

### CITY COUNCIL & WORKSHOP REGULAR MEETING City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, April 05, 2022 at 6:00 PM

### AGENDA

### CALL TO ORDER AND ROLL CALL

### City Council Members

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

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer Deputy City Administrator Ginger Faught City Attorney Laura Mueller City Treasurer Shawn Cox City Secretary Andrea Cunningham Communications & Marketing Director Lisa Sullivan IT Coordinator Jason Weinstock Planning Director Howard Koontz Senior Planner Tory Carpenter Maintenance Director Craig Rice Public Works Director Aaron Reed DSRP Manager Emily Nelson Farmers Market Manager Charlie Reed Community Events Coordinator Caylie Houchin Planning & Zoning Commission Chair Mim James

### 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 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.

### **PROCLAMATIONS & PRESENTATIONS**

- **<u>1.</u>** Approval of a Proclamation proclaiming April 22, 2022, as "Earth Day" in the City of Dripping Springs, Texas. *Sponsor: Mayor Foulds, Jr.*
- 2. Approval of a Proclamation proclaiming April 2022, as "Sexual Assault Awareness and Prevention Month" in the City of Dripping Springs, Texas. *Sponsor: Mayor Foulds, Jr.*
- **<u>3.</u>** Approval of a Proclamation proclaiming April 2022, as "Child Abuse Prevention and Awareness Month" in the City of Dripping Springs, Texas. *Sponsor: Mayor Foulds, Jr.*

### **CONSENT AGENDA**

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

- 4. Approval of the March 15, 2022, City Council regular meeting minutes.
- **5.** Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County for utility facilities for Bond Series 2022. *Applicant: Anthony S. Corbett,*
- 6. Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County for utility facilities for Bond Series 2022A. *Applicant: Anthony S. Corbett*
- 7. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Helping Hands for the Empty Bowls Project to take place on November 5, 2022, at Dripping Springs Ranch Park Event Center. Sponsor: Council Member Sherrie Parks.
- 8. Approval of a Donation Agreement between the City of Dripping Springs and San Luis Distilling Co. regarding Farmers Market Sponsorship Bags.
- **<u>9.</u>** Approval of a Resolution approving and accepting a construction bond for Caliterra Phase 4 Section 11 wastewater fiscal improvements. *Applicant: CBD Engineering.*
- **10.** Approval of the selection of Engineering Services regarding the TxDOT CSJ 0914-33-088 Middle School TASA Sidewalk Project, subject to TxDOT concurrence; and authorization for the City Administrator to negotiate the contract.

- **11.** Approval of a Resolution finding that the Founders Day Parade Scheduled to be held on Friday, April 22, 2022, in and near the City, serves a Valid and Legitimate Public Purpose, and Authorizing the City's Support of and Cooperation with the Event and adopting the Founders Day Festival Traffic and Security Plan. Sponsor: Council Member Parks
- **12.** Approval of a License Agreement between the City of Dripping Springs and Pound House Farmstead to Allow A Sign on City property within Founders Memorial Park. *Sponsor: Council Member Parks.*
- 13. Approval of a Resolution of the City of Drippings Springs adopting a Continuity of Operations Plan. Sponsor: Council Member Harris Allison

### **BUSINESS AGENDA**

- **14.** Public hearing and consideration of approval of an Ordinance regarding ZA2021-0006 an application to consider an ordinance approving a zoning amendment from Two Family Residential - Duplex (SF-4) to Local Retail (LR) for approximately 2.04 acres being lot 2 of the C. Jones Subdivision located at 427 Creek Road. *Applicant: Jon Thompson* 
  - a. Applicant Presentation
  - b. Staff Report
  - c. Planning & Zoning Commission Report
  - d. Public Hearing
  - e. Zoning Amendment
- **15.** Public hearing consideration of approval of an Ordinance amending the requirements for accessory dwelling units under Chapter 30, Exhibit A Zoning Ordinance, Section 1: General Provisions, Section 3: Zoning Districts, Section 5: Development Standards and Use Regulations, and Appendix E: Zoning Use Regulations. *Sponsor: Mayor Foulds, Jr.* 
  - a. Staff Report
  - b. Public Hearing
  - c. Planning & Zoning Commission Report
  - d. ADU Zoning Amendment
- **16.** Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. *Sponsor: Mayor Foulds, Jr.* 
  - a. Staff Report
  - b. Public Hearing
  - c. Budget Ordinance
- **17.** Discuss and consider selection of bidder and approval of the Ranch House Phase 1 Drainage and Dripping Springs Ranch Park Parking Lot Striping Project agreement between Dig Dug and the City of Dripping Springs and authorize staff to finalize agreement. Sponsor: Council Member Parks

- **18.** Discuss and consider approval of a Resolution approving a Proclamation Policy. Sponsor: Mayor Foulds, Jr.
- **<u>19.</u>** Discuss and consider approval of the Utility Billing Clerk Job Description.

### **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.

- 20. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. *Consultation with City Attorney, 551.071*
- **21.** 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*
- 22. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit. Consultation with City Attorney, 551.071
- 23. Consultation with City Attorney and Deliberation of Real Property related to the Village Grove Project. Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072
- 24. Consultation with City Attorney and Deliberation on Real Property related to easements for road improvements at Roger Hanks Parkway. Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072

### **UPCOMING MEETINGS**

### City Council & Board of Adjustment Meetings

April 12, 2022, at 5:00 p.m. (Moratorium Waivers) April 22, 2022, a 6:00 p.m. (CC) April 26, 2022, at 5:00 (Moratorium Waivers) May 3, 2022, at 6:00 p.m. (CC & BOA)

### **Board, Commission & Committee Meetings**

April 6, 2022, DSRP Board at 11:00 a.m. April 7, 2022, Historic Preservation Commission at 4:00 p.m. April 11, 2022, TIRZ No.1 & No. 2 Board at 4:00 p.m. April 11, 2022, Founders Day Commission at 6:30 p.m. April 12, 2022, Planning & Zoning Commission at 6:00 p.m. April 13, 2022, Utility Commission at 4:00 p.m. April 18, 2022, Transportation Committee at 3:30 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.

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on April 1, 2022, at 3:00 p.m.

City Secretary

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



### PROCLAMATION OF THE CITY OF DRIPPING SPRINGS PROCLAIMING THE Month of April 22, 2022, AS

### "Earth Day"

- **WHEREAS,** The first Earth Day was proclaimed in 1970 to educate people on responsible environmental stewardship, protect the environment, and conserve resources; and
- WHEREAS, In 2009, the United Nations declared April 22 to be International Mother Earth Day, and Earth Day is now widely recognized as the largest secular observance in the world, marked by more than a billion people every year as a day of action; and
- WHEREAS, Our region is known for its varied ecological regions, limestone geology, canyons brimmed with oak and Ashe-junipers, clear creeks, spring-fed rivers, and natural spaces like the Charro Ranch Park that was created with the generous donation of 64.73 acres of open, undeveloped land by Lucy Hibberd in 2008; and
- WHEREAS, In 2014, Dripping Springs was the first city in Texas, and sixth in the world designated as an International Dark Sky Community, and was recently designated as "Bird City" by the Audubon Texas and Texas Parks and Wildlife Department thanks to ongoing community advocacy and partnerships; and
- WHEREAS, While Texas's bird list of nearly 650 species ranks second among the states, and our Texas Hill Country is the sole breeding home to the rare Golden-cheeked Warbler, and the suitable mature juniper-oak woodlands that it relies on to nest has been diminished with the rapid suburban development of our region; and
- WHEREAS, Groups like the Hays County Master Naturalist, Hays County Friends of the Night Sky, the Native Plant Society of Texas, and Audubon Texas offer many educational campaigns, resources, and volunteer opportunities to help preserve and protect our environment and quality of life; and
- WHEREAS, This annual celebration is a reminder that everyone has a role to play every day to help address the challenges and create positive local environmental protections to promote sustainability efforts for current and future generations.

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

- **1.** That the April 22, 2022, be proclaimed as "Earth Day," in the City of Dripping Springs.
- **2.** The City Council invites our citizens to increase their awareness and support of local efforts to preserve and protect the many wonders of our region for generations to come.



### PROCLAMATION OF THE CITY OF DRIPPING SPRINGS PROCLAIMING THE Month of April 2022, AS

### "Sexual Assault Awareness and Prevention Month"

- WHEREAS, 6.3 million Texans have experienced some form of sexual assault in their lifetime; and
- WHEREAS, 2 in 5 women and 1 in 5 men in Texas have been sexually assaulted in their lifetime affecting all races, ages, genders and economic situations; and
- WHEREAS, the Hays-Caldwell Women's Center provided direct services to **586** adult victims of sexual assault in Hays and Caldwell Counties last year; and
- **WHEREAS,** the City of Dripping Springs is intolerant of sexual violence in any form and recognizes that education and awareness may prevent sexual assault; and
- WHEREAS, efforts to reduce sexual assault can only be successful through citizen involvement, and the safety of the citizens of the City of Dripping Springs depends upon our actions to end sexual assault.

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

- **1.** That the month of April 2022, be proclaimed as "Sexual Assault Awareness and Prevention Month," in the City of Dripping Springs.
- **2.** The City Council calls upon the citizens of Dripping Springs to work together to raise awareness and prevent sexual assault in our community and beyond.

Bill Foulds, Jr., Mayor



### PROCLAMATION OF THE CITY OF DRIPPING SPRINGS PROCLAIMING THE Month of April 2022, AS

### "Sexual Assault Awareness and Prevention Month"

- WHEREAS, more than 68,461 cases of child abuse and neglect were confirmed in Texas in 2021 resulting in 16,629 children in foster care in Texas, and the death of 199 children in Texas in 2021; and
- WHEREAS, 537 children were confirmed victims of abuse in Hays County; and
- WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and 2021 was an especially trying time for children who are unsafe in their homes. Through the perseverance of our many community organizations working daily to end child abuse, we continually served children throughout the pandemic; and
- WHEREAS, locally, representatives from Hays County Child Protective Board, Hays County District Attorney's Office, Hays-Caldwell Women's Center and Roxanne's House, Greater San Marcos Youth Council, Texas Department of Family and Protective Services, Court Appointed Special Advocates (CASA), San Marcos, Buda and Kyle Police Departments, Hays County Sheriff's Office, and Christus Santa Rosa-San Marcos have joined forces to provide preventive and supportive services to child victims and their families; and
- **WHEREAS,** every child in Dripping Springs deserves to be safe, nurtured and supported in caring relationships; and

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

- **1.** That the month of April 2022, be proclaimed as "Child Abuse Prevention and Awareness Month," in the City of Dripping Springs.
- **2.** The City Council calls upon the citizens of Dripping Springs to work together to raise awareness and prevent child abuse in our community and beyond.

Bill Foulds, Jr., Mayor



### CITY COUNCIL REGULAR MEETING City of Dripping Springs Council Chambers, 511 Mercer St, Dripping Springs, TX Tuesday, March 15, 2022 at 6:00 PM

### MINUTES

### CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:0 p.m.

### **City Council Members present were:**

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

<u>Council Member absent was:</u> Council Member Place 3 Geoffrey Tahuahua

### Staff, Consultants & Appointed/Elected Officials present were:

Deputy City Administrator Ginger Faught City Attorney Laura Mueller City Treasurer Shawn Cox City Secretary Andrea Cunningham Communications & Marketing Director Lisa Sullivan DSRP Manager Emily Nelson Emergency Management Coordinator Roman Baligad Planning Director Howard Koontz Senior Planner Tory Carpenter Planning Assistant Warlan Rivera Building Official Sarah Cole IT Coordinator Jason Weinstock Public Works Director Aaron Reed Financial Advisor Chris Lane

### PLEDGE OF ALLEGIANCE

Council Member Wade King led the 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.

City Council Regular Meeting Minutes March 15, 2022 Page **1** of **6**  Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

### **PROCLAMATIONS & PRESENTATIONS**

Mayor Foulds, Jr. introduced new IT Coordinator Jason Weinstock.

Mayor Foulds, Jr. presented Planning Assistant Warlan Rivera with an award for helping with IT tasks during the City Council meetings.

1. Proclamation of the City of Dripping Springs Proclaiming the week of April 22-30, 2022, as "International Dark Sky Week" in the City of Dripping Springs. Sponsors: Mayor Pro Tem Manassian and Council Member Harris Allison.

Mayor Pro Tem Manassian read the proclamation and presented it to Sarah Cole.

### CONSENT AGENDA

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

- 2. Approval of the March 1, 2022, City Council & Board of Adjustment regular meeting minutes.
- 3. Approval of the March 8, 2022, City Council regular meeting minutes.
- 4. Approval of the February 2022 City Treasurer's Report.
- 5. Approval of a Memorandum of Understanding (MOU) between the Hays Office of Emergency Services and the City of Dripping Springs related to Emergency Animal Sheltering at the Dripping Springs Ranch Park Event Center. Sponsor: Council Member Harris-Allison
- 6. Approval of the 2022 Rate Adjustment related to professional services provided by Bojorquez Law Firm. Sponsor: Mayor Foulds, Jr.

7. Approval of a Resolution Adopting a Water Conservation Plan for the City of Dripping Springs. Sponsor: Mayor Foulds, Jr.

Filed as Resolution No. 2022-R13

- 8. Approval of an amendment to the 2019 HDR Engineering Services Master Agreement and task order for additional easement acquisition services. *Sponsor: Mayor Foulds, Jr.*
- 9. Approval of an Agreement between the City of Dripping Springs and the Dripping Springs Future Farmers of America related to use of the Dripping Springs Ranch Park Event Center.
- **10.** Approval of a Donation Agreement between the City of Dripping Springs and Weston Kirk related to a Native Propagation Nursery to be installed at Charro Ranch Park. Sponsor: *Council Member Sherrie Parks.*
- 11. Approval of donation of funds for Farmers Market Sponsorship Bags by Melissa A. Roberts.

A motion was made by Council Member Parks to approve Consent Agenda Items 2 - 11. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

### **BUSINESS AGENDA**

12. Presentation and consideration of approval of the City of Dripping Springs Fiscal Year 2020-2021 Audit. Don Allman, CPA, PC

Don Allman presented the audit report which is on file.

A motion was made by Mayor Pro Tem Manassian to approve the City of Dripping Springs Fiscal Year 2020-2021 Audit. Council Member King seconded the motion which carried unanimously 4 to 0.

- 13. Public hearing, discussion, and consideration of approval of a Sign Variance Request for Mighty Fine to exceed the maximum number of projecting signs allowed by the Master Sign Plan for Belterra Village at 166 Hargraves Dr., Suite T100, Austin, Texas, 78737. Applicant: Ann Lewis, Lewis Sign Builders, Inc.
  - **a.** Applicant Presentation Ann Lewis presented the item.

**b. Staff Report** – Sarah Cole presented the staff report which is on file. Staff recommends denial of the sign variance request.

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

**d. Sign Variance Request** – A motion was made by Mayor Pro Tem Manassian to deny a Sign Variance Request for Mighty Fine to exceed the maximum number of projecting signs allowed by the Master Sign Plan for Belterra Village at 166 Hargraves Dr., Suite T100, Austin, Texas, 78737. Council Member King seconded the motion which carried 3 to 1, with Council Member Parks opposed.

### 14. Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Over Yonder Natures School. Applicant: Ron Thrower

**a.** Applicant Presentation – Ron Thrower presented the item.

**b.** Staff Report – Tory Carpenter presented the staff report which is on file.

**c. Waiver Application** – A motion was made by Council Member Harris-Allison to approve a Waiver Application from the temporary development moratorium for the Over Yonder Natures School. Council Member Parks seconded the motion which failed 2 to 3, with Mayor Pro Tem Manassian and Council Member King opposed and Mayor Foulds, Jr. casting the tie breaking vote in opposition.

### **15.** Discuss and consider approval of the Appointment of members to the Comprehensive Plan and Development Code Rewrite Committee. *Sponsor: Mayor Foulds, Jr.*

Ginger Faught presented the staff report which is on file.

A motion was made by Council Member Parks to authorize the Mayor to fill the remaining positions on the committee. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

### 16. Update and discussion regarding Coronavirus Local Fiscal Recovery Funds (CLFRF).

Shawn Cox presented the staff report with is on file.

No action was taken on this item.

17. Discuss and consider approval of a Resolution authorizing the publication of Notice of Intention to issue Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022 and other matters related thereto. *Sponsor: Mayor Foulds, Jr.* 

Laura Mueller's staff report is on file. Chris Lane assisted in presenting the staff report. Staff recommends approval of the resolution.

A motion was made by Mayor Pro Tem Manassian to approve a Resolution authorizing the publication of Notice of Intention to issue Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022 and other matters related thereto. Council Member King seconded the motion which carried unanimously 4 to 0.

### Filed as Resolution No. 2022-R14

### REPORTS

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

Report is on file and available for review upon request.

**18.** Maintenance & Facilities Monthly Report Craig Rice, Maintenance Director A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property, and regarding Executive Session Agenda Item 19. Council Member King seconded the motion which carried unanimously 4 to 0.

### **EXECUTIVE SESSION AGENDA**

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

- **19.** 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
- 20. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. *Consultation with City Attorney, 551.071*
- 21. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit. Consultation with City Attorney, 551.071

The City Council met in Executive Session from 7:08 p.m. – 7:13 p.m.

No action or vote was taken during Executive Session. Mayor Foulds, Jr., returned the meeting to Open Session at 7:13 p.m.

### **OPEN SESSION**

A motion was made by Mayor Pro Tem Manassian to authorize staff to make final offer based on the updated appraisal for property as discussed in Executive Session. Council Member Parks seconded the motion which carried unanimously 4 to 0.

### **UPCOMING MEETINGS**

### **City Council & Board of Adjustment Meetings**

March 22, 2022, at 5:00 p.m. (Moratorium Waivers) April 5, 2022, at 6:00 p.m. (CC & BOA) April 12, 2022, at 5:00 p.m. (Moratorium Waivers) April 19, 2022, at 6:00 p.m. (CC) April 26, 2022, at 5:00 p.m. (Moratorium Waivers)

### **Board, Commission and Committee Meetings**

March 17, 2022, Farmers Market Committee at 10:00 a.m. March 22, 2022, Planning & Zoning Commission at 6:00 p.m. March 23, 2022, Economic Development Committee at 4:00 p.m. March 24, 2022, Emergency Management Commission at 12:00 p.m. March 24, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m. March 28, 2022, Transportation Committee at 3:30 p.m. March 28, 2022, Founders Day Commission at 6:30 p.m. April 4, 2022, Parks & Recreation Commission at 6:00 p.m.

### ADJOURN

APPROVED ON: April 5, 2022

Bill Foulds, Jr., Mayor

**ATTEST:** 

Andrea Cunningham, City Secretary

C DRIPPING SPRING	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78620			
Submitted By:	Laura Mueller, City Attorney			
Council Meeting Date:	April 5, 2022			
Agenda Item Wording:	Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County for utility facilities for Bond Series 2022. Applicant: Anthony S. Corbett,			
Agenda Item Requestor:	Anthony S. Corbett			
Summary/Background:	This is an increase in the bond request for Bond Series 2022 the Headwaters Bonds due to the increase in costs to construct the utility facilities. The Headwaters Development Agreement requires that the City review all bond applications. The City financial advisor recommends approval.			
Commission Recommendations:	N/A			
Recommended Council Actions:	Approval.			
Attachments:	Resolution Approving Bond Series 2022.			

Next Steps/Schedule:

### **CITY OF DRIPPING SPRINGS**

### RESOLUTION No. 2022-R\_\_\_\_

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO THE ISSUANCE OF BONDS BY HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY

- WHEREAS, Headwaters Municipal Utility District of Hays County (the "<u>District</u>") is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Commission on Environmental Quality, and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended;
- WHEREAS, the District, Headwaters Development Company, the Townes Family Trust and the City of Dripping Springs entered into that certain "Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" dated to be effective February 8, 2005, as subsequently amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" dated June 10, 2008; that certain "Second Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" last executed on February 3, 2015; and that certain "Third Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" last executed on May 29, 2020 (collectively, the "Consent Agreement");
- **WHEREAS,** among other matters, the Consent Agreement provides that all bonds of the District shall be approved by the City Council of the City of Dripping Springs prior to issuance;
- WHEREAS, on November 6, 2007, the registered voters within the District authorized the issuance of water, sewer and drainage system facilities bonds by the District in a maximum amount not to exceed \$64,700,000 and the levy of a tax for payment of debt service on such bonds;
- **WHEREAS,** the District now desires to proceed with the issuance of its water, sewer and drainage facilities system bonds in a principal amount not to exceed \$4,740,000 in order to finance additional costs for expansion of the District's wastewater treatment and disposal facilities and to pay costs of issuance of the bonds (the "<u>Bonds</u>"); and
- **WHEREAS,** the Bonds will be obligations solely of the District, and the City of Dripping Springs will not be responsible for payment of the Bonds.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS THAT:

Section 1.	This meeting of the City Council of the City of Dripping Springs has been properly posted in accordance with the Texas Open Meetings Act.
Section 2.	The City Council of the City of Dripping Springs hereby approves the issuance by the District of the Bonds in a par amount not to exceed \$4,740,000.

<u>Section 3</u>. This Resolution shall be effective upon the date of its approval.

### PASSED & APPROVED this, the 5<sup>th</sup> day of April 2022, by the City Council of Dripping Springs, Texas.

### **CITY OF DRIPPING SPRINGS:**

Bill Foulds, Jr., Mayor

### ATTEST:

Andrea Cunningham, City Secretary

C DRIPPING STRIKE	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78620		
Submitted By:	Laura Mueller, City Attorney		
Council Meeting Date:	April 5, 2022		
Agenda Item Wording:	Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County for utility facilities for Bond Series 2022A. Applicant: Anthony S. Corbett,		
Agenda Item Requestor:	Anthony S. Corbett		
Summary/Background:	This is an increase in the bond request for Bond Series 2022A the Headwaters Bonds due to the increase in costs to construct the utility facilities. The Headwaters Development Agreement requires that the City review all bond applications. The City financial advisor recommends approval.		
Commission Recommendations:	N/A		
Recommended Council Actions:	Approval.		
Attachments:	Resolution Approving Bond Series 2022A.		

Next Steps/Schedule:

### **CITY OF DRIPPING SPRINGS**

### RESOLUTION No. 2022-R\_\_\_\_

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO THE ISSUANCE OF BONDS BY HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY

- WHEREAS, Headwaters Municipal Utility District of Hays County (the "District") is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Commission on Environmental Quality, and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended;
- WHEREAS, the District, Headwaters Development Company, the Townes Family Trust and the City of Dripping Springs entered into that certain "Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" dated to be effective February 8, 2005, as subsequently amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" dated June 10, 2008; that certain "Second Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" last executed on February 3, 2015; and that certain "Third Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" last executed on May 29, 2020 (collectively, the "Consent Agreement");
- **WHEREAS,** among other matters, the Consent Agreement provides that all bonds of the District shall be approved by the City Council of the City of Dripping Springs prior to issuance;
- WHEREAS, on November 6, 2007, the registered voters within the District authorized the issuance of water, sewer and drainage system facilities bonds by the District in a maximum amount not to exceed \$64,700,000 and the levy of a tax for payment of debt service on such bonds;
- **WHEREAS,** the District now desires to proceed with the issuance of its water, sewer and drainage facilities system bonds in a principal amount not to exceed \$5,210,000 in order to finance costs of the District's water, wastewater and drainage systems, and to pay costs of issuance of the bonds (the "Bonds"); and
- **WHEREAS,** the Bonds will be obligations solely of the District, and the City of Dripping Springs will not be responsible for payment of the Bonds.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS THAT:

- Section 1. This meeting of the City Council of the City of Dripping Springs has been properly posted in accordance with the Texas Open Meetings Act.
- Section 2. The City Council of the City of Dripping Springs hereby approves the issuance by the District of the Bonds in a par amount not to exceed \$5,210,000.
- Section 3. This Resolution shall be effective upon the date of its approval.

PASSED & APPROVED, this the 5<sup>th</sup> day of April 2022, by the City Council of Dripping Springs, Texas.

### **CITY OF DRIPPING SPRINGS:**

Bill Foulds, Jr., Mayor

### ATTEST:

Andrea Cunningham, City Secretary

CT DRIPPING Spring	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78620
Submitted By:	Kelly Schmidt, PCS Director & Emily Nelson, DSRP Manager
Council Meeting Date: Agenda Item Wording:	4/05/2022 Approve Co-Sponsorship Request from Helping Hands to display 2022 Empty Bowl's Project Banner
Agenda Item Requestor:	June Baumel
Summary/Background:	Empty Bowls is an event that helps supply Helping Hands which serves people in our community. Helping Hands reserves the Vendor Hall, Main Event Room, Concession Kitchen, and Concession Plaza. By using all those spaces, DSRP is unable to rent out the facility for weekend events. DSRP had to pay the custodial fees for the event because we had to turn the facility overnight for an incoming event. Rental Fees and Custodial Fees for those spaces is over \$4325.00. That does not include the labor needed to set up and break down the space (i.e. tables, chairs, panels).
Staff Recommendations:	Staff recommends offering the small event room and concession stand to Empty Bowls with only rental rates waived. Empty Bowls would be responsible for custodial fees. This will allow us to book a prime fall weekend to rentals. September-November are prime months. We already host two free events in October (Buda Buckle Bash) and November (Fall Classic).
Recommended DSRP Board Actions:	On December 1, 2021, the DSRP Board unanimously voted to deny the Fee Waiver request from Helping Hands for use of the DSRP Event Center primary event room for their 2022 Empty Bowls project. They did not deny their request to display the event banner at the Triangle.
Attachments:	Co-Sponsorship Application
Next Steps/Schedule:	

ltem # 7.

### City of Dripping Springs Co-Sponsorship Agreement

**CLEAR** 

Co-Sponsor First Name: Carrie	_ Last Name: Grego	ory
Organization: Dripping Springs Empty Bowls Project/	/ Helping Hands	
Address: P.O. Box 804		
City: Dripping Springs	State: <u>TX</u>	Zip <u>78620</u>
Phone Number: <u>636-253- 6918</u> Email:carrie	egregorytx@gmail.	com
Event Description/Purpose: 25th Annual Empty Bowls Project The Empty Bowls Project is The event includes selling ceramic, handmade bowls to the ger from area restaurants. Patrons who come to our event, during a Helping Hands, now in its 36th year, provides food and financia also sponsors a school supply drive and a Project Elf program s Event Date: Nov.6,2022 Event Location: Dripping Sp	neral public and filling th a four hour period, are a al support to families in so families have gifts	he bowls with homemade soups entertained by local musicians.
THIS CO-SPONSORSHIP AGREEMENT IS SUBJECT TO THE FOL	LOWING TERMS AND C	CONDITIONS:
<ul> <li>Parties. The City of Dripping Springs, Texas ("City") and Co</li> <li>Agreement. The agreement documents shall consist of the C ("Attachment "A").</li> <li>Scope. This Agreement applies to Co-Sponsor's utilization above.</li> <li>Obligations of the City. The extent of the City's obligation banner for the Event at city facilities and parks, post the Event</li> </ul>	Co-Sponsorship Agreer of the City's propert	nent, Policy and Application form y for the Event and reasons stated t is that the City agrees to display a

- sites, and adhere to all obligations described in Attachment "A".
  Obligations of Co-Sponsor. Co-Sponsor agrees to oversee the organization and execution of the Event and agrees to keep the City informed of plans for the Event as described in Attachment "A". Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event. Co-Sponsor will put City logo on event banners.
- Independent Contractor. The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- Safety. Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.
- Site Maintenance. Co-Sponsor agrees not to waste or damage City property and right-of-way. In addition, Co-Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

- **Termination.** This Agreement may be terminated by mutual consent of the parties. It may be terminated by eit without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to the Event. Termination shall release each party from all obligations of this Agreement, except termination of this agreement shall not prohibit or impair a claim by either party based upon any breach of this Agreement.
- Force Majure. In situations in which Co-Sponsor's participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.
- INDEMNIFICATION. CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CO-SPONSOR.
- Notice. Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended. Mail notice to the City as: Attention: City Administrator, Post Office Box 384, Dripping Springs, Texas 78620.
- Assignment. Neither party shall assign any of its rights or obligations under this Agreement without prior written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- Severability. In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.
- **Modifications.** All amendments or modifications to the Agreement must be in writing. No amendment or modification shall be effective until it is in writing and approved by both parties.
- **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written.
- Venue for Disputes. In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is *Hays County, Texas*. This Agreement shall be construed in accordance with the laws of the State of Texas.

### **ACKNOWLEDGMENT:**

Owner: City of Dripping Springs, Texas	Co-Sponsor: Dripping Springs En	Co-Sponsor: Dripping Springs Empty Bowls Project		
Michelle Fischer, City Administrator	Carrie Gregory			
Date	Date			
	ds	SUBMIT		
	DRIPPING SPRINGS Texas		Page	



**Policy & Application** 

### I. Purpose

The purpose of this Co-Sponsorship policy is to set forth guidelines and criteria governing the granting of City of Dripping Springs funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs. The City recognizes that Co-Sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. This co-sponsorship agreement is separate from a request for a grant of Local Hotel Occupancy Tax funds.

### II. Goals and Objectives

Co-Sponsorship of funds or in-kind services will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

- Promote the City of Dripping Springs as a desirable place to live, visit and do business.
- Promote the City of Dripping Springs as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhance the quality of life and wellbeing of some or all residents of the community.
- Advance the City's commitment to and pride in being a multicultural community.
- Promote the historic districts.
- Promote cultural and artistic awareness among the citizenry.

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the particular special event, community project or program has on the community-atlarge. Special attention is paid to Co-Sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

Co-Sponsorship benefits may include:

- Up to 10% fee discount
- Banner on the Triangle or other city-owned property for specified number of days
- Required use of City Logo on marketing
- In kind donations from current city resources

Any Co-Sponsorship requesting benefits in excess of this amount must request a Donation Agreement with the City through the City Administrator.

### III. General Requirements, Eligibility Criteria and Conditions

The applicant for Co-Sponsorship of funds or in-kind services for special events, community projects or programs must meet all of the following requirements, eligibility criteria, and conditions:

- 1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax-exempt status. Co-application with a nonprofit corporation will make an applicant eligible to apply for co-sponsorship.
- 2. The special event, community project, or program supports the aforementioned goals and objectives.
- 3. Event and promotion must take place within the City of Dripping Springs limits or extraterritorial jurisdiction. Some limited exceptions will be made. Reason(s) for not holding the proposed event or promotion in the City of Dripping Springs must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Dripping Springs as a desirable place to live, visit and do business in.
- 4. The recipient of Co-Sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for the City's funds or in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
- 5. The nonprofit corporation must be ready, willing, and able to enter a contractual agreement for Co-Sponsorship with the City and provide a certificate of liability insurance.
- 6. The nonprofit corporation must comply with all City ordinances if applicable, wherein standards and procedures for the issuance of special event permits or other requirements are set forth.
- 7. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition or any condition related thereto.
- 8. All co-sponsorship applications will be reviewed by City Administrator once the application is complete unless the application is for a co-sponsorship for the Dripping Springs Ranch Park and Event Center (DSRP). For the DSRP co-sponsorship applications, the DSRP Board shall review all co-sponsorship applications submitted for events at DSRP. The DSRP Board shall forward recommendations for co-sponsorship applications to the City Council. For non-DSRP co-sponsorship applications, the City Administrator's decision is final. The City will inform the applicant in writing whether an application has been approved or denied.

- 9. All packets must be submitted at least ninety (90) days prior to the event and shall include:
  - a completed sponsorship application;
  - a cover letter describing how the event will benefit the City, its residents, and its visitors; and
  - a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee that it will be approved.

10. Items that will be considered include:

- Benefit to the community.
- Success of past events that included community involvement.
- How the event complements or conflicts with current City programming and policies.
- How the event aligns with the City's goals and objectives.



### **Co-** Sponsorship Application

SPONSORING ORG.	ANIZATION NAME: Dripping Springs Empty Bowls Project/ Helping Hands
APPLICANT	First Name: Carrie
	Last Name: Gregory
	Contact Number: 6362536918
	Email: carriegregorytx@gmail.com
	Address: c/o DS Helping Hands, P.O. Box 804, Dripping Springs, Texas78620
EVENT	NAME: 25th Annual Empty Bowls Project
	START DATE/TIME: 11/5/2022 8:00 AM
	END DATE/TIME: 11/5/2022 6:00 PM
	ADDRESS: Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs, Texas
ESTIMATED ATTEN	NDANCE: 1000

### EVENT DESCRIPTION

The Empty Bowls Project is the major fundraiser for Dripping Springs Helping Hands. The event includes selling ceramic, handmade bowls to the general public and filling the bowls with homemade soups from area restaurants. Patrons who come to our event, during a four hour period, are entertained by local musicians. Helping Hands, now in its 36th year, provides food and financial support to families in need. This nonprofit organization also sponsors a school supply drive and a Project Elf program so families have gifts WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

•Yes •No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

 $\bigcirc$ Yes  $\bigcirc$ No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?



WILL ADMISSION BE CHARGED?



WILL ANYTHING BE SOLD? (Vendor permit may be required)

●Yes ●No

WILL YOU BE SERVING FOOD? (Food permit may be required)

●Yes ●No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3? (Attach proof to Application)

•Yes •No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT? (Attach proof to Application)

●Yes ●No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?



HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR? The City of Dripping Springs will be included on all advertising, social media, and website.

### WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

The advertising plan for EBP is to distribute press releases, newsletters, email blasts, social media blasts and to print banners. The city's logo, if a co-sponsor, will be on all advertising/

Page **5** of **8** Fiscal Year 2021

### WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

The Empty Bowls Project has been conducted in this community for 25 years. It is an established event that is near and dear to the community as it supports our neighbors in need. Over 100 volunteers come for the day to help with the event. The Empty Bowls Project raises more than 60% of Helping Hands annual budget. The City of Dripping Springs has been a co-sponsor for the past 5 years or more.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW: This Event



Promotes the City as a desirable place to live, visit and do business.



Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.

Enhances the quality of life and wellbeing of some or all residents of the community.



Advances the City's commitment to and pride in being a multicultural community. Promotes the historic districts.



Promotes cultural and artistic awareness among the citizenry.

The Empty Bowls Project promtes generosity, kindess, and an understanding ot helping others. all of which promote a healthier environment in which to live. Helping Hands enhances the quality of life and well being of residents who serve and volunteer for this nonprofit. Helping Hands improves the quality of lives of residents who are in need of food and/or assistance with their basic living needs. The Empty Bowls Project and Helping Hands serves all people regardless of their ethnic origins and religions.

All 1,500 bowls that are handmade by area potters show the many artistic talents of our community.

********BELOW INFORMATION IS T	) BE COMPLETED	BY CITY STAFF*******
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RECEIVED BY	CITY DATE:

### **CITY ADMINISTRATOR:**

APPROVE 🤇

DENY

DRIPPING	SPRINGS R	ANCH PARK	<b>BOARD O</b>	<b>F DIRECTORS</b>	<b>RECOMMENDATION:</b>
		MUCH I MINI	DOMEDO	T DIRECTORS	

DATE: 12.1.2021 CITY COUNCIL:	<b>O</b> APPROVE	<b>O</b> DENY	DSRP Board denied fee waiver but approved banner display at Triangle.
DATE:	<b>O</b> APPROVE	Odeny	

### Sign Request Form

THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

Banner Width & Height: 4 feet tall by 8 feet wide Banner Material and Grommets: vinyl with hemmed grommets every 2 feet

WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

NAME OF ENTITY: Dripping Springs Empty Bowls Project/ Helping Hands			
NAME OF REPRESENTATI	IVE: Carrie	Gregory	
MAILING ADDRESS: c/o DS Helping Hands, P.O. Box 804, Dripping Springs, Texas78620			
TELEPHONE NUMBER 6362536918			
EMAIL ADDRESS: carriegrege	orytx@gmail.com		
DESCRIPTION OF EVENT O			

The Empty Bowls Project is the major fundraiser for Dripping Springs Helping Hands. The event includes selling ceramic, handmade bowls to the general public and filling the bowls with homemade soups from area restaurants. Patrons who come to our event, during a four hour period, are entertained by local musicians. Helping Hands, now in its 36th year, provides food and financial support to families in need. This nonprofit organization also sponsors a school supply drive and a Project Elf program so families have gifts

City of Dripping Springs Co-Sponsorship Policy & Application Page 7 of 8 Fiscal Year 2021

### DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

event name, event date, event location, Major sponsors of the event.

SIGN DIMENSIONS AND HEIGHT: 4 x 8

SIGN MATERIALS:

Vinyl

### REQUESTED DATE FOR SIGN TO BE DISPLAYED:

(No more than 30 days prior to event/service)



LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle/Farmers Market Area.

|--|

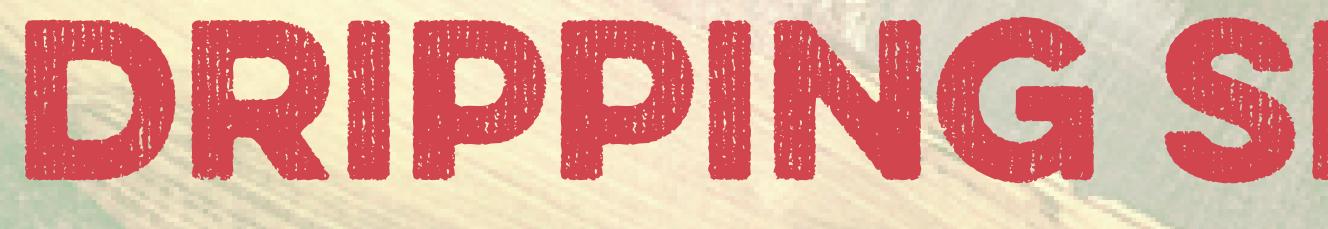
\*\*\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*\*\*

RECEIVED BY CITY DATE: CITY ADMINISTRATOR: DATE: APPROVE DENY









# DRIPPINGSPRINGS RANCH PARK

thank you

# CELADON SPONSORS

## BARB MANSUR

# GRACE AESTHETICS

### JUDGE JOHN BURNS

### RANDY VAN CAMPLEC

# SUNSET CANYON BAPTIST CHURCH

### THE ART GARAGE AUSTIN

# PORCELAIN SPONSORS

### DRIPPING SPRINGS COOK-OFF CLUB

DRIPPING SPRINGS LIONS CLUB

### HAUS OF JAYNE

### HENLY RV PARK

HOLY SPIRIT EPISCOPAL CHURCH AND SCHOOL

TERRI WOODS

### TEXAS DISPOSAL SYSTEMS

Item # 7.

DRIPPING SPRING	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78620	
Submitted By:	Shawn Cox, Finance Director / City Treasurer	
Council Meeting Date:	Tuesday, April 5, 2022	
Agenda Item Wording:	Approval of a Donation Agreement between the City of Dripping Springs and San Luis Distilling Co. regarding Farmers Market Sponsorship Bags.	
Agenda Item Requestor:	r: Charile Reed, Farmers Market Manager	
Summary/Background:	San Luis Distilling Co., LLC has provided \$1,722.50 to be utilized for the purchase of the Farmers Market Sponsorship Bags.	
Commission Recommendations:	The Farmers Market Committee did not consider the specific donation but did recommend staff pursue donations for the purchase of sponsorship bags.	
Recommended Council Actions:	City staff recommends approval of this item.	
Attachments:	San Luis Distilling Co. Donations Agreement	

Next Steps/Schedule:

### DONATION AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS & SAN LUIS DISTILLING CO., LLC

This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (the "City") and **San Luis Distilling Co., LLC** providing for the requirements for and process of conveying and accepting donations to the City.

- **WHEREAS,** the City is a general-law Type A municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to accept donations for the benefit of the City; and
- **WHEREAS,** the City is eligible under United States Internal Revenue Code Section 170(c)(1) to receive tax-deductible charitable contributions; and
- **WHEREAS**, the City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code; and
- **WHEREAS,** the City of Dripping Springs encourages the donation of charitable contributions to the City for the benefit of the City and is residents; and
- **WHEREAS,** the City Council finds that this Agreement will ensure complete implementation of a Donation; and
- **WHEREAS,** the City Council finds that the following provisions are reasonable and necessary for the acceptance of donations.

### NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the City and Donor herein bargain, covenant, and agree with one another as follows:

### A. Purpose

This Agreement serves as a statement or exchange of promises between the City and Donor. It is enacted to provide clear responsibilities and duties for the conveyance of a Donation by Donor and acceptance of a Donation by the City. The Agreement will ensure that each Donation accepted by the City is in the best interest of the City and its citizens.

### **B.** Definitions

- (1) Agreement: a statement or exchange of promises between the City and any Donor.
- (2) *City:* the City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- (3) *City Administrator:* the chief administrative officer of the City, or the officer's designee.

- (4) **Donation:** any monetary or nonmonetary gift, grant, devise or bequest to the City. A monetary donation includes cash or a check, money order or other negotiable instrument. A nonmonetary donation includes real or personal property.
- (5) *Donor:* a person who gives a gift through a trust or charitable contribution.
- (6) *In-Kind:* payment or Donation made in the form of goods or services, rather than cash.
- (7) *Labor:* physical or mental exertion or productive activity that satisfies a City need.
- (8) *Land:* real property (i.e., real estate), including any fixtures or improvements upon and all water / mineral rights (unless expressly excluded).
- (9) *Materials:* Goods or products that satisfy a City need.
- (10) *Person:* a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, agency.
- (11) *Project:* an endeavor or undertaking for which a Donation is proposed, which is reasonably anticipated to benefit: (a) the City as an organization: (b) the citizenry, including residents, voters, and guests; or (c) the community at-large.
- (12) *Tax Deduction:* An expense, such as a charitable contribution, that can be deducted from one's taxable income.

### **C.** Accounting for Donation

The City will account for this Donation through a mechanism determined by the City.

### **D.** Tax-Deductible Contributions

- (1) Only upon completion and submission of a Donation Form to the City will Donor be eligible to receive a Tax Deduction for the Donation of a charitable contribution.
- (2) If the Donor does not complete and submit a Donation Form to the City, sign this Agreement, and complete the Donation, the City will not release any documents certifying the Donations.
- (3) Nothing in this Agreement shall be interpreted of imposing responsibility or accountability upon the City for the accuracy of the estimated value of the Donation received, unless the City expressly agrees in writing to participate in the approximation of value through: (1) a public auction, (2) competitive bidding, (3) receipts provided (retail or wholesale) documenting the Donor's actual costs, or (4) a commonly utilized and clearly established methodology of determining fair market value.
- (4) The City is relieved from any and all responsibility and liability for estimating or calculating the value of the Donation received.

### **E. Donation Amount**

- By signing this Agreement Donor is acknowledging that:
- (1) The amount of the Donation is \$1,722.50 for the purchase of Farmers Market Sponsorship Bags; and
- (2) The Donation does not unnecessarily burden the City or unreasonably encumber the funds contributed.

### F. Donation Completion

- (1) By signing this Agreement Donor agrees to:
  - **a.** Fully complete the Donation.
  - **b.** Complete the Donation within the timeframe specified under the Term of this Agreement.

- **c.** Fund the cost of completing the Donation and refund the City any amount of funds it has lost or expended in expectation of timely compliance of the Donation if a project is not timely completed.
- d. Provide documentation specifically listing all gifts that the Donation will include.
- **e.** Relieve the City from any and all responsibility for estimating or calculating the value of the Donation received.
- (2) If the City has received the Donation Form and a signed copy of this Agreement, the City agrees to release any and all documents certifying the Donation upon completion of the Donation.

### **G.** Contact Information

(1) Donor will at all times maintain the following points of contact:

Donor: San Luis Distilling Co., LLC Phone: n/a Facsimile: n/a Alternate Phone: n/a E-Mail: n/a Mailing Address: PO Box 310, Dripping Springs, TX 78620

(2) The primary point of contact under this Agreement for the City shall be:

City Administrator: Michelle Fischer Phone: (512) 858-4725 Facsimile: (512) 858-5646 Alternate Phone: Email: mfischer@cityofdrippingsprings.com Mailing Address: PO Box 984 Dripping Springs, Texas 78620-0384

# H. Term

The term of this Agreement shall be for one (1) year unless otherwise agreed to in writing by both parties through an amendment to this Agreement.

# J. Effective date

This agreement takes effect April 5, 2022 and upon receipt of donation acquisition funds.

#### K. Indemnification

DONOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONOR, HIS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES.

# L. Transferability

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the City and Donor.

#### M. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.

#### N. Entire Agreement

This document represents the entirety of the agreement between the City and Donor. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

#### **O.** Other Documents

The City and Donor agree to execute such further documents, and to take such further acts, as may be necessary or required to carry out the terms of this Agreement.

#### **P.** Amendments

This Agreement may be amended only by an instrument in writing signed by the City and Donor.

#### Q. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.

#### **R.** Third Party

Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and Donor, and no third party whatsoever is intended to benefit here from.

#### S. Authorization

The City represents and warrants to, and covenants with Donor that:

- (1) The execution, delivery and performance of this Agreement by the executing officer have been duly authorized. This Agreement has been duly and validly executed and delivered by the executing officer on behalf of the City, and constitutes a valid and binding obligation, enforceable against the City in accordance with its terms.
- (2) No consent or approval of any third party, including, without limitation, any governmental authority, is required in connection with the execution, delivery or performance of this Agreement. The execution and delivery of this Agreement, and the performance of the obligations and consummation of the transactions contemplated herein do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any contract, indenture,

mortgage, loan agreement, lease, joint venture or other agreement or instrument to which the City is a party or by which the City or any of its respective properties are bound, or result in any violation by it of any law, order, rule or regulation of any court or governmental agency or body. The City is not in material violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject, nor has it failed to obtain and maintain in full force and effect any license, permit, certificate, franchise or other governmental authorization necessary to the ownership of its respective property or to the conduct of its operations under this Agreement.

Executed this, the \_\_\_\_\_ day of \_\_\_\_\_\_ 2021.

**City of Dripping Springs:** 

**Donor:** 

by \_\_\_\_

Bill Foulds, Jr., Mayor

by \_\_\_\_

San Luis Distilling Co., LLC Representative

DRIPPING SPRING	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78602
Submitted By:	Aaron Reed, Public Works Director
Council Meeting Date: Agenda Item Wording:	04/05/2022 Consider approval of a Resolution approving and accepting a construction bond for Caliterra Phase 4 Section 11 wastewater fiscal improvements
Agenda Item Requestor:	
Summary/Background:	Caliterra Phase 4 Section 12 wishes to final plat before completion of wastewater improvements. The Design Engineer submitted a cost estimate to complete the wastewater improvements and City staff approved the amount. Fiscal surety is being posted in the form of a construction bond.
Commission Recommendations:	
<b>Recommended</b> <b>Council Actions:</b>	City staff recommends approval.
Attachments:	
Next Steps/Schedule:	Send to City Secretary for execution.

#### **CITY OF DRIPPING SPRINGS**

#### RESOLUTION No. 2022-R\_\_\_\_

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR CALITERRA PHASE 4 – SECTION 12 WASTEWATER FISCAL IMPROVEMENTS, DESIGN AND CONSTRUCTION; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

- WHEREAS, An engineering estimate for the City of Dripping Springs ("City") design and construction of Caliterra Phase 4 – Section 12 Wastewater Fiscal Improvements has been met with a construction bond no. 800132288 ("Bond") issued for Caliterra Phase 4 – Section 12 by Atlantic Specialty Insurance Company ("Surety"); and
- **WHEREAS**, City staff has reviewed the attached Bond and found it acceptable and in compliance with the City's code; and
- **WHEREAS**, the City Council of the City of Dripping Springs ("Council") deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and
- **WHEREAS**, the Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

- 1. The foregoing recitals are adopted as facts and are incorporated fully herein.
- 2. The City Council hereby approves and accepts the Company's proposed Construction Bond, which stands as security for said completion of Wastewater Fiscal Improvements of Caliterra Phase 4 – Section 12, bond no. 800132288 in the sum of \$223,109.25 attached hereto as Attachment "A" and incorporated fully herein.
- **3.** The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
- **4.** The City Council hereby authorizes the Mayor or the Mayor's designee to execute on the City's behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
- 5. This Resolution shall take effect immediately upon passage.
- 6. The City Secretary is instructed to file a copy of this Resolution among City records.
- 7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED, this the 5<sup>th</sup> day of April 2022, by the City Council of Dripping Springs, Texas.

# **CITY OF DRIPPING SPRINGS:**

Bill Foulds, Jr., Mayor

# ATTEST:

Andrea Cunningham, City Secretary

KNOW ALL MEN BY THESE PRESENTS, That we, <u>CF CSLK CALITERRA LLC</u> as Principal, and <u>Atlantic Specialty</u> <u>Insurance Company</u>, a Corporation of the State of <u>New York</u>, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the CITY OF DRIPPING SPRINGS in the sum of Two Hundred Twenty-Three Thousand One Hundred Nine and 25/100 Dollars (\$223,109.25) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the CITY OF DRIPPING SPRINGS has required the Principal to post fiscal surety for the following purpose:

To ensure completion of the following improvements: Wastewater Fiscal improvements for Caliterra Phase 4 – Section 12.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the CITY OF DRIPPING SPRINGS signed by the City Administrators of City Engineer or designee stating that the CITY OF DRIPPING SPRINGS considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete under the inspection and to the satisfaction of the CITY OF DRIPPING SPRINGS and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 17th day of March, 2022.

CF CSLK CALITERRA PRINCIPAL BY:

Authorized Signature

<u>1345 Ave. of the Americas, 46<sup>th</sup> Floor</u> Mailing Address

New York, NY 10105 City, State & Zip Code Atlantic Specialty Insurance Company

SURETY

Brook T. Smith, Attorney-in-Fact

605 Highway 169 North, Suite 800 Mailing Address

<u>Plymouth, MN 55441</u> City, State & Zip Code



# Provide of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of; **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

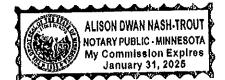


re onlin

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

By

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

RPORA

1986

Signed and sealed. Dated 17th day of March , 2027

This Power of Attorney expires January 31, 2025

25 Barn

Kara Barrow, Secretary

Please direct bond verifications to surety@intactiosurance.com

ST URIPPING SPRING	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78602
Submitted By:	Aaron Reed, Public Works Director
Council Meeting Date:	04/05/2022
Agenda Item Wording:	Discuss and consider approval of the selection of Engineering Services regarding the TxDOT CSJ 0914-33-088 Middle School TASA Sidewalk Project, subject to TxDOT concurrence; and authorization for the City Administrator to negotiate the contract.
Agenda Item Requestor:	Aaron Reed
Summary/Background:	In May of 2019 the City of Dripping Springs adopted Resolution 2019-R28 approving the submission of the TASA (Transportation Alternatives Set Aside) project nomination to TxDOT. The City approved an Advance Funding Agreement and City staff has been completing the steps to stay on schedule for a let date in 2023. At this time the City needs to procure professional services to generate plans, specifications, and estimates. The City posted an RFQ using TxDOT approved procurement procedures. The RFQ was posted for at least 21 days on the City website and Electronic State Business Daily. The RFQ was also listed in the City's newspaper of record. City staff received and scored Statements of Qualification from five firms. Once selected, the City will need to negotiate a professional service agreement. City staff is recommending approval of the selection of Kimley Horn and requesting authorization to negotiate the agreement. FY22/FY23 budgeting for this project is \$300,000.
Commission Recommendations: Recommended Council Actions:	City staff recommends approval of the selection of Kimley Horn for engineering services.
Attachments:	

Next Steps/Schedule:

Once negotiated, staff will present the contract to City Council for approval.

# San Marcos Publishing, LP Wimberley View • Century News P.O. Box 49, Wimberley, Texas 78676 (512) 847-2202

State of Texas County of Hays

FEB 18 2022 City of Dripping Springs

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

My name is <u>Dalton Sweat</u>, and I am the <u>General Manager</u>, of the <u>The Wimberley View & The Dripping</u> <u>Springs Century News</u>, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 2 weeks on the following dates:

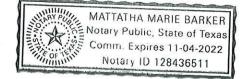
February 10,	2022
Febrary 17,	2022
	_2022
	2022

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

Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this / Ceth\_day of \_\_\_\_\_\_, 2022 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for Havs County, Texas



Item # 10.

#### REQUEST FOR QUALIFICATIONS CITY OF DRIPPING SPRINGS, TEXAS Request for Qualifications Number 2022-001

#### PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting Statements of Qualifications for "MIDDLE SCHOOL SIDEWALK CONNECTIVITY ENGINEERING SERVICES RFQ".

Sealed Statements of Qualifications must be submitted in one (1) original, three (3) copies, and one (1) electronic copy in PDF formant on a flash drive and shall be delivered to:

City of Dripping Springs, Texas Attn: Aaron Reed, Public Works Director 511 Mercer Street or P.O. Box 384 Dripping Springs, Texas 78620

Statements of Qualifications must be submitted by 3 p.m. on March 3<sup>rd</sup> 2022, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

An optional pre-submittal conference will be held on February 17<sup>th</sup> 2022 at 2 p.m. at Dripping Springs City Hall 511 Mercer St. Dripping Springs, TX 78620. This meeting is optional. If interested in participating in the pre-proposal meeting please email areed@cityofdrippingsprings.com by February 14th, 2022 to receive the meeting invite.

If additional information is requested, please email questions to Aaron Reed, Public Works Director, at areed@cityofdrippingsprings.com with "MIDDLE SCHOOL SIDEWALK CONNECTIVITY ENGINEERING SERVICES RFQ"." in the subject line. RFQs may be viewed online at the City's website at www.cityofdrippingsprings.com.

### **REQUEST FOR QUALIFICATIONS CITY OF DRIPPING SPRINGS, TEXAS Request for Qualifications Number 2022-001**

The City of Dripping Springs ("City") has received funding from the Texas Department of Transportation for a Transportation Alternatives Set-Aside Program ("Project") to construct sidewalks along US Hwy 290, Old Hwy 290, and Roger Hanks Pkwy. in Dripping Springs, Texas; and, now intends to enter into <u>one</u> (1) contract with a consulting engineering firm as a professional service provider, including design services, pursuant to 23 C.F.R. 172 (effective June 22, 2015) to provide the following services.

#### **REQUEST FOR STATEMENT OF QUALIFICATIONS:**

The City of Dripping Springs, hereinafter referred to as "the City", is soliciting Statement of Qualifications (SOQ) from engineering firms, hereinafter referred to as "Applicant," which have LGPP Certified staff and more than three (3) years of experience in design and construction administration of TxDOT projects as outlined in the SCOPE OF SERVICES section of this request. The Applicant awarded the contract is referred to herein as "the Consultant."

Statement of Qualifications are due on <u>March 3<sup>rd</sup> 2022 at 3 p.m.</u> will be opened by City Staff at that time. Proposals will become public, as required by the Texas Public Information Act, Texas Government Code, Chapter 552 after the contract is awarded.

#### Project Description and Work to be Performed

Categories of work include engineering and design of sidewalks, shared use paths, crosswalks, striping and signs, safe crossing infrastructure, bike racks, and benches within the specified limits stated above

The City will select a Consultant which has adequate LGPP Certified staff and more than three (3) years of experience in design and construction management of TxDOT projects. At least one of Consultant's team members working on each phase of the Project on a daily basis should have mandatory TxDOT Local Government Project Procedures (LGPP) certification. The selected Consultant will be required to have extensive experience including design, and development of Plans, Specifications and Estimates (PS&E) in accordance with TxDOT procedures. Consultant shall provide to the City a State Letter of Authority (SLOA) and Federal Project Authorization & Agreements (FPAAs) from TxDOT. Additional duties include surveying, geotechnical engineering services, design and review compliant with TDLR and ADA requirements, completion of an environmental assessment, and coordination of utility location and relocation (if required).

#### **Disadvantage Business Enterprise (DBE)**

This is a federally funded contract. When federal funds are participating in the professional services phase of the project the City will implement TxDOT's DBE program and coordinate

closely with the TxDOT district. A DBE goal of 0% has been established for this project; however, compliance with the Disadvantaged/Minority Business Enterprise Program, established in 49 CFR Part 26.

#### Scope and Tasks of Services

Engineering services will include, but may not be limited to the following Project Tasks:

- Topographic Design Survey (Consultant will be required to prepare detailed topographic design surveys as needed for design of project.).
- Preparation of Detailed Plans and Specifications (in compliance with TxDOT standards) (The Consultant shall be required to prepare detailed plans/specifications for the work) Consultant will be required to produce detailed specifications for any specialized construction, which may be required.).
- Construction Phasing Plan (Consultant shall propose a detailed construction phasing plan, in accordance with federal/state guidelines, as a part of the final Plans and Specifications.).
- Construction Cost Estimate (Consultant shall utilize current industry costs relevant to project and establish realistic and accurate construction cost estimates for work.)
- Construction Administration (Consultant shall assist in construction administration as requested by the City or TxDOT. This may include review of pay requests, RFIs, construction activities and issues throughout construction.).
- Geotechnical Recommendation (Consultant shall provide a geotechnical recommendation adequate for design of pedestrian bridge foundation and sidewalks.
- Utility Coordination (Consultant shall coordinate with utility companies for utility location and relocation (if required)
- Environmental Assessment (Consultant shall complete required environmental assessments. At this time, it is presumed the project will fall under a categorical exclusion)

The specific services to be provided will be determined through a negotiation and mutual agreement between the City and the Consultant once the best qualified consultant is chosen. The City expressly reserves the right to perform any part of the project itself or to use outside services as necessary.

#### **Final Deliverables**

Over the life of the project, the City will expect deliverables as follows:

- 30% Plans, Specifications & Estimates (to be reviewed by the City and approved by TxDOT)
- 60% Plans, Specifications & Estimates (to be reviewed by the City and approved by TxDOT)
- 90% Plans, Specifications and Estimates (to be reviewed by the City and approved by TxDOT)

• 100% Final Bid Documents – Plans, Specifications, and Estimates

Additional deliverables may be required, depending upon the nature of the work and progress of the Project. All deliverables should be designed in accordance with Federal, State and Local requirements, including all TxDOT standard for plans, specifications and estimates.

### Selection Criteria

The Applicant must demonstrate that a professional engineer registered in the State of Texas will sign and seal the work to be performed under this contract and demonstrate that the prime provider will perform a minimum of 50% of the actual contract work. The City will verify all Applicants' eligibility under state and local law and ensure no Applicant is considered that has been suspended or debarred from engaging in projects. The City may also choose, at its option, to meet and interview Applicants to aid in its selection.

The selection will be based on the evaluation of the Statement of Qualifications submitted. The City will follow Federal and State law including Chapters 171 and 176 of the Texas Local Government Code and Article 2.02 of the City of Dripping Springs Code of Ordinances.

#### Each Qualification will be evaluated using the following criteria

•	Project understanding and approach	(20%)
•	PM's experience with similar state and municipal projects	(20%)
•	Experience of the task leaders with similar state and municipal projects	(20%)
•	References	(20%)
•	Team's experience with sidewalk development projects which	
	meet the requirements of the Transportation Alternates	
	Set-Aside Program (TASA)	(15%)
•	Prime providers Quality Assurance/Control Program.	(5%)

Total: 100%

#### **Qualification Requirements**

The Qualification must include the following:

- 1. The Request for Qualification Number <u>RFQ 2022-001.</u>
- 2. An organization chart containing the names, addresses, telephone number, and email addresses of the prime provider, along with all sub provider's key personnel proposed for the team and their contract responsibilities.
- 3. The name of the prime provider's project manager and key personnel who will work on the contract.
- 4. Information providing team qualifications and capabilities, and understanding, similar project-related experience.

Request for Qualifications TxDOT-Middle School Sidewalks

- 5. Verification that the proposed team individuals are currently employed by either the prime provider or a sub provider.
- 6. Verification of project team members that currently hold TXDOT Local Government Project Procedures (LGPP) Certification.
- 7. Confirmation that the professional engineer assigned to the project carries general liability insurance, worker's compensation, Business Automobile Policy, and professional liability insurance within ten (10) calendar days of any Notice of Award.
- 8. Name and Contact information for at least three (3) references for similar related projects (including mailing address, email address and telephone number). References may be confirmed.
- 9. Provide a description of your project approach and management plans relative to the advertised services.
- 10. Describe ability to meet project time frame proposed by the City.
- 11. In order to be considered for award of this contract, Applicants must be Administratively Qualified by TxDOT and have an approved indirect cost rate.

#### **Basis of Payment**

The basis of payment will be Lump Sum.

#### General Requirements:

A. Independent Consultant

The selected Consultant shall not be an employee or officer of the City. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

- B. General Liability Insurance/Professional Liability See attached "City of Dripping Springs Contractor Insurance Requirements."
- C. Conflict of Interest Affidavit as required by Chapter 176.
- D. Certificate of Interested Parties (1295) as required by Section 2252.908 of the Texas Government Code.

#### **Statement of Qualifications Submission Deadline:**

A. Statements of Qualifications must be addressed to Aaron Reed, Public Works Director and received at the City offices at 511 Mercer St, Dripping Springs TX 78620, Dripping Springs, TX, 78676 at or before: 3 p.m. March 3<sup>rd</sup> 2022

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 3:00 PM WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO

EXCEPTIONS. NEITHER FAXED STATEMENTS OF QUALIFICATIONS NOR EMAILED STATEMENTS OF QUALIFICATIONS WILL BE ACCEPTED.

- B. Statements of qualifications must be submitted in a sealed envelope clearly bearing the name of the Applicant and address and bearing the words: "MIDDLE SCHOOL SIDEWALK CONNECTIVITY ENGINEERING SERVICES RFQ".
- C. One (1) Original and three (3) copies and one (1) electronic copy (in PDF format) on flash drive, of the Statement of Qualifications are required.
- D. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the Public Works Director, has received Qualifications. Any Qualifications received after the deadline will not be accepted.

### Award:

- 1. The City reserves the right to reject any or all Applicants.
- 2. After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.
- 3. In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

# Written Agreement:

The chosen Consultant will be required to negotiate a written agreement with the City.

#### **Omissions**:

Should this solicitation fail to contain sufficient information in order for interested Applicants to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested Applicant may in writing request clarification from the Public Works Director no later than five (5) days prior to the required time and date for statement of qualification submission. The interested Applicant shall email a copy of the written clarification request to the <u>Public</u> Works Director, Aaron Reed, areed@cityofdrippingsprings.com . Written requests from interested Applicants and written responses by the City will be provided to all Applicants.

#### Additional Information:

Contact with persons other than the Public Works Director as provided above, may result in the disqualification of the Applicant's submittal. In fairness to all Applicants, the City will not communicate with anyone representing a potential provider of services during the RFQ process, except (1) as contemplated under Omissions hereinabove, (2) meetings and communications required to conduct business not related to the RFQ, and (3) possible personal presentations by Applicants after written submittals have been received and evaluated, if deemed necessary by City.

In addition, the City reserves the right to contact any Applicant for purposes of obtaining clarification of a submission, as deemed necessary after responses have been opened and also as contemplated above.

#### **Cost of Developing Statements of Qualifications:**

All costs related to the preparation of the statement of qualifications and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

#### **Document Ownerships**

All submittals, including attachments and supplementary materials shall become, upon submission, property of the City of Dripping Springs and will not be returned to the submitting Applicant.

#### **Optional Pre-Submittal Conference:**

An optional pre-submittal conference will be held on February 17<sup>th</sup> 2022.

#### Attachments:

- Attachment "A": City of Dripping Springs Contractor Insurance Requirements
- Attachment "B": Response Form

#### ATTACHMENT "A"

#### **CITY OF DRIPPING SPRINGS ENGINEERING FIRM INSURANCE REQUIREMENTS**

Engineering Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
- 2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
- 3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**Insurance Company Qualification:** All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

**Certificate of Insurance:** Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Engineering Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

#### **Type of Contract Type and Amount of Insurance**

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

#### **ATTACHMENT "B"**

#### **RESPONSE FORM**

#### **RESPONDER:**

Date:	
Company:	
Signature:	

Printed Name:

Title: Address:

Federal EIN #/SSN #

Authorized Signature \_\_\_\_\_ Date \_\_\_\_ Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is not delinquent on any payment due the City nor involved in any lawsuit against the City.

Print	
Name	Title

#### **REFERENCES**:

Each Responder is to provide a minimum of three (3) verifiable business references for which the Responder has performed work.

Company Name:

Address: Contact Person:

Telephone: Brief description of project: Company Name:

Address: Contact Person:

Telephone: Brief description of project:

Company Name:

Address: Contact Person:

Telephone:

Brief description of project:

Please provide the following information for contract development. Is your firm:

Sole Proprietorship	YES	NO
Partnership	YES	NO
Corporation	YES	NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner(s) full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Item # 10.



# City of Dripping Springs RFQ 2022-001

# Addendum #1

1. Is Environmental Included in the Scope?

Yes.

2. Is Engineering paid for by the City.

The Engineering is included in the total project cost and will be paid by the City as an in-kind contribution.

3. Is the City handling grant administration?

The City's Public Works Director and City Engineer will be acting as Project Managers on the project and coordinating the project with TxDOT and the consultant.

4. Will the City handle ROW and easement acquisitions?

Yes.

5. What is the project let date?

The project will be state let and the let date is currently set for June 2023.

The project will construct 1,530 ft. of 10' shared use path and 4,650 ft. of 5' sidewalk. A project map is attached.

ST DRIPPING STRIKE	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78620
Submitted By:	Caylie Houchin, Community Events Coordinator
Council Meeting Date:	April 5 <sup>th</sup> , 2022
Agenda Item Wording:	Discuss and consider approval of a Resolution finding that the Founders Day Parade Scheduled to be held on Friday, April 22, 2022, in and near the City, serves a Valid and Legitimate Public Purpose, and Authorizing the City's Support of and Cooperation with the Event and adopting the Founders Day Festival Traffic and Security Plan.
Agenda Item Requestor:	Caylie Houchin, Community Events Coordinator/Founders Day Commission
Summary/Background:	The 33 <sup>rd</sup> annual Founders Day Festival is scheduled to take place from April 22 <sup>nd</sup> – April 24 <sup>th</sup> . The Founders Day Festival Parade is scheduled for April 22 <sup>nd</sup> at 6:30PM. This year's parade theme is Drippin' Through the Decades where participants are encouraged to decorate their floats fitting with the theme. For the safety of participants and volunteers, it is essential to temporarily close roads. The empty streets will transform into the Founders Day Festival grounds, filled with food and drink vendors, carnival rides, entertainment, and local business vendors. The roads being closed are as follows: 1. Old Fitzhugh from RR 12 to Mercer (closed to thru traffic) 2. Mercer from Bluff to RR 12 (closed to thru traffic 12 noon on Friday) 4. Wallace from RR 12 to Bluff (closed) 5. Bluff, College, and San Marcos from US 290 to Mercer (closed). The plan has been reviewed by the City Engineer and the resolution allows us to coordinate with the Texas Department of Transportation.
Recommended Council Actions:	Staff recommends approval of the resolution.
Attachments:	2022 Traffic Control Plan 2022 Parade Resolution

**Next Steps/Schedule:** Work with Founders Day Commission, City Maintenance, and Area Wide Protective - Traffic Control Company to facilitate closing the roads for Founders Day Festival. Coordinate with TxDOT.

#### **CITY OF DRIPPING SPRINGS**

#### RESOLUTION No. 2022-R\_\_\_\_

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, FINDING THAT THE FOUNDERS DAY PARADE SCHEDULED TO BE HELD ON FRIDAY, APRIL 22, 2022, IN AND NEAR THE CITY, SERVES A VALID AND LEGITIMATE PUBLIC PURPOSE, AND AUTHORIZING THE CITY'S SUPPORT OF AND COOPERATION WITH THE EVENT.

- WHEREAS, the City of Dripping Springs ("The City") is the sponsor of an event known as *Founders Day Parade* on April 22, 2022 ("the Event"); and,
- **WHEREAS,** the City needs the cooperation of the Texas Department of Transportation ("TXDOT") in the temporary closure of a portion of U.S. Highway 290 for the Event; and,
- **WHEREAS,** the City Council finds and determines that the Event serves a valid and legitimate public purpose; and,
- **WHEREAS,** the City, in recognition of the public purpose of the Event, wishes to ensure the safety and convenience of the traveling public, and ensure that the closure of the State right-of-way will be performed within the State's requirements.

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

- 1. The City Council hereby declares its support for, and cooperation with, the 2022 *Founders Day Parade*.
- 2. The City Council requests that TXDOT approve and facilitate the temporary closure of a portion of U.S. Highway 290, specifically a portion of the West bound lanes from the intersection of Highway 290 and Ranch Road 12 to Sportsplex Drive, for the purposes of the event.
- **3.** The City Council authorizes and directs the Mayor to execute on behalf of the City an Agreement for the Temporary Closure of State Right of Way.
- **4.** The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.
- **5.** 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 5<sup>th</sup> day of April 2022, 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



# 2022 TRAFFIC CONTROL, SAFETY AND SECURITY PLAN DRIPPING SPRINGS, TEXAS APRIL 22-24, 2022

#### SCOPE:

This Traffic Control Plan (TCP) has been prepared to promote safety and convenience. The City will temporarily close Mercer Street during the annual Founders Day celebration April 22-24, 2022. Other City streets will also be temporarily closed during the celebration and this TCP includes those streets as well (Location Map attached).

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

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

# **TEMPORARY ROAD CLOSURES (LAYOUT ATTACHED):**

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

# TEMPORARY LANE CLOSURE FOR PARADE (LAYOUT ATTACHED):

Westbound lane closure of US 290 from San Marcos to Sportsplex Drive (April 22, 2022 from 6pm to 8pm)

# STANDARD DETAILS (REFER TO):

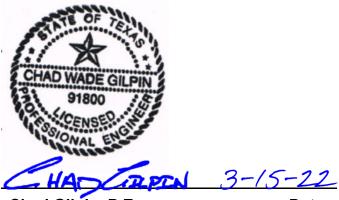
TXDOT BC (1) – 21 through BC (12) - 21

# SPECIFICATIONS FOR STREET CLOSURES:

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

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

# Prepared by the City Engineer:



Chad Gilpin, P.E.

Date



# 2022 TRAFFIC CONTROL, SAFETY AND SECURITY PLAN

# Street Closures

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

West Mercer at Bluff Street will be closed at 5PM on Thursday, April 21, 2022. Wallace from San Marcos to Bluff will be closed at 6AM on Friday, April 22, 2022. East Mercer, Wallace, Bluff, San Marcos, and College Streets will be closed at 12:00 noon on Friday April 22, 2022. All streets will reopen to the general public on Sunday, April 24, 2022 when it is safe to do so.

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

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

#### **Ranch Road 12 and Mercer Street**

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

- 1. Headquarters for the EMS and the Sheriff's department.
- 2. To allow for an ingress and egress for cooks and vendors. Specifically:
  - a. To allow cooks to exit no later than 4:30 pm on Friday after setting-up.
  - b. To allow vendors to enter Saturday morning from 6:00-9:00 am
- 3. To allow vendors to leave on Sunday by 7:00 pm
- 4. Allow cooks who must leave early to exit on Sunday between 6:00and 8:00am.

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

#### **Ranch Road 12 and Wallace**

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

- 1. To allow an entrance and egress for cooks on Friday afternoon. Specifically:
  - a. To allow cooks to enter under the direction of the Cook Off Club
  - b. To allow cooks to exit no later than 4:30 p.m. on Friday.
- 2. To allow cooks to leave on Sunday when all clear is given by the Hays County Sheriff.

### San Marcos and Wallace (closed at US 290):

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

- 1. To allow an entrance for cooks on Friday afternoon. Specifically:
  - a. To allow cooks to enter no earlier than as allowed in at the direction of the Cook Off Club
  - b. Cooks must present an "Entrance Form" to the attendant to be admitted.
  - c. All cook vehicles must be out of the downtown area after unloading by 4:30 pm.
  - d. After setting-up their equipment, the cooks will depart at the Mercer and RR 12 exit. The intersection will close at 4:00 pm and remain closed until the Hays County Sheriff's department deems it is safe to open.

#### Shell's drive-thru:

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

#### College and Wallace (closed at US 290) :

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

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

**Wallace and Bluff (closed at US 290):** This intersection will be closed to the public by the use of road barricades with road closure, do not enter and one way signage. The barricades will be manned by security personnel to allow entrance and egress. The intersection is scheduled to be blocked on Friday at 12:00 noon and will not re-open until the festival ends on Sunday evening at which time the Hays County Sheriff's deems that it is safe to do so.

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

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

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

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

# **DEPUTY PATROL SCHEDULE**

We will contract with the Hays County Sherriff's office and Gary Job Corp to provide security. Deputies and Gary Job Corp Security Officers will be present from when the streets close on April 22, 2022 at 12:00 pm until the streets re-open to the public on April 24, 2022 once deemed safe by the Hays County Sheriffs

# PARADE SAFETY

The Commission has 42" high safety cones with top loops and pennant flags to be used along the parade route to keep crowds from moving into the parade route. Parade rules have also been adopted:

Use of Alcoholic Beverages is strictly prohibited.

 Non-parade vehicles are not allowed in the staging area. The staging area consists of the old Walnut Springs Elementary school parking areas and roadways. Participants may be dropped off at the driveway entrances to the old Walnut Springs Elementary school Campus, on Sportsplex Drive, and walk to their designated staging area.

• Parade vehicles must enter the staging area they are assigned to at the parade safety meeting. Please observe the parade volunteer's instructions and directions.

• Only those vehicles with an official entry card will be allowed to enter the staging area. Those not holding an official entry card will not be able to participate.

- Entry cards will be provided at a mandatory parade pre-meeting held on April 6, 2022 at 5:30 pm at Dripping Springs Ranch Park:
  - Every approved parade participant must send an adult representative to the pre-parade meeting.

- Those entries that have been approved, but do not attend the pre-parade meeting will not be allowed to participate.
- There will be no refunds for parade entries that have been approved and do not attend the pre-parade meeting.
- Driving or parking vehicles on any grassy areas of the campus is absolutely prohibited.
- Staging will begin at 4:30pm and vehicles will be allowed to enter only until 6:00 pm.

• Once arriving in the staging area, your group may join the line up in the designated group areas, "A", "B", or "C", at your designated spot. Please observe the parade volunteer's instructions and directions.

• You must turn in the "Parade Participant Card" that you received at the mandatory Parade safety meeting upon arrival. Completion of this card is required so that the Master of Ceremony may properly introduce your group.

• If your entry includes animals, you are expected to have a waste detail walking immediately behind your group with the appropriate shovels and buckets. If you do not have the appropriate clean-up detail, entry in the parade will be denied.

• If your entry includes animals, you are expected to maintain control of your animal at all times. Riders not exhibiting control will be removed from the parade for their own and spectatorsafety.

• If your group will be throwing candy, you must have an adult walker on each side and behind the float or vehicle to ensure spectators or children do not reach near or under the vehicles. Candy must be thrown underhand and at the feet of the spectators. Any group throwing overhand or directly at a spectator will be asked to stop and will not be invited to participate in subsequent parades.

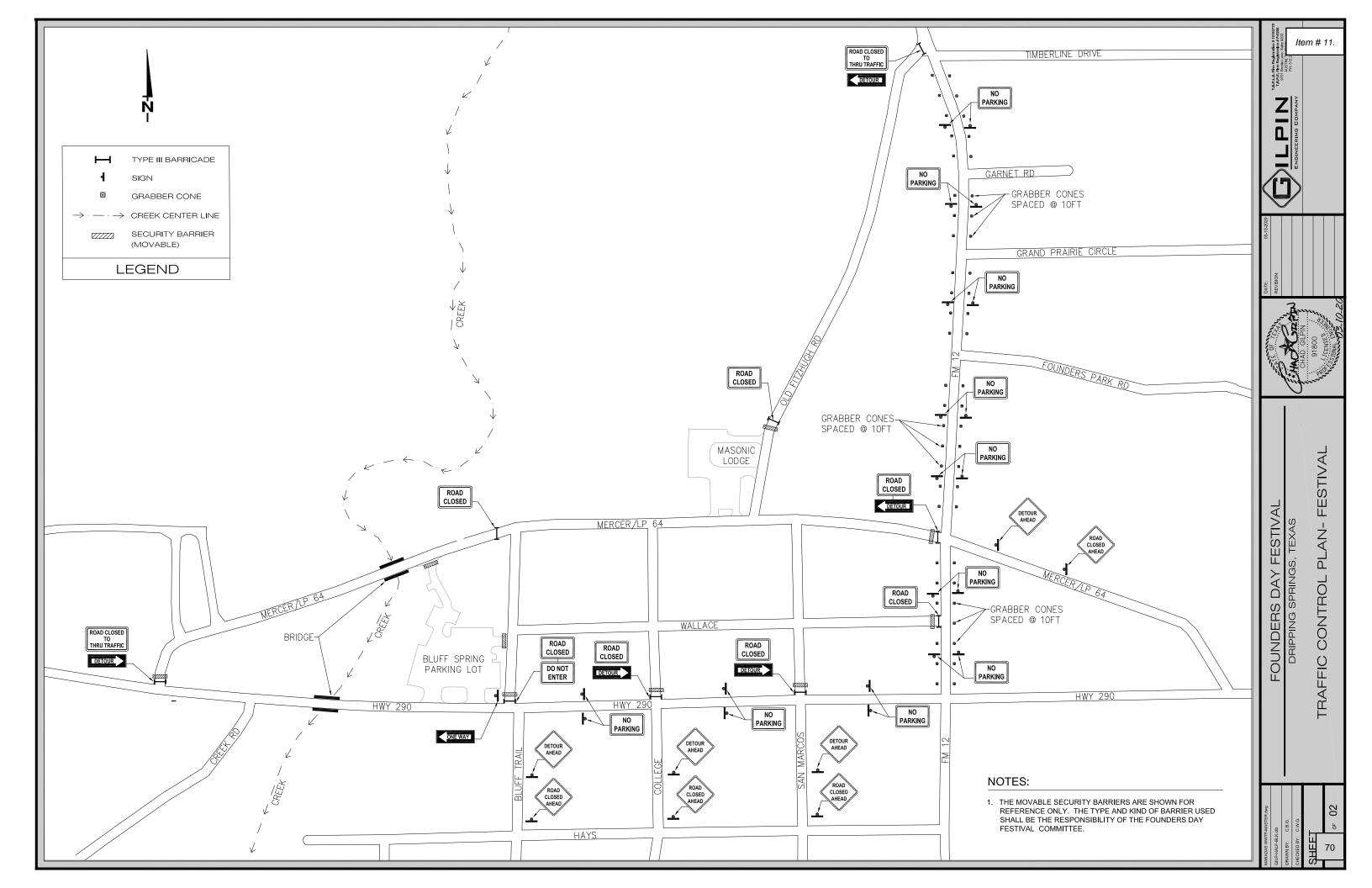
• If your group would like to throw any items other than candy, it must be approved by a parade official at the pre-parade meeting.

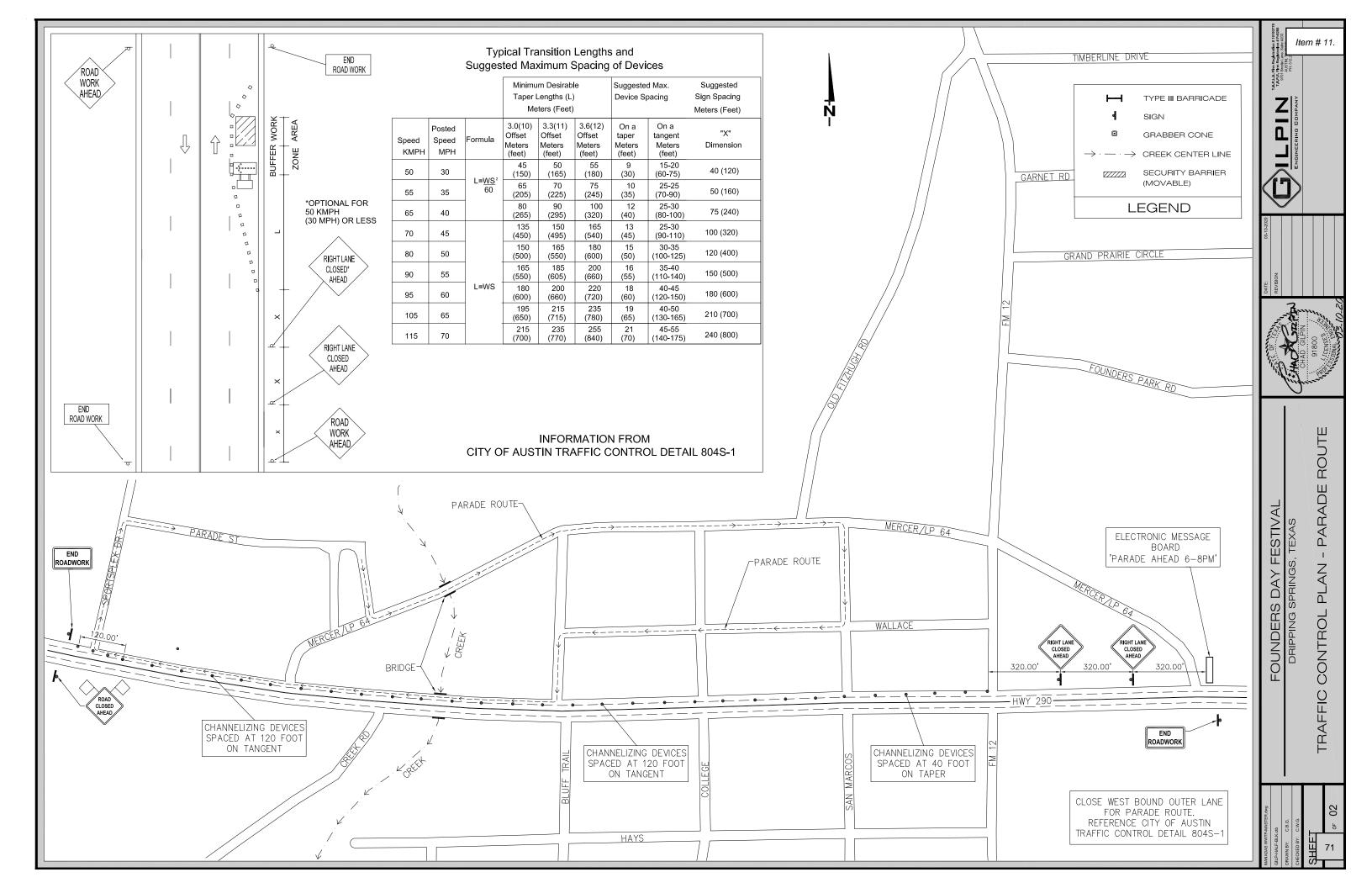
• Follow the parade route and follow the instructions and directions of the parade route. Do not ask to leave the parade route early.

• If emergency vehicles need to leave the parade suddenly to answer an emergency, please getout of the way to facilitate their departure.

• Participants are not allowed to get on or off your float or vehicle while it is in motion or anywhere on the parade route.

• Do not allow participants to start dismantling your float until the float has returned to the staging area and is safely parked.





#### BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

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

#### WORKER SAFETY NOTES:

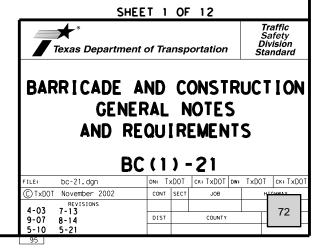
- 1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility" Apparel." or equivalent revisions, and labeled as ANSI 107-2004 standard performance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

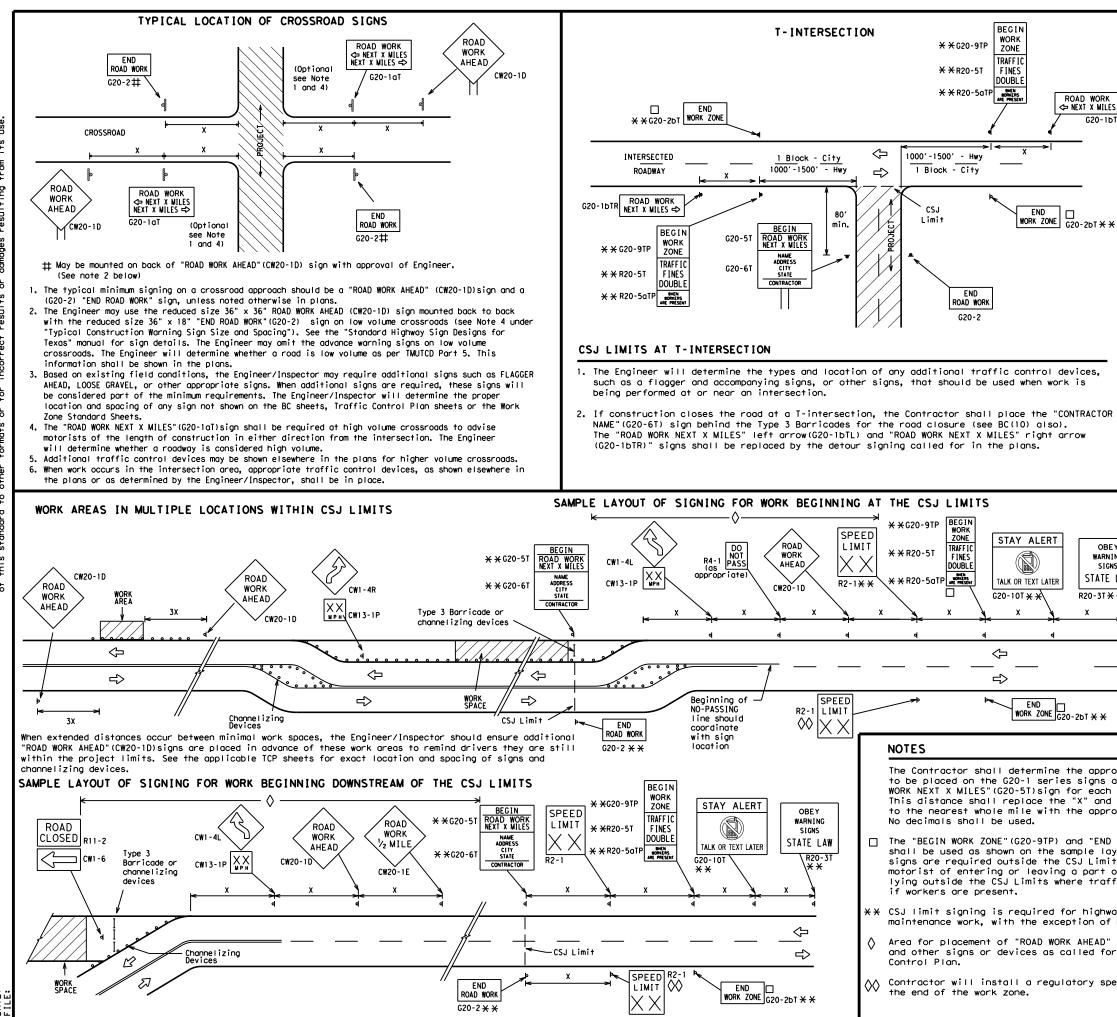
#### COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

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

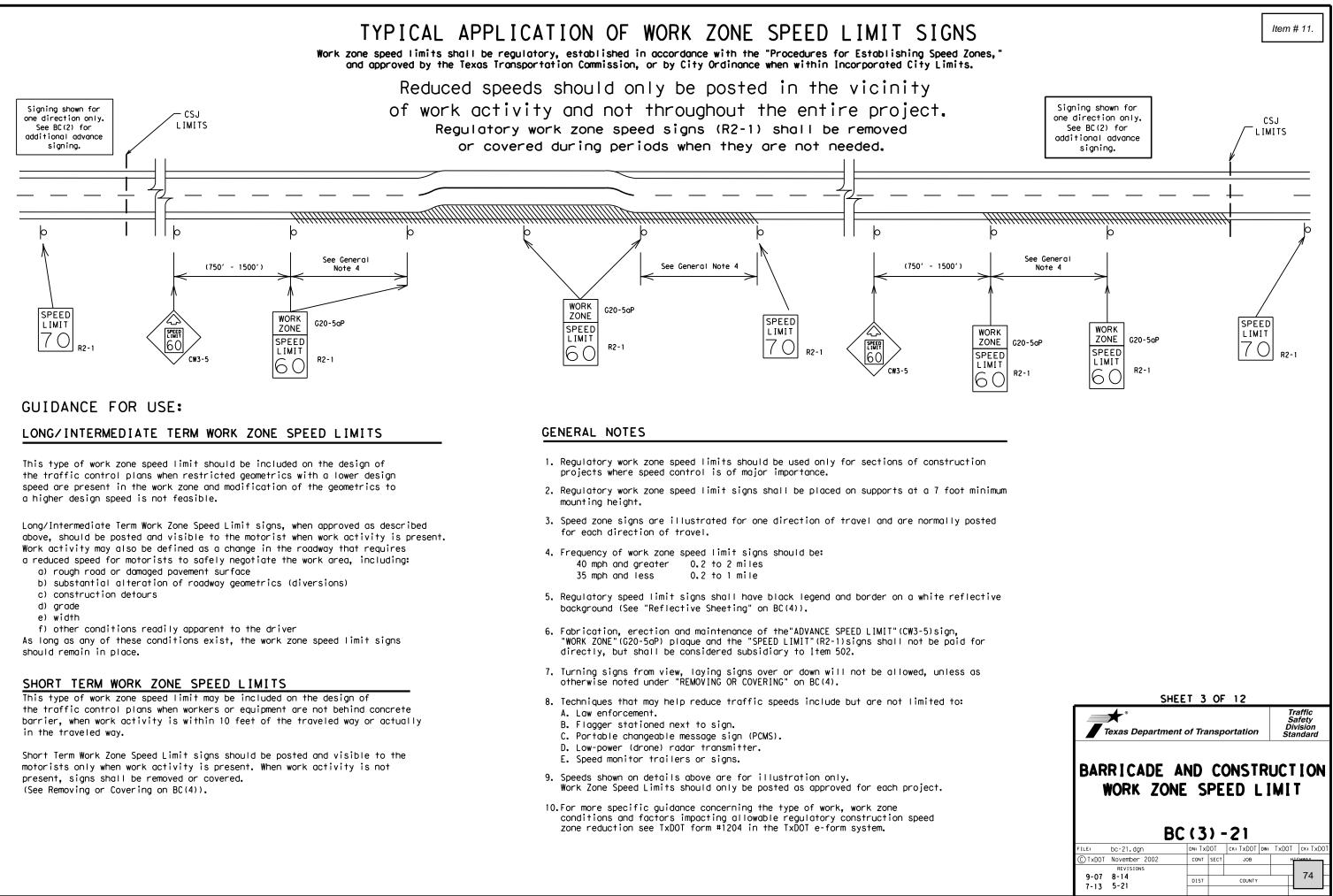
THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS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

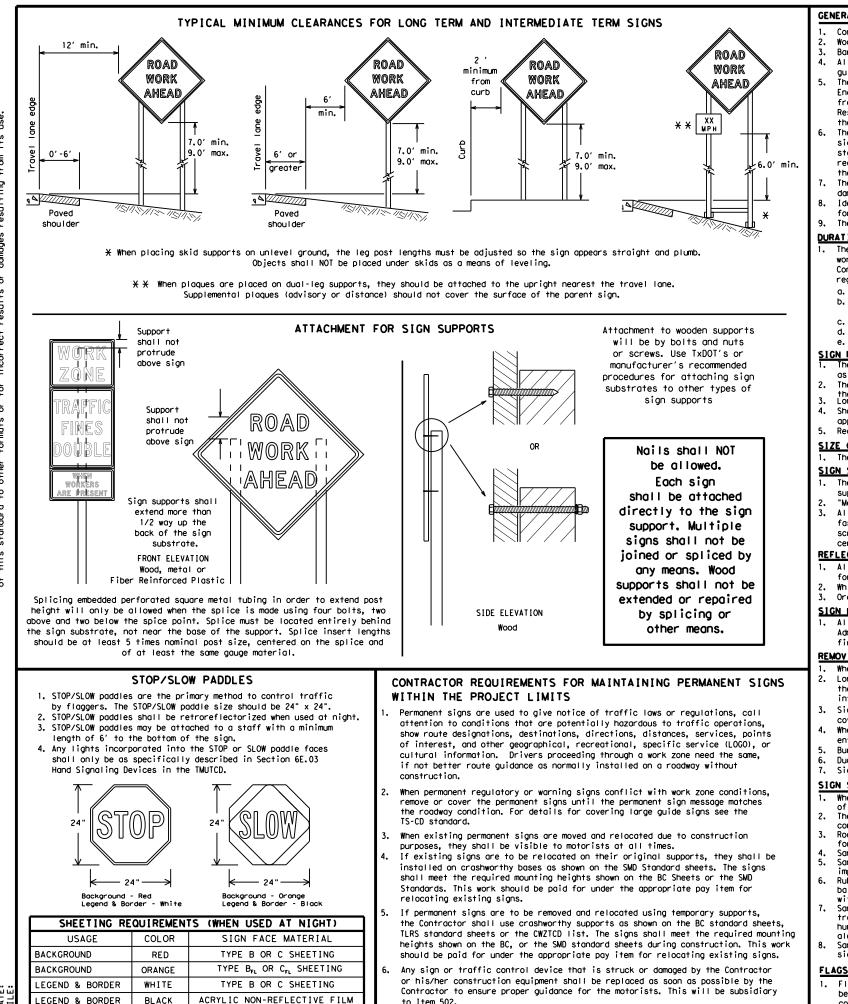
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#### GENERAL NOTES FOR WORK ZONE SIGNS

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer. Wooden sign posts shall be painted white.
- Barricades shall NOT be used as sign supports
- guide the traveling public safely through the work zone.
- the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
- the Engineer can verify the correct procedures are being followed.
- damaged or marred reflective sheeting as directed by the Engineer/Inspector.
- for identification shall be 1 inch.

#### The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

#### <u>DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)</u>

- regard to crashworthiness and duration of work requirements.
- a. Long-term stationary work that occupies a location more than 3 days.
- more than one hour. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
- Short, duration work that occupies a location up to 1 hour.
- Mobile work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

#### SIGN MOUNTING HEIGHT

- The bottom of Long-term/intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
- the ground. Long-term/Intermediate-term Signs may be used in Lieu of Short-term/Short Duration signing.
- Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to
- appropriate Long-term/Intermediate sign height.

## SIZE OF SIGNS

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

#### SIGN SUBSTRATES

- "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave. centers. The Engineer may approve other methods of splicing the sign face.

#### REFLECTIVE SHEETING

- 1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300

#### SIGN LETTERS

first class workmanship in accordance with Department Standards and Specifications.

#### REMOVING OR COVERING

- When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- intersections where the sign may be seen from approaching traffic. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely
- covered when not required.
- entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting. Burlap shall NOT be used to cover signs.
- Duct tape or other adhesive material shall NOT be affixed to a sign face.
- Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

#### SIGN SUPPORT WEIGHTS

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

#### FLAGS ON SIGNS

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

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

to Item 502.

LEGEND & BORDER

All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and

The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in

The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZICD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a guestion regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so

The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or

Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used

The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in

Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting

The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above

Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

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

for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1). White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background. 3. Orange sheeting, meeting the requirements of DMS-8300 Type B<sub>FL</sub> or Type C<sub>FL</sub>, shall be used for rigid signs with orange backgrounds.

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

Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any

When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the

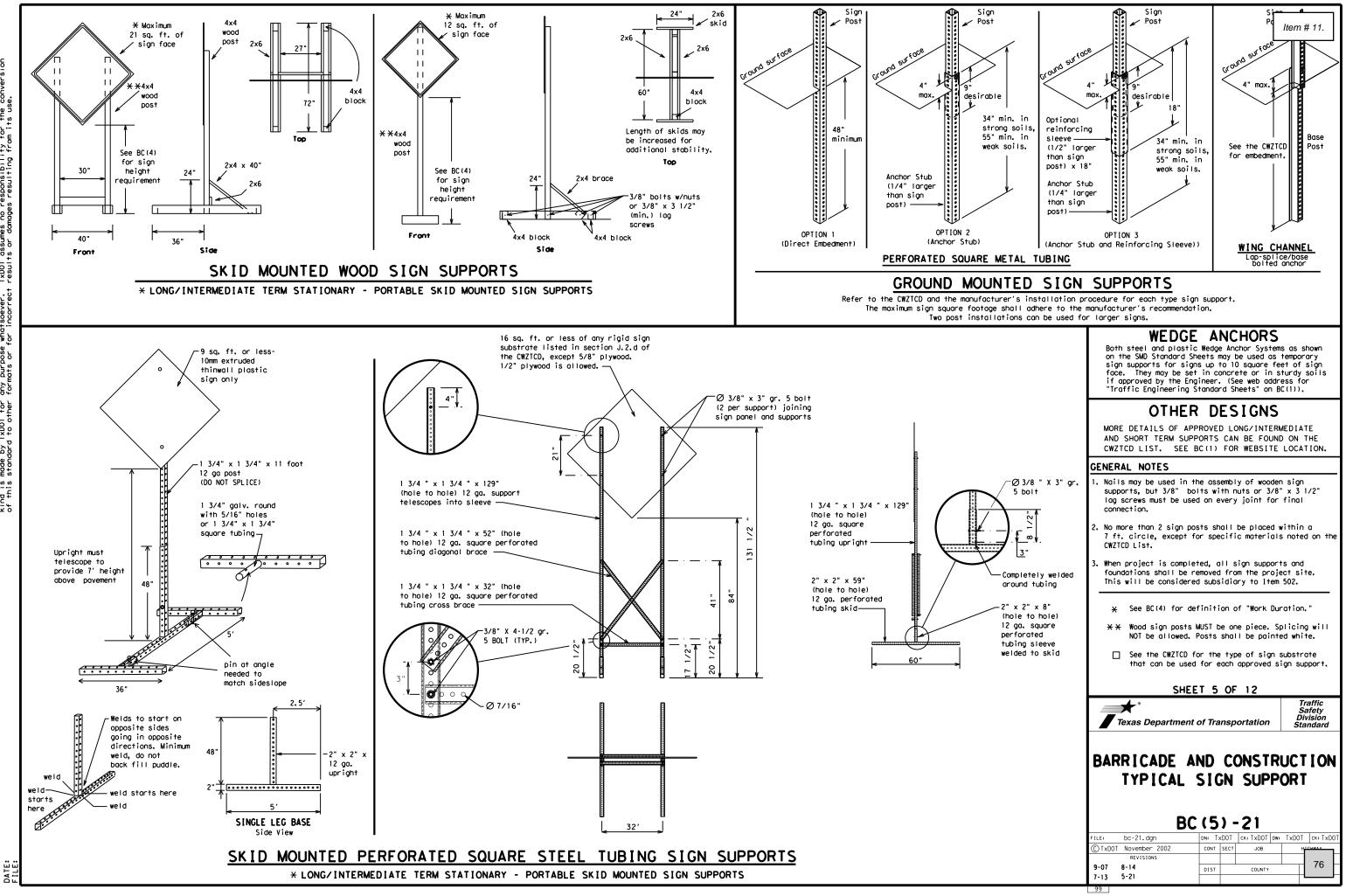
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SHEET 4 OF 12

**st** Texas Department of Transportation Traffic Safety Division Standard

# BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

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#### PORTABLE CHANGEABLE MESSAGE SIGNS

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

			1
WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Cannot	CANT	North	N
Center	CTR	Nor thbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN SAT
Do Not	DONT	Saturday	SAT SERV RD
East	E	Service Rood	
Eastbound	(route) E	Shoulder	SHLDR SLIP
Emergency	EMER	Slippery South	S
Emergency Vehicle		Southbound	s (route) S
Entrance, Enter	ENT	Speed	SPD
Express Lane	EXP LN	Street	ST
Expressway	EXPWY	Sunday	SUN
XXXX Feet	XXXX FT		PHONE
Fog Ahead	FOG AHD	Temporary	TEMP
Freeway	FRWY, FWY	Thursday	THURS
Freeway Blocked	FWY BLKD	To Downtown	TO DWNTN
Friday	FRI	Traffic	TRAF
Hazardous Driving	HAZ DRIVING		
Hazardous Material	HAZMAT	Trovelers	TRVLRS
High-Occupancy	HOV	Tuesday Time Minutes	TIME MIN
Vehicle	HWY		
Highway	riw i	Upper Level Vehicles (s)	VEH. VEHS
Hour (s)	HR, HRS	Warning	WARN
Information	INFO	Wednesday	WARN
It Is	ITS	Weight Limit	WTLIMIT
Junction	JCT	Weight Limit West	
Left	LFT	Westbound	(route) W
Left Lane	LFT LN	Westbound Wet Pavement	WET PVMT
Lane Closed	LN CLOSED	Will Not	WONT
Lower Level	LWR LEVEL		WUNI
Maintenance	MAINT		

# RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

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

# Phase 1: Condition Lists

#### Road/Lane/Ramp Closure List

	ΠP			,
FREEWAY CLOSED X MILE		FRONTAGE ROAD CLOSED		RO/ X>
ROAD CLOSED AT SH XXX		SHOULDER CLOSED XXX FT		FL XX
ROAD CLSD AT FM XXXX		RIGHT LN CLOSED XXX FT		RIC NA XX
RIGHT X LANES CLOSED		RIGHT X LANES OPEN		ME TR XX
CENTER LANE CLOSED		DAYTIME LANE CLOSURES		L GF XX
NIGHT LANE CLOSURES		I-XX SOUTH EXIT CLOSED		DE X
VARIOUS LANES CLOSED		EXIT XXX CLOSED X MILE		RO4 F SH
EXIT CLOSED		RIGHT LN TO BE CLOSED		E XX
MALL DRIVEWAY CLOSED		X LANES CLOSED TUE - FRI		TR SI XX
XXXXXXXX BLVD CLOSED	×	LANES SHIFT in	Phase	1 must

Other Condi	tion List
ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	L ANE S SH I F T

#### Action to Take/Effect on Travel List MERGE FORM RIGHT X LINES RIGHT DETOUR USE XXXXX NEXT RD EXIT X EXITS USE USE EXIT EXIT XXX I-XX NORTH STAY ON USE US XXX I-XX F SOUTH TO I-XX N TRUCKS WATCH USE FOR US XXX N TRUCKS WATCH EXPECT FOR DELAYS TRUCKS PREPARE EXPECT DELAYS то STOP REDUCE END SPEED SHOULDER XXX FT USE USE WATCH OTHER FOR ROUTES WORKERS STAY ĪΝ LANE

#### APPLICATION GUIDELINES

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

#### WORDING ALTERNATIVES

- 1. The words RIGHT, LEFT and ALL can be interchanged as appropriate. 2. Roadway designations IH, US, SH, FM and LP can be interchanged as
- appropriate.
- be interchanged as appropriate.
- 4. Highway names and numbers replaced as appropriate.
- 5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- 6. AHEAD may be used instead of distances if necessary. 7. FT and MI. MILE and MILES interchanged as appropriate.
- 8. AT. BEFORE and PAST interchanged as needed.
- 9. Distances or AHEAD can be eliminated from the message if a
- location phase is used.

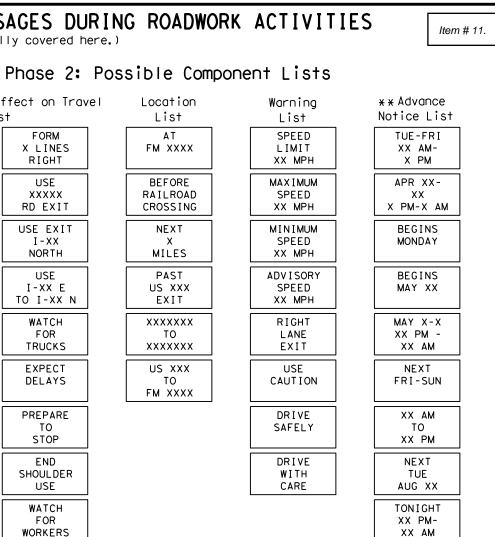
PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC. THE FOUR DRUMS SHOULD BE PLACED WITH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

be used with STAY IN LANE in Phase 2.

#### FULL MATRIX PCMS SIGNS

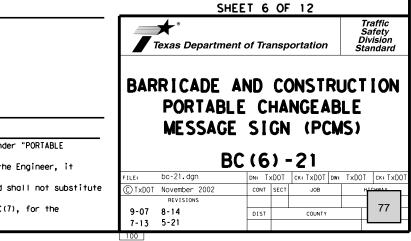
- 1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- 2. When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix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

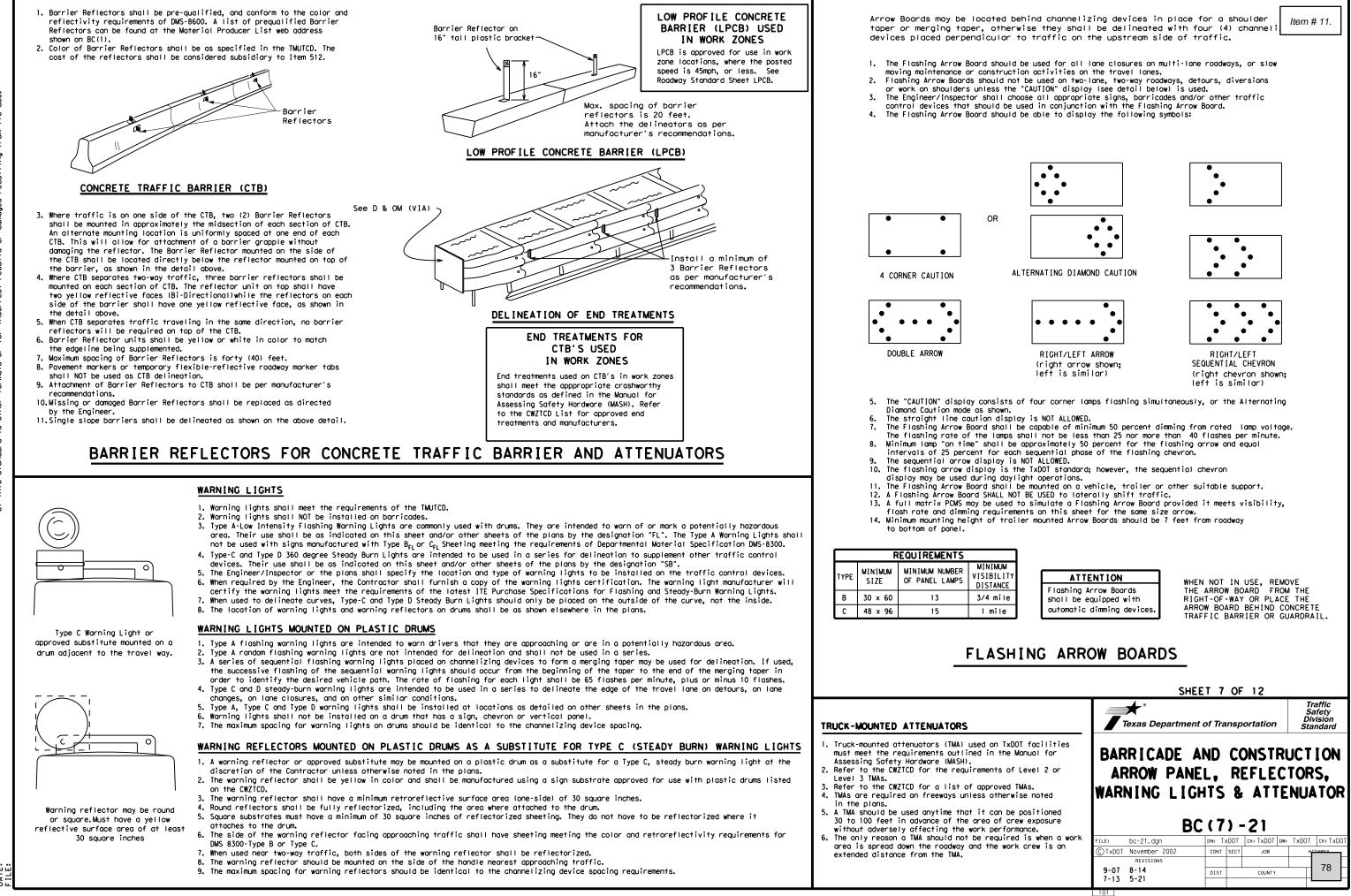
Roadway

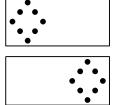


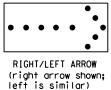


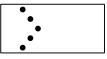
EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can

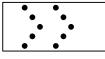


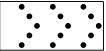












#### GENERAL NOTES

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

#### GENERAL DESIGN REQUIREMENTS

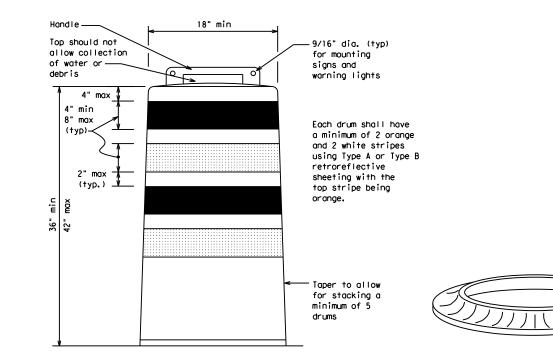
- Pre-gualified plastic drums shall meet the following requirements:
- 1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- 2. The body and base shall lock together in such a manner that the body separates from the base when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

#### RETROREFLECTIVE SHEETING

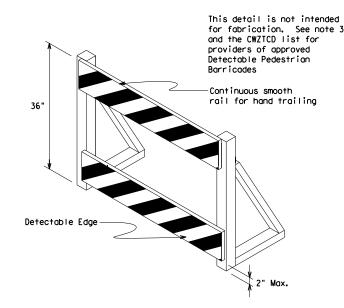
- 1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
- 2. The sheeting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

#### BALLAST

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



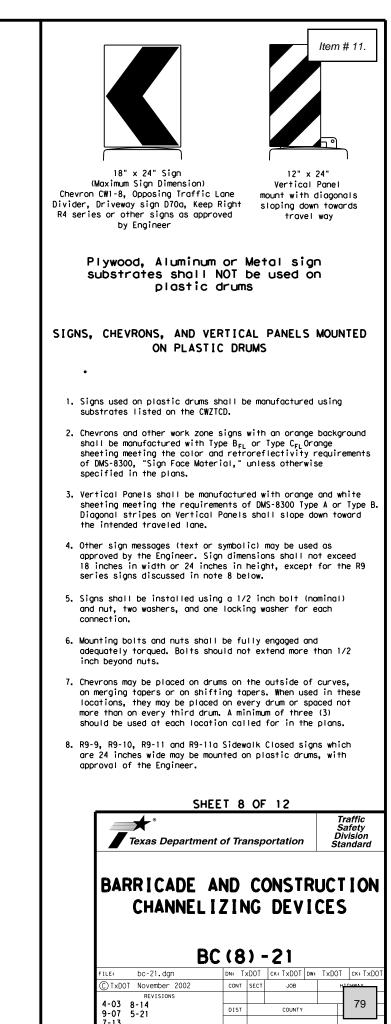


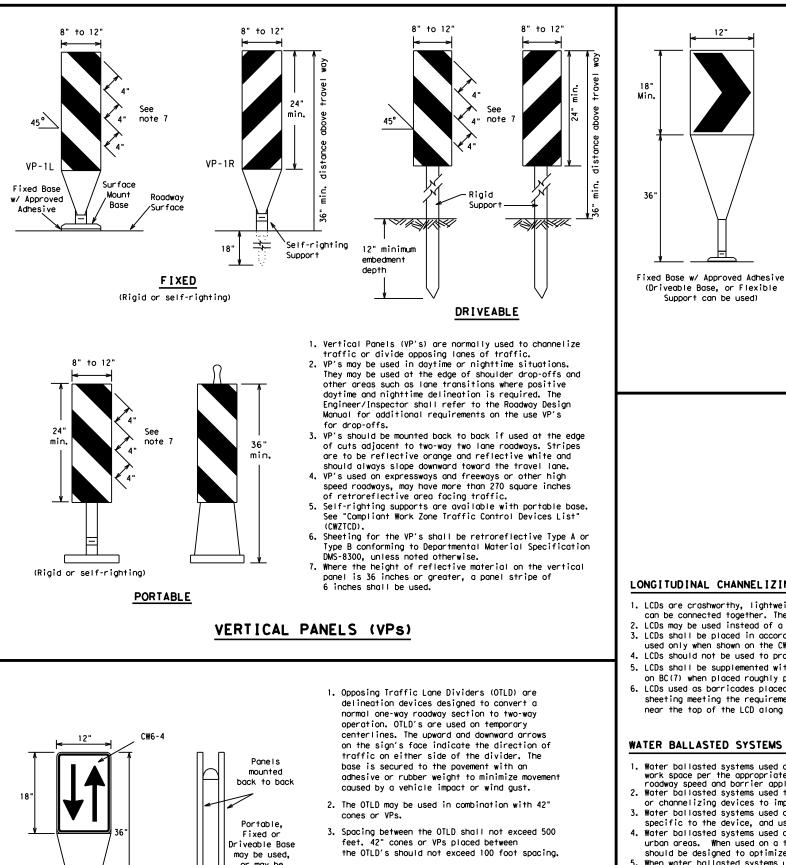


#### DETECTABLE PEDESTRIAN BARRICADES

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

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

CHEVRONS



#### LONGITUDINAL CHANNELIZING DEVICES (LCD)

- 1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact. 2. LCDs may be used instead of a line of cones or drums.
- 3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- 4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- 5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
- 6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

#### WATER BALLASTED SYSTEMS USED AS BARRIERS

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

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

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

or may be mounted on drums

4. The OTLD shall be orange with a black nonreflective legend. Sheeting for the OTLD shall be retroreflective Type  $B_{FL}$  or Type  $C_{FL}$  conforming to Departmental Material Specification DMS-8300. unless noted otherwise. The legend shall meet the requirements of DMS-8300.

# OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

#### GENERAL NOTES

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

Posted Speed	Formula	D	Minimur esirab er Lena X X	le	Spacin Channe	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30		150'	1651	180'	30′	60′
35	$L = \frac{WS^2}{60}$	205′	225′	245'	35′	70′
40	60	265'	295′	320'	40′	80′
45		450'	495′	540'	45′	90′
50		500'	550'	600'	50 <i>'</i>	100′
55	L=WS	550′	605′	660 <i>′</i>	55 <i>'</i>	110′
60	L - # 3	600 <i>'</i>	660'	720'	60 <i>'</i>	120′
65		650 <i>'</i>	715′	780′	65 <i>'</i>	130'
70		700′	770′	840'	70′	140'
75		750'	825′	900'	75′	150′
80		800 <i>'</i>	880′	960'	80 <i>'</i>	160'

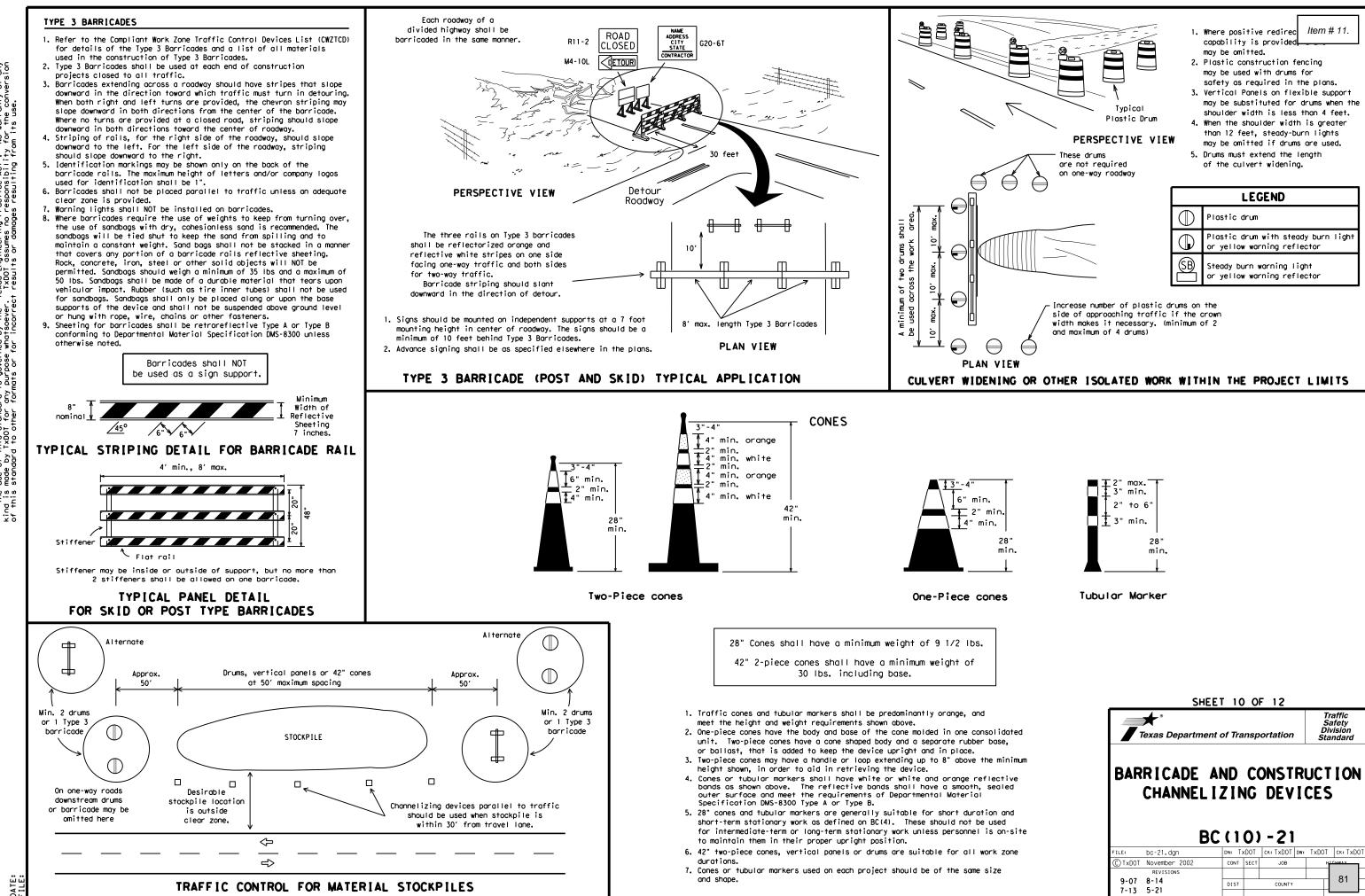
XX Taper lengths have been rounded off. L=Length of Taper (FT.) W=Width of Offset (FT.) S=Posted Speed (MPH)

# SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12	
Texas Department of Transportation	Traffic Safety Division Standard
BARRICADE AND CONSTR	

# CHANNELIZING DEVICES

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7-13	5-21							

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# WORK ZONE PAVEMENT MARKINGS

#### GENERAL

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

#### RAISED PAVEMENT MARKERS

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

#### PREFABRICATED PAVEMENT MARKINGS

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

#### MAINTAINING WORK ZONE PAVEMENT MARKINGS

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

#### REMOVAL OF PAVEMENT MARKINGS

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

# Temporary Flexible-Reflective Roadway Marker Tabs



#### STAPLES OR NAILS SHALL NOT BE USED TO SECU TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARK TABS TO THE PAVEMENT SURFACE

- Temporary flexible-reflective roadway marker tabs used as guiden shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by Engineer or designated representative. Sampling and testing is m normally required, however at the option of the Engineer, either or "B" below may be imposed to assure quality before placement or roadway.
  - A. Select five (5) or more tabs at random from each lot or sh and submit to the Construction Division, Materials and Pav Section to determine specification compliance.
  - B. Select five (5) tabs and perform the following test. Affix (5) tabs at 24 inch intervals on an asphaltic pavement in straight line. Using a medium size passenger vehicle or pir run over the markers with the front and rear tires at a sp of 35 to 40 miles per hour, four (4) times in each direction more than one (1) out of the five (5) reflective surfaces be lost or displaced as a result of this test.
- 3. Small design variances may be noted between tab manufacturers.
- 4. See Standard Sheet WZ(STPM) for tab placement on new pavements. Standard Sheet TCP(7-1) for tab placement on seal coat work.

#### RAISED PAVEMENT MARKERS USED AS GUIDEMARK

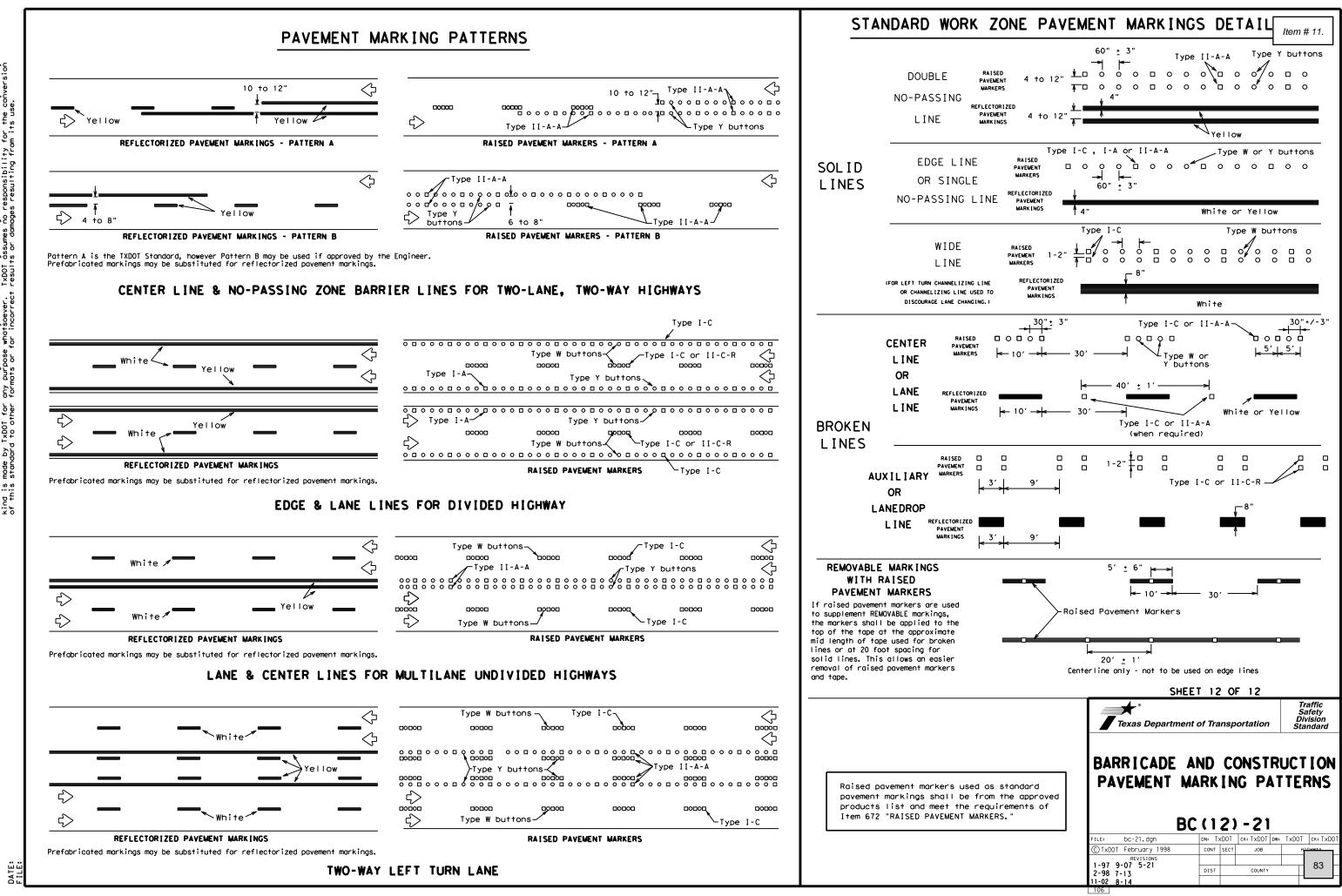
- Raised pavement markers used as guidemarks shall be from the ap product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applie butyl rubber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

#### Guidemarks shall be designated as:

YELLOW - (two amber reflective surfaces with yellow body). WHITE - (one silver reflective surface with white body).

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	DEPARTMENTAL MATERIAL SPECIFICAT	ltem # 11.
	PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
	TRAFFIC BUTTONS	DMS-4300
	EPOXY AND ADHESIVES	DMS-6100
E VIEW	BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
77	PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
	TEMPORARY REMOVABLE, PREFABRICATED	DMS-8241
	PAVEMENT MARKINGS TEMPORARY FLEXIBLE, REFLECTIVE	
<b>↑</b>	ROADWAY MARKER TABS	DMS-8242
sive pad	A list of prequalified reflective raised pavement n	markers.
	non-reflective traffic buttons, roadway marker tab pavement markings can be found at the Material Pro	s and other
	web address shown on BC(1).	
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	11-02 8-14	

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STORE PLACE STREET	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78620
Submitted By:	Michelle Fischer, City Administrator
Council Meeting Date:	April 5, 2022
Agenda Item Wording:	Approval of a License Agreement between the City of Dripping Springs and Pound House Farmstead to Allow A Sign on City property within Founders Memorial Park.
Agenda Item Requestor:	Jenny Pack, Executive Director, Dr. Pound Farmstead
Summary/Background:	The Dr. Pound Farmstead would like to build a monument identification sign just outside their fence within Founders Memorial Park. The City may authorize the construction and maintenance of the sign through a License Agreement. The sign compliments the approved designs in the city's Master Sign Plan for Parks. The License Agreement requires the Dr. Pound Farmstead to maintain liability insurance for its activities in the licensed areas. The licensee will pay an annual license fee of \$10.00. The city can terminate the license with 60 days notice if it needs the property for a use that is incompatible with the sign.
Commission Recommendations:	The Parks & Recreation will consider a recommendation in the License Agreement at its April 4 <sup>th</sup> meeting. Their recommendation will be reported to City Council.
Recommended Council Actions:	Staff recommends that the City Council approve the License Agreement.
Attachments:	License Agreement
Next Steps/Schedule:	Execute agreement and approve sign permit application, if approved.

ltem # 12.

# LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between **CITY OF DRIPPING SPRINGS**, a Texas Type A, General-Law municipal corporation, situated in Hays County, Texas ("Licensor") and POUND HOUSE FARMSTEAD ("Licensee").

## **RECITALS:**

- WHEREAS, Licensor owns certain real property in Hays County, Texas, comprised of the Founders Memorial Park on Founders Park Road, ("License Area") placed as shown in Exhibit "A"; and
- WHEREAS, Licensee wishes to place a sign ("Sign") designed to inform the public of the Dr. Pound Historical Farmstead location on the property and with a sign as designed in Exhibit "B"; and
- **WHEREAS,** Licensee and Licensor have agreed that Licensee may install, place, and maintain the Sign on the License Area, on the terms and conditions set forth below; and

#### NOW, THEREFORE, the parties have agreed as follows:

- 1. **Grant of License**: Licensor hereby grants to Licensee the exclusive right, privilege, and permission to enter on, over, and across the License Area for the purposes of constructing, installing, operating, maintaining, replacing, upgrading, repairing, and removing the Sign as approved by Licensor within the License Area.
- 2. **Consideration:** In consideration for this License, Licensee agrees to construct the Sign in a good and workmanlike manner and to maintain the Sign in good condition. Licensee will also remit to Licensor a License Fee in the amount of ten dollars (\$10.00) per year.
- 3. **Right of Assignment:** Licensee shall not assign, sublet or transfer its interest in this Agreement without Licensor's written consent. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the Licensor a copy of any such assignment or transfer of Licensee's right in this Agreement, including the name, date, address, and contact person.
- 4. **Insurance:** Licensee shall at all times maintain liability coverage in the amount of one million dollars (\$1,000,000.00) covering Licensee's activities within the License Area.
- 5. **Term and Termination:** The term of this Agreement shall begin upon execution of this Agreement, and shall continue for so long as Licensee or its assignee maintains the Sign within the License Area or until the Licensor needs the License Area for a use that is incompatible with the Sign. The Licensor shall give the Licensee sixty (60) days written notice prior to termination of this Agreement. Licensee may remove the Sign at any time after giving the Licensor a minimum of fourteen (14) days written notice. The parties

hereto agree that Licensee, its successors and permitted assigns shall continue to exercise the rights and privileges set forth in this License if Licensee maintains the Sign in good condition as required and pursuant to the default clause in paragraph 7 until such time as the Agreement is terminated.

- 6. **Title of Licensor:** Licensee acknowledges the legal title of Licensor to the License Area and agrees to never deny this title or to claim title in Licensee's name.
- 7. Licensor's Rights: The Licensee's right to use the Licensed Area as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor to construct, install, establish, maintain, use, operate, and renew any public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Area. The Licensor shall take reasonable measures to prevent damage to or removal of the Improvements. Nothing in this Agreement shall be construed to limit in any way the power of the Licensor to widen, alter, or improve the utility lines or other improvements on the surface of the Licensee's Property, including alteration to or removal of the Improvements, pursuant to official action by the Licensor's governing body or designated representative; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice to any such contemplated action unless alteration, improvement, or maintenance of the utility or improvements is needed to be done in a shorter time period to protect the health and safety of the residents or is otherwise required by an emergency situation.
- 8. Waiver and Release: Licensee hereby waives and releases any claims Licensee may have against Licensor, its successors and assigns for all fines, suits, claims, demands, losses, liabilities, actions and costs, including court costs and attorneys' fees (collectively, "Damages") arising out of Licensee's use of the License Area. By entering into this License, neither the Licensor or Licensee waives, nor shall be deemed to waive, any rights, defenses, or immunities either may have under applicable law.
- 9. Default: In the event Licensee fails to maintain the License Area or otherwise comply with the terms and conditions of this Agreement, Licensor shall provide Licensee written notice thereof at the address set forth below. Licensee shall have seven (7) days from the date of receipt of such notice to take action to cure the alleged default and, if Licensee does not diligently pursue remediation of such alleged default with the seven (7) day period, Licensor may take action to cure the alleged default. If the damage or disrepair of the Sign are deemed by the Licensor (at the Licensor's sole discretion) to constitute an imminent hazard to pedestrian or vehicular safety, the Licensee shall remove or repair the Sign immediately. Failure to immediately cure or mitigate an imminent hazard to the satisfaction of the Licensor shall serve as grounds for termination of this License.
- 10. **Notices:** All of the requirements and provisions herein for notice shall have been met when such notice has been placed in writing and personally delivered, delivered by facsimile transmission, with proof of receipt, or sent certified United States mail, postage prepaid, return receipt requested to the respective parties hereto at the following addresses:

to Licensee at:	Jenny Pack Executive Director Pound House Farmstead 419-B Founders Park Road P.O. Box 1150 Dripping Springs, TX 78620
to Licensor at:	City of Dripping Springs P. O. Box 384 Dripping Springs, Texas 78620 Attn: City Administrator

The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered or sent by facsimile transmission (provided that any facsimile transmission not sent on a business day, or sent after 5:00 p.m. on a business day, shall be deemed received on the next business day), or two (2) days after the postmark date, whichever is sooner. Either party may change the above addresses by notice to the other party.

- 9. Entire Agreement: This Agreement sets forth the entire understanding between the parties with respect to the use of the License Area for the purposes described herein, and no other statement, agreement or understanding, oral or written, will be recognized or enforced unless the same shall be in writing and signed by both parties subsequent to the date hereof.
- 10. **Governing Law:** This Agreement shall be governed by Texas law and all causes of action in connection herewith shall be maintained in proceedings filed in Hays County, Texas.
- 11. **Authority:** Licensor and Licensee each represent and warrant to the other that they have full authority to execute this Agreement and fulfill all of the terms and conditions hereof.
- 12. License Only: This Agreement creates only a license on the terms, and subject to the conditions herein set forth for use by Licensee for the limited purposes permitted herein. Licensee does not acquire any leasehold or other real property interest in the License Area.
- 13. **Public Dedication**: Any public dedications by Licensee or public acceptance by Licensor shall be by separate instrument. Continuing maintenance and fiscal guarantees shall comply with all City ordinances.
- 14. **Severability:** If any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Binding Effect: The terms, provisions and covenants contained in this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

Executed by Licensor and Licensee on the dates set forth below, to be effective on the **Effective Date.** 

## LICENSOR:

The City of Dripping Springs

**Pound House Farmstead** 

**—LICENSEE:** 

by: \_\_\_\_\_\_ Bill Foulds, Jr., Mayor

by: \_\_\_\_\_\_ Jenny Pack, Executive Director

date: \_\_\_\_\_

date: \_\_\_\_\_

# EXHIBIT "A"



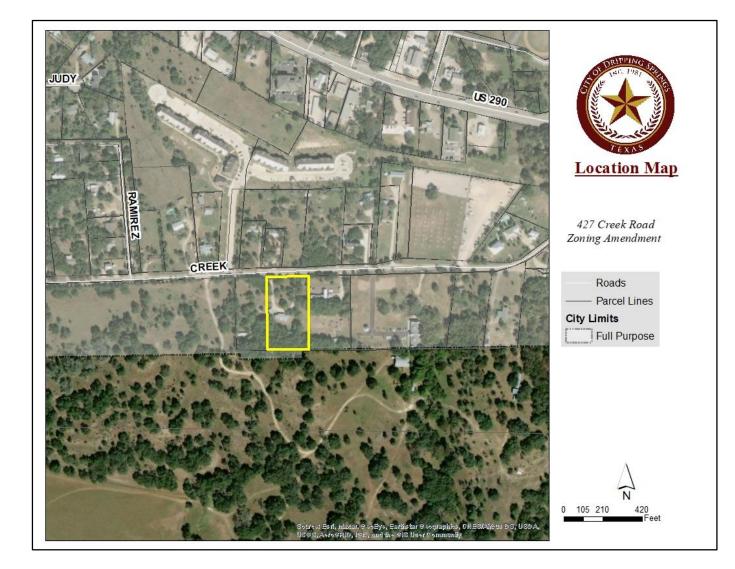


# EXHIBIT "B" DESIGN OF SIGN





Planning & Zoning Commission:	April 5, 2021
Project No:	ZA2021-0006
Project Planner:	Tory Carpenter, AICP, Senior Planner
Item Details	
Property Location:	427 Creek Road
Legal Description:	Lot 2 of the C Jones Subdivision
Applicant:	Jon Thompson
Property Owner:	Cmerek Investments, LLC
Request:	Zoning amendment from Single-Family Duplex "SF-4" to
	Local Retail "LR"
Staff Recommendation:	Disapproval
P&Z Recommendation:	Disapproval



#### Background

The property is currently zoned SF-4, two-family residential—Duplex

#### Per Ch. 30 Exhibit A, §3.3

• SF-4 – Two-family residential—Duplex: The SF-4, two-family residential district is intended to provide for development of detached, two-family residence structures on moderate size lots of at least 10,000 square feet in size.

The applicant is requesting a zoning amendment to LR; Local Retail

• *LR* – *Local Retail*: The *LR*, local retail district is established to provide areas for low intensity, specialized retail sales that are intended to service local neighborhoods, citizens, and visitors of the city. Bed-and-breakfasts are permitted within local retail districts. General, office, regional commercial, or commercial services uses should not be permitted.

#### Analysis

The application states that the owner would like to rezone the property to allow for pools sales on the property. The applicant stated that no pools would be stored on site.

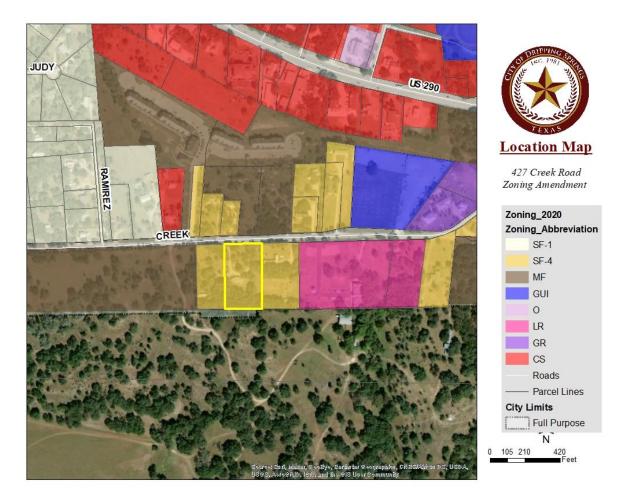
Based on the adjacent zoning category and land uses, staff finds that the proposed zoning is not consistent with the surrounding area given the allowable uses in the "LR" zoning district. Additionally, the future land use map of the comprehensive plan does not provide guidance on envisioned uses and development patterns in this area.

	SF-4	LR	Differences between SF-4 to LR
Max Height	2.5 Story / 40 feet.	2 stories / 40 feet	One half story
Min. Lot Size	10,000-sq-ft	5,000-sq-ft	5,000-sq-ft less
Min. Lot Width	70 feet	50 feet	20 feet less
Min. Lot Depth	100 feet	100 feet	N/A
Min. Front/Side/Rear Yard Setbacks	20 feet / 10 feet / 20 feet	15 feet / 10 feet / 10 feet*	5 feet / no difference / 10 feet less*
Impervious Cover	50%	60%	10% more

The following are the development regulations for the current and proposed zoning districts for the site.

\*Adjacent to a single-family district: Any retail use that is located adjacent to (and not across a right-ofway from) any single-family zoning district shall be set back from the applicable residential district property line by 30 feet.

# **Surrounding Properties**



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

Direction	Zoning District	Existing Use	Future Land Use			
North	SF-4 / MF	Single-family / multifamily				
East	SF-4	Single-Family Residence	Not Shown on the Future Land Use			
South	ETJ	Homestead	Мар			
West	SF-4	Single Family / Vacant				

# Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Facto	rs	Staff Comments
1.	whether the proposed change will be appropriate in the immediate area concerned;	Staff has concerns regarding potential adverse impacts of a variety of uses allowed in this zoning district. This concerns stem particularly from adjacent single-family residences.
2.	their relationship to the general area and the City as a whole;	This area of Creek Road has a variety of single-family, multifamily, and commercial uses.
3.	whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	The property is not within any existing or proposed City Plans.
4.	the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5.	the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	While there has been limited commercial development in the immediate vicinity, there has also been significant growth within the City as a whole.
6.	how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for similar development would be affected by this proposed amendment.
7.	whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	There have not been recent similarly situated properties that have received a zoning amendment to LR.
8.	any other factors which will substantially affect the public health, safety, morals, or general welfare.	None noted.

### Staff / P&Z Recommendation

Staff recommends disapproval of the zoning amendment as presented.

At their regular meeting on March 22, 2022 the Planning & Zoning Commission voted unanimously to recommend denial.

City Council Action:

2.36.1. *After a public hearing is held before the city council regarding the zoning application, the city council may:* 

- (a) Approve the request in whole or in part;
- (b) Deny the request in whole or in part;
- (c) Continue the application to a future meeting, specifically citing the city council meeting to which it was continued; or
- (*d*) *Refer the application back to the P&Z for further study.*

#### **Supermajority Vote Required (2.35.2):**

Since the Planning & Zoning Commission unanimously recommended denial of the request, approval by the City Council shall require an affirmative vote by 2/3 majority of those present and voting.

#### **Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. To date, no letters for or against the request have been received.

#### Attachments

Exhibit 1 – Zoning Amendment Application

Exhibit 2 – Use Chart

Recommended Action:	Recommend denial of the requested Zoning Amendment
Alternatives/Options:	Recommend approval of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A



**City of Dripping Springs** 

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

# ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): \_\_\_\_\_-

# **CONTACT INFORMATION**

PROPERTY OWNER NAME Cmerek Investments, LLC

STREET ADDRESS 427 Creek Road

CITY Dripping Springs STATE Texas

ZIP CODE 78620

PHONE (512) 844-9777 EMAIL Info@NativeWaterscapes.com

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting, LLC

STREET ADDRESS PO Box 172

CITY Dripping SpringsSTATE TexasZIP CODE78620

PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

 REASONS FOR AMENDMENT

 I TO CORRECT ANY ERROR IN THE REGULATION OR MAP

 I TO CORRECT ANY ERROR IN THE REGULATION OF LIVING, OR MANNER OF CONDUCTING BUSINESS

 I TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

PRC	<b>OPERTY &amp; ZONING INFORMATION</b>
PROPERTY OWNER NAME	Cmerek Investments, LLC
PROPERTY ADDRESS	427 Creek Road
CURRENT LEGAL DESCRIPTION	C Jones Subdivision, Lot 2
TAX ID#	R32901
LOCATED IN	
CURRENT ZONING	SF-4
REQUESTED ZONING/AMENDMENT TO PDD	LR (Local Retail)
REASON FOR REQUEST (Attach extra sheet if necessary)	The owner of the property would like to open a retail sales business on this site. Since it is zoned SF4 he would not be able to operate this business until the site is rezoned commercial.
INFORMATION ABOUT PROPOSED USES (Attach extra sheet if necessary)	Retail sales of swimming pools.

# COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \*

(See attached agreement).

☑ YES (REQUIRED)\* □ YES (VOLUNTARY)\* □ NO\*

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

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

#### **APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol, Pg) Instrument # 21043330
Dutic Merrel - Julie Cmerrek
Name
Awner
Title
STATE OF TEXAS §
§ COUNTY OF HAYS §
This instrument was acknowledged before me on the $20^{+1}$ day of <u>AUGUS</u> ,
20121 by PAUL MEYERTONS.
Notary Public, State of Texas
My Commission Expires: 11 1 2 3
Jon Thompson Wy Commission Expires November 1, 2023
Name of Applicant

# ZONING AMENDMENT SUBMITTAL

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

on Thompson

August 19, 2021

Date

Applicant Signature

		CHECKLIST
STAFF	APPLICANT	
	V	Completed Application Form - including all required signatures and notarized
		Application Fee-Zoning Amendment or PDD Amendment (refer to Fee Schedule)
	*	PDF/Digital Copies of all submitted Documents         When submitting digital files, a cover sheet must be included outlining what         digital contents are included.
		Billing Contact Form
		GIS Data
	$\checkmark$	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)
		Legal Description
		Concept Plan N/A
		Plans N/A
	$\nabla$	Maps HaysCAD parcel map
		Architectural Elevation N/A
	₩.	Explanation for request (attach extra sheets if necessary)
		Information about proposed uses (attach extra sheets if necessary)
	<	Public Notice Sign (refer to Fee Schedule)
	V	Proof of Ownership-Tax Certificate or Deed
		Copy of Planned Development District ( <i>if applicable</i> ) N/A
		Digital Copy of the Proposed Zoning or Planned Development District Amendment N/A

#### ltem # 14.

# Permitted Uses "P"

# Conditional Uses "C"

	Residential Uses						Nonresidential Uses								
AGRICULTURE	AG	SF-1	SF-2	SF-4	SF-5	MF-1	0	LR	GR	CS	HO	1	GUI	PR	PP
Bulk Grain and/or Feed Storage	Р										х	Р			
Farms, General (Crops), Commercial	Р	С	С								Х				
Greenhouse (Non-Retail)	Р	Р	Р	Р							Р				
Livestock Sales	Р										Х				
Orchard/Crop Propagation	Р	Р	C	С	С	С	C	С	С	С	Р	С			
Plant Nursery (Commercial)	Р								Р	Р	х	С			
Small Scale Farm	Р	С	С			С	С	С	С	С	Р				
Stable, Commercial	Р	С									Х				
Stables (Private, accessory use)	Р	С	С								Р				
Stables (Private, principal use)	Р	С									х				
Garden (Non- Retail)	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
Farm Animals (Exempt - FFA, 4H)	Ρ	С	С	C	C	C	С	C	С	C	Р	С			

Farm Animals (Non-Exempt)	Р	С	С	C	С	С	C	С	С	C	Р	С		

	Residential Uses							Nonresident al Uses							
RESIDENTIAL	AG	SF-1	SF-2	SF-4	SF-5	MF-1	0	LR	GR	CS	НО	1	GUI	PR	PP
Accessory Bldg./Structure (Nonresidential)							Ρ	Ρ	Ρ	Ρ	Ρ	Ρ	Ρ		
Accessory Bldg./Structure (Residential)	Ρ	Ρ	Ρ	Ρ	Ρ	Ρ					Ρ				
Accessory Dwelling	Р	С	С								Р		Р		
Caretaker's/Guard Residence	Р	Р	Р								Р				
Community or Group Home	С	С	С	С	С						Р				
Duplex/Two- Family				Р	Р	Р	Р	Р	Р		Р				
Garage Residential Conversion	Р	Р	С	С							Р				
Garden Home/Townhome					Р	Р	Р	Р	Р		Р				
Home Occupation	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р				
HUD-Code Manufactured Home	С			С	С	С					X				

Living Quarters on							Р	Р	Р	Р	Р		
Living Quarters on							P	Р	٢	٢	٢		
Site with a													
Business													
Multiple-Family						Р	Р	Р	Р		Р		
Dwelling													
Residential Loft							Р	Р	Р		Р		
Rooming/Boarding						Р		Р			Р		
House													
Single-Family	Р	Р	Р	Р	Р	Р					Р		
Dwelling,													
Detached													
Single-Family	Р	Р	Р	Р	Р	Р					Р		
Industrialized													
Housing													
Swimming Pool,	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р		
Private													

	Resid	Residential Uses						sident	al Uses						
OFFICE	AG	SF-1	SF-2	SF-4	SF-5	MF- 1	0	LR	GR	CS	НО	I	GUI	PR	PP
Armed Services Recruiting Center							Р	Р	Ρ	Р	Р				
Bank										С	Х				
Check Cashing Service								Р	Р	Р	Х				
Credit Agency							Р	Р	Р	Р	Х				
Insurance Agency Offices							Р	Р	Р	Р	Р				

Offices, General/Professional			Р	Р	Р	Р	Р		
Office, Brokerage Services			Р	Р	Р	Р	Р		
Offices, Health Services			Р	Р	Р	Р	Р		
Offices, Legal Services			Р	Р	Р	Р	Р		
Offices, Parole/Probation							Х	Р	
Offices, Professional			Р	Р	Р	Р	Р		
Offices, Real Estate Office			Р	Р	Р	Р	Р		
Saving and Loan						С	Х		
Security Monitoring Company			Ρ	Р	Р	Р	х		
Telemarketing Center			Р	Р	Р	Р	Х		

	Resid	Residential Uses						Nonresidential Uses									
PERSONAL AND	AG	SF-1	SF-2	SF-4	SF-5	MF-	0	LR	GR	CS	HO*	-	GUI	PR	PP		
BUSINESS						1											
SERVICES																	
All-Terrain Vehicle									Р	Р	Х						
Dealer (Sales Only)											Х						
Ambulance Service (Private)										Р	Х						
Antique Shop								Р	Р	Р	Р						
Appliance Repair								Р	Р	Р	Х						

Art Dealer/Gallery								Р	Р	Р	Р			
Artisan's Shop	Р							Р	Р	Р	Р			
Artist Studio	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р			
Auto Sales (New and Used)									С	Р	Х			
Auto Supply Store									Р	Р	Х			
Bakery or Confectionary (Retail)								Ρ	Ρ	Р	Р			
Bar								С	С	С	С			
Barbershop								Р	Р	Р	Р			
Beauty Shop								Р	Р	Р	Р			
Bed and Breakfast Inn or Facility	С	С	С					Р	Ρ	Р	Р			
Bicycle Sales and Repair								Р	Р	Р	Р			
Book Store								Р	Р	Р	Р			
Building Materials Sales									С	Р	Х			
Cabinet/Counter/Woodworking Shop (Custom) Retail										С	Х	Р		
Cabinet/Counter/Woodworking Shop (Manufacturing) Wholesale											Х	Р		
Cafeteria							С	С	Р	Р	Р			
Communication Equipment Repair										Р	Х			
Computer Sales								Р	Р	Р	Р			
Consignment Shop								Р	Р	Р	Р			
Convenience Store (With Gas Sales)									Р	Р	Х			

(Supp. No. 2)

Convenience Store (Without			С	Р	Р	Р		
Gas Sales)								
Cooking School			Р	Р	Р	Р		
Dance/Drama/Music Studio or			Р	Р	Р	Р		
School								
Department Store				Р	Р	Р		
Drapery, Blind Upholstery Store			Р	Р	Р	Р		
Exterminator Services					Р	Х		
Financial Services			Р	Р	Р	Р		
Florist Shop			Р	Р	Р	Р		
Food or Grocery Store				Р	Р	Р		
(General)								
Food or Grocery Store (Limited)			Р	Р	Р	Р		
Funeral Home or Mortuary					Р	Х		
Furniture Store (New and/or			Р	Р	Р	Х		
Used)								
Garden Shop (Inside Storage)			Р	Р	Р	Р		
General or Community Retail				Р	Р	Р		
Store								
Gravestone/Tombstone Sales					Р	Х		
Hardware Store			Р	Р	Р	Р		
Home Improvement Center				Р	Р	Х		
Laundry/Dry Cleaning					Р	Х		
Lawnmower Sales & Repair				Р	Р	Х		
Live-in Security Quarters		Р	Р	Р	Р	Р		
Locksmith			Р	Р	Р	Х		
Major Appliance Sales				Р	Р	Х		
Market (Public)			Р	Р	Р	Р		

Mini-Warehouse - Self Storage						С	Х				
Mobile food vendor - 10 days			Р	Р	Р	Р	Р	Р	Р	Р	Р
or less											
Mobile food vendor - longer			С	С	С	С	С	С	С		
than 10 days											
Mobile food vendor court			С	С	С	С	С	С	С		
Motorcycle Dealer (Sales,					Р	Р	Х				
Repair)											
Motel or Hotel					Р	Р	Р				
Needlework Shop				Р	Р	Р	Р				
Pet Shop/Supplies				Р	Р	Р	Р				
Pharmacy				Р	Р	Р	Р				
Photocopying/Duplicating				Р	Р	Р	Р				
Photography Studio				Р	Р	Р	Р				
Plant Nursery (Retail Sales,					Р	Р	Х				
Outdoors)											
Radio or Television Studio					Р	Р	Х				
Recycling Center						С	Х	Р			
Restaurant (No Drive-Through				Р	Р	Р	Р				
Service)											
Restaurant (With Drive-					Р	Р	Х				
Through)											
Security Systems Installation					С	Р	Х				
Company											
Sexually Oriented Business						С	Х	С			
Shoe Repair				Р	Р	Р	Р				
Studio, Tattoo or Body Piercing				С	С	С	Р				
Tailor Shop				Р	Р	Р	Р				

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Tool and Machinery Rental (Indoor Storage)				Ρ	Р	Р	Х		
Tool and Machinery Rental (Outdoor Storage)						Р	Х		
Travel Agency			Р	Р	Р	Р	Р		
Temporary Outdoor Sales/Promotion			C	Ρ	Р	Р	Р		
Upholstery Shop					Р	Р	Р		
Used Merchandise/Furniture				Р	Р	Р	Р		
Vacuum Cleaner Sales and Repair				Ρ	Р	Р	Х		
Veterinarian Clinic (Indoor Kennels)				Ρ	Р	Р	Р		
Woodworking Shop (Ornamental, Handmade				Р	Р	Р	Р		

\*Permitted in HO district per requirements of chapter 30, article 30.05, Mobile Food Vendors.

	Reside	ential Us	ses				Nonre	sidenti	al Uses						
TRANSPORTATION	AG	SF-1	SF-2	SF-4	SF-5	MF-1	0	LR	GR	CS	HO	I	GUI	PR	PP
AND AUTO SERVICES															
										D	v				
Antique Vehicle Restoration										Р	Х				
Auto Body Repair										Р	Х				
Auto Financing and Leasing								Р	Р	Р	Х				
Auto Muffler Shop										Р	Х				
Auto Paint Shop										Р	Х				

Auto Tire Sales						Р	Р	Х			
and Repair											
Auto Upholstery							Р	Х			
Shop											
Auto Washing						Р	Р	х			
Facility, Attended											
Auto Washing						Р	Р	х			
Facility,											
Unattended											
Auto Wrecker							Р	х			
Service											
Automobile							Р	Х			
Repair, Major											
Automobile					С	С	Р	Х			
Repair, Minor											
Heliport									Р	Р	
Helistop									Р	Р	
Limousine/Taxi							Р	Х			
Service											
Oil Change and						Р	Р	Х			
Inspection											
Parking Lot,							С				
Commercial											
Parking Structure,				С	С	С	Р	Р			
Commercial											
Tire Dealer,					Р	Р	Р	Х			
Indoor Storage											

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	Reside	ential L	lses				Nonre	sident	ial Uses	5					
AMUSEMENT/ RECREATION	AG	SF-1	SF-2	SF-4	SF-5	MF- 1	0	LR	GR	CS	НО	I	GUI	PR	PP
Amusement Arcade (Four or more devices)									Р	Р	Р				
Amusement Services (Indoor)									Р	Р	Р				
Amusement Services (Outdoor)									Р	Р	Х				
Billiard/Pool Facility									Р	Р	Р				
Bingo Hall									Р	Р	Р			Р	
Bowling Center									Р	Р	Р			Р	
Broadcast Station (With Tower)											Х	Р			
Country Club (Private)									Р		Х				
Dance Hall									Р	Р	Р			Р	
Day Camp for Children	С	С					С		Р	Р					
Civic/Conference Center											Р		Р		
Dinner Theater									Р	Р	Р				
Driving Range														Р	
Fairgrounds/Exhibition Area	С													Р	
Gaming Club (private)								С	С	С					
Golf Course (Miniature)									Р	Р				Р	
Golf Course (Public, Private)	С								Р	Р				Р	

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Health Club							С	Р	Р	Р	Р		Р	
Motion-Picture Studio, Commercial										Р		Ρ		
Motion-Picture Theater									Р	Р	Р			
Museum								Р	Р	Р	Р			
Park accessory uses														Р
Park and/or Playground	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р			Р
Psychic Reading Services								Р	Р	Р	Р			
Rodeo Grounds	С									С		С		
Skating Rink										Р			Р	
Tennis Court	Р	Р	Р	Р	Р	Р					Р		Р	
Theater (Stage)									Р	Р	Р		Р	
Video Rentals/Sales								Р	Р	Р	Р			

	Resid	ential U	ses				Nonre	sident	ial Uses						
INSTITUTIONAL/ GOVERNMENT	AG	SF-1	SF-2	SF-4	SF-5	MF- 1	0	LR	GR	CS	НО	I	GUI	PR	PP
Assisted Living Facility						С		C	С	С	Р				
Broadcast Tower (Commercial)												С			
Cemetery or Mausoleum	С												Р		
Child Day-Care Facility	С	С	С	С	С	С	C	Р	Р	Р	Р				

Church, Religious	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р		
Assembly		_	_	_	_		_							ļ	
Civic Club							Р	Р	Р	Р	Р				
Community Center (Municipal)											Р		Р		
Electrical Generating Plant												Р	Р		
Electrical Substation												Р	Р		
Emergency Care Clinic									Р	Р					
Fire Station	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р			Р		
Fraternal Lodge or Union							Р	Р	Р	Р	Р				
Government Building (Mun., St., Fed.)										Р	Р		Р		
Group Day-Care Home	С	C	С	C	С	С	С	Р	Р	Р					
Medical Clinic or Office							Р	Р	Р	Р	Р				
Wireless Communications Tower	С	С	C			C	С	С	С	C		С			
Heliport												Р			
Home for the Aged, Residential	С	С	С	С	С	С	С	С	Р	Р	Р				
Hospice								С	Р	Р	Р				
Hospital (Acute Care, General)							C	С	Р	Р					

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Library							Р	Р	Р	Р	Р		Р	
Maternity Home							С	С	Р	Р	Р			
Nursing/Convalescent							С	С	Р	Р				
Home														
Orphanage						С	С	С	Р	Р	Р			
Philanthropic							Р	Р	Р	Р	Р			
Organization														
Post Office	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р	
Radio, Television,									С	С		С		
Microwave Tower														
School, K Through 12	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р	
(public or private)														
Sewage Pumping	С	С	С	С	С	С	С	С	С	С	Р	Р	Р	
Station														
Telephone							С	С	С	Р	Р		Р	
Switching/Exchange														
Bldg.														
Wastewater	С	С	С	С	С	С	С	С	С	С		С	Р	
Treatment Plant														
Water Supply	С	С	С	С	С	С	С	С	С	С	Р	С	Р	
(Elevated Storage														
Tank)														
Water Supply Facility	Р	Р	Р	Р	Р	Р		С	С	С		С	Р	
(Private)														

Residential Uses

Nonresidential Uses

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COMM. AND WHOLESALE TRADE	AG	SF-1	SF-2	SF-4	SF-5	MF-1	0	LR	GR	CS	НО	I	GUI	PR	PP
Book Bindery										Р	Р				
Feed and Grain Store									Р	Р					
Furniture Manufacture												Р			
Heating and Air- Conditioning Sales/Service									Р	Ρ					
Pawnshop									С	С					
Propane Sales (Retail)										Р					
Taxidermist										Р					
Transfer Station/Refuse Pickup												Ρ			
Veterinarian (Outdoor Kennels or Pens)	С									Ρ					
Warehouse/Office										С		Р			
Welding Shop										С		Р			

	Reside	ential U	ses				Nonre	sidenti	al Uses						
LIGHT INDUSTRIAL/ MFG.	AG	SF-1	SF-2	SF-4	SF-5	MF-1	0	LR	GR	CS	НО	I	GUI	PR	PP
Contractor's Office (No Outside Storage)								Ρ	Ρ	Р	Ρ	Ρ			
Contractor's Office (With Outside Storage)										С		Р			
Contractor's Temporary On-site Office	С	С	С	С	С	С	С	С	С	С	Ρ	С			
Electronic Assembly										С		Р			
Engine Repair or Manufacture												Р			
Laboratory Equipment Manufacture												Ρ			
Machine Shop												Р			
Maintenance and Repair Services for Bldgs.										Р					
Open Storage/Outside Storage	С									С		Ρ			
Plumbing Shop									Р	Р					

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Research Lab (Nonhazardous)					С	C		Р		
Sand/Gravel/Stone Sales or Storage	С					С		Р		
Sand/Gravel Quarrying								С		
Sign Manufacturing						С	Р	Р		
Stone/Clay/Glass Manufacturing						С		Р		

(Ordinance 1220.10, adopted 9/12/06; Ordinance 1220.99, adopted 2/17/15; Ordinance 1220.140, att. B, adopted 4/11/17; Ordinance 1220.149, adopted 11/14/17; Ordinance 1220.151, adopted 12/12/17; Ordinance 2018-09, adopted 4/10/18; Ordinance 2019-44, adopted 12/10/19; Ordinance 2020-01, adopted 1/14/20; Ord. No. 2021-01, § 2, 1-12-2021)

#### **CITY OF DRIPPING SPRINGS**

#### ORDINANCE No.

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 2.04 ACRES FROM TWO-FAMILY RESIDENTIAL - DUPLEX (SF-4) TO LOCAL RETAIL (LR); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

- WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote orderly land use and development within the City; and
- WHEREAS, the City Council finds to be reasonable and necessary the rezoning of the tract, being Lot 2 of the C. Jones Subdivision as shown in *Attachment "A"* and totaling approximately 2.04 acres, from Two-Family Residential Duplex (SF-4) to Local Retail (LR); and
- WHEREAS, the City Council recognizes changed conditions and circumstances in the particular location; and
- WHEREAS, the City Council finds that the zoning change is compatible with the surrounding area and with the City's Zoning Ordinance and Comprehensive Plan; and
- WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on March 23, 2022 to consider the proposed amendment and the Planning and Zoning Commission recommended denial of the proposed change; and
- WHEREAS, after public hearing held by the City Council on April 5, 2022, the City Council voted by at least a two-thirds vote majority of those present and voting to reverse the recommendation of the Planning and Zoning Commission; and
- **WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

City of Dripping Springs Ordinance No \_\_\_\_\_ ZA2021-0006 Page 1 of 4 WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

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

#### **1. FINDINGS OF FACT**

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

#### 2. ENACTMENT

Two tracts of land totaling approximately 2.04 acres and described more fully in *Attachment "A"*, is hereby rezoned from Two-Family Residential (SF-4) to Local Retail (LR).

## **3. REPEALER**

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

## 4. SEVERABILITY

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

## 5. CHANGE ON ZONING MAP

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

#### 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

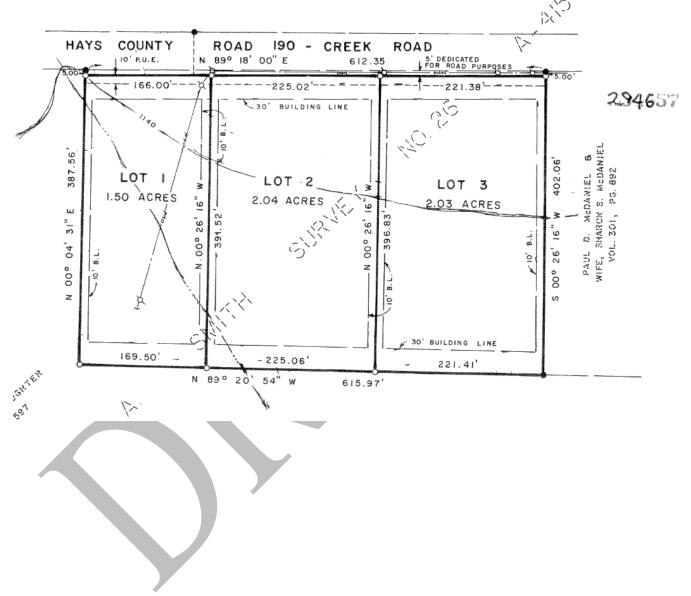
# 7. PROPER NOTICE & MEETING

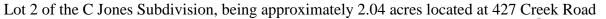
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, a public hearing was held, and that public notice of the time, place and Purpose of said hearing and meeting was given as required by the Open Meetings Act, Texas Government Code,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

PASSED & APPROVED this, th	eday of	2022, by a vote of
(ayes) to(nays) to	(abstentions) of t	he City Council of Dripping
Springs, Texas.		
CITY (	OF DRIPPING SPRIN	GS:
0111		
by:		
Bi	ll Foulds, Jr., Mayor	
	ATTEST:	
Andrea	Cunningham, City Secre	etary

S

# Attachment "A" Survey and Metes and Bounds





City of Dripping Springs Ordinance No

#### ZA2021-0006



To: Mayor Bill Folds Jr. and City Council

From: Tory Carpenter, AICP – Senior Planner

Date: April 5, 2022

#### **RE:** Regulation of Accessory Dwelling Units

## I. Overview

At the City Council meeting on February 1, 2022, staff presented several options for regulations related to Accessory Dwelling Units (ADUs) and Council directed staff to update the zoning ordinance. This direction came after several City Council members showed concerns regarding the lack of regulations related to accessory dwelling units, particularly the relative size of the structures relative to the primary structure on the site.

After public hearings at Planning & Zoning Commission and City Council on February 18 and March 1 respectively, the City Council directed staff to return the ordinance for review by the Planning & Zoning Commission. Since then, staff met with an ADU working group consisting of two City Council and two Planning & Zoning Commission members.

At their meeting on March 22, the Planning & Zoning Commission voted 3-1 to recommend support of the draft ordinance.

## **II.** Summary of Proposed Regulations and Updates

	Previous Draft	Current Draft
Max Height	Detached - Cannot exceed primary residence	
	Attached - Maximum height allowed in district	No change
	Garage Apartment – 30 ft	
Max Area	Less of:	Less of:
	1. 50% of home	1. 50% of home
	2. 1200 sqft	2. 800 sqft
Location		Detached – At least 25' behind
	<b>Detached</b> – Behind 50% depth of primary home	façade of primary home.
	Attached – Must meet standard setbacks	Attached – Must meet standard
		setbacks
Parking	One space per ADU	No change
Zoning Districts	Permitted in AG, SF-1, SF-2, HO, and GUI	No change
<b>Relief Procedure</b>		Waiver decided by Council with
	Waiver decided by P&Z	public hearing and notice to
		neighbors.

Highlights indicate update from previous draft ordinance.

# 1. Height

The height of an attached ADUs cannot exceed the building height for the primary structure. Note that the ordinance defines "attached accessory dwelling units" to ensure that the ADU is, in fact, fully within or significantly attached to the primary dwelling.

Except for garage apartments, detached ADUs cannot exceed the height of the existing home. Garage apartments may exceed the height of the primary structure but cannot be taller than 30 feet.

## 2. Area

The livable area of the ADU cannot exceed either:

- 800 square feet; or
- 50% of the livable area of the primary dwelling unit.

## 3. Location

Detached units, including garage apartments, must be located at least 25 feet behind the building façade of the primary home and must meet all building setbacks as determined by the zoning district. Attached units must meet building setbacks as determined by zoning district.

## 4. Zoning Districts / Conditional Use Permits

Staff believes that the new standards for ADUs reduce potential negative impacts to surrounding properties. If the ordinance is adopted as drafted, ADUs will be a permitted use in AG, SF-1, SF-2, HO, and GUI zoning districts without the need for a Conditional Use Permit. ADUs would be prohibited in all other zoning districts.

## 5. Relief Procedure

Any request to vary from the standards outlined above would be considered as a waiver request by the City Council. At the direction of the ADU working group, staff has updated the criteria.

## III. Short Term Rentals

The City does not currently regulate short term rentals (STRs) and staff is not considering STRs as part of this zoning ordinance.

#### CITY OF DRIPPING SPRINGS

#### ORDINANCE NO.\_\_\_.

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 30: ZONING: EXHIBIT A: ZONING ORDINANCE AND APPENDIX E: ZONING USE REGULATIONS (CHARTS) FOR ACCESSORY DWELLING UNITS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

- WHEREAS, the City desires to regulate the development of accessory dwelling units as to size, location, and height; and
- **WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code, a city may establish zoning regulations for the purpose of promoting the public health, safety, morals, or general welfare; and
- WHEREAS, the City has found the regulation of accessory dwelling units to be in the best interest of promoting comfortable enjoyment of residential neighborhoods; and
- **WHEREAS**, the City seeks to amend the Zoning Ordinance as it relates to accessory dwelling units to establish additional regulations for these units; and
- WHEREAS, the proposed zoning amendment has been reviewed by City staff, including the City's Land Planner, with the consensus being that the proposed changes are consistent with best planning practices and consistent with the Comprehensive Plan; and
- WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on February 22, 2022, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change with additional changes; and
- WHEREAS, after public hearing held by the City Council on March 1, 2022, the City Council voted to provide the Planning & Zoning Commission an additional opportunity to review the ordinance and appointed a committee to work on the ADU ordinance; and
- WHEREAS, after an additional public hearing, the Dripping Springs Planning and Zoning Commission on March 22, 2022, to reconsider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

- **WHEREAS**, after public hearing held by the City Council on April 5, 2022, the City Council voted to affirm the recommendation of the Planning & Zoning Commission and approve the proposed amendment; and
- WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or policy regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- **WHEREAS**, the City Council finds that it is necessary and proper for the protection of the welfare, health, peace, temperance, and safety of the City of Dripping Springs to adopt an ordinance amending regulations of accessory dwelling units.

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

## 1. FINDINGS OF FACT

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

#### 2. ENACTMENT

Chapter 30, Exhibit "A" Zoning Ordinance and Appendix "E" Zoning Use Regulations of the Dripping Springs Code of Ordinances are hereby amended to read in accordance with *Attachment* "A" and which are attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are underlined and highlighted and deletions are struck-through.

#### 3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

#### 4. SEVERABILITY

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

#### 5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code. City of Dripping Springs Page 2 of 7 Exhibit A: Zoning Ordinance Accessory Dwelling Units

## 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

## 7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the \_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_ (*ayes*)to (*nays*) to (*abstentions*) of the City Council of Dripping Springs, Texas.

## **CITY OF DRIPPING SPRINGS:**

*by*:\_\_\_

Bill Foulds, Jr., Mayor

# ATTEST:

Andrea Cunningham, City Secretary

# ATTACHMENT "A"

# **CHAPTER 30: ZONING**

# **EXHIBIT A: ZONING ORDINANCE**

## **Section 1: General Provisions**

\* \* \*

## **1.6 Definitions**

\* \* \*

<u>Accessory dwelling: An accessory dwelling secondary living space that is on-site with a primary</u> living space and that may be contained within the space structure as the primary, or may be contained in a separate <u>standalone</u> structure. <u>Except for accessory dwelling units in zoning district</u> <u>or districts that allow accessory dwelling units to be the primary living space. Occupants of</u> <u>secondary living spaces typically include a caretaker, servant, or farm worker employed by the</u> <u>owner/occupant, or a guest or family member of the owner/occupant.</u> <u>Also, an accessory dwelling</u> <u>unit can include an accessory dwelling space that is on-site with another use as specifically allowed</u> <u>within certain zoning districts.</u>

\* \* \*

# Section 5. DEVELOPMENT STANDARDS AND USE REGULATIONS

## **F. Accessory Dwelling Units**

## 5.50 Purpose.

Standards for controlling accessory dwelling units are set forth to ensure that accessory dwelling units are ancillary to primary living spaces or other uses and are appropriate within the various zoning districts in which they are allowed. These standards are intended to allow reasonable and comfortable enjoyment of adjacent and nearby property owners and by occupants of neighboring residential dwellings, while providing opportunities for accessory dwelling units.

## 5.51 Definitions.

(a) <u>Accessory dwelling: An accessory dwelling space that is on-site with a primary living space and that may be contained within the space structure as the primary, or may be contained in a separate standalone structure. Also, an accessory dwelling unit can include an accessory dwelling space that is on-site with another use other than a residence as specifically allowed within certain zoning districts.</u>

(b) Attached Unit: A dwelling unit that is either wholly enclosed within the primary structure or shares at least one full wall with the primary structure. Attached units do not include units attached by an open-aired breezeway or other minimally attached method. Whether a unit is attached or detached is a determination made by the Planning Director at the time of application for an accessory dwelling unit.

(c) Detached Unit: A dwelling unit that is entirely detached from the primary structure or that is minimally attached in a way so the ADU does not share one full wall with the primary structure.

(d) <u>Livable Area: The interior floor area of a dwelling, including stairways, halls, and closets,</u> <u>but excluding porches, garages, breezeways, or carports.</u>

# 5.52 Permitted Districts.

Accessory Dwelling Units are only permitted in those districts where ADUs are allowed as listed in the City's zoning ordinance land use chart. Each lot is only permitted one ADU.

# 5.53 Special provisions.

# 5.53.1 Height Regulations

- (a) Attached Units: except as provided in this subsection, all height regulations for the zoning district apply including specific height regulations for attached units included in the zoning district regulations.
- (b) Detached Units: building height for detached units shall not exceed the height of the lot's existing primary dwelling unit except as described below:
  - i. <u>ADUs located above a detached vehicle parking garage may exceed the height of</u> <u>the lot's existing primary dwelling unit. However, the overall height of the detached</u> <u>garage and ADU cannot exceed 30 feet.</u>

# 5.53.2 Location

- (a) Except as provided in this subsection, the side and rear yard setback regulations of the underlying zoning remain in effect.
- (b) <u>Detached ADUs must maintain a minimum 10-foot buffer between the ADU and the</u> primary structure. The required buffer is inclusive of any open air breezeway or other <u>minimally attached method.</u>
- (c) An <u>ADU may not be located in front of a primary structure and must be at least 25 feet</u> behind the front façade of the primary structure.

# 5.53.3 Parking

A minimum of one parking space, in addition to any required parking spaces for the primary structure or other uses, is required.

# 5.53.4 Building and Development Standards

(a) <u>Site Plan: A site plan indicating the exact location of the proposed ADU must</u> accompany any building permit application or waiver/variance application for an ADU

(b) <u>Elevations: Elevation details for the proposed ADU must accompany any building</u> permit application or waiver/variance application for an ADU

# 5.53.5 ADU Size

The maximum livable area of an ADU shall not exceed the lesser of:

(a) 800 square feet; or

(b) 50% the square footage of the livable area of the main house.

# 5.54 Waiver for Accessory Dwelling Unit Standards

- (a) <u>A waiver application may be submitted prior to or concurrently with a building permit</u> <u>application.</u>
- (b) The application shall fully state in writing the grounds for the application, and all of the facts relied upon by the applicant. The application for the waiver must be submitted not less than 30 days prior to the City Council meeting at which the request will be considered.
- (c) After a public hearing, the City Council may grant a waiver to authorize deviation from a regulation within this Section, Accessory Dwelling Units, if in the opinion of the City Council, the requested deviation:
  - (1) will not adversely affect neighboring properties;
  - (2) is not contrary to the public interest;
  - (3) is consistent with the design of the primary structure;
  - (4) is consistent with the character of the neighborhood;

(5) meets all other supplemental standards of the zoning ordinance and related land use requirements; and

(6) provides for mitigation of any adverse effects or impact of the requested deviation.

- (d) The decision of the City Council is final.
- (e). <u>Notice and public hearing.</u>

(1) City Council shall hold a public hearing prior to consideration of each ADU Waiver application.

(2) Notice of the hearing must be published on the city's website no more than 30 nor less than 15 days prior to the first hearing at City Council.

(3) Notice of the hearing shall be provided to all property owners within 300 feet of the affected property no more than 30 nor less than 15 days prior to the public hearing.

(4) <u>Weather-resistant signs shall be erected on the property under application for</u> the purposes of advertising the zoning amendment request.

i. <u>The signs shall be provided by the city.</u>

ii. <u>Signs placed on the property involved must be within ten feet of any</u> property line paralleling any established or proposed street, and must be visible from that street.

iii. <u>All required signs shall remain on the property until final disposition of the</u> waiver request is determined.

# APPENDIX E. - ZONING USE REGULATIONS (CHARTS)

Posidontial Usos															
	Residential Uses				Nonresidential Uses										
RESIDENTIAL	AG	SF- 1	SF- 2	SF- 4	SF- 5	MF- 1	0	LR	GR	CS	НО	I	GUI	PR	PP
Accessory Bldg./Structure (Nonresidential)							Р	Р	Ρ	Ρ	Ρ	Ρ	Ρ		
Accessory Bldg./Structure (Residential)	Р	Р	Р	Р	Р	Р					Р				
Accessory Dwelling Unit	P	€ P	C P								P		P		
Caretaker's/Guard Residence	Ρ	Р	Р								Р				
Community or Group Home	С	С	С	С	С						Р				
Duplex/Two- Family				Р	Р	Р	Р	Р	Р		Р				
Garage Residential Conversion	Р	Р	С	С							Р				
Garden Home/Townhome					Р	Р	Р	Р	Р		Р				
Home Occupation	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р				
HUD-Code Manufactured Home	С			С	С	С					х				
Living Quarters on Site with a Business							Р	Р	Р	Р	Р				
Multiple-Family Dwelling						Р	Р	Р	Р		Р				
Residential Loft							Р	Р	Р		Р				
Rooming/Boarding House						Р		Р			Р				
Single-Family Dwelling, Detached	Р	Р	Р	Р	Р	Р					Р				
Single-Family Industrialized Housing	Р	Р	Р	Р	Р	Р					Р				
Swimming Pool, Private	Р	Р	Р	Р	Р	Р	Р	Р	Р		Р				

## SECTION 3. ZONING DISTRICTS

#### **3.1.** Zoning districts established.

3.1.1. The City of Dripping Springs, Texas, is hereby divided into the following zoning districts. The use, height, area regulations, and other standards, as set out herein apply to each district. The districts established herein shall be known as follows:

#### **Zoning District Name**

AG	Agriculture (min. 2 acres)
SF-1	Single-Family Residential — Low Density (min. 1 acre)
SF-2	Single-Family Residential — Moderate Density (min. <sup>1</sup> / <sub>2</sub> acre)
SF-4	Two-Family Residential — Duplex
SF-5	Single-Family Attached Residential — Town Home
MF	Multifamily Residential
MH	Manufactured Home
0	Office
LR	Local Retail
GR	General Retail
CS	Commercial Services
Ι	Industrial
Н	Historic
GUI	Government, Utility, Institutional
PR	Public Recreation
PP	Public Park or Preserve
PD	Planned Development

- 3.1.2. A summary of the area regulations for the zoning districts is included in appendix B.
- 3.1.3. Certain terms and definitions used within this chapter can be found in section 5. Definitions specifically applicable to particular sections are contained within the section.
- 3.1.4. <u>Limited cumulative zoning</u>: Less intense uses shall be allowed within more intense districts that are zoned residential or commercial. For example, any use zoned AG through GR will be allowed in the CS zoning category, but only industrial uses are allowed in the industrial zoning district. Less intense uses constructed in more intense district shall conform to the regulations that correlate with the corresponding use category that is proposed to be used on the property.
- 3.1.5. A conversion chart explaining the disposition of the prior zoning districts to those designated under this chapter is provided in the appendices.

# **3.2. Agriculture district (AG).**

- 3.2.1. <u>Description:</u> The AG, agriculture district is designed to permit the use of land for the ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.
- 3.2.2. <u>Permitted uses:</u> Those uses listed for the AG, agricultural district in appendix C [appendix E] (Use Charts) as "P" or "C" are authorized uses permitted by right, or conditionally permitted uses, respectively.
- 3.2.3. <u>Height regulations.</u>
  - (a) <u>Main building</u>: Maximum of 40 feet for the main building or house.
  - (b) <u>Accessory buildings:</u> Maximum 40 feet for accessory buildings, including detached garage/accessory dwelling units.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations <u>including accessory dwelling unit regulations</u>.
- 3.2.4. <u>Area regulations:</u>
  - (a) Size of lots:
    - (1) Minimum lot area: Two acres.
    - (2) Minimum lot width: 100 feet.
    - (3) Minimum lot depth: 150 feet.
  - (b) <u>Size of yards:</u>
    - (1) Minimum front yard: 50 feet.
    - (2) Minimum side yard: Ten percent of the lot width, not to exceed 30 feet; 25 feet from a street right-of-way for a corner lot.
    - (3) Minimum rear yard: 50 feet for the main building and any accessory building(s); ten feet from a main building to an accessory building.
  - (c) Impervious cover: 30 percent.
- 3.2.5. Special requirements:
  - (a) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, mobile homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (b) <u>Open storage</u>: Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, recreational vehicles, boats and trailers etc.). Cultivation equipment may be stored outside.

(Supp. No. 1)

- (c) <u>Side-entry garages:</u> Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering.
- (d) <u>Swimming pools:</u> Swimming pools shall be constructed and enclosed in accordance with the city building code.
- (e) <u>Nonresidential uses:</u> Site plan approval shall be required for any nonresidential use (such as a school, church, child-care center, private recreation facility, group home, etc.) in the agriculture district. Any nonresidential land use that may be permitted in this district shall conform to the local retail district standards.
- (f) <u>Temporary buildings:</u> There shall be no permanent use of temporary facilities or buildings. A use shall be deemed permanent after the use has been in existence on the same lot for a period of at least six months.
- (g) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

# 3.3. Single-family residential district—Low density (SF-1).

- 3.3.1. <u>Description</u>: The SF-1, single-family residential district is intended to provide for development of low-density, detached, single-family residences on lots of at least one acre in size.
- 3.3.2. <u>Permitted uses:</u> Those uses listed for the SF-1 District or any less intense residential district in appendix C [appendix E] (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- 3.3.3. <u>Height regulations:</u>
  - (a) <u>Main building(s)</u>: Maximum two and one-half stories, or 40 feet for the main building or house, whichever is less.
  - (b) <u>Accessory building(s):</u> Maximum 25 feet for other accessory buildings, including a detached garage or accessory dwelling units.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations <u>including accessory dwelling unit regulations</u>.
- 3.3.4. <u>Area regulations:</u>
  - (a) <u>Size of lots:</u> Minimum lot area: One acre (43,560 square feet).
  - (b) <u>Size of yards:</u>
    - (1) Minimum front yard: 25 feet.
    - (2) Minimum side yard: Total of 40 feet combining both side yards with a minimum of 15 feet on either side.
    - (3) Minimum rear yard: 25 feet.
  - (c) Impervious coverage: 30 percent.

3.3.5. Special requirements:

- (a) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (b) <u>Open storage</u>: Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, recreational vehicles, boats and trailers, etc.).
- (c) <u>Side-entry garages:</u> Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering.
- (d) <u>Swimming pools:</u> Swimming pools shall be constructed and enclosed in accordance with the City Building Code.
- (e) <u>Nonresidential uses:</u> Site plan approval shall be required for any nonresidential use (such as a school, church, child-care center, private recreation facility, etc.) in the SF-1 District. Any nonresidential land use that may be permitted in this district shall conform to the local retail district standards.
- (f) <u>Temporary facilities:</u> There shall be no permanent use of temporary buildings.
- (g) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

## 3.4. Single-family residential district—Moderate density (SF-2).

- 3.4.1. <u>Description:</u> The SF-2, single-family residential district is intended to provide for development of primarily moderate-density detached, single-family residences on lots of at least ½ acre in size.
- 3.4.2. <u>Permitted uses:</u> Those uses listed for the SF-2 district or any less intense residential district in appendix C [appendix E] (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- 3.4.3. <u>Height regulations:</u>
  - (a) <u>Main building(s)</u>: Maximum two and one-half stories, or 40 feet whichever is less, for the main building or house.
  - (b) <u>Accessory building(s)</u>: Maximum 25 feet for other accessory buildings, including a detached garage or accessory dwelling units.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations <u>including accessory dwelling unit regulations</u>.
- 3.4.4. Area regulations:
  - (a) <u>Size of lots:</u> Minimum lot area: One-half acre.
  - (b) <u>Size of yards:</u>
    - (1) <u>Minimum front yard:</u> Minimum 25 feet.
    - (2) Minimum side yard: Minimum 15 feet.
    - (3) Minimum rear yard: Minimum 25 feet from the main building.

(c) <u>Impervious cover: 40 percent.</u>

#### 3.4.5. Special requirements:

- (a) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (b) <u>Open storage</u>: Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
- (c) <u>Side-entry garages:</u> Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering.
- (d) <u>Swimming pools:</u> Swimming pools shall be constructed and enclosed in accordance with the city building code.
- (e) <u>Nonresidential uses</u>: Site plan approval shall be required for any nonresidential use (such as a school, church, child-care center, private recreation facility, etc.) in the SF-2 district. Any nonresidential land use that may be permitted in this district shall conform to the local retail district standards.
- (f) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
- (g) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.
- (h) <u>OSSFs:</u> On-site sewage facilities (OSSFs) are prohibited in this district on lots of less than three-quarters of an acre.

(Ordinance 1220.10, adopted 9/12/06)

#### 3.5. Single-family residential—Town center (SF-3).

- 3.5.1. <u>Description</u>: The SF-3, single-family residential district is intended to promote stable, quality, detached-occupancy residential development on individual lots at increased densities. Individual ownership of each lot is encouraged. This district provides a "buffer" or transition district between lower density residential areas and multiple-family or nonresidential areas or major thoroughfares.
- 3.5.2. <u>Permitted uses:</u> Those uses listed in the city's zoning ordinance for the GR district or any less intense residential district.
- 3.5.3. <u>Height regulations:</u>
  - (a) Main building(s) height: Maximum two and one-half stories, or 40 feet for the main building or house, whichever is less.
  - (b) Accessory building(s) height: Maximum 15 feet for accessory buildings, including a detached garage or accessory dwelling units.
- 3.5.4. Area regulations:
  - (a) <u>Size of lots:</u>

- (1) Minimum lot area: 3,500 square feet.
- (2) Minimum lot width: 35 feet.
- (b) <u>Size of yard setbacks:</u>
  - (1) Minimum front yard setback: Ten feet.
  - (2) Minimum side yard setback: Five feet; corner lots, seven and one-half feet from the street right-of-way.
  - (3) Minimum rear yard setback: Ten feet.
  - (4) Minimum setback for garage door from alley: Ten feet.
  - (5) Minimum setback for garage door from front curb or sidewalk: 25 feet.
  - (6) Minimum setback for accessory building: Five feet; no accessory buildings or structures are permitted in any front street yard.
- (c) <u>Maximum total impervious coverage:</u> 65 percent.
- (d) <u>Minimum width of residential building:</u> 25 feet.
- (e) <u>Maximum height of fence within street yard:</u> Three feet, all fences shall provide a finished face to abutting streets.
- (f) <u>Maximum height of fence outside of street yard:</u> Six feet; all fences shall provide a finished face to abutting streets and these fence shall not conflict with sight triangles at intersections or obstruct views from adjacent driveways.
- 3.5.5. Special requirements:
  - (a) <u>Separate utilities:</u> All utilities shall be provided separately to each unit within the SF-3 district so that each unit is individually metered.
  - (b) <u>Maintenance for common areas:</u> A property owners' association is required for continued maintenance of common land and/or facilities.
  - (c) <u>Garage space required:</u> The elimination of a garage space by enclosing the garage with a stationary building wall is prohibited.
  - (d) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (e) <u>Open storage</u>: Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
  - (f) <u>Swimming pools</u>: Swimming pools shall be constructed and enclosed in accordance with the city's building code.
  - (g) <u>Nonresidential uses:</u> Site plan approval shall be required for any nonresidential use, including a school, church, child-care center, group home, or private recreation facility, in the SF-3 district. Any nonresidential land use that may be permitted in this district shall conform to the local retail district standards.

(Supp. No. 1)

- (h) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
- (i) <u>Special purpose nonresidential lots:</u> These lots, including, but not limited to landscape lots and utility lots, are exempt from regulations described in these SF-3 districts (see plat for use notes).

(Ordinance 1220.98, adopted 11/10/15)

#### 3.6. Two-family residential—Duplex (SF-4).

- 3.6.1. <u>Description</u>: The SF-4, two-family residential district is intended to provide for development of detached, two-family residence structures on moderate size lots of at least 10,000 square feet in size.
- 3.6.2. <u>Permitted uses:</u> Those uses listed for the SF-4 district or any less intense residential district on the zoning use charts as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- 3.6.3. <u>Height regulations:</u>
  - (a) <u>Main building(s)</u>: Maximum two and one-half stories, or 40 feet, whichever is less, for the main building or house.
  - (b) <u>Accessory building(s)</u>: Maximum 25 feet for other accessory buildings, including a detached garage or accessory dwelling units.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.
- 3.6.4. Area regulations:
  - (a) <u>Size of lots:</u>
    - (1) Minimum lot area: 10,000 square feet.
    - (2) Minimum lot width: 70 feet.
    - (3) Minimum lot depth: 100 feet.
  - (b) <u>Size of yards:</u>
    - (1) Minimum front yard: Minimum 20 feet.
    - (2) Minimum side yard: Minimum ten feet; 15 feet from a street right-of-way for a corner lot.
    - (3) Minimum rear yard: Minimum 20 feet for the main building.
  - (c) <u>Impervious cover:</u> 50 percent.
  - (d) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.
- 3.6.5. Special requirements:

- (a) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (b) <u>Open storage</u>: Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
- (c) <u>Side-entry garages:</u> Two-family residential structures with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering.
- (d) <u>Swimming pools:</u> Swimming pools shall be constructed and enclosed in accordance with the city building code.
- (e) <u>Nonresidential uses:</u> Site plan approval shall be required for any nonresidential use (such as a school, church, child-care center, private recreation facility, etc.) in the SF-4 district. Any nonresidential land use that may be permitted in this district shall conform to the local retail district standards.
- (f) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
- (g) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

# 3.7. Single-family attached residential district (SF-5) garden home.

- 3.7.1. <u>General purpose and description</u>: The SF-5, single-family attached residential district is intended to promote stable, quality, attached-occupancy residential development on individual lots at slightly increased densities. Individual ownership of each lot is encouraged. This district may be included within certain areas of neighborhoods or, when in accordance with the intent of the comprehensive plan, may provide a "buffer" or transition district between lower density residential areas and multiple-family or nonresidential areas or major thoroughfares.
- 3.7.2. <u>Permitted uses:</u> Those uses listed for the SF-5 district or any less intense residential district in appendix C [appendix E] (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- 3.7.3. Height regulations:
  - (a) <u>Main building(s)</u>: Maximum two and one-half stories, or 40 feet for the main building or house, whichever is less.
  - (b) <u>Accessory building(s)</u>: Maximum 25 feet for accessory buildings, including adetached garage or accessory dwelling units.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.
- 3.7.4. <u>Area regulations:</u>
  - (a) <u>Size of lots:</u>
    - (1) Minimum lot area: 2,500 square feet.

- (2) Minimum lot width: 30 feet.
- (b) Size of yards:
  - (1) Minimum front yard: 15 feet.
  - (2) Minimum side yard:
    - a. Single-family attached dwellings are not required to have a side yard, with the exception of a minimum 15-foot side yard adjacent to a street. The ends of any two adjacent building complexes or rows of buildings shall be at least 15 feet apart. The required side yards shall be designated upon a plat approved by the city council.
    - b. A complex of attached single-family dwellings shall have a minimum length of three dwelling units, and shall not exceed 200 feet in length or the width of six attached units, whichever is less.
    - c. Minimum rear yard: 20 feet for the main building.
- (c) <u>Impervious coverage:</u> 80 percent.
- (d) <u>Other:</u> Refer to section 5.

#### 3.7.5. Special Requirements:

- (a) <u>Separate utilities:</u> All utilities shall be provided separately to each unit within an SF-5 district so that each unit is individually metered.
- (b) <u>Useable open space requirement:</u> All single-family attached developments shall provide usable open space at the ratio and criteria as specified below. Except as provided herein, any SF-5 subdivision shall provide useable open space which equals or exceeds 20 percent of the gross platted area, excluding rights-of-way for collector and larger sized streets. Useable open space shall not be required for an SF-5 development if it contains 20 or fewer units.
- (c) <u>Maintenance for common areas:</u> A property owners' association is required for continued maintenance of common land and/or facilities.
- (d) <u>Garage space required:</u> The elimination of a garage space by enclosing the garage with a stationary building wall is prohibited.
- (e) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (f) <u>Open storage</u>: Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
- (g) <u>Swimming pools:</u> Swimming pools shall be constructed and enclosed in accordance with the city building code.
- (h) <u>Nonresidential uses:</u> Site plan approval shall be required for any nonresidential use, including a school, church, child-care center, group home, or private recreation facility,

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in the SF-5 district. Any nonresidential land use that may be permitted in this district shall conform to the local retail district standards.

- (i) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
- (j) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

## 3.8. Multiple-family residential district (MF).

- 3.8.1. <u>Description</u>: The MF, multiple-family residential district is an attached residential district intended to provide the highest residential density, that being of 24 dwelling units per acre. The principal permitted land uses will include low-rise apartment dwellings and garden homes. Recreational, religious, health and educational uses normally located to service residential areas are also permitted in this district. This district should be located adjacent to a major thoroughfare and may serve as a buffer between low or medium density residential development and nonresidential development or high-traffic roadways.
- 3.8.2. <u>Permitted uses:</u> Those uses listed for the MF district or any less intense residential district in appendix C [appendix E] (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- 3.8.3. <u>Height regulations:</u>
  - (a) <u>Main building(s)</u>: Maximum two stories, or 40 feet, whichever is less, for the main building(s).
  - (b) <u>Accessory building(s)</u>: Twenty-five feet for accessory buildings.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.
- 3.8.4. <u>Area regulations:</u>
  - (a) <u>Size of lots:</u>
    - (1) Minimum lot area: 1,815 square feet per dwelling unit, not to exceed 24 dwelling units per acre, calculated on gross acreage. The minimum lot size shall be 20,000 square feet.
    - (2) Minimum lot width: 60 feet.
  - (b) <u>Size of yards:</u>
    - (1) Minimum front yard: 30 feet; all areas adjacent to a street shall be deemed front yards. See section 5 for any additional setback requirements.
    - (2) Minimum side yard: 15 feet; 45 feet when building is in excess of one-story in height and adjacent to a single-family zoning district.
    - (3) Minimum rear yard: 25 feet; 45 feet when the building is in excess of one-story and adjacent to a single-family zoning district.
  - (c) <u>Building separation:</u>

- (1) One-story buildings: 20 feet for buildings with or without openings.
- (2) Two-story buildings (or a two-story building adjacent to a one-story building), 20 feet, for buildings with or without openings.
- (d) <u>Impervious cover:</u> 60 percent total, including main buildings and accessory buildings.
- (e) <u>Housing affordability:</u> It is a policy of the city council of Dripping Springs to encourage the development of affordable housing within the jurisdiction. Accordingly, for multifamily projects which take their principal access from major arterials or state or federal highways, and which are served by the public wastewater system, the following shall apply when calculating units per acre:

Efficiency units of 550 square feet or less shall count as half units toward the units-peracre count, and may comprise up to 20 percent of the total of units in the project.

#### 3.8.5. <u>Refuse:</u>

- (a) <u>Location:</u> Every multiple-family dwelling unit shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travelway. The refuse facility shall be located on the same premises as the living units. The designation of off-site refuse facilities is prohibited. A refuse facility shall be a dumpster or other similar receptacle designed for receiving garbage in bulk for more than one dwelling. Refuse dumpsters shall be no closer than 80 feet to any adjacent lot that is platted or used for residential dwellings.
- (b) <u>Screening</u>: Each refuse facility shall be screened on three sides from the view of a person(s) standing at ground level on the site or immediately adjoining property. Said screening [shall] consist of a solid screening device constructed of materials approved by the city administrator and not less than six feet in height, or by an enclosure within a building. A gate on the fourth side is optional. Refuse containers shall be provided and maintained in a manner to satisfy local public health and sanitary regulations. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies.

#### 3.8.6. Usable open space:

- (a) Each lot or parcel of land which is used for multifamily residences shall provide on the same lot or parcel of land a minimum of 300 square feet of useable open space per unit.
- (b) Covered or underground easements with useable open space may be included as part of the recommended open space.
- (c) Areas occupied by enclosed buildings (except gazebos and pavilions), street and alley right-of-way and/or easements, drives, parking and drainage channels may not be included in calculating useable open space.
- (d) Areas occupied by overhead electrical transmission lines, drainage channels and antennas may not be included in calculating useable open space.

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- (e) Useable open space channels must be a minimum of 15 feet wide and have no slope greater than ten percent.
- (f) At the time of site plan approval, the P&Z may recommend, and the city council may allow, full or partial credit for open areas that exceed the ten percent maximum slope if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development or the surrounding area.
- (g) <u>Credit for off-site open space</u>: At the time of site plan approval, the P&Z may recommend, and the city council may allow, up to one-third of the required open space to be satisfied by off-site dedicated open space that meets the development's needs in terms of adjacency, accessibility, usability, and design integration. The granting of any off-site credit for open space is a discretionary power of the city council. The guidelines below may assist in considering if credit is appropriate:
  - (1) Adjacency: Is at least 15 percent of the MF development's boundary adjacent to the parkland or other open space.
  - (2) Accessibility: Are there defined pedestrian connections between the development and the parkland or other open space.
  - (3) Usability: Is the parkland or other open space immediately adjacent to the development suitable for use as parkland and accessible by residents?
  - (4) Design integration: Does the design of the development provide a significant visual and pedestrian connection to the park or other open space?
- (h) <u>Special requirements:</u>
  - (1) Single-family units: Single-family units constructed in this district shall conform to the regulations that correlate with the appropriate residential category that is proposed to be used on the property.
  - (2) On-site dwellings: Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (3) Open storage: Open storage is prohibited.
  - (4) Units near fire lanes: The front door of each dwelling unit shall be no more than 150 feet from a fire lane (measured by an unobstructed pathway, or route, for fire hoses).
  - (5) Access to a parking area: A paved walkway shall connect the front door of each ground floor unit to a parking area.
  - (6) Length of buildings: Buildings shall not exceed 200 feet in length.
  - (7) Oversize parking areas: Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as part of the approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.

- (8) Signage: All buildings containing residential units shall provide signage that clearly identifies the numbers (addresses) of the units within each building. Signage shall be visible from entrances into the complex or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, or emergency personnel. All signs must comply with all other applicable regulations.
- (9) Lighting: All parking areas shall have appropriate lighting and shall be positioned such that no light adversely impacts adjacent residential areas, and shall comply with the city's lighting ordinance.
- (10) Swimming pools: Swimming pools shall be constructed and enclosed in accordance with the city building code.
- (11) Nonresidential uses: Site plan approval shall be required for any nonresidential use, such as a school, church, child-care center, group home, or private recreation facility, in the MF district. Any nonresidential land use that may be permitted in this district shall conform to the local retail district standards.
- (12) Temporary facilities: There shall be no permanent use of temporary facilities or buildings.
- (13) Other regulations: Refer to section 5, Development Standards and Use Regulations.

(Ordinance 1220.10, adopted 9/12/06)

## **3.9.** Office district (O).

- 3.9.1. <u>Description</u>: The O, office district is established to create a district for low intensity office and professional uses. The district can be used as a transition district between more intense uses and residential uses. Permitted uses should be compatible with adjacent residential areas by limiting building heights to one or two stories, and by utilizing buffering and landscaping requirements. Buildings in this district should be compatible with and similar in scale to residential uses and adjacent property. Bed-and-breakfasts should also be permitted.
- 3.9.2. <u>Permitted uses:</u> Those uses listed for the O, office district and single-family four (SF-4), single-family five (SF-5), and multifamily residential (MF) uses in appendix E> (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.

(Ordinance 1210.19, adopted 6/10/14)

#### 3.9.3. <u>Height regulations:</u>

- (a) <u>Main building(s)</u>: Maximum two stories, or 40 feet, whichever is less.
- (b) <u>Accessory building(s)</u>: Maximum one story, or 25 feet for accessory buildings.

- (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.
- 3.9.4. <u>Area regulations:</u>
  - (a) Size of lots:
    - (1) Minimum lot size: 5,000 square feet.
    - (2) Minimum lot width: 50 feet.
    - (3) Minimum lot depth: 100 feet.
  - (b) Size of yards: [(1)-
    - (3) Reserved.]
    - (4) Minimum front yard: 15 feet; all yards adjacent to a street shall be considered a front yard (see section 5 for any additional setback requirements).
    - (5) Minimum side yard: Ten feet; fifteen feet adjacent to a public street or residential lot.
    - (6) Minimum rear yard: Ten feet.
    - (7) Adjacent to a single-family district: Any office use that is located adjacent to (and not across a right-of-way from) any single-family zoning district shall be set back from the applicable residential district property line by 30 feet.
  - (c) <u>Impervious cover:</u> 60 percent total, including main buildings and accessory buildings.
  - (d) <u>Gross floor area:</u> The gross floor area for each nonresidential structure shall not exceed 40,000 square feet per building.
- 3.9.5. Landscaping requirements: Refer to city's landscaping ordinance.
- 3.9.6. Special district requirements:
  - (a) <u>Building facade review:</u> Building facade (elevation) plans shall be submitted during the site development process in compliance with any approved exterior design standards enacted by the city.
  - (b) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
  - (c) <u>Open storage</u>: Open storage is prohibited.
  - (d) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
  - (e) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.
  - (f) Banks and savings and loan associations are restricted to one per intersection or shared access driveway.

#### **3.10.** Local retail district (LR).

3.10.1. <u>Description:</u> The LR, local retail district is established to provide areas for low intensity, specialized retail sales that are intended to service local neighborhoods, citizens, and

visitors of the city. Bed-and-breakfasts are permitted within local retail districts. General, office, regional commercial, or commercial services uses should not be permitted.

3.10.2. <u>Permitted uses:</u> Those uses listed for the LR district or any less intense commercial district and single-family four (SF-4), single-family five (SF-5), and multifamily residential (MF) uses in appendix E (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.

(Ordinance 1210.19, adopted 6/10/14)

3.10.3. Height regulations:

- (a) <u>Main building(s)</u>: Maximum two stories, or 40 feet, whichever is less.
- (b) <u>Accessory building(s)</u>: Maximum one story, or 25 feet for accessory buildings.
- (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.

### 3.10.4. Area regulations:

- (a) Size of lot:
  - (1) Minimum lot area: 5,000 square feet.
  - (2) Minimum lot width: 50 feet.
  - (3) Minimum lot depth: 100 feet.
- (b) <u>Size of yards:</u>
  - (1) Minimum front yard: 15 feet; all yards adjacent to a street shall be considered a front yard. See section 5 for any additional setback requirements.
  - (2) Minimum side yard: Ten feet; 15 feet adjacent to a public street or residential lot.
  - (3) Interior side yards: When retail uses are platted adjacent to other retail uses and are integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the city's building code and allows for connectivity.
  - (4) Minimum rear yard: Ten feet.
  - (5) Adjacent to a single-family district: Any neighborhood service use that is located adjacent to (and not across a right-of-way from) any single-family zoning district shall be set back from the applicable residential district property line by 30 feet.
- (c) <u>Impervious cover:</u> 60 percent total, including main buildings and accessory buildings.
- (d) <u>Gross floor area for nonresidential structures:</u> The gross floor area for each building shall be 40,000 square feet per building.

- (e) <u>Outside display</u>: Outside display of merchandise and seasonal items, such as Christmas trees and pumpkins shall be limited to the following:
  - (1) Outside display areas shall not be placed or located more than 30 feet from the main building.
  - (2) Outside display areas shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property, except on a temporary basis only, which is a maximum of 30 days per display and a maximum of two displays per calendar year.
  - (3) Outside display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.
  - (4) Outside display areas shall not extend into public right-of-way or onto adjacent property.
  - (5) Outside display items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
- (f) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- (g) <u>Open storage</u>: Open storage is prohibited.
- (h) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
- (i) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

(Ordinance 1220.10, adopted 9/12/06)

## **3.11. General retail district (GR).**

- 3.11.1. <u>Description:</u> The GR, general retail district is established to provide areas for retail facilities that are larger than those generally located in the local retail district, such as large grocery stores, book stores, and the like. Areas zoned for general retail should have convenient regional access via major thoroughfares, such as U.S. Highway 290 or Ranch Road 12, and major collector streets are primary locational considerations. Hotel/motel uses, community scale retail, and bed-and-breakfasts are permitted within general retail districts. Office uses, commercial services, and industrial uses shall not be permitted.
- 3.11.2. <u>Permitted uses:</u> Those uses listed for the GR, general retail district or any less intense commercial district and single-family four (SF-4), single-family five (SF-5), and multifamily residential (MF) uses in appendix E (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.

## 3.11.3. Height regulations:

(a) <u>Main building(s)</u>: Maximum two stories, or 40 feet, whichever is less.

- (b) <u>Accessory building(s)</u>: Maximum one story, or 25 feet for accessory buildings.
- (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.
- 3.11.4. Area regulations:
  - (a) <u>Size of lot:</u>
    - (1) Minimum lot area: 20 thousand square feet.
    - (2) Minimum lot width: 100 feet.
    - (3) Minimum lot depth: 150 feet.
  - (b) <u>Size of yards:</u>
    - (1) Minimum front yard: 25 feet; all yards adjacent to a street shall be considered a front yard. See section 5 for any additional setback requirements.
    - (2) Minimum side yard: 25 feet; 25 feet adjacent to a public street or residential lot.
    - (3) Interior side yards: When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the city's building code.
    - (4) Minimum rear yard: 25 feet.
    - (5) Adjacent to a single-family district: Any retail use that is located adjacent to (and not across a right-of-way from) any single-family zoning district shall be set back from the applicable residential district property line by 40 feet.
  - (c) <u>Impervious cover:</u> 60 percent total, including main buildings and accessory buildings.
  - (d) <u>Gross floor area for nonresidential structures:</u> The gross floor area for each building shall not exceed 60,000 square feet per building.
  - (e) <u>Minimum building separation for nonresidential structures:</u> There shall be a minimum 80 feet separation between structures, or a minimum separation as required by the City's Fire Code (if any), whichever is greater.
  - (f) <u>Open storage</u>: Open storage is limited to a maximum of five percent of the total lot area, shall not be located in front of or on top of the building, shall not be located facing any street, and must be screened in accordance with the provisions of section 5. Open storage cannot be visible from any public street or adjacent property.
  - (g) <u>Outside display:</u>
    - (1) Outside display of merchandise and seasonal items, such as Christmas trees and pumpkins shall be limited to the following.
    - (2) Outside display areas shall not be placed or located more than 30 feet from the main building.

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- (3) Outside display areas shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property, except on a temporary basis only, which is a maximum of 30 days per display and a maximum of two displays per calendar year.
- (4) Outside display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.
- (5) Outside display areas shall not extend into public right-of-way or onto adjacent property.
- (6) Outside display items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
- (h) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- (i) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
- (j) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

(Ordinance 1220.10, adopted 9/12/06)

## **3.12.** Commercial services district (CS).

- 3.12.1. <u>Description</u>: The commercial services (CS) district is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding and contractors shops, plumbing shops, automotive repair or painting services, upholstery shops, and other similar commercial uses. Uses in this district may utilize open storage areas that are screened from public view. The uses envisioned for the district will typically utilize small sites and have operational characteristics that are generally not compatible with residential uses and most other types of nonresidential uses within the city.
- 3.12.2. <u>Permitted uses:</u> Those uses listed for the CS, commercial services district or any less intense commercial district in appendix E (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.

(Ordinance 1210.19, adopted 6/10/14)

- 3.12.3. Height regulations:
  - (a) <u>Main building(s)</u>: Maximum two stories, or 40 feet, whichever is less.
  - (b) <u>Accessory building(s)</u>: Maximum one story, or 25 feet for accessory buildings.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.

3.12.4. Area regulations:

(a) <u>Size of lot:</u>

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- (1) Minimum lot area: 8,000 square feet.
- (2) Minimum lot width: 80 feet.
- (3) Minimum lot depth: 100 feet.
- (b) <u>Size of yards:</u>
  - (1) Minimum front yard: 25 feet; all yards adjacent to a street shall be considered a front yard. See section 5 for any additional setback requirements.
  - (2) Minimum side yard: 15 feet; 25 feet adjacent to a public street or residential lot.
  - (3) Minimum rear yard: 25 feet.
  - (4) Adjacent to a single-family district: Any commercial use that is located adjacent to (and not across the street from) any single-family zoning district shall be set back from the applicable residential district property line by 60 feet.
- (c) <u>Impervious cover:</u> 70 percent total, including main buildings and accessory buildings.
- (d) <u>Gross floor area for nonresidential structures:</u> The gross floor area for each building shall not exceed 50,000 square feet per building.

#### 3.12.5. Special Requirements:

- (a) <u>Outside display:</u> Outside display of merchandise and seasonal items, such as Christmas trees and pumpkins shall be limited to the following:
  - (1) Outside display areas shall not be placed or located more than 30 feet from the main building.
  - (2) Outside display areas shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property, except on a temporary basis only, which is a maximum of 30 days per display and a maximum of two displays per calendar year.
  - (3) Outside display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.
  - (4) Outside display areas shall not extend into public right-of-way or onto adjacent property.
  - (5) Outside display items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
- (b) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- (c) <u>Open storage</u>: Open storage is limited to a maximum of five percent of the total lot area, shall not be located in front of or on top of the building, shall not be located facing any street, and must be screened in accordance with the provisions of section 5. They cannot be visible from any public street or adjacent property.

- (d) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
- (e) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

## 3.13. Industrial district (I).

- 3.13.1. <u>Description</u>: The industrial district is intended primarily for the conduct of light manufacturing, assembling and fabrication, and for warehousing, research and development, wholesaling and service operations which do not typically depend upon frequent customer or client visits and may include employment centers for the local workforce.
- 3.13.2. <u>Permitted uses:</u> Those uses listed for the industrial district in the use charts as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- 3.13.3. Height regulations:
  - (a) <u>Main building(s)</u>: Maximum two stories, or 40 feet, whichever is less.
  - (b) <u>Accessory building(s)</u>: Maximum one story, or 25 feet for accessory buildings.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.
- 3.13.4. Area regulations:
  - (a) <u>Size of lot:</u>
    - (1) Minimum lot area: 20,000 square feet.
    - (2) Minimum lot width: 80 feet.
    - (3) Minimum lot depth: 100 feet.
  - (b) <u>Size of yards:</u>
    - (1) Minimum front yard: 60 feet; all yards adjacent to a street shall be considered a front yard. See section 5 for any additional setback requirements.
    - (2) Minimum side yard: 15 feet; 50 feet adjacent to a public street or residential lot.
    - (3) Minimum rear yard: 25 feet; 50 feet adjacent to a public street or residential lot.
    - (4) Adjacent to a single-family district: Any industrial use that is over one story in height and that is located adjacent to (and not across a right-of-way from) any single-family zoning district shall be set back from the applicable property line by 60 feet.
- 3.13.5. Impervious coverage: 70 percent total, including main buildings and accessory buildings.
- 3.13.6. <u>Gross floor area for nonresidential structures:</u> The gross floor area for each building shall not exceed 50,000 square feet per building. Owners seeking larger buildings or more impervious cover may request creation of a planned development district (PDD).
- 3.13.7. Special requirements:

- (a) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- (b) <u>Open storage</u>: Open storage shall not be located in front of or on top of the building, shall not be located facing any street, and must be screened in accordance with the provisions of section 5. They cannot be visible from any public street or adjacent property.
- (c) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.
- (d) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

## 3.14. Government/utility/institutional (GUI).

- 3.14.1. <u>Description</u>: The GUI, government/utility/institutional district is intended to provide for the siting of government buildings of the state, county, city or federal governments. It is also intended to provide classification for public utility installations, EMS stations, fire stations, health care facilities, schools and churches, without regard to public or private ownership. This zoning classification may, with city council approval, be applied to properties situated anywhere within the city limits.
- 3.14.2. <u>Permitted uses:</u> Those uses defined as public services, government facilities or schools and churches on the zoning use charts are authorized uses permitted by right.
- 3.14.3. Height regulations:
  - (a) <u>Main building(s)</u>: Maximum two and one-half stories, or 40 feet, whichever is less, for the main building or house.
  - (b) <u>Accessory building(s)</u>: Maximum 25 feet for other accessory buildings, including a detached garage.
  - (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations <u>including accessory dwelling unit regulations</u>.
  - (d) Accessory dwelling(s): Maximum two stories, or 30 feet, whichever is less.
- 3.14.4. Area regulations:
  - (a) <u>Size of lots:</u>
    - (1) Minimum lot area: 7,000 square feet.
    - (2) Minimum lot width: 70 feet.
    - (3) Minimum lot depth: 100 feet.
  - (b) <u>Size of yards:</u>
    - (1) Minimum front yard: Minimum 20 feet.

- (2) Minimum side yard: Minimum ten feet; or 20 feet from a property zoned SF-5 or more restrictive.
- (3) Minimum rear yard: Minimum 20 feet for the main building.
- (c) <u>Impervious cover:</u> 50 percent.

#### 3.14.5. Special requirements:

- (a) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site purposes.
- (b) <u>Open storage</u>: Open storage is prohibited unless permitted by conditional use permit.
- (c) Site plan approval shall be required for any nonresidential use (such as a school, church, child-care center, private recreation facility, etc.).
- (d) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.
- (e) Accessory dwelling: An accessory dwelling is allowed in this zoning district and may be a primary living space that is secondary to a primary nonresidential use so long as the use otherwise meets the definition of accessory dwelling.

### 3.15. Public recreation (PR).

- 3.15.1. <u>Description</u>: The PR, public recreation district is intended to provide for development of active recreational uses which are available to the general public, such as sports fields, concert pavilions, outdoor movie theaters, swimming pools, footrace and bicycle race tracks and assembly venues.
- 3.15.2. <u>Permitted uses:</u> Those uses listed for the PR district on the zoning use charts as "P" or "C" in appendix C [appendix E] are authorized uses permitted by right or conditionally permitted uses, respectively.

3.15.3. Height regulations:

- (a) <u>Main building(s)</u>: Maximum two and one-half stories, or 40 feet for the main building or house.
- (b) <u>Accessory building(s)</u>: Maximum 25 feet for other accessory buildings, including a detached garage or accessory dwelling units.
- (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.

3.15.4. Area regulations:

- (a) Size of lots:
  - (1) Minimum lot area: 8,000 square feet.
  - (2) Minimum lot width: 50 feet.

- (3) Minimum lot depth: 100 feet.
- (b) Size of yards:
  - (1) Minimum front yard: Minimum 20 feet.
  - (2) Minimum side yard: Minimum ten feet; 20 feet from a street right-of-way for a corner lot.
  - (3) Minimum rear yard: Minimum 20 feet for the main building.
- (c) <u>Impervious cover:</u> 50 percent.

#### 3.15.5. Special requirements:

- (a) <u>On-site dwellings:</u> Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (b) <u>Open storage</u>: Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
- (c) Facilities classified under PR, public recreation zoning may be owned by the city (public), private entities, or private community clubs and foundations. If owned by a private entity or community club or foundation, the owner shall present for city council approval a comprehensive maintenance and upkeep plan for the property.
- (d) <u>Swimming pools:</u> Swimming pools shall be constructed and enclosed in accordance with the city building code.
- (e) Site plan approval shall be required for any nonresidential use (such as a school, church, child-care center, private recreation facility, etc.).
- (f) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.

#### **3.16.** Public park or preserve (PP).

- 3.16.1. <u>Description</u>: The PP, public park or preserve district, is intended to provide for development of park facilities within the city of a passive nature for recreational and visitation. Certain properties assigned this zoning classification may provide family and group recreation actives, such as picnic grounds, refreshment kiosks, hiking trails, bicycle paths, small game facilities and children's recreation installations. Properties devoted to such uses shall be classified "Park" at the time of approval of the zoning.
- 3.16.2. Other properties may be designated for more passive uses, limited to hiking, nature trails, birding, and other low-impact activities. These properties shall be classified "Preserve" at the time of the approval of the zoning.

(Ordinance 1220.10, adopted 9/12/06)

3.16.3. <u>Permitted uses:</u> Those uses listed for the PP district on the zoning use charts as "P" are authorized uses permitted by right. In addition, park accessory uses are allowed as addressed in this section.

(a) <u>Park accessory uses:</u> Park accessory uses are those uses commonly associated with the use of public parks, operations, maintenance, and other support activities. These uses, as defined, shall be permitted by right. These uses shall include, but not limited to, community centers, senior centers, nature centers, dog off leash areas, parks and community services administration offices, playgrounds, camp sites, hike and bike trails, observatory, park maintenance workshop and storage facilities, community gardens, bird facilities, and other uses as approved by the city.

(Ordinance 2020-01, adopted 1/14/20)

#### 3.16.4. Height regulations:

- (a) <u>Main and accessory building(s)</u>: Maximum one story, or 18 feet for any service or maintenance building, subject to city approval of location of such structure.
- (b) Refer to section 5, Development Standards and Use Regulations for other regulations.

#### 3.16.5. Area regulations:

- (a) <u>Size of lots:</u>
  - (1) Minimum lot area: 5,000 square feet.
  - (2) Minimum lot width: N/A.
  - (3) Minimum lot depth: N/A.
- (b) <u>Size of yards:</u>
  - (1) Minimum front yard: N/A.
  - (2) Minimum side yard: N/A.
  - (3) Minimum rear yard: N/A.
- (c) <u>Impervious cover</u>: Three percent by main building and accessory buildings.

#### 3.16.6. Special requirements:

- (a) <u>On-site dwellings:</u> There shall be no on-site dwellings of any kind on property zoned PP.
- (b) <u>Open storage</u>: Open storage is prohibited.
- (c) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings, unless approved pursuant to a conditional use permit (CUP) following a recommendation by the parks and recreation commission after considering the following factors:
  - (1) Aesthetic quality.
  - (2) Necessity;
  - (3) Use of facility for sports equipment storage or a locker room; and
  - (4) Compliance with the federal Americans with Disabilities Act.

(Supp. No. 1)

## **3.17.** Conditional use permit (CUP).

- 3.17.1. <u>Description</u>: A conditional use is a land use that, because of its unique nature, is compatible with the permitted land uses in a given zoning district only under certain conditions. Such conditions include a determination that the external effects of the conditional use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of additional standards and conditions. This subsection sets forth the standards used to evaluate proposed conditional uses and the procedures for approving conditional use permit (CUP) applications.
- 3.17.2. <u>CUP required:</u> No conditional use shall be established and no building permit or certificate of occupancy (C.O.) may be issued for any use designated by this chapter as a conditional use within a zoning district until a conditional use permit is issued by the city. An application for a CUP shall be accompanied by a site plan prepared in the manner described in this chapter. The site plan shall illustrate the proposed use to be established, its relationship to adjoining properties, and how it meets the approval standards set forth in section 3.17.6.
- 3.17.3. <u>Status of conditionally permitted uses:</u> The following general rules apply to all conditional uses:
  - (a) The designation of a use in a zoning district as a conditional use does not constitute an authorization or assurance that such use will be approved.
  - (b) Approval of a CUP shall authorize only the particular use for which the specific CUP is issued.
  - (c) No use authorized by a CUP shall be enlarged, extended or relocated, nor may the number of dwelling units be increased, unless an application is made for approval of a new CUP in accordance with the procedures set forth in this section.
  - (d) Development of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the city code of Ordinances, or any permits required by regional, state and federal agencies.

3.17.4. Application for CUP:

- (a) <u>Application requirements:</u> An application for a CUP may be submitted by the property owner or by the property owner's designated representative to the city. The application shall be accompanied by a site plan prepared in accordance with the requirements of this chapter. If a zoning amendment is required or requested in writing, such application shall accompany the application for a CUP.
- (b) <u>Subdivision approval:</u> If the proposed use requires a division of land, an application for subdivision approval shall be submitted in conjunction with the application for a CUP. Approval of the CUP shall not become effective until final approval of the subdivision application; provided, that if the land is to be divided in phases, the approval of the CUP shall take effect upon final approval of the phase of the subdivision containing the property on which the conditional use is to be located.

#### 3.17.5. Procedures for CUPs:

- (a) <u>P&Z Recommendation</u>: Upon receipt of the recommendation from the city administrator, the P&Z shall conduct a public hearing in order to formulate its recommendations to the city council on the CUP application. Following the public hearing, the P&Z shall recommend approval, approval subject to modification, or denial of the proposal to the city council. If the appropriateness of the use cannot be assured at the location, the P&Z shall recommend denial of the application as being incompatible with existing uses or with other uses permitted by right in the district.
- (b) <u>City council action:</u> The city council shall be the final decision-maker on applications for CUPs. Following a public hearing, and in consideration of the P&Z's recommendations, the city council shall approve, modify or deny the proposal for a CUP. If the appropriateness of the use cannot be assured at the location, the application for CUP shall be denied as being incompatible with existing uses or with other uses permitted by right in the district.
- 3.17.6. <u>Standards:</u> Factors for consideration: When considering applications for a CUP, the P&Z and the city council shall evaluate the impact of the conditional use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Decisions shall be rendered on the basis of the site plan and other information submitted. The P&Z and the city council shall specifically consider the extent to which:
  - (a) The proposed use at the specified location is consistent with the policies embodied in the comprehensive plan;
  - (b) The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
  - (c) The proposed use meets all supplemental standards specifically applicable to the use, as established in the development standards, section 5;
  - (d) The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:
    - (1) Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;
    - (2) Off-street parking areas, loading areas, and pavement type;
    - (3) Refuse and service areas;
    - (4) Utilities with reference to location, availability, and compatibility;
    - (5) Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;

- (6) Control of signs, if any;
- (7) Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
- (8) Required yards and open space;
- (9) Height and bulk of structures;
- (10) Hours of operation;
- (11) Exterior construction material, building design, and building facade treatment;
- (12) Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and
- (13) Provision for pedestrian access/amenities/areas;
- (e) The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,
- (f) Noise;
- (g) Odors; and
- (h) Dust.
- 3.17.7. <u>Conditions:</u> In approving the application, the P&Z may recommend and the city council may impose such conditions as are reasonably necessary to assure compliance with these standards and the purpose and intent of this section. Any conditions imposed shall be set forth in the motion approving the conditional use, and shall be incorporated into or noted on the site plan for final approval. The city administrator shall verify that the site plan incorporates all conditions set forth in the conditional use, and shall sign the plan to indicate final approval. The city shall maintain a record of such approved conditional uses and the site plans and conditions attached thereto.
- 3.17.8. <u>Prohibition on waivers and special exceptions:</u> Conditions imposed upon a particular CUP shall not be waived by the board of adjustment. In conformity with the authority of the city council to authorize conditional uses, the city council may waive or modify specific standards otherwise made applicable to the use by this chapter, to secure the general objectives of this section, provided.
- 3.17.9. <u>Expiration, extension and termination</u>: The expiration, extension and termination of a CUP shall be governed by the following rules:
  - (a) A CUP may be approved for a term not to exceed two years.
  - (b) CUPs for existing uses and/or structures shall automatically renew for successive two year periods unless an objection is raised by the city administrator based on either:
    - (1) A history of poor code compliance; or
    - (2) A revision to the comprehensive plan that renders the CUP incompatible.

- (c) CUPs for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and occupation commenced within two years of the date the CUP was approved.
- (d) <u>Extension of CUP</u>: If a CUP expires, or if the requisites of subsection (c) above are not met, two extensions of six months each in length may be granted, unless otherwise specified by ordinance. If no request for extension of a CUP is submitted, then the CUP shall be null and void.
- (e) <u>Determination of extension</u>: In determining whether to grant a request for extension of a CUP, the city council shall take into account the following factors:
  - (1) Reasons for the lapse;
  - (2) Ability of the property owner to comply with any conditions attached to the original approval;
  - (3) Extent to which development regulations would apply to the plan at that point in time;
  - (4) History of code compliance at the premises;
  - (5) Consistency of the CUP with the current comprehensive plan.

The city council shall either extend the CUP or deny the request, in which instance the originally approved CUP shall be deemed null and void. The property owner may thereafter submit a new plan application for rezoning or a CUP, and shall conform to the regulations then in effect.

<u>Revocation:</u> The city administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

- 3.17.10. <u>Amendment:</u> No proposed or existing building, premise or land use authorized as a conditional use may be established, enlarged, modified, structurally altered, or otherwise changed from that approved in the conditional use permit, unless such amendment is authorized in accordance with the standards and procedures set forth in this section, and the CUP and approved site plan are amended accordingly.
- 3.17.11. <u>Other regulations:</u> The BOA shall not have jurisdiction to hear, review, reverse, or modify any decision, determination, or ruling with respect to the specific land use designated by any CUP.
- 3.17.12. <u>Use regulations:</u> Uses allowed by CUP are specified in appendix C [appendix E] (Use Charts).
- 3.17.13. <u>Transferability:</u> A CUP is issued to a specific person or entity, and as such is nontransferable. A CUP is personal to a particular applicant. It does not run with the land. Subsequent purchasers or tenants seeking to continue the conditional use on the premises may apply for a new CUP.
- 3.17.14. <u>Ag Ed Short Form CUP approval:</u>

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- (a) The city council seeks to promote youth education programs, particularly those furthering activities related to farming, ranching, and animal husbandry.
- (b) The city council finds that FFA and 4-H Club programs are vital educational opportunities for the city's youth and an important link to the city's rural way of life.
- (c) The city council has determined that the typical standards for receipt of a conditional use permit for domestic farm animals can be unduly burdensome for participants in FFA and 4-H programs; and
- (d) The process for application and receipt of a CUP for domestic farm animals shall be abbreviated for educational agricultural programs:
  - (1) <u>Definitions:</u> Agricultural educational programs ("Ag Ed Programs") shall mean any activity organized by an accredited school system or nonprofit organization serving children. Examples of Ag Ed Programs include the Future Farmers of America (FFA) and the 4-H Club.
  - (2) <u>Qualified applicant</u>: Only primary or secondary school students enrolled in an, or members of, an Ag Ed Program are qualified to apply for Ag Ed Short Form approval for a CUP. To be qualified, an applicant must be precluded from boarding the applicant's livestock at the school's facility.
  - (3) <u>Applications:</u> Applicants for Educational Short Form Approval of a CUP for Domestic Farm Animals shall include written verification from the Ag Ed Program. The verification must be on letterhead signed by an adult supervisor of the Ag Ed Program. The verification must also attest to the fact that the livestock school's facility is full and lacks the capacity to accommodate the applicant's animal. Both the applicant's parental guardian and the owner of the property subject to the CUP must submit a letter with the application accepting financial responsibility and legal liability for the animal.
  - (4) <u>Approvals:</u> CUP applications submitted to the city by qualified applicants shall be reviewed by the city administrator.
  - (5) <u>Fees:</u> Qualified applicants are exempt from payment of any administrative fees otherwise assessed for CUPs.
  - (6) <u>Appeals</u>: Decisions of the city administrator may be appealed to the BOA. Petitions for appeal must be submitted to the city in writing within 20 days of the administrator's decision.
  - (7) <u>Duration:</u> A CUP granted through the Ag Ed Short Form process provided by this section shall expire seven months after issuance. The city administrator shall have the authority to extend the SUP [CUP] for an additional period of two months upon receipt by the city of a written application for an extension by a qualified applicant.
- 3.17.15. <u>Custom cabinet and woodworking:</u>

- (a) The city council recognizes the value of artisanship and workmanship that is incorporated into architectural woodworking.
- (b) The city council seeks to ensure that potential adverse externalities generated by commercial woodworking are limited and mitigated so not to cause public health problems or negatively impact neighboring properties.
- (c) Applications for a CUP for a custom cabinet and woodworking shop must include written verification that the entity is sufficiently constructed and equipped to prevent the off-site migration of the following nuisances:
  - (1) Noise;
  - (2) Dust;
  - (3) Debris; and
  - (4) Odors.
- (d) All outdoor storage must be fenced and screened from view from public roadways.
- 3.17.16. <u>Manufactured housing:</u> In addition to the requirements of subsections 3.17 and 3.18 of this chapter applications for a CUP for HUD-Code manufactured housing community must comply with the city's manufactured housing ordinance.
- 3.17.17. <u>Private gaming club:</u>
  - (a) The city council finds that this conditional use is generally permissible in the approved districts, but the city council seeks to ensure that potential adverse effects generated by recreational activities are responsibly managed and minimized.
  - (b) In addition to meeting the standards for a conditional use permit established in this section, the applicant for a private gaming club conditional use permit must also demonstrate:
    - (1) The private gaming club shall operate no later than 10:00 p.m. on weekdays and 11:00 p.m. on weekends;
    - (2) The private gaming club shall be sufficiently constructed to prevent the off-site migration of noise; and
    - (3) The private gaming club shall not be a "gambling place" nor shall any "gambling" be conducted on the premises as both are defined by chapter 47 of the Texas Penal Code.

(Ordinance 1220.10, adopted 9/12/06; Ordinance 1350.02, § 2, adopted 3/9/10; Ordinance 1220.97, adopted 10/14/14; Ordinance 2019-41, adopted 11/12/19; Ordinance 2020-01, adopted 1/14/20)

## **3.18. Manufactured housing (MH).**

- 3.18.1. <u>Description:</u> The MH, manufactured housing district is intended to provide for singlefamily residential development in accordance with the manufactured housing ordinance.
- 3.18.2. <u>Permitted uses:</u> Those uses listed for the MH district or any less intense residential district on the zoning use charts as "P" or "C" in Appendix C are authorized uses permitted by right or conditionally permitted uses, respectively.

3.18.3. Height regulations:

- (a) <u>Main building(s)</u>: Maximum one story, or 20 feet for the main building or house, whichever is less.
- (b) <u>Accessory building(s):</u> Maximum 20 feet for other accessory buildings, including a detached garage or accessory dwelling units.
- (c) <u>Other:</u> Refer to section 5, Development Standards and Use Regulations for other regulations.

3.18.4. Area regulations:

- (a) Size of lots:
  - (1) Minimum lot area: 10,000 square feet for lots with public sanitary sewer; 0.75 acres with OSSF.
  - (2) Minimum lot width: 70 feet.
  - (3) Minimum lot depth: 100 feet.
- (b) <u>Size of yards:</u>
  - (1) Minimum front yard: Minimum 20 feet.
  - (2) Minimum side yard: Minimum 15 feet on each side.
  - (3) Minimum rear yard: Minimum 20 feet for the main building.
- (c) <u>Impervious cover:</u> 50 percent.

3.18.5. Special requirements:

- (a) <u>On-site dwellings:</u> Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling purposes. For definitions of these terms, look to the manufactured housing ordinance.
- (b) <u>Open storage</u>: Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
- (c) <u>Swimming pools</u>: Swimming pools shall be constructed and enclosed in accordance with the city building code.
- (d) Site plan approval shall be required for any nonresidential use (such as a school, church, childcare center, private recreation facility, etc.).

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- (e) <u>Other regulations:</u> Refer to section 5, Development Standards and Use Regulations.
- (f) <u>Temporary facilities:</u> There shall be no permanent use of temporary facilities or buildings.

## 5.6. Parking based on use.

In all districts, there shall be provided at the time any building or structure is erected or structurally altered, or change of use, off-street parking spaces in accordance with the following requirements:

- 5.6.1. <u>Residential:</u>
  - (a) <u>Single-family residential including SF-1, SF-2, SF-3 and SF-4:</u> Two per dwelling unit.
  - (b) <u>Single-family attached residential—Town home including SF-5:</u> Two per dwelling unit. All off- street parking in this district shall not face a public street; nor shall garages or spaces be permitted in any street yard.
  - (c) <u>Accessory Dwelling Unit: One per accessory</u>

## dwelling unit.

- (d) <u>Multifamily residential:</u>
  - (1) Efficiency: One space.
  - (2) One bedroom: One and one-half spaces.
  - (3) Two bedrooms: Two spaces.
  - (4) Two + bedrooms: Two and one-half spaces.

Plus an added five percent of the total number of required spaces for the development.

## 5.6.2. <u>Commercial:</u>

- (1) Automobile parts sales (indoors): One space per 500 square feet of indoor floor area plus one space for each 2,000 square feet of outside sales area.
- (2) Automobile sales or service: See motor vehicle sales.
- (3) Bank, savings and loan, or similar institution: One space per 200 square feet of gross floor area in addition to required stacking spaces.
- (4) Bed and breakfast facility: One space per guest room in addition to the requirements for a normal residential use.
- (5) Bowling alley or center: Six parking spaces for each alley or lane.
- (6) Bus or truck repair, storage area, or garage: One space for each 500 square feet of floor area and repair garage with a minimum of five spaces.
- (7) Business or professional office (general): One space per 300 square feet of gross floor area except as otherwise specified herein.

- (8) Carwash (self-serve): One space per washing bay or stall in addition to the washing areas/stalls themselves and required stacking spaces; Carwash (full service): One space per 150 square feet of floor area in addition to the required stacking spaces.
- (9) Church, rectory, or other place of worship: One parking space for each three seats in the main auditorium/sanctuary.
- (10) College or university: One space per three day students (based upon maximum occupancy and/or enrollment numbers).
- (11) Commercial amusement (indoor): One space per 100 square feet of gross floor area, or as follows:
  - (a) Racquetball or handball courts: Three spaces for each court.
  - (b) Indoor tennis courts: Six spaces for each court.
  - (c) Gymnasium, skating rinks, and martial arts schools: One space for each three seats at a maximum seating capacity (based upon maximum occupancy), plus one space for each 200 square feet.
  - (d) Swimming pool: One space for each 100 square feet of gross water surface and deck area.
  - (e) Weight lifting or exercise areas: One space for each 100 square feet.
  - (f) Indoor jogging or running tracks: One space for each 100 linear feet.
  - (g) Motion picture theaters (which do not include live performances): a) one space per three and one-half seats for single-screen theaters; b) one space per five seats for motion picture theaters with two or more screens.
  - (h) Amusement center: One space for each game table and one space for each amusement device.
  - (i) All areas for subsidiary uses not listed above or in other parts of this [sic]
  - (j) Section (such as restaurants, office, etc.), shall be calculated in [accordance] with the minimum specified for those individual uses.
- (12) Commercial amusement (outdoor): Ten spaces plus one space for each 500 square feet over 5,000 square feet of building and recreational area.
- (13) Commercial use: One space per 250 square feet of floor area.
- (14) Community center, library, museum or art gallery: Ten parking spaces plus one additional space for each 300 square feet of floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of one space for each four seats that it contains.
- (15) Convenience store (with gasoline pumps): One space per 200 square feet of floor area, plus one space for each gasoline pump unit (a unit may have up to six nozzles for gasoline disbursement). Spaces within pump areas qualify as spaces for the parking requirement. If no gasoline sales are provided, then the parking requirements shall be the same as for a retail store. Adequate space shall be

provided for waiting, stacking, and maneuvering automobiles for refueling.

- (16) Dance/aerobics studio, or assembly/exhibition hall without fixed seats: One parking space for each 100 square feet of floor area.
- (17) Day nursery: One space per ten pupils (based upon maximum occupancy and/or licensing capacity), plus one space per teacher, plus one space for each bus or van.
- (18) Defensive driving school/class: One space for each classroom seat.
- (19) Fraternity, sorority or dormitory: One parking space for each two beds on campus, and one and one-half spaces for each two beds in off-campus projects.
- (20) Furniture or appliance store, hardware store, wholesale establishments, clothing or shoe repair or service: Two parking spaces plus one additional parking space for each 300 square feet of floor area over 1,000 square feet.
- (21) Gasoline station: One space per 200 square feet of floor area, plus one space for each gasoline pump unit (a unit may have up to six nozzles for gasoline disbursement). Spaces within pump areas qualify as spaces for the parking requirement. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling.
- (22) Golf course: Four parking spaces per hole or green plus requirements for retail, office, and clubhouse areas and one space per each two employees.
- (23) Golf driving range: One and one-half spaces for each driving tee.
- (24) Health club, health spa or exercise club: One space per 150 square feet of floor area.
- (25) Hospital: One space for each two beds or examination room, whichever is applicable; plus one space for every two employees during periods of full occupancy.
- (26) Hotel or motel: One space per room plus one space per five restaurant/lounge area seats (based upon maximum occupancy), plus one space per 125 square feet of meeting/conference areas.
  - (a) One and one-half spaces per room which contains kitchenette facilities, plus parking for restaurant and meeting areas per ratio stated in this paragraph.
  - (b) Two spaces per guest room provided with full kitchen facilities plus parking for restaurant and meeting areas per the ratio stated in this paragraph.
  - (c) One space for every two employees during peak (i.e., busiest) time periods when the hotel/motel is fully occupied.
- (27) Industrial (light) uses: One space for each 1,000 square feet of floor area.
- (28) Institutions of a philanthropic nature: Ten spaces plus one space for each employee.
- (29) Learning center with one parking space for each 100 square feet of floor area.
- (30) Library or museum: Ten spaces plus one space for every 300 square feet.

- (31) Lodge or fraternal organization: One space per 200 square feet.
- (32) Lumber yard/home improvement center: One space per 400 square feet display area, plus one space per 1,000 square feet of warehouse.
- (33) Machinery or heavy equipment sales: One space per 500 square feet of gross floor area.
- (34) Mobile home/mobile home park: Two spaces for each mobile home unit, plus visitor/supplemental parking in accordance with subsection (See also manufactured home ordinance), plus additional spaces as required herein for accessory uses.
- (35) Manufacturing, processing or repairing: One space for each two employees or one space for each 1,000 square feet of total floor area, whichever is greater.
- (36) Medical or dental office: One space per 200 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.
- (37) Mini-warehouse: Four spaces per establishment plus one additional space per 10,000 square feet of storage area.
- (38) Mortuary or funeral home: One parking space for each 200 square feet of floor space in slumber rooms, parlors or individual funeral service rooms, or one space for each three seats in the auditorium/sanctuary, whichever is greater. Adequate on-site stacking spaces shall also be provided for the organization and forming of processions such that these activities do not cause excessive or extended traffic congestion/delays on a public roadway.
- (39) Motor vehicle sales and new or used car lots: One parking space for each 500 square feet of sales floor/office and other indoor uses, plus one parking space for each 1,000 square feet of exterior lot area used for storage, sales and parking areas, plus one parking space per repair bay in service areas (indoors or outdoors), plus one parking space per service/towing vehicle to be stored on-site.
- (40) Nursing home, convalescent home, or home for the aged: One space per six beds; plus one parking space for each 300 square feet of floor area devoted to offices, cafeterias, exercise/therapeutic rooms, and other similar ancillary uses; plus one space for every two employees at full occupancy.
- (41) Office (administrative or professional): One space for each 300 square feet of floor area.
- (42) Outdoor display: One space for each 600 square feet of open sales/display area.
- (43) Places of public assembly not listed: One space for each three seats provided.
- (44) Real estate office: One space for each 200 square feet.
- (45) Restaurant, private club, nightclub, cafe or similar recreation or amusement establishment: One parking space for each 100 square feet of seating/waiting area, or one space for every three seats under maximum seating arrangement (i.e., occupancy), whichever is greater; required parking spaces are in addition to any stacking spaces that may be required for drive-through facilities.
- (46) Retail or personal service establishment, except as otherwise specified herein:

One space per 200 square feet of gross floor area in addition to any required stacking spaces for drive-through facilities.

- (47) Retirement housing for the elderly (independent living): One and one-half spaces for each dwelling unit, plus any additional spaces for accessory retail, office, service or recreational uses as defined for those uses.
- (48) Rooming or boarding house: One parking space for each sleeping room, plus one parking space for each host resident or employee during maximum (i.e., peak) shift.
- (49) Sanitarium or similar institution: One parking space for each six beds, plus one parking space for every two employees at maximum (i.e., peak) shift and full occupancy.
- (50) School, elementary (grades K—6): One parking space for each 15 students (design capacity).
- (51) School, secondary or middle (grades 7—8): One parking space for each 12 students (design capacity).
- (52) School, high school (grades 9—12): One space for each three students, faculty and staff (design capacity).
- (53) Storage or warehousing: One space for each two employees or one space for each 1,000 square feet of total floor area, whichever is greater.
- (54) Telemarketing: One space for each 250 square feet of space.
- (55) Theater, indoor or outdoor (live performances), sports arena, stadium, gymnasium or auditorium (except school auditorium): One parking space for each three seats or bench seating spaces (see section 5.1.7.B [5.7.2]).
- (56) Truck stops: One truck parking space for each 10,000 square feet of site area plus one vehicle parking space per 200 square feet of building area.
- (57) Veterinarian clinic: One space per 300 square feet of gross floor space.
- (58) Warehouse or wholesale type uses: One space for 5,000 square feet of gross floor area.
- 5.6.3. <u>Mercer Street Historic District parking:</u>
  - (1) <u>Fee-in-lieu of parking spaces:</u>
    - (a) Within the Mercer Street Historic District, (as delineated within chapter 30, Zoning, exhibit a, zoning ordinance, section 4, Overlay Districts, division 3, Historic Overlay Districts), a property owner who is unable to provide the required number of parking spaces for a non- residential uses may request to pay a fee in-lieu to the City of Dripping Springs Downtown Parking Fund for each parking space that is not provided, if the request for reduced parking meets the criteria contained herein. Payments to the fund will be on a per unprovided parking space basis as set out in appendix A, fee schedule, of the city's Code of Ordinances. Payments to the downtown parking fund will be used for the sole purpose of constructing, maintaining, and improving public parking on public property within the Mercer Street

Historic District, or in an area adjacent to the Mercer Street Historic District, including but not limited to on-street parking, public parking lots, and public parking garages.

- (b) When an existing building is: (1) converted to another use; or (2) has the gross floor area within the existing building perimeter enlarged, rehabilitated, or remodeled, without enlarging the building perimeter/footprint/gross floor area, then the building conversion or improvement shall not require additional off-street parking, so long as the existing off-street parking spaces utilized by said building are maintained.
- (c) For new commercial/retail buildings or expanded building gross floor area within the Mercer Street Historic District boundary, the expanded building area shall provide 75 percent of the off-street parking requirements as listed in the parking based on use within the zoning ordinance. An expansion of a patio to allow for additional outdoor seating shall not constitute an increase in gross floor area, or as expanding the footprint of the existing structure, and shall not be required to provide additional parking.
- (d) If a structure is completely demolished, and where a new building is constructed, then the property owner shall only be required to provide additional parking for the increase in overall gross floor area created by the new construction.
- (e) Where additional parking is required, then the applicant/property owner shall provide a detailed plan demonstrating how the site meets the city's parking standards, as amended herein for the Mercer Street Historic District, or pay the fee-in-lieu, as adopted in accordance with appendix A, fee schedule, for the necessary number of parking spaces to serve the site. The fee is required to be paid prior to site plan approval, or prior to certificate of occupancy issuance, whichever comes first.
- (f) Residential and hotel type uses shall not be eligible to pay the fee-in-lieu, nor are they allowed the reduced off-street parking requirements unless the city administrator approves the fee-in-lieu based on the site and requested use. The city administrator may require a parking study, engineering studies, or other applicable information in order to determine whether the fee-in-lieu should be approved prior to approving the applicants request for fee- in-lieu for residential/hotel type uses.
- (g) With the exception of approved special exceptions related to the location of parking described in section 5.7.8 below, no new parking special exceptions, alternative parking plans, or joint-use agreements shall be granted within the Mercer Street Historic District, all properties shall comply with the amended parking requirements found herein, either by providing the required number of spaces, paying the fee-in-lieu as outlined in appendix A, fee schedule, or a combination of the two. Nothing in this subsection shall affect existing parking special exceptions, alternative parking plans, or joint-use agreements.
- (h) Any parking special exceptions, alternative parking plans, or joint-use

agreements that were approved prior to the adoption of this ordinance shall be required to comply with all requirements set forth by the Board of Adjustment or other body at the time the request was approved.



#### To: Mayor Bill Foulds, Jr. and City Council, City of Dripping Springs

From: Shawn Cox, Finance Director/City Treasurer

Date: April 5, 2022

**RE:** FY 2022 Proposed Budget Amendment #5

#### **General Fund:**

#### **Expenditures:**

- Software Purchase, Agreements and Licenses has been increased by <u>\$18,746.00</u> (From \$165,142.00 to \$183,888.00)
  - The additional funding is being requested for the purchase of Tyler Technologies Court Software. This request was presented to Council to be paid using Coronavirus Local Fiscal Recovery Funds (CLFRF).
- Fleet Maintenance expenditures have been increased by **<u>\$10,000.00</u>** (From \$18,800.00 to \$28,800.00)
  - In addition to fleet maintenance, fuel costs are included in this line item. This additional funding is being requested to cover anticipated fuel costs for the remainder of the year. Originally, \$9,600.00 was budgeted for fuel. Through March, we have reached the amount budgeted.
- Public Relations expenditures have been increased by **\$1,500.00** (From \$7,488.00 to \$8,988.00)
  - This additional funding will be utilized to purchase additional promotional items such as t-shirts & other branded items. This request was presented to Council to be paid using Coronavirus Local Fiscal Recovery Funds (CLFRF).
- TXF to DSRP expenditures have been increased by **<u>\$103,000.00</u>** (From \$75,000.00 to \$178,000.00)
  - This additional funding is being transferred to the DSRP to cover construction costs overages related Phase I of the drainage project. This request was presented to Council to be paid using Coronavirus Local Fiscal Recovery Funds (CLFRF).
- TXF to WWU expenditures have been added in the amount of **\$155,721.00** 
  - Of the total being transferred, \$117,500.00 will be utilized for repair and recoating of the manholes on the Wastewater Line A. Additionally, \$34,221.00 will be utilized for the purchases of Tyler Technology's Utility Billing Software and \$4,000.00 will be utilized setting up Utility Billing operations. This request was presented to Council to be paid using Coronavirus Local Fiscal Recovery Funds (CLFRF).
- TXF to Founders Day expenditures have been added in the amount of <u>\$13,000.00</u>
  - This transfer is being added to provide additional funding for Founders Day security. The transfer is utilizing CLFRF funds which were considered to be lost revenues.

## Founders Day – General Fund:

#### **Revenues:**

- TXF from General Fund revenues have been added in the amount of **\$13,000.00** 
  - This transfer is being added to provide additional funding for Founders Day security.

#### Expenditures:

- Security expenditures have increased by <u>\$13,000.00</u> (From \$20,000.00 to \$33,000.00)
  - This increase is due to additional security being added for the Founders Day events. In addition to security
    provided by Hays County officers (which the event pays for) private security is being provided to ensure
    coverage for the event, which is expected to generate larger crowds.

#### **Dripping Springs Farmers Market:**

#### **Revenues:**

- Balance Forward has been increased by **<u>\$35,938.20</u>** (From \$21,835.14 to \$57,773.34)
  - This increase represents the actual fund balance at the end of September 2021. The full amount is being shown as a balance forward due to the removal of the Capital Fund which was to be used for the construction of a pavilion but is not currently needed.
- FM Sponsor revenues have been increased by **<u>\$4,000.00</u>** (From \$1,000.00 to \$5,000.00)
  - o This increase is due to sponsorships received for the purchase of Farmers Market promotional bags.
- Applications revenues have been decreased by **<u>\$1,650.00</u>** (From \$2,650.00 to \$1,000.00)
  - Recently approved fee changes have provided for the collection of Membership Fees. These fees
    historically would have been considered Application Fees. Application fees will now be collected for new
    applications only. Previously approved applicants will now pay the Membership Fee.
- Membership Fee revenues have been added in the amount of \$1,650.00
  - Recently approved fee changes have provided for the collection of Membership Fees. These fees historically would have been considered Application Fees. Application fees will now be collected for new applications only. Previously approved applicants will now pay the Membership Fee.
- Market Event/Merch. revenues have been increased by **<u>\$500.00</u>** (From \$500.00 to \$1,000.00)
  - The Farmers Market promotional bags will be sold at the market. The additional revenues represent the inclusion of this new merchandise item.

#### **Expenditures:**

- Supplies Expense expenditures have increased by **<u>\$3,445.00</u>** (From \$400.00 to \$3,845.00)
  - This increase is due to the purchase of the Farmers Market promotional bags. This expenditure was covered though sponsorships provided to the Farmers Market. The bags were provided to visitors to the Market at its new location. The remaining bags will be available to purchase.

### **Revenues:**

- Sponsorships and Donations have been decreased by **<u>\$84,000.00</u>** (From \$136,275.00 to \$52,275.00)
  - This reduction is being made to break out specific events which have historically been included under Sponsorships and Donations. This specific reduction is for the Riding Series, which will receive its own revenue line item under General Programing and Events.
- General Program and Events revenues have been decreased by \$84,275.00 (From \$84,275.00 to \$0.00)
  - This reduction is being made to break out specific events which have historically been included under General Program and Events. The two items previously budgeted in this line item (Coyote Camp & Misc. Events) will receive their own individual line items.
- Riding Series Revenues have been added in the amount of **<u>\$84,000.00</u>** 
  - These revenues had previously been included in the Sponsorships and Donations line item. Creating this individual line item will allow for better tracking of program revenues.
- Coyote Camp Revenues have been added in the amount of **\$74,925.00** 
  - These revenues had previously been included in the General Program and Events line item. Creating this individual line item will allow for better tracking of program revenues.
- Misc. Events Revenues have been added in the amount of **\$9,350.00** 
  - These revenues had previously been included in the General Program and Events line item. Creating this individual line item will allow for better tracking of program revenues.
- TXF from HOT has been increased by **<u>\$67,200.00</u>** (From \$268,501.87 to \$335,701.87)
  - Included in this total is \$62,200.00 for the Phase I Drainage project and ADA compliant parking at the event center of which \$30,000.00 for the base bid of the draining project and \$32,200.00 for the ADA compliant parking. The ADA parking was included as an add alternate in the Phase I Drainage Project. An additional \$5,000.00 is being requested to provide additional advertising for the upcoming rodeo at the DSRP.
- TXF from HOT have been added in the amount of **<u>\$47,800.00</u>** 
  - These revenues were originally expected to be utilized in FY 2021 for the striping of the event center parking lot. That project was not started in FY 2021 and was included as a part of the Phase I Drainage Project. Originally the budget was \$50,000.00, however \$2,200.00 was utilized for engineering for the project in FY 2021.
- TXF from General Fund revenues has been increased by **<u>\$103,000.00</u>** (From \$75,000.00 to \$178,000.00)
  - This additional funding is being included to cover construction costs overages related Phase I of the drainage project. This request was presented to Council to be paid using Coronavirus Local Fiscal Recovery Funds (CLFRF).

## **Expenditures:**

- Co-Sponsored Events has been decreased by <u>\$29,750.00</u> (From \$34,800.00 to \$5,050.00)
  - Similar to the revenue line items which were split out, this expenditure line item is being separated to allow for better tracking of event costs. Specifically, \$2,050.00 for Sponsorship Expenditures, \$32,000.00 for the Riding Series, and \$700.00 were split out into separate line items. Remaining is \$50.00 for event expenses and an additional \$5,000.00 which is being requested from HOT Funds for the advertising of the Rodeo.
- Sponsorship Expenses have been added in the amount of \$2,050.00
  - These are expenses related to events which have been sponsored, specifically costs associated with banners and advertising of sponsors at events.
- Programing Expenses have been decreased by **\$13,950.00** (From \$13,950.00 to \$0.00)
  - This reduction is being made to break out specific events which have historically been included under Programing Expenses. The items previously budgeted in this line item (Coyote Camp. Horsemanship/Pony Club Clinics, & Misc. Programing) will receive their own individual line items.
- Riding Series expenditures have been added in the amount of \$32,000.00
  - These expenditures had previously been included in the Co-Sponsored Events line item. Creating this individual line item will allow for better tracking of program revenues.
- Coyote Camp expenditures have been added in the amount of **\$8,250.00** 
  - These expenditures had previously been included in the Program Expenses line item. Creating this individual line item will allow for better tracking of program revenues.
- Misc. Events/Program expenditures have been added in the amount of \$6,400.00
  - These expenditures had previously been included in the co-Sponsored Events (\$700.00 for Spring/Fall Events) and Program Expenses (\$3,200.00 for Horsemanship Clinic & \$2,500.00 for Misc. Programing) line item. Creating this individual line item will allow for better tracking of program revenues.
- Improvement expenditures have increased by **<u>\$165,200.00</u>** (From \$151,500.00 to \$316,700.00)
  - This increase is due to the increased construction costs for the Phase I Drainage Project (\$133,000.00) and the addition of \$32,200.00 to provide for additional ADA parking necessary at the Event Center. \$103,000.00 is being funded CLFRF funds claimed as lost revenues as was presented to Council on March 15<sup>th</sup>. The remaining \$62,200.00 is being transferred from HOT Funds.
- RV/Parking Lot expenditures have been added in the amount of **<u>\$47,800.00</u>** 
  - This project was expected to be completed in FY 2021 but was instead rolled into the Phase I Drainage Project. The funding is being carried over from HOT Funds. Of the original \$50,000.00 budgeted, \$2,200.00 was spent last year on engineering and design.

## Hotel Occupancy Tax Fund:

#### **Revenues:**

- Balance Fwd has been increased by <u>\$47,800.00</u> (From \$134,311.87 to \$182,111.87)
  - This additional \$47,000.00 is due to the carrying forward of the DSRP Parking Lot project which was not completed in FY 2021. Of the original \$50,000.00 budgeted, \$2,200.00 was spent last year on engineering and design.
- Hotel Occupancy Tax revenues been increased by **<u>\$100,000.00</u>** (From \$500,000 to \$600,000.00)
  - Through the first half of FY 2022, \$479,036.54 of the budget \$500,000.00 has been collected. There are still two (2) more quarters of payments to be made this fiscal year. Based on current collections, it is anticipated that at least \$100,000.00 in additional HOT Revenues will be collected this fiscal year.

### Expenditures:

- RV/Parking Lot expenditures have been added in the amount of **<u>\$47,800.00</u>** 
  - This project was expected to be completed in FY 2021 but was instead rolled into the Phase I Drainage Project. The funding is being carried over from HOT Funds. Of the original \$50,000.00 budgeted, \$2,200.00 was spent last year on engineering and design.
- TXF to Event Center has been increased by <u>\$67,200.00</u> (From \$268,501.87 to \$335,701.87)
  - Included in the total is \$30,000.00 for the base bid of the draining project and \$32,200.00 for the ADA compliant parking. The ADA parking was included as an add alternate in the Phase I Drainage Project. An additional \$5,000.00 is being requested to provide additional advertising for the upcoming rodeo at the DSRP.

#### Wastewater Utility Fund:

#### **Revenues:**

- TXF from General Fund revenues have been added in the amount of **<u>\$155,721.00</u>** 
  - This transfer from the General Fund is CLFRF funds utilized as lost revenues. The additional revenue will be utilized to fund Utility Billing software, the setup of a Utility Billing Division, and manhole repairs.

#### **Expenditures:**

- Software expenditures have been added in the amount of **\$34,221.00** 
  - This funding is being included to purchase Tyler Technology's Utility Billing Software. This request was
    presented to Council to be paid using Coronavirus Local Fiscal Recovery Funds (CLFRF) which were
    considered to be lost revenues.
- 2<sup>nd</sup> Amendment to CIP 1881-001 expenditures have been increased by **<u>\$4,500.00</u>** (From \$12,500.00 to \$17,000.00)
  - This increase is being proposed to cover additional costs associated with updating the Wastewater Capital Improvement Plan (CIP).
- System Maintenance and Repair expenditures have increased by **<u>\$117,500.00</u>** (From \$20,000.00 to \$137,500.00)
  - This increase will be utilized for repair and recoating of the manholes on the Wastewater Line A. This request was presented to Council to be paid using Coronavirus Local Fiscal Recovery Funds (CLFRF) which were considered to be lost revenues.

- Other Expense expenditures have increased by **<u>\$4,000.00</u>** (From \$52,000.00 to \$56,000.00)
  - This increase will be utilized setting up Utility Billing operations. This request was presented to Council to be paid using Coronavirus Local Fiscal Recovery Funds (CLFRF) which were considered to be lost revenues.

#### **CITY OF DRIPPING SPRINGS**

#### ORDINANCE NO. 2022-\_\_\_\_

#### **BUDGET AMENDMENT**

## AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2021-2022 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

- WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to amend and otherwise modify the City's budget for Fiscal Year 2021-2022; and
- WHEREAS, the City has had a need to adjust line items in the General, Founders Day, Dripping Springs Farmers Market; Dripping Springs Ranch Park, Hotel Occupancy Tax, and Wastewater Utility Funds; and
- WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and
- WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the city and is necessary or proper for carrying out a power granted by law to the City; and
- **WHEREAS**, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and
- WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

## 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs' budget for Fiscal Year 2021-2022 shall

read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

### 2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2021-2022 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

#### **General Fund:**

#### **Expenditures:**

- Software Purchase, Agreements and Licenses has been increased by <u>\$18,746.00</u> (From \$165,142.00 to \$183,888.00)
- Fleet Maintenance expenditures have been increased by <u>\$10,000.00</u> (From \$18,800.00 to \$28,800.00)
- Public Relations expenditures have been increased by <u>\$1,500.00</u> (From \$7,488.00 to \$8,988.00)
- TXF to DSRP expenditures have been increased by <u>\$103,000.00</u> (From \$75,000.00 to \$178,000.00)
- TXF to WWU expenditures have been added in the amount of \$155,721.00
- TXF to Founders Day expenditures have been added in the amount of \$13,000.00

#### **Founders Day – General Fund:**

#### **Revenues:**

- TXF from General Fund revenues have been added in the amount of \$13,000.00

### **Expenditures:**

- Security expenditures have increased by **<u>\$13,000.00</u>** (From \$20,000.00 to \$33,000.00)

#### **Dripping Springs Farmers Market:**

#### **Revenues:**

- Balance Forward has been increased by **<u>\$35,938.20</u>** (From \$21,835.14 to \$57,773.34)

City of Dripping Springs Ordinance No. 2022-

- FM Sponsor revenues have been increased by <u>**\$4,000.00**</u> (From \$1,000.00 to \$5,000.00)
- Applications revenues have been decreased by **<u>\$1,650.00</u>** (From \$2,650.00 to \$1,000.00)
- Membership Fee revenues have been added in the amount of \$1,650.00
- Market Event/Merch. revenues have been increased by **<u>\$500.00</u>** (From \$500.00 to \$1,000.00)

#### **Expenditures:**

- Supplies Expense expenditures have increased by **<u>\$3,445.00</u>** (From \$400.00 to \$3,845.00)

#### **Dripping Springs Ranch Park:**

#### **Revenues:**

- Sponsorships and Donations have been decreased by **<u>\$84,000.00</u>** (From \$136,275.00 to \$52,275.00)
- General Program and Events revenues have been decreased by **<u>\$84,275.00</u>** (From \$84,275.00 to \$0.00)
- Riding Series Revenues have been added in the amount of **<u>\$84,000.00</u>**
- Coyote Camp Revenues have been added in the amount of \$74,925.00
- Misc. Events Revenues have been added in the amount of **\$9,350.00**
- TXF from HOT has been increased by **<u>\$67,200.00</u>** (From \$268,501.87 to \$335,701.87)
- TXF from HOT have been added in the amount of \$47,800.00
- TXF from General Fund revenues has been increased by **<u>\$103,000.00</u>** (From \$75,000.00 to \$178,000.00)

#### **Expenditures:**

- Co-Sponsored Events has been decreased by <u>\$29,750.00</u> (From \$34,800.00 to \$5,050.00)
- Sponsorship Expenses have been added in the amount of <u>\$2,050.00</u>
- Programing Expenses have been decreased by **<u>\$13,950.00</u>** (From \$13,950.00 to \$0.00)
- Riding Series expenditures have been added in the amount of \$32,000.00

- Coyote Camp expenditures have been added in the amount of **<u>\$8,250.00</u>**
- Misc. Events/Program expenditures have been added in the amount of <u>\$6,400.00</u>
- Improvement expenditures have increased by **<u>\$165,200.00</u>** (From \$151,500.00 to \$316,700.00)
- RV/Parking Lot expenditures have been added in the amount of \$47,800.00

## **Hotel Occupancy Tax Fund:**

#### **Revenues:**

- Balance Fwd has been increased by **<u>\$47,800.00</u>** (From \$134,311.87 to \$182,111.87)
- Hotel Occupancy Tax revenues been increased by \$100,000.00 (From \$500,000 to \$600,000.00)

### **Expenditures:**

- RV/Parking Lot expenditures have been added in the amount of \$47,800.00
- TXF to Event Center has been increased by **<u>\$67,200.00</u>** (From \$268,501.87 to \$335,701.87)

#### Wastewater Utility Fund:

#### **Revenues:**

- TXF from General Fund revenues have been added in the amount of \$155,721.00

#### **Expenditures:**

- Software expenditures have been added in the amount of \$34,221.00
- 2nd Amendment to CIP 1881-001 expenditures have been increased by \$4,500.00 (From
- System Maintenance and Repair expenditures have increased by <u>\$117,500.00</u> (From \$20,000.00 to \$137,500.00)
- Other Expense expenditures have increased by **<u>\$4,000.00</u>** (From \$52,000.00 to \$56,000.00)

## 3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this

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

## 4. SEVERABILITY

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

## **5. NOTICE TO COUNTY**

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

## 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

## 7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 5th day of April, 2022 by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

## **CITY OF DRIPPING SPRINGS:**

*by:* \_\_\_\_\_

Bill Foulds, Jr., Mayor

## ATTEST:

Andrea Cunningham, City Secretary

		FY 2022	Item # 16.
FY 2022	FY 2022		Change
Adopted	Amended	Amendment #5	Change
1,573,178.86	1,606,121.36		
1,983,491.97	1,983,491.97		
4,000.00	4,000.00		
3,796,125.70	3,796,125.70		
60,000.00	60,000.00		
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592,087.25	592,087.25		
592,087.25 11,060.00 5,500.00	592,087.25 11,060.00 5,500.00		
	Adopted 1,573,178.86 1,983,491.97 4,000.00 3,796,125.70 60,000.00 7,085.00 10,000.00 40,000.00 656,006.25 239,108.41 65,000.00 1,500,000.00 239,108.41 65,000.00 250.00 40,000.00 250.00 40,000.00 10,400.00 300,000.00 10,400.00 4,305.00 - 707,181.10 11,096,132.29 25,000.00 70,890.00 165,142.00 6,625.00 31,000.00 4,000.00 20,000.00 4,000.00 4,500.00 50.00 1,500.00 500.00 775,000.00	AdoptedAmended1,573,178.861,606,121.361,983,491.971,983,491.974,000.004,000.003,796,125.703,796,125.7060,000.0060,000.007,085.007,085.0010,000.0010,000.0040,000.0040,000.00656,006.25656,006.25239,108.41239,108.4165,000.001,500,000.001,500,000.001,500,000.001,500,000.0040,000.0060,000.0060,000.00250.00250.00250.00250.0040,000.0040,000.00300,000.00324,000.0010,400.0010,400.004,305.004,305.00707,181.10707,181.10707,890.0070,890.00165,142.00165,142.006,625.0031,000.0031,000.004,000.004,000.004,000.004,000.004,000.0015,000.00500.00775,000.00775,000.00	AdoptedAmendedProposed Amendment #5 $1,573,178.86$ $1,606,121.36$ $1,983,491.97$ $1,983,491.97$ $4,000.00$ $4,000.00$ $3,796,125.70$ $3,796,125.70$ $60,000.00$ $60,000.00$ $7,085.00$ $7,085.00$ $10,000.00$ $10,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $65,000.25$ $239,108.41$ $239,108.41$ $65,000.00$ $65,000.00$ $1,500,000.00$ $1,500,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $40,000.00$ $10,400.00$ $40,000.00$ $10,400.00$ $43,05.00$ $4305.00$ $43,05.00$ $25,000.00$ $707,181.10$ $11,153,074.79$ $25,000.00$ $25,000.00$ $70,890.00$ $70,890.00$ $165,142.00$ $163,142.00$ $183,888.00$ $6,625.00$ $6,625.00$ $31,000.00$ $4,000.00$

	Attachment "A			
	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #5	Item # 16. Change
Equipment Maintenance	3,000.00	3,000.00		
Maintenance Supplies	4,600.00	4,600.00		
Fleet Acquisition	196,700.00	196,700.00		
Fleet Maintenance	18,800.00	18,800.00	28,800.00	10,000.00
City Hall Improvements	5,000.00	5,000.00		
Uniforms	7,760.00	7,760.00		
Special Projects:				
- Family Violence Ctr	7,000.00	7,000.00		
- Lighting Compliance	2,000.00	2,000.00		
- Economic Development	10,000.00	10,000.00		
- Records Management	1,220.00	1,220.00		
- Government Affairs	-	-		
- Stephenson Parking Lot Improvements	-	-		
- Stephenson Building Rehabilitation	14,000.00	14,000.00		
- OFR Grant Writer	7,500.00	7,500.00		
- Comprehensive Plan/Future Land Use Map	175,000.00	175,000.00		
- Land Acquisition	10,000.00	10,000.00		
- Downtown Bathroom	100,000.00	100,000.00		
Public Safety:				
- Emergency Management Equipment	50,970.00	50,970.00		
- Emergency Equipment Fire & Safety	2,118.00	2,118.00		
- Emergency Mgt PR	2,000.00	2,000.00		
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00		
- Animal Control	3,400.00	3,400.00		
Public Relations	7,488.00	7,488.00	8,988.00	1,500.00
Postage	3,200.00	3,200.00		
TML Insurance:				
- Liability	20,850.00	20,850.00		
- Property	34,646.00	34,646.00		
- Workers' Comp	25,000.00	25,000.00		
Dues, Fees, Subscriptions	30,000.00	30,000.00		
Public Notices	6,000.00	6,000.00		
City Sponsored Events	5,000.00	5,000.00		
Election	8,000.00	8,000.00		
Salaries	2,249,643.70	2,263,243.70		
Taxes	180,413.74	181,706.14		
Benefits	238,768.10	238,768.10		
Retirement	133,118.97	133,118.97		
DSRP Salaries	376,654.59	376,654.59		
DSRP Taxes	30,032.28	30,032.28		
DSRP Benefits	54,436.25	54,436.25		
DSRP Retirement	19,323.28	19,323.28		
Professional Services:				
- Financial Services	115,000.00	115,000.00		
- Engineering	70,000.00	94,000.00		
- Special Counsel and Consultants	59,000.00	44,107.60		
- Muni Court	15,500.00	15,500.00		
- Bldg. Inspector	750,000.00	750,000.00		
- Health Inspector	50,000.00	50,000.00		
- Architectural and Landscape Consultants	5,000.00	5,000.00		182

	Attachment "A	•	FY 2022	Item # 16.
	FY 2022	FY 2022		
	Adopted	Amended	Proposed Amendment #5	Change
- Historic District Consultant	3,500.00	3,500.00		
- Lighting Consultant	1,000.00	1,000.00		
- Human Resource Consultant	10,000.00	10,000.00		
Training/CE	83,623.90	83,623.90		
Code Publication	5,350.00	5,350.00		
Mileage	2,000.00	2,000.00		
Miscellaneous Office Expense	10,000.00	10,000.00		
Bad Debt Expense	5,000.00	5,000.00		
Contingencies/Emergency Fund	50,000.00	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	56,146.39		
TXF to Reserve Fund	200,000.00	200,000.00		
TXF AV to TIF	200,244.23	200,244.23		
TXF to TIRZ	250,000.00	250,000.00		
Sales Tax TXF to WWU	759,225.14	759,225.14		
SPA & ECO D TXF	218,656.84	218,656.84		
TXF to DSRP	75,000.00	75,000.00	178,000.00	103,000.0
TXF to Capital Improvement Fund	-	-		
TXF to Vehicle Replacement Fund	25,462.00	25,462.00		
TXF to WWU	-	-	155,721.00	155,721.0
TXF to Founders Day	-	-	13,000.00	13,000.0
Total	8,964,647.27	9,044,793.66		301,967.0
PARKS - GENERAL FUND				
Revenue				
Sponsorships and Donations	7,800.00	10,496.00		
City Sponsored Events	1,227.00	1,227.00		
Programs and Events	5,000.00	18,800.00		
Community Service Permit Fees	4,400.00	4,400.00		
Aquatics Program Income	85,800.00	85,800.00		
Pool and Pavilion	16,800.00	16,800.00		
Park Rental Fees	5,350.00	5,350.00		
Reimbursement of Utility Costs	8,000.00	8,000.00		
TXF from HOT Fund	2,000.00	2,000.00		
TXF from Parkland Dedication	113,462.80	113,462.80		
TXF from Parkland Development	111,731.40	121,731.40		
TXF from Landscaping Fund	4,000.00	4,000.00		
TXF from Contingency Funds	4,000.00	4,000.00		
TXF from DSRP	-	-		
Total Revenue	365,571.20	392,067.20		
lotai Kevenue	305,571.20	392,007.20		-
Expense				
Other	11,500.00	11,500.00		
Park Consultants	-	10,000.00		
Pool Operations	-	-		
Park Supplies	-	-		
Dues Fees and Subscriptions	1,337.50	1,337.50		
Advertising & Marketing	6,500.00	6,500.00		
DS Ranch House Furniture & Equipment	-	-		
Total Other	19,337.50	29,337.50		

	Attachment "A		FY 2022	ltem # 10
	FY 2022	FY 2022		
	Adopted	Amended	Proposed Amendment #5	Change
Public Improvements				
All Parks	-	32,942.50		
Friangle Improvement	2,000.00	2,000.00		
Rathgeber Improvements	-	-		
Founders Park	67,731.40	67,731.40		
S & R Park	-	-		
Charro Ranch Park	1,800.00	1,800.00		
DS Ranch Park	-	-		
Fotal Improvements	71,531.40	104,473.90		-
Utilities				
Portable Toilets	5,000.00	5,000.00		
Friangle Electric	500.00	500.00		
Friangle Water	500.00	500.00		
S&R Park Water	14,500.00	14,500.00		
SRP Electric	1,200.00	2,500.00		
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	4,500.00	4,500.00		
Pool Phone/Network	1,500.00	1,500.00		
FMP Pool Propane	20,000.00	20,000.00		
DS Ranch Park Electricity	500.00	500.00		
DS Ranch Park Phone/Network	500.00	500.00		
DS Ranch Park Septic	-	-		
Total Utilities	54,700.00	56,000.00		-
Maintenance	1 000 00	1 000 00		
General Maintenance (All Parks)	1,000.00	1,000.00		
Trail Washout repairs	-	-		
Equipment Rental Founders Park/Pool	1,000.00	1,000.00		
S&R	28,240.00	28,240.00		
Charro Ranch Park	51,920.00 7,700.00	56,519.00 7,700.00		
Friangle/ Veteran's Memorial Park	7,700.00	700.00		
DSRP		-		
Fotal Maintenance	90,560.00	95,159.00		-
Supplies				
General Parks	3,000.00	3,000.00		
Charro Ranch Supplies	1,500.00	1,500.00		
Founders Park Supplies	43,375.00	43,375.00		
Program and Events	1,500.00	13,740.00		
DSRP & Ranch House Supplies	-	-		
S&R Supplies Fotal Supplies	400.00 49,775.00	400.00 62,015.00		
Program Staff				
Camp Staff	-	_		
Program Event Staff	2,500.00	2,500.00		
Aquatics Staff	70,591.24	70,591.24		
Fotal Staff Expense	73,091.24	73,091.24		

	Attachment "A	п		
	FY 2022	FY 2022	FY 2022 Proposed	Item # 16. Change
	Adopted	Amended	Amendment #5	<u>-</u>
Total Parks Expenditures	358,995.14	420,076.64		-
FOUNDERS DAY - GENERAL FUND				
Balance Fwd	19,313.52	19,313.52		
Revenue				
Craft booths/Business Booths	6,500.00	6,500.00		
Food booths	1,100.00	1,100.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	9,500.00	9,500.00		
Parade	3,750.00	3,750.00		
Sponsorship	70,000.00	70,000.00		
Parking concession	1,700.00	1,700.00		
Electric	2,400.00	2,400.00		
Misc	_,	_,		
TXF from General Fund	-	_	13,000.00	13,000.00
Total	118,863.52	118,863.52	10,000.00	13,000.00
Expense				
Publicity	8,500.00	8,500.00		
Porta-Potties	7,150.00	7,150.00		
Security	20,000.00	20,000.00	33,000.00	13,000.00
Barricades/Traffic Plan	19,874.00	19,874.00		
Bands/Music/Sound	15,000.00	15,000.00		
Clean Up	5,060.00	5,060.00		
Postage/Supplies/Misc.	7,000.00	7,000.00		
Sponsorship	5,000.00	5,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,500.00	4,500.00		
Electricity	1,800.00	1,800.00		
FD Electrical Setup	4,600.00	4,600.00		
Contingencies	416.00	416.00		
Total expenses	99,550.00	99,550.00		13,000.00
Balance Fwd	19,313.52	19,313.52		-
CONSOLIDATED GENERAL FUND				
Revenue	11 006 122 20	11 152 074 70	11 152 074 70	
City Barks	11,096,132.29	11,153,074.79	11,153,074.79	-
Parks	365,571.20	392,067.20	392,067.20	-
Founders	118,863.52	118,863.52	131,863.52	13,000.00
Total	11,580,567.01	11,664,005.51	11,677,005.51	13,000.00
Expense				
City	8,964,647.27	9,044,793.66	9,346,760.66	301,967.00
Parks	358,995.14	420,076.64	420,076.64	-
Founders	99,550.00	99,550.00	112,550.00	13,000.00
Total Expense	9,423,192.41	9,564,420.30	9,879,387.30	314,967.00
Balance Fwd	2,157,374.60	2,099,585.21	1,797,618.21	(301,967.00

Attachment "A	"		
FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed	Item # 16. Change
		Amenument #5	
21 835 14	21 835 14	57 773 34	35,938.20
21,055.14	21,055.14	57,775.54	55,756.20
1 000 00	1 000 00	5 000 00	4,000.00
	,	5,000.00	7,000.00
-	,		
,		1 000 00	(1,650.00
2,050.00	2,050.00	,	1,650.00
500.00	500.00	1,050.00	1,050.00
		1 000 00	500.00
<u>69,485.14</u>	<b>69,485.1</b> 4	1,000.00	40,438.20
2 (00.00	<b>a</b> (00.00		
36,884.80	36,884.80		
-	-		
· · · · · · · · · · · · · · · · · · ·	,		
		3,845.00	3,445.00
200.00	200.00		
-	-		
55,479.71	55,479.71		3,445.00
14,005.43	14,005.43		36,993.20
113,774.72	113,774.72		
,	,		
-	-		
113,774.72	113,774.72		
113 462 80	113 462 80		
-	-		
_	-		
113 462 80	113.462.80		
311.92	311.92		
_	_		
-	-		
161 000 00	161 000 00		
101,000.00	101,000.00		
	FY 2022         Adopted         21,835.14         1,000.00         1,000.00         2,000.00         2,650.00         500.00         500.00         500.00         500.00         500.00         500.00         500.00         69,485.14         2,600.00         3,073.69         7,608.13         2,213.09         1,000.00         200.00         100.00         200.00         500.00         200.00         100.00         200.00         500.00         200.00         100.00         200.00         100.00         200.00         500.00         200.00         100.00         200.00         500.00         200.00         113,774.72         113,462.80         -         -         113,462.80	Adopted         Amended           21,835.14         21,835.14           1,000.00         1,000.00           1,000.00         1,000.00           42,000.00         42,000.00           2,650.00         2,650.00           500.00         500.00           500.00         500.00           500.00         500.00           500.00         500.00           500.00         2,600.00           3,073.69         3,073.69           3,073.69         3,073.69           7,608.13         7,608.13           2,213.09         2,213.09           1,000.00         1,000.00           200.00         200.00           200.00         200.00           200.00         200.00           200.00         200.00           200.00         200.00           200.00         200.00           200.00         500.00           500.00         500.00           500.00         500.00           500.00         500.00           500.00         500.00           113,774.72         113,774.72           113,462.80         113,462.80           113,462.80	FY 2022 Adopted         FY 2022 Amended         FY 2022 Proposed Amendment #5           21,835.14         21,835.14         57,773.34           1,000.00         1,000.00         5,000.00           1,000.00         1,000.00         1,000.00           2,650.00         2,650.00         1,000.00           500.00         500.00         500.00           500.00         500.00         1,000.00           500.00         500.00         1,000.00           500.00         2,6600.00         3,684.80           3,073.69         3,073.69         3,073.69           3,073.69         3,073.69         3,073.69           7,608.13         7,608.13         2,213.09           2,000.00         200.00         200.00           200.00         200.00         200.00           200.00         200.00         3,845.00           200.00         200.00         3,845.00           200.00         500.00         500.00           500.00         500.00         500.00           500.00         500.00         3,845.00           113,774.72         113,774.72         113,462.80           113,462.80         113,462.80         311.92

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #5	Item # 16 Change
Expense				
Transfer to Parks	111,731.40	121,731.40		
Total Expenses	111,731.40	121,731.40		_
Balance Forward	49,268.60	39,268.60		
AG FACILITY FUND				
Balance Fwd	-	-		
Revenue				
Ag Facility Fees	37,065.00	37,065.00		
Total Revenues	37,065.00	37,065.00		
Expense				
TXF to DSRP	37,065.00	37,065.00		
Total Expense	37,065.00	37,065.00		
Balance Fwd	-	-		
LANDSCAPING FUND				
Balance Fwd	108,260.55	108,260.55		
Revenue				
Tree Replacement Fees	-	-		
Total Revenues	108,260.55	108,260.55		
Expense				
Sports and Rec Park	2,000.00	2,000.00		
DSRP	-	-		
FMP	2,000.00	2,000.00		
Charro	1,000.00	1,000.00		
Historic District	3,850.00	3,958.00		
Professional Services	2,000.00	2,000.00		
City Hall Lawn and Tree Maintenance	1,300.00	1,300.00		
Total Expense Balance Fwd	<u>12,150.00</u> 96,110.55	12,258.00 96,002.55		-
SIDEWALK FUND				
Balance Fwd	16,056.00	16,056.00		
Revenue	10,000.00	10,000.00		
Fees	-	-		
Total Revenues	16,056.00	16,056.00		
Expense	16.056.00	1607600		
Expense Total Expense	16,056.00 <b>16,056.00</b>	16,056.00 <b>16,056.00</b>		

#### DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	2,101.84	2,101.84
<b>Revenue</b> Stall Rentals	39,200.00	39,200.00

	Attachment "A		FY 2022	Item # 16.
	FY 2022	FY 2022	Proposed	Change
	Adopted	Amended	Amendment #5	8
RV/Camping Site Rentals	19,000.00	19,000.00		
Facility Rentals	135,500.00	135,500.00		
Equipment Rental	5,000.00	5,000.00		
Sponsorships & Donations	136,275.00	136,275.00	52,275.00	(84,000.00
Merchandise Sales	21,300.00	21,300.00	52,275100	(01,000.00
Riding Permits	10,000.00	10,000.00		
Staff & Misc Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events	84,275.00	84,275.00	-	(84,275.00
- Riding Series			84,000.00	84,000.00
- Coyote Camp			74,925.00	74,925.00
- Misc. Events			9,350.00	9,350.00
Other Income	4,000.00	4,000.00		
Interest	600.00	600.00		
TXF from Ag Facility	37,065.00	37,065.00		
TXF from HOT	253,501.87	268,501.87	335,701.87	67,200.00
TXF for RV/ Parking Lot HOT	-	-	47,800.00	47,800.00
TXF from General Fund	75,000.00	75,000.00	178,000.00	103,000.00
TXF from Landscape Fund		-		
Total Revenue	851,818.71	866,818.71		218,000.00
Expense				
Advertising	-	-		
Office Supplies	10,000.00	10,000.00		
Postage	100.00	100.00		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	64,054.20	64,054.20		
Network and Communications	56,304.00	56,304.00		
Co-Sponsored Events	34,800.00	34,800.00	5,050.00	(29,750.00
Sponsorship Expenses			2,050.00	2,050.00
Supplies and Materials	21,000.00	21,000.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	9,561.94	9,561.94		
Mileage	500.00	500.00		
Equipment	26,922.00	26,922.00		
House Equipment	-	-		
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	16,000.00	16,000.00		
Portable Toilets	5,953.40	5,953.40		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	2,060.00	2,060.00		
Alarm	1,112.40	1,112.40		
Stall Cleaning & Repair	2,000.00	2,000.00		
Training and Education	400.00	400.00		// • • • - • · · ·
Programing Expenses	13,950.00	13,950.00	-	(13,950.00)
- Riding Series			32,000.00	32,000.00
- Coyote Camp			8,250.00	8,1 188

	Attachment "A	11	FY 2022	Item # 16.
	FY 2022 Adopted	FY 2022 Amended	Proposed	Change
	Adopted	Amenucu	Amendment #5	
- Misc. Events/Programs			6,400.00	6,400.0
Other Expense	20,000.00	20,000.00	-,	-)
Improvements	151,500.00	151,500.00	316,700.00	165,200.0
Tree Planting	-	-	, ,	,
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	15,000.00	15,000.00		
Fleet Maintenance	2,500.00	2,500.00		
General Maintenance and Repair	96,828.92	111,828.92		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	1,000.00	1,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	11,402.63	11,402.63		
RV/Parking Lot	-	-	47,800.00	47,800.0
TXF to Vehicle Replacement Fund	5,731.00	5,731.00		
Total Expenses	737,220.49	752,220.49		218,000.0
Total Bal Fwd	114,598.22	114,598.22		-
HOTEL OCCUPANCY TAX FUND				
Balance Fwd	119,311.87	134,311.87	182,111.87	47,800.0
Revenues	119,511.07	134,511.67	102,111.07	47,800.0
Hotel Occupancy Tax	500,000.00	500,000.00	600,000.00	100,000.0
Interest	1,500.00	1,500.00	000,000.00	100,000.0
Total	620,811.87	635,811.87		147,800.0
	020,011.07			117,000.0
Expenses				
Advertising	3,505.00	3,505.00		
Christmas Lighting Displays	15,000.00	15,000.00		
City Sponsored Events	-	-		
Historic Districts Marketing	2,800.00	2,800.00		
Signage	28,800.00	28,800.00		
Dues and Fees	8,000.00	8,000.00		
TXF to Debt Service	89,505.00	89,505.00		
RV/ Parking Lot	-	-	47,800.00	47,800.0
TXF to General Fund	-	-		
TXF to Event Center	253,501.87	268,501.87	335,701.87	67,200.0
Grants	219,700.00	219,700.00		
Total expenses	620,811.87	635,811.87		115,000.0
Balance Fwd	-	-		32,800.0
WASTEWATER UTILITY FUND				
Balance Fwd	7 676 160 17	7 651 160 19		
	7,626,168.13	7,651,168.13		
Revenue TVE from TWDP	6 520 000 00	6 520 000 00		
TXF from TWDB	6,520,000.00	6,520,000.00		
Wastewater Service	945,095.04	945,095.04		
Late Fees/Rtn check fees	9,480.00	9,480.00		
Portion of Sales Tax	759,225.14	759,225.14		
Delayed Connection Fees	157,850.00	157,850.00		
Line Extensions	-	-		18

	Attachment "A		FY 2022	Item # 16.
	FY 2022 Adopted	FY 2022 Amended	Proposed Amendment #5	Change
Solid Waste	-	-		
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		
Transfer fees	9,600.00	9,600.00		
Over use fees	134,550.60	134,550.60		
Reuse Fees	-	-		
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest	50,000.00	50,000.00		
Other Income	35,000.00	35,000.00		
Water Income	-	-		
TXF from General Fund	-	-	155,721.00	155,721.00
Total Revenues	16,575,968.91	16,600,968.91		155,721.0
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	47,000.00	47,000.00		
- Legal Fees	35,000.00	35,000.00		
- Auditing	10,000.00	10,000.00		
- Regulatory Expense	3,500.00	3,500.00		
- Planning and Permitting	50,000.00	50,000.00		
- Software	-	-	34,221.00	34,221.00
Engineering:			,	,
- Engineering & Surveying	-	-		
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00		
- Misc Planning/Consulting 1431-001	20,000.00	20,000.00		
- 2nd Amendment CIP 1881-001	12,500.00	12,500.00	17,000.00	4,500.00
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	15,000.00	15,000.00		
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		
- Parallel West Interceptor Design& Cost	-	-		
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00		
- HR Treated Effluent Fill Station 1873-001	30,000.00	30,000.00		
- TLAP Renewal application	-	-		
Dues, Fees and Subscriptions	-	-		
TXF to Water Fund	12,000.00	12,000.00		
TXF to Vehicle Replacement Fund	-	-		
Operations and Maintenance:				
- Routine Operations	70,000.00	70,000.00		
- Non Routine Operations	65,000.00	90,000.00		
- System Maintenance & Repair	20,000.00	20,000.00	137,500.00	117,500.00
- Chlorinator Maintenance	2,500.00	2,500.00		
- Chlorinator Alarm	1,000.00	1,000.00		
- Odor Control	16,500.00	16,500.00		
- Meter Calibrations	2,100.00	2,100.00		
- Lift Station Cleaning	12,600.00	12,600.00		
Lot Cleaning Collection lines	19,000.00	19,000.00		
- Jet Cleaning Collection lines				
<ul> <li>Drip Field Lawn Maintenance</li> <li>Drip Field Maint &amp; Repairs</li> </ul>	10,000.00 15,000.00	10,000.00 15,000.00		

8,000.00 1,000.00 9,600.00 3,500.00 5,000.00 8,904.00 0,000.00 3,240.00 6,400.00 1,200.00 2,000.00 2,000.00 2,800.00 3,000.00 6,000.00 0,622.60 0,738.21 5,384.00 0,400.00 5,000.00 0,000.00 0,000.00 0,000.00	$\begin{array}{c} 28,000.00\\ 41,000.00\\ 9,600.00\\ 73,500.00\\ 25,000.00\\ 80,000.00\\ 80,000.00\\ 45,000.00\\ 123,240.00\\ 46,400.00\\ 1,200.00\\ 5,000.00\\ 9,000.00\\ 52,000.00\\ 2,800.00\\ 3,000.00\\ 246,000.00\\ 20,622.60\\ 30,738.21\\ 15,384.00\\ 10,400.00\\ 10,000.00\\ 125,000.00\\ 125,000.00\\ 125,000.00\\ 500,000.00\\ \end{array}$	56,000.00	4,000.00
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3,500.00 5,000.00 8,904.00 0,000.00 3,240.00 6,400.00 1,200.00 5,000.00 2,000.00 2,000.00 2,800.00 3,000.00 6,000.00 0,622.60 0,738.21 5,384.00 0,400.00 5,000.00 5,000.00	$\begin{array}{c} 73,500.00\\ 25,000.00\\ 80,000.00\\ 80,000.00\\ 8,904.00\\ 45,000.00\\ 123,240.00\\ 46,400.00\\ 1,200.00\\ 5,000.00\\ 9,000.00\\ 52,000.00\\ 2,800.00\\ 3,000.00\\ 20,622.60\\ 30,738.21\\ 15,384.00\\ 10,400.00\\ 10,000.00\\ 125,000.00\\ 1,600,000.00\end{array}$	56,000.00	4,000.00
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0,000.00 3,240.00 6,400.00 1,200.00 5,000.00 9,000.00 2,000.00 2,800.00 3,000.00 6,000.00 0,622.60 0,738.21 5,384.00 0,400.00 5,000.00 5,000.00	$\begin{array}{c} 45,000.00\\ 123,240.00\\ 46,400.00\\ 1,200.00\\ 5,000.00\\ 9,000.00\\ 52,000.00\\ 2,800.00\\ 3,000.00\\ 2,800.00\\ 3,000.00\\ 246,000.00\\ 20,622.60\\ 30,738.21\\ 15,384.00\\ 10,400.00\\ 10,000.00\\ 125,000.00\\ 1,600,000.00\\ \end{array}$	56,000.00	4,000.00
3,240.00 6,400.00 1,200.00 5,000.00 9,000.00 2,000.00 2,800.00 3,000.00 6,000.00 0,622.60 0,738.21 5,384.00 0,400.00 0,000.00 5,000.00	$123,240.00 \\ 46,400.00 \\ 1,200.00 \\ 5,000.00 \\ 9,000.00 \\ 52,000.00 \\ 2,800.00 \\ 3,000.00 \\ 246,000.00 \\ 20,622.60 \\ 30,738.21 \\ 15,384.00 \\ 10,400.00 \\ 10,000.00 \\ 125,000.00 \\ 1,600,000.00 \\ 1,600,000.00 \\ 10,000.00 \\ 1,600,000.00 \\ 1,000$	56,000.00	4,000.00
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9,000.00 2,000.00 2,800.00 8,000.00 3,000.00 6,000.00 0,622.60 0,738.21 5,384.00 0,400.00 0,000.00 5,000.00	$\begin{array}{r} 9,000.00\\ 52,000.00\\ 2,800.00\\ 8,000.00\\ 3,000.00\\ 246,000.00\\ 20,622.60\\ 30,738.21\\ 15,384.00\\ 10,400.00\\ 10,000.00\\ 125,000.00\\ 1,600,000.00\end{array}$	56,000.00	4,000.00
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2,800.00 8,000.00 3,000.00 6,000.00 0,622.60 0,738.21 5,384.00 0,400.00 0,000.00 5,000.00	$\begin{array}{c} 2,800.00\\ 8,000.00\\ 3,000.00\\ 246,000.00\\ 20,622.60\\ 30,738.21\\ 15,384.00\\ 10,400.00\\ 10,000.00\\ 125,000.00\\ 1,600,000.00\end{array}$		.,
8,000.00 3,000.00 6,000.00 0,622.60 0,738.21 5,384.00 0,400.00 0,000.00 5,000.00 0,000.00	$\begin{array}{c} 8,000.00\\ 3,000.00\\ 246,000.00\\ 20,622.60\\ 30,738.21\\ 15,384.00\\ 10,400.00\\ 10,000.00\\ 125,000.00\\ 1,600,000.00\end{array}$		
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WATER			
Revenue			
TXF from Wastewater Fund	12,000.00	12,000.00	
Total Revenue	12,000.00	12,000.00	191

	Attachment "A		FY 2022	Item # 16.
	FY 2022 Adopted	FY 2022 Amended	Proposed	Change
	Auopicu	Amenaeu	Amendment #5	
Expense	12,000.00	12,000.00		
Operating and Maintenance Fotal Expense	12,000.00	12,000.00		
Balance Forward	-	-		
<b>FWDB FUND</b>				
Balance Forward	493.27	493.27		-
Revenues	6,490,000.00	6,490,000.00		
Interest	6.00	6.00		
Fotal revenue	6,490,499.27	6,490,499.27		
Expenses		<b>_</b>		
Escrow Fees	300.00	300.00		
Expenses	6,490,000.00	6,490,000.00		
Total Expenses	6,490,300.00	6,490,300.00		
Balance Forward	199.27	199.27		
IMPACT FUND				
Bal Fwd	2,637,434.76	2,637,434.76		
Revenue	_,,.	_,,		
Impact Fees	2,079,320.00	2,079,320.00		
Impact Fee Deposits	-	-		
Interest Income	25,000.00	25,000.00		
Fotal	4,741,754.76	4,741,754.76		
Expense				
TXF to Debt Service 2015	711,231.76	711,231.76		
TXF to Debt Service 2019	983,533.00	983,533.00		
Fotal expense Fotal Bal Fwd	<u>1,694,764.76</u> <u>3,046,990.00</u>	1,694,764.76 3,046,990.00		
DEBT SERVICE FUND 2015				
Bal Fwd	861,673.04	861,673.04		
Revenue				
ΓXF from Impact Fund	711,231.76	711,231.76		
Interest	8,000.00	8,000.00		
Fotal Revenue	1,580,904.80	1,580,904.80		
Expenses	722 200 20	722.000.00		
Debt Payment 2015	733,288.20	733,288.20		
Fotal Expense	733,288.20	733,288.20		
Balance Fwd	847,616.60	847,616.60		
DEBT SERVICE FUND 2013	100,180.42	100,180.42		

	Attachment "A"				
	FY 2022	FY 2022	FY 2022 Proposed	Item # 16.	
	Adopted	Amended	Amendment #5	Change	
Revenue					
TXF from HOT	89,505.00	89,505.00			
Interest	1,200.00	1,200.00			
Total	190,885.42	190,885.42			
Expense					
Tax Series 2013	92,410.00	92,410.00			
Total Expenses	92,410.00	92,410.00			
Balance Fwd	98,475.42	98,475.42			
<b>DEBT SERVICE FUND 2019</b> Bal Fwd	976,303.11	976,303.11			
Revenue	770,505.11	710,505.11			
TXF from Impact Fees	983,553.00	983,553.00			
Interest	12,000.00	12,000.00			
Total	1,971,856.11	1,971,856.11			
Total	1,771,050.11	1,971,050.11			
<b>Expense</b> Tax Series 2019	058 552 00	059 552 00			
	958,553.00	958,553.00			
Total Expenses Balance Fwd	958,553.00 1,013,303.11	958,553.00 1,013,303.11			
PEG FUND					
Balance Fwd	142,224.71	142,224.71			
Revenues	172,227.71	172,227.71			
TWC	27,000.00	27,000.00			
Interest Income	1,400.00	1,400.00			
Total Revenues	170,624.71	170,624.71			
Expense		_			
Balance Fwd	170,624.71	170,624.71			
RESERVE FUND					
Balance Fwd	1,526,195.16	1,526,195.16			
Revenue	1,520,195.10	1,520,195.10			
TXF from General Fund	200,000.00	200,000.00			
Interest	16,000.00	16,000.00			
Total	1,742,195.16	1,742,195.16			
Expense					
Expense	-	-			
Total Expense		-			
Balance Fwd	1,742,195.16	1,742,195.16			
TID 7 1					
TIRZ 1 Balance Forward Revenues	463,027.86	463,027.86		193	

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	Attachment "A		FY 2022	ltem # 1
	FY 2022	FY 2022	Proposed	Change
	Adopted	Amended	Amendment #5	Change
City AV	89,118.46	89,118.46		
County AV	218,599.49	218,599.49		
City for GAP Escrow	250,000.00	250,000.00		
Interest Income	3,000.00	3,000.00		
EPS Reimbursements	5,000.00	3,000.00		
<b>Fotal Revenue</b>	1,023,745.81	1,023,745.81		
Expense				
ΓIRZ Expense				
Project Management/Misc Costs	48,000.00	48,000.00		
Project Administration P3 Works	35,000.00	35,000.00		
Legal Fees	20,000.00	20,000.00		
EPS MAS	- 62,500.00	- 62,500.00		
HDR	227,500.00	62,500.00 227,500.00		
пDK ГJKM - Grant Writing	7,500.00	7,500.00		
Buie - PR	8,500.00	8,500.00		
Misc Consulting	25,000.00	25,000.00		
Creation Cost Reimbursements	23,000.00	23,000.00		
TXF to GAP Escrow	250,000.00	250,000.00		
Stakeholder Reimbursement	250,000.00	156,200.76		
Fotal Expense	684,000.00	840,200.76		
Balance Forward	339,745.81	183,545.05		
ΓΙRZ 2				
Balance Forward	244,199.12	244,199.12		
Revenue	,	,		
Interest Income	400.00	400.00		
City AV	111,125.78	111,125.78		
County AV	254,043.81	254,043.81		
Total Revenue	609,768.71	609,768.71		
Expense				
Creation Cost Reimbursements	-	-		
Stakeholder Reimbursement	-	43,799.24		
Fotal Expense		43,799.24		-
Balance Forward	609,768.71	565,969.47		
VEHICLE REPLACEMENT FUND				
Revenue				
TXF from General Fund	25,462.00	25,462.00		
TXF from DSRP	5,731.00	5,731.00		
TXF from WWU	-	-		
<b>Fotal Revenue</b>	31,193.00	31,193.00		
Expense				
-	-	-		
Vehicle Replacement				
<b>Fotal Expense</b>				

OF DRIPPING SPRING	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78620
Submitted By:	Craig Rice, Maintenance Director
Council Meeting Date:	April 5, 2022
Agenda Item Wording:	Discuss and consider approval of the Ranch House Phase 1 Drainage and Dripping Springs Ranch Park Parking Lot Striping Project agreement between Dig Dug and the City of Dripping Springs.
Agenda Item Requestor	
Summary/Background:	Publication for solicitating bids for the Ranch house Ph. 1 Drainage and DSRP parking lot striping project was issued with the deadline for contractors to submit sealed bids by 2:00pm on March 8, 2022. Three (3) contractors submitted bid packages before the required deadline. Tabulations were made by the staff to compare contractors' bids and selection made. Dig Dug was identified as the lowest bid and meets qualifications for the project.
	Staff recommends adding the ADA parking bid alternate to the project to complete the final Registered Accessibility Specialist inspection for the Texas Department of Licensing & Regulation to close out the Harrison Hills Trail Improvement Grant. City Engineer Chad Gilpin and Parks Consultant Brent Luck have communicated with the RAS inspector David McMillan to find an appropriate move from the current ADA parking and trail access point to an area with less erosion and improved access. TDLR granted the City an extension to complete the Harrison Hills Trail Improvements by December 1, 2022. Recommendation to add the bid alternate at this time is based on the increase of costs that may occur and added mobilization cost should this project be pushed next fiscal year.
Commission Recommendations:	The DSRP Board recommended approval of the agreement with the ADA parking bid alternate.
Recommended Council Actions:	Staff recommends awarding Dig Dug with the Ranch House Ph. 1 Drainage and DSRP parking lot striping project with the ADA parking bid alternate.
Attachments:	DSRP Ranch House Rd Ph 1 & Striping Project Contract DSRP Ranch House Rd Ph 1 & Striping Project Manual DSRP Ranch House Rd Ph1 & Striping Plans

Addendum No. 1
DSRP Ranch House Rd Ph 1 & Striping Plans – Addendum 1
DSRP Ranch House Rd Ph1 DSP Restriping – Bid Tab
Publication Affidavit_DSRP Restriping Project

**Next Steps/Schedule:** Upon Council approval of Dig Dug selection and agreement for Ranch House Ph. 1 Drainage and DSRP parking lot restriping project, execution of agreement. Ground break and dirt work to begin once the agreement is signed and all required documentation submitted.

#### **CONSTRUCTION CONTRACT**

**THIS CONTRACT** made this the \_\_\_\_\_ day of \_\_\_\_\_\_ 2022, by and between **DigDug Construction, LLC** hereinafter called the "*Contractor*", and the **City of Dripping Springs**, hereinafter called the "*City*." acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including such services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. The project will be reviewed and under the direction of Craig Rice, Maintenance Director and Kelly Schmidt, Parks & Community Services Director. The Contractor shall perform and complete all work required for the renovation of the **Ranch House Road Phase 1 and DSRP Restriping Project** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto. All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

#### **ARTICLE 2. CONTRACTOR'S DUTIES.**

- 1. Construction. Contractor shall construct all improvements embraced in the Ranch House Road Phase 1 and DSRP Restriping Project as described in the bid documents.
- 2. Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan as described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.
- 3. Completion of Work. Work, in accordance with this Contract dated on or around April 5, 2022, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the WORK within sixty (60) consecutive calendar days after receiving the Notice to Proceed.
- 4. **Invoicing.** Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Payment shall be made within thirty (30) days of the City receiving and approving the invoice.

- 5. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage, in stated amounts, and providing proof of such coverage with the City as an additional named insured.
- 6. Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11, and 12 of the General Conditions*.
- 7. Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of two (2) years after the date of final acceptance of the work by the City for the full amount of the work, and further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a two (2) year maintenance bond to the City at the time of acceptance of the work for the full amount of the work.
- 8. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Contractor agrees by approving this Agreement that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

#### **ARTICLE 3. THE CONTRACT PRICE.**

**Price**. The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Agreement and Addenda, the sum of \$299,080.46. Payments will be made pursuant to this Agreement and its Addenda.

**ARTICLE 4. THE CONTRACT.** The executed contract documents shall consist of the following components:

- a. This Contract
- b. General Conditions
- c. Plans
- d. Specifications
- e. Instructions and Notice to Bidders
- f. Performance and Payment Bond
- g. Certificate of Insurance
- h. Wage Rates
- i. Addenda

City of Dripping Springs Construction Contract j. Contractor's Signed Bid Form

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 4 shall govern, except as otherwise specifically stated.

#### **ARTICLE 5. Termination and Delays**

Terminations and delays are governed by Articles 10, 13, and 15 of General Conditions.

#### **ARTICLE 6. Miscellaneous**

- 1. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract or its the bid documents described above.
- **2. Amendment.** This Contract and the bid documents described above embody the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
- **3. Warranty.** The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period (minimum of two years) after the date of final acceptance of the work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.
- 4. Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.
- 5. INDEMNIFICATION. CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, AND/OR ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS CONTRACT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.
- 6. LIQUIDATED DAMAGES. FAILURE ON THE PART OF THE CONTRACTOR TO SUSTAIN THE REQUIRED MAINTENANCE OR PERFORM UNDER THIS CONTRACT MAY RESULT IN LIQUIDATED DAMAGES. THE CITY MAY

ASSESS LIQUIDATED DAMAGES AS LISTED IN SECTION C-7 FOR INCOMPLETE WORK UNTIL ALL WORK IS COMPLETED (LIQUIDATED DAMAGES WILL NOT EXCEED THE TOTAL DOLLARS FOR THE INCOMPLETE PROJECT LOCATION, PER CYCLE).

7. Notice. All notice required or permitted under this Contract shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

For the Contractor:

Attention: City Administrator	Attention:
City of Dripping Springs City	DigDug Construction, LLC
P.O. Box 384	P.O. Box 92583
Dripping Springs, TX 78620	Austin, Texas 78709
512-858-4725	512-382-0008

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 8. Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
- 9. Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be Hays County, Texas.
- 10. Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.
- 11. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes and prior written contracts between the parties. If a conflict exists between this Contract and Exhibit "A", this Contract shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

CITY OF DRIPPING SPRINGS

DIGDUG CONSTRUCTION, LLC

By\_

Bill Foulds, Jr., Mayor

By \_\_\_\_\_, President

**City of Dripping Springs Construction Contract** 

#### **Corporate Certifications**

I, \_\_\_\_\_, certify that I am the Secretary/Treasurer of the corporation named as Contractor herein; that \_\_\_\_\_\_ who signed this Contract on behalf of the Contractor, was then President of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

### CONTRACT DOCUMENTS AND SPECIFICATIONS FOR CONSTRUCTION OF

## RANCH HOUSE ROAD PHASE 1 & DSRP RESTRIPING PROJECT



511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

Prepared by:



9701 Brodie Lane Austin, Texas 78748 Ph: 512.220.8100 TBPE Registration # F-9266

February 2022



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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

#### ltem # 17.

## DIVISION A BIDDING INFORMATION & REQUIREMENTS

#### **NOTICE TO BIDDERS**

Notice is hereby given that the City of Dripping springs is soliciting Sealed Bids for the Ranch House Road Phase 1 and DSRP Restriping Project.

Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St.**, **City Hall Building**, **Dripping Springs**, **Texas**, until **2:00 p.m.** on **Tuesday**, **March 8**, **2022**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the "Project" titled **Ranch House Road Phase 1 and DSRP Restriping Project** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Sealed bids must be submitted in (1) original, (2) copies, and one (1) electronic copy on flash drive and delivered to the address below. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked;

#### **"RANCH HOUSE ROAD PHASE 1 AND DSRP RESTRIPING PROJECT"**

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier's check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed to:

#### City of Dripping Springs Attention: City Engineer Post Office 384 Dripping Springs, Texas, 78620

Proposals may be hand delivered at the:

City of Dripping Springs Attention: City Engineer 511 Mercer Street Dripping Springs, Texas 78620

*The Ranch House Road Phase 1 Project generally includes:* 118 linear feet of construction of 2 – 4' x 2' concrete box culverts, wingwalls, approximately 375 linear feet of channel improvements, level spreader, and additional HMAC parking.

*The DSRP Restriping Project generally includes:* Approximately 18,000 linear feet of Type II pavement markings and removal of existing striping at Dripping Springs Ranch Park.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via download at <u>https://www.cityofdrippingsprings.com/requestforbids</u> beginning **February 10, 2022**. A bid package set will also be available for viewing at City of Dripping Springs City Hall and at www.cityofdrippingsprings.com.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

An <u>Optional Pre-Bid conference</u> with prospective bidders will be held on **Tuesday**, **February 22**, **2021**, **at 2:00 p.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas. The purpose is to ask questions about the contract requirements, scope of work, deadlines etc. and to understand the areas for which the work is being requested.

Inquiries regarding this request must only be submitted in writing to Chad Gilpin, City Engineer via e-mail at <u>cgilpin@cityofdrippingsprings.com</u> with "Ranch House Road Phase 1 Project" in the subject line. Written requests from interested applicants and written responses by the City will be provided to all Applicants. This is the only permissible contact, other than the Optional Pre-Bid conference, with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City. The deadline for inquiries is Friday, February 25, 2022, 5:00 p.m.

#### **INSTRUCTIONS TO BIDDERS**

# 1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:

- Sign Bid
- Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
- List *Unit Bid Price* for each item
- List Total Amount of Bid
- Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
- Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
- 2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
- 3. ONE (1) ORIGINAL AND TWO (2) COPIES OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL OR COPY. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED.
- 4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than 5 p.m. on February 25, 2022. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.
- 5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test

and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

- 6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
- 7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, telegraph, or fax will not be considered.
- 8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
- 9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
- 10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
- 11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not

due until the work is completed and accepted by the City. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

- 12. Contract Times and Liquidated Damages Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of <u>\$400 per day</u> to the City for every day past the specified completion date stated in the proposal.
- 13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
- 14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
- 15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
- 16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

Construction Contract		Rating
25,001	- 250,000	None
250,000	- 1,000,000	В
Over	- 1,000,000	А

All lump sum and unit prices must be stated in both script and figures.

- 17. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.
- 18. The Instructions to Bidders, Forms of Bid, Form of Contract, Plans, Specifications, Form of Bid Bond, Performance and Payment Bonds, and other contractual documents may be examined free of charge at the City of Dripping Springs, 511 Mercer St., Dripping Springs, Texas, 78620.
- 19. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

## DIVISION B BID PROPOSAL

ltem # 17.

Section B-1 BID FORM

BIDDER will complete the Work for the following prices:

#### RANCH HOUSE ROAD PHASE 1 AND DSRP RESTRIPING PROJECT

BASE B	ID					
Bid				Approx		
Item	SPEC	Description of Item with Unit Bid Price in Written Words	Unit	Qty	Unit Amount	Total Price
1	TxDOT 01006001	PREPARING ROW fordollars andcents Per Acre	AC	1.77	\$	\$
2	TxDOT 01056008	REMOVING STAB BASE AND ASPH PAV (6") fordollars andcents Per Square Yard	SY	240	\$	\$
3	TxDOT 01106002	EXCAVATION (CHANNEL) fordollars andcents Per Cubic Yard	СҮ	365	\$	\$
4	TxDOT 01606003	FURNISHING AND PLACING TOPSOIL (4") fordollars andcents Per Square Yard	SY	1,200	\$	\$
5	TxDOT 01646023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) fordollars andcents Per Square Yard	SY	1,200	\$	\$
6	TxDOT 01686001	VEGETATIVE WATERING fordollars andcents Per Thousand Gallons	MG	15	\$	\$
7	TxDOT 02476388	FL BS (CMP IN PLC)(TY A GR 5)(6") fordollars andcents Per Square Yard	SY	240	\$	\$
8	TxDOT 03106001	PRIME COAT (MULTI OPTION) fordollars andcents Per Gallon	GAL	48	\$	\$
9	TxDOT 03406034	D-GR HMA(SQ) TY-C PG64-22 fordollars andcents Per Square Yard	SY	240	\$	\$
10	TxDOT 04326002	RIPRAP (CONC)(5 IN) fordollars andcents Per Cubic Yard	СҮ		\$	\$

11	TxDOT 04326033	RIPRAP (STONE PROTECTION)(18 IN) for and Per Square Yard		SY	480	\$ \$
12	TxDOT 04626003	CONC BOX CULV (4 FT X 2 FT) for and Per Linear Foot		LF	118	\$ \$
13	TxDOT 04666152	WINGWALL (FW - 0) (HW=5 FT) for and Per Each		EA	1	\$ \$
14	TxDOT 04666166	WINGWALL (FW - S) (HW=5 FT) for and Per Each		EA	1	\$ \$
15	TxDOT 05066020	CONSTRUCTION EXITS (INSTALL) (TY 1) for and Per Square Yard		SY	67	\$ \$
16	TxDOT 05066038	TEMP SEDMT CONT FENCE (INSTALL & REMOVE) for and Per Linear Foot		LF	772	\$ \$
17	TxDOT 06446004	IN SM RD SN SUP&AM TY10BWG(1)SA(T) for and Per Each		EA	4	\$ \$
18	TxDOT 06666170	REFL PAV MRK TY II (W) 4" (SLD) for and Per Linear Foot		LF	4,950	\$ \$
19	TxDOT 6666178	REFL PAV MRK TY II (W) 8" (SLD) for and Per Linear Foot		LF	3,250	\$ \$
20	TxDOT 06666182	REFL PAV MRK TY II (W) 24" (SLD) for and Per Linear Foot	dollars cents	LF	18	\$ \$
21	TxDOT 06666197	REFL PAV MRK TY II (W) (SYMBOL) for and Per Each	dollars cents	EA	13	\$ \$

22       TxDOT       06666207       REFL PAV MRK TY II (Y) 4" (SLD)       LF       2,950       \$								
22INDOT 00000201andcentsII2,300\$		]	REFL PAV MRK TY II (Y) 4" (SLD)					ltem # 17.
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Per Linear Foot       Image: CROSS-WALK STRIPING       Per       Per<	25				LF	5,150	\$	\$
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24       andcents       31       23       \$       \$         25       COA       610S-A       PROTECTIVE FENCING TYPE A CHAIN LINK FENCE       Image: Cents of Control of Control of Cents o			CROSS-WALK STRIPING					
24       andcents       31       23       \$       \$         25       COA       610S-A       PROTECTIVE FENCING TYPE A CHAIN LINK FENCE       Image: Cents of Control of Control of Cents o	24		for	dollars	сv	25		
Per         Production         Productive fencing type a CHAIN LINK FENCE	24				51	25	\$	\$
25       COA       610S-A       for			Per					
23       COA       0105A       andcents       L1       730       \$       \$         26       Per Linear Foot       LEVEL SPREADER       fordollars       andcents       EA       1       \$       \$         26       Image: Distribution of the second		COA 610S-A	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE		LF	750		
23       COA       0105A       andcents       L1       730       \$       \$         26       Per Linear Foot       LEVEL SPREADER       fordollars       andcents       EA       1       \$       \$         26       Image: Distribution of the second	25		for	dollars				
Image: constraint of the section of the sec	25						\$	\$
26       fordollars andcents       EA       1       \$       \$         27       DITCH LINE SEDIMENT TRAP fordollars andcents       EA       3       \$       \$         28       COA       439S-1       PARKING LOT BUMPER CURBS fordollars andcents       EA       49       49       \$       \$			Per Linear Foot					
20       andcents       EA       1       \$       \$         21       Per Each       DITCH LINE SEDIMENT TRAP       fordollars       andcents       EA       3       \$       \$         27       Per Each       Per Each       EA       3       \$       \$         28       COA       439S-1       PARKING LOT BUMPER CURBS       fordollars       andcents       EA       49       \$			LEVEL SPREADER					
20       andcents       EA       1       \$       \$         21       Per Each       DITCH LINE SEDIMENT TRAP       fordollars       andcents       EA       3       \$       \$         27       Per Each       Per Each       EA       3       \$       \$         28       COA       439S-1       PARKING LOT BUMPER CURBS       fordollars       andcents       EA       49       \$	20		for	dollars		1		
27       DITCH LINE SEDIMENT TRAP       fordollars       andcents       EA       3       \$       \$         28       COA       439S-1       PARKING LOT BUMPER CURBS       fordollars       dollars       EA       49       \$       \$	20				EA		\$	\$
27       fordollars anddollars anddollars andcents       EA       3       \$       \$         28       COA       439S-1       PARKING LOT BUMPER CURBS fordollars andcents       EA       49       \$       \$			Per Each					
27       andcents       EA       3       \$       \$         28       COA       439S-1       PARKING LOT BUMPER CURBS       fordollars andcents       EA       49       \$       \$			DITCH LINE SEDIMENT TRAP					
27       andcents       EA       3       \$       \$         28       COA       439S-1       PARKING LOT BUMPER CURBS       fordollars andcents       EA       49       \$       \$	27		for	dollars	Γ.	2		
Per Each         Image: Constant set of the s	27				EA	EA 3	\$	\$
28       COA       439S-1       fordollars andcents       EA       49       \$\$			Per Each					
28     COA     4395-1     and     cents     EA     49     \$			PARKING LOT BUMPER CURBS			EA 49		
28     COA     4395-1     and     cents     EA     49     \$	28	604 4000 f	for	dollars			\$	
		CUA 4395-1						\$

	TOTAL BASE BID (BID ITEMS 1-28)		
	for	dollars	
	and	cents	\$ \$

	ERNATE 1			-		Item # 1
Bid				Approx		
Item	SPEC	Description of Item with Unit Bid Price in Written Word	s Unit	Qty	Unit Amount	Total Price
		REFL PAV MRK TY II (W) 4" (SLD)				
B1-1	<b>1</b>	fordollars	LF	360		
		andcents			\$	\$
		Per				
		REFL PAV MRK TY II (Y) 4" (SLD)			\$	
B1-2	TxDOT 06666207	fordollars	LF	380		
		andcents				\$
		Per				
	TxDOT 02476388	FL BS (CMP IN PLC)(TY A GR 5)(6")				
B1-3		fordollars	SY	1,080		
DI-2		andcents	51		\$	\$
		Per Square Yard				
		PRIME COAT (MULTI OPTION)				
B1-4	TxDOT 03106001	fordollars	GAL	216		
D1-4	12001 03100001	andcents	GAL		\$	\$
		Per				
		D-GR HMA(SQ) TY-C PG64-22				
B1-5	TxDOT 03406034	fordollars	SY	1,080	\$	
		andcents	51			\$
		Per Square Yard				

	TOTAL ALTERNATE 1 BID (BID ITEMS B1-1 to B1-5)		
	for	dollars	
	and	cents	\$ \$

								Item # 1
	FERNATE 2	Г		-	<b>A</b>		r –	
Bid	CDEC	Description of Itom with Linit Did Drives in Mr	ittan Manda	1.1.4.14	Approx		Та	tal Drian
Item	SPEC	Description of Item with Unit Bid Price in Wr	itten words	Unit	Qty	Unit Amount	10	tal Price
B2-1		PREPARING ROW	dollars					
	TxDOT 01006001	for and		AC	0.15	\$	ċ	
		Per Acre				<u>ې</u>	ې	
		REFL PAV MRK TY II (Y) 4" (SLD)						
		for	dollars					
B2-2	TxDOT 06666207	and		LF	170	\$	Ś	
		Per				Ŧ	T	
		FL BS (CMP IN PLC)(TY A GR 5)(6")						
		for	dollars					
B2-3	TxDOT 02476388	and		SY	350	\$	\$	
		Per Square Yard						
		PRIME COAT (MULTI OPTION)						
B2-4	TxDOT 03106001	for	dollars	GAL	70			
BZ-4	IXDUI USIU6001	and		GAL	70	\$	\$	
		Per						
		D-GR HMA(SQ) TY-C PG64-22						
B2-5	TxDOT 03406034	for		SY 350				
DZ-J	1201 00400004	and	cents	its	330	\$	\$	
		Per Square Yard						
		RIPRAP (STONE PROTECTION)(18 IN)						
B2-6	TxDOT 04326033	for		SY	30		\$	
02 0		and	cents	cents		\$		
		Per Square Yard						
		RC PIPE (CL III)(24 IN)				\$		
B2-7	TxDOT 04646005	for		LF	LF 40			
		and	cents				\$	
		Per Linear Foot						
		SET (TY I) (24 IN) (3: 1) (C)	-l - l			\$		
B2-8	TxDOT 04676005	for and		EA	EA 1		÷	
			cents				ې	
		Per Each REMOV STR (HEADWALL)						
		for	dollars			\$		
B2-9	TxDOT 04966006	and		EA	1		\$	
		Per Each	cents				Ÿ	
		BOLLARDS						
		for	dollars					
B2-10		and		EA	4	\$	\$	
		Per Each				•		
		RELOCATE ELECTRICAL HOOKUPS						
B2-11		for	dollars	<b>F</b> •	2			
		and		EA	2	\$	\$	
		Per Each						
		ASPHALT VALLEY GUTTER AND RETAINING WALL						
B2-12		for	dollars	LS	1			
27-17		and			Т	\$	\$	
		Per Lump Sum						

	TOTAL ALTERNATE 2 BID (BID ITEMS B2-1 to B2-12)		
	for	dollars	
	and	cents	\$ \$

Bid					Approx			
tem	SPEC	Description of Item with Unit Bid Price in Writte	an Words	Unit	Qty	Unit Amount	Tot	tal Price
item	JFLC	REFL PAV MRK TY II (W) 4" (SLD)		Onit	Qty		101	
		for	dollars					
B3-1	TxDOT 06666170	and		LF	150	\$	\$	
		Per				۳	¥	
		REFL PAV MRK TY II (W) (SYMBOL)						
		for	dollars					
B3-2	TxDOT 06666197	and		EA	2	\$	\$	
		Per						
		FL BS (CMP IN PLC)(TY A GR 5)(6")						
<b>D</b> D D	T.DOT 00470200	for	_dollars	C) (	100			
B3-3	TxDOT 02476388	and	cents	SY	190	\$	\$	
		Per Square Yard						
		PRIME COAT (MULTI OPTION)						
D2 4	TxDOT 03106001	for	_dollars	GAL	20			
БЭ-4	1XD01 03100001	and		GAL	38	\$	\$	
		Per						
		D-GR HMA(SQ) TY-C PG64-22		SY	190	\$		
B3-5	TxDOT 03406034	for	_dollars					
B3-3		and	cents				\$	
		Per Square Yard						
		CROSS-WALK STRIPING						
B3-6		for		SY	10			
23 0		and	cents	5.	10	\$	\$	
		Per						
		CONC SIDEWALKS (4")			150			
B3-7	TxDOT 05316001	for		SY		\$		
		and	cents				\$	
		Per Square Yard						
		SIDEWALK BOX CULVERT						
B3-8	TxDOT 05316001	for	_dollars	EA	2	\$		
		and	cents				\$	
		Per Each						
		PARKING LOT BUMPER CURBS						
B3-9	COA 439S-1	for	_dollars	EA	EA 6	<u>~</u>	~	
		and Per Each	cents			\$	\$	
		TOTAL ALTERNATE 3 BID (BID ITEMS B3-1 to B3-9)		al - 11 -				
		for		dollar		ć	ė	
		and		cents		\$	\$	

BID SUMMARY	
TOTAL BASE BID (ITEMS 1-28): <u>\$</u>	
TOTAL BID ALTERNATE 1 (ITEMS B1-1 TO B1-5): \$	
TOTAL BID ALTERNATE 2 (ITEMS B2-1 TO B2-12): \$	
TOTAL BID ALTERNATE 3 (ITEMS B3-1 TO B3-9): <u>\$</u>	
TOTAL BID (BASE BID + BID ALTERNATES 1-3) \$	

#### Project: RANCH HOUSE ROAD PHASE 1 AND DSRP RESTRIPING PROJECT

#### THIS BID IS SUBMITTED TO:

City of Dripping Springs City Hall 511 Mercer St. Dripping Springs, Texas 78620

#### FROM:

Contractor

- 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within sixty (60) calendar days thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
- 3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
- 4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	Dated:
Addendum No.:_	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

Ranch House Road Phase 1	Γ	
And DSRP Restriping Project	Section B-	ltem # 17.
City of Dripping Springs, Texas	BID FORM	

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- 5. The following documents (signed and completed) are attached to and made a condition of this Bid:
  - A. <u>Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified</u> <u>Check.</u>
  - B. <u>Non-Collusion Affidavit</u>
  - C. <u>Conflict of Interest Statement</u>
  - D. Information From Bidders

Ranch House Road Phase 1	
And DSRP Restriping Project	Section B- Item # 1
City of Dripping Springs, Texas	BID FORM
RESPECTFULLY SUBMITTED on	, 2021.
By:(Authorized Signature)	Bidder, if the Bidder is an individual
(Authorized Signature)	Partner, if the Bidder is a Partnership
	Officer, if the Bidder is a Corporation
(Typed or Printed Name and Title)	
Bidder:	
(Name of Company)	
Business Address:	
Telephone No:	
IF Bidder is a Corporation:	
ATTEST	
(Signature of Witness)	(Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

Item # 17.

#### NON-COLUSION AFFIDAVIT PRIME BIDDER

## **STATE OF TEXAS {}**

#### COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is \_\_\_\_\_

(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual Partner, if the Bidder is a Partnership Officer, if the Bidder is a Corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public

My Commission expires:

#### **INFORMATION FROM BIDDERS**

## THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be

non-responsive and may cause its rejection.

**Statement of Qualifications:** Provide information for 3 similar projects completed by Bidder within last 5 years.

1.	Name of Project:
	Project Owner:
	Owner Contact Person & Phone No.:
	Value of Contract:
	Date Completed:
	Bidder's Project Manager:
	Bidder's Project Superintendent:
2.	Name of Project:
	Project Owner:
	Owner Contact Person & Phone No.:
	Value of Contract:
	Date Completed:
	Bidder's Project Manager:
	Bidder's Project Superintendent:
3.	Name of Project:
	Project Owner:
	Owner Contact Person & Phone No.:
	Value of Contract:
	Date Completed:
	Bidder's Project Manager:
	Bidder's Project Superintendent:

Experience Data: Provide the name and attach experience records of the Project Manager and

Superintendent you are proposing for this Project.

- 1. Name of Proposed Project Manager:
- 2. Name of Proposed Project Superintendent:\_\_\_\_\_

**Subcontractors:** Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

- 1. Concrete Work
- 2. Earthwork\_\_\_\_\_
- 3. Pavement\_\_\_\_\_
- 4. Pavement Striping\_\_\_\_\_

Other Subcontractors Exceeding 10% of total contract amount:

5.	
6.	
7	

**Financial Status:** A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

**Data on Equipment to be used on the Work:** List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location

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#### **BID BOND**

KNOW	ALL	MEN	BY	THESE	PRESENT,	that	we	the	undersigned
									_as Principal,
and									as Surety,
are hereby	y held an	d firmly l	bound u	nto <u>the City</u>	v of Dripping Sp	prings, [	<u> Fexas</u> a	as Own	er in the penal
sum of						; for	<sup>.</sup> paym	ents of	f which, well
and truly	to be r	nade, we	hereby	/ jointly ar	nd severally bi	d ourse	elves, d	our hei	rs, executors,
administra	ators, suc	ccessors, a	and assi	gns. Signed	d thisday	v of			, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Ranch House Road Phase 1 and DSRP Restriping Project.

#### NOW, THEREFORE,

- If said Bid shall be rejected, or in the alternate, (a)
- I said Bid shall be accepted and the Principal shall execute and deliver a Contract I (b) the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Principal	(Seal)	Surety	(Seal)
By: Signature		By: Signature	
Print Name		Print Name	
	BB 1 of	· 1	February 2022

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#### CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Certificate of Interested Parties (TEC Form 1295)**. For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form:	
Name of Company:	
Date:	
Signature of person submitting form:	

NOTARIZED:

Sworn and subscribed before me,					
by					
on .					
(date)					

# DIVISION C CONTRACT, BOND & INSURANCE FROMS & REQUIREMENTS

STANDARD FORM OF CONTRACT

#### DRAFT CONSTRUCTION CONTRACT

THIS CONTRACT made this the \_\_\_\_\_day of \_\_\_\_\_, by and between \_\_\_\_\_\_(a corporation organized and existing under the laws of the State of Texas) hereinafter called the "Contractor", and the CITY OF DRIPPING SPRINGS hereinafter called "City." acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. The Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **Ranch House Road Phase 1 and DSRP Restriping Project** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto. All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites.

#### **ARTICLE 2**. Contractor's Duties

1. Construction. Contractor shall construct all Improvements embraced in the **Ranch House Road Phase 1 and DSRP Restriping Project** as described in the bid documents.

Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.
 Completion of Work. Work, in accordance with the Contract dated the \_\_\_\_\_\_, 2022, shall commence after the date the Notice to Proceed is received by the Contractor

#### City of Dripping Springs, Texas

#### STANDARD FORM OF CONTRACT

following the preconstruction meeting, and Contractor shall complete the WORK within sixty (60) consecutive calendar days after receiving the Notice to Proceed.

4. Invoicing. Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned other Contractor for correction and re-submittal.

5. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage.

6. Change orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*.

7. Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work, and further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work.

8. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by approving this Agreement that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

STANDARD FORM OF CONTRACT

Section C-1

ARTICLE 3. The Contract Price. The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Agreement and Addenda, the sum of \_\_\_\_\_\_. Payments will be made pursuant to this Agreement and its Addenda.

**ARTICLE 4. The Contract.** The executed contract documents shall consist of the following components:

a. This Contract	f. Performance and Payment Bond
b. General Conditions	g. Certificate of Insurance
c. Plans	h. Wage Rates
d. Specifications	i. Addenda
e. Instructions and Notice to Bidders	j. Contractor's Signed Bid Form

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 4 shall govern, except as otherwise specifically stated.

#### **ARTICLE 5. Termination and Delays**

Terminations and delays are governed by Articles 10, 12 and 15 of General Conditions.

#### **ARTICLE 6. Miscellaneous**

**1. Non-Assignability**. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract or its the bid documents described above.

**2.** Amendment. This Contract and the bid documents described above embody the entire agreement between the parties and may not be modified unless in writing, executed by all parties.

**3.** Warranty. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period (minimum of **two years**) after the date of final acceptance of the work by the City, and

Section C-1

#### STANDARD FORM OF CONTRACT

further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.

**4. Independent Contractor.** Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**5.** INDEMNIFICATION. CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, AND/OR ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS CONTRACT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

**6. LIQUIDATED DAMAGES.** FAILURE ON THE PART OF THE CONTRACTOR TO SUSTAIN THE REQUIRED MAINTENANCE OR PERFORM UNDER THIS CONTRACT MAY RESULT IN LIQUIDATED DAMAGES. THE CITY MAY ASSESS LIQUIDATED DAMAGES AS LISTED IN SECTION C-7 FOR INCOMPLETE WORK UNTIL ALL WORK IS COMPLETED (LIQUIDATED DAMAGES WILL NOT EXCEED THE TOTAL DOLLARS FOR THE INCOMPLETE PROJECT LOCATION, PER CYCLE).

**7. Notice.** Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City: City Administrator City of Dripping Springs 511 Mercer Street Dripping Springs, Texas 78620 If to the Contractor:

**8.** Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

**9. Law & Venue.** This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be Hays County, Texas.

**10.** Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

**11. Entire Agreement.** This Contract and the bid documents described above constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

ATTEST:

(The	<i>Contractor)</i>
(1110	contractory

By\_\_\_\_\_\_\_, President

By\_\_\_\_\_\_ Title: Secretary/Treasurer

#### **Corporate Certifications**

I, \_\_\_\_\_, certify that I am the Secretary/Treasurer of the corporation named as Contractor herein; that \_\_\_\_\_\_ who signed this Contract on behalf of the Contractor, was then President of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

ltem # 17.

STANDARD FORM OF CONTRACT

Corporate Seal

(Corporate Secretary)

## **CITY OF DRIPPING SPRINGS**

ATTEST:

By\_\_\_\_\_ Title: Mayor By\_\_\_\_\_\_ Title: City Secretary

## **PERFORMANCE BOND**

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {} COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1)		, a	
(2)		of hereafter called Principal and	
(3)			
of	, State of	, hereinafter called the Surety, are held and firmly	7
bound unto	(4) <u>the City of Dripp</u>	ng Springs, Texas hereinafter called Owner, in the penal sum of	f
		(\$) Dollars	

in lawful money of the United States, to be paid in (5) <u>HAYS COUNTY, TEXAS</u> for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_2022, a copy of which is hereto attached and made a part hereof for the construction of :

#### RANCH HOUSE ROAD PHASE 1 AND DSRP RESTRIPING PROJECT

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: \_\_\_\_\_

(SEAL)

Address (State & Zip Code)

Witness as to Principal

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Telephone Number

SURETY

By:\_\_\_\_\_

Address (State and Zip Code)

Telephone No. (Area Code)

## PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {} COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1)		, a
(2)	of hereinafter called Principal and	

(3)\_\_\_\_\_

of	, State of	,	, hereinafter called th	e Surety,
are held	and firmly bound unto (4) the City of	of Dripping Springs.	<u>, Texas</u> hereinafter c	alled Owner, and
unto all	Persons, Firms, and Corporation wh	o may furnish mate	erials for, or perform	n labor upon the
building	or improvements hereinafter referred t	o in the penal sum o	f	_

(\$\_\_\_\_\_) Dollars in lawful money of the United States, to be paid in (5) <u>HAYS COUNTY, TEXAS</u> for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs The Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which is hereto attached and made a part hereof for the construction of

#### RANCH HOUSE ROAD PHASE 1 AND DSRP RESTRIPING PROJECT

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: \_\_\_\_\_

Address (State & Zip Code)

Telephone Number

(SEAL)

Witness as to Principal

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

(SEAL)

SURETY

By:\_\_\_\_\_

Address (State and Zip Code)

Witness as to Surety

Telephone No. (Area Code)

Address (State and Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

Address (State and Zip Code)

Telephone Number (Area Code)

## **PERFORMANCE – PAYMENT BOND FORM**

M-24, 25, Attach. Sa

ATTEST:

(State and Zip Code)

Address (State and Zip Code)

(SEAL)

Individual Principal

Business – Address

Telephone Number (Area Code)

Corporate Principal

Business Address Name

Telephone Number (Area Code)

(Affix Corporate Seal)

By: \_\_\_\_\_

Address (State and Zip Code)

Corporate

Surety

ATTEST:

Business Address

(Affix Corporate Seal)

Telephone

.

#### **CERTIFICATE AS TO CORPORATE PRINCIPAL**

I,	, certify that I am the Secretary of the Corporation
named as Principal in the within Bond; that	t, who signed
the said Bond on behalf of the Principal wa	as then, of said
Corporation; that I know his signature the	reof is genuine; and that said Bond was duly signed,
sealed, and attested for and on behalf of said	d Corporation by authority of its governing body.
	_
Title	

(Affix Corporate Seal)

Date: \_\_\_\_\_

Telephone No.:

The rate of premium on this Bond is \_\_\_\_\_\_ per thousand.

Total of premium charge \$	
----------------------------	--

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

#### SECTION C-4 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE CITY OF DRIPPING SPRINGS MINIMUM INSURANCE PROVISIONS AND LIMITS FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS

Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the City of Dripping Springs (City); and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

- 1. Standard ISO commercial general liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.
- 2. Workers' compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- 3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.
- 4. Umbrella liability or following-form excess liability at minimum limits of \$ 1,000,000 eachoccurrence/\$2,000,000 aggregate where applicable in any underlying coverage. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.
- 5. Waiver of Rights Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and E/A, and all other individuals or entities identified in the Insurance Rider to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or

additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- 1. City of Dripping Springs shall be named as an additional named insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
- 2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- 3. A waiver of subrogation in favor of the City shall be contained in all policies.
- 4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
- 5. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- 6. The additional insured coverage in the CGL policy in favor of the City must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
- 7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
- 8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
- 9. Insurance must be purchased from insurers that are financially acceptable to the City with a minimum *A.M. Best* financial rating of A-:VII.
- 10. Coverage for commercial general liability must be maintained for at least (2) years after the project is completed.
- 11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

- > Shall specifically set forth the notice-of-cancellation or termination provisions to the City.
- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

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#### **NOTICE OF AWARD**

То: \_\_\_\_\_

Project: RANCH HOUSE ROAD PHASE 1 AND DSRP RESTRIPING PROJECT

The City of Dripping Springs has considered the bids submitted for the above described project in response to its advertisement for bids dated <u>February 10, 2022</u> and related information to Bidders.

You are hereby notified that your bid in the amount of \$, has been favorably considered for the project by the City. Pursuant to the Instructions to Bidders you are asked to sign the proposed Contract and to return the same, along with the required Certificate of Insurance and Payment Bond and Performance Bond within ten (10) days of your receipt of this Notice, for the approval and signature of the authorized representative of the City.

For the purpose of effective date of the Performance and Payment Bond, and the required Certificate of Insurance, the date of \_\_\_\_\_\_ may be considered the date of the Contract, if the Documents are approved by the City.

If you fail to submit the proposed Contract and the Performance and Payment Bonds and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this \_\_\_\_\_\_, 2022.

CITY OF DRIPPING SPRINGS.

City Administrator

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this \_\_\_\_\_\_, 2022.

Authorized Signature

Title:

## NOTICE TO PROCEED

Date:			
То:			
Project: <u>R</u>	ANCH HOUSE ROA	AD PHASE 1 AND DSRP RESTRIPING PROJECT	
In accordance w	with the construction	contract dated,	
you are hereby r	notified to commenc	e work no later than	
Contract time is	60 calendar days.		
		CITY OF DRIPPING SPRINGS.	
		City Administrator	
		City Administrator	
The above NOT	ICE TO PROCEED	) is hereby acknowledged by	
The above NOT	ICE TO PROCEED		
		is hereby acknowledged by	
		0 is hereby acknowledged by2022.	
		is hereby acknowledged by	
		0 is hereby acknowledged by2022.	
		2022. Authorized Signature	
		2022. Authorized Signature	
		2022.   Authorized Signature	
		2022.   Authorized Signature	

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#### CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be 60 Calendar Days as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

	FOR AMOUNT OF CONTRACT	
From More Than	To and Including	Amount of Liquidated Damages Per Working Days
\$0	\$100,000	\$200
100,000	500,000	400
500,000	1,000,000	550
1,000,000	2,000,000	700
2,000,000	5,000,000	850
5,000,000	10,000,000	1,200
10,000,000	15,000,000	1,500
15,000,000	20,000,000	1,700
20,000,000	Over 20,000,000	2,500

#### EQUAL OPPORTUNITY CLAUSE

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.

# Equal Employment Opportunity is THE LAW

#### Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

#### RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order | 1246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

#### INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

#### VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separarted veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor. Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

# RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

#### DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

#### AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

#### SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

#### Programs or Activities Receiving Federal Financial Assistance

#### RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the

primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

# INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance. The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Arc	hitect (E/A):
Name:	Chad Gilpin, P.E. – City Engineer
Company:	City of Dripping Springs
Address:	511 Mercer St., Dripping Springs TX 78620
Phone:	512-220-8100
E-mail:	cgilpin@cityofdrippingsprings.com

The designated representative of the OWNER as outlined in Article 8 of the General Conditions:

Owner's Representative:

Name:	Aaron Reed – Public Works Coordinator
Company:	City of Dripping Springs
Address:	511 Mercer St., Dripping Springs TX 78620
Phone:	512-858-4725
E-mail:	areed@cityofdrippingsprings.com

# DIVISION C CONDITIONS OF THE CONTRACT

## **GENERAL CONDITIONS OF THE CONTRACT**

## **General Conditions Table of Contents**

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#### ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- **1.1** Addendum Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.
- **1.2** Alternative Dispute Resolution The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.
- **1.3 Bid** A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.
- **1.4 Bidder -** A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- **1.5 Bid Documents -** The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.
- **1.6 Calendar Day -** Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.
- **1.7 Change Directive** A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.
- **1.8 Change Orders -** Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.
- **1.9 Claim** A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- **1.10 Contract** The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.
- **1.11 Contract Amount -** The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.
- **1.12 Contract Awarding Authority -** A City department authorized to enter into Contracts on behalf of the City.
- **1.13 Contract Documents -** Project Manual, Drawings, Addenda and Change Orders.
- **1.14 Contract Time** The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

- **1.15 CONTRACTOR -** The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.
- **1.16 Critical Path** The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.
- **1.17 Drawings -** Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.
- **1.18 Due Date -** The date and time specified for receipt of Bids.
- **1.19** Engineer/Architect (E/A) The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.
- **1.20** Equal The terms "equal" or "approved equal" shall have the same meaning.
- **1.21 Execution Date -** Date of last signature of the parties to the Agreement.
- **1.22** Field Order A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.
- **1.23 Final Completion -** The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.
- **1.24** Force Account a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.
- **1.25 Inspector -** The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.
- **1.26** Invitation for Bid (IFB) a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.

#### 1.27 Legal Holidays

**1.27.1** The following are recognized by the OWNER:

<u>Holiday</u> New Year's Day President's Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day Friday after Thanksgiving Christmas Eve Christmas Day Date Observed January 1 Third Monday in February Last Monday in May July 4 First Monday in September November 11 Fourth Thursday in November Friday after Thanksgiving December 24 December 25

- **1.27.2** If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.
- **1.27.3** Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.
- **1.28 Milestones -** A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- **1.29** Notice to Proceed A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- **1.30 OWNER -** City of Dripping Springs, Texas, a municipal corporation, home rule city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Manager or his/her designee, officers, agents or employees to administer design and construction of the Project.
- **1.31 Owner's Representative -** The designated representative of the OWNER.
- **1.32 Partial Occupancy or Use -** Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.
- **1.33 Project -** The subject of the Work and its intended result.
- **1.34 Project Manual -** That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.
- **1.35 Resident Project Representative -** The authorized representative of E/A who may be assigned to the site or any part thereof.
- **1.36 Shop Drawings -** All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.
- **1.37 Specifications -** Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.
- **1.38 Solicitation -** Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.
- **1.39 Substantial Completion -** The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- **1.40 Subcontractor -** An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
- **1.41 Sub-Subcontractor -** A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

- **1.42 Superintendent -** The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.
- **1.43 Supplemental General Conditions -** The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.
- **1.44 Supplier -** An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- **1.45** Time Extension Request An approved request for time extension on a form acceptable to OWNER.
- **1.46** Work The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- **1.47 Working Day -** Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.

# **1.48 Working Hours**

- **1.48.1** Working Day Contract: All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- **1.48.2 Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- **1.49** Written Notice Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative or CONTRACTOR's duly authorized representative or CONTRACTOR's duly authorized representative.

# ARTICLE 2 - PRELIMINARY MATTERS

**2.1 Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

- **2.2 Copies of Documents:** OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.
- **2.3 Commencement of Contract Times; Notice to Proceed:** The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

## 2.4 Before Starting Construction:

- **2.4.1** No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.
- **2.4.2** It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:
  - .1 A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;
  - .2 An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;
  - .3 A preliminary schedule of Shop Drawing and sample submittals;

- .4 A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;
- .5 If applicable, an excavation safety system plan;
- .6 If applicable, a plan illustrating proposed locations of temporary facilities;
- **.7** A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and
- **.8** Appropriate safety training certificates for workers that will initially be on site.
- **2.4.3** Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.
- **2.5 Preconstruction Conference:** Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.
- **2.6 Initially Acceptable Schedules:** Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

## 3.1 Intent:

**3.1.1** The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

Signed Agreement Addendum to the Contract Documents, including approved changes Supplemental General Conditions General Conditions Other Bidding Requirements and Contract Forms Special Provisions to the Standard Technical Specifications Special Specifications Standard Technical Specifications Drawings (figured dimensions shall govern over scaled dimensions) Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

- **3.1.2** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- **3.2 Reporting and Resolving Discrepancies:** If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

#### **3.3** Amending and Supplementing Contract Documents:

- **3.3.1** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
  - .1 Change Order.
  - .2 Change Directive.
  - **.3** Time Extension Request.
- **3.3.2** In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
  - .1 Field Order.
  - **.2** Review of a Shop Drawing or sample.
  - **.3** Written interpretation or clarification.
- **3.4** Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.
- **3.5** In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

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# ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS

**4.1 Availability of Lands:** The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access. CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

### 4.2 Subsurface and Physical Conditions:

- **4.2.1** CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.
- CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no 4.2.2 later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.
- 4.2.3 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR** shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR,

CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

- 4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.
- **4.3 Reference Points:** All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

## 4.4 Hazardous Materials:

- **4.4.1** CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.
- **4.4.2** CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.
- **4.4.3** The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.
- **4.4.4** Hazardous material definitions and procedures.
  - **.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.
  - .2 Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether

Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

- **.3** CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.
- .4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- .5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.
- **4.4.5** CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

# ARTICLE 5 - BONDS AND INSURANCE

**5.1 Surety and Insurance Companies:** All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary.

## 5.2 Workers' Compensation Insurance Coverage:

## **5.2.1** Definitions:

.1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory

workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

- .2 Duration of the Project includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.
- .3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- **5.2.2** CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.
- **5.2.3** CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.
- **5.2.4** If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.
- **5.2.5** CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:
  - .1 A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - .2 No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- **5.2.6** CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- **5.2.7** CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- **5.2.8** CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- **5.2.9** CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:
  - **.1** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - .2 Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - **.3** Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - **.5** Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
  - .6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
  - **.7** Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- **5.2.10** By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- **5.2.11** CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.
- **5.3 Other Bond and Insurance Requirements:** For additional insurance requirements, refer to Division C.

## 5.4 Bonds:

5.4.1 General.

- **.1** Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- .2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
- .3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).
- **5.4.2** Performance Bond.
  - **.1** If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.
  - .2 If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
  - .3 If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
  - .4 If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.
- **5.4.3** Payment Bond.
  - **.1** If the Contract Amount exceeds \$50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.
  - .2 If the Contract Amount is less than or equal to \$50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

L Section D-1 GENERAL CONDITONS

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## **5.4.4** Maintenance Bond.

- **.1** Before final payment and acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond to assure the quality of the materials and workmanship, and maintenance of all required improvements including the OWNER'S costs for collecting the guarantee of funds and administering the correction and/or replacement of covered improvements.
- **.2** The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.
- **.3** Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.
- .4 In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.
- **.5** Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

# ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

## 6.1 Supervision and Superintendence:

- **6.1.1** CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- CONTRACTOR shall have an English-speaking, competent Superintendent on the 6.1.2 Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.

- .1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
- .2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.
- **.3** A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

## 6.2 Labor, Materials and Equipment:

- CONTRACTOR shall maintain a work force adequate to accomplish the Work within 6.2.1 the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.
- **6.2.2** Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- **6.2.3** All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and

equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

- **6.2.4** Substitutes and "Approved Equal" Items:
  - .1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:
    - **.1.1** "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.
    - **.1.2** Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.
  - .2 Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.
  - **.3** E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.

- .4 CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.
- **.5** The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.
- **6.2.5** CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.
- **6.3 Progress Schedule:** Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:
  - **6.3.1** CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.
  - **6.3.2** Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

## 6.4 Concerning Subcontractors, Suppliers and Others:

- **6.4.1** Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.
- **6.4.2** Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been

accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

- 6.4.3 CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than \$10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.
- **6.4.4** CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.
- **6.4.5** CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.
- **6.4.6** The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.
- **6.4.7** CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.
- **6.4.8** To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all

Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

### 6.5 Patent Fees and Royalties:

- **6.5.1** CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.
- **6.5.2** CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.
- 6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.
- **6.5.4** OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.
- **6.6 Permits, Fees:** Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

## 6.7 Laws and Regulations:

- **6.7.1** CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.
- **6.7.2** Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance

with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

- **6.7.3** If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.
- **6.7.4** This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

- .1 Prepare Storm Water Pollution Prevention Plan (SWPPP).
- **.2** CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.
- .3 Posting of TCEQs "Construction Site Notice" near the main entrance of the work.
- .4 Inspection and Maintenance of all erosion/sedimentation controls.
- .5 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.
- .6 .Upon completion of the Work, provide TPDES records to OWNER."

## 6.8 Taxes:

- **6.8.1** CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.
- **6.8.2** OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

#### 6.9 Use of Premises:

**6.9.1** CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the

performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.** 

- **6.9.2** During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contact Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.
- **6.9.3** CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- **6.10 Record Documents:** CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

## 6.11 Safety and Protection:

- **6.11.1** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
  - .1 all persons on the Work site or who may be affected by the Work;
  - **.2** all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  - .3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and

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underground facilities not designated for removal, relocation or replacement in the course of construction.

**6.11.2** CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

**6.11.3** Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR

shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.

- **6.11.4** Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.
- **6.11.5** Emergencies:
  - .1 In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.
  - .2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.
  - **.3** In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.
- **6.12 Continuing the Work:** CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.13 CONTRACTOR's General Warranty and Guarantee:

**6.13.1** CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- **.1** abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- **.2** normal wear and tear under normal usage.
- **6.13.2** CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:
  - .1 observations by Owner's Representative and/or E/A;
  - .2 recommendation of any progress or final payment by Owner's Representative;
  - **.3** the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
  - .4 use or occupancy of the Work or any part thereof by OWNER;
  - .5 any acceptance by OWNER or any failure to do so;
  - .6 any review of a Shop Drawing or sample submittal;
  - .7 any inspection, test or approval by others; or
  - **.8** any correction of defective Work by OWNER.

## **6.14 INDEMNIFICATION:**

- 6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:
  - .1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and
  - .2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such

**INDEMNIFIED PARTY** by laws and regulations regardless of the negligence of any such person or entity.

In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.

- **6.14.2** The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- **6.14.3** The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.
- **6.14.4** In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.
- 6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.
- **6.15 Survival of Obligations:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.
- **6.16 Losses from Natural Causes:** Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.
- **6.17 Notice of Claim:** Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this

paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

**6.18 Liquidated Damages:** CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

# ARTICLE 7 - OTHER WORK

- **7.1** OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.
- **7.2** CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.
- **7.3** If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.
- **7.4** OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.
- **7.5** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

- **8.1** Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.
- **8.2** OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- **8.3** OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.
- **8.4** Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.
- **8.5** The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).
- **8.6** Notice of Claim: Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

# ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

## 9.1 E/A's Authority and Responsibilities:

**9.1.1** The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole

and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.

- **9.1.2** E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- **9.1.3** E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- **9.1.4** If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- **9.1.5** The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.
- **9.2 E/A assisting Owner's Representative:** E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.
- **9.3 Visits to Site:** If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.
- **9.4 Resident Project Representative:** If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate

another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.

- **9.5 Clarifications and Interpretations:** E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.
- **9.6 Rejecting Defective Work:** E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- **9.7 Shop Drawings:** Refer to Contract documents for E/A's authority concerning Shop Drawings.

## ARTICLE 10 - CHANGES IN THE WORK

#### 10.1 Changes:

- **10.1.1** Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.
- **10.1.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.
- **10.1.3** CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.
- **10.1.4** Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities

associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.

**10.1.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

#### **10.2** Change Orders:

- **10.2.1** OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:
  - .1 a change in the Work;
  - .2 the amount of the adjustment in the Contract Amount, if any; and
  - .3 the extent of the adjustment in the Contract Time, if any.
- **10.2.2** An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

## **10.3 Change Directives:**

- **10.3.1** Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.
- **10.3.2** If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.
- **10.3.3** A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.
- **10.3.4** Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

#### **10.4 Field Order:**

**10.4.1** Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept

of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.

**10.4.2** If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

#### 10.5 No Damages for Delay: <u>CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN</u> <u>ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE</u> <u>REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT</u> <u>TIME.</u>

## ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

- **11.1** The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.
- **11.2** The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.
- **11.3** The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.
- **11.4** Determination of Value of Work:
  - **11.4.1** The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:
    - **.1** by application of unit prices contained in the Contract Documents to the quantities of the items involved.
    - **.2** by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.
    - **.3** by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).
    - .4 No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change

order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

- **11.4.2** Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.
- **11.5 Cost of Work:** If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:
  - **11.5.1** For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.
  - **11.5.2** CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.
  - For machinery, trucks, power tools, or other similar equipment (the "equipment") 11.5.3 agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eighthour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.
  - **11.5.4** The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon

forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

## **11.6 Unit Price Work:**

- **11.6.1** Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- **11.6.2** When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.
- **11.6.3** Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- **11.6.4** A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or \$50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.
- **11.6.5** OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:
  - **.1** the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or
  - CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

# ARTICLE 12 - CHANGE OF CONTRACT TIMES

#### **12.1** Working Day and Calendar Day Contracts:

**12.1.1** The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start

of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.

- **12.1.2** When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.
- **12.1.3** When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.
- **12.1.4** OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:
  - .1 Changes ordered in the work which justify additional time.
  - .2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:
    - a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.
    - **b)** If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.
    - c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).
    - **d)** Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).
    - e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).

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- **.3** When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.
- .4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

### **12.2 Calendar Day Contracts:**

- **12.2.1** Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.
- **12.2.2** "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.
- **12.2.3** Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
Мау	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

**12.2.4** CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

GENERAL CONDITONS

# ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

- **13.1 Notice of Defects:** Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.
- **13.2** Access to Work: OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

## **13.3 Tests and Inspections:**

- **13.3.1** CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- **13.3.2** OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:
  - .1 for inspections, tests or approvals covered by paragraph 13.3.3 below;
  - **.2** that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;
  - **.3** for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
  - **.4** as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.
- **13.3.3** If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.
- **13.3.4** CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

## **13.4 Uncovering Work:**

- **13.4.1** If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.
- **13.4.2** If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise

make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

### **13.5 OWNER May Stop the Work:**

- **13.5.1** If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.
- **13.5.2** If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.
- **13.6** Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

## **13.7** Warranty period:

- **13.7.1** If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:
  - (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and
  - (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

- **13.7.2** In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.
- **13.7.3** If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.
- **13.7.4** The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.
- **13.8** Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.
- **13.9 OWNER May Correct Defective Work:** If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

# ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

## 14.1 Application for Progress Payment:

- **14.1.1** No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- **14.1.2** Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.
- **14.1.3** Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.
- **14.1.4** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.
- Where the original Contract Amount is less than \$400,000, OWNER will pay 14.1.5 CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.
- **14.1.6** Applications for Payment shall include the following documentation:
  - .1 updated Progress Schedule;
  - .2 monthly subcontractor report;
  - **.3** any other documentation required under the Supplemental General Conditions.
- **14.2 CONTRACTOR's Warranty of Title:** CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether

incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

#### **14.3** Review of Applications for Progress Payment:

- **14.3.1** Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.
- **14.3.2** Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:
  - .1 the Work has progressed to the point indicated; and
  - .2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).
- **14.3.3** By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:
  - **.1** exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;
  - .2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;
  - .3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or
  - .4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

#### **14.4 Decisions to Withhold Payment:**

- **14.4.1** OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:
  - .1 defective Work not remedied;
  - third party Claims filed or reasonable evidence indicating probable filing of such Claims;
  - **.3** failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
  - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

- .5 damage to OWNER or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
- **.8** failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
- **.9** failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
- **.10** failure of CONTRACTOR to maintain a record of changes on drawings and documents;
- **.11** failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
- .12 failure of CONTRACTOR to submit monthly subcontractor reports;
- **.13** CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
- **.14** failure of CONTRACTOR to comply with any provision of the Contract Documents.
- **14.4.2** When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.
- **14.5 Payment Becomes Due:** Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- **14.6 Arrears:** No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.

### **14.7** Substantial Completion:

**14.7.1** When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish

the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

- **14.7.2** If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.
- **14.7.3** OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.
- **14.8 Partial Utilization:** Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:
  - OWNER at any time may request CONTRACTOR to permit OWNER to use any such 14.8.1 part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.
  - **14.8.2** Such partial utilization is authorized by public authorities having jurisdiction over the Work.
- **14.9 Final Inspection:** Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- **14.10 Final Application for Payment:** CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

- 14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;
- **14.10.2** Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;
- 14.10.3 Record documents (as provided in paragraph 6.10);
- **14.10.4** Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;
- **14.10.5** Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;
- **14.10.6** Any other documentation called for in the Contract Documents.

#### 14.11 Final Payment and Acceptance:

- **14.11.1** If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.
- **14.11.2** If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.
- **14.11.3** Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.
- **14.11.4** The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:
  - .1 CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii)

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CONTRACTOR and the claimant have certain alternative dispute resolution rights; and

**.2** CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

- 14.12 Waiver of Claims: The making and acceptance of final payment will constitute:
  - **14.12.1** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

- **15.1 OWNER May Suspend Work Without Cause:** At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.
- **15.2 OWNER May Terminate Without Cause:** Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):
  - **15.2.1** for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - **15.2.2** for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - **15.2.3** other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

### **15.3 OWNER May Terminate With Cause:**

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- **15.3.1** Upon the occurrence of any one or more of the following events:
  - **.1** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;
  - **.2** if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
  - .3 if CONTRACTOR disregards the authority of Owner's Representative;
  - .4 if CONTRACTOR makes fraudulent statements;
  - **.5** if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
  - **.6** if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
  - **.7** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

- **15.3.2** Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.
- **15.4 CONTRACTOR May Stop Work or Terminate:** If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally

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determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

- **15.5 Discretionary Notice to Cure:** In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.
- **15.6 Bankruptcy:** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.
- **15.7 Duty to Mitigate:** In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.
- **15.8 Responsibility during Demobilization:** While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

### ARTICLE 16 - DISPUTE RESOLUTION

### **16.1** Filing of Claims:

**16.1.1** Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

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**16.1.2** Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

#### **16.2** Alternative Dispute Resolution:

- **16.2.1** If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.
- **16.2.2** Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

#### 16.2.3 Mediation:

- .1 If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.
- .2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

Section D-1 GENERAL CONDITONS

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

### 16.4 RESERVED

### ARTICLE 17 – MISCELLANEOUS

- 17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.
- **17.2 Extent of Agreement:** This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.
- **17.3 Cumulative Remedies:** The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.
- **17.4 Severability:** If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.
- **17.5 Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

Item # 17.

- **17.6 Prohibition of Gratuities:** OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.
- **17.7 Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

#### **17.8 OWNER'S Right to Audit:**

- **17.8.1** Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:
  - .1 accounting records;
  - .2 written policies and procedures;
  - **.3** subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
  - .4 original estimates and estimating work sheets;
  - .5 correspondence;
  - .6 Change Order files (including documentation covering negotiated settlements);
  - .7 back charge logs and supporting documentation;
  - **.8** general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
  - **.9** lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
  - **.10** records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
  - **.11** any other CONTRACTOR record that may substantiate any charge related to this Contract.
- **17.8.2** CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.
- **17.8.3** CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3)

Item # 17.

years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

- **17.8.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.
- **17.8.5** CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.
- **17.9 Survival:** The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.
- **17.10 No Waiver:** The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.
- **17.11 Conditions Precedent to Right to Sue.** Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.
- **17.12 Waiver of Trial by Jury.** OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

### **End of Document**

### DIVISION E TECHNICAL SPECIFICATIONS

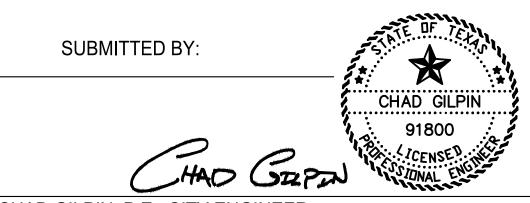
All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

Where both Hays County and TxDOT specifications are named in the schedule of quantities the direction provided by Hays County specifications shall supersede where in conflict with the TxDOT specifications item.

Where additional specification information and notes are provided on the schedule of quantities plan sheet that conflicts with either the TxDOT or Hays County specification the additional specification information and notes provided on the schedule of quantities plan sheet shall supersede.

In addition, the following TxDOT Special Specification shall be utilized for this project:

• NOT USED



2/9/2022 DATE

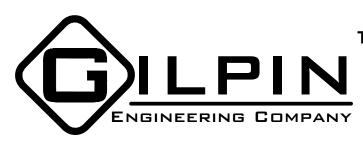
CHAD GILPIN, P.E., CITY ENGINEER

APPROVED BY:

MICHELLE FISCHER, CITY ADMINISTRATOR

DATE

PREPARED BY:

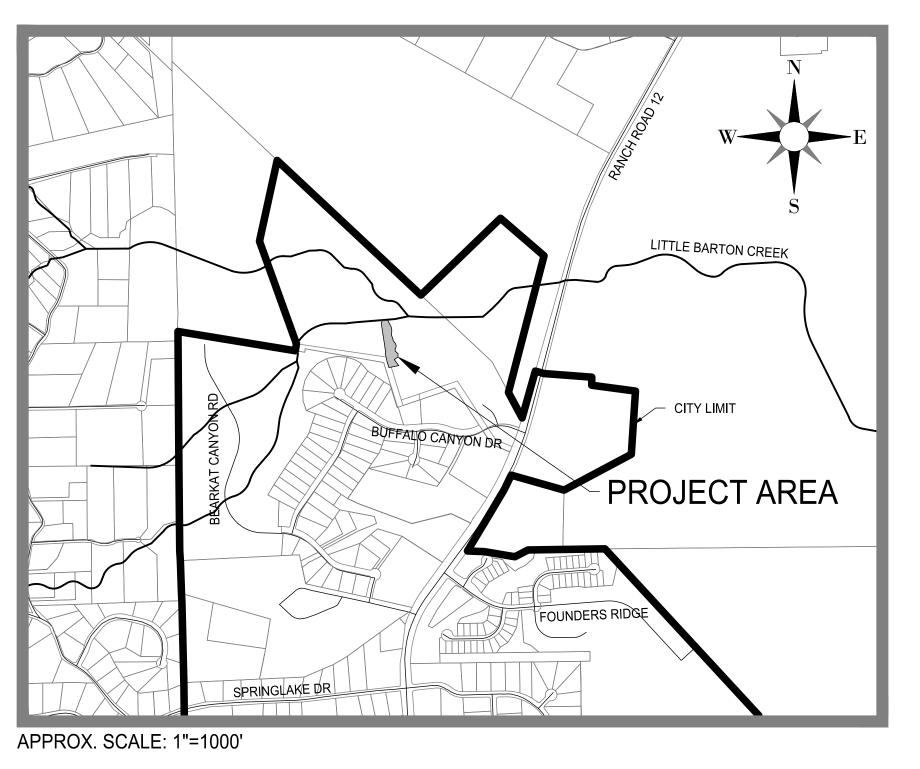


T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LN, SUITE 203 **AUSTIN, TX 78748** PH: 512.220.8100

# **CONSTRUCTION PLANS** FOR RANCH HOUSE ROAD PHASE 1 & **DSRP RE-STRIPING PROJECT**

FEBRUARY 2022

PROJECT # PARKS 2022-01



### PREPARED FOR:

## CITY OF DRIPPING SPRINGS, TEXAS



### INDEX OF SHEETS

SHEET NO.	SHEET TITLE
01	COVERSHEET
02	GENERAL NOTES
03	SCHEDULE OF QUANTITIES
04	PHASING PLAN
05	OVERALL EXISTING CONDITIONS
06	<b>EXISTING CONDITIONS &amp; DEMOLITION PLAN</b>
07	<b>EROSION &amp; SEDIMENTATION CONTROL PLAN</b>
08	<b>EROSION &amp; SEDIMENTATION CONTROL DETAILS</b>
09	OVERALL DRAINAGE AREA MAP
10	OVERALL SITE PLAN
11	BOX CULVERT PLAN & PROFILE
12	DSRP RESTRIPING PLAN - BASE BID
13	BID ALT 1 - DSRP RESTRIPING PLAN
14	BID ALT 2 - NORTH RV PARKING PLAN
15	BID ALT 3 - ACCESSIBLE PARKING
16	SITE DETAILS
17	PAVING DETAILS
18	DRAINAGE DETAILS (1 OF 3)
19	DRAINAGE DETAILS (2 OF 3)
20	DRAINAGE DETAILS (3 OF 3)

### NOTES:

3.

1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS AND IS ZONED PP PUBLIC PARK.

2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COORDINATES AND DISTANCES SHOWN HEREON ARE IN GRID.

4. A PORTION OF WORK LIES IN THE SHADED ZONE "AE" (AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C01005F, REVISED SEPTEMBER 2, 2005. NO FILL IS BEING PLACED WITHIN THE FLOODWAY AS PART OF THE PROPOSED DRAINAGE AND ROADWAY IMPROVEMENTS.

5. THE PROPOSED IMPROVEMENTS PLANS WERE PREPARED WITH THE BEST INFORMATION AVAILABLE THROUGH SURVEY, RECORD DRAWINGS, AND FIELD OBSERVATIONS. PER DIRECTION FROM THE CITY, GEOTECHNICAL PAVEMENT ANALYSIS AND RECOMMENDATIONS WERE NOT PERFORMED AS PART OF THE PROJECT.

6. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.

### THESE PLANS ARE FULL SIZE AT 11" X 17"

01 OF 20

А.	GENERAL CONSTRUCTION NOTES	22.	-
1.	THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING:	23.	
	TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-245-4545	20.	
	<ul> <li>TEXAS ONE CALL SYSTEM (TOCS) 1-800-344-8377</li> <li>FOR LOCATION OF EXISTING</li> </ul>	24.	•
	<ul> <li>FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF</li> </ul>		
	ANY CONSTRUCTION ACTIVITIES.		
2.	PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRE-CONSTRUCTION		
	CONFERENCE BETWEEN THE CITY OF DRIPPING SPRINGS, HER/HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER	B	)
	ENTITY THE CITY OR ENGINEER MAY REQUIRE.		
3.	ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH		
	APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH	1.	
	ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE		
	PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.		
4.	CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES		
	FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF	2.	
	CONSTRUCTION OPERATIONS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.		
5.	CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR		
	PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS	3.	
<u>^</u>	AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.		
6.	CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF	4.	
	HANDLING AND DISPOSAL.	7.	
7.	CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL		
	WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY	5.	
8.	COMPANY OR AGENCY INVOLVED. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER	6.	
0.	UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS,	0.	
	CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN	7.	
	PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE	O	
9.	UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR	8.	
	SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS.	9.	
	PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING		
	ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.	10.	
10.	CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES	10.	
	FROM THE PLANS.RECORD SHALL BE KEPT IN AN ONSITE SET OF MARKED-UP RECORD		
1 4	DRAWINGS.		
11.	CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH		
	DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN	12.	•
	THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.		
12.	CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.		
13	THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE		
	MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION	13.	•
	THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN		
11	THE ORIGINAL FENCE.		
14.	UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.		
15.	ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF	ſ	•
	CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL	U	/
16	BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION		
10.	CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).	1.	
17.	TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TXDOT		
	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TXDOT BARRICADE AND		
18	CONSTRUCTION STANDARDS. RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY OF		
10.	DRIPPING SPRINGS CONSTRUCTION STANDARDS.	-	
19.	CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS	2.	
00	LINES AND POWER LINES.		
20.	ALL WORK IS TO BE PERFORMED BETWEEN THE FOLLOWING HOURS:		
	7:00 A.M. TO 7:00 P.M. MONDAY - FRIDAY		
	ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY.		
	THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL	3.	
21	WORK PERFORMED WITHOUT INSPECTION. THE CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY	~ 1	
<u>~</u>  ,	FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF ANY WORK TO BE		
	ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE	4. 5.	
	NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED DURING THE	J.	
	PROGRESS OF THE WORK, WHEN SUCH CONDITIONS OR OBSTACLES ARE READILY	6.	
	APPARENT UPON A VISIT TO THE SITE. IF THERE ARE ANY QUESTIONS OF THIS REGARD OR		

CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS. IOSE CASES WHERE FIXED FEATURES REQUIRE, THE DESIGN SLOPES INDICATED EIN AND ON THE CROSS SECTIONS MAY BE MODIFIED IN THE FIELD AS DETERMINED BY CITY OF DRIPPING SPRINGS IF EXISTING CONDITIONS SO REQUIRE

ESS TO OFFICES. BUSINESSES. AND DRIVEWAYS ALONG THE PROJECT MUST RECEIVE ORITY BY THE CONTRACTOR.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF HIS MATERIALS AND IPMENT FROM THEFT, VANDALISM, ANIMALS, FIRE, ETC. WHILE SAID MATERIALS AND IPMENT ARE ON THE PROJECT. WHETHER STORED OR INSTALLED IN PLACE. UNTIL THE JECT HAS BEEN ACCEPTED BY THE CITY OF DRIPPING SPRINGS.

# **NVIRONMENTAL NOTES**

CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND E/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK ARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE SION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS TORATION.

PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. DEVIATIONS FROM THE ROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S RESENTATIVE.

DISTURBED AREAS TO BE RESTORED UPON COMPLETION OF CONSTRUCTION. NO ARATE PAYMENT WILL BE MADE FOR RE-VEGETATION ACTIVITIES. ALL MATERIALS AND OR SHALL BE SUBSIDIARY TO OTHER BID ITEMS.

TORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES WITH 70% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET

NIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY STRUCTION.

CONTRACTOR TO SEED, SOD OR HYDROMULCH ALL EXPOSED CUTS AND FILLS UPON 1PLETION OF CONSTRUCTION.

SION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER CH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.

VOID SOIL COMPACTION. CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC. KING. OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS. ERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK I STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF (ER BRANCHING) IN ADDITION TO THE FENCING.

ES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED. ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF DSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES ER LOSS DUE TO EVAPORATION.

TRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES ICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES .0. ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED. APPROVED NDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION NING STANDARDS FOR SHADE TREES".

CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER RY RAINFALL EXCEEDING  $rac{1}{4}$  INCH TO VERIFY THAT THEY HAVE NOT BEEN VIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT IFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL.

# SEQUENCE OF CONSTRUCTION:

PORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS CATED ON THE APPROVED SITE PLAN OR SUBDIVISION CONSTRUCTION PLAN AND IN ORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND RMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED THE SITE. INSTALL TREE PROTECTION, INITIATE TREE MITIGATION MEASURES AND IDUCT "PRE - CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE). ENVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR GNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE SION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION VENTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND IMENTATION CONTROLS WILL BE REVISED, IF NEEDED, TO COMPLY WITH CITY PECTORS' DIRECTIVES, AND REVISED CONSTRUCTION SCHEDULE RELATIVE TO THE ER QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND NTAINED IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. IN SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES. MANENT WATER QUALITY PONDS OR CONTROLS WILL BE CLEANED OUT AND FILTER IA WILL BE INSTALLED PRIOR TO/CONCURRENTLY WITH RE-VEGETATION OF SITE. IPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION ANDSCAPING.

7. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR. REMOVE THE TEMPORARY EROSION AND REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.

# STREET AND DRAINAGE NOTES:

- TESTING.
- SUSTAINING PLANT LIFE.
- SUBGRADE UNLESS OTHERWISE SPECIFIED ON THE PLAN
- OF DRIPPING SPRINGS PLANNING AND DEVELOPMENT DEPARTMENT.
- JOB AND PUBLIC SAFETY.
- 6. ALL R.C.P. SHALL BE MINIMUM CLASS III.

### E. **PROJECT NOTES:**

- ANTICIPATED ONSITE AND OFFSITE SPOIL MATERIALS.
- THE SCHEDULE OF QUANTITIES.

ltem # 17.

DATE

REVISION

NO

SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL RE-VEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE CITY'S EXPENSE ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY OPYRIGHT NOTICE 2. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95% HE DESIGNS REPRESENTED BY THESE PLANS A OPYRIGHTED AND ARE SUBJECT TO COPYRIGH MAXIMUM DENSITY TO WITHIN 3" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARIL' ROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS GRANULAR WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION. THE OR THE DESIGNS REPRESENTED THEREIN WILL REMAINING 3" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUBJECT THE INFRINGER TO DAMAGES AND/OR UDICIAL ACTION AS PROVIDED BY FEDERAL LAV 3. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE. CABLE TV. WATER SERVICES. ETC., SHALL BE A MINIMUM OF 30" BELOW LPIN 4. STREET RIGHTS-OF-WAY SHALL BE GRADED AT A SLOPE OF 1/4" PER FOOT TOWARD THE CURB UNLESS OTHERWISE INDICATED. HOWEVER. IN NO CASE SHALL THE WIDTH OF RIGHT-OF-WAY AT 1/4" PER FOOT SLOPE BE LESS THAN 10 FEET UNLESS A SPECIFIC T.B.P.L.S. Firm Registration # 10193770 REQUEST FOR AN ALTERNATE GRADING SCHEME IS MADE TO AND ACCEPTED BY THE CITY T.B.P.E. Firm Registration # F-9266 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100 5. BARRICADES BUILT TO CITY OF DRIPPING SPRINGS STANDARDS SHALL BE CONSTRUCTED ON ALL DEAD-END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN ENGINEER'S SEAL: GILPIN 91800 (ICENSED Z/9/2022 CONTRACTOR TO QUANTIFY SPOILS MATERIALS TO BE STORED ONSITE AND SPOILS HAULED OFFSITE. COORDINATE WITH OWNER TO DETERMINE WHAT PORTION OF SPOILS ARE TO BE STOCKPILED ON SITE. CONTRACTOR TO PROVIDE SEPARATE BID TOTALS FOR FACILITY: 2. ASPHALT AND EXISTING ROAD BASE TO BE STORED ONSITE AFTER DEMOLITION FOR RECYCLED USE IN THE PROPOSED BASE SECTION PER TXDOT SPECIFICATION PROVIDED I **DRIPPING SPRINGS** RANCH PARK **PROJECT:** RANCH HOUSE ROAD PHASE 1 & DSRP RE-STRIPING PROJECT DRIPPING SPRINGS Texas Open spaces, friendly faces. DESIGN: BL CHECKED: CG/RB 02/09/2022 DATE: PROJ # \_PARKS-2022-01 GENERAL NOTES SHEET 02 OF 20

Bid Item		SPEC	Description of Item with Unit Bid Price in Writt	en Words	Unit	Appro Qty
			PREPARING ROW			
1	TxDOT	01006001	for and		AC	1.77
			Per Acre			
			REMOVING STAB BASE AND ASPH PAV (6")	In Herman		
2	TxDOT	01056008	for and		SY	240
			Per Square Yard			
			EXCAVATION (CHANNEL)	dellara	_	
3	TxDOT	01106002	for and		CY	365
			Per Cubic Yard			
			FURNISHING AND PLACING TOPSOIL (4") for	dollars		
4	TxDOT	01606003	and		SY	1,20
			Per Square Yard			
-	TUDOT	01646023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) for	dollars	CV.	1 20
5	TXDOT	01646023	and		SY	1,20
			Per Square Yard VEGETATIVE WATERING			
6	тхрот	01686001	for	dollars	MG	15
U		01000001	and Per Thousand Gallons	cents		15
			FL BS (CMP IN PLC)(TY A GR 5)(6")			
7	TXDOT	02476388	for		SY	240
	TAD OT		and Per Square Yard	cents		2.1
			PRIME COAT (MULTI OPTION)			
8	TxDOT	03106001	for	dollars	GAL	48
			and Per Gallon	cents	_	
	1		D-GR HMA(SQ) TY-C PG64-22			
9	TxDOT	03406034	for		SY	240
			and Per Square Yard	cents		
	1		RIPRAP (CONC)(5 IN)			
10	TxDOT	04326002	for and		СҮ	
			Per Cubic Yard	cents		
			RIPRAP (STONE PROTECTION)(18 IN)			
11	TxDOT	04326033	forand		SY	480
			Per Square Yard			
			CONC BOX CULV (4 FT X 2 FT)	dellars		
12	TxDOT	04626003	for and		LF	118
			Per Linear Foot			
			WINGWALL (FW - 0) (HW=5 FT) for	dollars		
13	TxDOT	04666152	and		EA	1
			Per Each			
			WINGWALL (FW - S) (HW=5 FT) for	dollars	_	
14	TxDOT	04666166	and		EA	1
			Per Each CONSTRUCTION EXITS (INSTALL) (TY 1)			
15	TUDOT	0500000	for	dollars	SY	67
15	TXDUT	05066020	and		ST	67
			Per Square Yard TEMP SEDMT CONT FENCE (INSTALL & REMOVE)			
16	TXDOT	05066038	for		LF	772
			and Per Linear Foot	cents		
			IN SM RD SN SUP&AM TY10BWG(1)SA(T)			
17	TxDOT	06446004	for		EA	4
			and Per Each	cents		
			REFL PAV MRK TY II (W) 4" (SLD)			
18	TxDOT	06666170	for and		LF	4,95
			Per Linear Foot	centa		
			REFL PAV MRK TY II (W) 8" (SLD)	d - 11		
19	TxDOT	6666178	for and		LF	3,25
			Per Linear Foot			
			REFL PAV MRK TY II (W) 24" (SLD) for	dollars		
20	TxDOT	06666182	and		LF	18
			Per Linear Foot			
24	<b>+ -</b>	000	REFL PAV MRK TY II (W) (SYMBOL) for	dollars		
21	TOUXI	06666197	and		EA	13
			Per Each REFL PAV MRK TY II (Y) 4" (SLD)			
22	Typot	06666207	for	dollars	LF	3.05
22		0000207	and			2,95
			Per Linear Foot REFL PAV MRK TY II FIRE LANE STRIPING			
23			for		LF	5,15
			and Per Linear Foot	cents		
			CROSS-WALK STRIPING			
24			for		SY	25
			and Per	cents		
	1		PROTECTIVE FENCING TYPE A CHAIN LINK FENCE			
25	COA	610S-A	for and		LF	750
			and Per Linear Foot	cents		
			LEVEL SPREADER	21 Mar.		
26			for and	dollars cents	EA	1
			Per Each	cents		
			DITCH LINE SEDIMENT TRAP			
27			for and	dollars	EA	3
			Per Each			
			PARKING LOT BUMPER CURBS			
28	COA	4398-1	for and	dollars	EA	49
	1		Per Each		_	

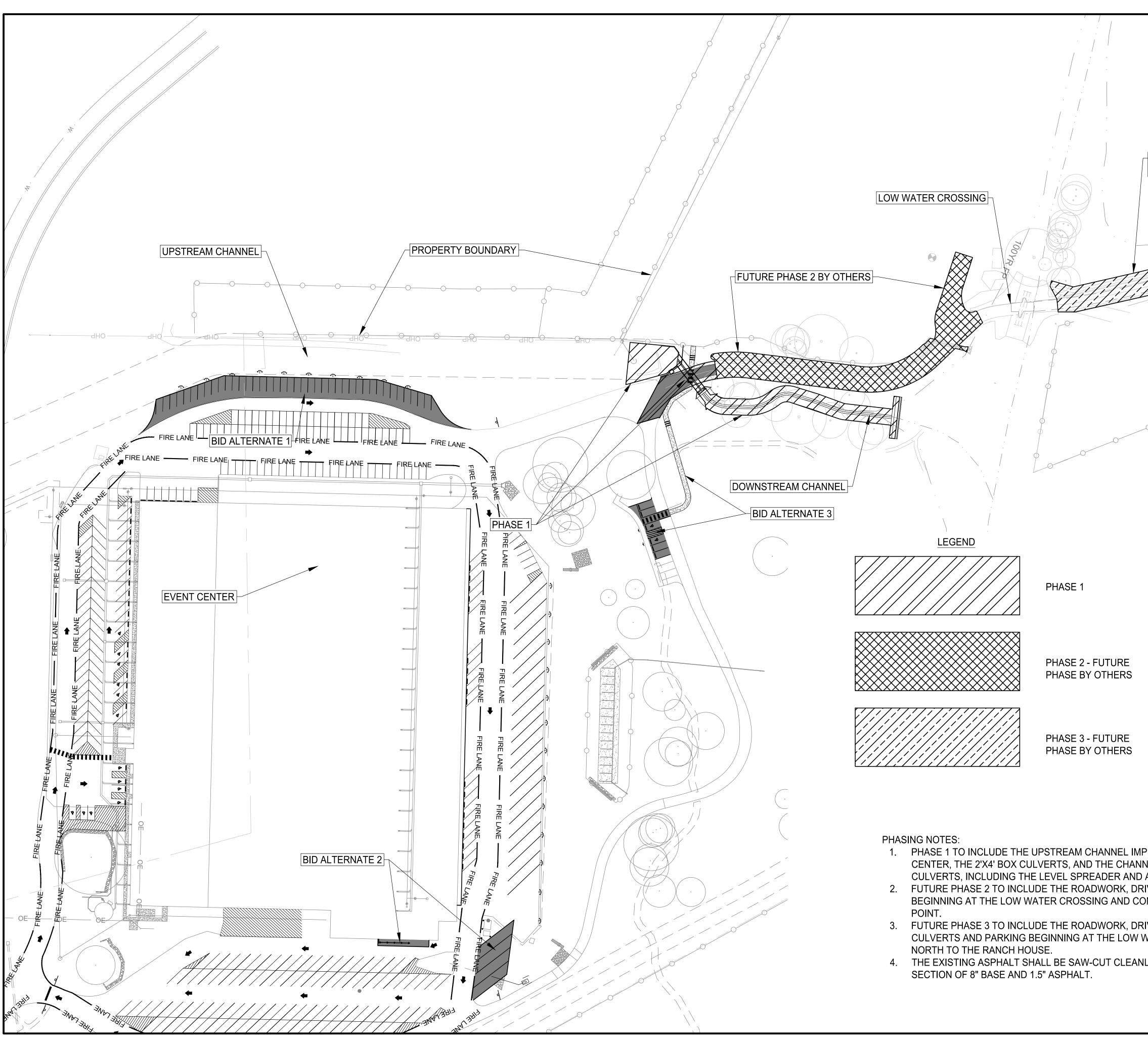
BID AL	TERNATE	1			
Bid					Approx
Item		SPEC	Description of Item with Unit Bid Price in Written Words	Unit	Qty
			PAV MRK TY II (W) 4" (SLD)		
B1-1	TXDOT	06666170	fordollars	LF	360
01 1	1,201	00000110	andcents		500
			Per		
			REFL PAV MRK TY II (Y) 4" (SLD)		
B1-2	TXDOT	06666207	fordollars	LF	380
012	TADOT	00000201	andcents	<b>_</b> .	500
			Per		
			FL BS (CMP IN PLC)(TY A GR 5)(6")		
B1-3	тхрот	02476388	fordollars	SY	1,080
010	1,201	021100000	andcents		2,000
			Per Square Yard		
			PRIME COAT (MULTI OPTION)		
B1-4	тхрот	03106001	fordollars	GAI	216
DI 4	TADOT	00100001	andcents	GAL	210
			Per		
			D-GR HMA(SQ) TY-C PG64-22		
B1-5	TXDOT	03406034	fordollars	SY	1,080
51 5		00-00004	andcents	51	1,000
			Per Square Yard		

Bid Item		SPEC	Description of Item with Unit Bid Price in Writ	ten Words	Unit	Appro Qty
			PREPARING ROW			
				dollars		
B2-1	TxDOT	01006001	for and		AC	0.15
			Per Acre	cents		
			REFL PAV MRK TY II (Y) 4" (SLD)			
				dollars	LF	
B2-2	TxDOT	06666207	for			170
			and Per	cents		
					-	
			FL BS (CMP IN PLC)(TY A GR 5)(6")	dollars		
B2-3	TxDOT	02476388	for		SY	350
			and	cents		
			Per Square Yard			
			PRIME COAT (MULTI OPTION)	de lle ne		
B2-4	TxDOT	03106001	for		GAL	70
			and	cents		
			Per			
			D-GR HMA(SQ) TY-C PG64-22		_	
B2-5	TXDOT	03406034	for		SY	350
			and	cents		
			Per Square Yard			
			RIPRAP (STONE PROTECTION)(18 IN)			
B2-6	TXDOT	04326033	for	dollars	SY	30
			andcents	50		
			Per Square Yard			
			RC PIPE (CL III)(24 IN)			
B2-7	турот	04646005	for	dollars	LF	40
02 7	1,001	04040000	and	cents		
			Per Linear Foot			
			SET (TY I) (24 IN) (3: 1) (C)			
B7-8	TYDOT	04676005	for	dollars	EA	1
DZ-0	TXDOT	04070005	and	cents	LA	1
			Per Each			
			REMOV STR (HEADWALL)			
B2-9	TYDOT	04966006	for	dollars	EA	1
BZ-9	TXDUT	04900000	and	conto	EA	1
			Per Each			
			BOLLARDS			
D2 10			for	dollars		4
B2-10			and		EA	4
			Per Each			
			RELOCATE ELECTRICAL HOOKUPS			
D2 44			for	dollars		-
B2-11			and		EA	2
			Per Each			
			ASPHALT VALLEY GUTTER AND RETAINING WALL			
			for	dollars		
B2-12			and		LS	1
			Per Lump Sum			

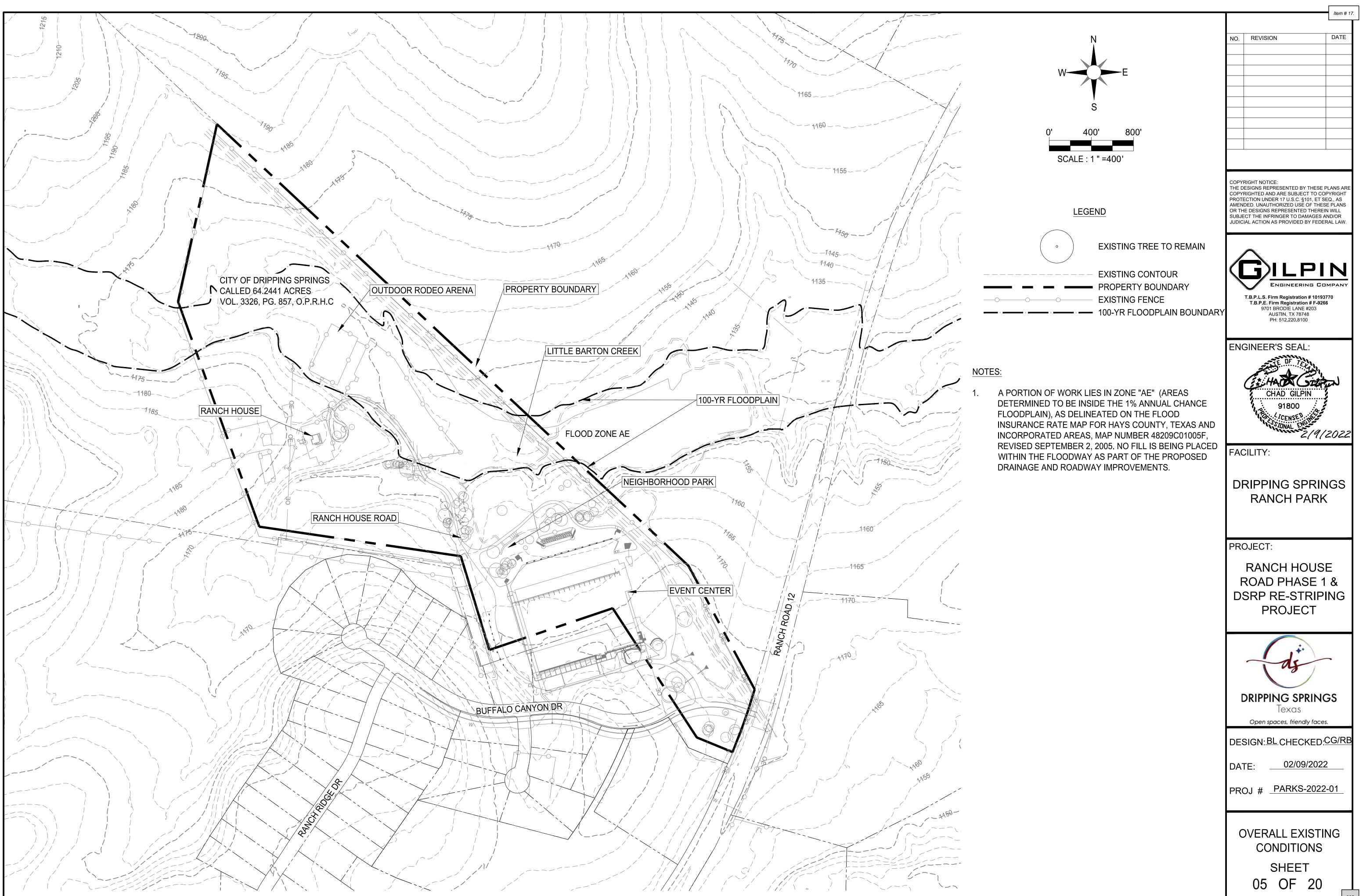
BID AL	TERNATE	3			
Bid					Approx
Item		SPEC	Description of Item with Unit Bid Price in Written Words	Unit	Qty
			REFL PAV MRK TY II (W) 4" (SLD)		
<b>D2</b> 4	T DOT	00000470	fordollars	1	150
B3-1	TXDOT	06666170	andcents	LF	150
			Per		
			REFL PAV MRK TY II (W) (SYMBOL)		
<b>D</b> 2 2	TUDOT	06666197	fordollars		2
B3-2	TXDUT	00000197	andcents	EA	2
			Per		
			FL BS (CMP IN PLC)(TY A GR 5)(6")		
B3-3	TYDOT	02476388	fordollars	SY	190
03-3	TXDOT	024/0300	andcents	51	190
			Per Square Yard		
			PRIME COAT (MULTI OPTION)		
B3-4	TYDOT	03106001	fordollars	GAL	38
03-4	TXDOT	03100001	andcents	GAL	30
			Per		
			D-GR HMA(SQ) TY-C PG64-22		
B3-5	TYDOT	03406034	fordollars	SY	190
05-5	TADOT	03400034	andcents	51	150
			Per Square Yard		
			CROSS-WALK STRIPING	_	
B3-6			fordollars	SY	10
05 0			andcents		10
			Per		
			CONC SIDEWALKS (4")	_	
B3-7	турот	05316001	fordollars	SY	150
00 /	1,201	00010001	andcents		150
			Per Square Yard		
			SIDEWALK BOX CULVERT		
B3-8	TXDOT	05316001	fordollars	EA	2
000		20010001	andcents		2
			Per Each		
			PARKING LOT BUMPER CURBS		
B3-9	COA	439S-1	fordollars	EA	6
555			andcents	-	
			Per Each		

ltem # 17.

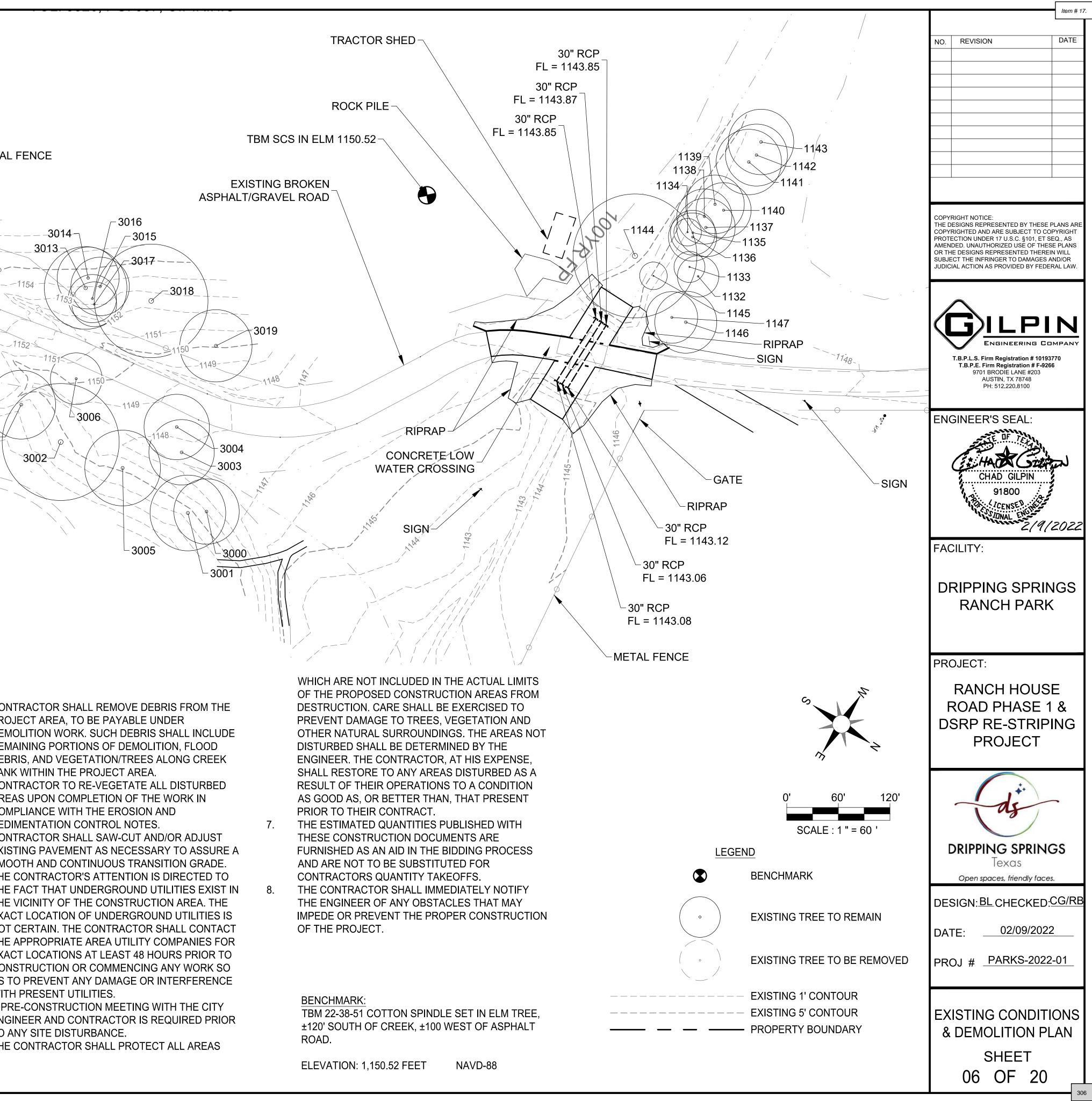
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	<b>T.B.P.L.S. Firm Registration # 10193</b> <b>T.B.P.E. Firm Registration # F-926</b> 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100	770
EN	GINEER'S SEAL:	2022
FAC	CILITY:	
DI	RIPPING SPRIN RANCH PARK	
F	DJECT: RANCH HOUS ROAD PHASE 1 SRP RE-STRIP PROJECT	&
	dj	1
[	DRIPPING SPRING	
DE	Open spaces, friendly faces	
	TE: <u>02/09/2022</u> OJ # <u>PARKS-2022</u>	
	SCHEDULE OF QUANTITIES SHEET 03 OF 20	



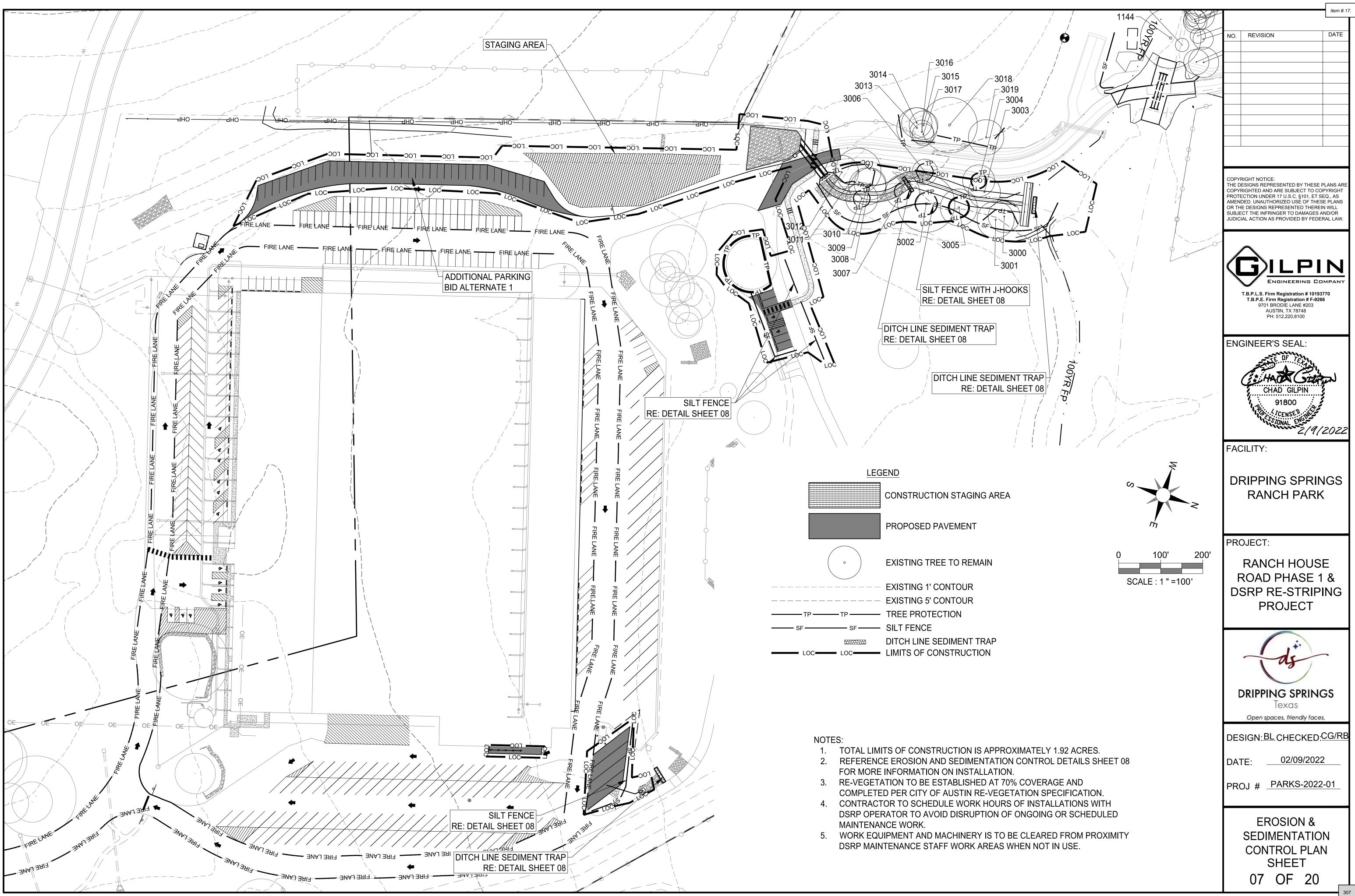
	ltem # 17.
	NO. REVISION DATE
FUTURE PHASE 3 BY OTHERS	COPYRIGHT NOTICE: THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.
	T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100 ENGINEER'S SEAL: CHAD GILPIN 91800 VIENCENSE UNAL ENGINEER'S CENSE CHAD GILPIN 91800 VIENCENSE UNAL ENGINEER'S CENSE CONSE VIENCE
	DRIPPING SPRINGS RANCH PARK PROJECT: RANCH HOUSE ROAD PHASE 1 &
SCALE : 1 " =120'	DSRP RE-STRIPING PROJECT
PROVEMENTS WEST OF THE EVENT NEL DOWNSTREAM OF THE BOX ASSOCIATED GRADING. IVEWAY, AND ROADSIDE DITCHES ONTINUING SOUTH TO TO THE TIE-IN	DESIGN: <u>BL</u> CHECKED: <u>CG/RB</u> DATE: <u>02/09/2022</u> PROJ # <u>PARKS-2022-01</u>
WATER CROSSING AND CONTINUING	PHASING PLAN SHEET 04 OF 20 304

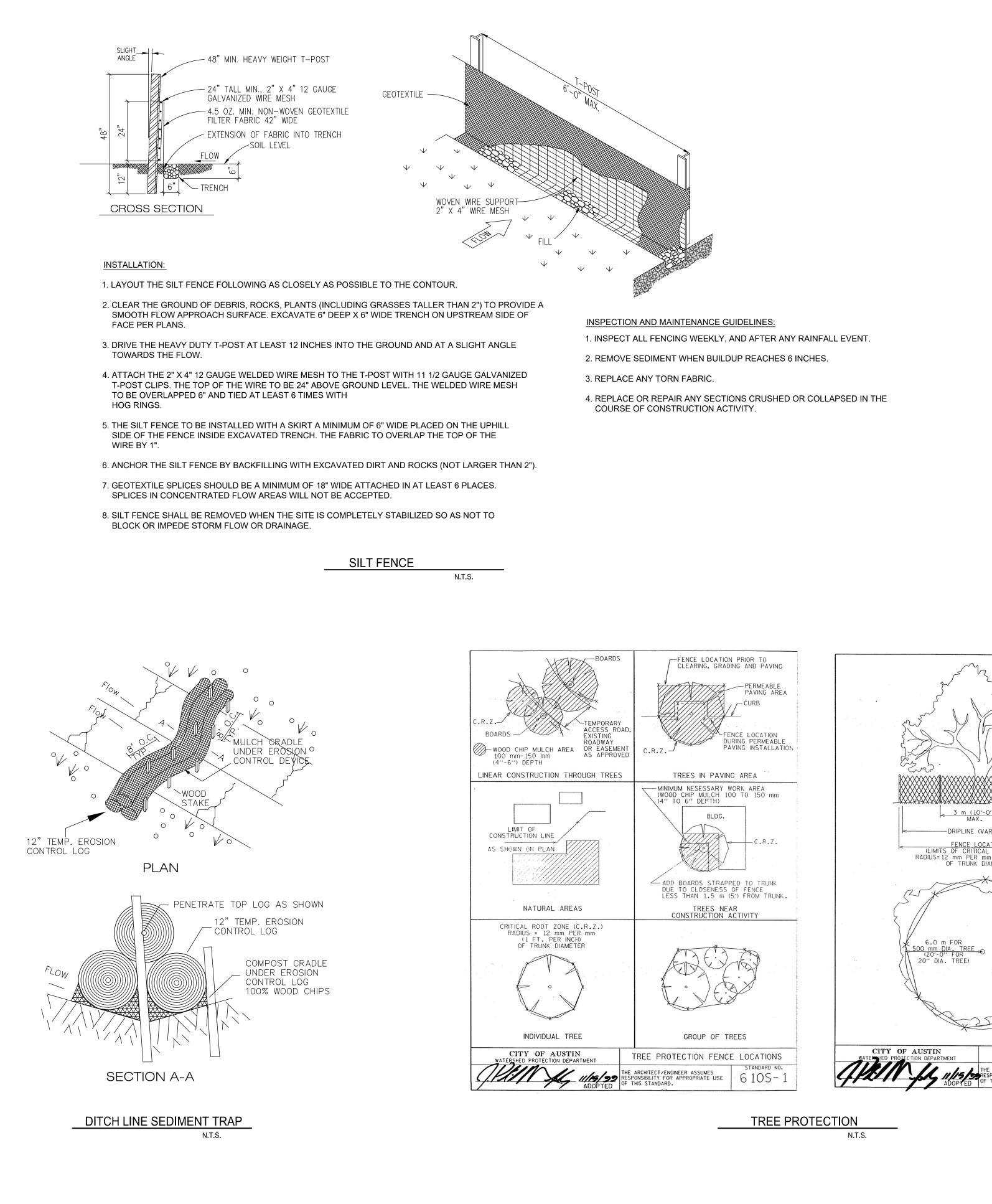


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	TREE TABLE					NEIGHBORHO	DOD PARK	
	TREE TABLE			TAG NO.	DESCRIPTION	NEIGHBORHO STATUS	DOD PARK	
TAG NO.	DESCRIPTION	STATUS		3008	DESCRIPTION 19" LIVE OAK	NEIGHBORHO STATUS P	DOD PARK	<u>ГЕS:</u> СО1
TAG NO. 1132	DESCRIPTION 12" LIVE OAK	Р		3008 3009	DESCRIPTION 19" LIVE OAK 22" LIVE OAK	NEIGHBORHO STATUS P P	DOD PARK	<u>res:</u> con pro
TAG NO.	DESCRIPTION			3008	DESCRIPTION 19" LIVE OAK	NEIGHBORHO STATUS P	DOD PARK	<u>res:</u> Con Pro Den Ren
TAG NO. 1132 1133	DESCRIPTION 12" LIVE OAK 9" LIVE OAK	P P		3008 3009 3010	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 19" LIVE OAK	NEIGHBORHO STATUS P P P P P	DOD PARK	TES: CON PRO DEN REN DEE
TAG NO. 1132 1133 1134 1135 1136	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 14" LIVE OAK	P P P P P		3008 3009 3010 3011 3012 3013	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 19" LIVE OAK 27" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10")	NEIGHBORHO STATUS P P P P P P P P	DOD PARK	TES: CON PRO DEN REN DEE BAN CON
TAG NO. 1132 1133 1134 1135 1136 1137	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM	P P P P P P		3008         3009         3010         3011         3012         3013         3014	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 27" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK	NEIGHBORHO STATUS P P P P P P P P P P	DOD PARK	T <u>ES:</u> CON PRC DEN REN DEE BAN CON ARE
TAG NO.         1132         1133         1134         1135         1136         1137         1138	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK	P P P P P P P		3008         3009         3010         3011         3012         3013         3014         3015	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (13",8")	NEIGHBORHO STATUS P P P P P P P P P P P P P	NOT         1.         2.	TES: CON PRC DEN REN DEE BAN CON ARE CON
TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 17" LIVE OAK	P P P P P P		3008         3009         3010         3011         3012         3013         3014	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 27" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P	DOD PARK	TES: CON PRO DEN DEE BAN CON ARE CON SED CON
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TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 17" LIVE OAK 16" LIVE OAK	P P P P P P P P P		3008         3009         3010         3011         3012         3013         3014         3015         3016         3017	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 19" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (13",8") 14" LIVE OAK (13",8") 14" LIVE OAK 33" LIVE OAK 21" LIVE OAK (14",13")	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOT         1.         2.	TES: CON PRO DEN DEN CON ARE CON SED CON EXIS SMO THE
TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140         1141         1142         1143	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 17" LIVE OAK 16" LIVE OAK 19" LIVE OAK 19" LIVE OAK	P P P P P P P P P P P P		3008         3009         3010         3011         3012         3013         3014         3015         3016         3017         3018         3019         3020	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 19" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (14",10") 18" LIVE OAK (13",8") 14" LIVE OAK 33" LIVE OAK 21" LIVE OAK (14",13") 21" LIVE OAK (14",13")	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOT         1.         2.         3.	TES: CON PRO DEN DEN CON ARE CON SED CON SED CON SED CON SED CON SED CON SED CON
TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140         1141         1142         1143         1144	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 16" LIVE OAK 16" LIVE OAK 19" LIVE OAK 19" LIVE OAK 36" LIVE OAK	P P P P P P P P P P P P P P P P P P P		3008         3009         3010         3011         3012         3013         3014         3015         3016         3017         3018         3019         3020         3021	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 19" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (14",10") 18" LIVE OAK (13",8") 14" LIVE OAK 33" LIVE OAK 21" LIVE OAK (14",13") 21" LIVE OAK (14",13") 14" LIVE OAK (14",13")	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOT         1.         2.         3.	TES: CON PRO DEM DEM CON ARE CON SED CON SED CON EXIS SMO THE THE EXA
TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140         1141         1142         1143         1144         1145	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 16" LIVE OAK 16" LIVE OAK 19" LIVE OAK 18" LIVE OAK 36" LIVE OAK 8" TREE	P P P P P P P P P P P P P P P P P P P		3008         3009         3010         3011         3012         3013         3014         3015         3016         3017         3018         3019         3020         3021         3022	DESCRIPTION           19" LIVE OAK           22" LIVE OAK           19" LIVE OAK           22" LIVE OAK           19" LIVE OAK           27" LIVE OAK           20" CEDAR ELM (16",7")           24" LIVE OAK (14",10")           18" LIVE OAK (14",10")           18" LIVE OAK (13",8")           14" LIVE OAK           33" LIVE OAK           33" LIVE OAK (14",13")           21" LIVE OAK (14",13")           21" LIVE OAK (14",13")           14" LIVE OAK           13" LIVE OAK (14",13")           14" LIVE OAK           13" LIVE OAK (14",13")           14" LIVE OAK           13" LIVE OAK           13" LIVE OAK	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOT         1.         2.         3.	TES: CON PRO DEN DEN CON ARE CON SED CON SED CON EXIS SMO THE THE THE THE THE
TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140         1141         1142         1143         1144	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 16" LIVE OAK 16" LIVE OAK 19" LIVE OAK 19" LIVE OAK 36" LIVE OAK	P P P P P P P P P P P P P P P P P P P		3008         3009         3010         3011         3012         3013         3014         3015         3016         3017         3018         3019         3020         3021	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 19" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (14",10") 18" LIVE OAK (13",8") 14" LIVE OAK 33" LIVE OAK 21" LIVE OAK (14",13") 21" LIVE OAK (14",13") 14" LIVE OAK (14",13")	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOT         1.         2.         3.	TES: CON PRO DEN DEN DEN CON SED CON SED CON SED CON SED CON SED THE THE THE THE EXA
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### GUIDELINES FOR DESIGN AND TEMPORARY EROSION AND SEDIMI

TYPE OF STRUCTURE	REACH LENGTH	MAXIMUM DRAINAGE AREA	SLOPE
SILT FENCE	N/A	2 ACRES	0 - 10%
	200 FEET	2 ACRES	10 - 20%
	100 FEET	1 ACRE	20 - 30%
	50 FEET	1/2 ACRE	> 30%
TRIANGLE FILTER DIKE	100 FEET	1/2 ACRE	< 30% SLOPE
	50 FEET	1/4 ACRE	> 30% SLOPE
ROCK BERM *, **	500 FEET	< 5 ACRES	0 - 10%

\* FOR ROCK BERM DESIGN WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATIONS AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW. \*\* HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF GEORGETOWN.

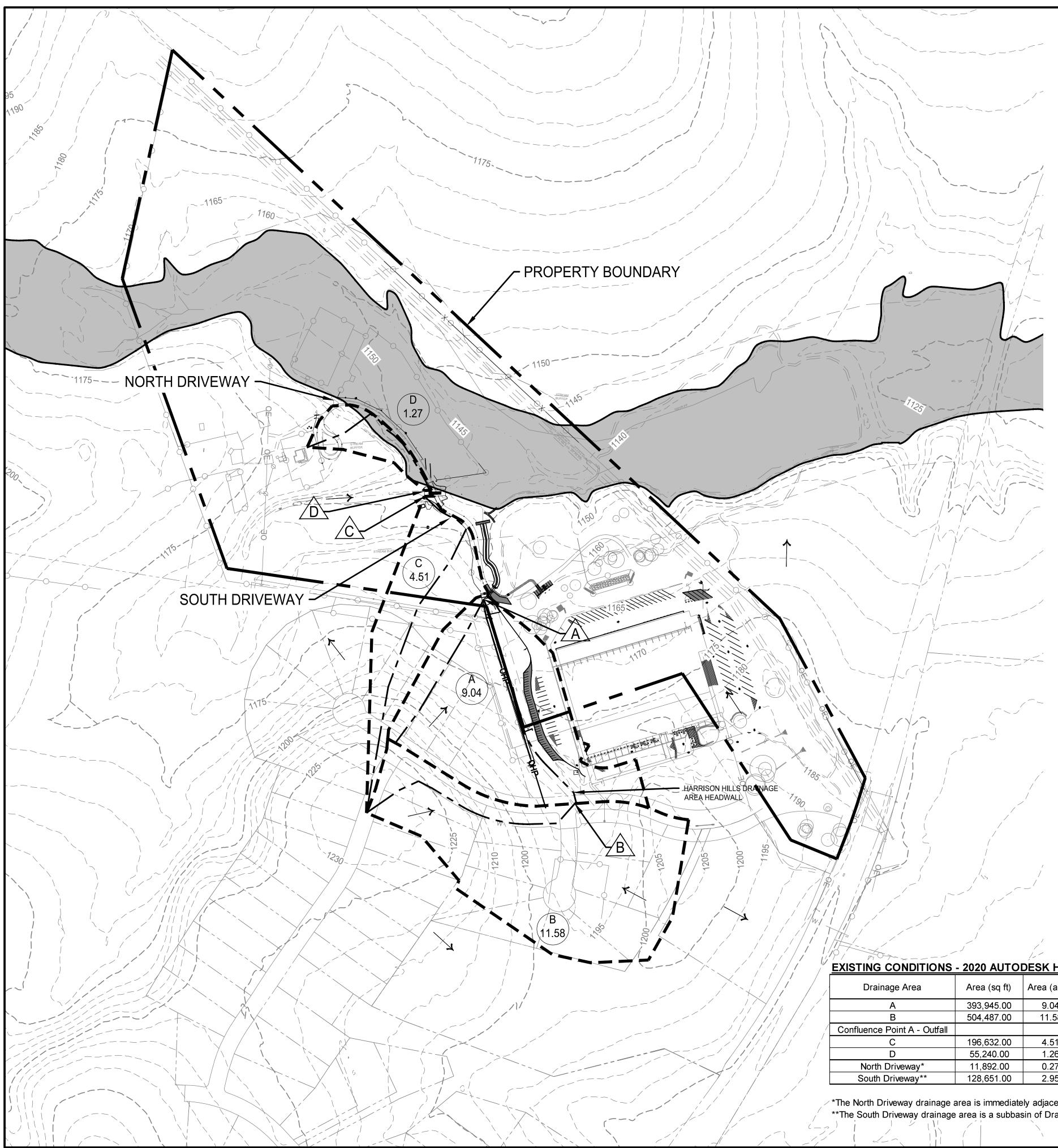
> EROSION & SEDIMENTATION CONTROL GUIDELINES N.T.S.

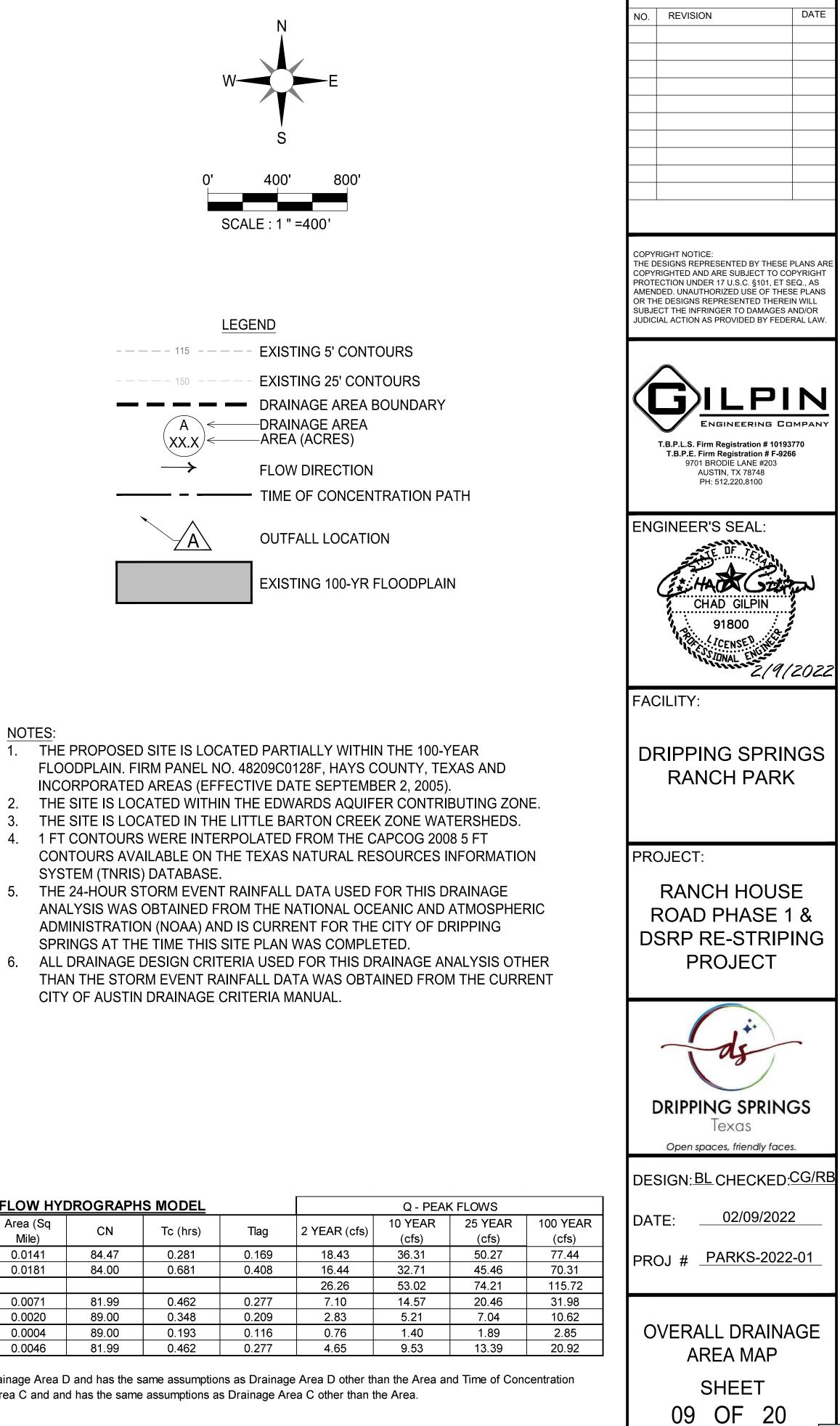
- CHAIN LINK FENCE 254 <u>3 m (10'-0'')</u> MAX. \_\_\_\_\_1.5 m (5'-0'') -DRIPLINE (VARIES) ----FENCE LOCATION (LIMITS OF CRITICAL ROOT ZONE) RADIUS=12 mm PER mm (1 ft PER in) OF TRUNK DIAMETER CRITICAL ROOT ZONE DRIPLINE -TREE PROTECTION FENCE TREE PROPTECTION FENCE TYPE A - CHAIN LINK STANDARD NO. THE ARCHITECT/ENGINEER ASSUMES ADOPTED OF THIS STANDARD.

ltem # 17.

INSTALLATION OF
ENTATION CONTROLS

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	<b>Solution</b> <b>ENGINEERING CO</b> <b>T.B.P.L.S. Firm Registration # 10193</b> <b>T.B.P.E. Firm Registration # F-926</b> 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100	770
ENG	GINEER'S SEAL:	2022
FAC	CILITY:	
Dł	RIPPING SPRIN RANCH PARK	
F	DJECT: RANCH HOUS ROAD PHASE 1 SRP RE-STRIP PROJECT	&
	dz	-
	DRIPPING SPRING	GS
	Open spaces, friendly faces	
	SIGN: <u>BL</u> CHECKED: 102/09/2022	
	DJ # PARKS-2022	
(	EROSION & SEDIMENTATIO CONTROL DETAI SHEET 08 OF 20	





### NOTES:

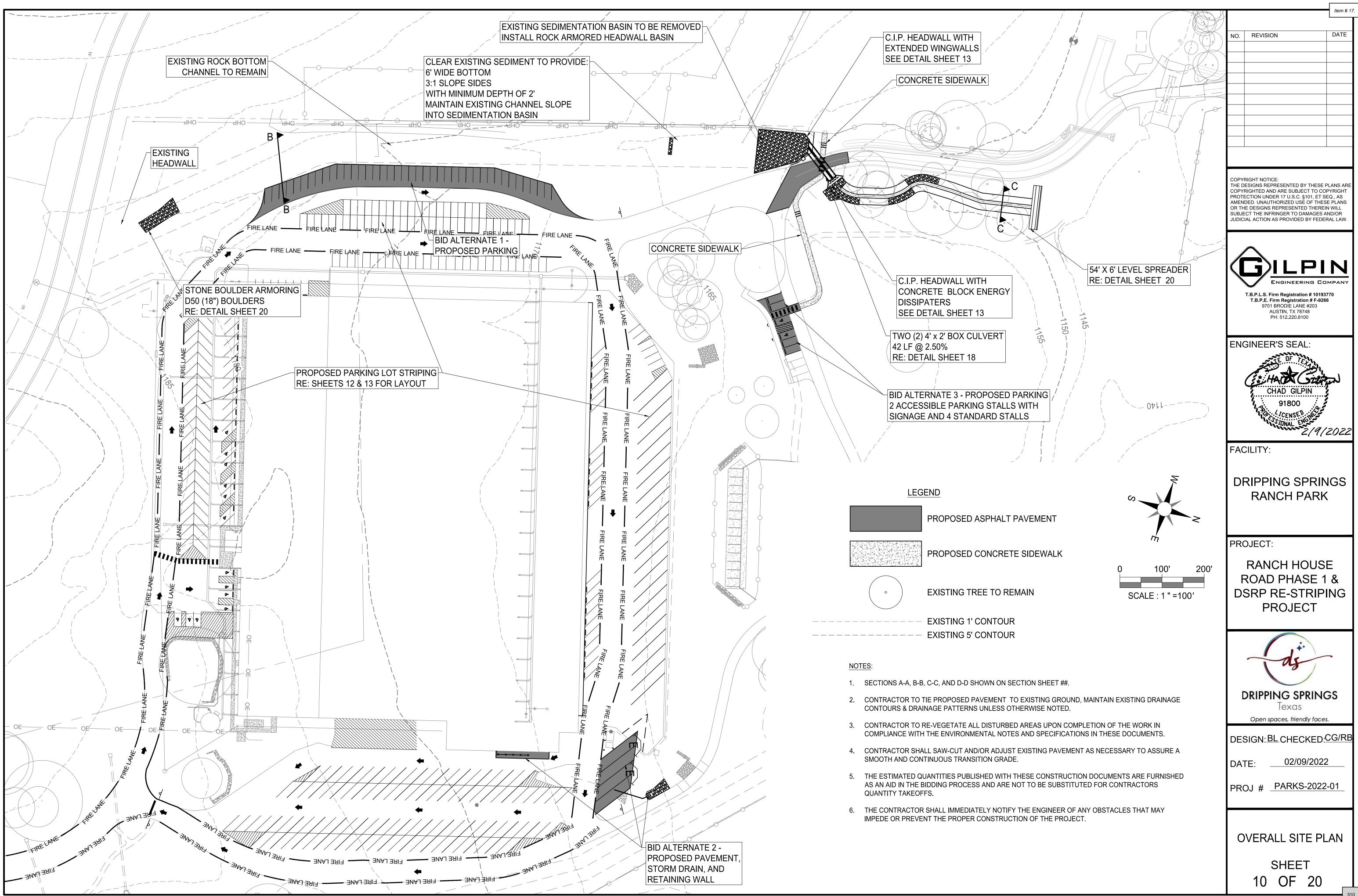
- 3.
- 4 SYSTEM (TNRIS) DATABASE.
- 5.
- 6.

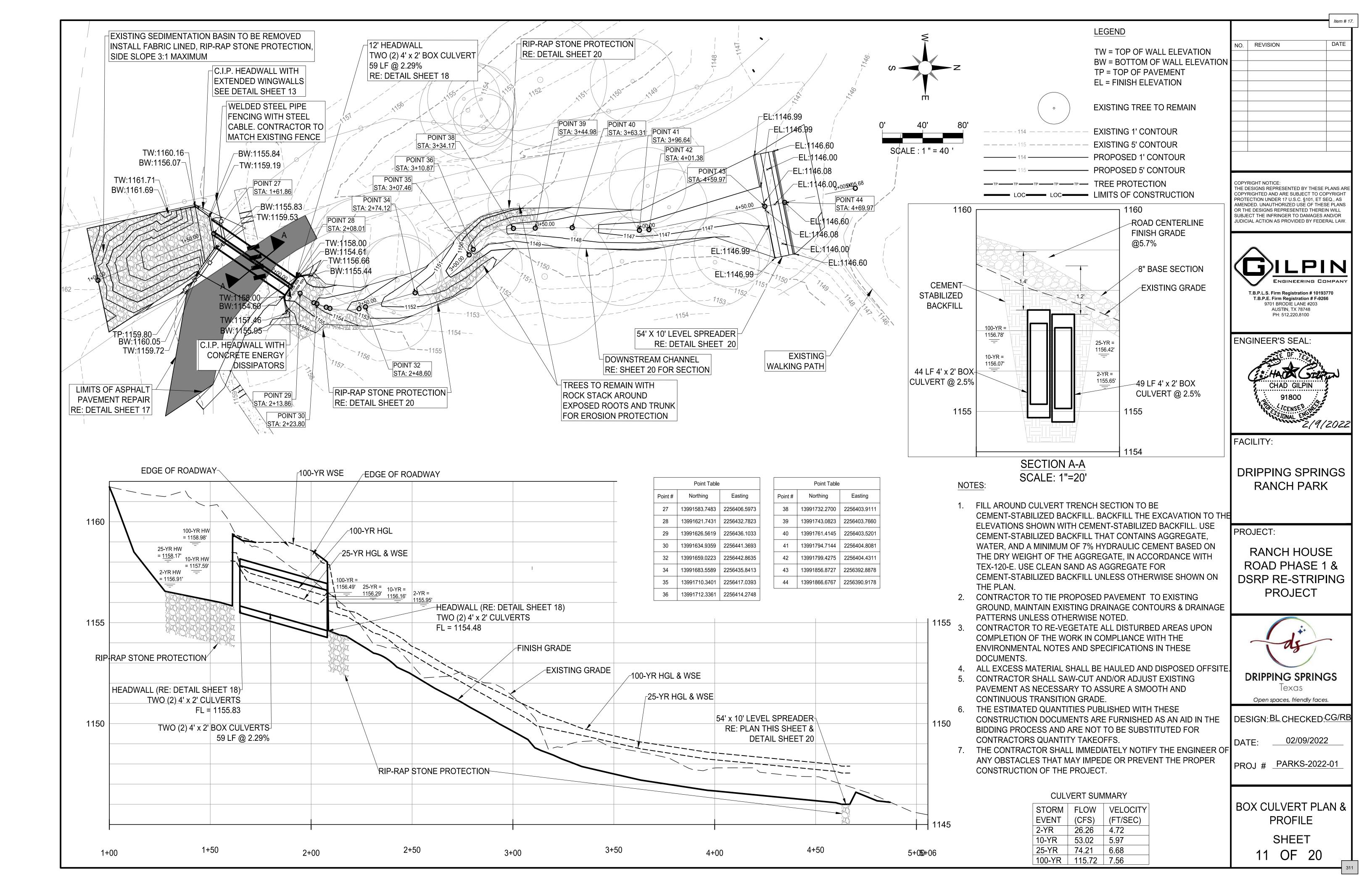
### **EXISTING CONDITIONS - 2020 AUTODESK HYDRAFLOW HYDROGRAPHS MODEL**

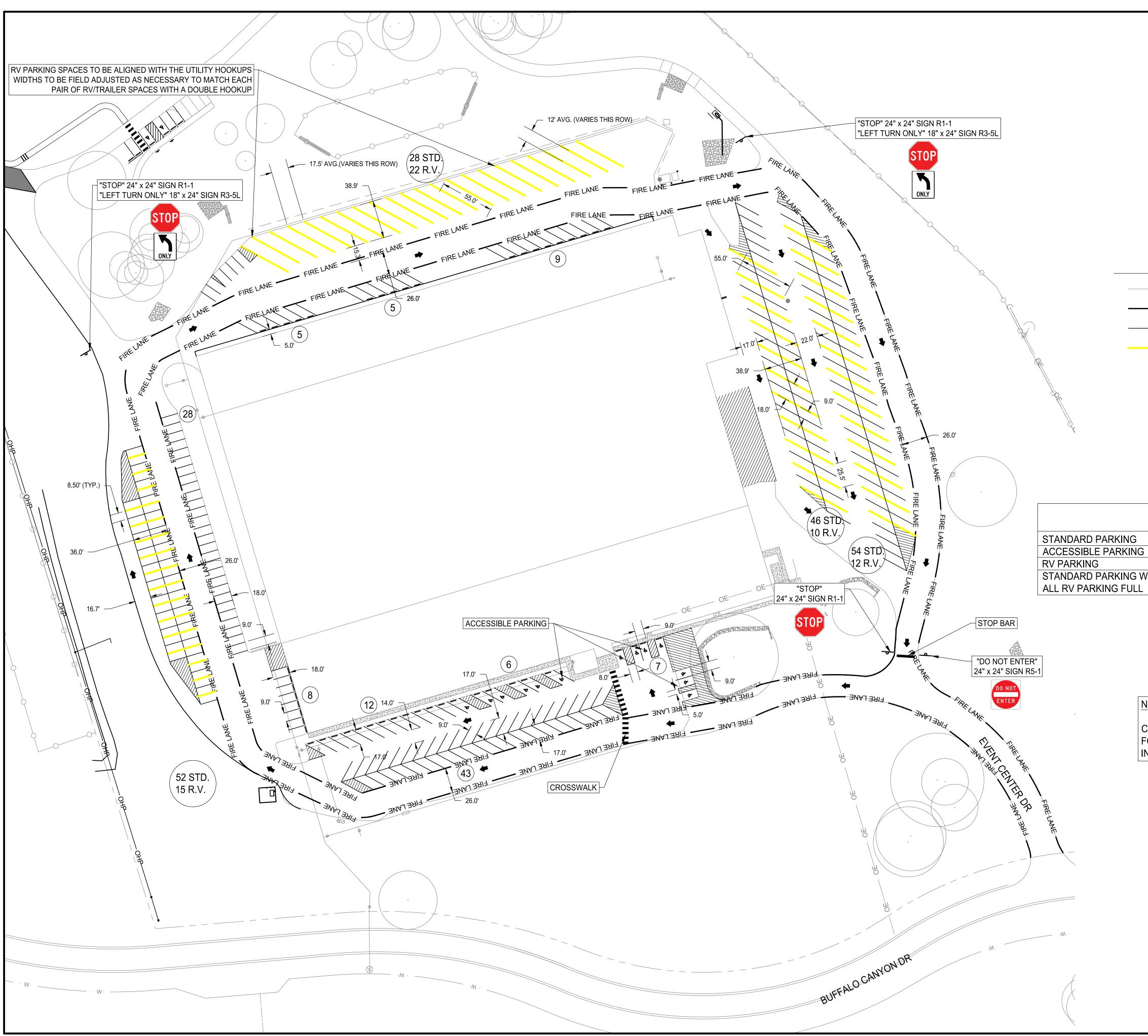
Drainage Area	Area (sq ft)	Area (acres)	Area (Sq Mile)	CN	Tc (hrs)	
A	393,945.00	9.044	0.0141	84.47	0.281	(
В	504,487.00	11.581	0.0181	84.00	0.681	(
Confluence Point A - Outfall						
С	196,632.00	4.514	0.0071	81.99	0.462	(
D	55,240.00	1.268	0.0020	89.00	0.348	(
North Driveway*	11,892.00	0.273	0.0004	89.00	0.193	(
South Driveway**	128,651.00	2.953	0.0046	81.99	0.462	(

\*The North Driveway drainage area is immediately adjacent to Drainage Area D and has the same assumptions as Drainage Area D other than the Area and Time of Concentration \*\*The South Driveway drainage area is a subbasin of Drainage Area C and and has the same assumptions as Drainage Area C other than the Area.

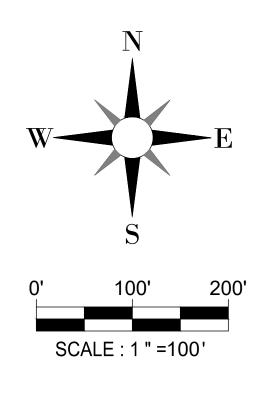
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### LEGEND

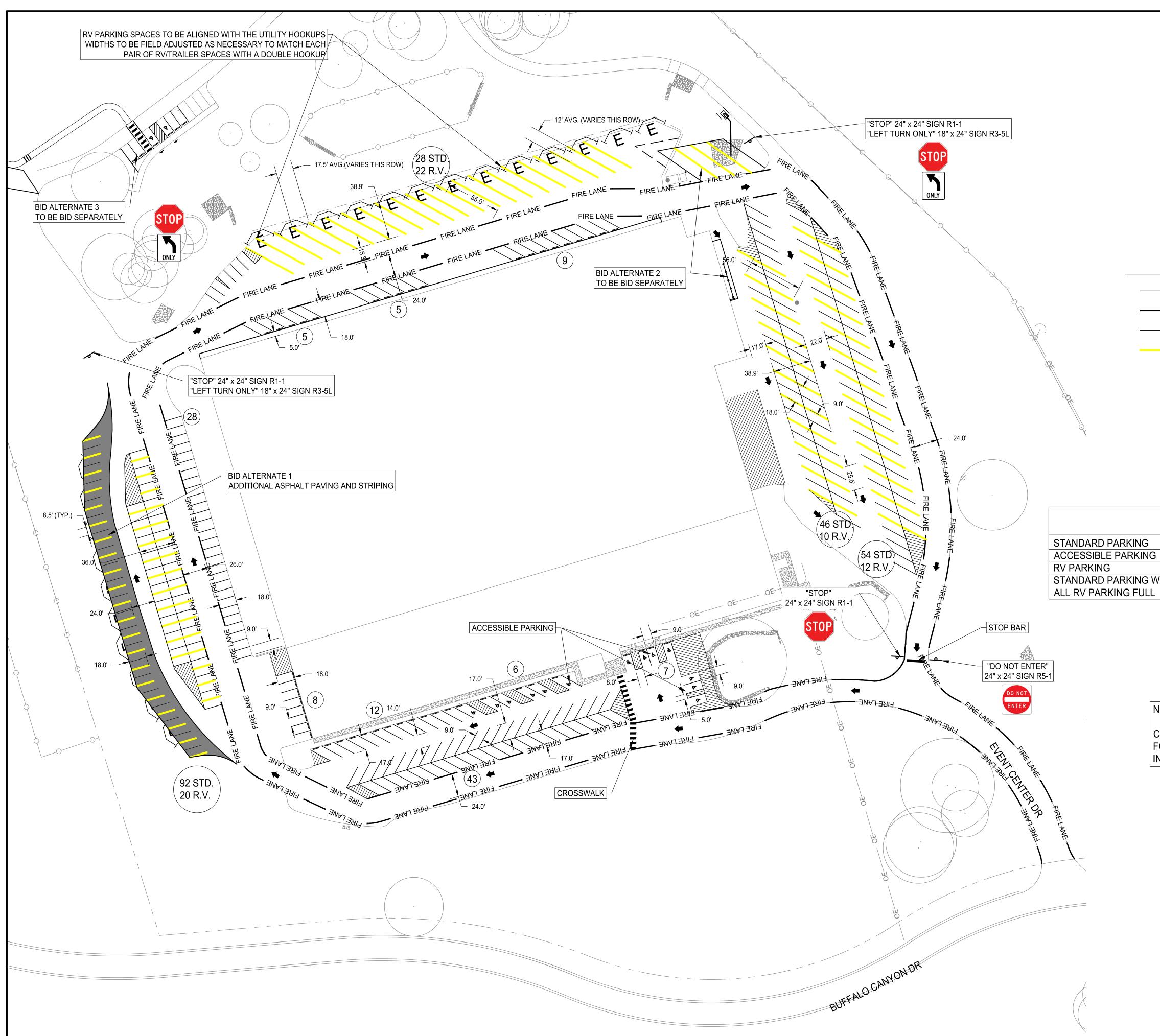
- -
- ROW — FIRE LANE — FIRE LANE (NO PARKING) – PARKING STRIPE RV YELLOW PARKING STRIPE TRAFFIC FLOW

	EXISTING	BASE BID	BID	BID	BID	TOTAL
	LAYOUT	LAYOUT	ALT 1	ALT 2	ALT 3	BUILD
	334	268	+40	_	+4	312
ì	14	13	-	-	+2	15
	26	58	+5	+4	-	67
VITH	286	128	-	-	+4	132

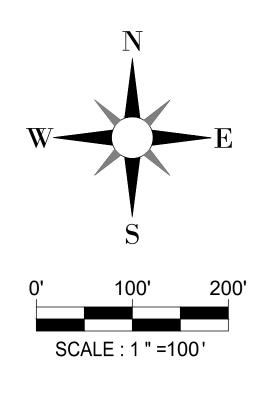
NOTE:

CONTRACTOR TO MARK PARKING LAYOUT FOR INSPECTION BY ENGINEER PRIOR TO INSTALLATION OF PERMANENT STRIPING.

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	<b>Solution</b> <b>ENGINEERING CO</b> <b>T.B.P.L.S. Firm Registration # 10193</b> <b>T.B.P.E. Firm Registration # F-926</b> 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100	770
ENC	GINEER'S SEAL:	
1	HACCE	-
	CHAD GILPIN 91800	
	CENSED WAS	
	• •	2022
FAC	CILITY:	
DF	RIPPING SPRIN RANCH PARK	
PR	DJECT:	
	RANCH HOUS	<b>_</b>
F	ROAD PHASE 1	
DS	SRP RE-STRIP	ING
	PROJECT	
	de	~
	Ú	
۵	DRIPPING SPRING	GS
	Open spaces, friendly face	S.
DES	SIGN: <u>BL</u> CHECKED:	CG/RB
DAT	re: 02/09/2022	2
	<b>—</b>	
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	DSRP RESTRIPIN PLAN - BASE BI	
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- \_\_\_\_\_ -
- ROW ----- FIRE LANE (NO PARKING) – PARKING STRIPE RV YELLOW PARKING STRIPE TRAFFIC FLOW

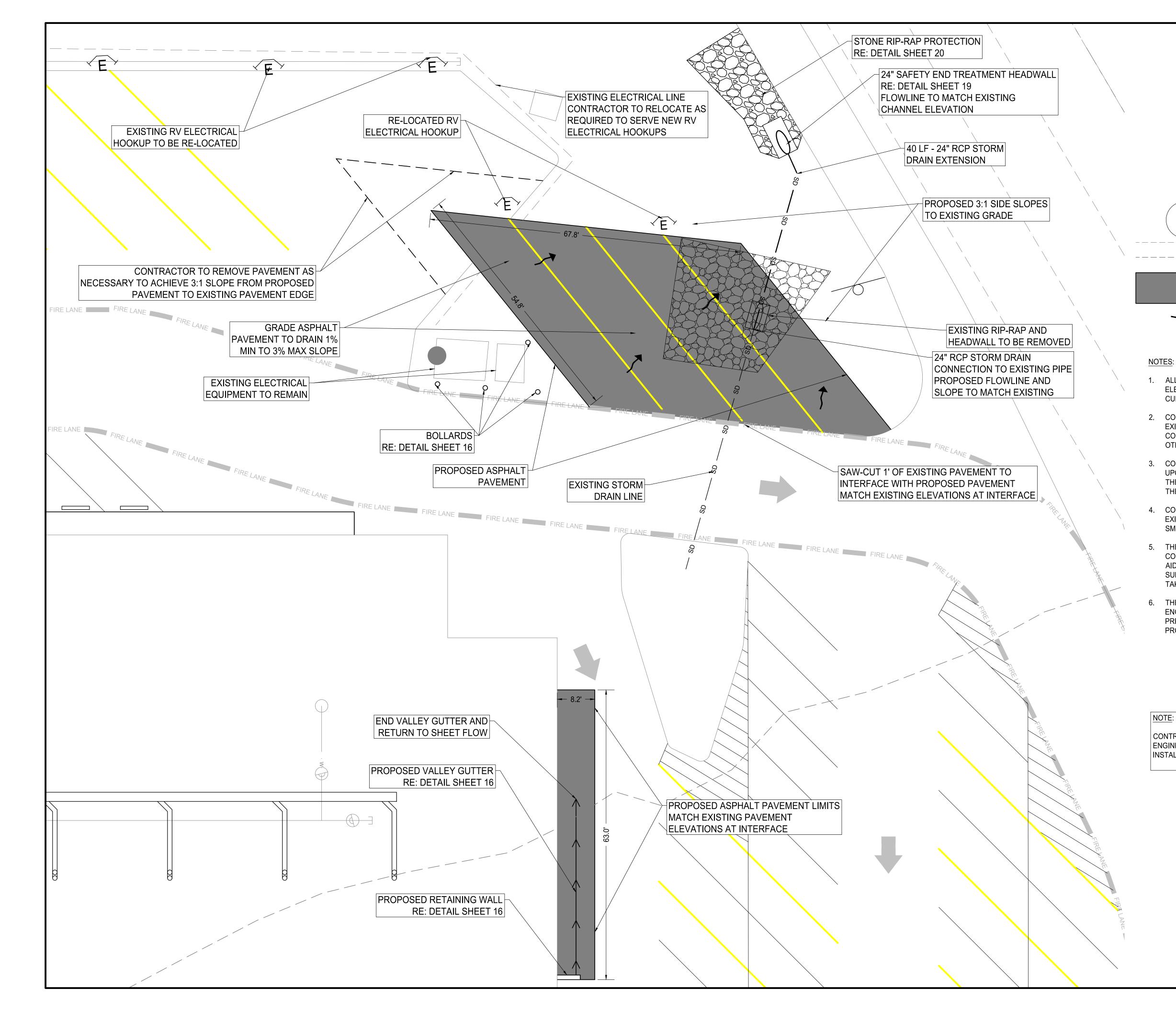
	EXISTING	BASE BID	BID	BID	BID	TOTAL
	LAYOUT	LAYOUT	ALT 1	ALT 2	ALT 3	BUILD
	334	268	+40	_	+4	312
ì	14	13	-	-	+2	15
	26	58	+5	+4	-	67
VITH	286	128	-	-	+4	132

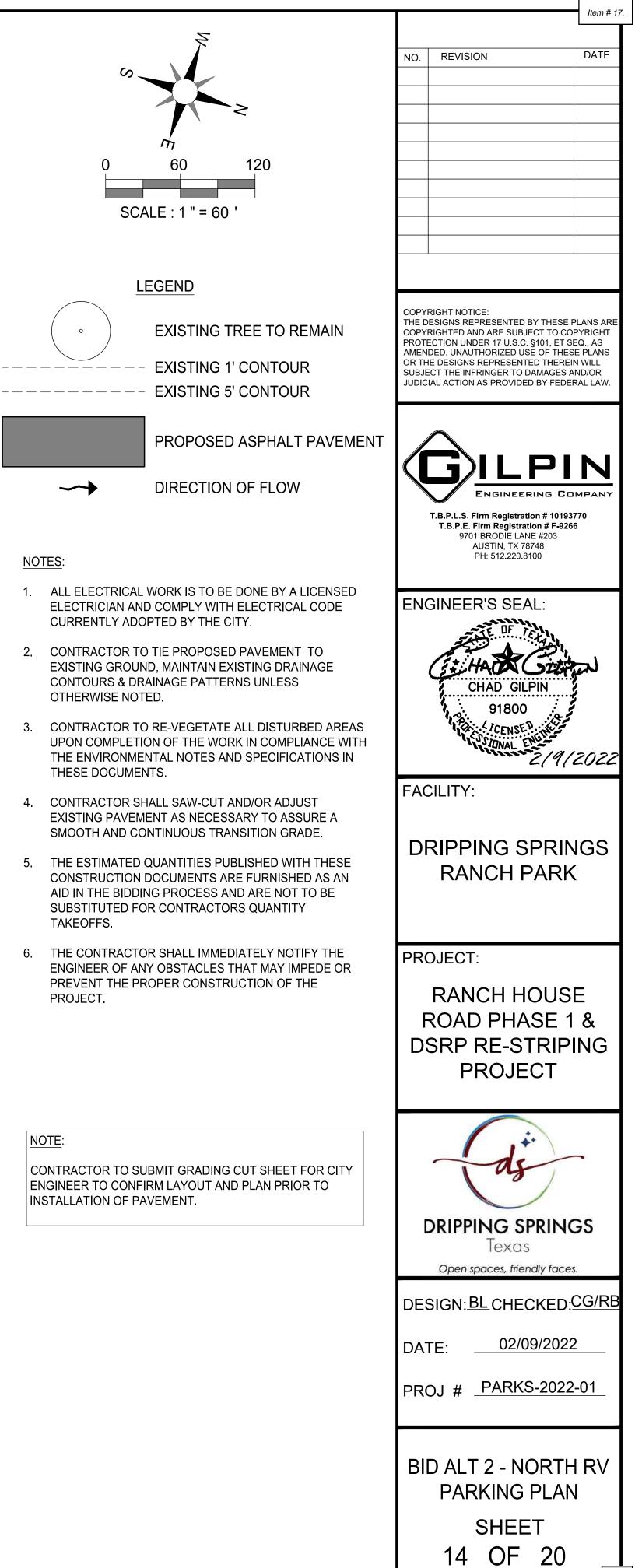
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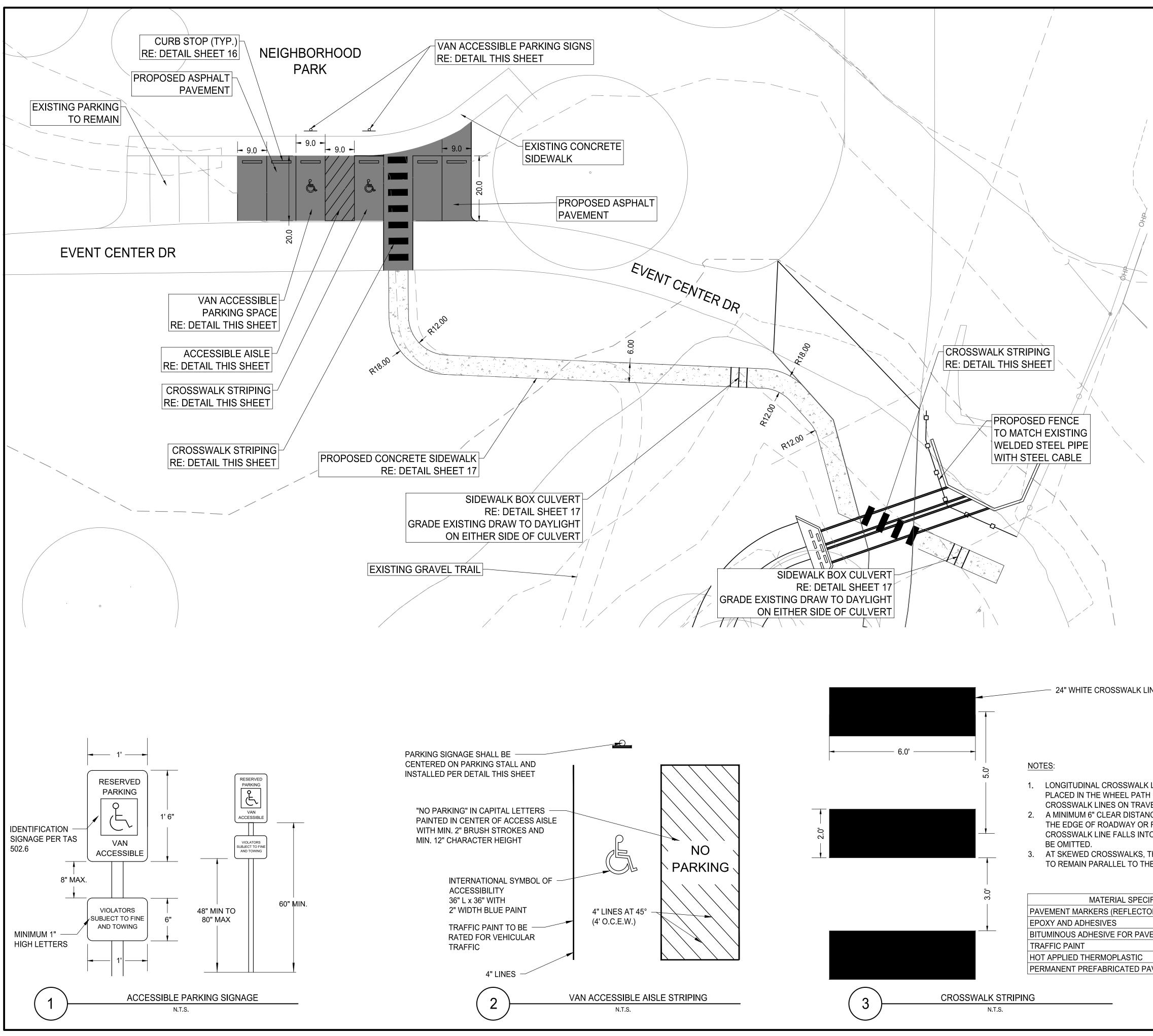
CONTRACTOR TO MARK PARKING LAYOUT FOR INSPECTION BY ENGINEER PRIOR TO INSTALLATION OF PERMANENT STRIPING.

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	<b>Solution</b> <b>ENGINEERING CO</b> <b>T.B.P.L.S. Firm Registration # 10193</b> <b>T.B.P.E. Firm Registration # F-926</b> 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100	770
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FAC	CILITY:	
DF	RIPPING SPRIN RANCH PARK	
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	Open spaces, friendly faces	5.
DES	SIGN: <u>BL</u> CHECKED:	CG/RB
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PRO	DJ #PARKS-2022	-01_
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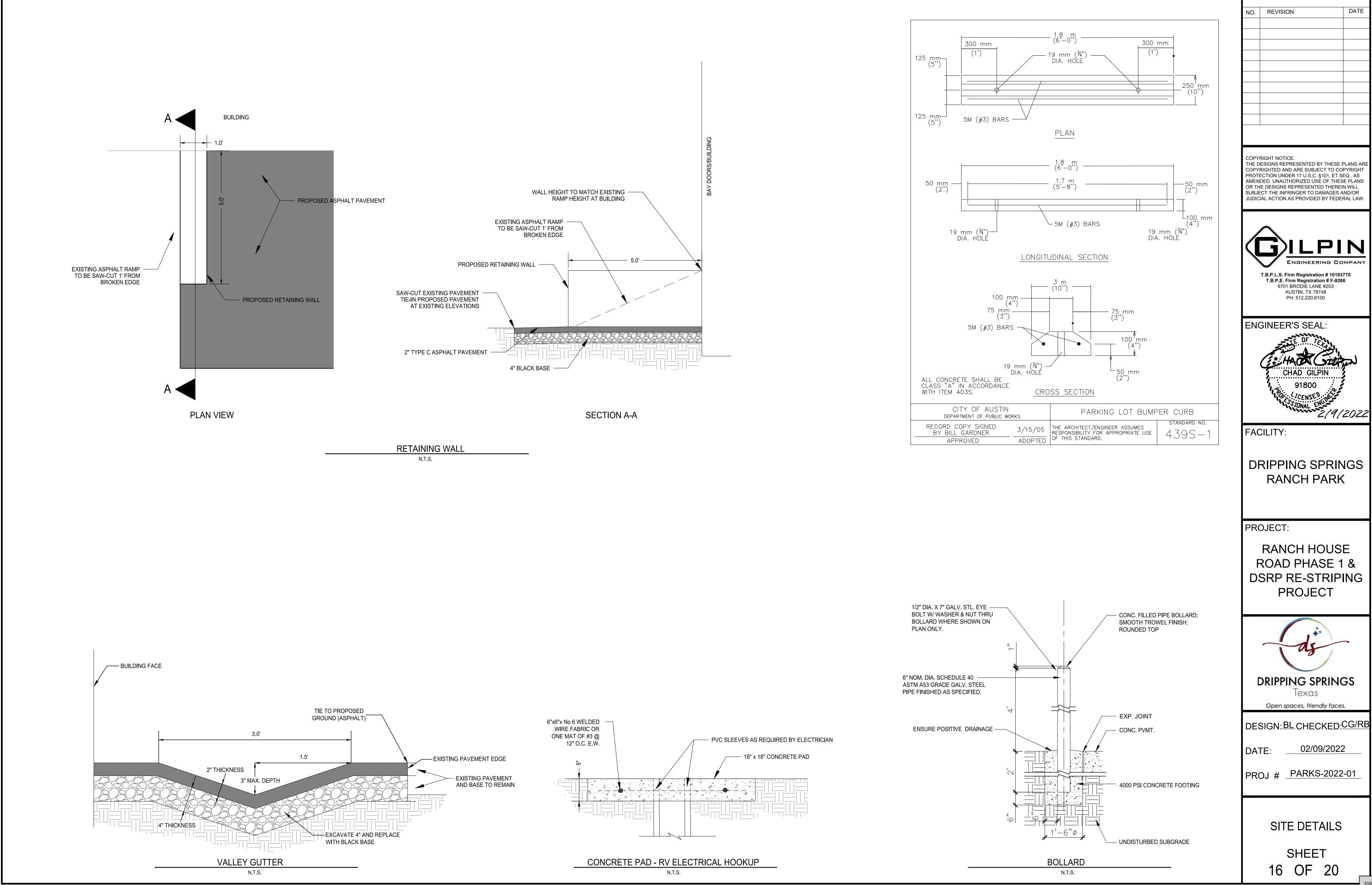
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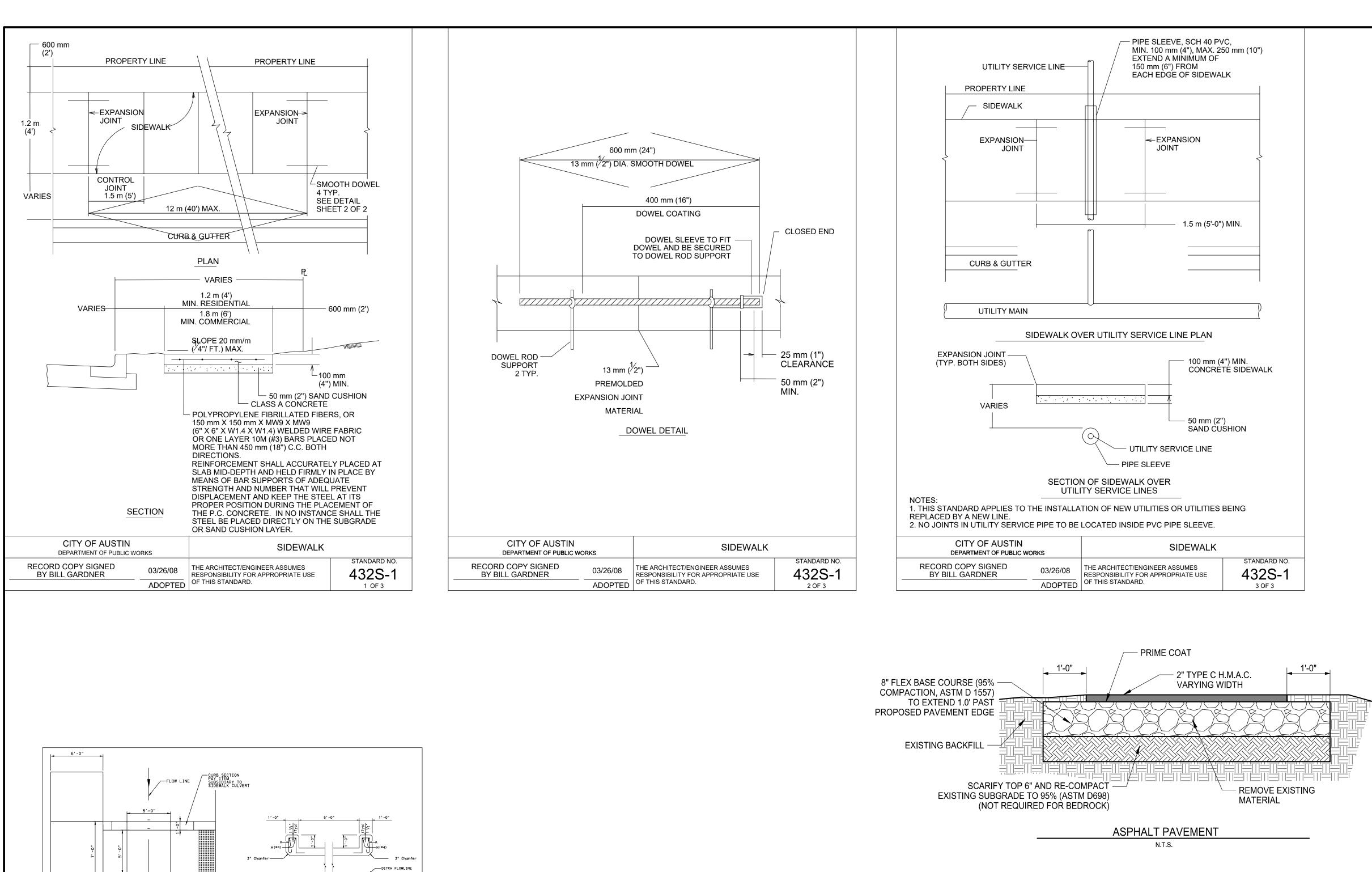


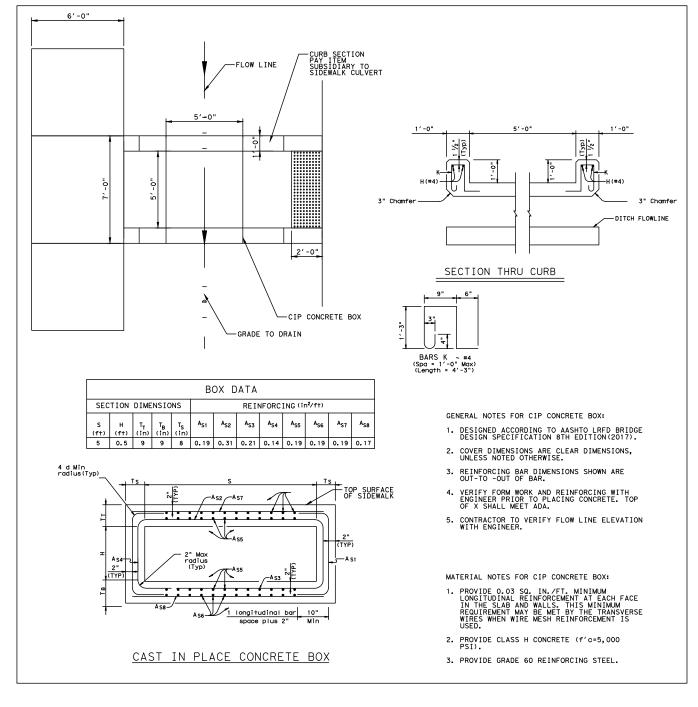
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		- M	
	0	30' 60'	
		SCALE : 1 " = 30 '	
		LEGEND	COPYRIGHT NOTICE:
	( o )	EXISTING TREE TO REMAIN	THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS
		EXISTING 1' CONTOUR	AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR
		EXISTING 5' CONTOUR	JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.
			$\sim$
		PROPOSED ASPHALT PAVEMENT	
4	а. 		ENGINEERING COMPANY
. <u> </u>		PROPOSED CONCRETE SIDEWALK	T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266
ΝΟΤ	TES:		9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100
1.		R TO TIE PROPOSED PAVEMENT TO	
		OUND, MAINTAIN EXISTING DRAINAGE & DRAINAGE PATTERNS UNLESS	ENGINEER'S SEAL:
	OTHERWISE	NOTED.	
2.	UPON COMPL	R TO RE-VEGETATE ALL DISTURBED AREAS _ETION OF THE WORK IN COMPLIANCE WITH	CHAD GILPIN
	THE ENVIRON	NMENTAL NOTES AND SPECIFICATIONS IN IMENTS.	91800
3.		R SHALL SAW-CUT AND/OR ADJUST	SJUNAL ENGLASS
		VEMENT AS NECESSARY TO ASSURE A D CONTINUOUS TRANSITION GRADE.	2/9/2022
4.		ED QUANTITIES PUBLISHED WITH THESE	FACILITY:
	AID IN THE BI	IDDING PROCESS AND ARE NOT TO BE D FOR CONTRACTORS QUANTITY	DRIPPING SPRINGS
	TAKEOFFS.		RANCH PARK
5.		CTOR SHALL IMMEDIATELY NOTIFY THE F ANY OBSTACLES THAT MAY IMPEDE OR	
	PREVENT TH	E PROPER CONSTRUCTION OF THE	
			PROJECT:
			RANCH HOUSE
			ROAD PHASE 1 &
NES			DSRP RE-STRIPING PROJECT
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OF VEHIC	OULD NOT BE CLES. CENTER	THE	DRIPPING SPRINGS
	BE PROVIDED CURB. IF THE L		Texas
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HE CROS	SWALK LINES / NES.	ARE	DESIGN: <u>BL</u> CHECKED: <u>CG/RB</u>
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EMENT MA	ARKERS	DMS-6130 DMS-8200	
	MARKINGS	DMS-8220 DMS-8240	BID ALT 3 -
		<u>,                                     </u>	ACCESSIBLE PARKING
			SHEET
			15 OF 20

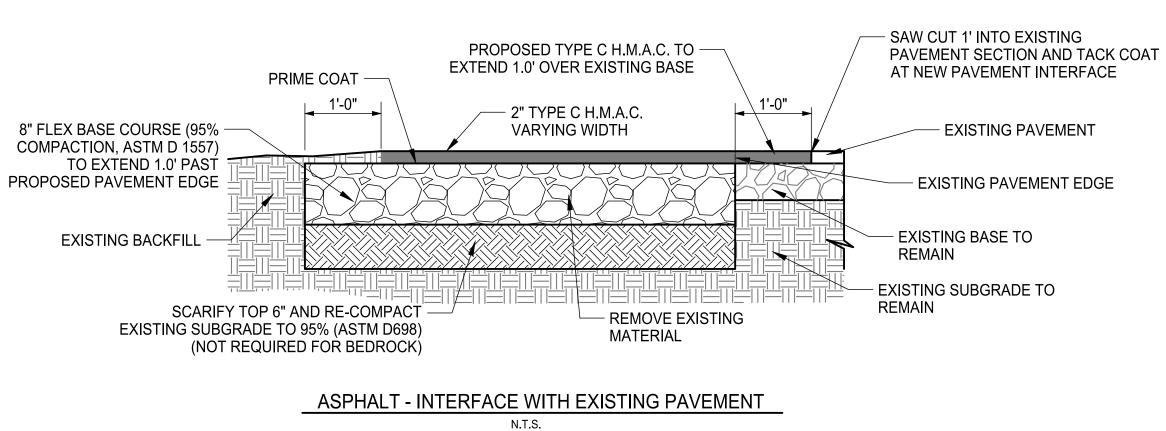


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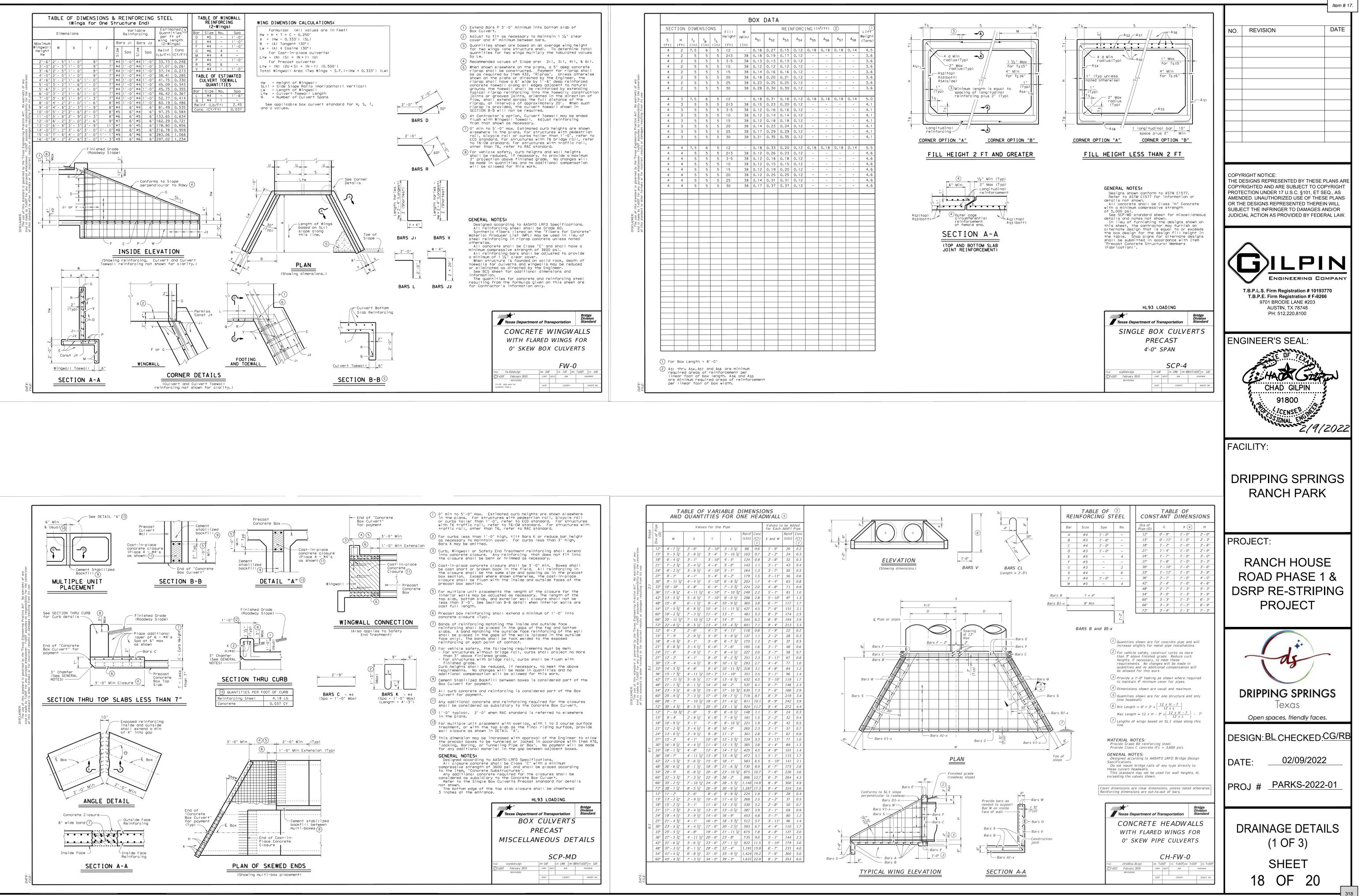


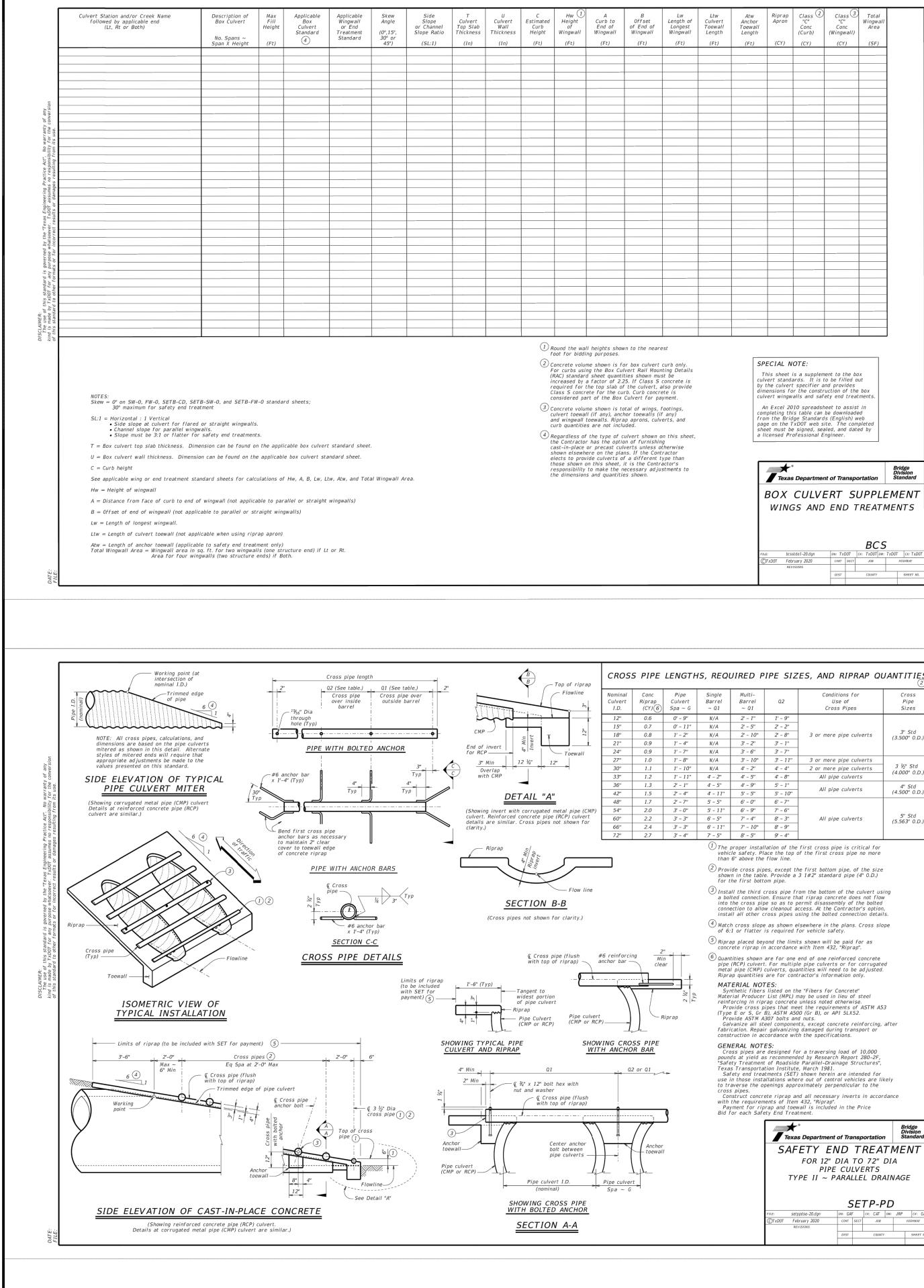


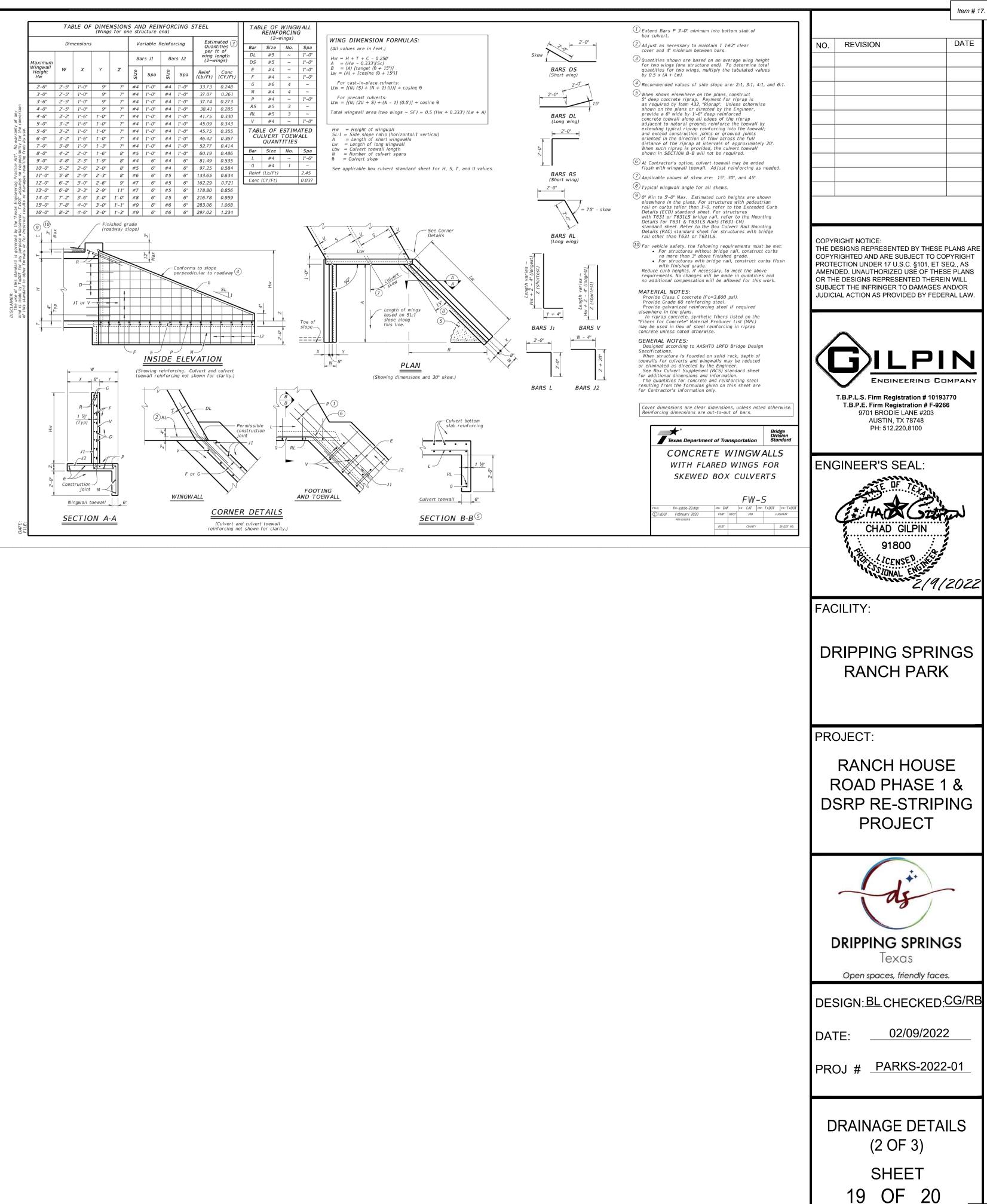


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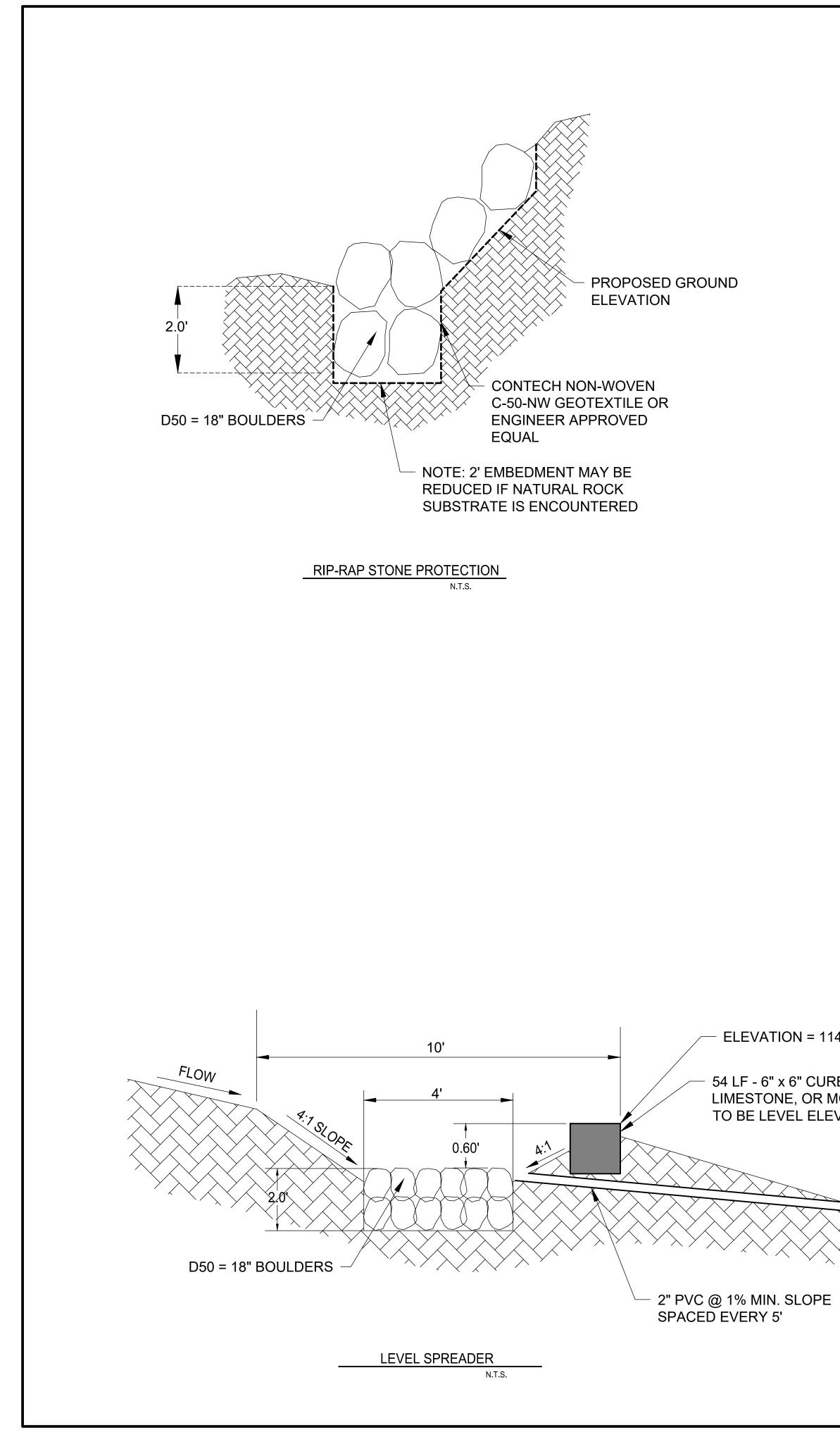
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	T.B.P.L.S. Firm Registration # 1019: T.B.P.E. Firm Registration # F-920 9701 BRODIE LANE #203	
	AUSTIN, TX 78748 PH: 512.220.8100	
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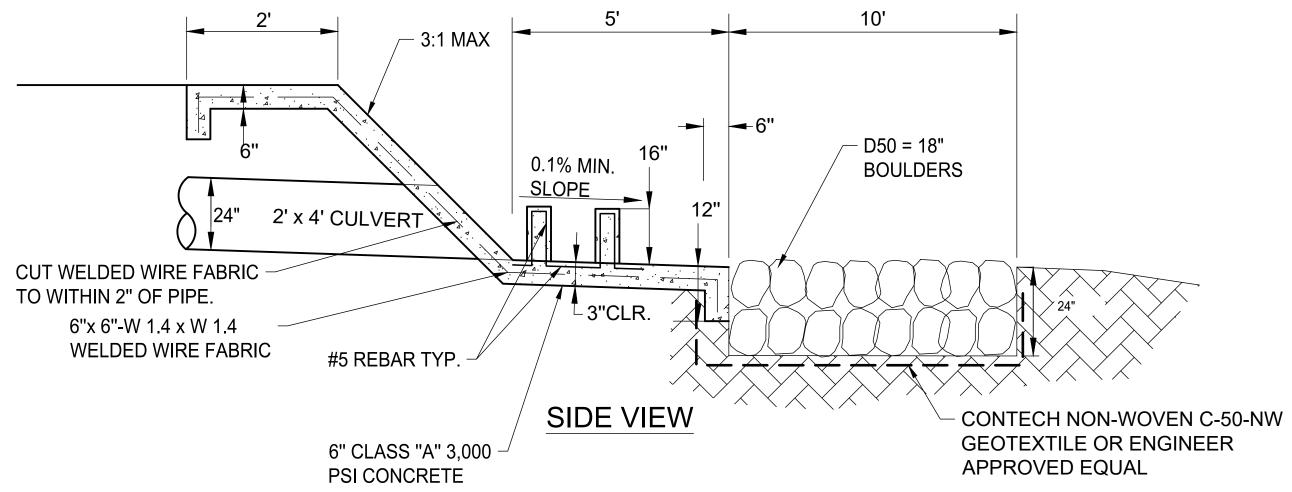
lulti- arrel ~ Q1 ? - 1"	Q2	Conditions for Use of	Cross
2' - 1"		Cross Pipes	Pipe Sizes
2' - 5'' 2' - 10'' 3' - 2'' 3' - 6''	1' - 9'' 2' - 2'' 2' - 8'' 3' - 1'' 3' - 7''	3 or more pipe culverts	3" Std (3.500" 0.D.)
8' - 10''	3' - 11"	3 or more pipe culverts	2 1/11 51 1
ť – 2″	4' - 4''	2 or more pipe culverts	3 ½" Std (4.000" 0.D.)
r - 5" r - 9" 5' - 5"	4' - 8'' 5' - 1'' 5' - 10''	All pipe culverts	4" Std (4.500" 0.D.)
5' - 0'' 5' - 9'' 5' - 4'' 5'' - 4'' 5'' - 10'' 5'' - 5''	6' - 7'' 7' - 6'' 8' - 3'' 8' - 9'' 9' - 4''	All pipe culverts	5" Std (5.563" 0.D.)
	" - 5" " - 9" " - 5" " - 0" " - 9" " - 4"	$\begin{array}{cccc} -5^{\prime\prime} & 4^{\prime}-8^{\prime\prime} \\ -9^{\prime\prime} & 5^{\prime}-1^{\prime\prime} \\ -5^{\prime\prime} & 5^{\prime}-10^{\prime\prime} \\ -5^{\prime\prime} & 6^{\prime}-7^{\prime\prime} \\ -9^{\prime\prime} & 7^{\prime\prime}-6^{\prime\prime} \\ -4^{\prime\prime} & 8^{\prime\prime}-3^{\prime\prime} \\ -10^{\prime\prime} & 8^{\prime\prime}-9^{\prime\prime} \end{array}$	- 2"         4' - 4"         2 or more pipe culverts           - 5"         4' - 8"         All pipe culverts           - 9"         5' - 1"         All pipe culverts           - 5"         5' - 10"         All pipe culverts           - 0"         6' - 7"         All pipe culverts           - 9"         7' - 6"         All pipe culverts           - 4"         8' - 3"         All pipe culverts



24" 12" 1.0% MIN SLOPE ⊿.⊿ 12" **⊢ 6**" Δ. Δ. <sup>Δ.</sup>Λ. 12' . ∢ Ą ⊿24"₄ 5' 5'

FRONT VIEW

PLAN VIEW

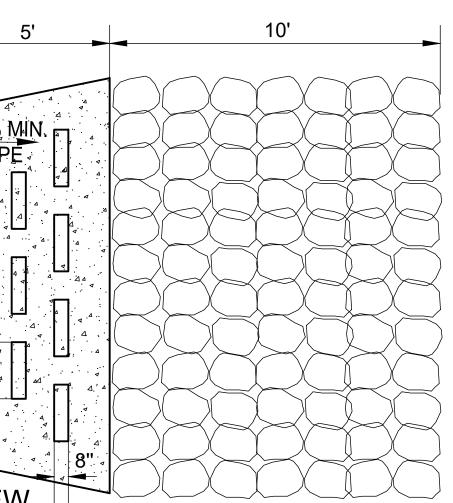


HEADWALL WITH CONCRETE DISSIPATERS N.T.S.

ELEVATION = 1146.60'

54 LF - 6" x 6" CURB (CONCRETE, CUT LIMESTONE, OR MORTARED ROCK) TO BE LEVEL ELEVATION ACROSS 54' SPAN

ltem # 17.



NO.	REVISION	DATE
COPYE	RIGHT NOTICE:	
COPYF PROTE AMENI OR TH SUBJE	ESIGNS REPRESENTED BY THESE F RIGHTED AND ARE SUBJECT TO CO ECTION UNDER 17 U.S.C. §101, ET S DED. UNAUTHORIZED USE OF THES E DESIGNS REPRESENTED THEREI CT THE INFRINGER TO DAMAGES A AL ACTION AS PROVIDED BY FEDE	PYRIGHT EQ., AS E PLANS N WILL ND/OR
	<b>Solution</b> <b>ILPI</b> <b>ENGINEERING CO</b> <b>T.B.P.L.S. Firm Registration # 10193</b> <b>T.B.P.E. Firm Registration # F-926</b> 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100	770
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	DRIPPING SPRING	GS
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	SIGN: <u>BL</u> CHECKED: FF· 02/09/2022	
DA1 PRC	E:02/09/2022	
D	RAINAGE DETA (3 OF 3) SHEET 20 OF 20	ILS

#### ADDENDUM NO. 1

#### Project: RANCH HOUSE ROAD PH. 1 & DSRP RESTRIPING PROJECT

Owner: City of Dripping Springs, Texas

Engineer: Chad Gilpin, P.E. – City Engineer

#### Date: March 3, 2022

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

#### **BEGIN REVISIONS**

#### I. Contract Documents and Specifications:

#### Section A-1 NOTICE TO BIDDERS – Page 1 of 2

MODIFY – Paragraph 2, Sentence 1 - Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St.**, **City Hall Building**, **Dripping Springs**, **Texas**, until **2:00 p.m.** on **Friday**, **March 11**, **2022**, and then publicly opened, read, and taken under advisement at the same address.

#### Section B-1 BID FORM

REPLACE – Section B-1 BID FORM in its entirety with the attached version.

#### **II.** Construction Plan Revisions:

Ranch House Road Phase 1 & DSRP Restriping Project Plans – Sheets 1 through 20

REPLACE – Replace all Plan sheets their entirety with the attached version. All revisions are specifically clouded on each sheet.

#### **III. Contractor Questions**

- Question: Is the SWPPP plan already in place for this project or will it be contractors' responsibility? Response: Erosion Control Plans are included in the plan set. Contractor is responsible for required filings with TCEQ for compliance with TXR150000.
- 2. *Question:* Can we use the onsite water for revegetation purposes? *Response:* Yes, contractor may use onsite water for construction of this project. The City has an existing 4 inch water service for onsite maintenance purposes that may be utilized to fill water trucks for construction of this project.

- 3. *Question:* Does there need to be drivable access to phase 2 of the project daily? Will we need metal plates to keep the road open after hours? *Response: Yes, daily access needs to be maintained to allow vehicular access to the north end of the property.*
- 4. *Question:* Is #5 in sequence of construction notes applicable to this project? *Response: Note 5 does not apply to this project.*
- 5. *Question:* All the striping Items call out for reflective striping paint(glass beads), which isn't typical in parking lots. Is this correct specification? *Response: Glass beads will only be required for the 24-inch stop bars. This has been noted on plan sheet 3 of 20.*
- 6. *Question:* Is there an estimated budget for this project? *Response: The project budget is not being released.*

### IV. Attachments:

This Addendum contains <u>29</u> page(s) of attachment(s).

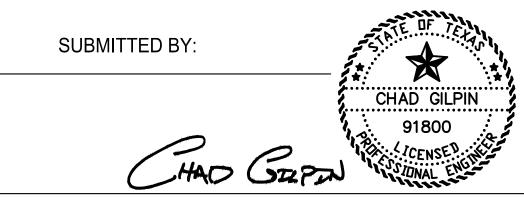
- Section B-1 Bid Form (9 Pages)
- Ranch House Road Phase 1 & DSRP Restriping Project Plans Sheets 1 through 20 (20 Pages)

#### END REVISIONS

### BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

**Revisions By:** 

Chad Gilpin, PE City Engineer



03/02/22 DATE

CHAD GILPIN, P.E., CITY ENGINEER

APPROVED BY:

MICHELLE FISCHER, CITY ADMINISTRATOR

DATE

PREPARED BY:

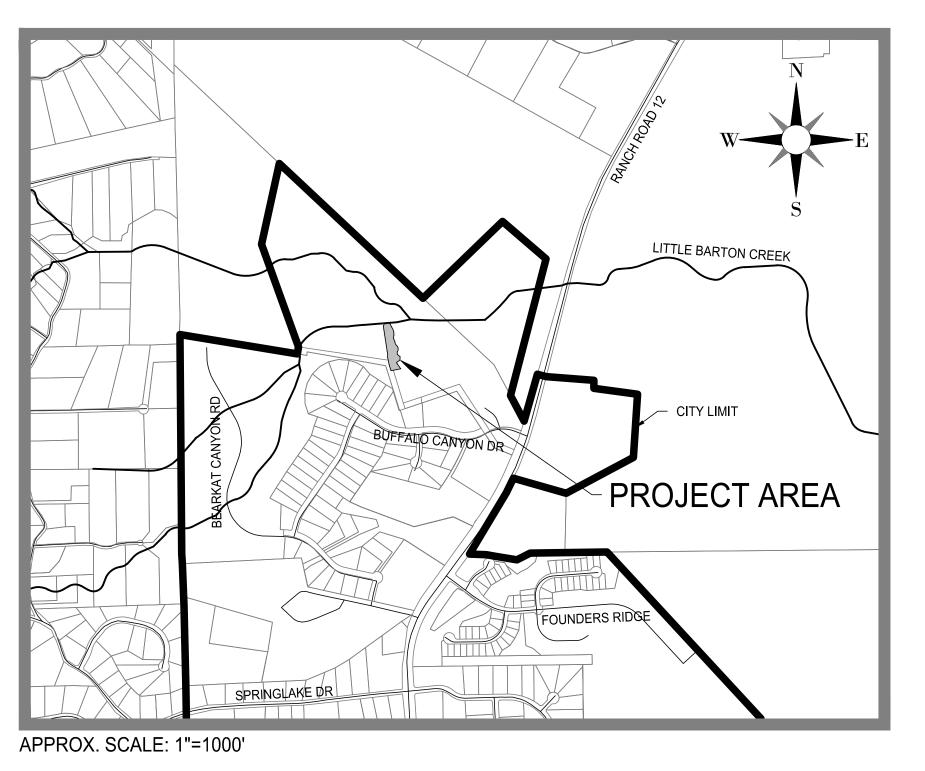


T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LN, SUITE 203 AUSTIN, TX 78748 PH: 512.220.8100

# FOR RANCH HOUSE ROAD PHASE 1 & DSRP RE-STRIPING PROJECT

FEBRUARY 2022

PROJECT # PARKS 2022-01



PREPARED FOR:

# CITY OF DRIPPING SPRINGS, TEXAS





<u>NO</u>

3.

### INDEX OF SHEETS

SHEET NO.	SHEET TITLE
01	COVERSHEET
02	GENERAL NOTES
03	SCHEDULE OF QUANTITIES
04	PHASING PLAN
05	OVERALL EXISTING CONDITIONS
06	<b>EXISTING CONDITIONS &amp; DEMOLITION PLAN</b>
07	EROSION & SEDIMENTATION CONTROL PLAN
08	<b>EROSION &amp; SEDIMENTATION CONTROL DETAILS</b>
09	OVERALL DRAINAGE AREA MAP
10	OVERALL SITE PLAN
11	BOX CULVERT PLAN & PROFILE
12	DSRP RESTRIPING PLAN - BASE BID
13	BID ALT 1 - DSRP RESTRIPING PLAN
14	BID ALT 2 - NORTH RV PARKING PLAN
15	BID ALT 3 - ACCESSIBLE PARKING
16	SITE DETAILS
17	PAVING DETAILS
18	DRAINAGE DETAILS (1 OF 3)
19	DRAINAGE DETAILS (2 OF 3)
20	DRAINAGE DETAILS (3 OF 3)

### NOTES:

1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS AND IS ZONED PP PUBLIC PARK.

2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COORDINATES AND DISTANCES SHOWN HEREON ARE IN GRID.

### 4. DELETED NOTE

5. THE PROPOSED IMPROVEMENTS PLANS WERE PREPARED WITH THE BEST INFORMATION AVAILABLE THROUGH SURVEY, RECORD DRAWINGS, AND FIELD OBSERVATIONS. PER DIRECTION FROM THE CITY, GEOTECHNICAL PAVEMENT ANALYSIS AND RECOMMENDATIONS WERE NOT PERFORMED AS PART OF THE PROJECT.

6. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.

01 OF 20

### THESE PLANS ARE FULL SIZE AT 11" X 17"

GILP-BLK.ctb

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A	GENERAL CONSTRUCTION NOTES	22.	THE CON IN THOSE HEREIN
1.	THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING:		THE CITY
	<ul> <li>TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-245-4545</li> </ul>	23.	ACCESS
	• TEXAS ONE CALL SYSTEM (TOCS) 1-800-344-8377	24	PRIORIT
	FOR LOCATION OF EXISTING	24.	EQUIPME
	FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF		EQUIPME
_	ANY CONSTRUCTION ACTIVITIES.		PROJEC
2.	PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRE-CONSTRUCTION		
	CONFERENCE BETWEEN THE CITY OF DRIPPING SPRINGS, HER/HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.	Β.	EN\
3.	ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH		
	APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH	1.	THE CON
	ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT		TREE/NA
	PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE		(CLEARIN
	PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.		EROSION
4.	CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES		RESTOR
	FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF	2.	THE PLA
	CONSTRUCTION OPERATIONS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT		THE APP
F	NO ADDITIONAL COST TO OWNER.		APPROV
5.	CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS	3.	REPRESI ALL DIST
	AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.	J.	SEPARA
6.	CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL		LABOR S
υ.	REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF	4.	RESTOR
	HANDLING AND DISPOSAL.	••	HIGH WIT
7.	CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL		EXIST.
	WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY	5.	A MINIMU
	COMPANY OR AGENCY INVOLVED.		CONSTR
8.	WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER	6.	THE CON
	UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS,		COMPLE
	CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN	7.	EROSION
	PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE		WHICH D
~	UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.	8.	TO AVOI
9.	WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR	0	
	SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING	9.	WHERE / WITH ST
	ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP		LOWER
	SHALL BE TO THE SATISFACTION OF THE ENGINEER.	10	TREES T
10.	CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES		ANY ROO
	FROM THE PLANS.RECORD SHALL BE KEPT IN AN ONSITE SET OF MARKED-UP RECORD		SOIL. BA
	DRAWINGS.		EXPOSEI
11.	CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS,		ORGANI
	CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH		WATER L
	DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN	12.	CONTRA
	THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.		VEHICUL
12.	CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO		ETC.0. AI
4.0	GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.		STANDA
13.	THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE	40	
	MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION	13.	
	THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.		EVERY R SIGNIFIC
1/	UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED		RAINFAL
· <b>+</b> .	OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.		
15.	ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF	$\frown$	C C
	CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL	し.	SE
	BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.		
16.	CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION	٨	
	CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).	1.	TEMPOR INDICATE
17.	TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TXDOT		ACCORD
	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TXDOT BARRICADE AND		STORMW
4.0	CONSTRUCTION STANDARDS.		ON THE S
18.	RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY OF		CONDUC
40	DRIPPING SPRINGS CONSTRUCTION STANDARDS.	2.	THE ENV
19.	CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS	*	DESIGNA
20	LINES AND POWER LINES. ALL WORK IS TO BE PERFORMED BETWEEN THE FOLLOWING		EROSION
۷۰.	HOURS:		PREVEN
	7:00 A.M. TO 7:00 P.M. MONDAY - FRIDAY		SEDIMEN
	ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY.		INSPECT
	THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL	-	WATER (
	WORK PERFORMED WITHOUT INSPECTION.	3.	
21.	THE CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY		
	FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF ANY WORK TO BE	Л	AND STC
	ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE	4.	BEGIN SI
	NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED DURING THE		
	PROGRESS OF THE WORK, WHEN SUCH CONDITIONS OR OBSTACLES ARE READILY		
	APPARENT UPON A VISIT TO THE SITE. IF THERE ARE ANY QUESTIONS OF THIS REGARD OR		
	IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS		

INTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS. SE CASES WHERE FIXED FEATURES REQUIRE, THE DESIGN SLOPES INDICATED AND ON THE CROSS SECTIONS MAY BE MODIFIED IN THE FIELD AS DETERMINED BY TY OF DRIPPING SPRINGS IF EXISTING CONDITIONS SO REQUIRE.

S TO OFFICES, BUSINESSES, AND DRIVEWAYS ALONG THE PROJECT MUST RECEIVE TY BY THE CONTRACTOR.

ONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF HIS MATERIALS AND IENT FROM THEFT, VANDALISM, ANIMALS, FIRE, ETC. WHILE SAID MATERIALS AND IENT ARE ON THE PROJECT, WHETHER STORED OR INSTALLED IN PLACE, UNTIL THE CT HAS BEEN ACCEPTED BY THE CITY OF DRIPPING SPRINGS.

# **VIRONMENTAL NOTES**

ONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND IATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK RING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE DN/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RATION.

ACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH PROVED EROSION AND SEDIMENTATION CONTROL PLAN. DEVIATIONS FROM THE VED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S SENTATIVE.

STURBED AREAS TO BE RESTORED UPON COMPLETION OF CONSTRUCTION. NO ATE PAYMENT WILL BE MADE FOR RE-VEGETATION ACTIVITIES. ALL MATERIALS AND SHALL BE SUBSIDIARY TO OTHER BID ITEMS.

RATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES /ITH 70% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET

/IUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY RUCTION.

ONTRACTOR TO SEED, SOD OR HYDROMULCH ALL EXPOSED CUTS AND FILLS UPON ETION OF CONSTRUCTION.

ON AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.

DID SOIL COMPACTION. CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC. NG. OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS. E A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK TRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF BRANCHING) IN ADDITION TO THE FENCING.

TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED. OOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE ACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF ED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH IIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES LOSS DUE TO EVAPORATION.

ACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES. ULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED. APPROVED ARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION NG STANDARDS FOR SHADE TREES".

ONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER RAINFALL EXCEEDING <sup>1</sup>/<sub>4</sub> INCH TO VERIFY THAT THEY HAVE NOT BEEN ICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT LL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL.

# EQUENCE OF CONSTRUCTION:

RARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS TED ON THE APPROVED SITE PLAN OR SUBDIVISION CONSTRUCTION PLAN AND IN RDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND IWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED SITE, INSTALL TREE PROTECTION, INITIATE TREE MITIGATION MEASURES AND JCT "PRE - CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE). IVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR JATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE ON SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION NTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND ENTATION CONTROLS WILL BE REVISED, IF NEEDED, TO COMPLY WITH CITY TORS' DIRECTIVES, AND REVISED CONSTRUCTION SCHEDULE RELATIVE TO THE R QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN. MPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND AINED IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) ORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES.

- OF LANDSCAPING.
- REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.

# STREET AND DRAINAGE NOTES:

- TESTING.
- SUSTAINING PLANT LIFE.
- 3. SUBGRADE UNLESS OTHERWISE SPECIFIED ON THE PLAN
- OF DRIPPING SPRINGS PLANNING AND DEVELOPMENT DEPARTMENT.
- JOB AND PUBLIC SAFETY.
- 6. ALL R.C.P. SHALL BE MINIMUM CLASS III.

# E. PROJECT NOTES:

ltem # 17.

5. PERMANENT WATER QUALITY PONDS OR CONTROLS WILL BE CLEANED OUT AND FILTER MEDIA WILL BE INSTALLED PRIOR TO/CONCURRENTLY WITH RE-VEGETATION OF SITE. COMPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION

7. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL RE-VEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE CITY'S EXPENSE ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS, TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY

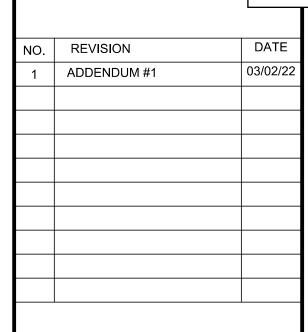
BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95% MAXIMUM DENSITY TO WITHIN 3" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION. THE REMAINING 3" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR

DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS. ELECTRIC. TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW

STREET RIGHTS-OF-WAY SHALL BE GRADED AT A SLOPE OF 1/4" PER FOOT TOWARD THE CURB UNLESS OTHERWISE INDICATED. HOWEVER, IN NO CASE SHALL THE WIDTH OF RIGHT-OF-WAY AT 1/4" PER FOOT SLOPE BE LESS THAN 10 FEET UNLESS A SPECIFIC REQUEST FOR AN ALTERNATE GRADING SCHEME IS MADE TO AND ACCEPTED BY THE CITY

5. BARRICADES BUILT TO CITY OF DRIPPING SPRINGS STANDARDS SHALL BE CONSTRUCTED ON ALL DEAD-END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN

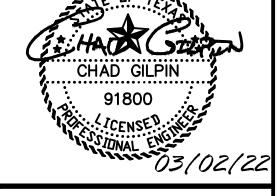
1. CONTRACTOR IS RESPONSIBLE FOR THE HAUL-OFF OF DEBRIS AND CONSTRUCTION SPOILS AS PART OF THIS PROJECT. ROADWAY BASE AND ASPHALT FOUND TO BE IN GOOD CONDITION MAY BE STOCKPILED ON-SITE AT THE DIRECTION OF THE CITY. 



### PYRIGHT NOTICE

E DESIGNS REPRESENTED BY THESE PLANS A DPYRIGHTED AND ARE SUBJECT TO COPYRIGH ROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR UDICIAL ACTION AS PROVIDED BY FEDERAL LAV





FACILITY:

### **DRIPPING SPRINGS** RANCH PARK

PROJECT:

RANCH HOUSE ROAD PHASE 1 & DSRP RE-STRIPING PROJECT



Open spaces, friendly faces.

DESIGN: BL CHECKED: CG/RB

DATE: <u>02/09/2022</u>

PROJ # \_PARKS-2022-01

**GENERAL NOTES** 

SHEET 02 OF 20

## RANCH HOUSE ROAD PHASE 1 AND DSRP RESTRIPING PROJECT

Bid						
Item	SPEC		Description	Unit	Qty	
1	TxDOT	01006001	PREPARING ROW	AC	1.77	
2	TxDOT	01056008	REMOVING STAB BASE AND ASPH PAV (6")	SY	240	
3	TxDOT	01106002	EXCAVATION (CHANNEL)	CY	365	
4	TxDOT	01606003	FURNISHING AND PLACING TOPSOIL (4")	SY	1,200	
5	TxDOT	01646023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	1,200	
6	TxDOT	01686001	VEGETATIVE WATERING	MG	15	
7	TxDOT	02476388	FL BS (CMP IN PLC)(TY A GR 5)(6")	SY	240	
8			PRIME COAT (MULTI OPTION)	GAL	48	
9	TxDOT	03406034	D-GR HMA(SQ) TY-C PG64-22	SY	240	
10	TxDOT	04326002	RIPRAP (CONC)(5 IN)	CY	2	}
11	TxDOT	04326033	RIPRAP (STONE PROTECTION)(18 IN)	SY	520	D
12	TxDOT	04626003	CONC BOX CULV (4 FT X 2 FT)	LF	118	
13	TxDOT	04666152	WINGWALL (FW - 0) (HW=5 FT)	EA	1	
14	TxDOT	04666166	WINGWALL (FW - S) (HW=5 FT)	EA	1	
15	TxDOT	05066020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	67	
16	TxDOT	05066038	TEMP SEDMT CONT FENCE (INSTALL & REMOVE)	LF	772	
17	TxDOT	06446004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	4	
18	TxDOT	06666170	REFL PAV MRK TY II (W) 4" (SLD)	LF	4,950	SEE NOTE
19	TxDOT	6666178	REFL PAV MRK TY II (W) 8" (SLD)	LF	3,250	SEE NOTE
20	TxDOT	06666182	REFL PAV MRK TY II (W) 24" (SLD)	LF	18	
21	TxDOT	06666197	REFL PAV MRK TY II (W) (SYMBOL)	EA	13	
22	TxDOT	06666207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	2,950	SEE NOTE
23			REFL PAV MRK TY II FIRE LANE STRIPING	LF	5,150	SEE NOTE
24			CROSS-WALK STRIPING	SY	25	
25	COA	610S-A	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE	LF	750	
26			LEVEL SPREADER	EA	1	
27			DITCH LINE SEDIMENT TRAP	EA	3	
_28_	COA	4395-1	PARKING LOT BUMPER CURBS	EA	49	
29			RUSTIC TWO-POST CEDAR FENCE	LF	54	$\triangleright$

# NOTES:

1. GLASS BEADS NOT REQUIRED.

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Bid					
Item	n SPEC		Description	Unit	Qty
B1-1	TxDOT	06666170	REFL PAV MRK TY II (W) 4" (SLD)	LF	360
B1-2	TxDOT	06666207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	380
B1-3	TxDOT	02476388	FL BS (CMP IN PLC)(TY A GR 5)(6")	SY	1,080
B1-4	TxDOT	03106001	PRIME COAT (MULTI OPTION)	GAL	216
B1-5	TxDOT	03406034	D-GR HMA(SQ) TY-C PG64-22	SY	1,080

### **BID ALTERNATE 2**

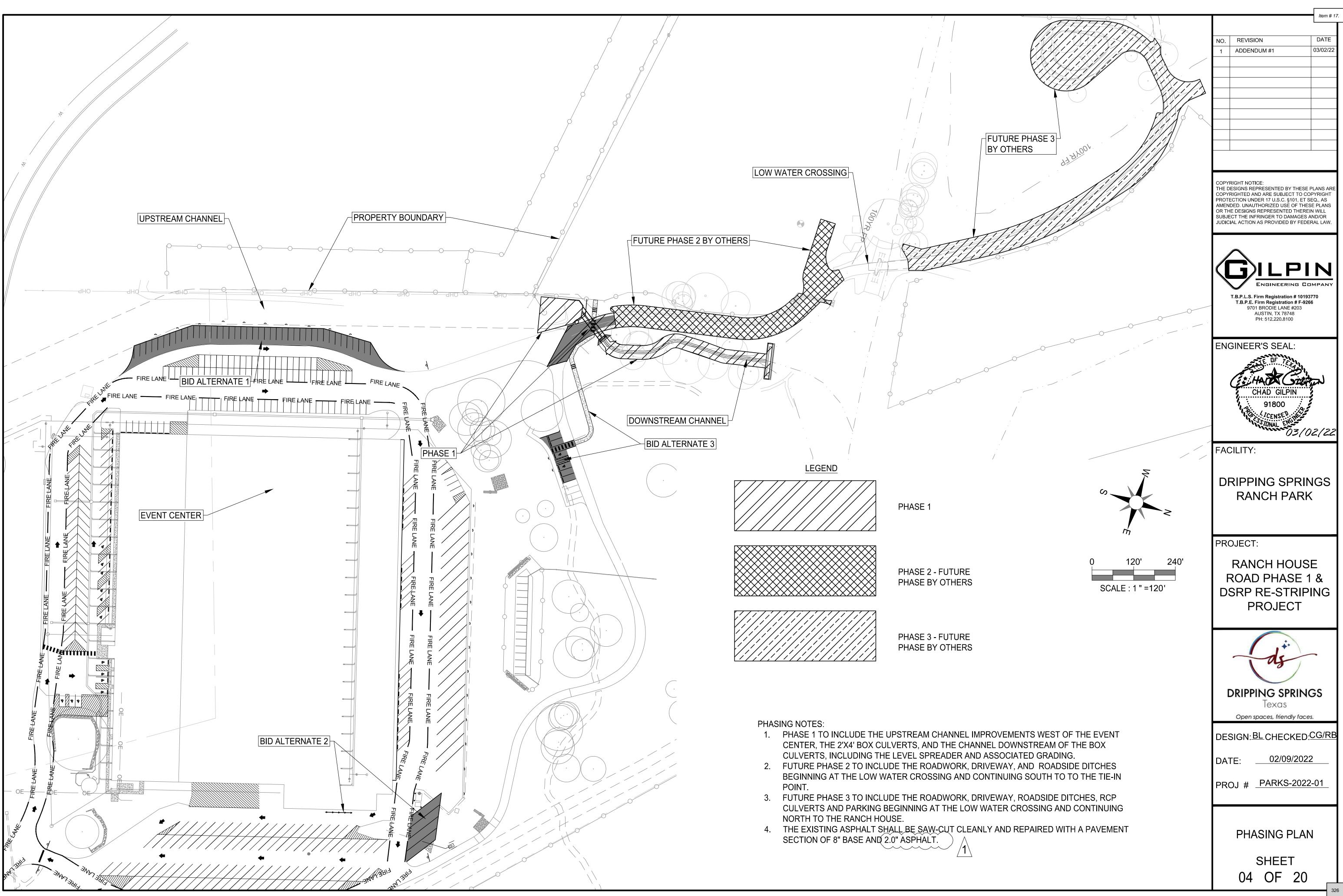
Bid					
Item	SPEC		Description	Unit	Qty
B2-1	TxDOT	01006001	PREPARING ROW	AC	0.15
B2-2	TxDOT	06666207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	170
B2-3	TxDOT	02476388	FL BS (CMP IN PLC)(TY A GR 5)(6")	SY	350
B2-4	TxDOT	03106001	PRIME COAT (MULTI OPTION)	GAL	70
B2-5	TxDOT	03406034	D-GR HMA(SQ) TY-C PG64-22	SY	350
B2-6	TxDOT	04326033	RIPRAP (STONE PROTECTION)(18 IN)	SY	30
B2-7	TxDOT	04646005	RC PIPE (CL III)(24 IN)	LF	40
B2-8	TxDOT	04676005	SET (TY I) (24 IN) (3: 1) (C)	EA	1
B2-9	TxDOT	04966006	REMOV STR (HEADWALL)	EA	1
B2-10			BOLLARDS	EA	4
B2-11			RELOCATE ELECTRICAL HOOKUPS	EA	
B2-12			RV - LOWER ELECTRICAL SERVICE (36-IN BELOW FINISHED GRADE)	LF	10
B2-13			RV - LOWER WATER SERVICE (36-IN BELOW FINISHED GRADE)	LF	10

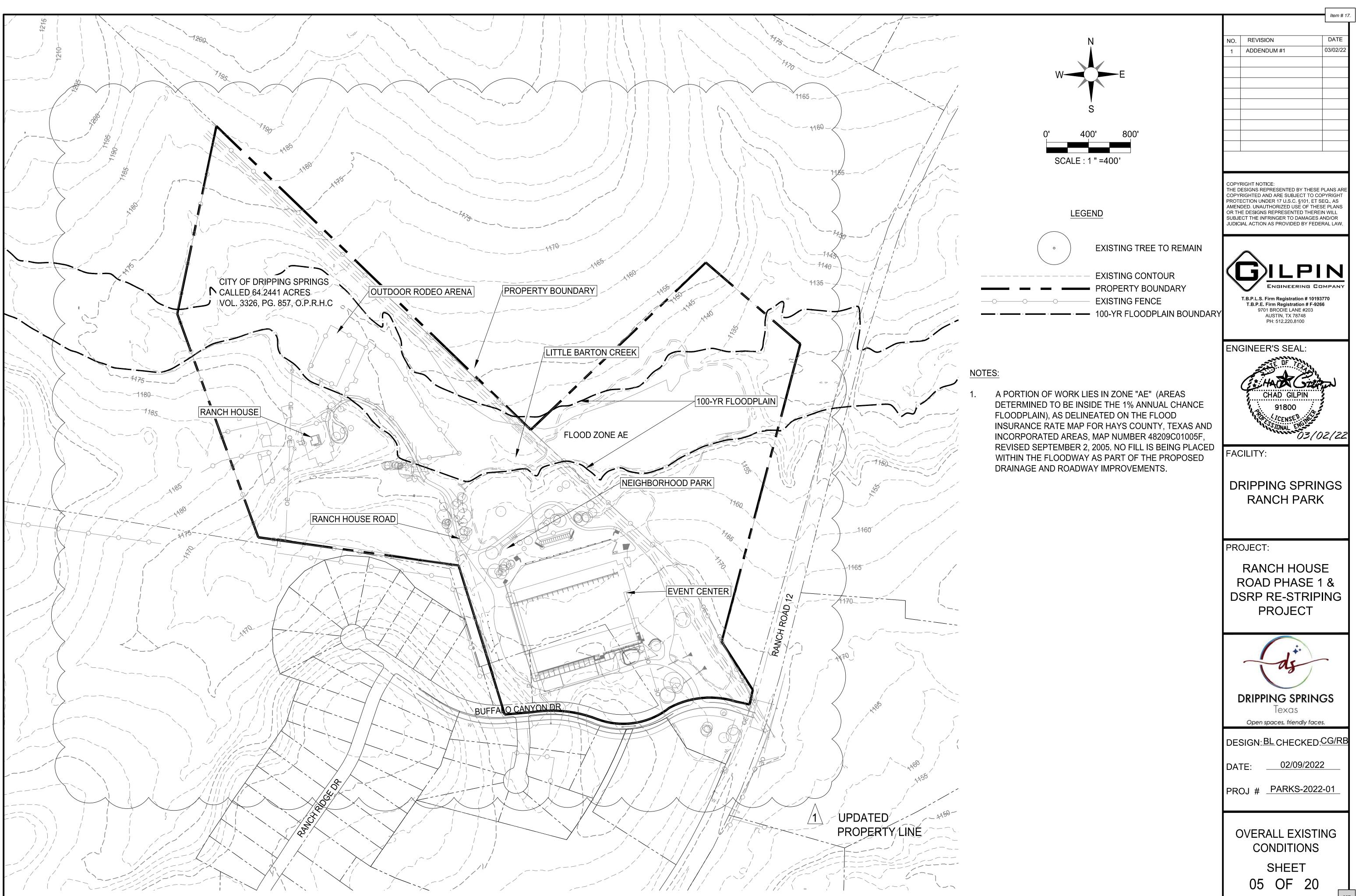
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Bid						
Item		SPEC	Description	Unit	Qty	
B3-1	TxDOT	06666170	REFL PAV MRK TY II (W) 4" (SLD)	LF	150	
B3-2	TxDOT	06666197	REFL PAV MRK TY II (W) (SYMBOL)	EA	2	
B3-3	TxDOT	02476388	FL BS (CMP IN PLC)(TY A GR 5)(6")	SY	190	
B3-4	TxDOT	03106001	PRIME COAT (MULTI OPTION)	GAL	38	
B3-5	TxDOT	03406034	D-GR HMA(SQ) TY-C PG64-22	SY	190	
B3-6			CROSS-WALK STRIPING	SY	10	
B3-7	TxDOT	05316001	CONC SIDEWALKS (4")	SY	150	
B3-8	TxDOT	05316001	SIDEWALK BOX CULVERT	EA	2	
B3-9	COA	439S-1	PARKING LOT BUMPER CURBS	EA	6	

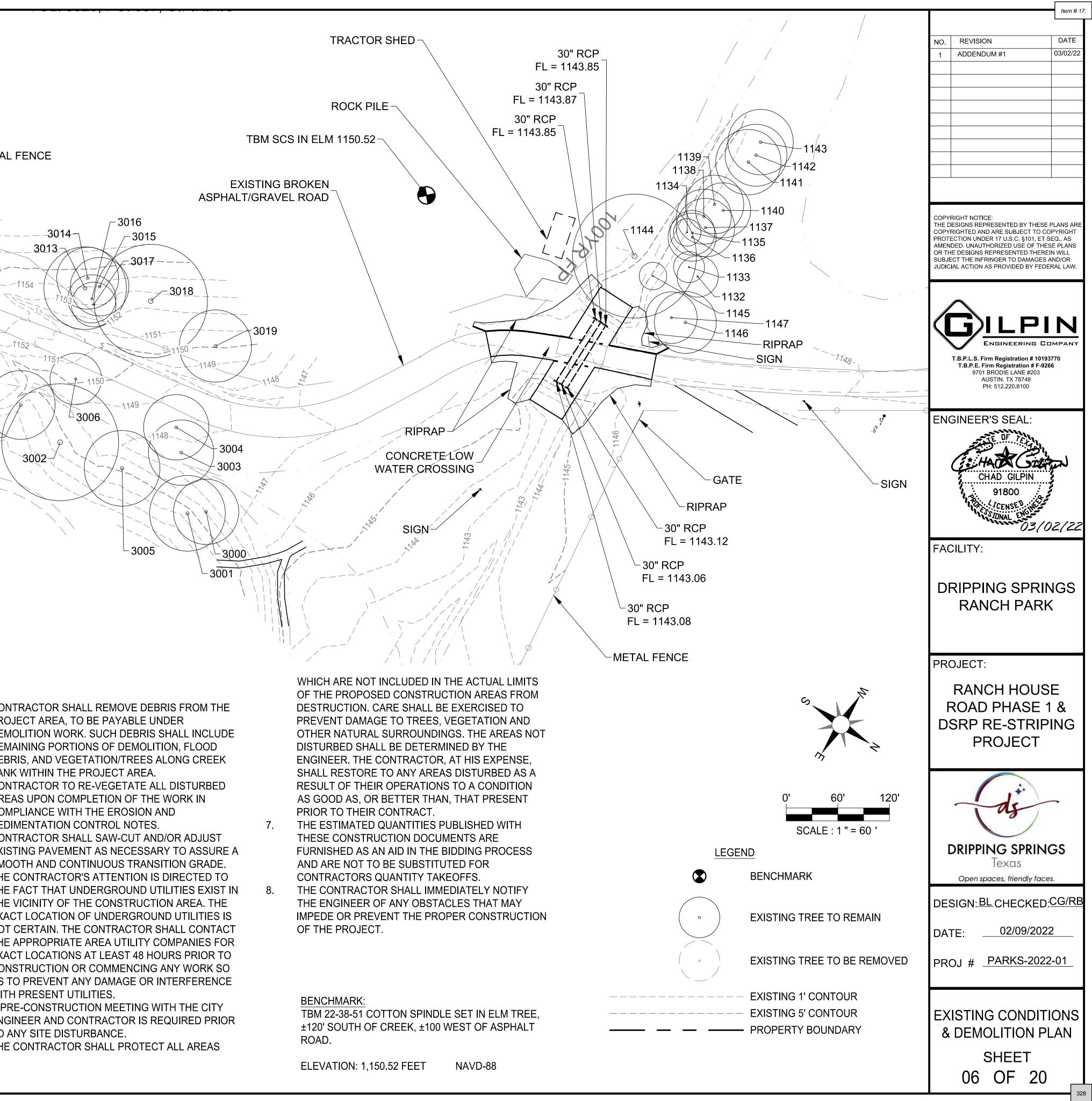
-	NO.REVISIONDATE1ADDENDUM #103/02/22
SEE NOTE 1 SEE NOTE 1	
	COPYRIGHT NOTICE: THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.
SEE NOTE 1	Genering Company T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100
	ENGINEER'S SEAL:
SEE NOTE 1	DRIPPING SPRINGS RANCH PARK
SEE NOTE 1	PROJECT: RANCH HOUSE ROAD PHASE 1 & DSRP RE-STRIPING PROJECT
	<b>DRIPPING SPRINGS</b> Texas Open spaces, friendly faces.
	DESIGN: <u>BL</u> CHECKED: <u>CG/RB</u> DATE: <u>02/09/2022</u> PROJ # <u>PARKS-2022-01</u>
	SCHEDULE OF QUANTITIES SHEET 03 OF 20

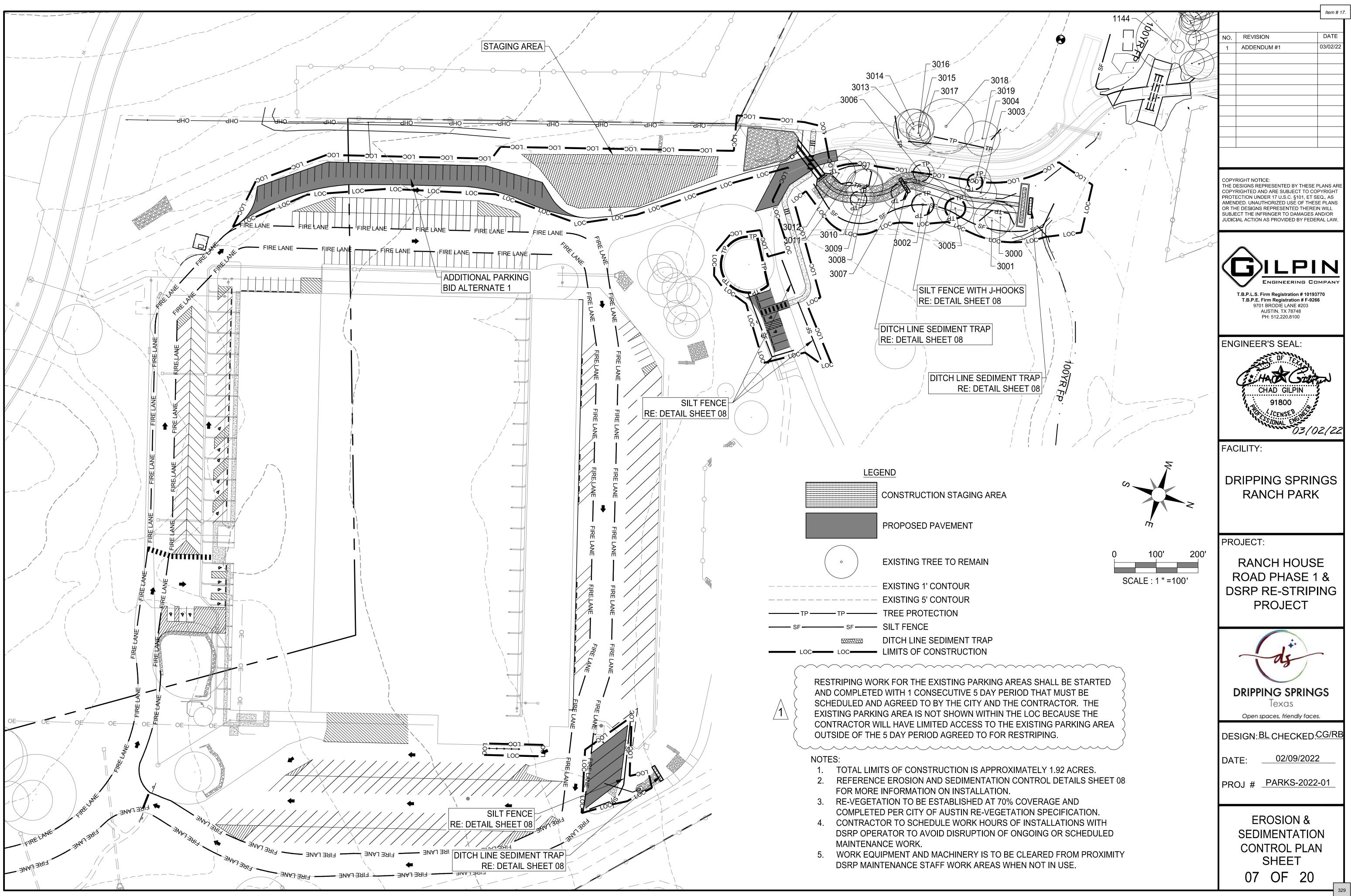
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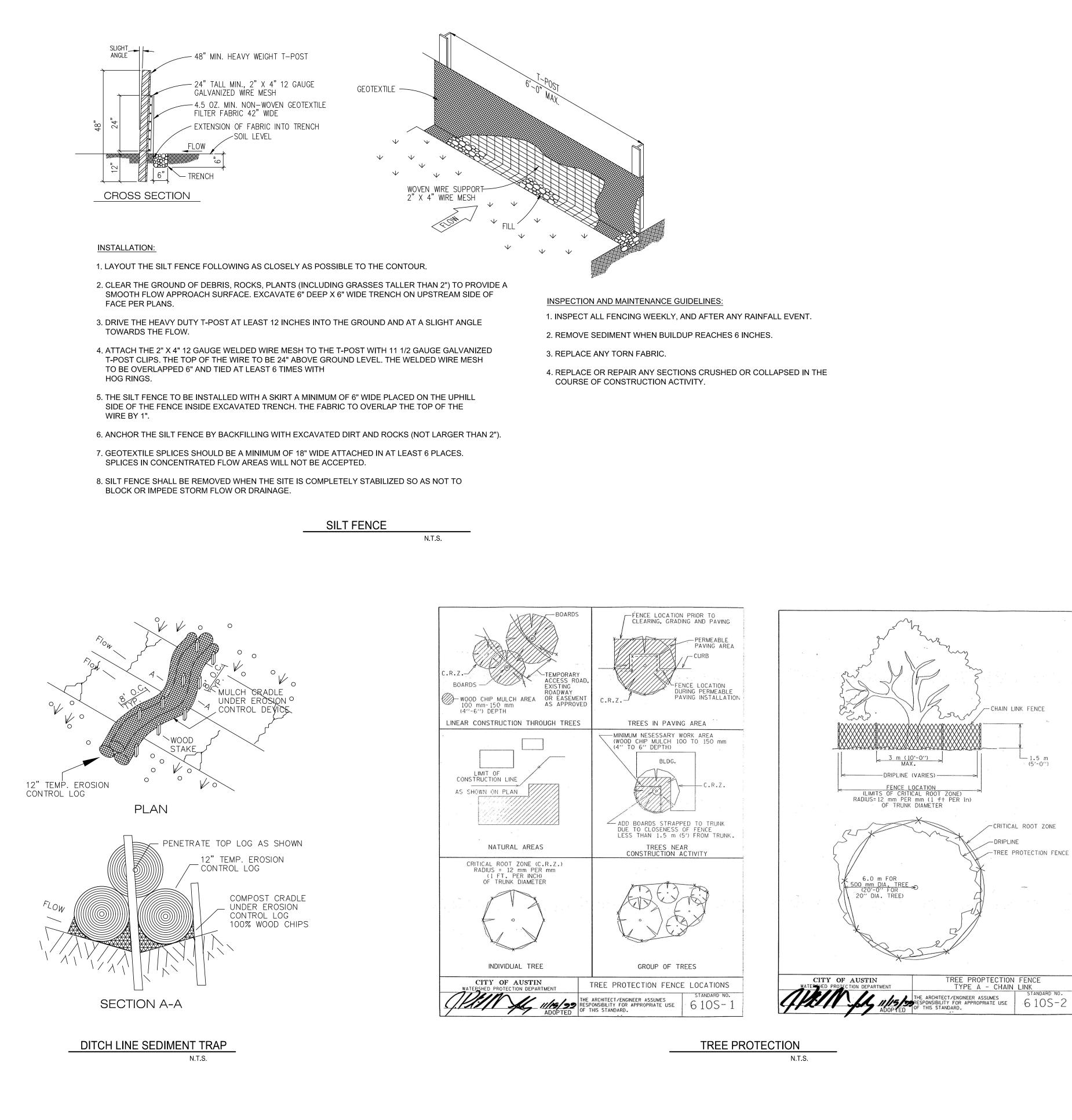




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TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140         1141         1142         1143         1144	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 16" LIVE OAK 16" LIVE OAK 19" LIVE OAK 18" LIVE OAK 36" LIVE OAK	P P P P P P P P P P P P P P P P P P P		3008         3009         3010         3011         3012         3013         3014         3015         3016         3017         3018         3019         3020         3021	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 19" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (14",10") 18" LIVE OAK (13",8") 14" LIVE OAK 33" LIVE OAK 21" LIVE OAK (14",13") 21" LIVE OAK (14",13") 14" LIVE OAK	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOTE         1.         2.         3.	CON PRO DEN DEN DEN DEN DEN CON SED CON SED CON SED CON SED THE THE THE EXA
TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140         1141         1142         1143         1144         1145         1146	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 14" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 16" LIVE OAK 19" LIVE OAK 19" LIVE OAK 18" LIVE OAK 36" LIVE OAK 8" TREE 18" LIVE OAK (12",11")	P P P P P P P P P P P P P P P P P P P		3008         3009         3010         3011         3012         3013         3014         3015         3016         3017         3018         3019         3020         3021         3022         3023	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 22" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (14",10") 18" LIVE OAK (14",10") 14" LIVE OAK (13",8") 14" LIVE OAK 13" LIVE OAK 13" LIVE OAK 13" LIVE OAK (14",13") 21" LIVE OAK (14",13") 21" LIVE OAK (14",13") 14" LIVE OAK 13" LIVE OAK 13" LIVE OAK 13" LIVE OAK 13" LIVE OAK	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOTE         1.         2.         3.	CON PRO DEN DEN DEN DEN DEN CON SED CON SMO THE THE THE THE EXA NOT THE EXA
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TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140         1141         1142         1143         1144         1145         1146         1147         3000         3001         3002         3003	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 14" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 16" LIVE OAK 19" LIVE OAK 19" LIVE OAK 19" LIVE OAK 36" LIVE OAK 36" LIVE OAK 8" TREE 18" LIVE OAK (12",11") 15" LIVE OAK 22" LIVE OAK 22" LIVE OAK 34" LIVE OAK (24",20") 19" LIVE OAK	P P P P P P P P P P P P P P P P P P P		3008 3009 3010 3011 3012 3013 3014 3015 3016 3017 3016 3017 3018 3017 3018 3019 3020 3021 3022 3023 3024 3025 3026 LEGEND P - PROTEC	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (14",10") 18" LIVE OAK (13",8") 14" LIVE OAK (13",8") 14" LIVE OAK (13",8") 14" LIVE OAK (14",13") 21" LIVE OAK (14",13") 21" LIVE OAK (14",13") 14" LIVE OAK (10",7")	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOTE         1.         2.         3.         4.	CON PRO DEM DEM DEM DEM DEM DEM CON SCON SCON SMO THE THE THE EXA CON A PR CON THE EXA CON A PR CON CON SCON SCON SCON SCON SCON SCON S
TAG NO.         1132         1133         1134         1135         1136         1137         1138         1139         1140         1141         1142         1143         1144         1145         1146         1147         3000         3001         3002         3003         3004	DESCRIPTION 12" LIVE OAK 9" LIVE OAK 8" LIVE OAK 13" LIVE OAK 14" LIVE OAK 17" CEDAR ELM 16" LIVE OAK 16" LIVE OAK 16" LIVE OAK 19" LIVE OAK 19" LIVE OAK 36" LIVE OAK 36" LIVE OAK 8" TREE 18" LIVE OAK 19" LIVE OAK 22" LIVE OAK 19" LIVE OAK	P         P <td< td=""><td></td><td>3008 3009 3010 3011 3012 3013 3014 3015 3016 3017 3018 3017 3018 3017 3018 3019 3020 3021 3022 3023 3024 3025 3026 LEGEND</td><td>DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (14",10") 18" LIVE OAK (13",8") 14" LIVE OAK (13",8") 14" LIVE OAK (13",8") 14" LIVE OAK (14",13") 21" LIVE OAK (14",13") 21" LIVE OAK (14",13") 14" LIVE OAK (10",7")</td><td>NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P</td><td>NOTE         1.         2.         3.         4.</td><td>CON PRO DEN DEN DEN DEN DEN CON SCON SCON SCON SCON SCON SCON SCON</td></td<>		3008 3009 3010 3011 3012 3013 3014 3015 3016 3017 3018 3017 3018 3017 3018 3019 3020 3021 3022 3023 3024 3025 3026 LEGEND	DESCRIPTION 19" LIVE OAK 22" LIVE OAK 22" LIVE OAK 27" LIVE OAK 20" CEDAR ELM (16",7") 24" LIVE OAK (14",10") 18" LIVE OAK (14",10") 18" LIVE OAK (13",8") 14" LIVE OAK (13",8") 14" LIVE OAK (13",8") 14" LIVE OAK (14",13") 21" LIVE OAK (14",13") 21" LIVE OAK (14",13") 14" LIVE OAK (10",7")	NEIGHBORHO STATUS P P P P P P P P P P P P P P P P P P P	NOTE         1.         2.         3.         4.	CON PRO DEN DEN DEN DEN DEN CON SCON SCON SCON SCON SCON SCON SCON
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## GUIDELINES FOR DESIGN AND INSTALLATION OF TEMPORARY EROSION AND SEDIMENTATION CONTROLS

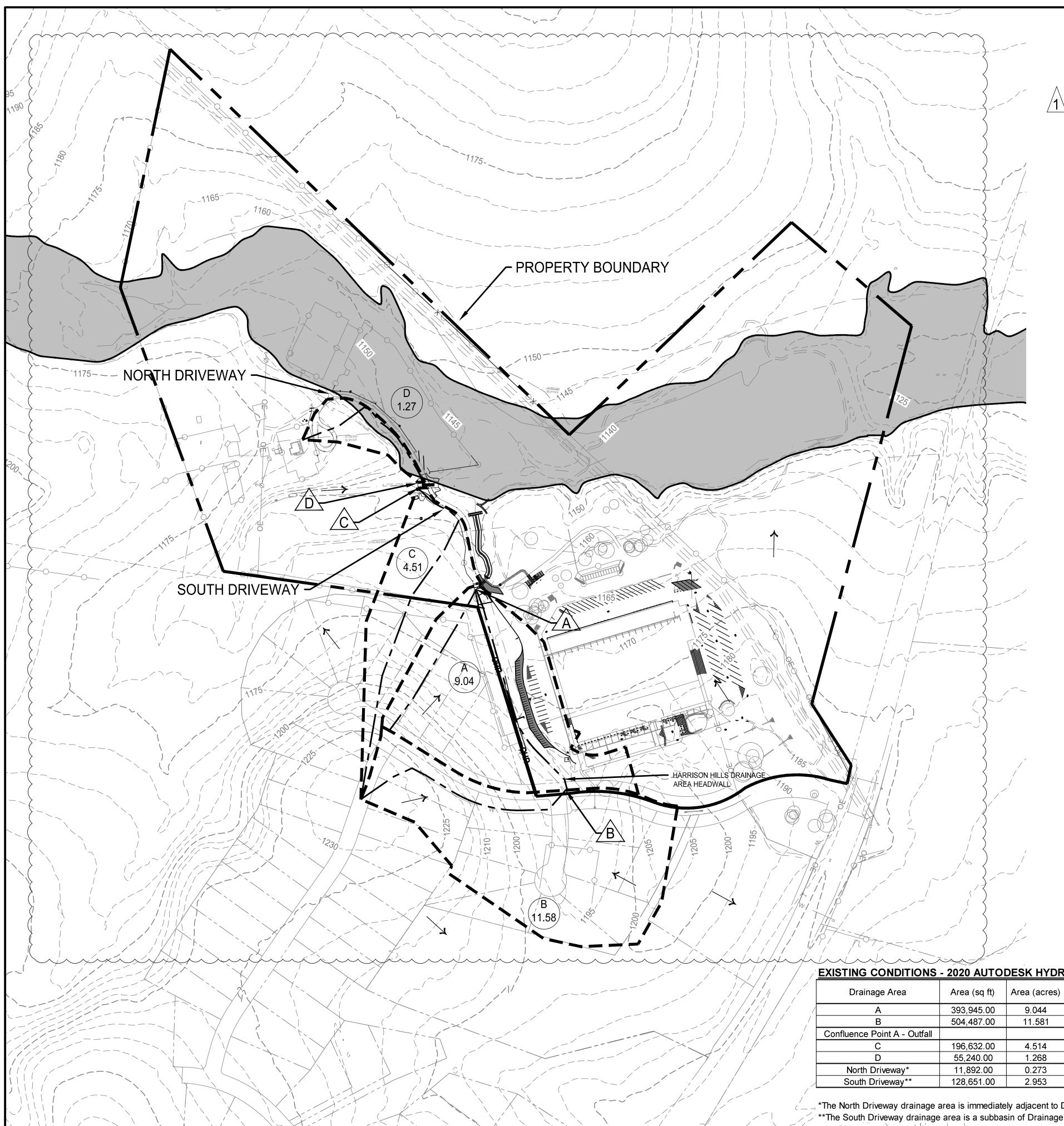
TYPE OF STRUCTURE	REACH LENGTH	MAXIMUM DRAINAGE AREA	SLOPE	
SILT FENCE	N/A	2 ACRES	0 - 10%	
	200 FEET	2 ACRES	10 - 20%	
	100 FEET	1 ACRE	20 - 30%	
	50 FEET	1/2 ACRE	> 30%	
TRIANGLE FILTER DIKE	100 FEET	1/2 ACRE	< 30% SLOPE	
	50 FEET	1/4 ACRE	> 30% SLOPE	
ROCK BERM *, **	500 FEET	< 5 ACRES	0 - 10%	

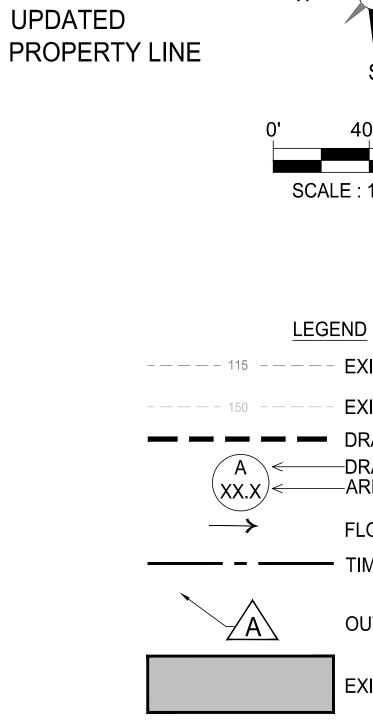
\* FOR ROCK BERM DESIGN WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATIONS AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW. \*\* HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF GEORGETOWN.

> EROSION & SEDIMENTATION CONTROL GUIDELINES N.T.S.

ltem # 17.

NO. 1	REVISION ADDENDUM #1	DATE 03/02/22
THE D COPYF PROTE AMENI OR TH SUBJE	RIGHT NOTICE: ESIGNS REPRESENTED BY THES RIGHTED AND ARE SUBJECT TO ( ECTION UNDER 17 U.S.C. §101, ET DED. UNAUTHORIZED USE OF TH E DESIGNS REPRESENTED THEF ECT THE INFRINGER TO DAMAGES IAL ACTION AS PROVIDED BY FEI	COPYRIGHT SEQ., AS ESE PLANS REIN WILL S AND/OR
	<b>Solution</b> <b>ENGINEERING C</b> <b>T.B.P.L.S. Firm Registration # 101</b> <b>T.B.P.E. Firm Registration # F-9</b> 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100	93770
ENC	GINEER'S SEAL:	
	CHAD GILPIN 91800 CHAD GILPIN 91800 CHAD GILPIN 91800 CENSED COS	02/22
FAC	CILITY:	
DF	RIPPING SPRI RANCH PAR	
PRO	DJECT:	
-	RANCH HOUS ROAD PHASE SRP RE-STRIF PROJECT	1 &
	ds	~
	DRIPPING SPRIN Texas	IGS
	Open spaces, friendly fac	ces.
DES	SIGN: <u>BL</u> CHECKED	<u>CG/RB:</u>
DAT	re: <u>02/09/20</u> 2	22
PRO	DJ # <u>PARKS-202</u>	22-01
C	EROSION & SEDIMENTATIO CONTROL DETA SHEET 08 OF 20	AILS





NOTES:

- 3.
- 4. SYSTEM (TNRIS) DATABASE.
- SPRINGS AT THE TIME THIS SITE PLAN WAS COMPLETED.
- 6. CITY OF AUSTIN DRAINAGE CRITERIA MANUAL.

EXISTING CONDITIONS	Q - PEAK FLOWS									
Drainage Area	Area (sq ft)	Area (acres)	Area (Sq Mile)	CN	Tc (hrs)	Tlag	2 YEAR (cfs)	10 YEAR (cfs)	25 YEAR (cfs)	100 YEAR (cfs)
A	393,945.00	9.044	0.0141	84.47	0.281	0.169	18.43	36.31	50.27	77.44
В	504,487.00	11.581	0.0181	84.00	0.681	0.408	16.44	32.71	45.46	70.31
Confluence Point A - Outfall							26.26	53.02	74.21	115.72
С	196,632.00	4.514	0.0071	81.99	0.462	0.277	7.10	14.57	20.46	31.98
D	55,240.00	1.268	0.0020	89.00	0.348	0.209	2.83	5.21	7.04	10.62
North Driveway*	11,892.00	0.273	0.0004	89.00	0.193	0.116	0.76	1.40	1.89	2.85
South Driveway**	128,651.00	2.953	0.0046	81.99	0.462	0.277	4.65	9.53	13.39	20.92

, \*The North Driveway drainage area is immediately adjacent to Drainage Area D and has the same assumptions as Drainage Area D other than the Area and Time of Concentration \*\*The South Driveway drainage area is a subbasin of Drainage Area C and and has the same assumptions as Drainage Area C other than the Area.

ltem # 17. NO. REVISION DATE ADDENDUM #1 03/02/2 COPYRIGHT NOTICE: THE DESIGNS REPRESENTED BY THESE PLANS AR COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW .PIN ENGINEERING COMPAN T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100 ENGINEER'S SEAL: It HAN GELTER CHAD GILPIN 91800 ICENSE NUSIDINAL ENGINE O3/02/22 FACILITY: DRIPPING SPRINGS RANCH PARK PROJECT: RANCH HOUSE ROAD PHASE 1 & DSRP RE-STRIPING PROJECT



# DESIGN: BL CHECKED: CG/RB

DATE: <u>02/09/2</u>022

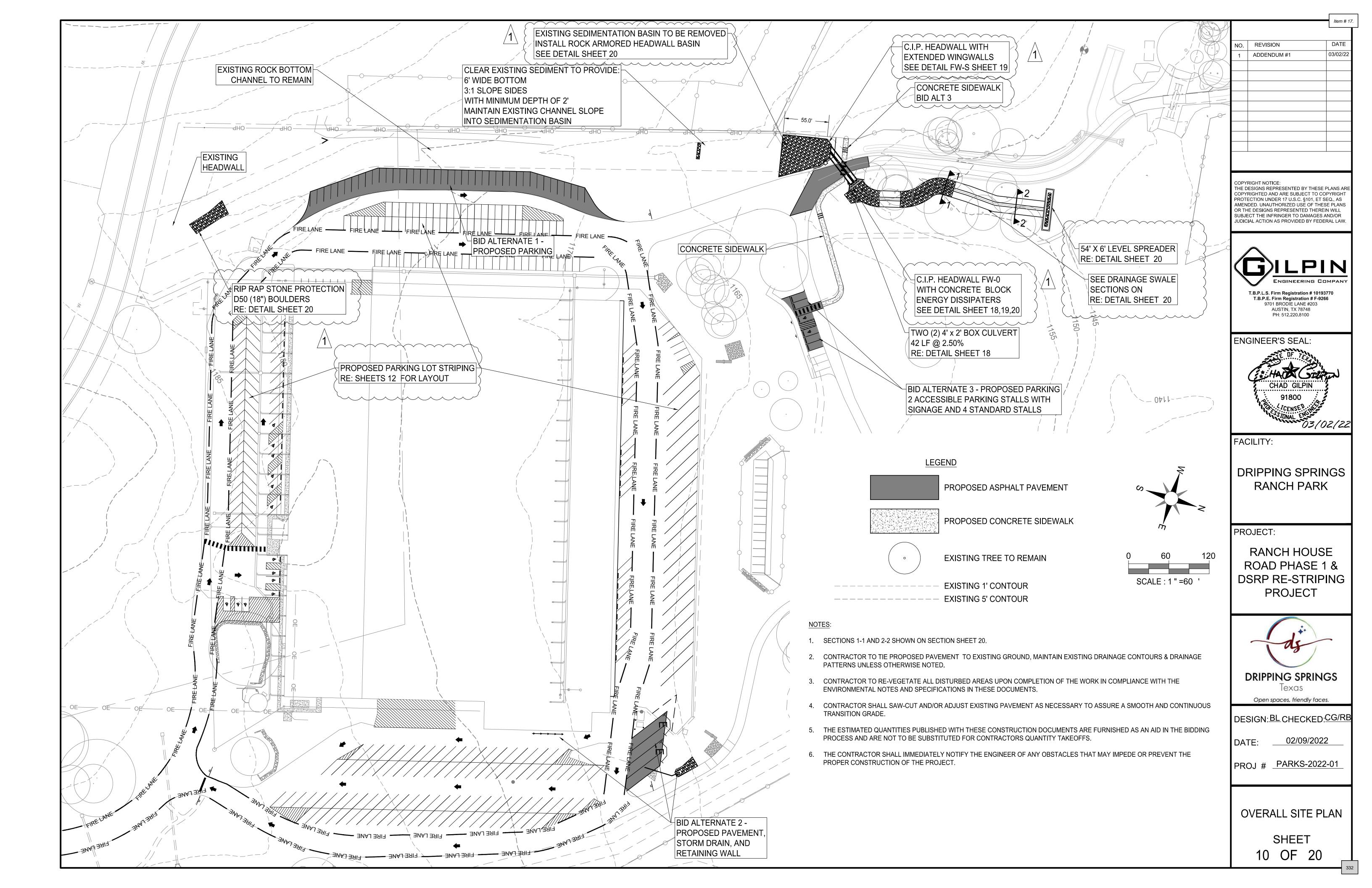
PROJ # PARKS-2022-01

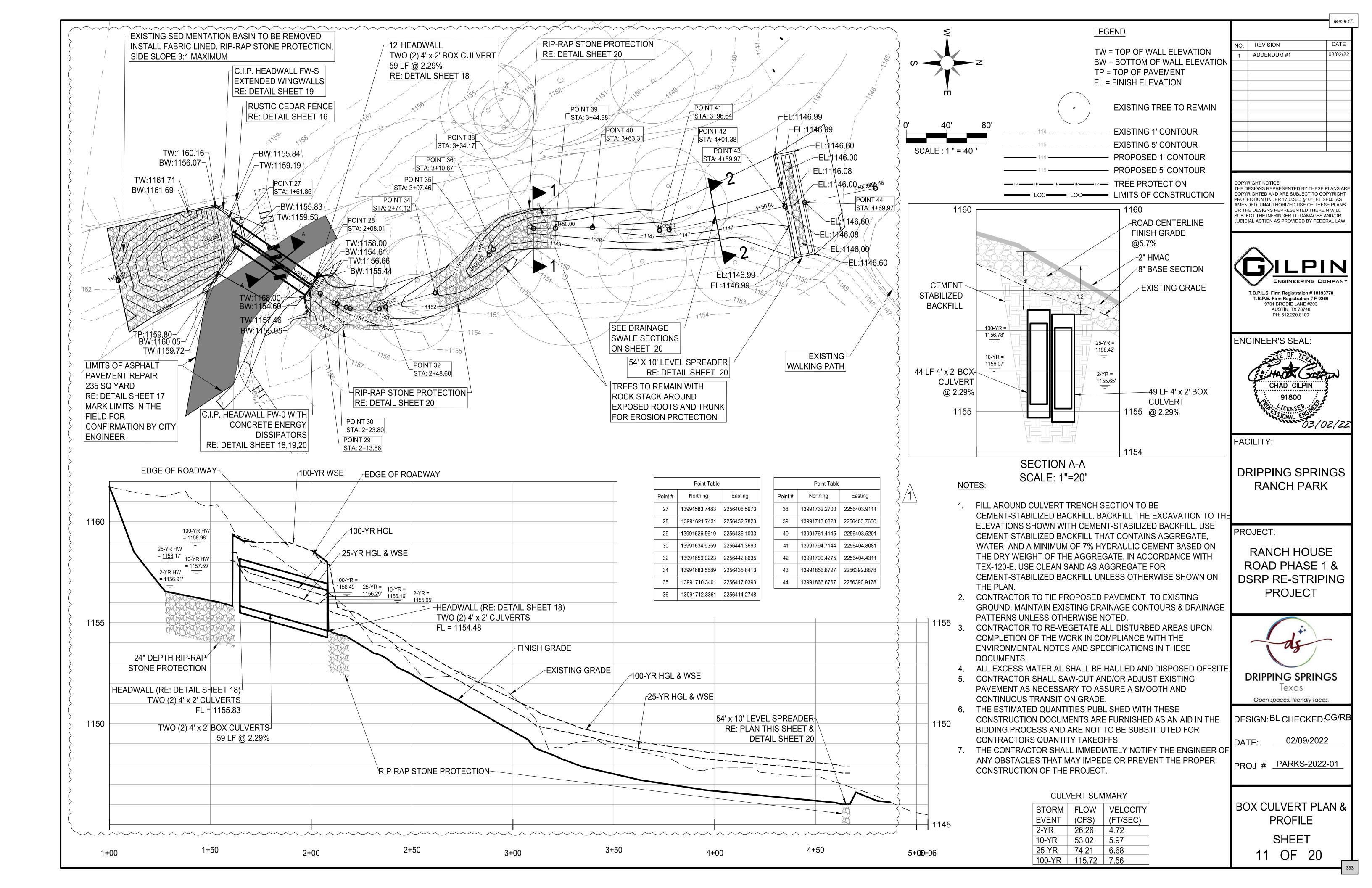
OVERALL DRAINAGE AREA MAP SHEET 09 OF 20

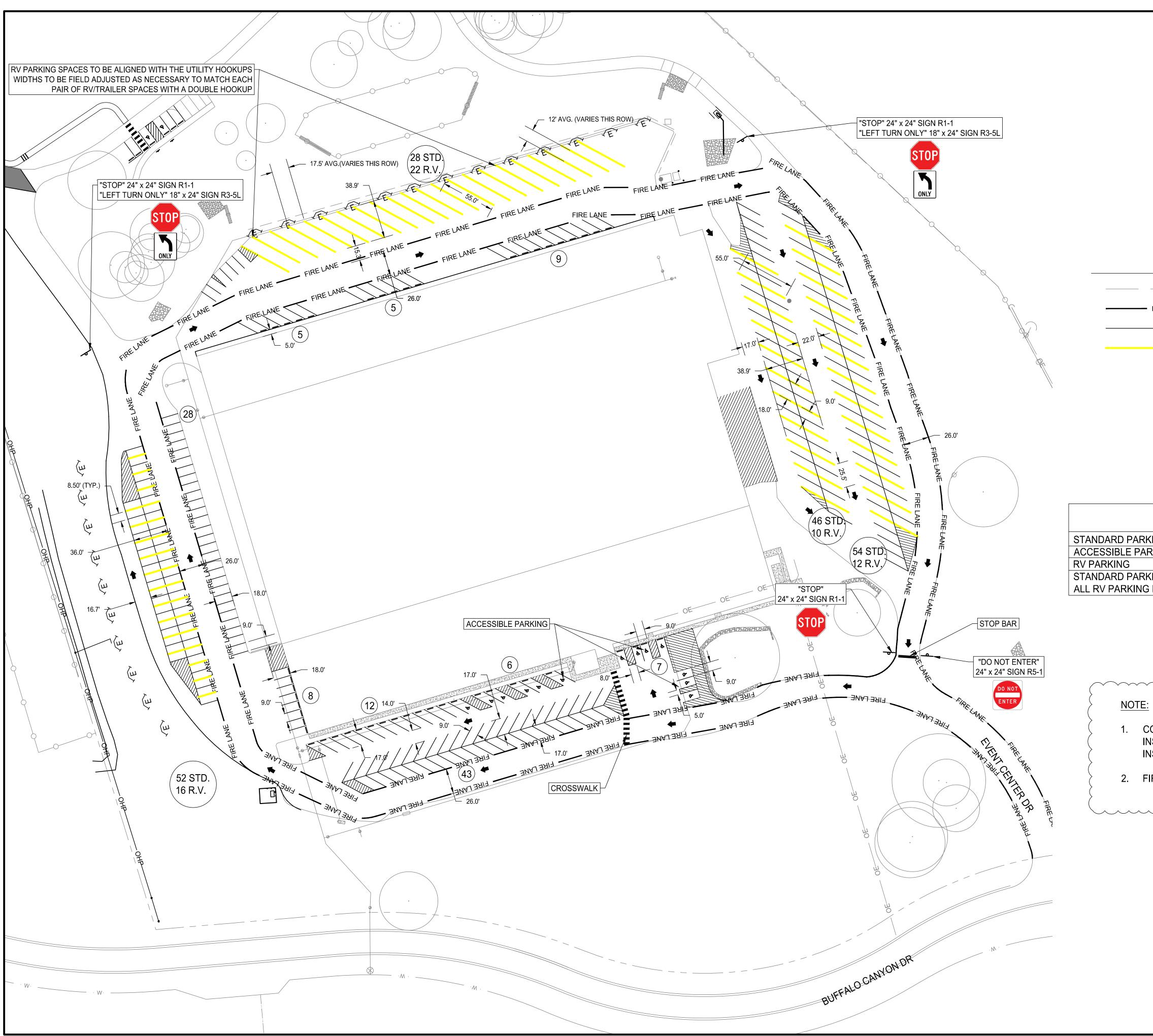
- 800 SCALE : 1 " =400'
- ----- 115 ----- EXISTING 5' CONTOURS
  - EXISTING 25' CONTOURS
  - DRAINAGE AREA BOUNDARY —DRAINAGE AREA —AREA (ACRES)
  - FLOW DIRECTION
  - TIME OF CONCENTRATION PATH
  - OUTFALL LOCATION
  - EXISTING 100-YR FLOODPLAIN

THE PROPOSED SITE IS LOCATED PARTIALLY WITHIN THE 100-YEAR FLOODPLAIN. FIRM PANEL NO. 48209C0128F, HAYS COUNTY, TEXAS AND INCORPORATED AREAS (EFFECTIVE DATE SEPTEMBER 2, 2005). 2. THE SITE IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. THE SITE IS LOCATED IN THE LITTLE BARTON CREEK ZONE WATERSHEDS. 1 FT CONTOURS WERE INTERPOLATED FROM THE CAPCOG 2008 5 FT CONTOURS AVAILABLE ON THE TEXAS NATURAL RESOURCES INFORMATION

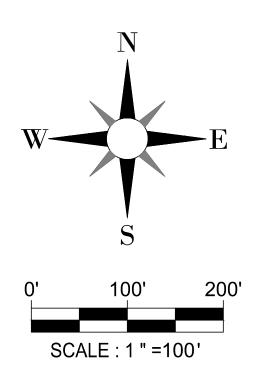
5. THE 24-HOUR STORM EVENT RAINFALL DATA USED FOR THIS DRAINAGE ANALYSIS WAS OBTAINED FROM THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) AND IS CURRENT FOR THE CITY OF DRIPPING ALL DRAINAGE DESIGN CRITERIA USED FOR THIS DRAINAGE ANALYSIS OTHER THAN THE STORM EVENT RAINFALL DATA WAS OBTAINED FROM THE CURRENT







ltem # 17.



# LEGEND

	ROW
FIRE LANE	FIRE LANE (NO PARKING)
	PARKING STRIPE
	RV YELLOW PARKING STRIPE
←	TRAFFIC FLOW
√E √	RV ELECTRICAL HOOKUP (EXIST)

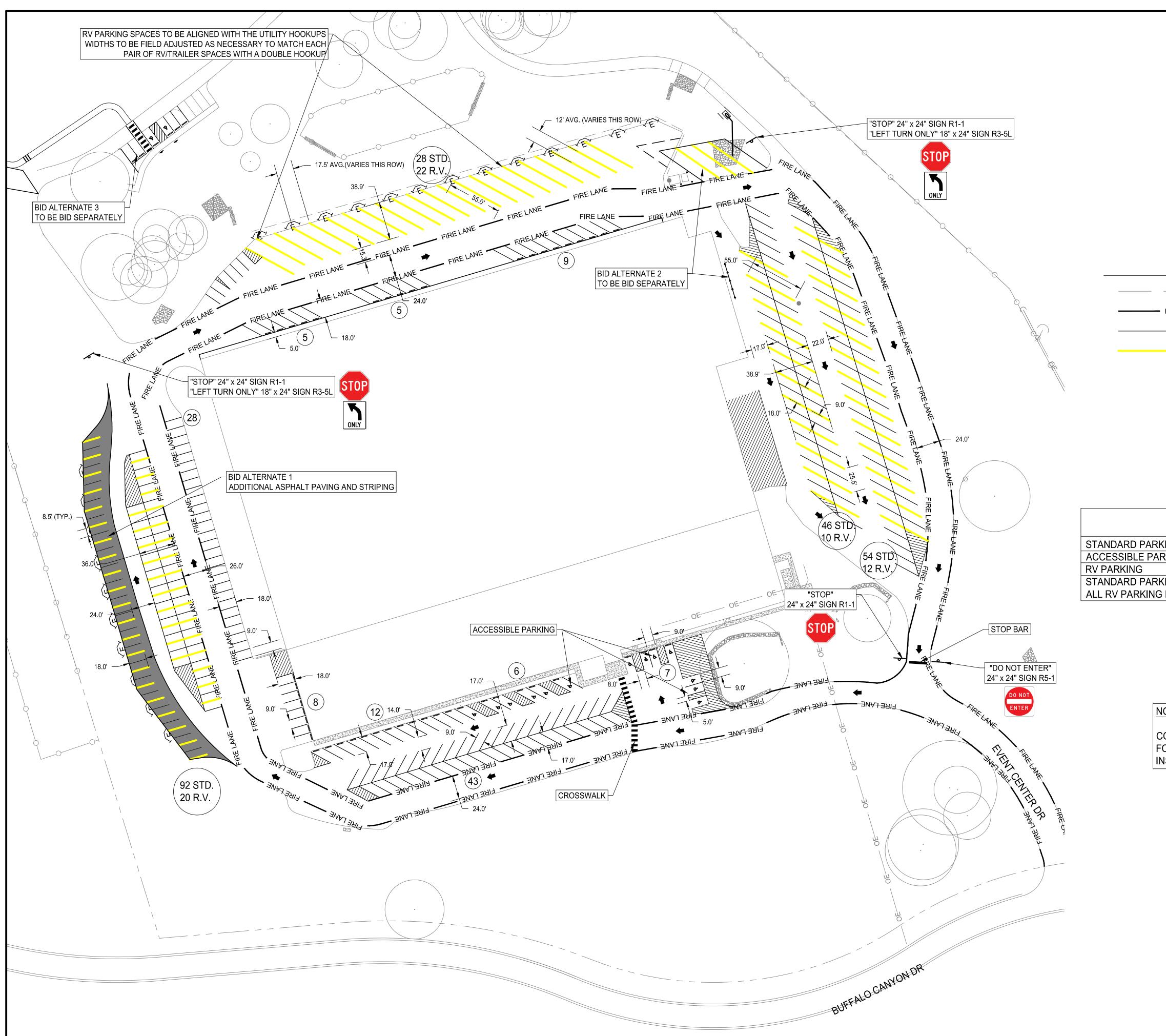
	BASE BID	BID	BID	BID	TOTAL
	LAYOUT	ALT 1	ALT 2	ALT 3	BUILD
KING	303	+40	+4	+6	353
RKING	13	-	-	+2	15
	60	+5	+4	-	69
KING WITH G FULL	129	-	-	+6	134

### 1. CONTRACTOR TO MARK PARKING LAYOUT FOR INSPECTION BY ENGINEER PRIOR TO INSTALLATION OF PERMANENT STRIPING.

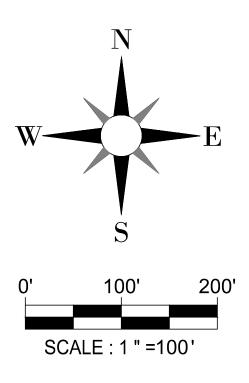
2. FIRE LANE SHALL BE MINIMUM 26 FT WIDE.

NO. REVISION DATE 03/02/2 ADDENDUM #1 COPYRIGHT NOTICE: THE DESIGNS REPRESENTED BY THESE PLANS AR COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW  $\mathbf{P}$ ENGINEERING COMPAN T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100 ENGINEER'S SEAL: HACCE CHAD GILPIN 91800 **`**03/02/22 FACILITY: DRIPPING SPRINGS RANCH PARK PROJECT: RANCH HOUSE ROAD PHASE 1 & DSRP RE-STRIPING PROJECT DRIPPING SPRINGS Texas Open spaces, friendly faces. DESIGN:<u>BL</u>CHECKED:<u>CG/RB</u> DATE: 02/09/2022 PROJ # PARKS-2022-01 DSRP RESTRIPING PLAN - BASE BID SHEET

12 OF 20



ltem # 17.



# LEGEND

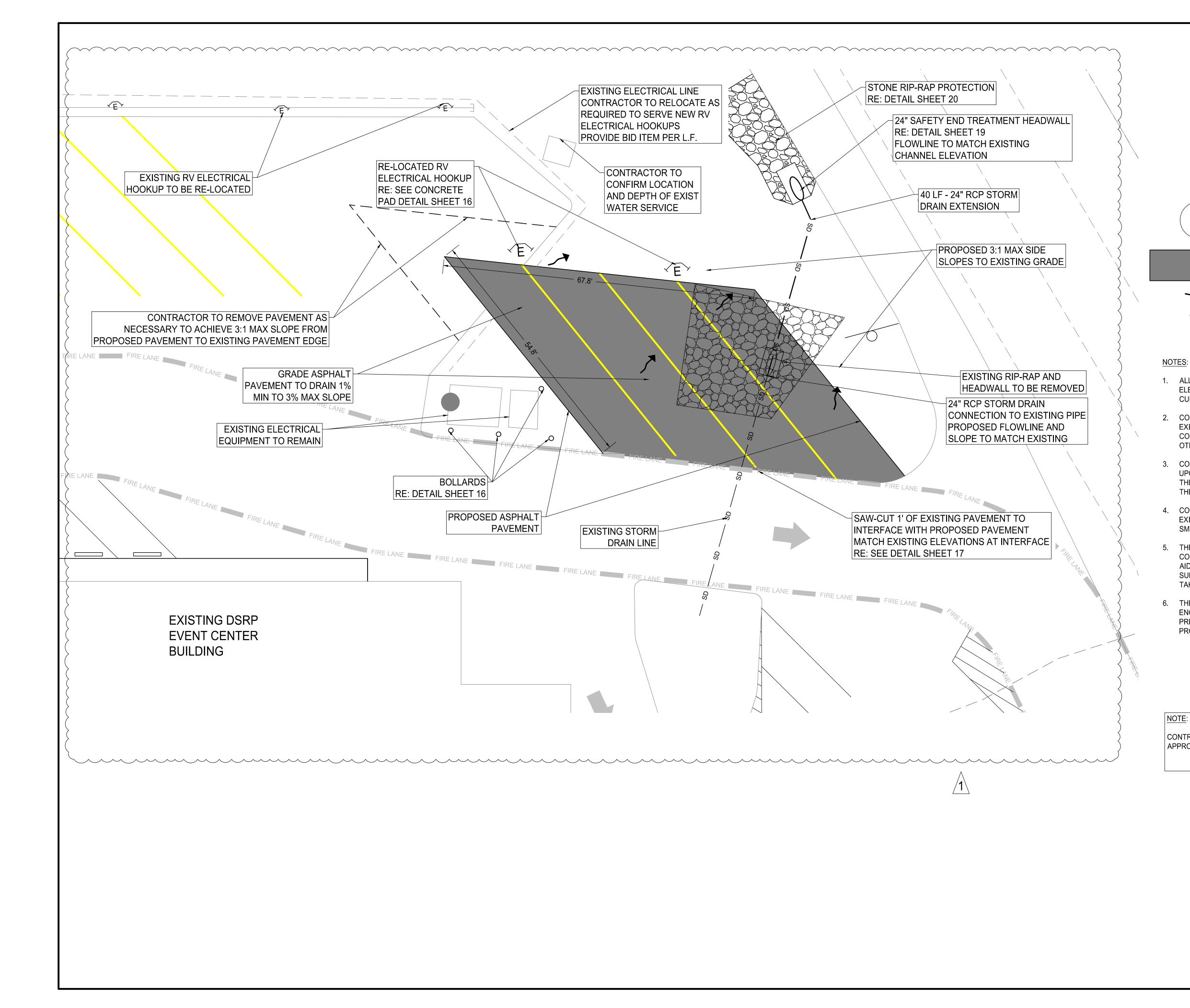
	ROW
	FIRE LANE (NO PARKING)
	PARKING STRIPE
	RV YELLOW PARKING STRIPE
←	TRAFFIC FLOW
√E >	RV ELECTRICAL HOOKUP (EXIST)

	BASE BID	BID	BID	BID	TOTAL
	LAYOUT	ALT 1	ALT 2	ALT 3	BUILD
KING	303	+40	+4	+6	353
RKING	13	E	-	+2	15
	60	+5	+4	-	69
KING WITH G FULL	129	-	-	+6	134

NOTE:

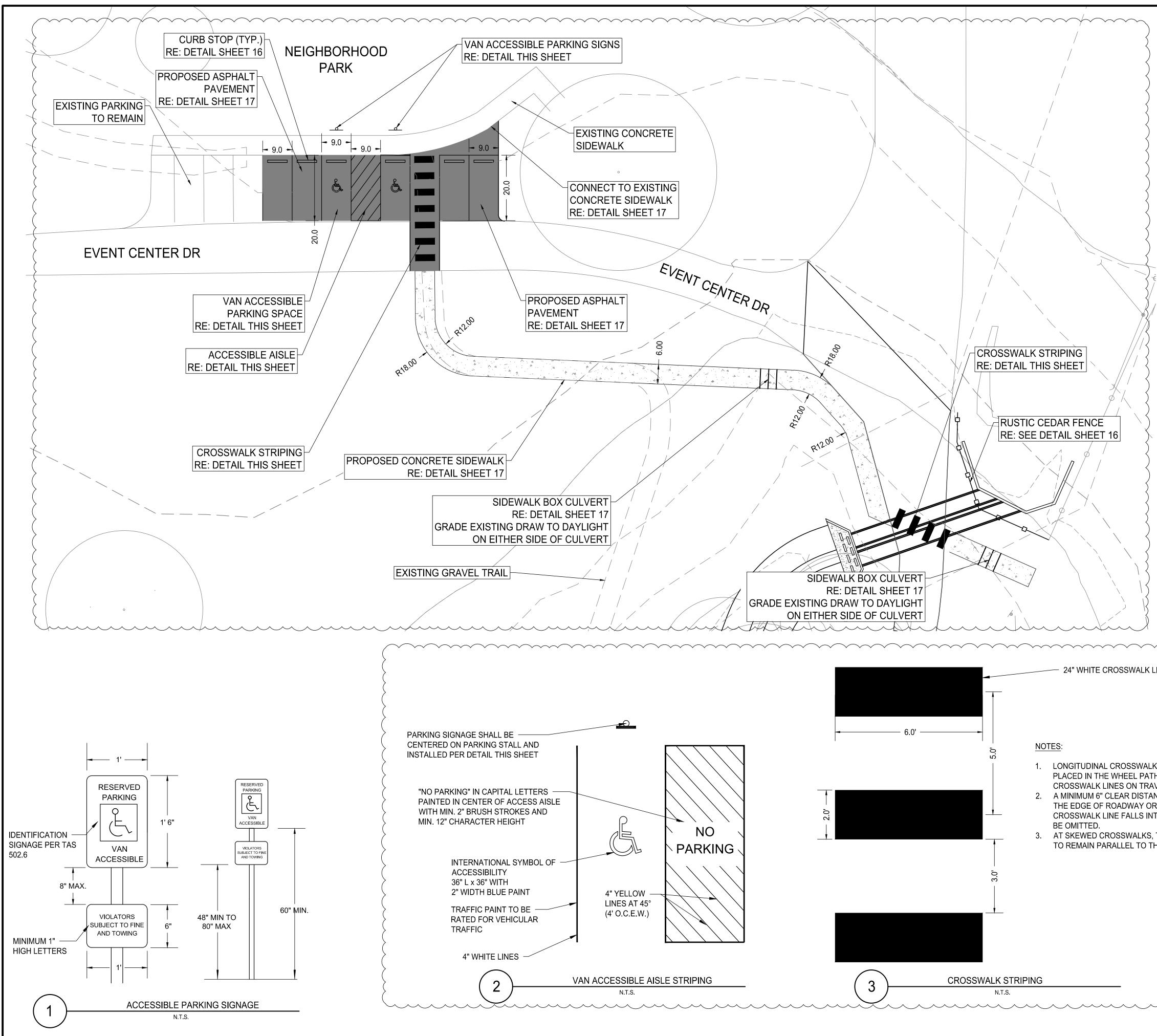
CONTRACTOR TO MARK PARKING LAYOUT FOR INSPECTION BY ENGINEER PRIOR TO INSTALLATION OF PERMANENT STRIPING.

NO.	REVISION	DATE
1	ADDENDUM #1	03/02/22
COPY	RIGHT NOTICE:	
	ESIGNS REPRESENTED BY THESE RIGHTED AND ARE SUBJECT TO CC	
AMEN	ECTION UNDER 17 U.S.C. §101, ET S DED. UNAUTHORIZED USE OF THE	SE PLANS
SUBJE	E DESIGNS REPRESENTED THERE CT THE INFRINGER TO DAMAGES /	AND/OR
JUDICI	IAL ACTION AS PROVIDED BY FEDE	RAL LAW.
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	T.B.P.L.S. Firm Registration # 10193 T.B.P.E. Firm Registration # F-926	
	9701 BRODIE LANE #203 AUSTIN, TX 78748	
	PH: 512.220.8100	
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	PROJECT	-
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	Texas Open spaces, friendly face	s.
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DES	Texas Open spaces, friendly face SIGN: <u>BL</u> CHECKED:	s. CG/RB
DES	Texas Open spaces, friendly face SIGN: <u>BL</u> CHECKED: TE: 02/09/2022	<sup>.s.</sup> CG/RB 2
DES	Texas Open spaces, friendly face SIGN: <u>BL</u> CHECKED:	<sup>.s.</sup> CG/RB 2
DES	Texas Open spaces, friendly face SIGN: <u>BL</u> CHECKED: TE: 02/09/2022	<sup>.s.</sup> CG/RB 2
DES	Texas Open spaces, friendly face SIGN: <u>BL</u> CHECKED: TE: 02/09/2022 DJ # <u>PARKS-2022</u>	s. <u>CG/RB</u> 2 2-01_
DES DAT PRO	Texas Open spaces, friendly face SIGN: BL CHECKED: TE: 02/09/2022 DJ # PARKS-2022 BID ALT 1 - DSR	s. <u>CG/RB</u> 2 2-01 2-01
DES DAT PRO	Texas Open spaces, friendly face SIGN: <u>BL</u> CHECKED: TE: 02/09/2022 DJ # <u>PARKS-2022</u>	s. <u>CG/RB</u> 2 2-01 2-01
DES DAT PRO	Texas Open spaces, friendly face SIGN: BL CHECKED: TE: 02/09/2022 OJ # PARKS-2022 BID ALT 1 - DSR RESTRIPING PL/	s. <u>CG/RB</u> 2 2-01 2-01
DES DAT PRO	Texas Open spaces, friendly face SIGN: BL CHECKED: TE: 02/09/2022 DJ # PARKS-2022 BID ALT 1 - DSR	s. <u>CG/RB</u> 2 2-01 <b>CP</b>



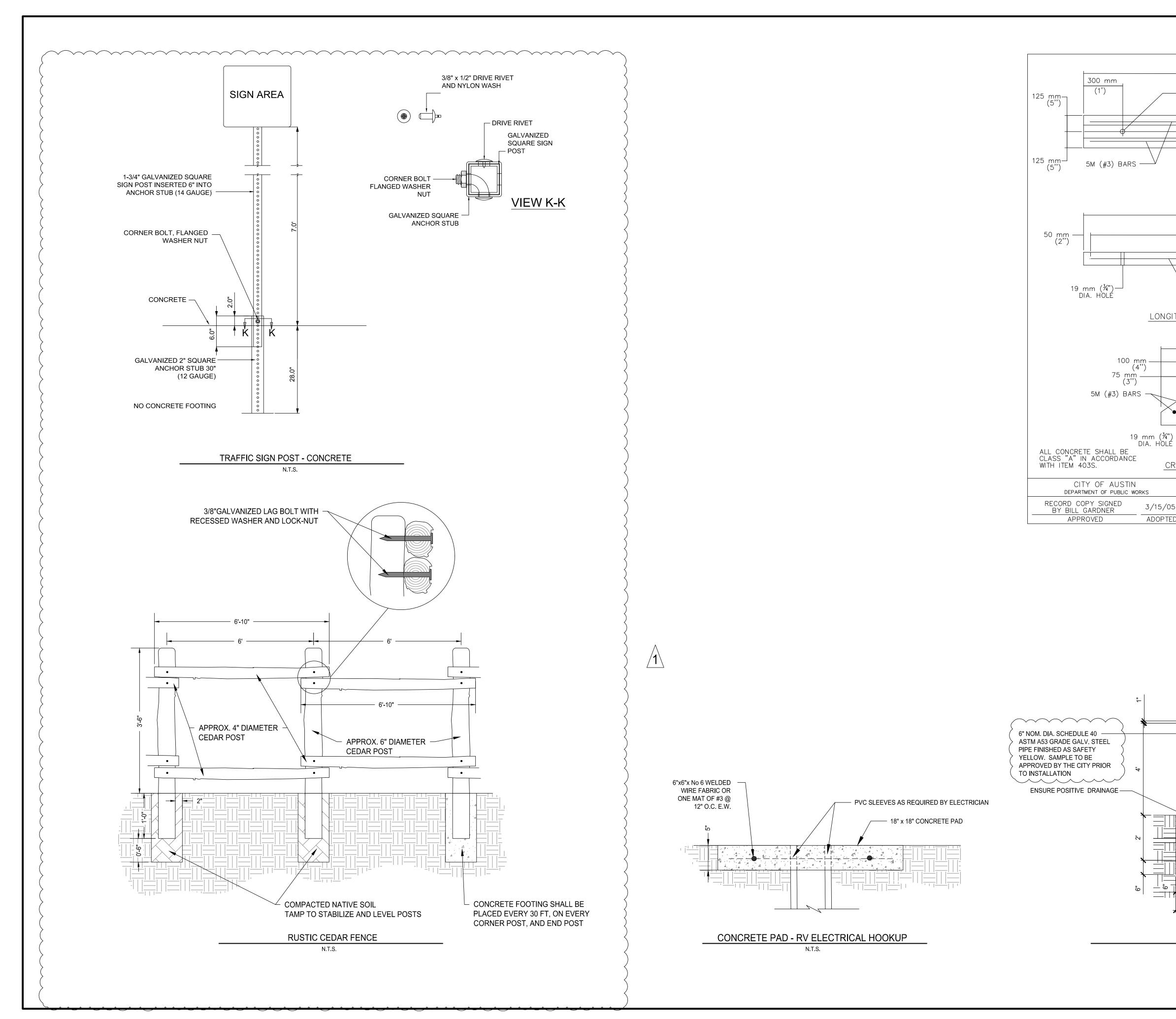


14 OF 20



# 17

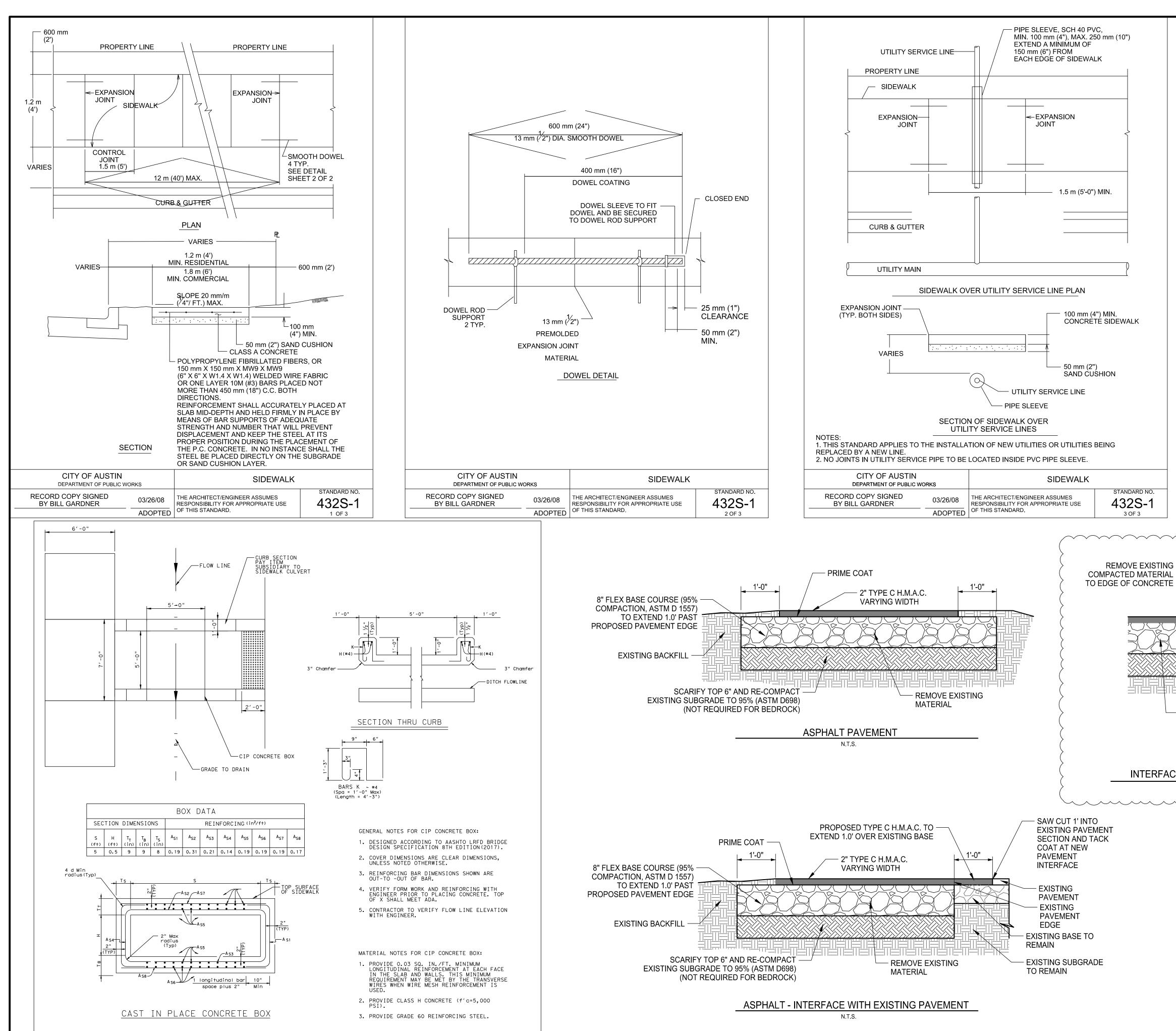
							Item # 17
		چ ب 0	15' 30'		NO. 1	REVISION ADDENDUM #1	DATE 03/02/22
L	<u>1</u>		LE : 1 " = 15' '				
			<u>EGEND</u>		CORV	RIGHT NOTICE:	
		• • • • • • • • • • • • • • • • • • • •	EXISTING TREE TO EXISTING 1' CONTO EXISTING 5' CONTO	OUR	THE D COPY PROT AMEN OR TH SUBJI	CIGNT NOTICL. DESIGNS REPRESENTED BY THESE (RIGHTED AND ARE SUBJECT TO CO ECTION UNDER 17 U.S.C. §101, ET S IDED. UNAUTHORIZED USE OF THE HE DESIGNS REPRESENTED THERE ECT THE INFRINGER TO DAMAGES CIAL ACTION AS PROVIDED BY FEDE	DPYRIGHT SEQ., AS SE PLANS IN WILL AND/OR
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//	· · · · · · · · · · · · · · · · · · ·		PROPOSED CONC	RETE SIDEWALK		T.B.P.L.S. Firm Registration # 1019 T.B.P.E. Firm Registration # F-920 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100	3770
	<u>NO</u> 1.	<u>FES</u> :	TIE PROPOSED PAVEMI				
	1.	EXISTING GROUN	D, MAINTAIN EXISTING D AINAGE PATTERNS UNLE	RAINAGE	EN	GINEER'S SEAL:	
~	2.	UPON COMPLETIC	RE-VEGETATE ALL DIST ON OF THE WORK IN CON NTAL NOTES AND SPECI ITS.	MPLIANCE WITH		CHAD GILPIN 91800	
	3.	EXISTING PAVEM	ALL SAW-CUT AND/OR A ENT AS NECESSARY TO NTINUOUS TRANSITION	ASSURE A		-	02/22
	4.	CONSTRUCTION I AID IN THE BIDDIN	QUANTITIES PUBLISHED DOCUMENTS ARE FURNI IG PROCESS AND ARE N R CONTRACTORS QUAN	SHED AS AN IOT TO BE		CILITY: RIPPING SPRIN RANCH PARK	
	5.	ENGINEER OF AN	R SHALL IMMEDIATELY N Y OBSTACLES THAT MAN OPER CONSTRUCTION (	/ IMPEDE OR			
			_		PR	OJECT:	
LIN	ES				_	RANCH HOUS ROAD PHASE <sup>2</sup> SRP RE-STRIP PROJECT	&
TH ( AVE	OF VEHIC	OULD NOT BE CLES. CENTER THE BE PROVIDED TO				dj	
R F	ACE OF THIS DIS	CURB. IF THE LAST STANCE, IT MUST SWALK LINES ARE			l	DRIPPING SPRIN Texas Open spaces, friendly face	
	LANE LII		$\left\langle \right\rangle$		DE	SIGN: <u>BL</u> CHECKED	CG/RB
						TE: <u>02/09/202</u>	
					PR	OJ # _PARKS-2022	2-01_
					AC	BID ALT 3 - CESSIBLE PAR SHEET	KING
						15 OF 20	337



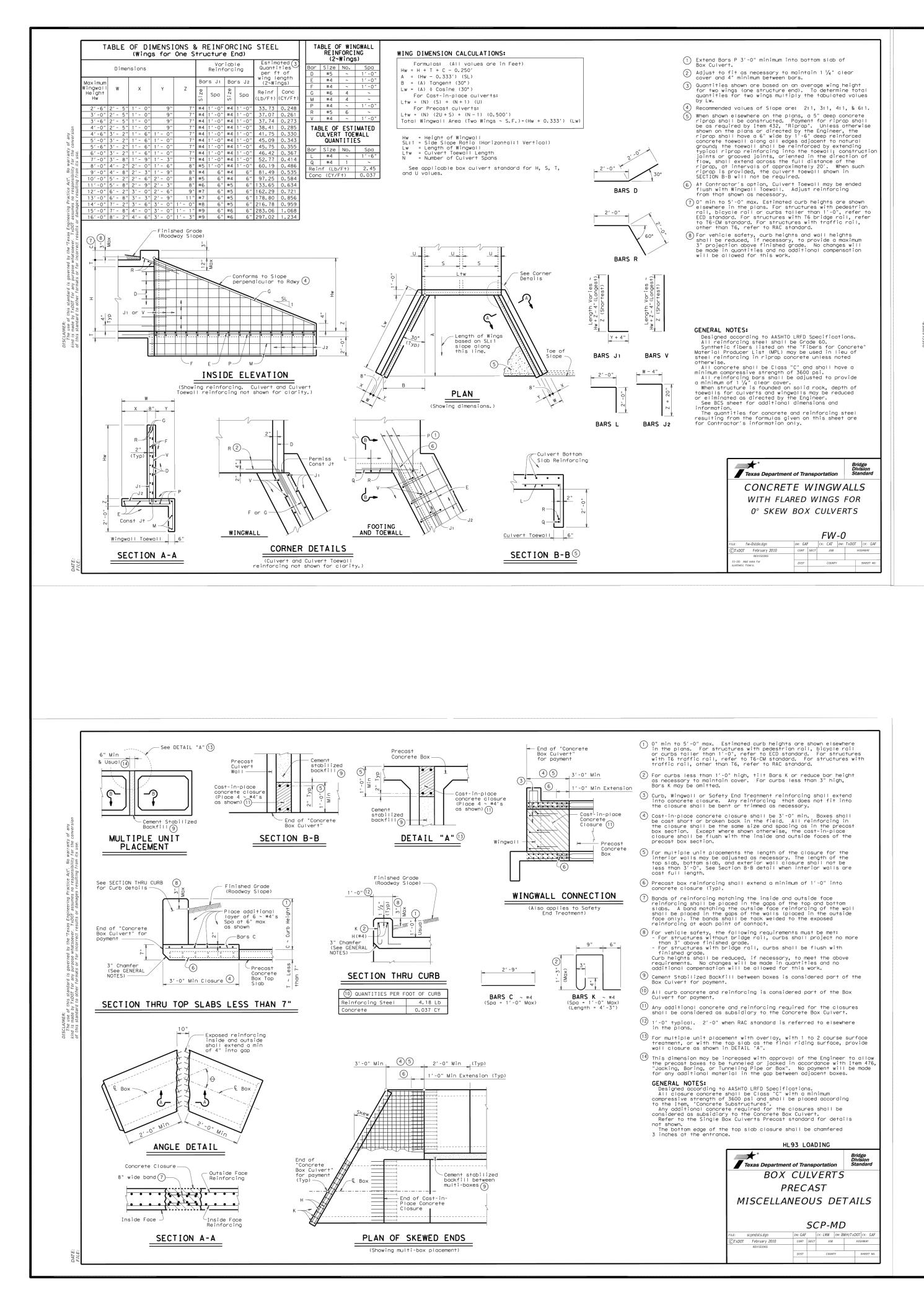
REVISION DATE NO. 03/02/2 ADDENDUM #1 1.8 m (6'-0'') 300 mm (1') -19 mm (¾") — DIA. HOLE PLAN COPYRIGHT NOTICE: 1.8 m (6'-0'') THE DESIGNS REPRESENTED BY THESE PLANS AR COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS 1.7 m (5'-8'') AMENDED. UNAUTHORIZED USE OF THESE PLANS -50 mm OR THE DESIGNS REPRESENTED THEREIN WILL (2") SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW L100 mm └\_ 5M (#3) BARS (4'') 19 mm (¾") DIA. HOLE LONGITUDINAL SECTION ENGINEERING COMPAN T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100 75 mm (3") ENGINEER'S SEAL: 100<sup>1</sup>mm GILPIN -50 mm (2") 91800 CROSS SECTION ICENSE STIDNAL ENGLAND PARKING LOT BUMPER CURB STANDARD NO. 3/15/05 THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE FACILITY: 439S-1 ADOPTED OF THIS STANDARD. **DRIPPING SPRINGS** RANCH PARK PROJECT: RANCH HOUSE ROAD PHASE 1 & - CONC. FILLED PIPE BOLLARD; DSRP RE-STRIPING SMOOTH TROWEL FINISH; ROUNDED TOP PROJECT EXP. JOINT DRIPPING SPRINGS - CONC. PVMT. Texas Open spaces, friendly faces. DESIGN:<u>BL</u>CHECKED:<u>CG/RB</u> 4000 PSI CONCRETE FOOTING ╼╧╧╤╤ 02/09/2022 DATE: PROJ # PARKS-2022-01 1'-6"Ø - UNDISTURBED SUBGRADE BOLLARD SITE DETAILS N.T.S. SHEET 16 OF 20

ltem # 17.

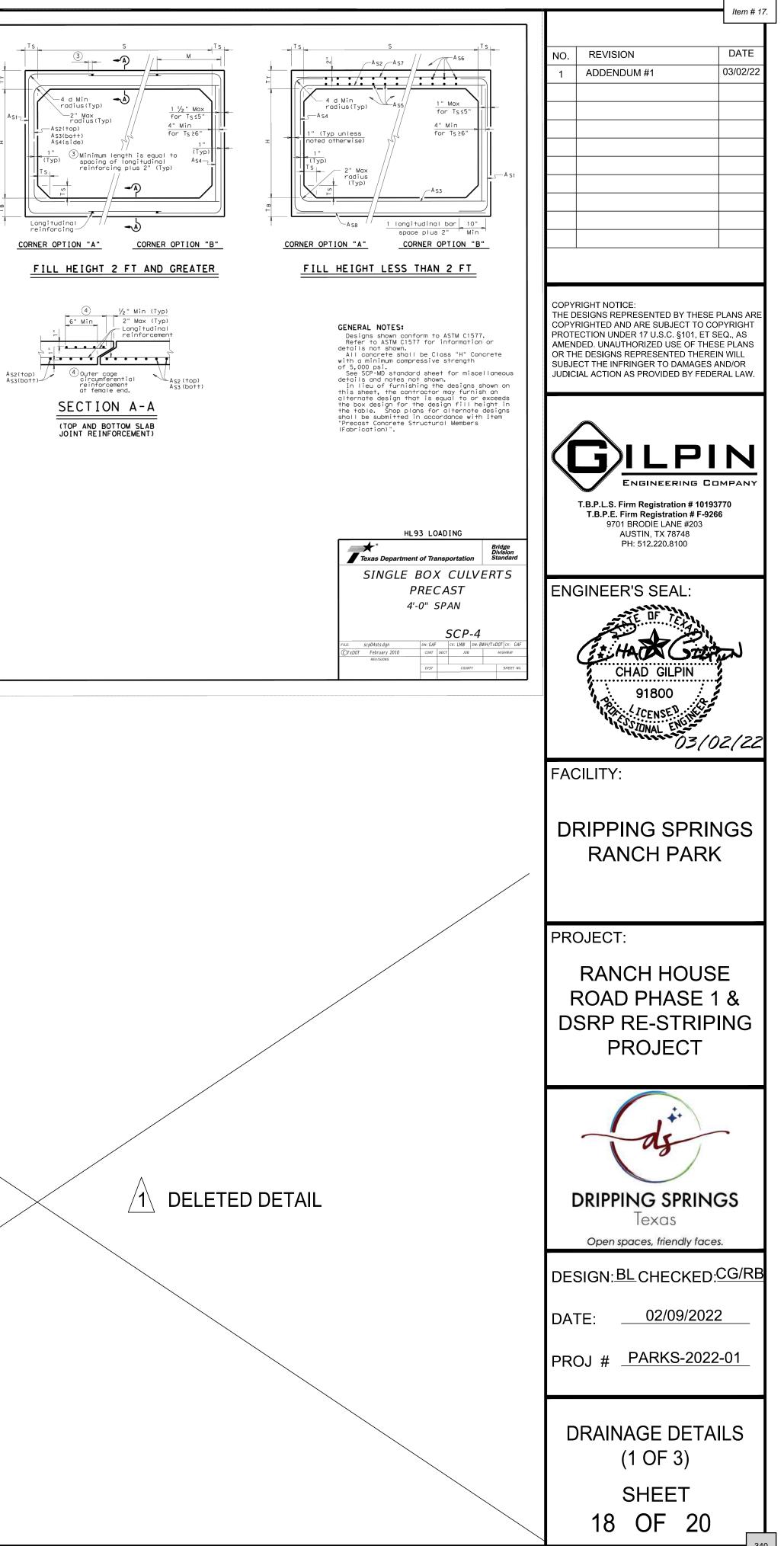
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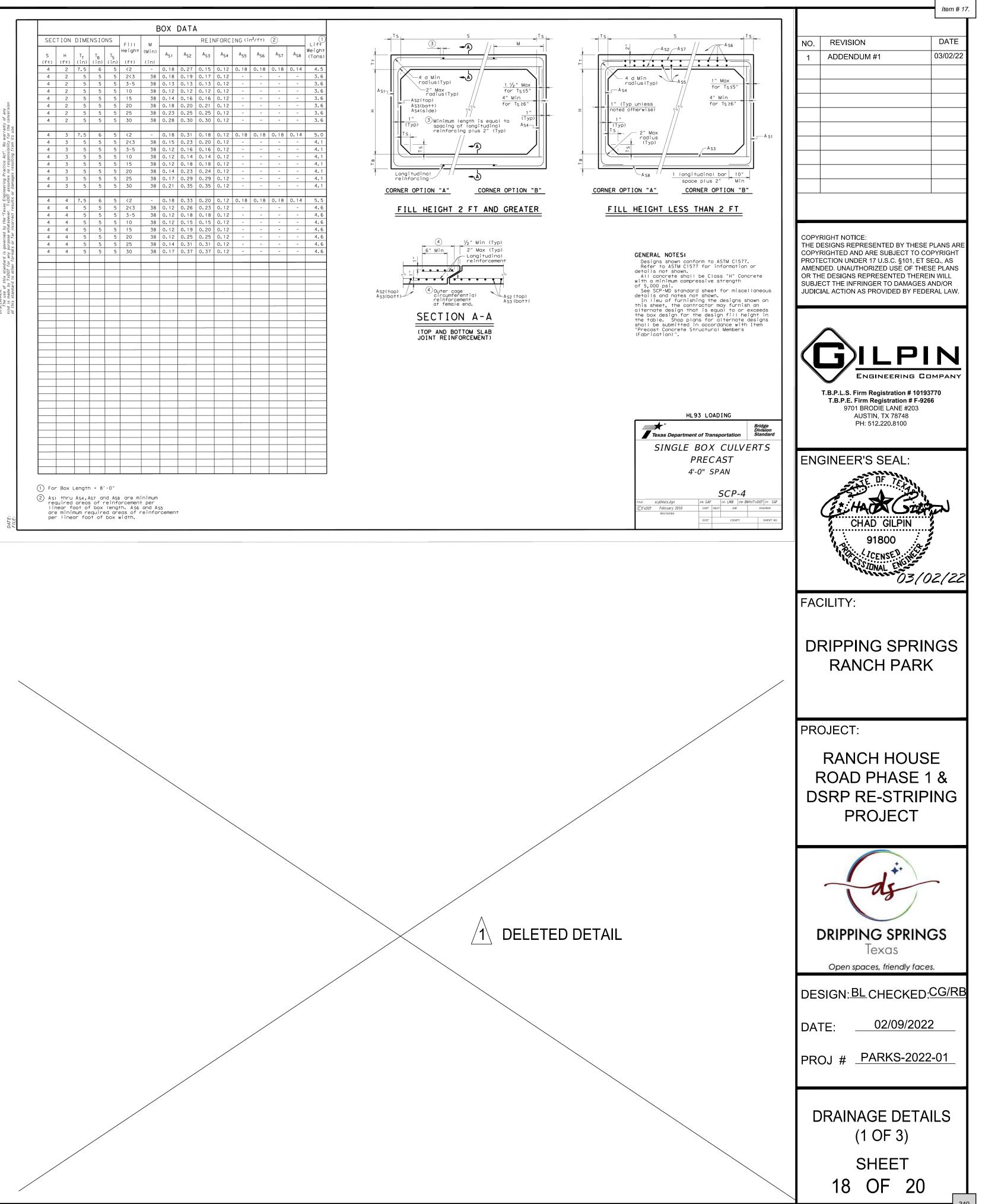


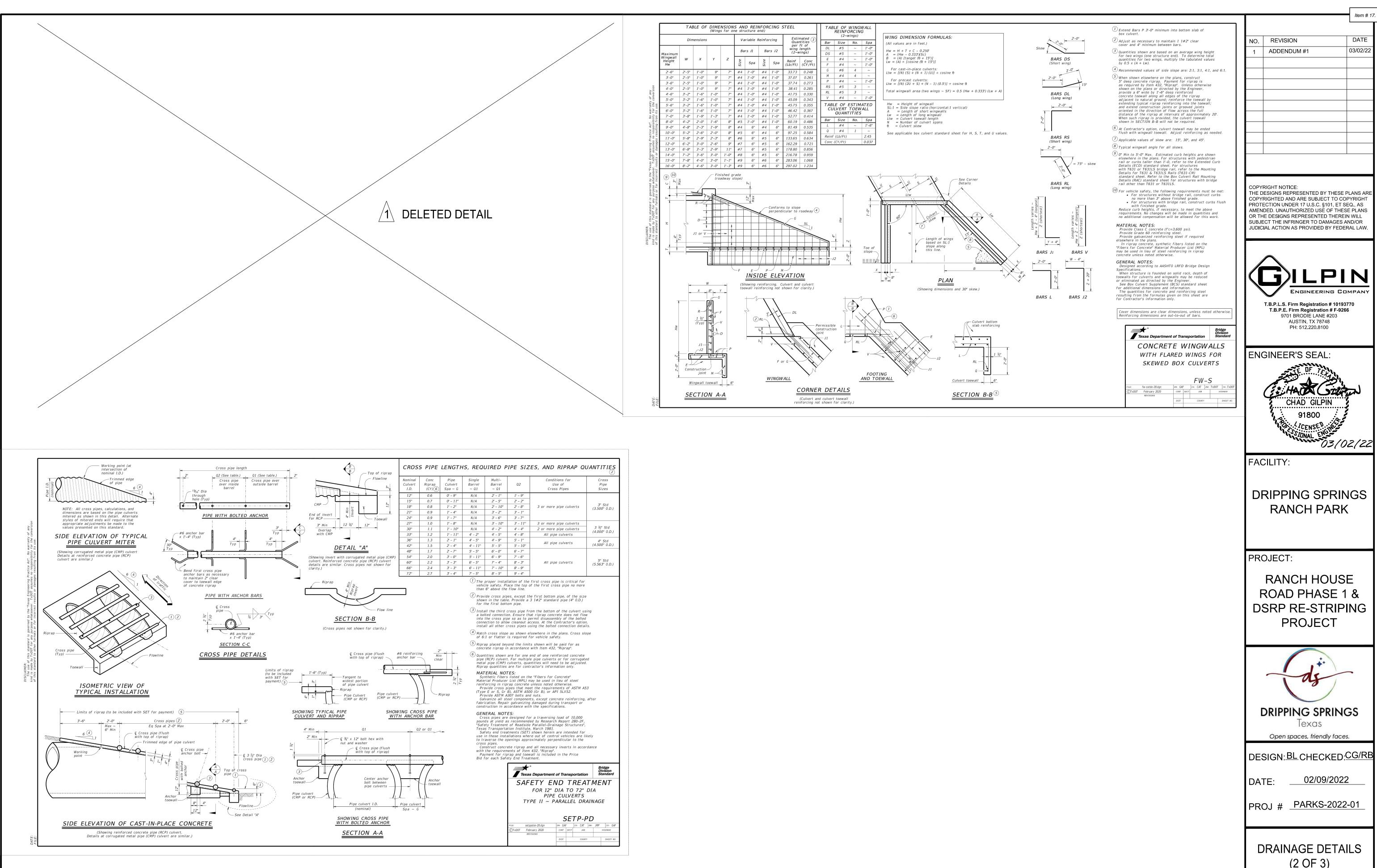
ltem # 17. DATE REVISION NO. 03/02/2 ADDENDUM #1 COPYRIGHT NOTICE: THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW Engineering Compan T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100 ENGINEER'S SEAL: CHAD GILPIN 91800 CENSE 03/02/22 FACILITY: **DRIPPING SPRINGS** PROVIDE SURFACE RANCH PARK PROTECTION TO PREVENT STAINING OF CONCRETE SIDEWALK **EXISTING CONCRETE** SIDEWALK (DEPTH UNKNOWN) **PROJECT: EXISTING SUBGRADE** RANCH HOUSE TO REMAIN ROAD PHASE 1 & DSRP RE-STRIPING PROJECT COMPACT EXISTING - NEW ASPHALT PAVEMENT SUBGRADE AT THE NEW BASE SECTION TO PREVENT SLOUGHING **NEW ASPHALT** INTERFACE WITH EXISTING CONCRETE N.T.S. **DRIPPING SPRINGS** \_\_\_\_\_ lexas /1\ Open spaces, friendly faces. DESIGN: BL CHECKED: CG/RB 02/09/2022 DATE: PARKS-2022-01 PROJ # **PAVING DETAILS** SHEET 17 OF 20



SEC	TION	DIME	NSIC	NS	Fill	м			REI	NFORC	ING (i	ר²∕f†)	2	
S	Н		TB	Ts	Height	(Min)	A <sub>S1</sub>	A <sub>S2</sub>	A <sub>S3</sub>	A <sub>S4</sub>	A <sub>S5</sub>	A <sub>S6</sub>	A <sub>S7</sub>	A <sub>S8</sub>
(f+) 4	(f+) 2	(in) 7.5	(in) 6	(in) 5	(f+) <2	(in) -	0.18	0.27	0.15	0.12	0.18	0.18	0.18	0.1
4	2	5	5	5	2<3	38	0.18	0.19	0.17	0.12	-	-	-	-
4	2	5	5	5	3-5	38	0.13	0.13	0.13	0.12	-	-	-	-
4	2	5	5	5	10	38	0.12	0.12	0.12	0.12	-	-	-	-
4	2	5	5	5	15	38	0.14	0,16	0.16	0.12	-	-	-	-
4	2	5	5	5	20	38	0.18	0.20	0.21	0.12	-	-	-	-
4	2	5	5	5	25	38	0.23	0.25	0.25	0.12	-	-	-	-
4	2	5	5	5	30	38	0.28	0.30	0.30	0.12	-	-	-	-
4	3	7.5	6	5	<2	-	0.18	0.31	0.18	0.12	0.18	0.18	0.18	0.14
4	3	5	5	5	2<3	38	0.15	0.23	0.20	0.12	-	-	-	-
4	3	5	5	5	3-5	38	0.12	0.16	0.16	0.12	-	-	-	-
4	3	5	5	5	10	38	0.12	0.14	0.14	0.12	-	-	-	-
4	3	5	5	5	15	38	0.12	0.18	0.18	0.12	-	-	-	-
4	3	5	5	5	20	38	0.14	0.23	0.24	0.12	-	-	-	-
4	3	5	5	5	25	38	0.17	0.29	0.29	0.12	-	-	-	-
4	3	5	5	5	30	38	0.21	0.35	0.35	0,12	-	-	-	-
4	4	7.5	6	5	<2	-	0.18	0.33	0.20	0.12	0.18	0.18	0.18	0.14
4	4	5	5	5	2<3	38	0.12	0.26	0.23	0.12	-	-	-	-
4	4	5	5	5	3-5	38	0.12	0.18	0.18	0.12	-	-	-	-
4	4	5	5	5	10	38	0.12	0.15	0.15	0.12	-	-	-	-
4	4	5	5	5	15	- 38	0.12	0.19	0.20	0.12	-	-	-	-
4	4	5	5	5	20	38	0.12	0.25	0.25	0.12	-	-	-	-
4	4	5	5	5	25	38	0.14	0.31	0.31	0.12	-	-	-	-
4	4	5	5	5	30	38	0.17	0.37	0.37	0.12	-	-	-	-
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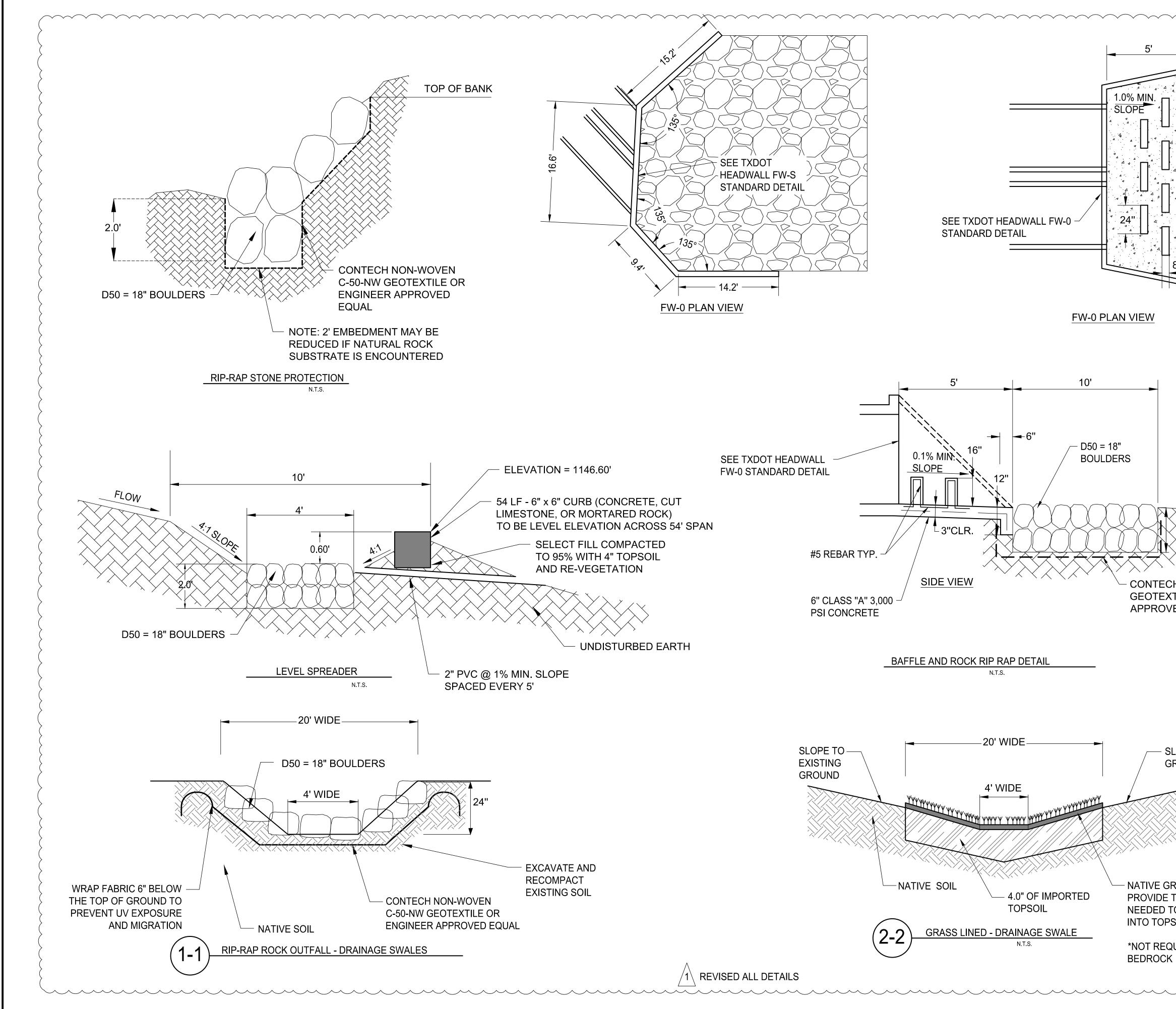




REQ	JIRED P	IPE SIZ	ES, AND RIPRAP QU	JANTITIES		
ingle arrel - Q1	Multi- Barrel ~ Q1	Q2	Conditions for Use of Cross Pipes	Cross Pipe Sizes		
V/A	2' - 1''	1' - 9''				
V/A	2' - 5''	2' - 2''		<b>2</b> 1 <b>2</b> 1 <b>1</b>		
V/A	2' - 10''	2' - 8''	3 or more pipe culverts	3" Std (3.500" 0.D.)		
V/A	3' - 2''	3' - 1"		(5,500 0,51)		
V/A	3' - 6''	3' - 7"				
V/A	3' - 10''	3' - 11''	3 or more pipe culverts			
V/A	4' - 2''	4' - 4''	2 or more pipe culverts	3 ¼2" Std (4.000" 0.D.)		
' - 2''	4' - 5''	4' - 8''	All pipe culverts	(4.000 0.D.)		
' - 5''	4' - 9''	5' - 1"	All pipe culverts	4" Std		
' - 11''	5' - 5"	5' - 10''	An pipe cuiverts	(4.500" 0.D.)		
' - 5''	6' - 0''	6' - 7''				

(2 OF 3) SHEET

19 OF 20



REVISION DATE NO. 03/02/2 ADDENDUM #1 10' COPYRIGHT NOTICE: THE DESIGNS REPRESENTED BY THESE PLANS AR COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW P ENGINEERING COMPAN T.B.P.L.S. Firm Registration # 10193770 T.B.P.E. Firm Registration # F-9266 9701 BRODIE LANE #203 AUSTIN, TX 78748 PH: 512.220.8100 **ENGINEER'S SEAL:** HACKGE CHAD GILPIN 91800 CENSE 03/02/22 FACILITY: DRIPPING SPRINGS **RANCH PARK** CONTECH NON-WOVEN C-50-NW GEOTEXTILE OR ENGINEER APPROVED EQUAL PROJECT: RANCH HOUSE ROAD PHASE 1 & DSRP RE-STRIPING PROJECT - SLOPE TO EXISTING GROUND DRIPPING SPRINGS Texas Open spaces, friendly faces. DESIGN: BL CHECKED: CG/RB 02/09/2022 DATE: - NATIVE GRASS SEEDING PROJ # PARKS-2022-01 PROVIDE TEMPORARY WATERING IF NEEDED TO ESTABLISH ROOTING INTO TOPSOIL DRAINAGE DETAILS \*NOT REQUIRED ON EXPOSED (3 OF 3) SHEET 20 OF 20

ltem # 17.

# San Marcos Publishing, LP Wimberley View • Century News P.O. Box 49, Wimberley, Texas 78676 (512) 847-2202

State of Texas County of Hays

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

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

<u>Librum</u> 17, 2022 <u>Jubrum</u> 2022 -----2022

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

Signature of Affiant

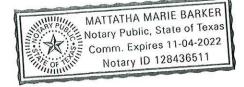
Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 23 day of <u>sebucy</u>, 2022 to certify which witness my hand and seal of office.

DSRP.

RESTVIP

Item # 17.

NOTARY PUBLIC in and for Hays County, Texas



#### NOTICE TO BIDDERS

Notice is hereby given that the City of Dripping Springs is soliciting Sealed Bids for the Ranch House Road Phase 1 and DSRP Restriping Project.

Sealed bids will be received by the City of Dripping Springs, at its office at 511 Mercer St., City Hall Building, Dripping Springs, Texas, until 2:00 p.m. on Tuesday, March 8, 2022, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the "Project" titled Ranch House Road Phase 1 and DSRP Restriping Project and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Sealed bids must be submitted in (1) original, (2) copies, and one (1) electronic copy on flash drive and delivered to the address below. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked;

#### "RANCH HOUSE ROAD PHASE 1 AND DSRP RESTRIPING PROJECT"

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier's check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a scaled envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed to:

City of Dripping Springs Attention: City Engineer Post Office 384 Dripping Springs, Texas, 78620

Proposals may be hand delivered at the:

City of Dripping Springs Attention: City Engineer 511 Mercer Street Dripping Springs, Texas 78620

The Ranch House Road Phase 1 Project generally includes: 118 linear feet of construction of 2 - 4' x 2' concrete box culverts, wingwalls, approximately 375 linear feet of channel improvements, level spreader, and additional HMAC parking.

The DSRP Restriping Project generally includes: Approximately 18,000 linear feet of Type II pavement markings and removal of existing striping at Dripping Springs Ranch Park.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via download at <u>https://www.cityofdrippingsprings.com/requestforbids</u> beginning February 10, 2022. A bid package set will also be available for viewing at City of Dripping Springs City Hall and at www.cityofdrippingsprings.com.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding 60 days from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

An <u>Optional Pre-Bid conference</u> with prospective bidders will be held on Tuesday, February 22, 2022, at 2:00 p.m. at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas. The purpose is to ask questions about the contract requirements, scope of work, deadlines etc. and to understand the areas for which the work is being requested.

Inquiries regarding this request must only be submitted in writing to Chad Gilpin, City Engineer via e-mail at <u>cgilpin@cityofdrippingsprings.com</u> with "Ranch House Road Phase 1 Project" in the subject line. Written requests from interested applicants and written responses by the City will be provided to all Applicants. This is the only permissible contact, other than the Optional Pre-Bid conference, with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City. The deadline for inquiries is Friday, February 25, 2022, 5:00 p.m.

#### RANCH HOUSE ROAD PHASE 1 & DSRP RESTRIPING PROJECT Bid Tabulation - March 31, 2022

ltem	#	17
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						BID TAB						
			BASE BID			Digdug Cons	truction, LLC	Diamond X Co	ontracting, Inc	Myers Concret	e Construction	
SPEC	SPEC NO.	ITEM No.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	
TxDOT	01006001	1	PREPARING ROW	AC	1.77	\$9,887.01	\$17,500.01	\$4,180.00	\$7,398.60	\$7,870.00	\$13,929.90	
TxDOT	01056008	2	REMOVING STAB BASE AND ASPH PAV (6")	SY	240	\$21.25	\$5,100.00	\$16.45	\$3,948.00	\$52.00	\$12,480.00	
TxDOT	01106002	3	EXCAVATION (CHANNEL)	CY	365	\$35.00	\$12,775.00	\$153.20	\$55,918.00	\$79.00	\$28,835.00	
TxDOT	01606003	4	FURNISHING AND PLACING TOPSOIL (4")	SY	1,200	\$5.17	\$6,204.00	\$7.97	\$9,564.00	\$9.00	\$10,800.00	
TxDOT	01646023	5	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	1,200	\$1.00	\$1,200.00	\$0.86	\$1,032.00	\$2.00	\$2,400.00	
TxDOT	01686001	6	VEGETATIVE WATERING	MG	15	\$300.00	\$4,500.00	\$270.00	\$4,050.00	\$474.00	\$7,110.00	
TxDOT	02476388	7	FL BS (CMP IN PLC)(TY A GR 5)(6")	SY	240	\$64.90	\$15,576.00	\$28.60	\$6,864.00	\$71.00	\$17,040.00	
TxDOT	03106001	8	PRIME COAT (MULTI OPTION)	GAL	48	\$25.00	\$1,200.00	\$11.00	\$528.00	\$10.00	\$480.00	
TxDOT	03406034	9	D-GR HMA(SQ) TY-C PG64-22	SY	240	\$42.19	\$10,125.60	\$49.70	\$11,928.00	\$50.00	\$12,000.00	
TxDOT	04326002	10	RIPRAP (CONC)(5 IN)	CY	2	\$100.00	\$200.00	\$603.50	\$1,207.00	\$2,296.00	\$4,592.00	
TxDOT	04326033	11	RIPRAP (STONE PROTECTION)(18 IN)	SY	520	\$56.00	\$29,120.00	\$185.80	\$96,616.00	\$115.00	\$59,800.00	
TxDOT	04626003	12	CONC BOX CULV (4 FT X 2 FT)	LF	118	\$650.00	\$76,700.00	\$521.50	\$61,537.00	\$694.00	\$81,892.00	
TxDOT	04666152	13	WINGWALL (FW - 0) (HW=5 FT)	EA	1	\$14,500.00	\$14,500.00	\$12,472.00	\$12,472.00	\$18,976.00	\$18,976.00	
TxDOT	04666166	14	WINGWALL (FW - S) (HW=5 FT)	EA	1	\$14,500.00	\$14,500.00	\$20,250.00	\$20,250.00	\$40,363.00	\$40,363.00	
TxDOT	05066020	15	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	67	\$18.66	\$1,250.22	\$31.00	\$2,077.00	\$105.00	\$7,035.00	
TxDOT	05066038	16	TEMP SEDMT CONT FENCE (INSTALL & REMOVE)	LF	772	\$8.29	\$6,399.88	\$5.70	\$4,400.40	\$10.00	\$7,720.00	
TxDOT	06446004	17	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	4	\$1,187.50	\$4,750.00	\$1,026.00	\$4,104.00	\$1,542.00	\$6,168.00	
TxDOT	06666170	18	REFL PAV MRK TY II (W) 4" (SLD)	LF	4,950	\$0.88	\$4,356.00	\$0.70	\$3,465.00	\$1.00	\$4,950.00	
TxDOT	6666178.00	19	REFL PAV MRK TY II (W) 8" (SLD)	LF	3,250	\$1.75	\$5,687.50	\$1.40	\$4,550.00	\$1.00	\$3,250.00	
TxDOT	06666182	20	REFL PAV MRK TY II (W) 24" (SLD)	LF	18	\$24.00	\$432.00	\$13.00	\$234.00	\$25.00	\$450.00	
TxDOT	06666197	21	REFL PAV MRK TY II (W) (SYMBOL)	EA	13	\$62.50	\$812.50	\$108.00	\$1,404.00	\$249.00	\$3,237.00	
TxDOT	06666207	22	REFL PAV MRK TY II (Y) 4" (SLD)	LF	2,950	\$0.87	\$2,566.50	\$0.70	\$2,065.00	\$1.00	\$2,950.00	
		23	REFL PAV MRK TY II FIRE LANE STRIPING	LF	5,150	\$0.81	\$4,171.50	\$1.35	\$6,952.50	\$2.00	\$10,300.00	
		24	CROSS-WALK STRIPING	SY	25	\$25.00	\$625.00	\$13.00	\$325.00	\$199.00	\$4,975.00	
COA	610S-A	25	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE	LF	750	\$11.00	\$8,250.00	\$8.10	\$6,075.00	\$15.00	\$11,250.00	
		26	LEVEL SPREADER	EA	1	\$4,000.00	\$4,000.00	\$1,852.00	\$1,852.00	\$15,450.00	\$15,450.00	
		27	DITCH LINE SEDIMENT TRAP	EA	3	\$500.00	\$1,500.00	\$324.00	\$972.00	\$597.00	\$1,791.00	
COA	439S-1	28	PARKING LOT BUMPER CURBS	EA	49	\$106.25	\$5,206.25	\$108.00	\$5,292.00	\$161.00	\$7,889.00	
		29	RUSTIC TWO-POST CEDAR FENCE	LF	54	\$64.85	\$3,501.90	\$38.00	\$2,052.00	\$80.00	\$4,320.00	
			SUE	BTOTAL B	ASE BID		\$262,709.86		\$339,132.50		\$402,432.90	

	BID ALTERNATE #1					Digdug Construction, LLC		Diamond X Co	ontracting, Inc	Myers Concrete Construction	
SPEC	SPEC NO.	ITEM No.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
TxDOT	06666170	B1-1	REFL PAV MRK TY II (W) 4" (SLD)	LF	360	\$0.88	\$316.80	\$0.70	\$252.00	\$1.00	\$360.00
TxDOT	06666207	B1-2	REFL PAV MRK TY II (Y) 4" (SLD)	LF	380	\$0.88	\$334.40	\$0.70	\$266.00	\$1.00	\$380.00
TxDOT	02476388	B1-3	FL BS (CMP IN PLC)(TY A GR 5)(6")	SY	1,080	\$54.63	\$59,000.40	\$15.95	\$17,226.00	\$53.00	\$57,240.00
TxDOT	03106001	B1-4	PRIME COAT (MULTI OPTION)	GAL	216	\$9.38	\$2,026.08	\$11.00	\$2,376.00	\$10.00	\$2,160.00
TxDOT	03406034	B1-5	D-GR HMA(SQ) TY-C PG64-22	SY	1,080	\$19.81	\$21,394.80	\$25.00	\$27,000.00	\$50.00	\$54,000.00
	SUBTOTAL BID ALTERNATE #1						\$83,072.48		\$47,120.00		\$114,140.00

	BID ALTERNATE #2						Digdug Construction, LLC		ontracting, Inc	Myers Concrete Construction	
SPEC	SPEC NO.	ITEM No.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
TxDOT	01006001	B2-1	PREPARING ROW	AC	0.15	\$50,000.00	\$7,500.00	\$15,500.00	\$2,325.00	\$7,024.00	\$1,053.60
TxDOT	06666207	B2-2	REFL PAV MRK TY II (Y) 4" (SLD)	LF	170	\$0.88	\$149.60	\$0.70	\$119.00	\$1.00	\$170.00
TxDOT	02476388	B2-3	FL BS (CMP IN PLC)(TY A GR 5)(6")	SY	350	\$68.57	\$23,999.50	\$16.70	\$5,845.00	\$79.00	\$27,650.00
TxDOT	03106001	B2-4	PRIME COAT (MULTI OPTION)	GAL	70	\$24.05	\$1,683.50	\$10.80	\$756.00	\$10.00	\$700.00
TxDOT	03406034	B2-5	D-GR HMA(SQ) TY-C PG64-22	SY	350	\$42.19	\$14,766.50	\$38.61	\$13,513.50	\$50.00	\$17,500.00
TxDOT	04326033	B2-6	RIPRAP (STONE PROTECTION)(18 IN)	SY	30	\$100.00	\$3,000.00	\$216.00	\$6,480.00	\$187.00	\$5,610.00
TxDOT	04646005	B2-7	RC PIPE (CL III)(24 IN)	LF	40	\$246.25	\$9,850.00	\$149.00	\$5,960.00	\$485.00	\$19,400.00
TxDOT	04676005	B2-8	SET (TY I) (24 IN) (3: 1) (C)	EA	1	\$3,000.00	\$3,000.00	\$3,877.00	\$3,877.00	\$5,722.00	\$5,722.00
TxDOT	04966006	B2-9	REMOV STR (HEADWALL)	EA	1	\$500.00	\$500.00	\$768.00	\$768.00	\$3,453.00	\$3,453.00
		B2-10	BOLLARDS	EA	4	\$250.00	\$1,000.00	\$594.00	\$2,376.00	\$884.00	\$3,536.00
		B2-11	RELOCATE ELECTRICAL HOOKUPS	EA	2	\$1,800.00	\$3,600.00	\$1,620.00	\$3,240.00	\$1,492.00	\$2,984.00
		B2-12	LOWER ELECTRICAL SERVICE (36-IN BELOW FINISHED GRADE)	LF	10	\$85.00	\$850.00	\$201.60	\$2,016.00	\$298.00	\$2,980.00
		B2-13	LOWER WATER SERVICE (36-IN BELOW FINISHED GRADE)	LF	10	\$50.00	\$500.00	\$201.60	\$2,016.00	\$398.00	\$3,980.00
			SUBTOTAL BID	NATE #2		\$70,399.10		\$49,291.50		\$94,738.60	



		E	BID ALTERNATE #3		Digdug Construction, LLC		Diamond X Contracting, Inc		Myers Concrete Construction		
SPEC	SPEC NO.	ITEM No.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
TxDOT	06666170	B3-1	REFL PAV MRK TY II (W) 4" (SLD)	LF	150.00	\$0.88	\$132.00	\$0.70	\$105.00	\$25.00	\$3,750.00
TxDOT	06666197	B3-2	REFL PAV MRK TY II (W) (SYMBOL)	EA	2	\$62.50	\$125.00	\$54.00	\$108.00	\$249.00	\$498.00
TxDOT	02476388	B3-3	FL BS (CMP IN PLC)(TY A GR 5)(6")	SY	190	\$78.95	\$15,000.50	\$22.90	\$4,351.00	\$141.00	\$26,790.00
TxDOT	03106001	B3-4	PRIME COAT (MULTI OPTION)	GAL	38	\$24.05	\$913.90	\$11.00	\$418.00	\$10.00	\$380.00
TxDOT	03406034	B3-5	D-GR HMA(SQ) TY-C PG64-22	SY	190	\$42.18	\$8,014.20	\$58.90	\$11,191.00	\$50.00	\$9,500.00
		B3-6	CROSS-WALK STRIPING	SY	10	\$25.00	\$250.00	\$13.00	\$130.00	\$199.00	\$1,990.00
TxDOT	05316001	B3-7	CONC SIDEWALKS (4")	SY	150	\$70.65	\$10,597.50	\$95.00	\$14,250.00	\$107.00	\$16,050.00
TxDOT	05316001	B3-8	SIDEWALK BOX CULVERT	EA	2	\$350.00	\$700.00	\$6,670.00	\$13,340.00	\$7,881.00	\$15,762.00
COA	439S-1	B3-9	PARKING LOT BUMPER CURBS	EA	6	\$106.25	\$637.50	\$92.00	\$552.00	\$99.00	\$594.00
			SUBTOTAL BIE		\$36,370.60		\$44,445.00		\$75,314.00		

TOTAL BID AMOUNT	\$452,552.04	\$479,989.00	\$686,625.50
SUBTOTAL BID ALTERNATE #3	\$36,370.60	\$44,445.00	\$75,314.00
SUBTOTAL BID ALTERNATE #2	\$70,399.10	\$49,291.50	\$94,738.60
SUBTOTAL BID ALTERNATE #1	\$83,072.48	\$47,120.00	\$114,140.00
SUBTOTAL BASE BID	\$262,709.86	\$339,132.50	\$402,432.90

Required Bid Items			
Bid Security	Yes	Yes	Yes
Non-Collusion Affadavit	Yes	Yes	Yes
Information From Bidders	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes

DENOTES MATHEMATICAL ERROR IN BID. CORRECTED AMOUNT SHOWN.





### **Contract Cover Sheet**

iexus	DIG04052022		
Contract Number	Use first three letters of contractor and date of approval. Ex: contract approved for <u>HDR</u> on <u>Jan.18, 2022</u> the Contract number is <b>HDR01182022</b> . If administratively approved, use the date the contract is submitted to the city signator.		
Contractor with Contact Information	DigDug Construction, LLC Company: P.O. Box 92583 Address:Austin, Tx 78709 512-382-0008 Phone Number:		
Effective Date	Upon execution		
Termination Date	2 Yrs after project acceptance		
Renewal/ Termination Notice Date	N/A		
Bid/Quotes/ Budgeted	\$299,080.46		
Finance Review			
Contract Amount			
Department	Parks and Community Services		
Reporting Requirements	Insurance Certificate:       Yes       NA         Conflict Disclosure:       Yes       NA         1295 Reporting:       Yes       NA         Other Reporting Requirements:       Ves       Ves		
Council Meeting Date (if applicable)	4/5/2022		

#### **CITY OF DRIPPING SPRINGS**

#### RESOLUTION NO. 2022-R

#### A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, ADOPTING A PROCLAMATION POLICY; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

- **WHEREAS,** the City of Dripping Springs desires to establish the parameters, requirements, and process for the issuing of proclamations; and
- **WHEREAS,** the City of Dripping Springs finds that the issuance of proclamations benefits the residents, organizations, events, and businesses of the City of Dripping Springs; and
- **WHEREAS,** the City of Dripping Springs desires to establish a policy for the consideration mayoral proclamations submitted by the public.

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

- **1. Findings of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
- **2. Proclamation Policy:** The Proclamation Policy, as presented herein as Attachment "A", is hereby adopted and approved.
- **3.** Form: The City Secretary is directed to provide a form for the public to use to request proclamations.
- 4. Effective Date: This resolution shall be effective from and after its approval and passage.
- **5. Meeting:** 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 \_\_\_\_\_ day of April 2022.

#### **CITY OF DRIPPING SPRINGS:**

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



### CITY OF DRIPPING SPRINGS PROCLAMATION POLICY

#### **Proclamation**

A proclamation is an 8.5 by 14 inch official document on special stationary that is issued for the purpose of recognizing the following occasions:

- Civic celebrations
- Organizations and individuals who have made a significant contribution to the City
- National or state groups hosting events within the City of Dripping Springs with an in-city sponsor
- Significant events or anniversaries of Dripping Springs-based institutions, businesses, and organizations
- Significant school, city, and county events

Proclamation requests will not be considered for:

- Events, individuals, or organizations with no direct relationship to the City of Dripping Springs
- Campaigns or events contrary to City policies

#### Policy

The City of Dripping Springs desires to adopt a policy for that purpose and to prescribe guidelines and procedures for the scheduling and management of proclamations made on behalf of the City of Dripping Springs.

The City of Dripping Springs will issue proclamations at no charge to recognize or increase awareness of an event, person, group, issue, achievement, or any other occasion within Dripping Springs.

Groups or citizens seeking proclamations year after year must provide new information for the proclamation. Individuals who request the same proclamation year after year with only date changes will not be issued new proclamations.

#### Procedure

A request for a proclamation must be made in writing to the City Secretary's Office at least 30 days prior to the date that will be proclaimed or the date the document will be presented. Each

request must be accompanied by the name and telephone number of a person who can answer additional questions about the proposed proclamation.

Individuals or groups seeking a proclamation must accompany the request with draft language and provide it to the City Secretary's Office for formatting including the specific title of what will be proclaimed and the date of the proclamation. The City Secretary will reach out to the requestor to discuss any potential substantive changes.

The Mayor of Dripping Springs will make the final decision on whether a proclamation is issued or not. Proclamations are issued administratively through the City Secretary's office. No proclamations are issued to non-residents or for a non-Dripping Springs event unless specifically approved by the Mayor of Dripping Springs.

All proclamations must be picked up at the City Secretary's Office unless prior arrangements are made.

The original proclamation will be presented to the citizen who requested it at no cost. A \$20 administrative fee will be charged for each additional copy of the proclamation that is requested.

DRIPPING SPRING	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78602
Submitted By:	Aaron Reed, Public Works Director
Council Meeting Date: Agenda Item Wording:	04/05/2022 Discuss and consider approval of a Job Description for Utility Billing Clerk.

Agenda Item Requestor: Aaron Reed/ Shawn Cox

Summary/Background:	This job description is being included after discussing with Council the possibility of establishing the City's own Utility Billing division. The funds for this employee will be recouped from a combination of savings from our current Utility Billing contract and water rates. Once established, this position will replace the need to use third party billing for wastewater. The need for this position is driven by the City becoming a water and wastewater provider for new subdivisions coming online. This position will allow the City to stay consistent in billing throughout our wastewater service area. This position is contingent on approval of funds to set up the billing software.
Commission Recommendations:	
Recommended Council Actions:	City staff recommends approval.
Attachments:	
Next Steps/Schedule:	Post the position, set up billing software, and establish the Utility billing division.



### UTILITY BILLING CLERK/ADMINISTRATIVE ASSISTANT

### FULL-TIME NON-EXEMPT

#### A. GENERAL PURPOSE

The Utility Billing Clerk coordinates and monitors certain operations of the City's utilities to ensure efficient operation in the areas of account set-up and management, customer relations, and records management. Handles customer inquiries and complaints, provides utility related information to customers, maintains confidentiality, and organizes and maintains related records and reports.

### **B.** SUPERVISION RECEIVED

Works under the general direction of the Finance Director/City Treasurer.

#### C. ESSENTIAL DUTIES AND RESPONSIBILITIES

- 1. Accepts applications for water and wastewater service, transfer of ownership, payment agreements, and deposits. Maintenance of customer account records.
- 2. Maintains lists of all water and wastewater customers, requests for service, and reserved capacity.
- 3. Maintains lists of all Utility Agreements and tracks all related deadlines.
- 4. Acts as liaison to the Dripping Springs Water Supply Corporation for water usage reports, billing information, and water termination.
- 5. Coordinates and assesses annual wastewater billing calculations in conjunction with the Dripping Springs Water Supply Corporation and the City Treasurer's Office.
- 6. Assists in coordination of construction, repairs, and maintenance of water and wastewater systems; including the issuance of work orders for meter installations, service inspections and services repairs.
- 7. Provides assistance, information, forms and permits to the public; receives, reviews, and processes applications for permits and licenses; collects and processes appropriate information, and applies applicable policies and procedures in determining completeness of applications, records, and reports; assess fees.
- 8. Assists in updating data and text information related to building permits, inspections, and building and construction activity into various customized data bases, including

The City of Dripping Springs Utility Billing Clerk Page 1 of 5

coordinating with the Building Department to ensure necessary accounts are established prior to the issuance of permits and/or certificates of occupancy.

- 9. Receives and enters data into the City utility billing software in preparation for weekly billing, delinquency and disconnection runs.
- 10. Responds to and resolves difficult and sensitive citizen inquiries and complaints; answers customer complaints pertaining to utility billing.
- 11. Reconciles billing (e-billing) and delinquent files; monitors utility accounts; issues adjustments as required.
- 12. Performs general administrative duties for the Finance Director and City Administrator; files, schedules appointments, composes, types, and proofreads a variety of documents.
- 13. Operates a variety of office equipment to include, but not limited to, printers, copiers, calculators, multi-line phone systems, scanners, or other specialized equipment, and personal computers in a Windows based computing environment using standard or customized software application programs appropriate to assigned activities.
- 14. Prepares professional correspondence, memos, and reports related to utility services.
- 15. Travels to various destinations in and out of the City for work related purposes.
- 16. Performs other duties as assigned.

#### D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

GED Certificate or High School Diploma with two (2) years of progressively responsible experience in administrative office support experience, billing or closely related experience is required or an equivalent combination of education and experience that would provide the necessary knowledge, skills, and abilities to successfully perform the essential functions of the job. Knowledge of principles and procedures of accounting, bookkeeping, record keeping, Public Information Act, and statistical reporting.

#### E. TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software including Microsoft Office and InCode; 10-key calculator; phone; copy machine.

#### F. SPECIAL REQUIREMENTS

- 1. A valid Class C driver's license desired.
- 2. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.
- 3. Work is performed mostly in an office setting. Some outdoor work is required in visiting various land use developments, construction sites, or public works facilities. Hand-eye coordination is necessary to operate certain computers and various other pieces of City equipment.

- 4. While performing the duties of this job, the employee is regularly required to move around the City offices and different locations throughout the City and communicate effectively verbally and in writing. The employee is required to operate a computer, telephone, and other electronic equipment.
- 5. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds office supplies, files, equipment and furniture.

#### G. WORK HOURS

Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday except holidays. This is a full-time non-exempt position and eligible for overtime pursuant to the needs of the City and at the direction of the City Treasure/Finance Director. Any overtime hours performed must be preapproved by the direct Supervisor or City Administrator.

#### H. COMPENSATION

Salary is commensurate with the position. Pay days are determined by the "CITY OF DRIPPING SPRINGS PERSONNEL MANUAL".

#### I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as maybe modified by the specific employee's offer letter or amendments to the PERSONNEL MANUAL.

#### J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Deputy City Administrator at (512) 858-4725.

**Please note:** This Position Description is not a contract, and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.