



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, October 20, 2020 at 6:00 PM

VIDEOCONFERENCE MEETING

This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at acunningham@cityofdrippingsprings.com no later than 3:00 PM on the day the meeting will be held.

The City Council respectfully requests that all microphones and webcams be disabled unless you are a member of the City Council or Board of Adjustment. City staff, consultants and presenters please enable your microphone and webcam when presenting to the City Council or Board of Adjustment.

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/81300841022?pwd=MkpHTXZCQVcyVzhsZ2lHSnFoY0Ridz09>

Meeting ID: 813 0084 1022

Passcode: 771426

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

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

Join by Skype for Business: <https://us02web.zoom.us/skype/81300841022>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller
City Secretary Andrea Cunningham
Senior Planner Amanda Padilla
Emergency Management Coordinator Roman Baligad
Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

CONSENT AGENDA

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

- 1. Approval of a Resolution Authorizing the Execution of an Advance Funding Agreement (AFA) with Texas Department of Transportation for a Transportation Alternatives Set-Aside (TASA) Project.**

BUSINESS AGENDA

- 2. Discuss and consider approval of an Ordinance Amending Article 28.04 Site Development adding Section 28.04.025 License to Encroach including establishing the fee for License to Encroach applications.**
- 3. Discuss and consider action on Reopening Plan for City Hall staff and for open meetings.**
- 4. Discuss and consider Options related to Development Density.**

EXECUTIVE SESSION AGENDA

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

- 5. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 6. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 7. Consultation with City Attorney and Deliberation of Real Property related to real property associated with the Town Center Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 8. Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, easements, and density of development.** *Consultation with Attorney, 551.071*

UPCOMING MEETINGS

City Council Meetings

November 10, 2020 at 6:00 p.m.

November 17, 2020 at 6:00 p.m.

Board, Commission & Committee Meetings

October 26, 2020 Transportation Committee at 3:30 p.m.

October 27, 2020 Planning & Zoning Commission at 6:30 p.m.

October 28, 2020 Economic Development Committee at 4:00 p.m.

November 2, 2020 Parks & Recreation Commission at 6:00 p.m.

November 4, 2020 DSRP Board at 12:00 p.m.

November 4, 2020 Utility Commission at 4:00 p.m.

November 5, 2020 Historic Preservation Commission at 4:00 p.m.

November 9, 2020 TIRZ No. 1 & No. 2 Board at 4:00 p.m.

November 9, 2020 Founders Day Commission at 6:30 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

Due to the Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be gathered in one place, and this meeting will be conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **October 16, 2020 at 5:00 p.m.***

City Secretary

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



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

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 10/20/2020

Agenda Item Wording: **Approval of a Resolution authorizing the execution of an Advance Funding Agreement (AFA) with Texas Department of Transportation for a Transportation Alternatives Set-Aside (TASA) Project.**

Agenda Item Requestor: Council Member Crow

Summary/Background: In January of 2020, TxDOT authorized funding of two sidewalk projects in the City of Dripping Springs through the Transportation Set Aside Grant Program. City Council authorized City staff to negotiate an Advance Funding Agreement with TxDOT so the project can be initiated. This is for the Mayor to approve the resolution. The timeline for the project will not begin until 2021 but TxDOT requires the AFA to be executed this year.

The total cost of the project is estimated at \$2,087,605. The Federal cost participation is \$1,670,084 leaving an estimated \$417,521 local (City) participation.

A projected timeline has been attached to the packet for both the TASA projects awarded to the City.

Commission Recommendations: N/A

Recommended Council Actions: City staff recommends approval.

Attachments: Agreement

Next Steps/Schedule: The Mayor will execute the agreement for the City and City staff will implement and move forward with the Project.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2020-R _____

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

WHEREAS, on January 30, 2020, via Minute Order 115662, the Texas Transportation Commission authorized the DRIPPING SPRINGS MIDDLE SCHOOL project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

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

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

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

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

1. The City Council authorizes and directs the Mayor to execute on behalf of the City an Advanced Funding Agreement with the Texas Department of Transportation for a Transportation Alternatives Set-Aside Project.
2. The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.
3. The 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 20th day of October 2020.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

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CSJ #	0914-33-088	CFDA No.	20.205	
District #	14-AUS	CFDA Title	Highway Planning and Construction	
Code Chart 64 #	12120-City of Dripping Springs			
Project Name	Dripping Springs Middle School SUP and Sidewalks	<i>AFA Not Used For Research & Development</i>		

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

WITNESSETH

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

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

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

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

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

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

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Dripping Springs Middle School SUP and Sidewalks (Project), and

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WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 115662 (MO) dated January 30, 2020 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **09/08/2020** which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project Location Map, which is attached to and made a part of this Agreement, and

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

AGREEMENT

1. Period of Agreement and Performance

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

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of construction of a safe walking route to/from Dripping Springs Middle School. The project begins at Dripping Springs Middle School, travels east towards Old Highway 290 to Roger Hanks Parkway and Broken Lance Road and will construct new sidewalks, safety buffer, a shared use path, and safe crossing infrastructure east of the middle school at U.S. Highway (US) 290.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

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

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures

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

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

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unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State’s estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State’s written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the “Texas Department of Transportation”. The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State’s notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. State will not pay interest on any funds provided by Local Government.

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- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

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

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5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

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

6. Remedies

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

7. Utilities

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

8. Environmental Assessment and Mitigation

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

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

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

9. Compliance with Accessibility Standards

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

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT’s Bridge Design Manual and AASHTO’s Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for

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review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

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

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

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for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

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

13. Right of Way and Real Property Acquisition

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

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Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

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

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operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

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

14. Insurance

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

15. Notices, Invoices, Payments, and Project Inquiries

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

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

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

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

Texas Department of Transportation
ATTN: Jorge A. Millan, P.E., CFM
Transportation Engineer
Austin District – South Austin Area Office
9725 South IH 35
Austin, Texas 78744

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

County: Hays
Local Government: City of Dripping Springs
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Highway or Roadway: Old Highway 290

16. Legal Construction

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

17. Responsibilities of the Parties

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

18. Ownership of Documents

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

19. Document and Information Exchange

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

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20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

26. Pertinent Non-Discrimination Authorities

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

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

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

27. Disadvantaged Business Enterprise Program Requirements

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

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Enterprise by Entity, and attachments found at web address:

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

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

28. Debarment Certifications

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

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

29. Lobbying Certification

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

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

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

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

30. Federal Funding Accountability and Transparency Act Requirements

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

31. Single Audit Report

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

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

32. Signatory Warranty

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

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

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

**ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT**

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2020-R40

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

WHEREAS, on January 30, 2020, via Minute Order 115662, the Texas Transportation Commission authorized the DRIPPING SPRINGS MIDDLE SCHOOL project (the "Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

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

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

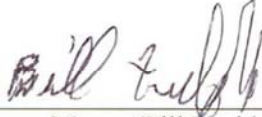
WHEREAS, the City of Dripping Springs City Council desires to reaffirm its support of the Project and approve and authorize the negotiation and execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

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

PASSED AND APPROVED this, the 8thd day of September 2020, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Mayor, Bill Foulds, Jr.

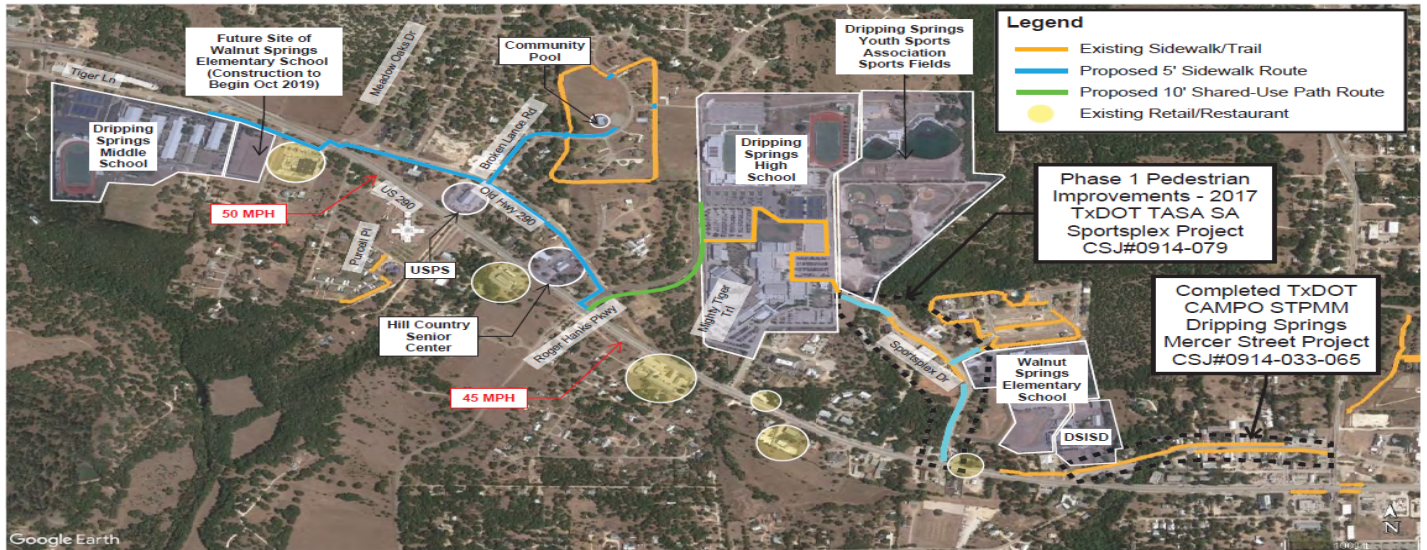
ATTEST:



Andrea Cunningham, City Secretary

ATTACHMENT B PROJECT LOCATION MAP

City of Dripping Springs DSMS to DSHS SRTS Shared-Use Path/Sidewalk Project Project Location Map



Dripping Spr Middle School SRTS SUP/Sidewalk Project along US Hwy 290 from DSpr High School to DSpr Middle School Project # 0_AUS_Dripping Springs03_SRTS-TA_Dripping Springs MS SUP & Sidewalk

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

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$						
Eligible In-Kind Contribution Value	\$						
Total Construction Value (sum of construction cost and in-kind value)	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$0		\$0		\$0		\$0
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$1,558,560						
Eligible In-Kind Contribution Value	\$295,262						
Total Construction Value (sum of construction cost and in-kind value)	\$1,853,821	80%	\$1,483,057	0%	\$0	20%	\$370,764
Work by State Subtotal	\$1,853,821		\$1,483,057		\$0		\$370,764

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$35,068	80%	\$28,054.07	0%	\$0	20%	\$7,014
Environmental Cost ¹	\$23,378	80%	\$18,702.72	0%	\$0	20%	\$4,676
Right of Way ¹	\$7,014	80%	\$5,610.81	0%	\$0	20%	\$1,403
Utilities ¹	\$4,676	80%	\$3,740.51	0%	\$0	20%	\$935
Construction ²	\$163,649	80%	\$130,919	0%	\$0	20%	\$32,730
Direct State Costs Subtotal	\$233,784	80%	\$187,027	0%	\$0	20%	\$46,757
Indirect State Cost	\$70,447		\$0	100%	\$70,447		\$0
TOTAL PARTICIPATION	\$2,158,052		\$1,670,084		\$70,447		\$417,521
In-kind Contribution Credit Applied						100%	\$295,262
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$122,259

- The estimated total participation by Local Government is \$417,521, plus 100% of overruns.
- Total estimated payment by Local Government to State is \$122,259.
- ¹Local Government's first payment of \$14,027 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$108,232 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$1,670,084.

ID	Task Name	Duration	Start	Finish	Timeline																																														
					f 1, 2021					Half 2, 2021					Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half 1, 2024					Half 2, 2024											
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
1	Rob Shelton Blvd Pedestrian Sidewalk Project	546 days	Mon 3/1/21	Mon 4/3/23	[Gantt bar from 3/1/21 to 4/3/23]																																														
2	Contract Execution (NTP)	0 days	Mon 3/1/21	Mon 3/1/21	◆ 3/1																																														
3	Design Survey (D&A)	20 days	Mon 3/1/21	Fri 3/26/21	[Gantt bar from 3/1/21 to 3/26/21]																																														
4	Environmental Documents and Permitting	218 days	Mon 3/1/21	Wed 12/29/21	[Gantt bar from 3/1/21 to 12/29/21]																																														
32	PS&E Design	241 days	Mon 3/29/21	Mon 2/28/22	[Gantt bar from 3/29/21 to 2/28/22]																																														
33	30% Design	64 days	Mon 3/29/21	Thu 6/24/21	[Gantt bar from 3/29/21 to 6/24/21]																																														
43	60% Design	102 days	Fri 6/25/21	Mon 11/15/21	[Gantt bar from 6/25/21 to 11/15/21]																																														
50	90% Design	52 days	Tue 11/2/21	Wed 1/12/22	[Gantt bar from 11/2/21 to 1/12/22]																																														
57	Final Design	33 days	Thu 1/13/22	Mon 2/28/22	[Gantt bar from 1/13/22 to 2/28/22]																																														
62	FPAA - Letting	1 day	Tue 3/1/22	Tue 3/1/22																																															
63	Ready To Let	1 day	Tue 3/1/22	Tue 3/1/22																																															
64	Project Letting	0 days	Mon 6/13/22	Mon 6/13/22	◆ 6/13																																														
65	Pre-construction Meeting	0 days	Mon 8/8/22	Mon 8/8/22	◆ 8/8																																														
66	Construction	160 days	Tue 8/9/22	Mon 3/20/23	[Gantt bar from 8/9/22 to 3/20/23]																																														
67	Construction Closeout	10 days	Tue 3/21/23	Mon 4/3/23	[Gantt bar from 3/21/23 to 4/3/23]																																														
68	Middle School STRS/TA SUP/Sidewalk Project	596 days	Mon 9/5/22	Mon 12/16/24	[Gantt bar from 9/5/22 to 12/16/24]																																														
69	Contract Execution (NTP)	0 days	Mon 9/5/22	Mon 9/5/22	◆ 9/5																																														
70	Design Survey (D&A)	20 days	Mon 9/5/22	Fri 9/30/22	[Gantt bar from 9/5/22 to 9/30/22]																																														
71	Environmental Documents and Permitting	218 days	Mon 9/5/22	Wed 7/5/23	[Gantt bar from 9/5/22 to 7/5/23]																																														
99	PS&E Design	241 days	Mon 10/3/22	Mon 9/4/23	[Gantt bar from 10/3/22 to 9/4/23]																																														
100	30% Design	64 days	Mon 10/3/22	Thu 12/29/22	[Gantt bar from 10/3/22 to 12/29/22]																																														
110	60% Design	102 days	Fri 12/30/22	Mon 5/22/23	[Gantt bar from 12/30/22 to 5/22/23]																																														
117	90% Design	52 days	Tue 5/9/23	Wed 7/19/23	[Gantt bar from 5/9/23 to 7/19/23]																																														
124	Final Design	33 days	Thu 7/20/23	Mon 9/4/23	[Gantt bar from 7/20/23 to 9/4/23]																																														
129	FPAA - Letting	1 day	Tue 9/5/23	Tue 9/5/23																																															
130	Ready To Let	1 day	Tue 9/5/23	Tue 9/5/23																																															
131	Project Letting	0 days	Mon 12/18/23	Mon 12/18/23	◆ 12/18																																														
132	Pre-construction Meeting	0 days	Mon 2/12/24	Mon 2/12/24	◆ 2/12																																														
133	Construction	210 days	Tue 2/13/24	Mon 12/2/24	[Gantt bar from 2/13/24 to 12/2/24]																																														
134	Construction Closeout	10 days	Tue 12/3/24	Mon 12/16/24	[Gantt bar from 12/3/24 to 12/16/24]																																														



License to Encroach Application and Utility Providers' Consent Form

The purposes of a license to encroach are: 1. To determine the potential impacts of proposed encroachments into a City Property, right-of-way, or easement; and 2. To execute a license agreement between the encroaching property owner and the City of Dripping Springs regarding the improvements to be constructed, or which are constructed, on City property, right-of-way, or easement. When proposing to encroach into an easement or right-of-way, any additional utility companies who are entitled to use the easement or right-of-way must be notified and must consent to the encroachment. A list of the utility companies and each representative is included in this form for your convenience as well as a signature blocks for their approvals. All applicable signature blocks must be completed by the respective utility companies prior to submittal of the License to Encroach application. A separate form is required for each property.

Check one: License to Encroach into Easement License to Encroach into Right-of-Way

Property Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Legal Description: _____

Deed Reference (Document Number): _____

Owner's Name (or Corporate Entity): _____

Applicant's Information (If different from the owner)

Name: _____ Company: _____

Mailing Address: _____

Phone number _____ Email: _____

By signing this application I acknowledge that even with a license to encroach, anything constructed under this license could be required to be removed by a utility provider, the City, or anyone with a right to use an easement or right-of-way. The cost to remove and replace or reconstruct the facility will be borne by the property owner at the time of request. Any license to encroach shall be provided to any future purchaser of a piece of property. Should a license to encroach cease to be needed due to release or removal of right-of-way or easement, the license shall become void.

Applicants Signature: _____ Date: _____



License to Encroach Application and Utility Providers' Consent Form

Description and Reason for Current or Proposed Encroachment:

Please attach a site plan which shows where current or proposed utility lines run, where right-of-way and easements are located and where the proposed or current encroachment is located. The fee for this application is the same as a Vacation/Right-of-Way as listed in the Fee Ordinance.

Utility Provider Acknowledgements:

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of Dripping Springs, that portion of the public utility easement or right-of-way sought for license in the Application for License to encroach into said public utility easement or right-of-way, do hereby consent to the license to encroach into the described portion of said utility easement or right-of-way.

By signing this document the utility contact consents to placement of an encroachment in an area designated for their use and that the contact is authorized to approve this request. Letters can also be attached separately to this document to show consent.



Electric Utility Provider N/A
Provider: _____
Printed Name: _____
Title: _____
Signature: _____

Communications Utility Provider N/A
Provider: _____
Printed Name: _____
Title: _____
Signature: _____

Water Utility Provider N/A
Provider: _____
Printed Name: _____
Title: _____
Signature: _____

Sewer Utility Provider N/A
Provider: _____
Printed Name: _____
Title: _____
Signature: _____

Gas Utility Provider N/A
Provider: _____
Printed Name: _____
Title: _____
Signature: _____

Other Utility Provider N/A
Provider: _____
Printed Name: _____
Title: _____
Signature: _____

Utility Provider Contact Information:

Utility providers change their staff responsible for reviewing requests and may not service the area in which your property is located. Therefore, if you are unaware of the contact information for the appropriate utility providers in your area please reach out to the Dripping Springs Planning Department.

Planning Department

Planning@cityofdrippingsprings.com

(512) 858-4725

511 Mercer Street

Dripping Springs, Texas 78620

CITY OF DRIPPING SPRINGS

ORDINANCE 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING ARTICLE 28.04 SITE DEVELOPMENT ADDING SECTION 28.04.025 LICENSE TO ENCROACH; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION AND AMENDMENTS, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

WHEREAS, the Dripping Springs City Council (“City Council”), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations 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 Chapters 212, to protect the public health, safety, and welfare, the City Council has determined that protecting rights-of-way and easements is a priority for the City; and

WHEREAS, the City Council has determined that the adoption of a process to allow a license to encroach in certain instances where utility and other functions are not harmed by such encroachment provides appropriate flexibility to property owners; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law.

WHEREAS, the City Council finds that it is in the best interest of the City and its residents to adopt the amendment to the Site Development Code.

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. ADOPTION AND AMENDMENTS

The City Council hereby adds Section 28.04.025.

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

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 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.

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.

NOW THEREFORE, BE IT ORDAINED BY THE City Council of the City of Dripping Springs, Texas:

PASSED & APPROVED this, the 20th day of October 2020, 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

ATTACHMENT "A"

28.04.025 License to Encroach

- (a) Purpose. The purpose of a license to encroach is to determine the potential impacts of proposed improvements, structures, facilities, and encroachments into a public street, roadway, sidewalk, right-of-way, or easement in order to maintain their safety, mobility, and operational functionality.
- (b) Applicability. A license to encroach, in the procedures provided for in this section, is required for the following:
- (1) Encroachments of new improvements including air conditioning pads, fences, roof overhangs, and other small improvements that do not include dwellings or other buildings into a public street, roadway, sidewalk, or right-of-way within the city limits and easements located within the City limits or the extra-territorial jurisdiction. Only licenses to encroach for improvements related to platted easements that were recorded on or before the effective date of this ordinance may be considered. No application for license to encroach will be considered for any easement either platted after the effective date of this ordinance or dedicated by other instrument.
 - (2) Existing improvements, structures, facilities, and encroachments into a public street, roadway, sidewalk, or right-of-way within the City limits and easements located within the City limits or the extra-territorial jurisdiction where the encroachment existed at the time of the effective date of this ordinance.
- (c) Those improvements, as defined above, that encroach into a public street, roadway, or sidewalk shall obtain approval from the city council, in addition to this license, other than applications for driveways and utility cut permits which shall continue to be processed as detailed in Chapter 28 of the code of ordinances.
- (d) Review of a license to encroach shall be done by the development review committee. The decision of the development review committee shall be final. Any request for a license to encroach shall be accompanied by an application approved by the city, any required signatures, and the fee as set by city council as a Vacation of Easement/Right-of-Way plus reimbursement of consultant fees, if any. The application shall be accompanied with a letter of consent or signature for the water, electric, and wastewater utility (if any) when an encroachment will extend into an area used or which could be used in the future by the utility. If the applicant does not provide these signatures, the applicant shall provide information on which utilities do not have a right of access or use for the easement or right-of-way in question.
- (e) Criteria for Approval.
No license to encroach will be denied unless it is determined by the development review committee that the proposed location or type of improvement will negatively impact the function of the public street, roadway, sidewalk, right-of-way, or easement or have an adverse effect upon the health, safety, or welfare of the general public or an easement holder denies encroachment. In making this determination, the following will be evaluated:
- (1) The proposed encroachment into a public street, roadway, sidewalk, right-of-way, or easement by any person shall not interfere with the lawful use thereof.

(2) Any proposed construction within a public street, roadway, sidewalk, right-of-way, or easement shall be in accordance with this code, the city's adopted construction standards, and any other applicable ordinances and regulations.

(3) At any time during the construction of any structure within a public street, roadway, sidewalk right-of-way, or easement:

(A) The applicable public street, roadway, or sidewalk shall be kept open for vehicular and pedestrian traffic in a reasonable manner and sidewalks shall not be obstructed as to prevent the use thereof by pedestrians;

(B) Dirt and other material removed from the construction of any structure within a public street, roadway, sidewalk, right-of-way or easement shall not be allowed to remain on the street or sidewalk and shall be removed immediately at the sole cost, risk, liability, and expense of the licensee;

(C) All excavations and obstructions of any kind that take place during the period of the licensee's construction shall be properly barricaded and well-illuminated during the night, subject to the approval of the Building Official.

(f) Submission Requirements.

The development review committee may determine further studies will be required. Such studies may include, but are not limited to, an engineering study, which may be required at the determination of the city engineer. Only the elements of an engineering study that are necessary to answer specific questions that arise during the review process will be required for submittal.

(g) Responsibility for Final Action.

The development review committee is responsible for final action on licenses to encroach into an easement. For those requests that encroach into a public street, roadway, sidewalk, or right-of-way, final approval shall be obtained from the city council, other than applications for driveways and utility cut permits which shall continue to be processed as detailed in Chapter 28 of the code of ordinances.

(h) Expiration.

The City shall provide written notice at least 90 days in advance to the licensee, its representatives, successors, or assigns, to take possession of and use all or any part of the licensed area in the event that such use be reasonably desired or needed by the city for street, sewer, transportation, or any other public or municipal use or purpose. During such time, it is the responsibility of the licensee, its representatives, successors or assigns to remove the encroachment(s). In such an event, the City shall have the right to cancel the revocable license as to that portion of the licensed area so designated and required by the City.



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

Submitted By: Laura Mueller, City Attorney; Roman Baligad, Emergency Management Coordinator

Council Meeting Date: October 20, 2020

Agenda Item Wording: Discuss and consider action on reopening plan for City Hall staff and for open meetings.

Agenda Item Requestor: Bill Foulds, Jr., Mayor

Summary/Background: The Emergency Management Coordinator and I worked on these plans in order to provide a path forward for reopening City Hall and City Meetings in a safe way. We have been successful for our virtual meetings, but some have asked for in person meetings which also have value.

Staff feels that with the COVID-19 policies that we have come up with for opening City Hall will protect both city staff and the public from unintentionally spreading or contracting the virus. Traffic flow during a normal business day is fairly light that COVID-19 policies will be easy to enforce by staff. Reports from other city and other government offices have stated that there has been a voluntary compliance of COVID -19 policies on behalf of the public when conducting business.

Commission Recommendations: N/A

Recommended Council Actions: Approval or approval with modifications.

Attachments: City Hall Reopening Plan and Open Meetings Reopening Plan.

Next Steps/Schedule:

If passed, reopen city hall for staff and meetings. We will work on making facilities easier to sanitize. We will also provide face coverings for those who need them. Finally, we will provide the tools necessary for self-assessment of COVID-19 symptoms.



CITY OF DRIPPING SPRINGS

CITY HALL-MEETINGS RE-OPENING PLAN

City Council and other Meetings shall include an in-person option starting on November 10, 2020

1. Meetings will continue to be broadcast to Zoom to allow participation by appointed and elected officials, staff, and the public virtually.
2. While there will not be a limit on the number of public participants at Open Meetings, other than what is required by fire code, the City will still encourage participants to maintain a 6 foot social distance between participants.
3. Additional rooms with Zoom will be set up as needed.
4. Each participant will wear a face covering and will be subject to COVID-19 procedures including temperature checks and hand sanitization, among others.
5. No participant will be allowed to enter or remain in the building if they are not wearing a face covering or have symptoms of COVID-19.
6. Paper agendas will be available at the meeting, but no sign-up sheet will be used. Public will be encouraged to sign up to speak electronically prior to the meeting.
7. No paper handouts will be passed out at the meeting and must be submitted electronically prior to any meeting.
8. Limited access to bathrooms is available.

Please plan to attend the meeting virtually if you are concerned about a positive test result or exposure to an individual who has a positive test result.

These rules and openings will continue to be monitored and may be changed at any time. Please check our website at www.cityofdrippingsprings.com for updates.



City Hall Reopening Plan

Appointments at City Hall will recommence on November 9, 2020

Policies:

- Face covering use and COVID-19 procedures including temperature checks and hand sanitization will be required by the public.
- Face covering use for employees is required when 6-foot social distancing cannot be maintained.
- No public access to the offices or cubicle areas unless accompanied by an employee.
- All in-person meeting requests must be received no less than 2 business days in advance and will be scheduled based on staff availability.
- Stagger meetings between the two conference rooms. Conference rooms will not be used at the same time. Do not want the potential of up to 8 people interacting in the lobby.
- Conference rooms will be cleaned after every meeting.
- Encourage the public to continue to utilize on-line meetings or conference calls with staff.
- Continue with a work from home schedule for employees that can do so.
- If you feel sick contact your supervisor and stay home.
- Employees are required to go through the Individual Minimum Standards Health Protocol Checklist when they enter the building and are required to take their temperature.
- Employees or the public with a temperature of 100 degrees or more are not allowed to remain in the building.
- No participant will be allowed to enter or remain in the building if they are not wearing a face covering.
- Meetings will be rescheduled if an individual, employee, or participant, is showing any symptoms of illness.
- The City Administrator or designated City Representative decision regarding cancelling a meeting will be final.

Physical actions that we are taking:

- Free standing signs in front lobby to remind visitors to social distance.
- Increase disinfecting and cleaning high touch areas regularly throughout the day.
- Put the copier behind the receptionist desk on a shelf or cabinet and slide it over so that it is not directly behind receptionist desk.
- Clearly marking sanitizing stations.
- Replace sliding permitting window with a full plexiglass window and cut out to pass documents through.
- Hang an "Employees Only" sign on the building/permitting office door.
- Performing maintenance on the permitting county to make it easier to disinfect.
- Face coverings are available at the receptionist desk.
- An Individual Minimum Standards Health Protocol Checklist and thermometer are at the receptionist desk.

Please reschedule a meeting if you are concerned about a positive test result or exposure to an individual who has a positive test result.

AWARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.AWARDLANDSURVEYING.COM (512) 337-2384
TSPS TRM F0174339 P. V0033309 V00333_Plan-Rev-10-11 1 OF 4

**REPLAT OF LOT 2E, BLOCK C,
POUNDRIDGE HILLS SECTION 2
City of Dripping Springs
Hays County, Texas**

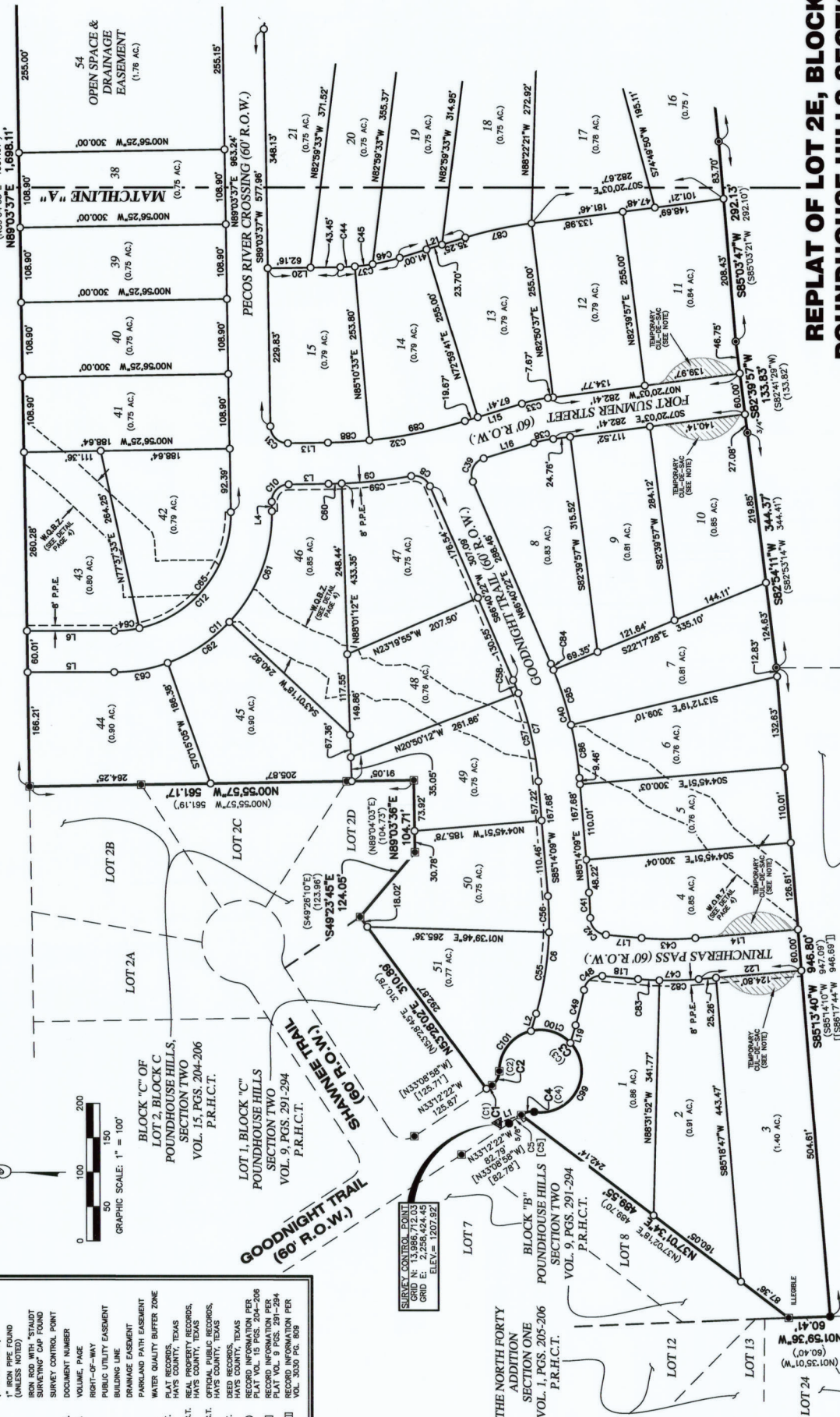
TEMPORARY CUL-DE-SAC NOTE:
THESE TEMPORARY CUL-DE-SACS WILL BE
REMOVED AND THE ADJACENT TRACTS
HAVE DEVELOPED AND CONNECTED THEIR ROADS.

**PHILIP A. SMITH
SURVEY NO. 26,
ABSTRACT NO. 415**

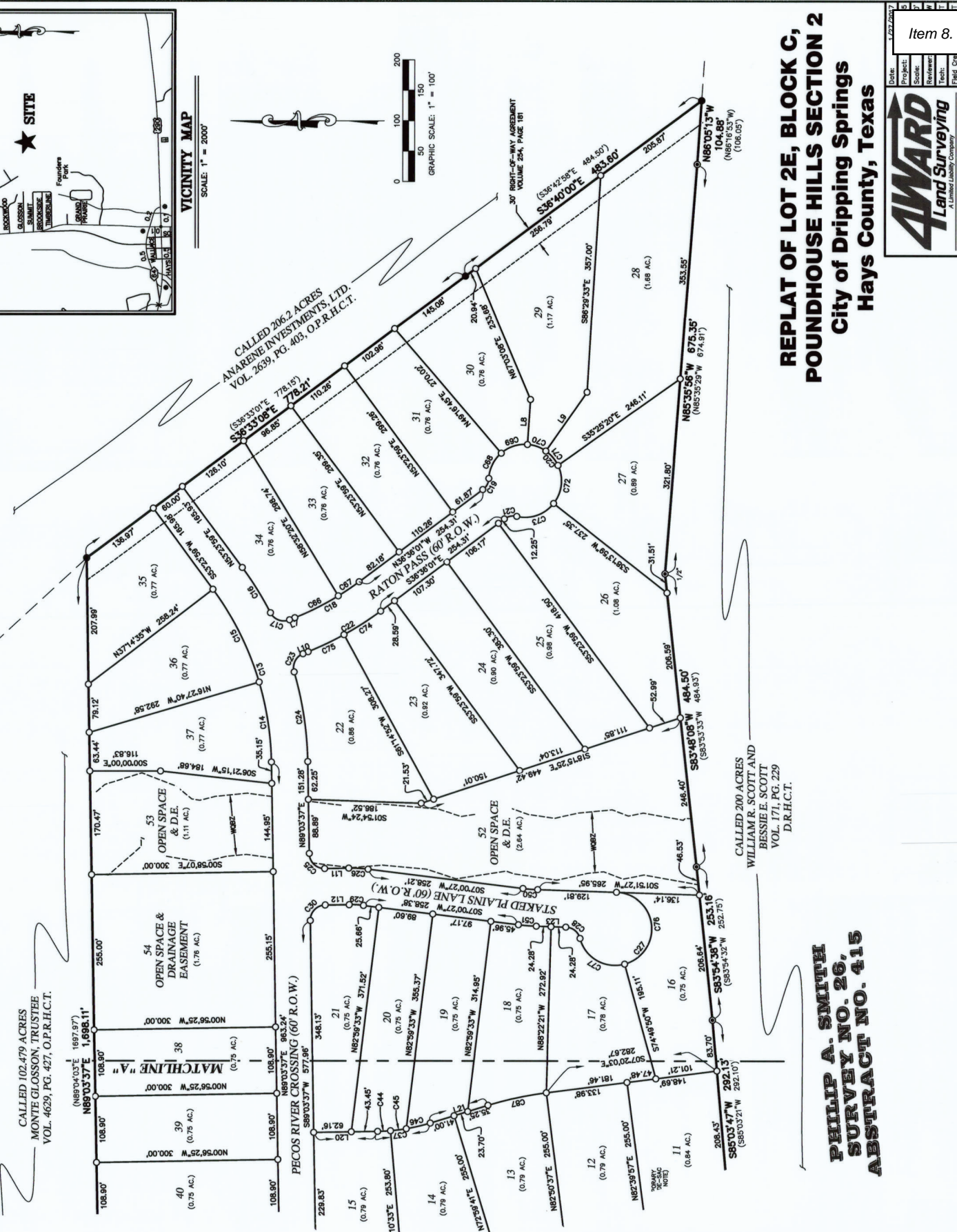
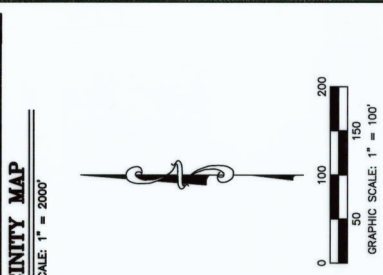
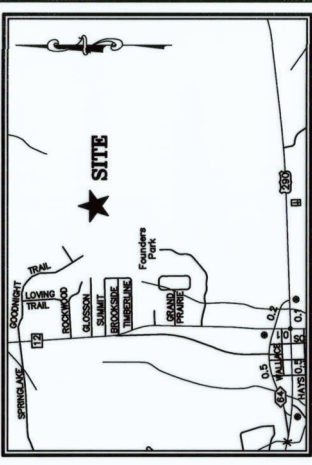
CALLLED 17.185 ACRES
H.C. CARTER
VOL. 3030, PG. 809
O.P.R.H.C.T.

THE NORTH FORTY
ADDITION
SECTION TWO &
RESUBDIVISION OF LOT 25,
THE NORTH FORTY
ADDITION, SECTION 1
VOL. 2, PGS. 17-18, P.R.H.C.T.

CALLLED 102.479 ACRES
MONTE GLOSSON, TRUSTEE
VOL. 4629, PG. 427, O.P.R.H.C.T.



LEGEND	
—	PROPERTY LINE
- - -	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "WARD-581" CAP SET
●	1/2" IRON ROD FOUND
○	1" IRON PIPE (LAND UNLESS NOTED)
○	IRON ROD WITH "STALUD SURVEYING" CAP FOUND (UNLESS NOTED)
○	DOCUMENT NUMBER
DOC. NO.	VOLUME, PAGE
VOL./PG.	RIGHT-OF-WAY
R.O.W.	PUBLIC UTILITY EASEMENT
P.U.E.	BUILDING LINE
B.L.	DRAINAGE EASEMENT
D.E.	PARKLAND PATH EASEMENT
P.P.E.	PARKLAND PATH BUFFER ZONE
M.G.B.Z.	PLAT RECORDS, TEXAS
P.R.H.C.T.	HAYS COUNTY, TEXAS
R.P.R.H.C.T.	DEED RECORDS, TEXAS
D.R.H.C.T.	HAYS COUNTY, TEXAS
(.....)	PLAT VOL. 15 PGS. 204-206
[.....]	RECORD INFORMATION PER PLAT VOL. 9 PGS. 291-294
[.....]	RECORD INFORMATION PER VOL. 3030 PG. 809



LINE #	DIRECTION	LENGTH
L1	N18°52'18"W	35.97'
L2	N75°42'54"W	26.33'
L3	S00°48'02"E	57.87'
L4	N80°03'37"E	13.75'
L5	N00°00'00"E	128.24'
L6	N00°00'00"E	127.23'
L7	N21°45'32"W	9.39'
L8	S86°05'18"E	74.16'
L9	S85°01'22"E	118.24'
L10	S21°45'32"E	9.15'
L11	S00°56'23"E	39.78'
L12	S00°56'23"E	39.61'
L13	S00°48'02"E	58.11'
L14	N04°45'51"W	150.05'
L15	N17°00'19"W	87.08'
L16	S17°00'19"E	76.88'
L17	N04°52'52"E	52.52'
L18	S04°52'52"W	52.52'
L19	S75°42'54"E	26.73'
L20	S00°56'23"E	105.61'
L21	S17°00'19"E	89.85'
L22	S04°45'51"W	150.06'
L23	S01°51'27"W	48.57'

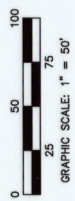
**REPLAT OF LOT 2E, BLOCK C,
POUNDRIDGE HILLS SECTION 2
City of Dripping Springs
Hays County, Texas**

**PHILIP A. SMITH
SURVEY NO. 26,
ABSTRACT NO. 415**

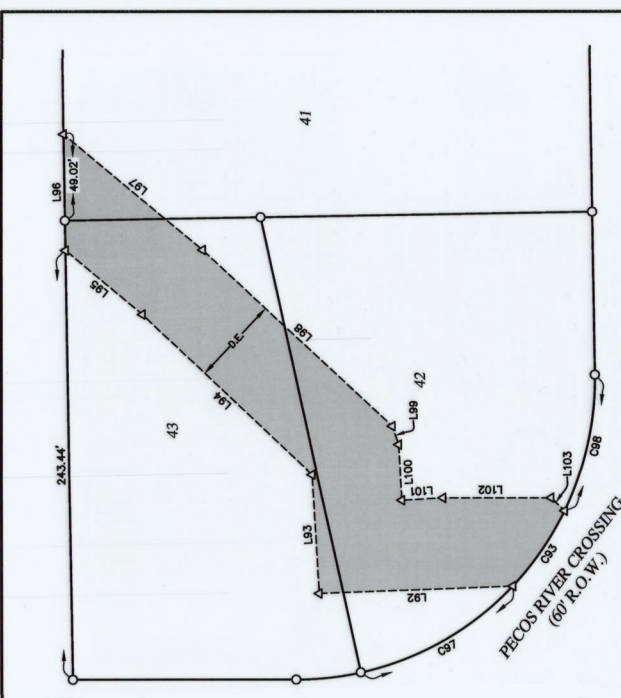
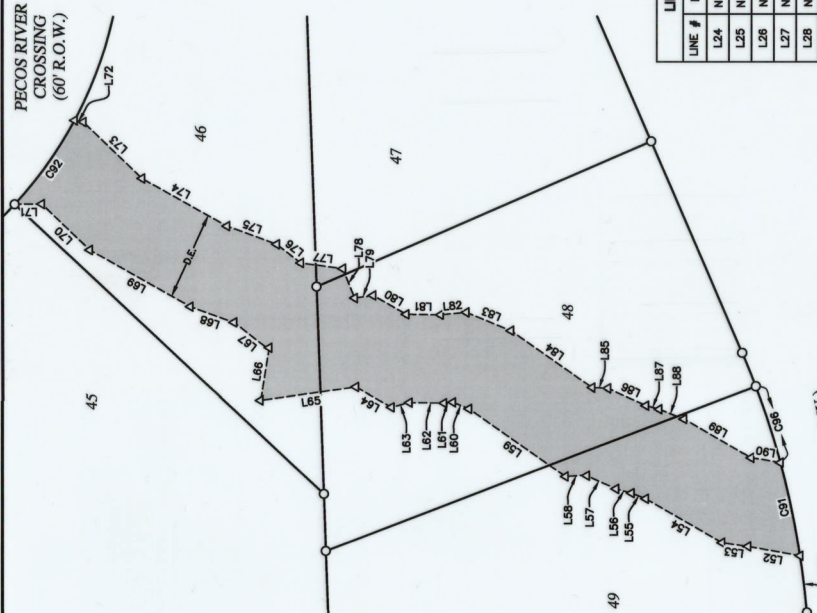
AWARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
WWW.AWARDLANDSURVEY.COM (512) 537-2384
TSPS TRM #1715259 P. 003333 Day 003333, 2nd-4th-6th-8th-10th

Date: 1/27/2007
Project: 2 OF 2
Scale:
Reviewer:
Tech:
Field Cr:
Survey D:
Sheet:



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C90	55.70'	530.00'	60°11'19"
C91	54.00'	470.00'	6°34'58"
C92	58.68'	230.00'	14°37'02"
C93	52.13'	170.00'	17°34'15"
C94	19.65'	530.00'	2°07'28"
C95	32.37'	470.00'	3°56'45"
C96	45.48'	470.00'	5°32'38"
C97	101.20'	170.00'	34°08'24"
C98	78.73'	170.00'	28°52'18"
C99	148.96'	80.00'	142°14'30"
C100	62.83'	80.00'	60°00'08"
C101	80.18'	80.00'	76°34'24"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L24	N38°08'37"E	88.73'
L25	N38°38'28"E	85.08'
L26	N53°35'16"E	40.82'
L27	N53°35'16"E	8.08'
L28	N21°56'56"E	9.79'
L29	N23°14'05"E	35.17'
L30	N28°56'45"E	24.76'
L31	N38°42'52"E	17.90'
L32	N41°08'10"E	13.84'
L33	N21°01'19"E	23.43'
L34	N30°04'14"E	32.81'
L35	N30°25'58"E	29.33'
L36	S01°42'16"E	19.04'
L37	S38°22'38"W	16.25'
L38	S35°14'46"W	3.91'
L39	S30°25'58"W	28.10'
L40	S30°04'14"W	28.69'
L41	S21°01'19"W	28.34'
L42	S41°08'10"W	22.08'
L43	S39°42'52"W	11.68'
L44	S28°56'45"W	17.55'
L45	S23°14'05"W	32.89'
L46	S21°56'56"W	23.40'
L47	S53°35'16"W	22.25'
L48	S53°35'16"W	34.05'
L49	S38°38'28"W	58.29'
L50	S38°08'37"W	52.05'
L51	S85°13'12"W	68.24'
L52	N10°06'35"E	30.20'
L53	N08°01'33"E	14.90'
L54	N28°56'24"E	50.12'
L55	N21°27'51"E	8.74'
L56	N15°19'03"E	9.11'
L57	N24°28'15"E	18.06'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L58	N03°58'15"W	8.83'
L59	N34°48'15"E	67.21'
L60	N22°15'06"E	8.89'
L61	N05°14'18"W	5.18'
L62	N00°50'18"E	19.64'
L63	N14°25'17"W	10.70'
L64	N28°41'00"E	23.28'
L65	N07°55'43"W	54.83'
L66	S80°33'05"E	30.20'
L68	N19°58'35"E	26.26'
L69	N28°14'12"E	65.89'
L70	N43°43'42"E	37.65'
L71	N00°21'45"W	15.48'
L72	N10°19'28"E	5.11'
L73	N43°43'42"E	46.29'
L74	N28°14'12"E	55.48'
L75	N19°58'35"E	30.07'
L76	N37°50'33"E	17.36'
L77	N07°41'41"E	24.01'
L78	N67°56'38"E	17.85'
L79	N07°55'43"W	10.60'
L80	N28°41'00"E	21.81'
L81	N00°50'18"E	19.55'
L82	N05°14'18"W	14.76'
L83	N22°15'06"E	27.63'
L84	N34°48'15"E	56.40'
L85	N02°44'04"E	8.95'
L86	N24°28'15"E	23.66'
L87	N15°19'03"E	7.79'
L88	N21°27'51"E	15.09'
L89	N28°50'24"E	44.15'
L90	N10°06'35"E	10.79'
L92	N02°08'31"W	110.35'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L93	N86°38'49"E	67.47'
L94	N43°17'01"E	132.48'
L95	N39°39'55"E	56.89'
L96	N89°03'37"E	65.88'
L97	N39°39'55"E	102.87'
L98	N42°53'33"E	146.83'
L99	N70°44'01"E	11.07'
L100	N86°38'49"E	31.54'
L101	N03°18'48"W	23.48'
L102	N00°02'26"W	61.77'
L103	N43°56'41"E	10.66'

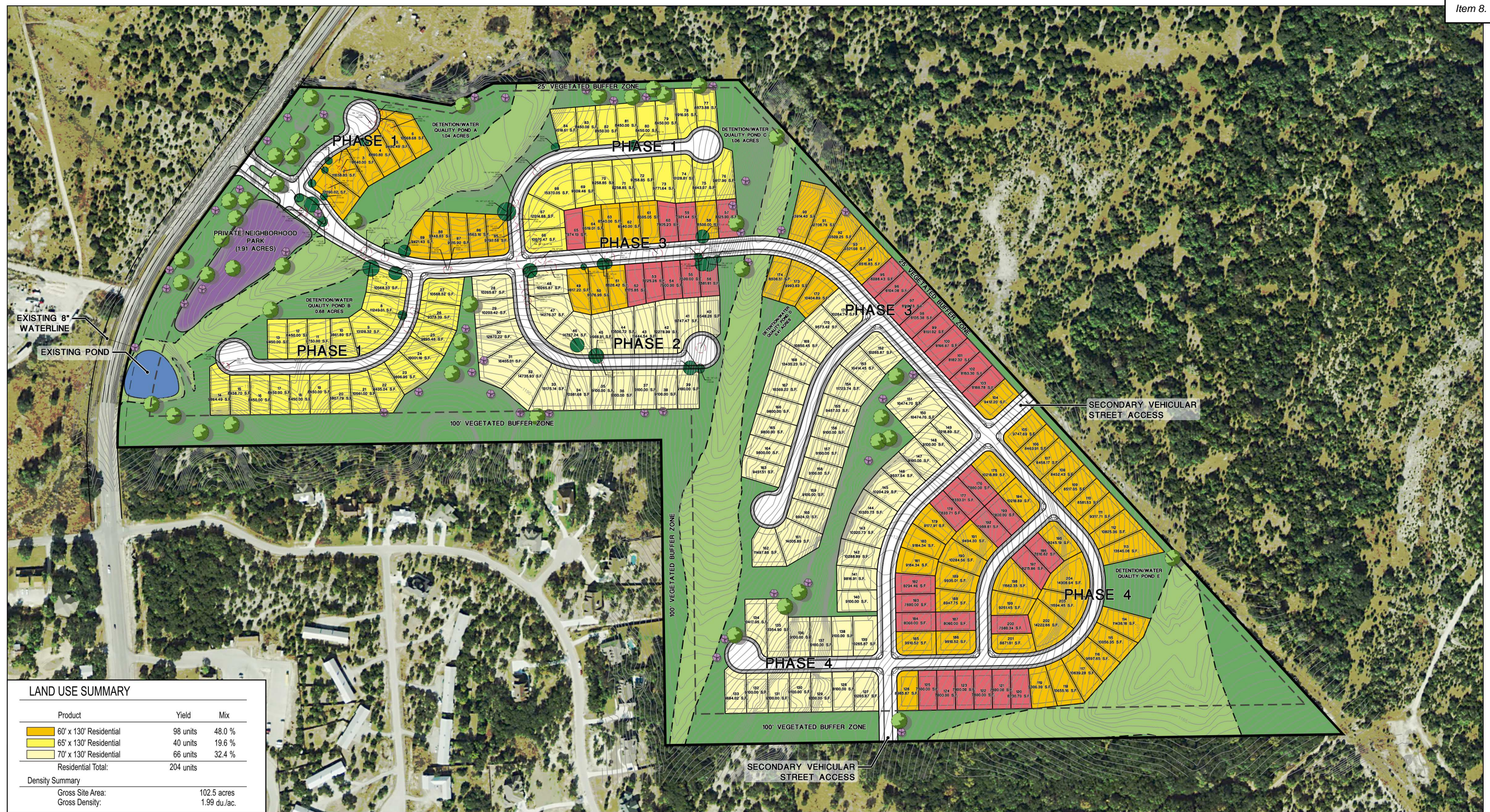
**REPLAT OF LOT 2E, BLOCK C,
POUNDHOUSE HILLS SECTION 2
City of Dripping Springs
Hays County, Texas**

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WWW.AWARDLS.COM (512) 537-2384
TDPUS FRM #1074300

Item 8.

Date: 11/03/2023
Project: 23-00007
Scale: AS SHOWN
Reviewer: [Blank]
Tech: [Blank]
Field Co: [Blank]

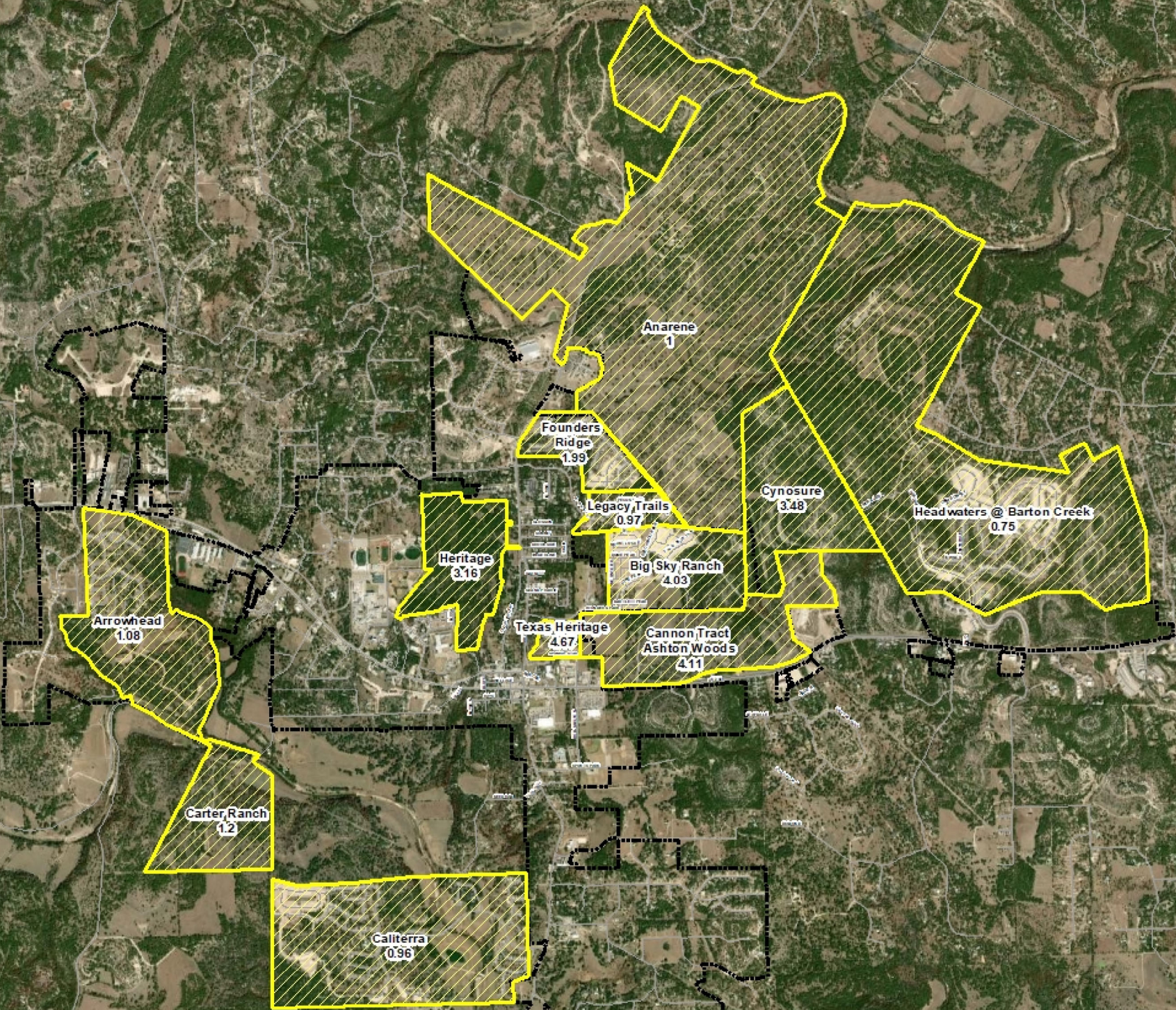
Sheet: 4 of 4
Survey Date: 11/03/2023



LAND USE SUMMARY

Product	Yield	Mix
60' x 130' Residential	98 units	48.0 %
65' x 130' Residential	40 units	19.6 %
70' x 130' Residential	66 units	32.4 %
Residential Total:	204 units	
Density Summary		
Gross Site Area:	102.5 acres	
Gross Density:	1.99 du./ac.	

LOTING PLAN F
FOUNDER'S RIDGE
 DRIPPING SPRINGS, TEXAS



LEGACY TRAILS

.97 PER ACRE



HEADWATERS

.75 PER ACRE





FOUNDER RIDGE

1.99 PER ACRE







TEXAS HERITAGE VILLAGE

4.67 PER ACRE





BIG SKY RANCH

4.03 PER ACRE







CALITERRA

.96 PER ACRE









ARROWHEAD RANCH

1.08 PER ACRE



