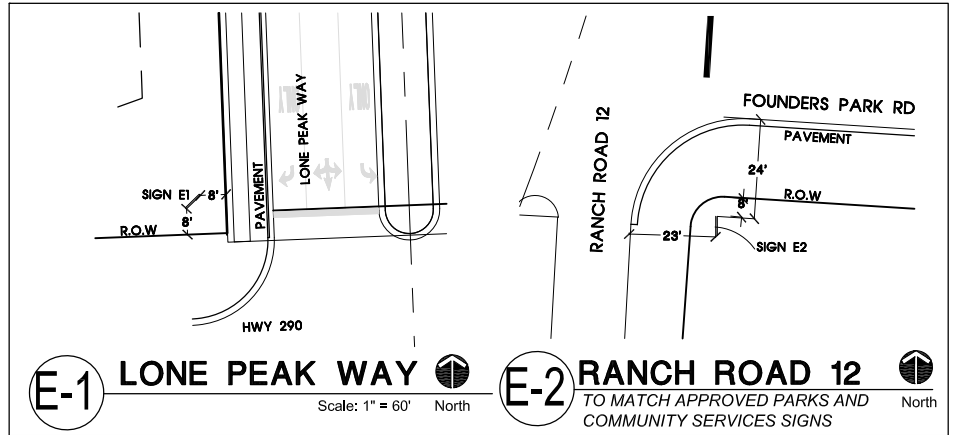
D DIRECTIONAL SIGN
TRAILHEAD



D DIRECTIONAL SIGN LOCATIONS
TRAILHEAD



E OFF PREMISES SIGN
LONE PEAK WAY & HWY 290



E OFF PREMISES SIGN LOCATIONS
Scale: 1" = 60"

CANNON RANCH

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
1 512.246.7003 + 1 512.246.7703
www.secplanning.com + info@secplanning.com

Exhibit D-4
Community Signage
Scale: 3/32" = 1'-0"
Date: February 21, 2024

This drawing and the design shown are the property of Sun C
The reproduction, copying or other use of this drawing without th
consent is prohibited and any infringement will be subject to legal action.



DRIPPING SPRINGS
Texas

To: Mayor Bill Foulds, Jr. and City Council, City of Dripping Springs

From: Shawn Cox, Deputy City Administrator

Date: March 5, 2024

RE: FY 2024 Proposed Budget Amendment #4

HOT:

Expenditures:

- Christmas Lighting Display has increased **\$40,000.00** (From \$27,290.00 to \$67,290.00)
 - This additional funding is being proposed to purchase a new Christmas tree for display during the holiday season. The Dripping Springs Lions Club has requested the City's assistance in purchasing the tree.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2024-_____

BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2023-2024 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 2023-2024; and

WHEREAS, the City has had a need to adjust line items in the Hotel Occupancy Tax Fund; and

WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

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

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2023-2024 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 2023-2024 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

HOT:

Expenditures:

- Christmas Lighting Display has increased **\$40,000.00** (From \$27,290.00 to \$67,290.00)

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 5th day of March 2024 by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Taline Manassian, Mayor Pro Tem

ATTEST:

Andrea Cunningham, City Secretary

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #4

Change

CITY - GENERAL FUND

Balance Forward	3,712,517.47	3,804,637.39	
Revenue			
AD Valorem	3,389,487.36	3,389,487.36	-
AV P&I	4,000.00	4,000.00	-
Sales Tax	3,800,000.00	3,800,000.00	-
Mixed Beverage	75,000.00	75,000.00	-
Alcohol Permits	9,000.00	9,000.00	-
Fire Inspections	50,000.00	50,000.00	-
Bank Interest	50,000.00	50,000.00	-
Development Fees:			-
- Subdivision	638,875.00	638,875.00	-
- Site Dev	850,000.00	850,000.00	-
- Zoning/Signs/Ord	65,000.00	65,000.00	-
Building Code	1,500,000.00	1,500,000.00	-
Transportation Improvements Reimbursements	240,000.00	240,000.00	-
Solid Waste	45,000.00	45,000.00	-
Health Permits/Inspections	75,000.00	75,000.00	-
Municipal Court			-
Other Income	40,000.00	40,000.00	-
TXF from Capital Improvements			-
TXF DSRP On Call	10,400.00	10,400.00	-
TXF from HOT			-
TXF from WWU			-
TXF from TIRZ	100,558.00	100,558.00	-
TXF from Sidewalk Fund			-
FEMA	-	-	-
CARES Act	-	-	-
Opioid Abatement	-	-	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-
Total	14,654,837.83	14,746,957.75	-
Expense			
Supplies	35,000.00	35,000.00	-
Office IT Equipment and Support	139,499.00	139,499.00	-
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-
Website	6,800.00	6,800.00	-
Communications Network/Phone	58,395.84	58,395.84	-
Miscellaneous Office Equipment	10,300.00	10,300.00	-
Utilities:			-
- Street Lights	20,000.00	20,000.00	-
- Streets Water	4,000.00	4,000.00	-
- Office Electric	5,500.00	5,500.00	-
- Office Water	650.00	650.00	-
- Stephenson Electric	1,500.00	1,500.00	-
- Stephenson Water	500.00	500.00	-
Transportation:			-
- Improvement Projects	1,140,000.00	1,140,000.00	-
- Street & ROW Maintenance	211,005.00	211,005.00	-
- Street Improvements	660,000.00	660,000.00	-
Office Maintenance/Repairs	19,860.00	19,860.00	-
Stephenson Building Maintenance	550.00	550.00	-
Maintenance Equipment	8,500.00	8,500.00	-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	
Equipment Maintenance	6,750.00	6,750.00		-
Maintenance Supplies	6,500.00	6,500.00		-
Fleet Acquisition	361,000.00	361,000.00		-
Fleet Maintenance	78,020.00	78,020.00		-
City Hall Improvements	556,000.00	556,000.00		-
Uniforms	17,500.00	17,500.00		-
Special Projects:				-
- Family Violence Ctr	7,000.00	7,000.00		-
- Lighting Compliance	2,000.00	2,000.00		-
- Economic Development	5,000.00	5,000.00		-
- Records Management	1,220.00	1,220.00		-
- Government Affairs	-	-		-
- Stephenson Parking Lot Improvements				-
- Stephenson Building Rehabilitation	92,025.00	92,025.00		-
- OFR Grant Writer				-
- Planning Consultant	165,000.00	257,119.92		-
- Land Acquisition	10,000.00	10,000.00		-
- Downtown Bathroom	200,000.00	200,000.00		-
- City Hall Planning	20,000.00	20,000.00		-
Public Safety:				-
- Emergency Management Equipment	79,200.00	79,200.00		-
- Emergency Equipment Fire & Safety	996.00	996.00		-
- Emergency Mgt PR	2,000.00	2,000.00		-
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00		-
- Emergency Management Other	-	-		-
- Animal Control	3,400.00	3,400.00		-
Public Relations	15,300.00	15,300.00		-
Postage	3,500.00	3,500.00		-
TML Insurance:				-
- Liability	27,277.00	27,277.00		-
- Property	48,810.00	48,810.00		-
- Workers' Comp	34,656.00	34,656.00		-
Dues, Fees, Subscriptions	31,500.00	31,500.00		-
Public Notices	2,000.00	2,000.00		-
City Sponsored Events				-
Election	8,000.00	8,000.00		-
Salaries	3,238,716.65	3,238,716.65		-
Taxes	259,605.82	259,605.82		-
Benefits	279,323.88	279,323.88		-
Retirement	185,186.55	185,186.55		-
DSRP Salaries	540,752.60	540,752.60		-
DSRP Taxes	43,887.57	43,887.57		-
DSRP Benefits	66,694.30	66,694.30		-
DSRP Retirement	31,931.44	31,931.44		-
Professional Services:				-
- Financial Services	37,500.00	37,500.00		-
- Engineering	70,000.00	70,000.00		-
- Special Counsel and Consultants	49,000.00	49,000.00		-
- Muni Court	15,500.00	15,500.00		-
- Bldg. Inspector	750,000.00	750,000.00		-
- Fire Inspector	40,000.00	40,000.00		-
- Health Inspector	60,000.00	60,000.00		-
- Architectural and Landscape Consultants	5,000.00	5,000.00		-
- Historic District Consultant	13,500.00	19,750.00		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	Change
- Lighting Consultant	2,000.00	2,000.00		-
- Human Resource Consultant	28,306.00	28,306.00		-
Training/CE	84,158.93	84,158.93		-
Employee Engagement	20,000.00	20,000.00		-
Meeting Supplies	12,700.00	12,700.00		-
Code Publication	5,200.00	5,200.00		-
Mileage	2,000.00	2,000.00		-
Miscellaneous Office Expense	10,000.00	10,000.00		-
Bad Debt Expense	-	-		-
Contingencies/Emergency Fund	50,000.00	50,000.00		-
Coronavirus Local Fiscal Recovery Funds (CLFRF)				-
Debt Payment 2024	367,000.00	367,000.00		-
TXF to Reserve Fund	500,000.00	500,000.00		-
TXF AV to TIF	668,644.77	528,625.00		-
TXF to TIRZ				-
Sales Tax TXF to WWU	760,000.00	760,000.00		-
SPA & ECO D TXF	218,880.00	218,880.00		-
TXF to DSRP	-	-		-
TXF to Capital Improvement Fund	300,000.00	300,000.00		-
TXF to Vehicle Replacement Fund	86,010.00	86,010.00		-
TXF to WWU				-
TXF to Founders Day				-
TXF to Farmers Market	16,679.31	16,679.31		-
Total	13,128,993.66	13,087,343.81		-
PARKS - GENERAL FUND				
Revenue				
Sponsorships and Donations	5,000.00	5,000.00		
City Sponsored Events				
Programs and Events	22,600.00	22,600.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	55,300.00	55,300.00		
Pool and Pavilion Rental	20,800.00	20,800.00		
Park Rental Fees	6,000.00	6,000.00		
Reimbursement of Utility Costs				
TXF from HOT Fund	-	-		
TXF from Parkland Dedication	541,480.00	541,480.00		
TXF from Parkland Development				
TXF from Landscaping Fund	3,000.00	3,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	-	-		
Total Revenue	655,980.00	655,980.00		-
Expense				
Other	13,320.00	13,320.00		
Park Consultants				
Dues Fees and Subscriptions	3,402.00	3,402.00		
Advertising & Marketing	16,250.00	16,250.00		
Total Other	32,972.00	32,972.00		-
Public Improvements				
All Parks	156,500.00	156,500.00		
Triangle Improvement	-	-		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	
Rathgeber Improvements	215,000.00	215,000.00		
Founders Park	597,000.00	597,000.00		
Founders Pool				
Skate Park	150,000.00	150,000.00		
S & R Park	54,000.00	54,000.00		
Charro Ranch Park	600.00	600.00		
Total Improvements	1,173,100.00	1,173,100.00		-
Utilities				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	500.00	500.00		
Ranch House Network/Phone	8,568.00	8,568.00		
S&R Park Water	13,000.00	13,000.00		
SRP Electric	2,500.00	2,500.00		
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	5,000.00	5,000.00		
Pool Phone/Network	3,040.00	3,040.00		
FMP Pool Propane	13,250.00	13,250.00		
Total Utilities	59,608.00	59,608.00		-
Maintenance				
General Maintenance (All Parks)	9,000.00	9,000.00		
Trail Washout repairs				
Equipment Rental	1,000.00	1,000.00		
Founders Pool	36,000.00	36,000.00		
Founders Park	17,740.00	17,740.00		
Skate Park Maintenance	500.00	500.00		
S&R	42,920.00	42,920.00		
Charro Ranch Park	9,300.00	9,300.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
Rathgeber Maintenance				
Total Maintenance	117,160.00	117,160.00		-
Supplies				
General Parks	8,550.00	8,550.00		
Charro Ranch Supplies	1,250.00	1,250.00		
Founders Park Supplies	-	-		
Founders Pool Supplies	40,075.00	40,075.00		
Program and Events	10,950.00	10,950.00		
DSRP & Ranch House Supplies				
Rathgeber Supplies	600.00	600.00		
S&R Supplies	400.00	400.00		
Total Supplies	61,825.00	61,825.00		-
Program Staff				
Camp Staff				
Program Event Staff	27,801.76	27,801.76		
Aquatics Staff	130,642.09	130,642.09		
Total Staff Expense	158,443.85	158,443.85		-
Total Parks Expenditures	1,603,108.85	1,603,108.85		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	Change
Balance Forward	46,869.01	46,869.01		
Revenue				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,300.00	1,300.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	14,000.00	14,000.00		
Parade	4,000.00	4,000.00		
Sponsorship	90,000.00	90,000.00		
Parking concession	1,000.00	1,000.00		
Electric	3,300.00	3,300.00		
Misc.				
TXF from General Fund				
Total	171,319.01	171,319.01		-
Expense				
Publicity	2,500.00	2,500.00		
Porta-Potties	15,000.00	15,000.00		
Security	35,000.00	35,000.00		
Health, Safety & Lighting	30,500.00	30,500.00		
Transportation	7,000.00	7,000.00		
Barricades/Traffic Plan	6,500.00	6,500.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	20,000.00	20,000.00		
FD Event Supplies	7,750.00	7,750.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,400.00	4,400.00		
Electricity	2,000.00	2,000.00		
FD Electrical Setup	225.00	225.00		
Contingencies	-	-		
Total expenses	160,025.00	160,025.00		-
Balance Forward	11,294.01	11,294.01		-
ECLIPSE - 2024				
Revenue				
Sponsorships				
- Sunblock Party	20,000.00	20,000.00		
- Glasses	5,000.00	5,000.00		
- Misc. Sponsorships	5,000.00	5,000.00		
Sales				
- Glasses	12,000.00	12,000.00		
- T-Shirts	3,500.00	3,500.00		
- Other	2,000.00	2,000.00		
TXF from HOT	62,709.00	62,709.00		
Total	110,209.00	110,209.00		-
Expense				
Merchandise				
- Glasses	14,139.00	14,139.00		
- T-Shirts	2,500.00	2,500.00		
- Stickers	1,000.00	1,000.00		
- Other	6,000.00	6,000.00		
Maintenance	32,670.00	32,670.00		
Block Party	28,500.00	28,500.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	
Other	25,400.00	25,400.00		
Total expenses	110,209.00	110,209.00		-

CONSOLIDATED GENERAL FUND

Revenue				
City	14,654,837.83	14,746,957.75		
Parks	655,980.00	655,980.00		-
Founders	171,319.01	171,319.01		-
Eclipse	110,209.00	110,209.00		-
Total	15,592,345.84	15,684,465.76		-
Expense				
City	13,128,993.66	13,087,343.81		
Parks	1,603,108.85	1,603,108.85		-
Founders	160,025.00	160,025.00		-
Eclipse	110,209.00	110,209.00		-
Total Expense	15,002,336.50	14,960,686.65		-
Balance Forward	590,009.34	723,779.11		-

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	31,438.39	31,438.39		
Revenue				
FM Sponsor	4,000.00	4,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	70,000.00	70,000.00		
Applications	1,800.00	1,800.00		
Membership Fee	2,000.00	2,000.00		
Interest Income	1,300.00	1,300.00		
Market Event/Merch.	1,000.00	1,000.00		
Transfer from General Fund	16,679.31	16,679.31		
Total	129,217.70	129,217.70		-
Expense				
Advertising	4,700.00	4,700.00		
Market Manager	56,968.21	56,968.21		
Market Specialist				
Payroll Tax Expense	4,610.07	4,610.07		
DSFM Benefits	6,676.72	6,676.72		
Retirement	3,363.97	3,363.97		
Entertainment& Activities	3,000.00	3,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	-	-		
Training	100.00	100.00		
Office Expense	200.00	200.00		
Supplies Expense	-	-		
Network & Phone	200.00	200.00		
Cleaning & Maintenance	2,200.00	2,200.00		
Other Expense	-	-		
Capital Fund				
Contingency Fund	500.00	500.00		
Transfer to Reserve Fund	35,000.00	35,000.00		
Total Expense	117,718.98	117,718.98		-
Balance Forward	11,498.72	11,498.72		-

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #4

Change

PARKLAND DEDICATION FUND

Balance Forward	564,405.81	564,405.81	
Revenue			
Parkland Fees	-	-	
Total Revenue	564,405.81	564,405.81	-
Expense			
Park Improvements	541,480.00	541,480.00	
TXF to AG Facility			
Master Naturalists			
Total Expenses	541,480.00	541,480.00	-
Balance Forward	22,925.81	22,925.81	-

PARKLAND DEVELOPMENT FUND

Balance Forward	-		
Revenue			
Parkland Development Fees			
Total Revenue	-		
Expense			
Transfer to Parks			
Total Expenses	-		
Balance Forward	-		

AG FACILITY FUND

Balance Forward	-		
Revenue			
Ag Facility Fees			
Total Revenues	-		
Expense			
TXF to DSRP			
Total Expense	-		
Balance Forward	-		

LANDSCAPING FUND

Balance Forward	624,827.64	624,827.64	
Revenue			
Tree Replacement Fees			
Total Revenues	624,827.64	624,827.64	-
Expense			
Sports and Rec Park	-	-	
DSRP			
FMP	3,000.00	3,000.00	
Charro			
Historic Districts			
Professional Services			
Tree Maintenance	25,000.00	41,200.00	
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	
Total Expense	30,300.00	46,500.00	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	Change
Balance Forward	594,527.64	578,327.64		-

SIDEWALK FUND

Balance Forward	1,497.00	1,497.00		
Revenue				
Fees	-			
Total Revenues	1,497.00	1,497.00		-
Expense				
Expense	-			
Total Expense	-			
Balance Forward	1,497.00	1,497.00		-

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	242,088.02	242,088.02		
Revenue				
Stall Rentals	37,200.00	37,200.00		
RV/Camping Site Rentals	19,000.00	19,000.00		
Facility Rentals	113,500.00	113,500.00		
Equipment Rental	6,000.00	6,000.00		
Sponsorships & Donations	52,275.00	52,275.00		
Merchandise Sales	22,065.20	22,065.20		
Riding Permits	9,500.00	9,500.00		
Staff & Misc. Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events:				
- Riding Series	35,000.00	35,000.00		
- Coyote Camp	137,100.00	137,100.00		
- Misc. Events	2,000.00	2,000.00		
- Programing	15,100.00	15,100.00		
- Concert Series				
- Ice Rink	329,425.00	320,625.00		
Other Income	500.00	500.00		
Interest	2,000.00	2,000.00		
TXF from Ag Facility				
TXF from HOT	300,000.00	308,800.00		
TXF for RV/ Parking Lot HOT				
TXF from General Fund				
TXF from Landscape Fund				
TXF from PEG				
TXF from General Fund CLFRF				
Total Revenue	1,351,753.22	1,351,753.22		-
Expense				
Advertising	15,000.00	15,000.00		
Office Supplies	10,000.00	10,000.00		
Postage	-	-		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	108,246.48	108,246.48		
Network and Communications	14,518.00	14,518.00		
IT Equipment & Support	5,000.00	5,000.00		
Co-Sponsored Events	7,900.00	7,900.00		
Sponsorship Expenses	2,100.00	2,100.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	Change
Supplies and Materials	13,545.00	13,545.00		
Uniforms	3,500.00	3,500.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	5,127.50	5,127.50		
Mileage	500.00	500.00		
Equipment	20,000.00	20,000.00		
House Equipment				
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	25,000.00	25,000.00		
Portable Toilets	2,500.00	2,500.00		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Lift Station Maintenance	12,000.00	12,000.00		
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	-	-		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	12,400.00	12,400.00		
General Program and Events:				
- Riding Series	32,000.00	32,000.00		
- Coyote Camp	16,000.00	16,000.00		
- Misc. Events	700.00	700.00		
- Programing	8,000.00	8,000.00		
- Concert Series				
- Ice Rink	242,719.40	242,719.40		
Other Expense	20,000.00	20,000.00		
Improvements	355,000.00	355,000.00		
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	155,697.24	155,697.24		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	10,000.00	10,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	17,065.20	17,065.20		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	32,145.00	32,145.00		
Total Expenses	1,331,363.82	1,331,363.82		-
Balance Forward	20,389.40	20,389.40		-

HOTEL OCCUPANCY TAX FUND

Balance Forward	549,203.99	549,203.99		
Revenues				
Hotel Occupancy Tax	800,000.00	800,000.00		
Interest	7,200.00	7,200.00		
Total	1,356,403.99	1,356,403.99		-

Expenses

Advertising	-	-		
Christmas Lighting Displays	27,290.00	27,290.00	67,290.00	40,000.00
City Sponsored Events				

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	Change
Historic Districts Marketing	-	-		
Signage	8,840.00	8,840.00		
Arts	20,000.00	20,000.00		
Lighting	-	-		
Dues and Fees	12,000.00	12,000.00		
TXF to Debt Service	88,487.50	88,487.50		
RV/ Parking Lot				
Software	8,000.00	8,000.00		
TXF to General Fund	62,709.00	62,709.00		
TXF to DSVB	233,072.73	233,072.73		
TXF to Event Center	300,000.00	308,800.00		
Grants	39,885.00	39,885.00		
Total expenses	800,284.23	809,084.23		40,000.00
Balance Forward	556,119.76	547,319.76	507,319.76	(40,000.00)

VISITORS BUREAU

Balance Forward	-	-		
Revenue				
Fees				
- Brewers Fest	1,000.00	1,000.00		
- Wedding Showcase	14,000.00	14,000.00		
Ticket Sales				
- Brewers Fest	12,000.00	12,000.00		
- Dripping with Taste	5,000.00	5,000.00		
- Songwriter's Festival	8,500.00	8,500.00		
Merchandise				
- Brewers Fest	1,000.00	1,000.00		
- Songwriters Festival	5,000.00	5,000.00		
- Eclipse	2,000.00	2,000.00		
Sponsorships & Donations				
- Songwriter's Festival	78,000.00	78,000.00		
Grants	-	-		
TXF from HOT Fund	233,072.73	233,072.73		
Total	359,572.73	359,572.73		-

Expense

Personnel				
- Salaries	144,350.00	144,350.00		
- Taxes	11,546.78	11,546.78		
- Benefits	13,430.08	13,430.08		
- TMRS	8,523.87	8,523.87		
Dues, Fees and Subscriptions	3,525.00	3,525.00		
Advertising & Marketing	20,053.00	20,053.00		
Supplies	1,800.00	1,800.00		
IT Equipment & Support	-	-		
Software	25,260.00	25,260.00		
Training & Education	3,000.00	3,000.00		
Professional Services				
- Marketing Consultant	5,000.00	5,000.00		
Utilities				
- Water				
- Electricity	650.00	650.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	Change
- Phone/Network				
Website	7,150.00	7,150.00		
Office Maintenance/Repairs	13,740.00	13,740.00		
Postage	250.00	250.00		
Other	7,214.00	7,214.00		
Brewers Fest	7,680.00	7,680.00		
Dripping with Taste	4,700.00	4,700.00		
Songwriter's Festival	68,700.00	68,700.00		
Wedding Showcases	13,000.00	13,000.00		
Total expenses	359,572.73	359,572.73		-
Balance Forward	-	-		-

UTILITY FUND

Balance Forward	6,393,898.25	7,196,505.62		
Wastewater Revenue				
TXF from TWDB	14,715,000.00	14,715,000.00		
Wastewater Service	1,478,767.68	1,478,767.68		
Late Fees/Rtn check fees	9,600.00	9,600.00		
Portion of Sales Tax	760,000.00	760,000.00		
Delayed Connection Fees	5,000.00	5,000.00		
Line Extensions				
Transfer fees	-	-		
Overuse fees	335,135.58	335,135.58		
Reuse Fees	204,350.00	204,350.00		
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest				
Other Income				
Water Income				
Developer Reimbursed Costs	927,000.00	994,788.29		
TXF from General Fund				
Total Revenues	18,494,853.26	18,562,641.55	-	-

Expense

Administrative and General Expense:

- Regulatory Expense				
- Planning and Permitting	5,000.00	5,000.00		
Engineering:				
- Engineering & Surveying				
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00		
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00		
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00		
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	5,000.00	5,000.00		
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		
- Parallel West Interceptor Design& Cost				
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00		
- TLAP Renewal application 1732-001	10,000.00	10,000.00		
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00		
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00		
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00		
- Cannon Tract - 1842-001	2,000.00	2,000.00		
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00	
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00	
- Cannon/Cynosure/Double L Water CCN App. - 2007-0	5,000.00	5,000.00	
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00	
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00	
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00	
- Cannon Ranch Gateway Village Plan Review & CPS -	60,000.00	60,000.00	
- TLAP Renewal application			
System Operations and Maintenance:			
- Routine Operations	87,000.00	87,000.00	
- Non-Routine Operations	85,800.00	85,800.00	
- System Maintenance & Repair	24,000.00	166,270.14	
- Chlorinator Maintenance	3,900.00	3,900.00	
- Chlorinator Alarm	1,300.00	1,300.00	
- Odor Control	26,000.00	26,000.00	
- Meter Calibrations	2,730.00	2,730.00	
- Lift Station Cleaning	27,300.00	27,300.00	
- Jet Cleaning Collection lines	27,360.00	27,360.00	
- Drip Field Lawn Maintenance	10,000.00	10,000.00	
- Drip Field Maint & Repairs	20,000.00	20,000.00	
- Drip Field Meter Box Replacement	-	-	
- Lift Station repairs	27,300.00	27,300.00	
- Autodialer Replacement	-	-	
- Lift Station Preventative Maintenance	9,700.00	9,700.00	
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	
- Chemicals	15,000.00	15,000.00	
- Electricity	80,000.00	80,000.00	
- Laboratory Testing			
- Sludge Hauling	150,000.00	150,000.00	
- Phone/Network			
- Supplies	28,500.00	28,500.00	
- Wastewater Flow Measurement	9,000.00	9,000.00	
- Backwash Flow Meter & Check valve	-	-	
- Arrowhead Plant Operations			
- Big Sky Plant Operations	-	-	
Arrowhead Operations and Maintenance:			
- Routine Operations	23,250.00	23,250.00	
- Non-Routine Operations	21,450.00	21,450.00	
- Chlorinator Maintenance	1,500.00	1,500.00	
- Chlorinator Alarm	1,000.00	1,000.00	
- Meter Calibrations	1,200.00	1,200.00	
- Lift Station Cleaning	3,000.00	3,000.00	
- Drip Field Lawn Maintenance	44,000.00	44,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	
- Lift Station repairs	2,500.00	2,500.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	
- Chemicals	13,000.00	13,000.00	
- Electricity	20,000.00	20,000.00	
- Sludge Hauling	39,000.00	39,000.00	
- Supplies	7,500.00	7,500.00	
- Capital Projects	2,029,109.57	2,029,109.57	
Other Expense	85,000.00	85,000.00	
Capital Projects:			

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	
- Road Reconstruction				
- HRTreated Effluent Fill Station	200,000.00	200,000.00		
- Parallel West Interceptor				
- Arrowhead Drain Field	1,800,000.00	1,800,000.00		
Other:				
- Reimbursement to Caliterra Oversize of West Intercept	-	670,464.62		
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00		
- East Interceptor 1951-001	125,000.00	125,000.00		
- Effluent HP 1952-001	175,000.00	175,000.00		
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00		
- WWTP Design Assistance				
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		
Miscellaneous:				
- Consultants and Legal	230,000.00	230,000.00		
TWDB Capital Projects:				
- West Interceptor	2,000,000.00	2,000,000.00		
- South Collector, LS and FM and TE Line	125,000.00	125,000.00		
- East Interceptor	50,000.00	50,000.00		
- Effluent Holding Pond	2,000,000.00	2,000,000.00		
- WWTP	12,000,000.00	12,000,000.00		
Transfer to General Fund				
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00		
Total Expense	22,797,960.57	23,610,695.33	-	-

WATER**Revenue**

Fees:

- Tap Fees				
- Impact Fees				
- Meter Set Fees	5,000.00	5,000.00		
- Disconnect Fees				
- Equipment Fees	36,200.00	36,200.00		
- Inspection Fees	5,000.00	5,000.00		

Rates:

- Base Rate	63,840.00	63,840.00		
- Usage	100,000.00	100,000.00		
- Penalties				

Other Revenues	6,000.00	6,000.00		
----------------	----------	----------	--	--

TXF from Wastewater Fund

	-	-		
Total Revenue	216,040.00	216,040.00		-

Expense

Administrative and General Expense:

- Regulatory Expense	-	-		
- Planning and Permitting	-	-		

System Operations and Maintenance:

- Routine Operations	25,000.00	25,000.00		
- Non Routine Operations	10,000.00	10,000.00		
- System Maintenance & Repair	20,000.00	22,210.11		
- Laboratory Testing	-			
- Supplies	50,000.00	52,368.61		

Operating and Maintenance

	-			
Total Expense	105,000.00	109,578.72		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	
OPERATIONS				
Revenues				
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		
Interest	60,000.00	60,000.00		
TXF from General Fund	-	-		
Total Revenue	329,000.00	329,000.00		-
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	352,560.00	352,560.00		
- Legal Fees	50,000.00	50,000.00		
- Auditing	10,000.00	10,000.00		
- Software	15,313.00	15,313.00		
- IT Equipment & Support	4,340.00	4,340.00		
Systems Operations and Maintenance:				
- Phone/Network	16,250.00	16,250.00		
- Equipment	53,000.00	53,000.00		
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	62,000.00	62,000.00		
- Fleet Maintenance	12,000.00	12,000.00		
- Fuel	20,000.00	20,000.00		
- Laboratory Testing	30,000.00	30,000.00		
Other Expense				
Uniforms	7,470.00	7,470.00		
Training	13,305.00	16,330.51		
Dispatch	3,000.00	3,000.00		
Salaries	527,345.98	527,345.98		
Taxes	42,609.97	42,609.97		
Benefits	59,572.49	59,572.49		
Retirement	30,894.73	30,894.73		
On Call	10,400.00	10,400.00		
Total Expense	1,330,061.17	1,333,086.68		-
CONSOLIDATED UTILITY FUND				
Revenue				
Balance Forward	6,393,898.25	7,196,505.62		
Wastewater	18,494,853.26	18,562,641.55		
Water	216,040.00	216,040.00		
Operations	329,000.00	329,000.00		
Total	25,433,791.50	26,304,187.17		-
Expense				
Wastewater	22,797,960.57	23,610,695.33	-	-
Water	105,000.00	109,578.72	-	-
Operations	1,330,061.17	1,333,086.68	-	-
Total Expense	24,233,021.74	25,053,360.73		-
Balance Forward	1,200,769.76	1,250,826.43		-
TWDB FUND				
Balance Forward	208.34	208.34		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	
Revenues	14,715,000.00	14,715,000.00		
Interest				
Total revenue	14,715,208.34	14,715,208.34		-
Expenses				
Escrow Fees				
Expenses	14,715,000.00	14,715,000.00		
Total Expenses	14,715,000.00	14,715,000.00		-
Balance Forward	208.34	208.34		-

IMPACT FUND

Bal Forward	2,391,506.74	2,391,506.74		
Revenue				
Impact Fees	1,080,150.00	1,080,150.00		
Impact Fee Deposits				
Interest Income	45,000.00	45,000.00		
Total	3,516,656.74	3,516,656.74		-

Expense				
TXF to Debt Service 2015	684,900.76	684,900.76		
TXF to Debt Service 2019	1,043,553.00	1,043,553.00		
TXF to Debt Service 2022	1,195,288.50	1,195,288.50		
Total expense	2,923,742.26	2,923,742.26		-
Total Bal Forward	592,914.48	592,914.48		-

DEBT SERVICE FUND 2015

Bal Forward	845,626.75	845,626.75		
Revenue				
TXF from Impact Fund	684,900.76	684,900.76		
Interest	8,000.00	8,000.00		
Total Revenue	1,538,527.51	1,538,527.51		-

Expenses				
Debt Payment 2015	698,498.56	698,498.56		
Total Expense	698,498.56	698,498.56		-
Balance Forward	840,028.95	840,028.95		-

DEBT SERVICE FUND 2013

Bal Forward	102,323.72	102,323.72		
Revenue				
TXF from HOT	88,487.50	88,487.50		
Interest				
Total	190,811.22	190,811.22		-

Expense				
Tax Series 2013	91,600.00	91,600.00		
Total Expenses	91,600.00	91,600.00		-
Balance Forward	99,211.22	99,211.22		-

DEBT SERVICE FUND 2019

Bal Forward	1,045,641.43	1,045,641.43		
--------------------	---------------------	---------------------	--	--

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	
Revenue				
TXF from Impact Fees	1,043,553.00	1,043,553.00		
Interest				
Total	2,089,194.43	2,089,194.43		-
Expense				
Tax Series 2019	1,013,553.00	1,013,553.00		
Total Expenses	1,013,553.00	1,013,553.00		-
Balance Forward	1,075,641.43	1,075,641.43		-
DEBT SERVICE FUND 2022				
Bal Forward	1,195,288.50	1,195,288.50		
Revenue				
TXF from Impact Fees	1,191,888.50	1,191,888.50		
Interest	-	-		
Total	2,387,177.00	2,387,177.00		-
Expense				
Tax Series 2022	1,195,288.50	1,195,288.50		
Total Expenses	1,195,288.50	1,195,288.50		-
Balance Forward	1,191,888.50	1,191,888.50		-
PEG FUND				
Balance Forward	119,954.90	119,954.90		
Revenues				
TWC	30,000.00	30,000.00		
Interest Income	2,000.00	2,000.00		
Total Revenues	151,954.90	151,954.90		-
Expense				
TXF to Event Center				
Total Expense	-	-		-
Balance Forward	151,954.90	151,954.90		-
RESERVE FUND				
Balance Forward	2,168,884.62	2,168,884.62		
Revenue				
TXF from General Fund	300,000.00	300,000.00		
Interest	23,000.00	23,000.00		
Total	2,491,884.62	2,491,884.62		-
Expense				
Expense				
Total Expense	-	-		-
Balance Forward	2,491,884.62	2,491,884.62		-
TIRZ 1				
Balance Forward	11,632.20	148,754.62		
Revenues				
City AV	248,835.49	181,550.94		
County AV	362,307.49	304,796.06		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	
City for GAP Escrow				
Interest Income				
EPS Reimbursements				
Total Revenue	622,775.18	635,101.62		-
Expense				
TIRZ Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
Legal Fees	-	-		
EPS				
MAS	21,000.00	21,000.00		
HDR	170,625.00	269,625.00		
TJKM - Grant Writing				
Buie - PR				
Misc. Consulting	176,750.00	176,750.00		
Creation Cost Reimbursements				
TXF to GAP Escrow				
Stakeholder Reimbursement	80,325.73	80,325.73		
Total Expense	472,700.73	571,700.73		-
Balance Forward	150,074.45	63,400.89		-
TIRZ 2				
Balance Forward	1,547,461.82	1,232,218.70		
Revenue				
Interest Income	6,500.00			
City AV	419,809.28	347,074.06		
County AV	609,756.54	580,813.70		
Total Revenue	2,583,527.64	2,160,106.46		-
Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
MAS	10,000.00	10,000.00		
HDR	56,875.00	89,875.00		
Misc. Consulting	150,000.00	150,000.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement	20,232.27	20,232.27		
Total Expense	261,107.27	294,107.27		-
Balance Forward	2,322,420.37	1,865,999.19		-
VEHICLE REPLACEMENT FUND				
Balance Forward	161,025.00	161,025.00		
Revenue				
TXF from General Fund	86,010.00	86,010.00		
TXF from DSRP	32,145.00	32,145.00		
TXF from WWU	37,936.00	37,936.00		
Total Revenue	317,116.00	317,116.00		-
Expense				
Vehicle Replacement				
Total Expense	-	-		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #4	Change
Balance Forward	317,116.00	317,116.00		-



DRIPPING SPRINGS Texas

City of Dripping Springs
FY 2025 Tax Rate & Budget Adoption
Important Dates & Deadlines

Approved by Council:

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 2025. Calendar activities in RED note deadlines for staff & 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 the following meetings regarding the Tax Rate and Budget Adoption:

- June 04, 2024: Budget Workshop
- June 18, 2024: Budget Workshop
- July 02, 2024: Budget Workshop
- July 16, 2024: Budget Workshop
- August 06, 2024: Budget Workshop, Set Proposed Tax Rate, and Discussion
- August 20, 2024: Budget Workshop
- September 03, 2024: Budget Workshop, Public Hearings on Tax Rate and Budget, and Possible Adoption of the Budget*
- September 17, 2024: 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 September 17, 2024.*

***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 Committee
- 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 2025 Tax Rate & Budget Adoption
Important Dates & Deadlines

March 5, 2024	City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process
May 17, 2024	City Staff Department Budget Requests Due to Administration (includes individual staff member requests submitted to supervisors and IT related requests)
May 31, 2024	Board, Commission and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads
June 4, 2024	City Council Budget Workshop
June 18, 2024	City Council Budget Workshop
June 28, 2024	Finance files Proposed Budget with City Secretary
July 2, 2024	City Council Budget Workshop
July 16, 2024	City Council Budget Workshop
August 6, 2024	City Council Budget Workshop, Set Proposed Tax Rate, and Discussion
August 15, 2024	Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (<i>Submit for publication August 8, 2024</i>)
August 15, 2024	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 20, 2024	City Council Budget Workshop
September 3, 2024	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 September 17, 2024, City Council meeting</i>)
September 17, 2024	City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate
September 18, 2024	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
September 26, 2024	Publication of Notice of Approved Tax Rate and Budget (<i>Submit for publication on September 19, 2024</i>)

March 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
	CC Meeting: Budget Presentation & Budget Calendar Approval		Historic Preservation Commission Budget Discussion	**Staff obtain proper budget request forms from Finance Director
11	12	13	14	15
Founders Day Commission Budget Discussion		DSRP Board Budget Discussion		
18	19	20	21	22
TIRZ Board Budget Discussion		Parks & Recreation Commission Budget Discussion	Farmers Market Committee Discussion Emergency Management Commission Budget Discussion	
25	26	27	28	29
Transportation Committee Budget Discussion Founders Day Commission Budget Discussion		Economic Development Committee Budget Discussion		Departmental IT budget requests due to City Administrator

Budget Activities

- Finance 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 Administration, Finance & IT and determine any additional costs related to infrastructure. Requests due to Administration & Finance by March 29th.

April 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
			Historic Preservation Commission Budget Discussion	HOT Grant Application Available
← <i>Staff review draft budget requests with supervisors and Finance Director</i> →				
8	9	10	11	12
		DSRP Board Budget Discussion		
← <i>Staff review draft budget requests with supervisors and Finance Director</i> →				
15	16	17	18	19
TIRZ Board Budget Discussion		Parks & Recreation Commission Budget Discussion	Farmers Market Committee Budget Discussion Emergency Management Commission Budget Discussion	
22	23	24	25	26
Transportation Committee Budget Discussion <u>Founders Day Commission Budget Discussion</u>		Economic Development Committee Budget Discussion		
29	30			

***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.

May 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
			Historic Preservation Commission Approve Recommendation	HOT Grant Applications Due
6	7	8	9	10
		DSRP Board Approve Recommendation		
13	14	15	16	17
TIRZ Board Budget Approve Recommendation Founders Day Commission Budget Discussion Approve Recommendation		Parks & Recreation Commission Approve Recommendation	Farmers Market Committee Approve Recommendation Emergency Management Commission Approve Recommendation	City Staff Department Budget Requests Due (Includes individual staff requests)
20	21	22	23	24
Transportation Committee Approve Recommendation		Economic Development Committee Approve Recommendation		
← City Administration Budget Development →				
27	28	29	30	31
				Board, Commission, Committee, & Council Member Budget Recommendations Due
← 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.
- City Staff continues to develop individual and department budget requests and updates them with feedback provided by Administration & Finance. Staff/Departmental requests due by May 17th.
- Administration, Finance & IT work with vendors and staff on options and costs for IT related expenses.
- Administration & Finance draft proposed budget and review with staff and council members as necessary.
- All board, commission, committee, and council member recommendations due to Administration & Finance by May 31st.

June 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
	CC Meeting: Budget Workshop			HOT Grant Program Recommendation Due
← Budget Review w/Mayor →				
10	11	12	13	14
Founders Day Commission Approve Recommendation	CC Special Called Workshop			
← Budget Review w/Mayor →				
17	18	19	20	21
	CC Meeting: Budget Workshop			
← Budget Review w/Mayor →				
24	25	26	27	28
				Proposed Budget Filed with City Secretary & Post to Website

Budget Activities

- Administration & Finance begin budget review with the Mayor.
- City Council holds 1st budget workshop to review and discuss proposed budget on June 4th.
 - Review of Budget Process – Review of Assumptions
- City Council holds 2nd budget workshop to review and discuss proposed budget on June 18th.
 - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds
- Finance files proposed budget with City Secretary on June 28th.
- City Secretary posts proposed budget on city website and copy given to reception for public inspection.

July 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
	CC Meeting: Budget Workshop			
8	9	10	11	12
15	16	17	18	19
	CC Meeting: Budget Workshop			
22	23	24	25	26
			Certified Tax Rolls Due	
29	30	31		

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 3rd Budget Workshop on July 2nd.
 - Review of Utilities, Impact Fees & TWDB project.
- City Council holds 4th Budget Workshop on July 16th
 - Review of Parks (General Fund), DSRP, Parkland Dedication & Development & HOT

August 2024

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

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 5th Budget Workshop on August 6th.
 - Review of outstanding or requested items.
- Council sets Proposed Tax Rate on August 6th.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on August 8th for publication on August 15th.
- City Secretary & Communications begin continuous notification of public hearing on city website on August 15th.
- City Council holds 6th Budget Workshop on August 20th.
 - Review of outstanding or requested items.

September 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
	CC Meeting: Budget Workshop Public Hearing on Tax Rate & Budget			
9	10	11	12	13
16	17	18	19	20
	CC Meeting: 2nd Public Hearing on Tax Rate & Budget Budget Adoption Tax Rate Ratification & Adoption	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				

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 7th Budget Workshop on September 3rd.
- Council holds public hearings for Proposed Tax Rate & Budget on September 3rd.
- City Council adopts Budget and Tax Rate on September 17th.
- Finance Director prepares Approved Budget for Fiscal Year 2025 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on September 19th for publication on September 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: March 5, 2024

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

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

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: **Amendments**

This amendment is a companion to the Emergency Management Committee amendment approved February 20, 2024, changing the commission to a committee.

1. Section 1.02.045 of the Code of Ordinances is currently written as *City council boards and commissions*, and to make this section description more accurate for the items therein, it is advisable that the city council amend this to read *City council committees*.
2. Section 1.02.045(a) states that the mayor shall appoint members of the city council to committees to act as liaisons to those respective committees. With the amendment to Emergency Management from a commission to a committee, it is advisable that city council add this committee to the existing list.

Mayoral Committee Appointments

Each year following the uniform election the mayor appoints members of the city council to areas of oversight where the council member serves as a liaison to that area. Currently, Council member Geoffrey Tahuahua is appointed to public health and safety where he attends Emergency Management meetings and acts as the city council liaison to the committee.

**Recommended
Council Actions:**

Staff recommends approval of the Ordinance amending Section 1.02.045(a), and the appointment of Council Member Geoffrey Tahuahua to serve as the chair of the Emergency Management Committee.

Attachments:

- 1. Ordinance amendment code section
- 2. Attachment “A”, redlined code section

Next Steps/Schedule:

- 1. Submit ordinance for publication and codification.
- 2. Update committee roster
- 3. Notify committee and update agenda template

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-___

AN ORDINANCE AMENDING CHAPTER 1 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING ARTICLE 1.02 CITY COUNCIL, DIVISION 2 MEETINGS, AND PROVIDING FOR THE FOLLOWING; FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to facilitate business and residential growth by providing for adequate transportation to the Dripping Springs area; and

WHEREAS, the City benefits from the perspective and knowledge of staff, officials, and residents of the City; 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.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 1, Article 1.02 of the City of Dripping Springs Code of Ordinances, Division 2. Meetings is amended so to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 5th day of March 2024, 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

CODE OF ORDINANCES
CHAPTER 1 – GENERAL PROVISIONS
ARTICLE 1.02. – CITY COUNCIL
DIVISION 2. - MEETINGS

Sec. 1.02.045. City council ~~boards and commissions~~ committees.

- (a) The mayor shall appoint councilmembers, following each municipal election, to the following council committees. These appointed councilmembers shall act as liaisons from their respective committee(s) to the city council.
- (1) Economic development committee.
 - (2) Transportation committee.
 - (3) Farmers market committee.
 - (4) Emergency management committee.
- (b) The mayor shall appoint councilmembers, following each municipal election, to the following areas of oversight:
- (1) Parks.
 - (2) Public health and safety.
 - (3) Utilities.
 - (4) Finance.
 - (5) Transportation and streets.
 - (6) Community events and services.

(Ordinance 2019-22, adopted 7/9/19)