



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, November 07, 2023, 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 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Parks & Community Services Director Andy Binz
DSRP Manager Emily Nelson
Public Works Director Aaron Reed
Planning Director Tory Carpenter

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

PRESENTATIONS

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

- 1. 2023 TxDOT TASA Program Old Fitzhugh Road Sidewalk Project**
Aaron Reed, Public Works Director
- 2. Update on Dripping Springs Ranch Park Event Center Western Wonderland**
Emily Nelson, Dripping Springs Ranch Park Manager

CONSENT AGENDA

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

- 3. Approval of the October 17, 2023, City Council regular meeting minutes.**
- 4. Approval of the Appointment of Susan Kimball as Chair of the Economic Development Committee for a term ending June 1, 2024. Sponsor: Mayor Bill Foulds, Jr.**
- 5. Approval of Job Descriptions for Deputy City Attorney and Accountant/Financial Analyst. Sponsor: Mayor Bill Foulds, Jr.**
- 6. Approval of the License Agreement between the City of Dripping Springs and Tejas Heritage Homes for the use and maintenance of a portion of the Hays Street Right-of-Way fronting Lot 6 of the Hays Street Subdivision. Sponsor: Mayor Bill Foulds Jr.**
- 7. Approval of the following Founders Day Commission appointments for terms ending June 30, 2025: At-Large Members, Dee Marsh and Brian Daniel; Lions Club Representative, Susan Warwick; Cook-Off Club Representative, Lisa Garza; and St. Martin de Porres Catholic Church Representatives, Darrell Debish and Mike Handley.**

BUSINESS AGENDA

- 8. Discuss and consider approval of a Vendor Agreement between the City of Dripping Springs and Peak Beverage Texas LLC for exclusive alcoholic beverage services at Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**
- 9. Discuss and consider approval an Ordinance Amending Chapter 28 - Subdivisions and Site Development, Article 28.04 Site Development, and Exhibit "A" Subdivision Ordinance including amendments to address recent legislation, modify review procedures, modify exemptions, and provide other changes. Sponsor: Mayor Bill Foulds, Jr.**
 - a. Staff Report
 - b. Planning & Zoning Commission Report

- c. Public Hearing
- d. Ordinance

10. Discuss and consider approval of a Resolution adopting a Permanent Employee Referral Incentive Program Policy. *Sponsor: Council Member Sherrie Parks.*

11. Discuss and consider approval of a Resolution Amending the City of Dripping Springs Personnel Manual. *Sponsor: Mayor Bill Foulds, Jr.*

12. Public hearing and consideration of approval of an Ordinance amending Chapter 2 Administration, Division 4 Founders Day Commission, Section 2.04.094(c) Organization and Meetings related to Meeting Frequency. *Sponsor: Council Member Sherrie Parks*

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

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

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

14. Discuss and consider selection of bidder and approval of the Shane Lane Reconstruction Project Agreement between the selected bidder and the City of Dripping Springs and authorization for staff to finalize the agreement.

15. Discuss and consider approval a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Rob Shelton Blvd. Street and Drainage Improvements. *Applicant: CC Carlton Industries, Ltd.*

REPORTS

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

16. September Maintenance Report
Craig Rice, Deputy Public Works Director

17. October Maintenance Report
Craig Rice, Deputy Public Works Director

18. Planning Department Report
Tory Carpenter, Planning Director

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

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

November 21, 2023, at 6:00 p.m. (CC)
December 5, 2023, at 6:00 p.m. (CC & BOA)
December 19, 2023, at 6:00 p.m. (CC)
January 2, 2024, at 6:00 p.m. (CC & BOA)

Board, Commission & Committee Meetings

November 8, 2023, Utility Commission at 4:00 p.m.
November 13, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
November 13, 2023, Founders Day Commission at 6:30 p.m.
November 16, 2023, Farmers Market Committee at 10:00 a.m.
November 16, 2023, Emergency Management Commission at 12:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **November 3, 2023, 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.



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, October 17, 2023 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 6:00 p.m.

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 Interim Deputy City Administrator/City Treasurer Shawn Cox
 City Attorney Laura Mueller
 People & Communications Director Lisa Sullivan
 City Secretary Andrea Cunningham
 IT Director Jason Weinstock
 Planning Director Tory Carpenter
 Parks & Community Services Director Andy Binz
 DSRP Manager Emily Nelson

PLEDGE OF ALLEGIANCE

Mayor Foulds, Jr. led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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

until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

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.

At the request of Council Member Tahuahua, Consent Agenda Item 2 will be considered separately.

1. **Approval of the October 3, 2023, City Council regular meeting minutes.**
2. **Approval of the Reappointment of at-large members Lara Dudek and Matthew Ordway, and the Appointment of Hays Trinity Groundwater Conservation District representative Barney Austin, to the Utility Commission for terms ending June 30, 2025.** *Sponsor: Mayor Bill Foulds, Jr.*
3. **Approval of Job Descriptions for City Administrator, Deputy City Administrator I, Park Maintenance Worker, and Intermittent Programs and Event Support Specialist.** *Sponsor: Mayor Bill Foulds, Jr.*
4. **Approval of a Donation Agreement between the City of Dripping Springs and Wild Birds Unlimited regarding the donation of birdseed and sponsorship signage to be placed at each bird blind.** *Sponsor: Council Member Wade King.*
5. **Approval of the August 2024 Treasurer's Report.**

A motion was made by Council Member Parks to approve Consent Agenda Items 1 and 3 – 5. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

A motion was made by Council Member Tahuahua to reappointment at-large members Lara Dudek and Matthew Ordway to the Utility Commission for terms ending June 30, 2025. Council Member Parks seconded the motion which carried unanimously 5 to 0.

A motion was made by Mayor Pro Tem to table consideration of the appointment of Hays Trinity Groundwater Conservation District representative Barney Austin. Council Member Crow seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

6. Public hearing and consideration of approval of VAR2023-0006: an application for a Waiver to allow an accessory dwelling unit in front of the primary dwelling at 264 Charro Vista Drive. Applicant: Christian Bourguignon.

a. Applicant Presentation – Applicant Christian Bourguignon presented the item.

b. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the waiver application.

c. Public Hearing – Homeowner Aman Gautam spoke in favor of approving the waiver application.

d. ADU Waiver – A motion was made by Council Member Crow to approve VAR2023-0006: an application for a Waiver to allow an accessory dwelling unit in front of the primary dwelling at 264 Charro Vista Drive. Council Member King seconded the motion which carried unanimously 5 to 0.

7. Public hearing and consideration of approval of an Ordinance amending Chapter 16: Public Ways and Places, Article 16.02: Parks and Recreation, in the City of Dripping Springs Code of Ordinances, to adopt regulations for the Dorian Zev Kweller Memorial Skatepark.

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

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

c. Ordinance – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance amending Chapter 16: Public Ways and Places, Article 16.02: Parks and Recreation, in the City of Dripping Springs Code of Ordinances, to adopt regulations for the Dorian Zev Kweller Memorial Skatepark. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2023-34

8. Discuss and consider approval of the installation of Rules signage at the Dorian Zev Kweller Memorial Skatepark.

Andy Binz presented the staff report which is on file. Staff recommends approval of the signage.

A motion was made by Council Member Parks to approve of the installation of Rules signage at the Dorian Zev Kweller Memorial Skatepark. Council Member King seconded the motion which carried unanimously 5 to 0.

9. Public hearing and consideration of approval of an Ordinance amending Chapter 2 Administration and Personnel, Article 2.04: Boards, Commissions and Committees, Division 5. Dripping Springs Ranch Park Board of Directors, as it relates to membership. Sponsor: Council Member Sherrie Parks

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

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

c. Ordinance – A motion was made by Council Member Parks to approve an Ordinance amending Chapter 2 Administration and Personnel, Article 2.04: Boards, Commissions and Committees, Division 5. Dripping Springs Ranch Park Board of Directors, as it relates to membership. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2023-35

10. Discuss and consider the Appointment of Sean Casey to the Dripping Springs Ranch Park Board of Directors for a term ending September 30, 2025. Sponsor: Council Member Sherrie Parks

Emily Nelson presented the staff report which is on file. Staff recommends approval of the appointment.

A motion was made by Mayor Pro Tem Manassian to approve of the appointment of Sean Casey to the Dripping Springs Ranch Park Board of Directors for a term ending September 30, 2025. Council Member Parks seconded the motion which carried unanimously 5 to 0.

11. Public hearing and consideration of approval of a Resolution designating the Official Newspaper for the City of Dripping Springs for Fiscal Year 2023-2024.

a. Staff Report – Andrea Cunningham presented the staff report which is on file.

b. Public Hearing – Dalton Sweat and Madi Telschow with the Dripping Springs Century News spoke in favor of the selection of the Dripping Springs Century News.

c. Resolution – a motion was made by Council Member King to approve a Resolution designating the Dripping Springs Century News as the Official Newspaper for the City of Dripping Springs for Fiscal Year 2023-2024. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Resolution No. 2023-R34

12. Public hearing and consideration of approval of an Ordinance Amending Chapter 2 Administration and Personnel, Article 2.03 Records, Division 2 Public Information Policy; and approval of the City's Public Information Act Policy.

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

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

c. Public Information Act Policy

d. Ordinance

A motion was made by Council Member Tahuahua to approve an Ordinance Amending Chapter 2 Administration and Personnel, Article 2.03 Records, Division 2 Public Information Policy; and approval of the City’s Public Information Act Policy. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2023-36

13. Discuss and consider approval of the appointment of Shawn Cox to the Deputy City Administrator II position. *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Mayor Pro Tem Manassian to approve of the appointment of Shawn Cox to the Deputy City Administrator II position. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Council Member King stepped off the dais and exited the Council Chambers.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Section 551.071, Consultation with City Secretary and 551.072, Deliberation of Real Property, and regarding Executive Session Agenda Items 14 – 17 and Consent Agenda Item 2. Council Member Parks seconded the motion which carried unanimously 4 to 0.

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

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.

- 14. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*
- 15. Consultation with Attorney related to building inspection services.** *Consultation with Attorney, 551.071*
- 16. Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential facility sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*

17. Consultation with City Attorney related to potential disannexation of certain areas in the Extraterritorial Jurisdiction. *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 6:50 – 7:26 p.m.

No vote or action was taken during the Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:26 p.m.

OPEN SESSION

The City Council considered tabled Consent Agenda Item 2. Lara Dudek and Matthew Ordway were reappointed earlier in the meeting.

- 2. Approval of the Reappointment of at-large members Lara Dudek and Matthew Ordway, and the Appointment of Hays Trinity Groundwater Conservation District representative Barney Austin, to the Utility Commission for terms ending June 30, 2025.**
Sponsor: Mayor Bill Foulds, Jr.

A motion was made by Council Member Crow to approve of the appointment of Hays Trinity Groundwater Conservation District representative Barney Austin to the Utility Commission for terms ending June 30, 2025. Mayor Pro Tem Manassian seconded the motion which carried 4 to 1, with Council Member Tahuahua opposed.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

November 7, 2023, at 6:00 p.m. (CC & BOA)

November 21, 2023, at 6:00 p.m. (CC)

December 5, 2023, at 6:00 p.m. (CC & BOA)

December 19, 2023, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

October 19, 2023, Farmers Market Committee at 1:00 a.m.

October 19, 2023, Emergency Management Commission at 12:00 p.m.

October 23, 2023, Transportation Committee at 3:30 p.m.

October 23, 2023, Founders Day Commission at 6:30 p.m.

October 24, 2023, Planning & Zoning Commission at 6:00 p.m.

October 25, 2023, Economic Development Committee at 4:00 p.m.

November 1, 2023, DSRP Board at 11:00 a.m.

November 2, 2023, Historic Preservation Commission at 4:00 p.m.

November 3, 2023, Parks & Recreation Commission at 6:00 p.m.

ADJOURN

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

This regular meeting adjourned at 7:27 p.m.

APPROVED ON: November 7, 2023

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: November 7, 2023

Agenda Item Wording: **Approval of the Appointment of Susan Kimball as Chair of the Economic Development Committee for a term ending June 1, 2024.**

Agenda Item Requestor: Bill Foulds, Jr., Mayor

Summary/Background: Pursuant to the Code of Ordinances, the City Council shall appoint the Chair of the Economic Development Committee. The Chair is responsible for planning the meeting agenda, running the meeting, and reporting to the City Council on Committee activities.

Chair Kim Fernea submitted her resignation as Chair of the Committee on October 19th and will remain on the Committee as a regular member. Kim has recommended current Vice Chair Susan Kimball be appointed to Chair, and the Committee will select a new Vice Chair at their next meeting on December 6, 2023.

Mayor Foulds discussed the recommendation with Michelle Fischer and Council Member Sherrie Parks, and he also recommends the appointment Susan Kimball.

Committee Chair Recommendations: Committee Chair Kim Fernea recommends the appointment Susan Kimball.

Recommended Council Actions: Staff recommends approval of the appointment of Susan Kimball.

Next Steps/Schedule:

1. Update roster and website
2. Email Committee regarding the new Chair appointment.
3. Add appointment of Vice Chair to 12/6 EDC meeting.236



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: November 7, 2023

Agenda Item Wording: **Approval of Job Descriptions for Deputy City Attorney and Accountant/Financial Analyst.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: The Deputy City Attorney and Accountant/Financial Analyst were approved in the FY 2024 budget and are expected to be hired in January.

The Deputy City assists in representing the City of Dripping Springs and is responsible for assisting the City Attorney in advising city council and city staff on all legal matters; serves as the primary legal advisor for public information act issues; and is responsible for assisting with all legal matters as directed by City Attorney, the Mayor, and City Council.

The Accountant/Financial Analyst performs financial management work with emphasis on purchasing, budgeting, audit, and accounting functions. Performs assigned duties in support of the accounting and finance activities of the City. Duties involve planning, performing, and coordinating activities related to accounts payable, accounts receivable, fixed assets, purchasing, budget, audit, and financial reporting.

Commission Recommendations: N/A

Recommended Council Actions: Approve the Job Descriptions for Deputy City Attorney and Accountant/Financial Analyst.

Attachments: Draft job descriptions.

Next Steps/Schedule: Finalize the job descriptions; post and hire for the positions.



DEPUTY CITY ATTORNEY FULL-TIME EXEMPT

A. GENERAL PURPOSE

Assists in representing the City of Dripping Springs and is responsible for assisting the City Attorney in advising city council and city staff on all legal matters; serves as the primary legal advisor for public information act issues; and is responsible for assisting with all legal matters as directed by City Attorney, the Mayor, and City Council.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Researches statutory and case law.
2. Compiles and analyzes information and prepares memos.
3. Prepares and reviews contracts, agreements, and leases.
4. Prepares bid proposals for all city projects.
5. Advises city staff on open government issues.
6. Drafts and reviews ordinances, resolutions, and related agenda items considered by City Council and other boards and commissions.
7. Assists prosecutor and court clerk with Municipal Court.
8. Prosecutes misdemeanors and code violations in Municipal Court when prosecutor is unavailable.
9. Attends various city boards and commissions meetings.
10. Reviews new and pending legislation, case law, and administrative regulations that may affect the city.
11. Assists in development and implementation of all City and departmental policies and procedures.

12. Assists City Attorney for the City with all legal projects.
13. Assists with supervision of law clerks and paralegal.
14. Acts as City Attorney when the City Attorney is unavailable.
15. Performs other duties and responsibilities as assigned by City Attorney, City Administrator, Deputy City Administrators, Mayor, and City Council.

C. SUPERVISION

Works under the general direction of the City Attorney.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a Doctor of Jurisprudence degree from an accredited school of law.
2. Licensed to practice law in the State of Texas.
3. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
4. Ability to communicate effectively verbally and in writing.
5. Ability to handle confidential and sensitive information while maintaining confidentiality.

E. TOOLS AND EQUIPMENT USED

Personal computer, including Microsoft Office; email; phone; printer; and copy machine.

F. SPECIAL REQUIREMENTS

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.

During the course of performance of the duties of the job, the employee is frequently required to communicate verbally and in writing and move within City Hall and to other various City locations.

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 exempt position and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL. Non-traditional work hours may be required and shall be coordinated with the City Attorney, City Administrator and Deputy City Administrators.

H. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works inside an office.
2. The noise level in the office work environment is usually mild.

I. SALARY

Pay range is \$70,000 to \$90,000 annually. Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

K. 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 the City Administrator at (512) 858-4725.

***Please note:** This Job 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 Job Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



ACCOUNTANT/FINANCIAL ANALYST FULL-TIME NON-EXEMPT

A. GENERAL PURPOSE

The Accountant/Financial Analyst performs financial management work with emphasis on purchasing, budgeting, audit, and accounting functions. Performs assigned duties in support of the accounting and finance activities of the City. Duties involve planning, performing, and coordinating activities related to accounts payable, accounts receivable, fixed assets, purchasing, budget, audit, and financial reporting.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Ensures purchasing activities are in compliance with applicable policies and procedures.
2. Provides premier customer service to internal and external customers by responding to requests in a timely and professional manner.
3. Maintains the general ledger by posting data to various ledgers, preparing, and recording journals, establishing and maintaining general ledger accounts and coordinating information with other departments and employees for financial reporting.
4. Invoices other entities in compliance with applicable agreements and the City's Fee Schedule.
5. Prepares monthly bank reconciliations. Performs account reconciliation and account variance analysis monthly for assigned revenue, expenditure accounts, and balance sheet accounts.
6. Assists in the preparation of the budget and financial planning processes by conferring with other city departments to validate revenue assumptions for utility rate and consumption estimates, fines, fees, and other revenue streams as assigned.
7. Participates in special projects in support of City-wide operations, which may include

analyzing vendor contracts; performing special studies; providing policy guidance and recommendations.

8. Monitors changes to local, state, and federal procurement laws and regulations related to municipality and grant funded purchases.
9. Resolves accounting related problems by researching and analyzing transactions, making any necessary correcting entries, evaluating, and analyzing financial issues, monitoring and balancing accounts, and classifying and maintaining revenues and expenses.
10. Performs other duties as assigned by the Deputy City Administrator II.

C. SUPERVISION

Works under the general direction of the Deputy City Administrator II.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Bachelor's Degree in Accounting, Public or Business Administration, Finance, or related field required.
2. Two (2) years of progressively responsible experience in accounting, finance, or related field with municipal government experience preferred.
3. Knowledge of generally accepted accounting principles and fund accounting.
4. Ability to establish and maintain effective working relationships with employees, City officials, and general public.
5. Ability to communicate effectively verbally and in writing.
6. Ability to handle confidential and sensitive information while maintaining confidentiality.

E. TOOLS AND EQUIPMENT USED

Personal computer, including Microsoft Office; email; phone; printer; and copy machine. Incode, Sage, and database software.

F. SPECIAL REQUIREMENTS

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.

1. Work is performed mostly in field settings.
2. While performing the duties of this job, the employee is regularly required to move about City Hall and various locations throughout the City; talk or communicate verbally; and operate computer equipment and programs.

G. WORK HOURS

This is a full-time, non-exempt position. Forty (40) hours per week. 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 position and eligible for overtime pay as described in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL. Any overtime hours performed must be preapproved by the Deputy City Administrator II.

H. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works inside an office.
2. The noise level in the office work environment is usually mild.

I. SALARY

Pay range is \$47,500 to \$55,000 annually. Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

K. 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 the City Administrator at (512) 858-4725.

Please note: *This Job 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 Job Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



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

Submitted By: Chad Gilpin, City Engineer

Council Meeting Date: November 7, 2023

Agenda Item Wording: **Discuss and consider approval of the License Agreement between the City of Dripping Springs and Tejas Heritage Homes for the use and maintenance of a portion of the Hays Street Right-of-Way fronting Lot 6 of the Hays Street Subdivision.**

Sponsor: Mayor Bill Foulds Jr.

Agenda Item Requestor: Chad Gilpin, City Engineer

Summary/Background: The Hays Street Subdivision consists of 6 Residential Lots zoned SF-3 and 1 Open Space Lot.

Construction Plans for the subdivision propose improvements within Hays Street Right of Way (ROW) to provide for access to all lots within the subdivision. In an effort to save existing 21-inch and 20-inch Cedar Elm Trees as well as preserve a historic residential property fence and gate within the ROW a unique solution was designed. The proposed design provides access to the most westerly lot (Lot 6) that functions like a private drive even though the drive is within City ROW.

City staff recommends that the access drive to Lot 6 be part of a License Agreement with Tejas Heritage Homes. The License Agreement will allow for maintenance of this drive serving Lot 6 to be the responsibility of the owner of Lot 6 or the subdivision HOA. As part of this license agreement, the City will maintain ownership and control of the ROW but will not be required expend funds or City resources for operation and maintenance of this unique driveway serving one single family home.

Commission Recommendations: N/A

Recommended Council Actions: Recommend Approval.

- Attachments:**
- Draft License Agreement
 - License Area Exhibit

Next Steps/Schedule: After approval of the License Agreement final approvals will be given for the construction plans and improvements within the Hays Street ROW may begin.

HAYS STREET SUBDIVISION DRIPPING SPRINGS, HAYS COUNTY, TEXAS

LEGAL DESCRIPTION: TRACT 1: BEING A 0.876 OF ONE ACRE OF LAND, BEING A PORTION OF A CALLED 2,996 SQUARE FOOT TRACT AS DESCRIBED IN A DEED TO ALVA AND WILLIE MAE HAYDON RECORDED IN DOCUMENT NO. 70025404, VOLUME 3237, PAGE 802 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND A PORTION OF BLOCK NO. 1 OF THE FIFTH ADDITION OF THE TOWN OF DRIPPING SPRINGS AS CONVEYED IN A DEED TO ALVA HAYDON IN VOLUME 198, PAGE 452 OF THE HAYS COUNTY DEED RECORDS;

TRACT 2: BEING A 0.979 OF ONE ACRE OF LAND, 42,639 SQ. FT., BEING ALL OF A CALLED 12,750 SQUARE FOOT TRACT AS DESCRIBED IN A DEED TO ALVA HAYDON RECORDED IN EXECUTED DECEMBER 9, 1966 AND A PORTION OF BLOCK NO. 10 OF THE FIFTH ADDITION OF THE TOWN OF DRIPPING SPRINGS AS CONVEYED IN A DEED TO ALVA HAYDON IN VOLUME 198, PAGE 452 OF THE HAYS COUNTY DEED RECORDS;

SITE AREA: 1.855 ACRES

WATERSHED: ONION CREEK

FLOODPLAIN: ALL OF THIS PROPERTY (AS SHOWN HEREON) ARE LOCATED WITHIN UNSHADED ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), AS SHOWN ON F.I.R.M. PANEL NO. 48209C0105F, HAYS COUNTY, TEXAS, EFFECTIVE SEPTEMBER 2, 2005.

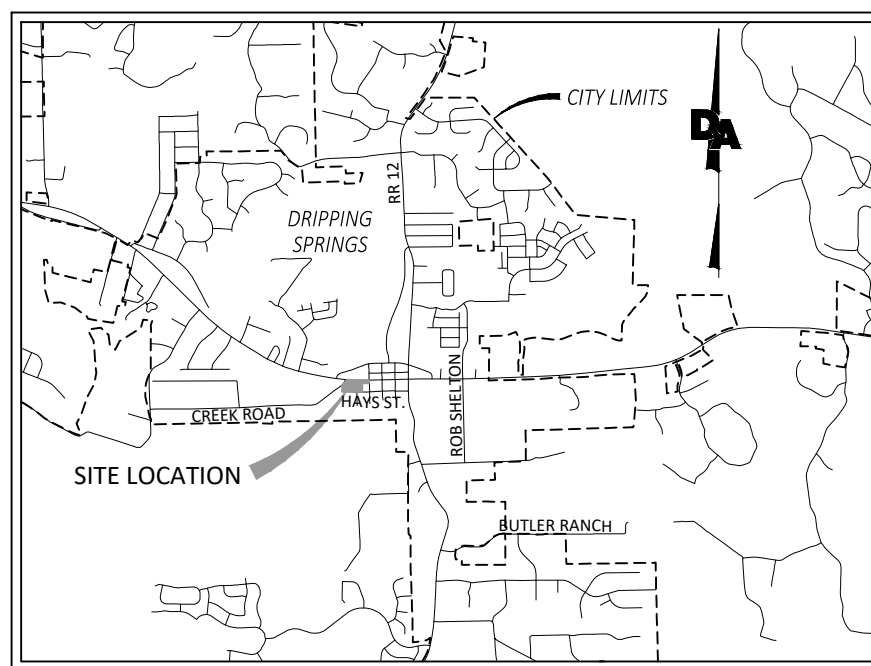
WATER SERVICE: DRIPPING SPRINGS WATER SUPPLY CORP.

WASTEWATER SERVICE: CITY OF DRIPPING SPRINGS

ELECTRIC SERVICE: PEDERNALES ELECTRIC COOPERATIVE, INC.

ZONING: SF-3 - TOWN CENTER, HAYS STREET HISTORIC DISTRICT

SUBMITTED BY: JOE GRASSO, P.E.



VICINITY MAP
NO SCALE

THIS PROJECT IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

SITE DATA TABLE	
TOTAL SITE AREA:	1.855 Ac
TOTAL RESIDENT LOTS:	6 1.1866 Ac
TOTAL PARKLAND/OPEN SPACE:	1 0.6684 Ac

OPEN SPACE SUMMARY

DESCRIPTION	LOT #	AREA (ACRES)
PUBLIC OPEN SPACE	LOT 7	0.668

PARKLAND DEDICATION: EXEMPT, HAYS STREET HISTORIC DISTRICT

THE OWNER IS RESPONSIBLE FOR STORMWATER UTILITIES AND POND MAINTENANCE.

ALL CONSTRUCTION IMPROVEMENTS WILL BE DONE IN ONE PHASE.

THERE ARE CURRENTLY THREE CITY OF DRIPPING SPRINGS WASTEWATER LUE'S ALLOCATED TO LOTS 2, 3 AND 4 OF THIS SUBDIVISION. THE REMAINING LOTS MAY NOT OBTAIN BUILDING PERMITS UNTIL ADDITIONAL LUE'S ARE ALLOCATED TO THE SUBDIVISION.

THE OWNER OF LOT 6 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE ASPHALT PAVEMENT, ASSOCIATED DRIVEWAY APRON, CONCRETE DRAINAGE CHANNEL, CONCRETE PAVEMENT AND 5' WIDE CONCRETE SIDEWALK WITHIN THE R.O.W. AS IDENTIFIED HEREON.

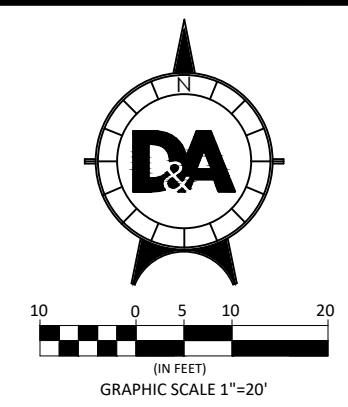
PUBLIC ROADWAY TABLE					
STREET NAME	R.O.W.	PAVEMENT	CURB AND GUTTER	CL LENGTH	SIDEWALK
HAYS STREET	50'-0"	20'-0"	NONE	348'-0"	NONE

LOT SETBACKS	
FRONT	25'
REAR	0
SIDE	0

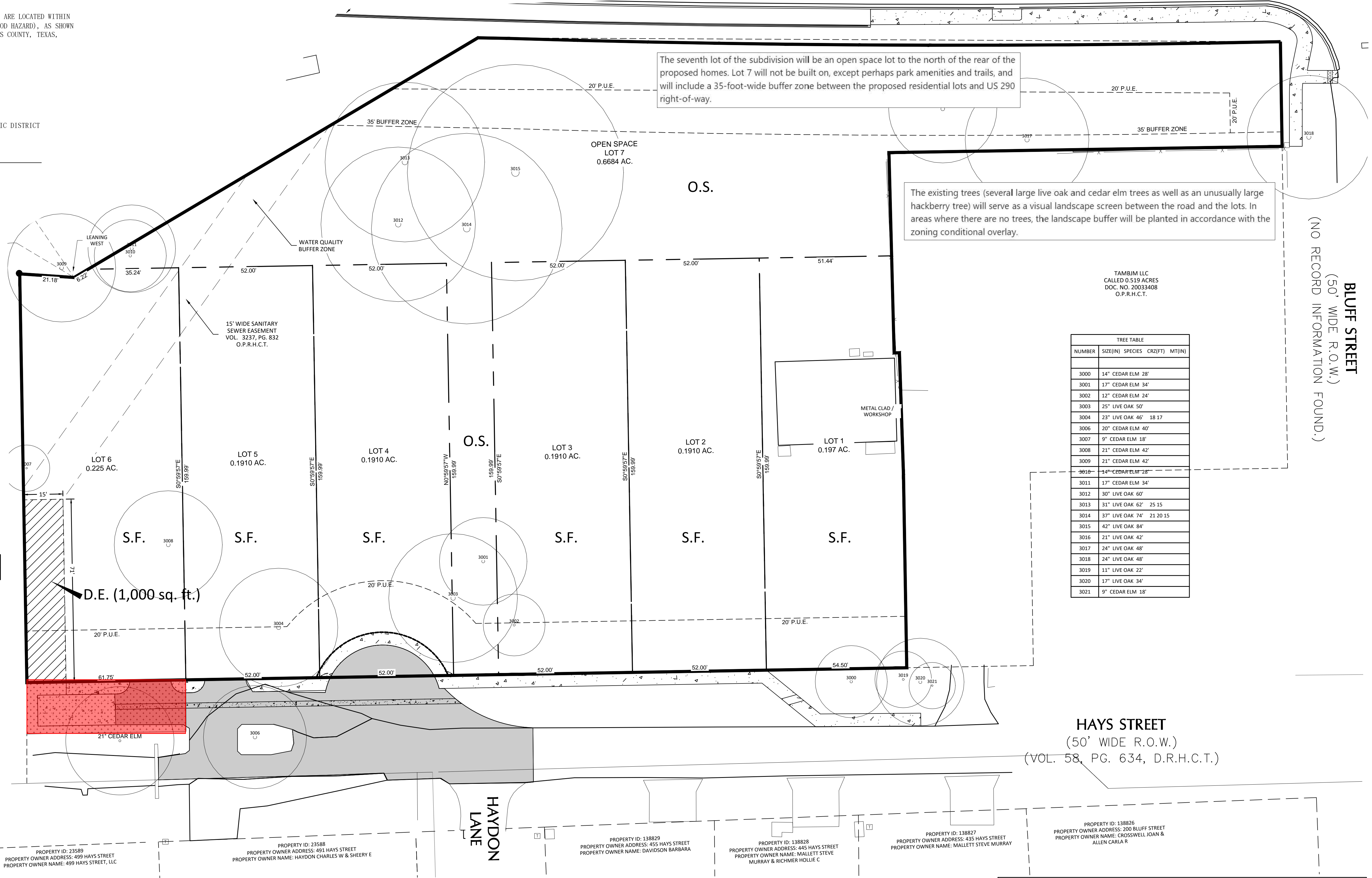
O.S. = OPEN SPACE
D.E. = DRAINAGE EASEMENT
S.F. = SINGLE FAMILY DEVELOPMENT

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINES
- BUILDING SETBACK LINE
- EASEMENTS
- PROPOSED RIGHT OF WAY
- PROPOSED EDGE OF PAVEMENT
- PROPOSED MEDIUM DUTY DI-2 ASPHALT PAVEMENT
- PROPOSED PORTLAND CEMENT CONCRETE DI-1 PAVEMENT
- AREAS TO BE MAINTAINED BY OWNER OF LOT 6. SEE NOTES ON THIS SHEET.



U.S. HIGHWAY 290
(100' WIDE R.O.W.)



TREE TABLE				
NUMBER	SIZE(IN)	SPECIES	CRZ(FT)	MT(IN)
3000	14"	CEDAR ELM	28'	
3001	17"	CEDAR ELM	34'	
3002	12"	CEDAR ELM	24'	
3003	25"	LIVE OAK	50'	
3004	23"	LIVE OAK	46'	18 17
3006	20"	CEDAR ELM	40'	
3007	9"	CEDAR ELM	18'	
3008	21"	CEDAR ELM	42'	
3009	21"	CEDAR ELM	42'	
3010	14"	CEDAR ELM	28'	
3011	17"	CEDAR ELM	34'	
3012	30"	LIVE OAK	60'	
3013	31"	LIVE OAK	62'	25 15
3014	37"	LIVE OAK	74'	21 20 15
3015	42"	LIVE OAK	84'	
3016	21"	LIVE OAK	42'	
3017	24"	LIVE OAK	48'	
3018	24"	LIVE OAK	48'	
3019	11"	LIVE OAK	22'	
3020	17"	LIVE OAK	34'	
3021	9"	CEDAR ELM	18'	

BLUFF STREET
(50' WIDE R.O.W.)
(NO RECORD INFORMATION FOUND.)

HAYS STREET
(50' WIDE R.O.W.)
(VOL. 58, PG. 634, D.R.H.C.T.)

PROPERTY ID: 23588
PROPERTY OWNER ADDRESS: 499 HAYS STREET
PROPERTY OWNER NAME: 499 HAYS STREET, LLC

PROPERTY ID: 23588
PROPERTY OWNER ADDRESS: 491 HAYS STREET
PROPERTY OWNER NAME: HAYDON CHARLES W & SHERY E

PROPERTY ID: 138829
PROPERTY OWNER ADDRESS: 455 HAYS STREET
PROPERTY OWNER NAME: DAVIDSON BARBARA

PROPERTY ID: 138828
PROPERTY OWNER ADDRESS: 445 HAYS STREET
PROPERTY OWNER NAME: WALLETT STEVE MURRAY & RICHMER HOLLIE C

PROPERTY ID: 138827
PROPERTY OWNER ADDRESS: 435 HAYS STREET
PROPERTY OWNER NAME: WALLETT STEVE MURRAY

PROPERTY ID: 138826
PROPERTY OWNER ADDRESS: 200 BLUFF STREET
PROPERTY OWNER NAME: CROSSWELL JOAN & ALLEN CARLA R

OWNER/DEVELOPER
TEJAS HERITAGE HOMES, LLC
7401B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TX 78735
CONTACT: JOHN DOUCET
(512) 517-3485
JDoucet@DOUCETENGINEERS.COM

ENGINEER -
DOUCET & ASSOCIATES, INC.
FIRM REGISTRATION #3937
7401 B HIGHWAY 71 WEST
STE. 160, AUSTIN, TX 78735
(512) 583-2600 TELEPHONE
(512) 583-2601 FAX

SURVEYOR -
DOUCET & ASSOCIATES, INC.
FIRM CERTIFICATION #10105800
7401 B HIGHWAY 71 WEST
SUITE 160, AUSTIN, TX 78735
(512) 583-2600 TELEPHONE
(512) 583-2601 FAX

- NOTES:
- FINAL DETERMINATION FOR EASEMENTS TO BE DETERMINED WITH FINAL PLAT AND CONSTRUCTION PLANS.
 - STORM WATER SHALL BE CONVEYED VIA DRAINAGE EASEMENTS & PUBLIC ROW.
 - DESIGN STANDARDS PER CITY OF DRIPPING SPRINGS STANDARDS.
 - NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING, SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
 - THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
 - ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER.

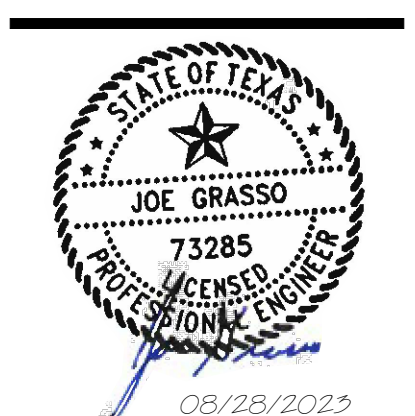
STATE OF TEXAS
COUNTY OF HAYS
CITY OF DRIPPING SPRINGS

THIS PLAT, HAYS STREET SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED, THIS DAY OF _____, 2022.

BY:
PLANNING & ZONING COMMISSION CHAIR OR VICE CHAIR

ATTEST:
ANDREA CUNNINGHAM, CITY SECRETARY



Designed: JC/BP
Drawn: BP
Reviewed: JC/BP
Date: 08/28/2023
Project No: 2328-001

HAYS STREET DEVELOPMENT
LOTS 1 - 7 HAYS STREET
DRIPPING SPRINGS, HAYS COUNTY, TEXAS

DOUCET
Civil Engineering // Eminent // Geospatial
7401 B. Highway 71 W. Ste. 160
Austin, TX 78735. Tel: (512)-583-2600
www.doucetengineers.com
TBE Firm Number: 3937
TBE Firm Number: 10105800

LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into on the 1st day of September, 2023 (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 **TEJAS HERITAGE HOMES**, a Texas limited liability company (“Licensee”).

RECITALS:

WHEREAS, Licensee owns certain real property in Hays County, Texas, described as Lot 6, HAYS STREET SUBDIVISION, a subdivision in the City of Dripping Springs, Hays County, Texas, according to the map or plat thereof recorded in Document **XXX**, Plat Records of Hays County, Texas (the “Subdivision”); and

WHEREAS, at the time Licensee filed the plat for the Subdivision, Licensee dedicated to Licensor all roadways shown thereon, including without limitation, the street known as Hays Street (the “Street”); and

WHEREAS, Licensee and Licensor have agreed that Licensee shall be responsible for maintenance of the asphalt pavement, associated driveway apron, concrete drainage channel, concrete pavement and 5’ wide concrete sidewalk within the medians of the Streets and within those areas of the Streets’ right-of-way which front Lot 6, HAYS STREET SUBDIVISION (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 following improvements in the subdivision’s rights-of-way: asphalt pavement, associated driveway apron, concrete drainage channel, concrete pavement and 5’ wide concrete sidewalk along with other related and ancillary improvements in front of Lot 6. Licensee’s site plan for the driveway and drainage improvements must be reviewed and approved by Licensor's Engineer prior to construction.
2. **Right of Assignment:** At such time as Licensee forms a property owners association (the “Association”) to manage the Subdivision, Licensee may assign this Agreement and Licensee’s rights and obligations hereunder to the Association. Otherwise, Licensee may not assign this Agreement without Licensor’s written consent. Upon an assignment to the Association, Tejas Heritage Homes, LLC, shall be released from all obligations to the Licensor under this Agreement accruing after the date of the assignment.

3. **Insurance:** Licensee shall at all times maintain liability insurance in the amount of one million dollars (\$1,000,000.00) covering Licensee's activities within the License Area, and shall cause Licensor to be named an additional insured on all liability insurance policies.
4. **Term:** The term of this Agreement shall begin upon execution of this Agreement, and shall continue for so long as Licensee or the Association maintains improvements within the License Area.
5. **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.
6. **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.
7. **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: Tejas Heritage Homes, LLC
7401B Hwy. 71 W., Ste. 160
Austin, Texas 78735
Attn.: John Doucet

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.

- 8. **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
- 9. **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.
- 10. **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.
- 11. **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.
- 12. **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.
- 13. **Severability:** If any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, 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

by: _____

Bill Foulds, Jr., Mayor

date: _____

LICENSEE:

Tejas Heritage Homes, LLC

by: _____
John Doucet, _____

date: _____



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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: November 7, 2023

Agenda Item Wording: **Approval of the following Founders Day Commission appointments for terms ending June 30, 2025: At-Large Members, Dee Marsh and Brian Daniel; Lions Club Representative, Susan Warwick; Cook-Off Club Representative, Lisa Garza; and St. Martin de Porres Catholic Church Representatives, Darrell Debish and Mike Handley.**

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The Founders Day Commission is a fourteen-member advisory commission tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is responsible for planning, promoting, arranging, and organizing Founders Day. The Commission makes recommendations to city council regarding the improvement and safe operation of the Founders Day celebration.

Commission Members are appointed by City Council with five members serving at-large, and nine members serving as representatives of St. Martin de Porres Catholic Church (3), Dripping Springs Cook-Off Club (3) and Dripping Springs Lions Club (3), organizations that are involved with the planning of the Founders Day Festival. One member from the commission shall be appointed by the City Council as the Chair to serve a term of one year.

Representatives are nominated by the organization for which they serve and then approved by City Council, and At-Large members are interviewed and nominated by the Founders Day Commission and/or the Chair. Current membership is listed in the table on the following page.

Member	Term	Seat
Brenda Medcalf, Chair	06/30/24	At-Large
Jake Adams, Vice Chair	06/30/23	At-Large
Susan Warwick, Secretary	06/30/23	Lions Club
Sharon Goss	06/30/24	Lions Club
Brad Thomas	06/30/24	Lions Club
Lisa Garza	06/30/23	Cook Off Club
Jeff Shindler	06/30/24	Cook Off Club
Brian Varnell	06/30/24	Cook Off Club
Darrell Debish	06/30/23	St. Martin de Porres
Larry Hans	06/30/23	St. Martin de Porres
Michael Monaghan	06/30/24	St. Martin de Porres
Brian Daniel	06/30/23	At-Large
Clinton Holtzendorf	06/30/24	At-Large
Dee Marsh	06/30/23	At-Large

The seven (7) members with expiring terms were notified in April 2023 of their seat expiration and were given one (1) month to response if they wanted to be reappointed or step down.

- **Reappointment**
 - Susan Warwick, Lions Club
 - Lisa Garza, Cook Off Club
 - Darrell Debish, St. Martin de Porres
 - Brian Daniel, At-Large
 - Dee Marsh, At-Large
- **Stepping Down**
 - Larry Hans, St. Martin de Porres
 - Jake Adams, At-Large

Commission Chair Brenda Medcalf is recommending the reappointment of At-Large Members Brian Daniel and Dee Marsh. Two (2) application were received for the remaining At-Large seat and Chair Brenda Medcalf and

Community Events Coordinator Johnna Krantz are interviewing for the vacant At-Large seat.

Requests for reappointment for organization representatives was received, along with a nomination for Mark Handley for the vacant St. Martin de Porres seat.

**Commission
Recommendations:**

Chair Medcalf recommends the reappointment of Brian Daniel, Dee Marsh, Darrell Debish, Susan Warwick and Lisa Garza, and the appointment of Mark Handley.

**Recommended
Council Actions:**

Staff recommends the reappointment of At-Large Members Brian Daniel and Dee Marsh; and, the reappointment of Cook Off Club Representative Lisa Garza, Lions Club Representative Susan Warwick, and St. Martin de Porres Representative Darrell Debish; and, the Appointment of St. Martin de Porres Representative Mark Handley for terms ending June 30, 2025.

Attachments:

1. St. Martin de Porres Nomination
2. Lions Club Nomination
3. Cook Off Club Nomination

Next Steps/Schedule:

1. Inform applicants of City Council decision
2. Send welcome letter to new member(s)
3. Email commission regarding appointments
4. Update roster

PO Box 1062 - 230 Post Oak Drive - Dripping Springs, TX 78620

www.stmartindp.org - 512-858-5667



April 11, 2023

Andrea Cunningham
511 Mercer Street
PO Box 384
Dripping Springs, TX 78620

Dear Ms. Cunningham,
This letter is to request the continued appointment of Mr. Darrell Debish to the City of Dripping Springs Founder's Day Commission as our representative.

Sincerely,

Rev. Justin Nguyen
Pastor

PO Box 1062 - 230 Post Oak Drive - Dripping Springs, TX 78620

www.stmartindp.org - 512-858-5667



November, 1, 2023

Andrea Cunningham
511 Mercer Street
PO Box 384
Dripping Springs, TX 78620

Dear Ms. Cunningham,
This letter is to request the new appointment of Mr. Mark Handley to the City of Dripping Springs Founder's Day Commission as our representative.

Sincerely,

Rev. Justin Nguyen
Pastor



Search Meeting Files

Submission #17

Print Resend e-mails

[Previous submission](#)

[Next submission](#)

Submission information

Form: [APPLICATION FOR APPOINTMENT TO COMMISSION/COMMITTEE/BOARD](#)

Submitted by Visitor (not verified)

Wed, 11/01/2023 - 1:30pm

165.225.32.98

BOARD, COMMISSION, COMMITTEE

Founders Day Commission

NAME

Mark Handley

MAILING ADDRESS

701 W Highway 290, Suite 300, Dripping Springs, TX 78620

EMAIL

mark@markhandley.com

OCCUPATION

Local Business Owner (Insurance)

PHONE NUMBER

512-894-4470

ARE YOU A RESIDENT OF THE CITY OF DRIPPING SPRINGS?

No

IF NO, ARE YOU A RESIDENT OF THE CITY’S EXTRATERRITORIAL JURISDICTION (ETJ)?

No

HOW LONG HAVE YOU LIVED IN THE CITY OF DRIPPING SPRINGS OR THE ETJ?

23

ARE YOU CURRENTLY OR HAVE YOU EVER SERVED ON ANY CITY COMMISSION/COMMITTEE/BOARD?

Yes

IF YES, PLEASE LIST EACH ONE AND DATES OF MEMBERSHIP.

Founder's Day Commission

PLEASE DESCRIBE ANY QUALIFICATIONS OR EXPERTISE THAT YOU HAVE THAT RELATED DIRECTLY TO BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR.

I was a member of the Founders Day Commission for 3 years and then took a long break. I am ready to return and help in any way possible. My past duties were coordination of the parade, coordination of sanitation andd coordination of security.

PLEASE DESCRIBE ANY CIVIC/VOLUNTEER ORGANIZATIONS OR ACTIVITIES THAT YOU ARE INVOLVED IN THE CITY OF DRIPPING SPRINGS.

I have been a 23-year member of the Knights of Columbus both with the local council and the local assembly. I have held leadership roles in both. I have been a member of the Rotary Club and have been on the board of the DS Chamber of Commerce and on the board of the DS Education Foundation. I have volunteered at numerous community events.

DO YOU HAVE ANY RELATIVES WHO CURRENTLY WORK FOR THE CITY OF DRIPPING SPRINGS?

No

PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT YOU WOULD LIKE US TO KNOW WHEN CONSIDERING THIS APPLICATION:

STATEMENT OF INTENT

“IF APPOINTED, I AGREE TO SERVE AT LEAST TWO YEARS ON THE COMMISSION/COMMITTEE/BOARD FOR WHICH I HAVE APPLIED. I UNDERSTAND THAT IF I SHOULD BE APPOINTED TO A COMMISSION/COMMITTEE/BOARD, I WILL BE EXPECTED TO PARTICIPATE ACTIVELY IN ALL MEETINGS, USE THE CITY’S ONLINE AGENDA PROGRAM, AND BECOME FAMILIAR WITH RELEVANT CITY ORDINANCES. I WILL PREPARE FOR MEETINGS BY REVIEWING AGENDAS AND ALL RELATED MATERIALS PRIOR TO THE START OF THE MEETING USING THE CITY’S ONLINE AGENDA PROGRAM (TRAINING WILL PROVIDED FOR BY THE CITY). I UNDERSTAND THAT I WILL BE REQUIRED TO ATTEND ONE HOUR EACH OF ONLINE TRAINING FOR THE TEXAS OPEN

MEETINGS ACT AND CITY D THE TEXAS PUBLIC INFORMATION ACT WITHIN 30 DAYS TAKING OATH OF OFFICE. I AGREE TO ADHERE TO THE ATTENDANCE REQUIREMENTS AND TO CONTACT THE CITY SECRETARY’S OFFICE IF THERE IS ANY CHANGE IN MY INFORMATION AS SUBMITTED ON THIS APPLICATION. I WILL SUBMIT A CONFLICT OF INTEREST AFFIDAVIT AND ABSTAIN FROM ANY DISCUSSION OR VOTE ON ANY MATTER FOR WHICH I HAVE A SUBSTANTIAL PROHIBITED INTEREST. I HAVE READ, UNDERSTOOD, AND COMPLETED THIS APPLICATION TO THE BEST OF MY ABILITY.”

Item # 7.

DATE

Wed, 11/01/2023

Resume, Education, etc. (Optional)

[Previous submission](#)

[Next submission](#)

[Home](#) [Logout](#) [Dashboard](#)

From: [Dripping Springs Cook-Off Club](#)
To: [Andrea Cunningham](#)
Cc: [Lisa Garza](#)
Subject: Re: Founders Commission Lisa Garza
Date: Wednesday, May 17, 2023 7:24:27 PM

Andrea
Lisa has been voted to be a rep again for the Cookoff club.

Thank you
Chris

On May 3, 2023, at 08:13, Andrea Cunningham
<acunningham@cityofdrippingsprings.com> wrote:

No problem, thank you!

<image001.png>

From: Dripping Springs Cook-Off Club <dscookers@gmail.com>
Sent: Tuesday, May 2, 2023 7:42 PM
To: Andrea Cunningham <acunningham@cityofdrippingsprings.com>
Cc: Lisa Garza <lgarza@indval.com>
Subject: Founders Commission Lisa Garza

Andrea,
Lisa has forwarded me your email regarding her spot on the commission. I neglected to include it on the agenda for April, my apologies. Our next meeting is 5/17, it will be an item on the agenda as it is now a voted on spot.
Thanks

Chris Bailey
President
Dripping Springs Cook-Off Club
(901) 289-7428



Dripping Springs Lions Club

P. O. Box 53

Dripping Springs, TX 78620

May 1, 2023

City of Dripping Springs, Founders Commission,

The DS Lions Club recommends Susan Warwick to be a Lions Club representative on the Founders Day Commission.

In service to our community,

A handwritten signature in cursive script that reads "Denise Nemanich".

Denise Nemanich, President
Dripping Springs Lions Club



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: 11/07/2023

Agenda Item Wording: **Discuss and consider approval of a Vendor Agreement between the City of Dripping Springs and Peak Beverage Texas LLC for exclusive alcoholic beverage services at Dripping Springs Ranch Park.**

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: Dripping Springs Ranch Park would like to enter into a vendor agreement with Peak Beverage for events at Dripping Springs Ranch Park.

The agreement states that Peak Beverage will pay the City a commission equal to 15% of the gross receipts for Catering Services provided at the Dripping Springs Ranch Park.

Peak Beverage has provided bar service at other events and it was a smooth process to work with them.

Board Recommendations: DSRP Board did not have a quorum and was unable to meet.

Recommended Council Actions: Staff recommends approving and executing the agreement with Peak Beverage

Attachments: Peak Beverage Vendor Agreement

Next Steps/Schedule: Execute the agreement.

Vendor Agreement

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

1. **PARTIES:** This Agreement is hereby executed by and between the **City of Dripping Springs**, Texas, (the “City”) a General Law, Type-A municipality located in Hays County, Texas, and **Peak Beverage Texas LLC**, a Texas limited liability company (the “Contractor”).
2. **DESCRIPTION:** Contractor is hereby engaged to provide Alcoholic Beverage Services.
3. **SCOPE:** Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”
4. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas.
5. **EXCLUSIVE GRANT:** Subject to the terms and conditions set forth in this Agreement and at all times during the Term of this Agreement, the City hereby grants to the Contractor the exclusive right to provide and perform Beverage Services at all City events described in Attachment “B”.
6. **CONSIDERATION:**
 - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City a commission equal to fifteen percent (15%) of the gross receipts for all Catering Services provided at the Venue. “Gross Receipts” is defined herein as the total amount of income or revenue received by the Contractor for the sale of alcoholic beverages related to events at the Venue, less any Texas Mixed Beverage Sales Taxes or Texas Mixed Beverage Gross Receipts tax paid by the Contractor to the Texas Comptroller as required by law, credit card fees, discounts, and comps.
 - 6.2 Contractor agrees to deliver payment and a copy of gross receipts to the City within thirty (30) days after any such event at which the Contractor has provided Beverage Services.
 - 6.3 Contractor may enter into additional commissions with vendors or events but will not exceed a total of thirty-five percent (35%) including the City commission.

7. CONTRACTOR’S DUTIES

- 7.1 Contract Negotiation with the Client. Contractor shall negotiate all pricing, bar menus and services directly with City’s Client. City is not responsible for any disputes between the Contractor and City’s Clients regarding Beverage Services and/or any pricing or billing of Beverage Services.
- 7.2 Compliance with City’s Rules and Regulations. Contractor shall follow City’s established rules and regulations for set-up, service and breakdown for any City’s Client event for which Contractor provides Beverage Services.

- 7.3 Safe Alcohol Service Certification.** All individuals serving alcohol on Contractor's behalf shall be trained in Safe Alcohol Service by a TABC-approved Seller Training course. Contractor's Beverage Services shall comply with all relevant state and local laws in all material aspects.
- 7.4 Representations and Warranties of Contractor.** Contractor represents and warrants that: (i) it has the authority to enter into this Agreement and to fully perform the obligations hereunder, (ii) it is duly organized and validly existing under applicable laws, (iii) this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms, (iv) neither the execution, delivery and/or performance of this Agreement, will, directly or indirectly (with or without notice or lapse of time) breach any provision of its governing documents, or cause a default under any contract, instrument, or order to which it is a party or by which it is bound, (v) it will materially comply with applicable federal, state and local laws and regulations in performing its obligations under this Agreement, and (vi) Beverage Services shall be performed in a workmanlike manner and with professional diligence and skill.

8. CITY'S DUTIES:

- 8.1 City's Client Contracts.** City covenants that all City event contracts with City Clients shall include a provision to the effect that (i) Contractor is the City's exclusive provider for alcohol beverage services at the Venue and (ii) all alcohol must be consumed within the City's designated event area at the Venue and may not be removed from the Venue.
- 8.2 Point of Contact.** City shall provide information (name, phone number, mobile phone number and email address) to Contractor of the individual(s) who will serve as City's (1) main manager-level point of contact with Contractor and ensure that such individual(s) shall be accessible to Contractor on-site at the Venue or remotely via telephone and email and (2) on-site point of contact with Contractor and ensure that such individual(s) shall be accessible to Contractor on-site at the Venue at all times during any applicable event.
- 8.3 Access to Venue.** City shall provide Contractor access to the Venue in order to provide Beverage Services pursuant to Contractor's contract with City's Clients.
- 8.4 Venue.** City shall ensure that Venue is in clean and orderly condition and fully functional for Contractor to provide Beverage Services to City's Clients.
- 8.5 Venue Rules and Regulations.** City shall provide Contractor with the rules and regulations applicable to Contractor's Beverage Services and any changes thereto no fewer than ten (10) business days prior to any event at which such Venue rules and regulations shall apply.
- 8.6 IP License.** City grants to Contractor a non-exclusive, non-transferrable license during the Term to use City's name and logo solely in connection with the Beverage Services and website and marketing materials with respect to such Beverage Services.
- 8.7 Insurance.** City shall carry property insurance/liability coverage for its own property for all causes of loss.

8.8 Representations and Warranties of Venue Operator. Venue Operator represents and warrants that:

(i) it has the authority to enter into this Agreement and to fully perform the obligations hereunder, (ii) it is duly organized and validly existing under applicable laws, (iii) this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms, (iv) neither the execution, delivery and/or performance of this Agreement, will, directly or indirectly (with or without notice or lapse of time) breach any provision of its governing documents, or violate, breach, or cause a default under any contract, instrument, or order to which it is a party or by which it is bound, and (v) it will materially comply with applicable federal, state and local laws and regulations in performing its obligations under this Agreement.

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

10. DURATION: This Agreement shall be in effect for no more than one year and may be renewed for two additional years if not terminated by either party.

11. TERMINATION:

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

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

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

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

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

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

12. SITE MAINTENANCE:

12.1 Contractor shall not perform waste or damage the site.

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

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

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

14. LICENSES: Contractor shall, at its own expense, obtain all necessary licenses and permits required in connection with performing Beverage Services, materially comply with all state statutes and local ordinances in connection with the preparation, storage and service of alcoholic beverages, and hold the City harmless for any material violation thereof unless such violation is as a result of or in connection with the City's negligence or willful misconduct, in which case the City shall hold Contractor harmless and shall cooperate with Contractor to remedy the violation. Contractor shall upon request provide to the City a copy of such necessary licenses, including, without limitation, Texas Sales Tax License. Special Event Temporary Permits may be obtained by the Contractor for a fee, or the City may obtain the Permit themselves.

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

16. INSURANCE:

16.1 Contractor's Insurance: Contractor, at its expense, shall obtain and maintain during the Term of this Agreement, the following insurance coverage:

- i Worker's Compensation Insurance** equal to or greater than the current statutory limit; and
- ii Comprehensive General Liability Insurance** with coverage no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- iii Liquor Liability Insurance** in an amount not less than \$1,000,000 per occurrence.

Within five (5) business days after the signing of this agreement, but no earlier than thirty (30) days prior to the first event at the Venue of this Agreement, Contractor shall deliver a Certificate of Insurance listing the City as an additional named insured in connection with the policies set forth in this Section. The policies further shall provide for ten (10) days' written notice to the City from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation, or termination thereof. All of the foregoing limits may be met with an umbrella or excess policy with the same monetary limited written on an occurrence basis, providing it is written by the same insurance carrier.

17. INDEMNIFICATION: CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE

EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

18. RULES: The Contractor shall follow the City's established rules and regulations for set-up, service, and breakdown for any event for which the Contractor provides Beverage Services.

19. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*. In the event that any suit or other action, at law or in equity, is instituted by either Party to enforce any of the provisions of this Agreement or resolve any disputes between the Parties with respect to this Agreement, the non-prevailing Party shall be obligated to pay all costs and expenses incurred by the prevailing Party in connection with the preparation and prosecution and any settlement of any such suit or action, at all appellate levels, including the reasonable fees and disbursements of the attorneys, accountants and experts of the prevailing Party.

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

To the City:

City of Dripping Springs
Attn: Event Center Manager
PO Box 384
Dripping Springs, TX 78620
enelson@cityofdrippingsprings.com

To the Contractor:

Peak Beverage Texas LLC
Attn: Tannea Musselman
252 Frog Pond Ln Bldg. A
Dripping Springs, TX 78620
tannea@peakbev.com

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

22. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

23. MANDATORY DISCLOSURES: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176), and the Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no

boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

24. SEVERABILITY: Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

25. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.

26. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

27. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

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

CITY OF DRIPPING SPRINGS

PEAK BEVERAGE TEXAS LLC

Michelle Fischer, City Administrator

Tannea Musselman, Director of Strategic Partnerships

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT A

Peak Beverage Texas, LLC Proposal

SCOPE OF SERVICES

PEAK BEVERAGE

POS systems: Peak to provide adequate handheld POS terminals for bar location using concessions or cash bars.

Staff Uniforms / Attire: Peak will provide attire for staff.

ICE, Bar Equipment: Peak team to provide Ice, cups, bins, etc.

Staffing: Peak to provide adequate bartenders, barbacks and managers based on projected guests and event type.

TiPs Certified Bartenders: Peak to provide all TABC certified bartenders.

ID/ Age Verification: Peak to ID any and all individuals at the bar locations; potentially utilize wristbands or stamp at client request to keep transaction times high.

POS Reporting & Data: Peak to provide all data from the event series and transparency into reporting by bar location, by item - square is the processing platform.

Compliance with local and state health regulations: Peak to provide hand washing stations and safe drink handling (when designated type of event its needed).

Insurance: Peak to provide a COI with venue listed as additional insured and umbrella policy.

Tables: Peak to provide tables for all bar locations.

Menu Design: Peak will provide design options or can work collectively with producer on menu Designs.

Product Purchasing: Peak to handle all product purchasing and receiving. Product may be brought with us via truck from our warehouse.

Menu Printing: Peak to print all menus for cash bar or concessions needs (if its a high amount - may work with client).

Bar setup & Breakdown: Peak to set up and tear down all bar locations at the beginning and end of the event.

PRODUCER- VENUE:

Security: venue or rental client to provide overall security for event each day and overnight (if needed).

WiFi: venue to Provide - Peak has the capability to run of hot posts for cash bar (credit only) events.

Generators/Power Source: venue to provide power if needed to bar location.

Access to Venue: venue will grant access to allow our team to successfully set up and break down for the event days.

Marketing: venue or client to market the event to drive attendance and ticket sales for all public events.

COLLABORATIVE/SHARED SERVICES (both Parties)

Event Layout Creation: Peak to work in partnership with venue on the best layout for the event series to maximize sales & minimize lines.

Menus: Peak to design in partnership with venue and determine all product offerings for menus along with pricing.

ATTACHMENT B

City of Dripping Springs Events List

Month	Event	Estimated Attendance	Length of event
September	MotoXtreme Circus	300+	1-night
October	Trunk-or-Treat	500+	1-night
	Haunted House	1000+	Runs 3 weekends
	Hill Country Harvest Market	1000+	3 -day
	TxJr. Roller Derby Skate-a-thon	150+	1-day
	Big Tex Gun Show	200+	2-day
November	CCA Banquet (private)	200+	1-night
	The Hope Project Gala (private)	250+	1-night
December	Vintage Market Days	10,000+	3-day
	Rough Out Ranch Rodeo	1000+	3-day
December-January	Western Wonderland	1000+	Runs all Month
January	TxJr. Roller Derby Competition	150+	3-day
	Big Tex Gun Show	200+	2-day
	Hays County Livestock Show	300+	1-week
February	Monster Truck Show	500+	1-night
	Hunters Heritage Banquet (Private)	200+	1-night
March	TxJr. Roller Derby Scrimmage	100+	1-night
	Polo Tournament	150+	3-day
	Spring Wildflower Market	1000+	3-day
	Dripping Springs Rodeo	9000+	2-day
	Eggstravaganza	500+	1-day
April	Eclipse	1000+	3-day
	Big Tex Gun Show	200+	2-day
May	Up Trade Days	300+	3-day
	TxJr. Roller Derby Scrimmage	100+	1-night
	Shorty Scott Memorial	300+	2-day
July	Big Tex Gun Show	200+	2-day
August	Dwarfanators	200+	1-night
September	Goat Courture	1000+	1-day

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AN ACT

relating to municipal regulation of subdivisions and approval of subdivision plans or plats.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Sections 212.001(2) and (3), Local Government Code, are amended to read as follows:

(2) [~~"Plan" means a subdivision development plan, including a subdivision plan, subdivision construction plan, site plan, land development application, and site development plan.~~

~~[(3)]~~ "Plat" includes a preliminary plat, [~~general plan,~~] final plat, and replat.

SECTION 2. Subchapter A, Chapter 212, Local Government Code, is amended by adding Section 212.0015 to read as follows:

Sec. 212.0015. CONSTRUCTION OF SUBCHAPTER. This subchapter may not be construed to restrict a municipality from establishing a submittal calendar to be used by an applicant to facilitate compliance with the approval process described by Sections 212.009, 212.0091, 212.0093, and 212.0095.

SECTION 3. Subchapter A, Chapter 212, Local Government Code,

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is amended by adding Section 212.0021 to read as follows:

Sec. 212.0021. SUBDIVISION REQUIREMENTS. The governing body of a municipality, by ordinance and after notice is published in a newspaper of general circulation in the municipality, may:

(1) adopt, based on the amount and kind of travel over each street or road in a subdivision, reasonable specifications relating to the construction of each street or road; and

(2) adopt reasonable specifications to provide adequate drainage for each street or road in a subdivision in accordance with standard engineering practices.

SECTION 4. Section 212.004, Local Government Code, is amended by amending Subsections (a) and (b) and adding Subsections (f) and (g) to read as follows:

(a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended by the owner of the tract to be dedicated to public use [~~or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts~~] must have a plat of the subdivision prepared. A division of a tract under this

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 subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

(b) To be recorded, the plat must:

- (1) describe the subdivision by metes and bounds;
- (2) locate the subdivision with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part; and
- (3) state the dimensions of the subdivision and of each street, alley, square, park, or other part of the tract intended by the owner of the tract to be dedicated to public use [~~or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part~~].

(f) A plat is considered filed on the date the applicant submits the plat, along with a completed plat application and the application fees and other requirements prescribed by or under this subchapter, to:

- (1) the governing body of the municipality; or
- (2) the municipal authority responsible for approving

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plats.

(g) The governing body of a municipality or the municipal authority responsible for approving plats may not require an analysis, study, document, agreement, or similar requirement to be included in or as part of an application for a plat, development permit, or subdivision of land that is not explicitly allowed by state law.

SECTION 5. Section 212.005, Local Government Code, is amended to read as follows:

Sec. 212.005. APPROVAL BY MUNICIPALITY REQUIRED. (a) The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies the requirements of this subchapter [~~all applicable regulations~~].

(b) This subchapter may not be construed to convey any authority to a municipality regarding the completeness of an application or the approval of a plat or replat that is not explicitly granted by this subchapter.

SECTION 6. Sections 212.0065(a) and (c), Local Government Code, are amended to read as follows:

(a) The governing body of a municipality or the municipal planning commission may delegate to one or more officers or employees of the municipality or of a utility owned or operated by

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 the municipality the ability to approve, approve with conditions,
or disapprove a plat [~~+~~

~~[(1) amending plats described by Section 212.016;~~

~~[(2) minor plats or replats involving four or fewer
 lots fronting on an existing street and not requiring the creation
 of any new street or the extension of municipal facilities; or~~

~~[(3) a replat under Section 212.0145 that does not
 require the creation of any new street or the extension of
 municipal facilities].~~

(c) An applicant has the right to appeal to the governing
 body of the municipality or the municipal planning commission if
 the designated [~~The~~] person disapproves a [~~or persons shall not
 disapprove the~~] plat [~~and shall be required to refer any plat which
 the person or persons refuse to approve to the municipal authority
 responsible for approving plats within the time period specified
 in Section 212.009~~].

SECTION 7. Subchapter A, Chapter 212, Local Government Code,
 is amended by adding Section 212.0081 to read as follows:

Sec. 212.0081. REQUIRED APPLICATION MATERIALS. (a) Each
 municipality to which this subchapter applies shall adopt and make
 available to the public a complete, written list of all
 documentation and other information that the municipality requires
 to be submitted with a plat application. The required documentation

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and other information must be related to a requirement authorized under this subchapter.

(b) An application submitted to the municipal authority responsible for approving plats that contains all documents and other information on the list provided under Subsection (a) is considered complete.

(c) A municipality that operates an Internet website shall publish and continuously maintain the list described by Subsection (a) on the Internet website not later than the 30th day after the date the municipality adopts or amends the list.

(d) A municipality that does not operate an Internet website shall publish the list described by Subsection (a) on adoption of the list or an amendment to the list in:

(1) a newspaper of general circulation in the municipality; and

(2) a public place in the location in which the governing body of the municipality meets.

SECTION 8. Sections 212.009(a), (b), (b-2), (c), and (d), Local Government Code, are amended to read as follows:

(a) The municipal authority responsible for approving plats shall approve, approve with conditions, or disapprove a [~~plan or~~] plat within 30 days after the date the [~~plan or~~] plat is filed. A [~~plan or~~] plat is approved by the municipal authority unless it is

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disapproved within that period and in accordance with Section 212.0091.

(b) If an ordinance requires that a [~~plan or~~] plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall approve, approve with conditions, or disapprove the [~~plan or~~] plat within 30 days after the date the [~~plan or~~] plat is approved by the planning commission or is approved by the inaction of the commission. A [~~plan or~~] plat is approved by the governing body unless it is disapproved within that period and in accordance with Section 212.0091.

(b-2) Notwithstanding Subsection (a) or (b), the parties shall [~~may~~] extend the 30-day period described by those subsections for one or more periods, each [~~a period~~] not to exceed 30 days if:

(1) both:

(A) the applicant requests the extension in writing to the municipal authority responsible for approving plats or the governing body of the municipality, as applicable; and

(B) [~~(2)~~] the municipal authority or governing body, as applicable, approves the extension request; or

(2) Chapter 2007, Government Code, requires the municipality to perform a takings impact assessment in connection with the plan or plat.

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(c) If a [~~plan or~~] plat is approved, the municipal authority giving the approval shall endorse the [~~plan or~~] plat with a certificate indicating the approval. The certificate must be signed by:

(1) the authority's presiding officer and attested by the authority's secretary; or

(2) a majority of the members of the authority.

(d) If the municipal authority responsible for approving plats fails to approve, approve with conditions, or disapprove a [~~plan or~~] plat within the prescribed period, the authority on the applicant's request shall issue a certificate stating the date the [~~plan or~~] plat was filed and that the authority failed to act on the [~~plan or~~] plat within the period. The certificate is effective in place of the endorsement required by Subsection (c).

SECTION 9. Section 212.0091(a), Local Government Code, is amended to read as follows:

(a) A municipal authority or governing body that conditionally approves or disapproves a [~~plan or~~] plat under this subchapter shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval.

SECTION 10. Sections 212.0093, 212.0095, and 212.0096, Local

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Government Code, are amended to read as follows:

Sec. 212.0093. APPROVAL PROCEDURE: APPLICANT RESPONSE TO CONDITIONAL APPROVAL OR DISAPPROVAL. After the conditional approval or disapproval of a [~~plan or~~] plat under Section 212.0091, the applicant may submit to the municipal authority or governing body that conditionally approved or disapproved the [~~plan or~~] plat a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided. The municipal authority or governing body may not establish a deadline for an applicant to submit the response.

Sec. 212.0095. APPROVAL PROCEDURE: APPROVAL OR DISAPPROVAL OF RESPONSE. (a) A municipal authority or governing body that receives a response under Section 212.0093 shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved [~~plan or~~] plat not later than the 15th day after the date the response was submitted.

(b) A municipal authority or governing body that conditionally approves or disapproves a [~~plan or~~] plat following the submission of a response under Section 212.0093:

- (1) must comply with Section 212.0091; and
- (2) may disapprove the [~~plan or~~] plat only for a specific condition or reason provided to the applicant under Section 212.0091.

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(c) A municipal authority or governing body that receives a response under Section 212.0093 shall approve a previously conditionally approved or disapproved [~~plan or~~] plat if the response adequately addresses each condition of the conditional approval or each reason for the disapproval.

(d) A previously conditionally approved or disapproved [~~plan or~~] plat is approved if:

(1) the applicant filed a response that meets the requirements of Subsection (c); and

(2) the municipal authority or governing body that received the response does not disapprove the [~~plan or~~] plat on or before the date required by Subsection (a) and in accordance with Section 212.0091.

Sec. 212.0096. APPROVAL PROCEDURE: ALTERNATIVE APPROVAL PROCESS. (a) Notwithstanding Sections 212.009, 212.0091, 212.0093, and 212.0095, an applicant may elect at any time to seek approval for a [~~plan or~~] plat under an alternative approval process adopted by a municipality if the process allows for a shorter approval period than the approval process described by Sections 212.009, 212.0091, 212.0093, and 212.0095.

(b) An applicant that elects to seek approval under the alternative approval process described by Subsection (a) is not:

(1) required to satisfy the requirements of Sections

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212.009, 212.0091, 212.0093, and 212.0095 before bringing an action challenging a disapproval of a [~~plan-or~~] plat under this subchapter; and

(2) prejudiced in any manner in bringing the action described by Subdivision (1), including satisfying a requirement to exhaust any and all remedies.

SECTION 11. Section 212.0099, Local Government Code, is amended to read as follows:

Sec. 212.0099. JUDICIAL REVIEW OF DISAPPROVAL. In a legal action challenging a disapproval of a [~~plan-or~~] plat under this subchapter, the municipality has the burden of proving by clear and convincing evidence that the disapproval meets the requirements of this subchapter or any applicable case law. The court may not use a deferential standard.

SECTION 12. Section 212.010, Local Government Code, is amended by adding Subsections (c), (d), and (e) to read as follows:

(c) The municipal authority responsible for approving plats may not require the dedication of land within a subdivision for a future street or alley that is:

(1) not intended by the owner of the tract; and

(2) not included, funded, and approved in:

(A) a capital improvement plan adopted by the municipality; or

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(B) a similar plan adopted by a county in which the municipality is located or the state.

(d) A municipal authority responsible for approving plats may not refuse to review a plat or to approve a plat for recordation for failure to identify a corridor, as defined by Section 201.619, Transportation Code, unless the corridor is part of an agreement between the Texas Department of Transportation and a county in which the municipality is located under that section.

(e) If a municipal authority responsible for approving plats fails or refuses to approve a plat that meets the requirements of this subchapter, the owner of the tract that is the subject of the plat may bring an action in a district court in a county in which the tract is located for a writ of mandamus to compel the municipal authority to approve the plat by issuing to the owner applicable approval documentation. The applicant shall recover reasonable attorney's fees and court costs in the action if the applicant prevails. The municipality may recover reasonable attorney's fees and court costs in the action if the municipality prevails and the court finds the action is frivolous.

SECTION 13. As soon as practicable after the effective date of this Act but not later than January 1, 2024, each municipality shall adopt and publish the list described by Section 212.0081, Local Government Code, as added by this Act.

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SECTION 14. The changes in law made by this Act apply only to an application submitted on or after the effective date of this Act. An application submitted before the effective date of this Act is governed by the law applicable to the application immediately before the effective date of this Act, and that law is continued in effect for that purpose.

SECTION 15. This Act takes effect September 1, 2023.

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President of the Senate

Speaker of the House

I certify that H.B. No. 3699 was passed by the House on May 9, 2023, by the following vote: Yeas 130, Nays 12, 2 present, not voting; that the House refused to concur in Senate amendments to H.B. No. 3699 on May 25, 2023, and requested the appointment of a conference committee to consider the differences between the two houses; that the House adopted the conference committee report on H.B. No. 3699 on May 28, 2023, by the following vote: Yeas 139, Nays 3, 1 present, not voting; and that the House adopted H.C.R. No. 126 authorizing certain corrections in H.B. No. 3699 on May 28, 2023, by the following vote: Yeas 142, Nays 0, 1 present, not voting.

Chief Clerk of the House

H.B. No. 3699

I certify that H.B. No. 3699 was passed by the Senate, with amendments, on May 21, 2023, by the following vote: Yeas 22, Nays 9; at the request of the House, the Senate appointed a conference committee to consider the differences between the two houses; that the Senate adopted the conference committee report on H.B. No. 3699 on May 28, 2023, by the following vote: Yeas 20, Nays 11; and that the Senate adopted H.C.R. No. 126 authorizing certain corrections in H.B. No. 3699 on May 28, 2023, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

**CITY OF DRIPPING SPRINGS
NOTICE OF PUBLIC HEARINGS
SUBDIVISION ORDINANCE TEXT AMENDMENT**

Public hearings will be held at the City of Dripping Springs Planning & Zoning Commission meeting at 6:00 p.m. on October 24, 2023 and at the City Council Meeting at 6:00 p.m. on November 7, 2023 at Dripping Springs City Hall, 511 Mercer Street, Dripping Springs, Texas, to consider comprehensive text amendment to the Subdivision Ordinance, Chapter 28 Subdivisions and Site Development and Exhibit A. – Subdivision Ordinance including changes to review procedure and timing for plat and site plan applications as well as other proposed amendments.

When City Hall is open, the proposed amended subdivision ordinance is available for viewing at Dripping Springs City Hall, 511 Mercer Street, during regular business hours: 8:00 a.m. to 5:00 p.m., Monday through Friday. If City Hall is closed to visitors during this period, you can request review of any documents by emailing planning@cityofdrippingsprings.com. If City Hall is closed to visitors on the day of the meeting, or the meeting is virtual for another reason, the City will post this information on its website at www.cityofdrippingsprings.com so that the public may have access to the meeting.

Comments regarding this project may be emailed to planning@cityofdrippingsprings.com or mailed to PO Box 384, Dripping Springs, TX 78620. Comments received by October 21, 2023, will be included in agenda packets for the meetings. For more information call City Hall at (512) 858-4725.

August 2023 Update- CODE OF ORDINANCES
Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT
ARTICLE 28.04 SITE DEVELOPMENT

ARTICLE 28.04 SITE DEVELOPMENT

Sec. 28.04.001. Title.

This article shall be commonly cited as the site development ordinance.

Sec. 28.04.002. Purpose.

This article establishes a site plan review process for all proposed nonresidential and certain residential developments. Generally, this article applies to horizontal improvements necessary to develop a site, rather than the vertical improvements involved with erecting buildings. The purpose of the review is to ensure efficient and safe land development, harmonious use of land, compliance with the comprehensive plan, appropriate design standards, safe and efficient vehicular and pedestrian circulation, parking and loading, and adequate water supply, drainage and stormwater management, sanitary facilities, coverage, and other utilities and services.

Sec. 28.04.003. Scope.

This article applies to all property within the incorporated municipal boundaries ~~(i.e., city limits~~ and the extraterritorial jurisdiction (ETJ)).

Sec. 28.04.004. Site development permit required.

No development shall be undertaken on any land, tract, parcel, or lot within the corporate limits or ETJ of the city until a site development permit for said development has been obtained from the city. Exceptions to this prohibition are enumerated in section 28.04.008(b).

Sec. 28.04.005. Exception.

This article does not apply to development authorized by the city pursuant to subdivision final plat and approved construction plan.

Sec. 28.04.006. Definitions.

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

(b) Specific definitions.

Applicant. A person or entity who submits to the city an application for an approval required by this article. To be qualified as an applicant under this article, the person or entity must have sufficiently documented legal authority or proprietary interests in the land to commence and maintain proceedings under this article. The term

shall be restricted to include only the property owner(s), or a duly authorized agent and representative of the property owner.

Application . A submission for a plan, plat, or permit under this article that includes all required documents and has been deemed administratively complete by the city.

Approval. Approval of a plan, plat, or permit under this article by an approving authority who was authorized at the time of the approval to act on the application.

Board of adjustment . The body appointed by the city council to grant variances, waivers, or special exceptions, as allowed by ordinance. In the event that such a body has not been appointed, the city council shall serve as the board of adjustment.

City administrator . The city's chief administrative officer, as appointed by the city council. For purposes of this chapter, the term also includes the deputy city administrator, or the city administrator's designee.

City limits . The incorporated municipal boundary of the city.

Construction plan . Detailed engineered drawings and accompanying text clearly describing public infrastructure improvements.

Development . The erection of buildings, roads, utilities, drainage improvements, or other structures. The term includes construction, excavation, dredging, grading, filling, and clearing or removing vegetation. Pruning, or other forms of general or regular maintenance of vegetation on developed property, shall not be considered development for purposes of this article.

Development agreement : A contract entered into by the applicant and the city, by which the applicant promises to complete the required public improvements within the subdivision within a specified time period. The agreement may also include provisions documenting a mutual understanding regarding annexation, land use, applicable regulations, funding, open space, and other arrangements as allowed by state law.

Disapproval: A disapproval or denial of a plan, plat, or permit by an authority who was authorized to act on the application at the time of the disapproval or denial.

Engineer . A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering.

ETJ . The extraterritorial jurisdiction of the city, being that land not within the city limits, but land over which the city has jurisdiction by virtue of chapter 42 of the Local Government Code, as amended, and other applicable law.

Filing . The date on which an administratively complete application for a plan, plat, or permit is submitted to the city on a day or date on which it is accepting filing of such plans, plats, and permits.

Impervious cover . Includes all roads, driveways, parking areas, buildings, decking, rooftop landscapes and other impermeable construction covering the natural land surface. Swimming pool surface water area for pools which discharge to the storm drainage system shall also be included. Water quality and detention basins, swales, and other conveyances for drainage purposes only shall not be calculated as impervious cover.

Lot . An undivided tract or parcel of land having frontage on a street and which is, or in the future may be, sold, conveyed, transferred, or improved, which is designated as a distinct and separate tract or parcel, and which is identified by a tract or lot number or symbol, or by metes and bounds.

Owner . Any person or firm, association, syndicate, general or limited partnership, corporation, trust or other legal entity, or any agent thereof, that has sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under this article. In any event, the term "property owner" shall be restricted to include only the owner(s) or authorized agent(s) of such owner(s), such as a developer, of land sought to be subdivided.

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P&Z . The planning and zoning commission of the city.

Person . Includes corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and other legal entity.

Plan . For purposes of compliance with this article, the term refers to a site plan, as may be applicable.

Planned development districts (PDDS) . A customizable zoning district, represented through an adopted development plan, per the regulations of this Code, which may provide for one or more main uses or structures on a single parcel or contiguous parcels of land controlled by a single landowner or development group, and which permits flexibility from specific Code provisions related to land uses, dimensional requirements, landscaping, design, and other similar regulations in return for assurances of a comprehensive plan for overall innovation and/or quality of development.

Planning Director . [Staff or consultant designated by the City Administrator as the Planning Director.](#)

Right-of-way . Land occupied or intended to be occupied by street, crosswalk, railroad, road, electric transmission line or oil or gas pipe line, water main, sanitary or storm sewer main, or for other special use. Right-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use.

Site . An area of ground occupied or to be occupied by a structure.

Site development review committee . A group consisting of the city administrator or designee, the city engineer, building official, and the [city planner/planning director](#). [Also referred to as the Development Review Committee.](#)

Site plan . Detailed engineered drawings and accompanying text clearly describing the site development improvements.

Site development permit . The record of the approval of a site plan issued to an applicant with an approved site plan.

Small project . Those being 3,500 square feet in total cumulative area or less, or as determined by the city engineer or [city administrator/planning director](#).

Soil tests . Percolation tests, soil boring profiles, geotechnical and geological tests and profiles, groundwater table tests, and any other tests which may be required by the county environmental health department, state agency, or the city.

Street . An improved surface within a right-of-way or easement, public or private, other than an alley, which has been dedicated, deeded, or granted an easement for public use and which affords primary vehicular access to abutting property. Includes the term "road" and "roadway."

Structure . Anything constructed or erected, the use of which requires location on or in the ground or attachment to something having location on the ground.

Subdivider . Any person or any agent thereof dividing or proposing to divide land so as to constitute a subdivision as that term is defined herein. In any event, the term "subdivider" shall be restricted to include only the owner, equitable owner or authorized agent of such owner or equitable owner, of land sought to be subdivided.

Subdivision . Shall be defined as is set forth in the city subdivision ordinance, as may be amended.

Surveyor . A registered state land surveyor or a registered professional land surveyor, as authorized by the state statutes to practice the profession of surveying.

Tract . A defined area of land.

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Unit. A physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described by the condominium declaration.

Utility easement. An interest in land granted to the city, to the county, to the public generally, and/or to a private utility corporation, which authorizes the installation or maintenance of a utility across, over, or under land, and which authorizes ingress and egress thereon with machinery and vehicles necessary for the maintenance of said utilities.

Sec. 28.04.007. Enforcement; penalties.

(a) Criminal penalty.

- (1) A person who violates, causes, allows or permits a violation of a section of this chapter designated as an offense in subsection (c) of this section commits a misdemeanor offense. Each violation shall be punished by a fine not to exceed \$2,000.00 per violation if the violation is of a provision of this article that governs public health or sanitation. A violation shall be punished by a fine not to exceed \$500.00 per violation if the violation is of a provision of this article that does not govern public health or sanitation.
- (2) Each day a violation of this chapter designated as an offense constitutes a distinct and separate offense.
- (3) Violation of any of these sections is considered an offense:
 - (A) Section 28.04.004, site development permit required.
 - (B) Section 28.04.013, site plan requirements, city limits.
 - (C) Section 28.04.016, erosion control.
 - (D) Section 28.04.017, clearing and rough-cutting.
 - (E) Section 28.04.018, cuts and fills.
 - (F) Section 28.04.020, post-construction restoration plan.

(b) Civil remedies.

- (1) If any building, structure, or land is used, constructed, maintained, repaired, or altered, or any development is commenced or continued, in violation of this article, the city and its officers may institute any appropriate action to prevent, restrain, correct, or abate the violation, including all remedies available pursuant to state law.
- (2) The city is authorized to seek civil penalties not to exceed \$100.00 per violation, with each day a violation of this article continues constituting a distinct and separate offense.
- (3) The imposition of any penalty shall not preclude the city and its officers from instituting any other appropriate action to require compliance with this land development code and with administrative orders and determinations made pursuant to this article.

(c) Administrative actions.

- (1) Stop work orders. When an appropriate authorized official of the city determines that there has been noncompliance with any material term, condition, requirement or agreement under this article, the person obtaining such approved plan or permit shall be ordered by the city in writing to cease and desist from further development or construction material to the alleged noncompliance until corrected by compliance.

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- (2) Withholding of other authorizations. The city may refuse to grant development, construction, or occupancy approvals for improvements for a property that does not fully and completely comply with all terms and conditions of this article. Without limiting the type or number of approvals the city may withhold, the city is specifically authorized to refuse to grant site development permits, building permits, utility connections, and certificates of occupancy.
- (3) Appeals. Said person may appeal an administrative order to the city administrator by giving written notice. The city administrator shall hear the appeal within five business days of receiving such notice. Said person may appeal in writing a negative ruling by the city administrator to the city council, which shall hear the appeal at the next regular meeting following receipt of the notice so long as the appeal is received at least five business days before the next regular meeting. If an appeal is received within five business days of the next regular meeting, the appeal will be heard at the council meeting after the next regular council meeting.

Sec. 28.04.008. Applicability.

- (a) Approval requirements.
- (1) Site plan review and approval shall be required for all nonresidential and specified residential projects and any planned development district (PDD) or conditional use permit (CUP) public hearings may also be required, as set forth in these regulations.
 - (2) Building permits shall be required in the ETJ only in accordance with any applicable development agreements or other authorizations approved by the council that mandate building permits.
 - (3) No building permit shall be issued for any of the above developments until a site plan and all other required engineering or construction plans are first approved by the city. No certificate of occupancy shall be issued until all construction and development conforms to the site plan and engineering/construction plans, as approved by the city. The site plan review process shall include three steps:
 - (A) Pre-application conference;
 - (B) Site plan review; and
 - (C) Construction of the project after city approval of the required site plan and other associated plans, including engineering plans.
- (b) Exemptions. Site plan review shall not be required for the following:
- (1) The cultivation of land for agricultural purposes, fence building or rebuilding.
 - (2) Street construction and maintenance projects that do not increase the impervious cover beyond that of the original street.
 - (3) Construction or reconstruction of duplex residential housing and associated buildings, drives, and other appurtenances provided:
 - (A) No more than one structure is constructed per legal lot or unit;
 - (B) No proposed improvement is located in the 100-year floodplain;
 - (C) The city engineer has determined that the proposed improvement would not have an effect on the waterway; and
 - (D) City erosion and sedimentation control regulations are complied with.
 - (4) Structural repairs or replacements to existing structures.

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- (5) Construction or reconstruction of barns, silos, livestock pens, sheds, and other agriculturally related structures [for private use](#).
- (6) Selective clearing of vegetation performed in conjunction with subdivision development, and in compliance with the permitting and platting requirements of the subdivision ordinance of the city.
- (7) Any site fully developed prior to the effective date of this article.
- (8) Any site for which a permit was issued under a previous version of this article.
- (9) ~~Construction of a new public primary or secondary educational facility, or expansion thereof, located within the city's municipal boundaries (city limits and ETJ). This exemption shall apply only if the Dripping Springs Independent School District or open enrollment charter school submits plans and specifications to the city for a courtesy review. DSISD, other school districts, and open enrollment charter schools are hereby requested to voluntarily comply with all site development rules and regulations promulgated by the city, to the extent reasonably possible. For purposes of city records, DSISD, other school districts, and open enrollment charter school shall submit a letter notifying the city that they are proceeding with any such improvements described in the submitted plans.~~
- (10) Above-ground utility installations that are not located within critical water quality zones, buffer zones or the Edwards Aquifer recharge zone.
- (11) Single-family detached residential developments, unless the proposed subdivision will include a private amenity or facility comprised of one or more buildings, such as a private recreation or swimming facility or clubhouse or a golf course. Also, this exemption shall not apply if the proposed subdivision will have private (not public) streets. In these instances, site plan submission and approval is required for the private amenity or facility, the golf course clubhouse/hospitality area, and the gated entrances.
- (12) ~~Construction projects by other political subdivisions, unless otherwise addressed above, including the State, county, and federal agencies are exempt from the site development ordinance. For city record purposes, such political subdivisions are required to submit engineering/construction plans to the city for a courtesy review.~~

Sec. 28.04.009. Site plan submission; notices.

- (a) Required submissions. Plan submission shall be comprised of the items set forth below:
 - (1) An application form, in the format provided by the city, with notarized signatures of the owner.
 - (2) Filing fee.
 - (3) Verification that all taxes and assessments on the subject property have been paid.
 - (4) Digital copies of the application and site plan set shall be submitted in PDF format and be provided to the city via email, on a USB stick, on a CD or another method acceptable to staff.
 - (5) The plans shall include general layout for the required improvements, including water, wastewater, grading and storm drainage, streets, water quality, alleys, fire lanes and hydrants.
 - (6) One-half-sized copy to scale (11 inches by 17 inches) of the site plan or as requested by the city engineer.
 - (7) Landscaping and irrigation plans, the quantity of which shall be determined by the [city administrator/planning director](#), and requests for any variances from the city's landscaping ordinance as applicable. For site development permit applications within the city limits, landscaping plans shall be submitted with the site development plan application. For site development permit applications in the ETJ voluntarily complying with the city's landscaping ordinance, the applicant shall submit landscaping plans with the site development plan application.

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- (8) Any additional information/materials, such as plans, maps, exhibits, legal description of property, zoning information (if in city limits), planned development district ordinance (if applicable), development agreement (if applicable) and information about proposed uses, as deemed necessary by the ~~city administrator~~[planning director](#), in order to ensure that the written request is understood.
- (9) Lighting (illumination) plan and requests for any variances from the city's lighting ordinance as applicable. For site development permit applications in the ETJ complying voluntarily with the city's outdoor lighting ordinance, lighting plans shall be submitted with the site development plan application. If any site development permit applications for projects in the ETJ are seeking any variances to the site development ordinance, compliance with the city's outdoor lighting ordinance may be mandatory and lighting plans shall be submitted with site development permit application if required by the city.
- (10) A statement listing the utilities that will service the project and letters of service availability from all utility providers, including the city if applicable. [Additional information related to third party utility providers may be required.](#)
- (11) Record of approved variances needed for the development.
- (12) Any approved permits that are applicable to the site development application (i.e. driveway permit, TCEQ permit, utility provider permit, etc.).
- (13) A written narrative describing the project and how all portions of the site development application meet all requirements of this code.
- (b) Incomplete submissions. All required items and information must be received by the ~~city administrator~~[planning director](#) in order for a site plan submission to be considered an application that can be filed. Incomplete submissions will not be reviewed or filed until all deficient items or information has been received.
- (c) Waivers. Upon request by the applicant, the ~~city administrator~~[planning director](#) may waive requirements for certain information or tests if submittal of such information or test results is not necessary for the city's determination that the issuance of the site development permit for the intended purpose of the applicant would meet the standards and objectives of this article. Prior to making this determination the ~~city administrator~~[planning director](#) may consult with the city engineer.
- (d) Official filing date.
- (1) For the purpose of these regulations, the "official filing date" shall be the date upon which a submission for approval for a site plan, that contains all required elements mandated by city ordinance, is deemed complete by the city administrator. To be considered complete, the application must contain all elements and information required by this article, including all related fees. ~~It is only after the official filing date that any statutory period required for approval or disapproval of the plat shall commence to run.~~ No application shall be deemed officially filed until the ~~city administrator~~[planning director or director's designee](#) determines that the submission is complete and a certificate of completeness is issued by the ~~city administrator~~[planning director or director's designee](#). ~~Failure by the city administrator to make a determination of incompleteness within ten calendar days following the date on which the submission was first received by the city, shall result in the submission being deemed complete, the submission becoming an application, and the "official filing date" shall become the 16th calendar day following initial receipt of the application by the city.~~
- (2) Submission timing. A submission for completeness review of any plan shall only be accepted on Wednesdays from 9:00 a.m. to 12:00 p.m. If a submission occurs on a different day or time then it shall be considered submitted for purposes of this section on the next Wednesday on which the city is open.

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- (3) Site plan submissions that do not include all required information and materials designated under this article will be considered incomplete. Such incomplete plans shall not be accepted for official filing by the city, and shall not be scheduled for any action by the city until the proper information is provided to city staff.
- (e) Notice of submittal. Notification shall be provided in accordance with this subsection. Notice must be distributed no less than 15 days after an application has been filed with the city as described above. This notice shall be distributed as follows:
- ~~(1) Erection of weather resistant signs on the property under application for the purposes of advertising said permit.~~
- ~~(A) The signs shall be provided by the city.~~
- ~~(B) Signs placed on the property involved must be within ten feet of any property line paralleling any established or proposed street, and must be visible from that street.~~
- ~~(C) All required signs shall remain on the property until final disposition of the permit request is determined.~~
- (2) Notice of application shall be placed on the city website.
- (f) Notice to P&Z and city council. Notice of all filed site development permit applications shall be provided in writing by the city to all members of the city council and P&Z ~~and on the city website.~~
- (g) Additional information. The city's staff may require information and data other than that set out in this section for specific site plans. This information and data may include but is not limited to geologic information, water yields, flood data and hydrological studies ([Tex. Loc. Gov't Code Ch. 552](#); [Tex. Water Code Ch. 26](#)), environmental information, traffic impact analysis ([Tex. Transp. Code Ch. 311](#));, road capacities ([Tex. Transp. Code Ch. 311](#));, market information, historic structure(s) and/or land ([Tex. Loc. Gov't Ch. 211](#)), economic data for the proposed development, hours of operation, elevations and perspective drawings, lighting, and similar information. Approval of a site plan may establish conditions for construction based upon such information.

Sec. 28.04.010. Evaluation standards.

- (a) The following criteria have been set forth as a guide for evaluating the adequacy of proposed development within the city or extraterritorial jurisdiction (ETJ), and to ensure that all developments are, to the best extent possible, constructed according to the city's codes and ordinances as applicable.
- (b) The ~~city administrator~~planning director shall review the concept plan or site plan for compliance with all applicable city ordinances and with the comprehensive plan; for harmony with surrounding uses and with long-range plans for the future development of the city; for the promotion of the health, safety, order, efficiency, and economy of the city; and for the maintenance of property values and the general welfare.
- ~~(c)~~ Site plan review and evaluation by the ~~city administrator~~planning director for projects located in the city limits shall be performed with respect to the following:
- (1) The plan's compliance with all provisions of the zoning ordinance, planned development district ordinance, and development agreement when applicable, and other ordinances of the city.
 - (2) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
 - (3) The relationship of the development to adjacent uses in terms of harmonious design, setbacks, maintenance of property values, and any possible negative impacts.
 - (4) The provision of a safe and efficient vehicular and pedestrian circulation system.

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- (5) The design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.
 - (6) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.
 - (7) The coordination of streets so as to arrange a convenient system consistent with the transportation plan of the city.
 - (8) When applicable, the use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design. See section 28.04.009(a)(7) for applicability.
 - (9) When applicable, exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties. See section 28.04.009(a)(9) for applicability.
 - (10) The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
 - (11) Protection and conservation of soils from erosion by wind or water or from excavation or grading.
 - (12) Protection and conservation of watercourses and areas subject to flooding.
 - (13) The adequacy of water, drainage, sewer facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
 - (14) Consistency with the comprehensive plan.
- (d) Site plan review and evaluation by the [city administrator/planning director](#) for projects located in the extraterritorial jurisdiction shall be performed with respect to the following:
- (1) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
 - (2) When applicable through voluntary agreement, exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.
 - (3) Protection and conservation of soils from erosion by wind or water or from excavation or grading as it relates to water quality.
 - (4) Protection and conservation of watercourses and areas subject to flooding.
 - (5) When applicable through voluntary agreement or due to services requested of the city, the adequacy of water, drainage, sewer facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
 - (6) Any items agreed to by voluntary agreement with the property owner through a development or other ~~fac~~

[agreement.](#)

Sec. 28.04.011. Approval process; modifications.

- (a) Pre-application conference. Prior to formal application for approval of any site plan, the applicant(s) shall request and attend a pre-application conference with the [city administrator/planning director](#), the city engineer, and any other pertinent city official(s) in order to become familiar with the city's development regulations and the development process. At the pre-application conference, the developer may be

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represented by its land planner, engineer, and surveyor. The applicant shall inform the city if the developer plans to be represented by its legal counsel at any meeting at least five business days prior to the meeting.

- (b) After a pre-application conference. After a pre-application conference, the city shall issue an application authorization form of the pre-application conference that is valid for a period of 90 days. If a submission is not deemed a complete application within that time period, an additional pre-application conference will be required unless waived by the ~~city administrator~~planning director.
- (c) City staff review. Upon official filing of an administratively complete application for site plan approval, the city shall commence technical review of the development proposal by forwarding a copy of the application to site development review committee members, such as the city administrator, city engineer, ~~city planner~~planning director, building official, and any other pertinent city official(s). Development review committee members shall review the application and shall ascertain its compliance with these and other applicable city regulations. Following city staff review of the plan and supporting documents, and following discussions with the applicant on any revisions deemed advisable and the kind and extent of improvements to be installed, the ~~city administrator~~planning director shall take action on the administratively complete application ~~within 30 days of filing~~.
- (d) Action by ~~city administrator~~planning director.
- (1) The ~~city administrator~~planning director may:
 - (A) Deem the site plan approved;
 - (B) Deem the site plan approved with conditions;
 - (C) Deem the site plan denied.
 - (2) Any site plan that includes property that is within the historic district shall also be reviewed for compliance with any applicable historical regulations. Plans that include variance requests, or CUPs will not be filed until a written approval of any variance or CUP is received by the applicant and submitted to the city.
 - (3) The city engineer or planning director may waive a submittal requirement that the city engineer or planning director determines is not essential to demonstrate compliance with this code. A record of submittal requirements that are waived under this subsection shall be maintained.
 - (4) All plan applications that were disapproved by the ~~city administrator~~planning director or the site development review committee, shall be provided to the applicant with a written statement of the reasons for disapproval that clearly articulated the reason for disapproval including citation to the law, including a statute or city ordinance, that is the basis for the disapproval.
 - (5) If the applicant amends its filed plan application in response to the city's initial disapproval, the applicant may file its amended application at the city on a date or day on which the city is accepting amended filings. The city will then ~~have up to 15 days to~~ approve or disapprove the amended application. The ~~city administrator~~planning director may either: (A) approve plan if the response adequately addresses each reason for the disapproval; or (B) disapprove plan if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a statute or city ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, including a statute or city ordinance, that is the basis for the disapproval. A plan that is disapproved after the city has reviewed the response in the form of an amended application may be resubmitted to be processed ~~under the 15 day timeline delineated in this section~~.
- (e) Revisions to approved plan. Revisions to an approved site plan shall be processed in accordance with the above. Any revisions shall be treated as a new site plan application or site development permit and be reviewed as described above. The only difference between revisions to a site development permit or an

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approved site plan and a new site plan application shall be the fee if the revisions are determined to be minor deviations or design modifications as listed below. If any work is done in nonconformance with an approved site plan or site development permit, the new site plan fee shall apply to any application for revision.

- (f) Revisions to site development permit. The ~~city administrator~~ planning director may waive the new site development fee in lieu of the amended site development fee when modifications to the approved site plan are minor deviations or design modifications as determined by the city administrator in consultation with the city engineer and ~~city planner~~ planning director as appropriate. The ~~city administrator~~ planning director shall make this determination based on the:
- (1) The impact of the revisions on neighboring properties, the public, or persons who will occupy or use the proposed development;
 - (2) Extent of the revisions on the approved site plan;
 - (3) The probable length of review needed by the city engineer and city staff; and
 - (4) Any other factors directly related to the regulations applicable to the project. Any changes approved by the ~~city administrator~~ planning director shall be in writing as an amended site plan as described above.

Sec. 28.04.012. Plan duration.

- (a) Generally. The approval of a site plan shall be effective for two years. If construction has not commenced within the effective period, then the approved plan shall be deemed to have expired and shall become null and void.
- (b) "Year" defined. A year shall mean a period of 365 calendar days. A year ceases on 12:01 a.m. on the 365th day following city approval of the plan.
- (c) Extensions.
- (1) Authorized. Prior to the lapse of approval for a plan, the applicant may petition the ~~city administrator~~ planning director, in writing, to extend the plan approval. Such petition shall be considered by the ~~city administrator~~ planning director for administrative approval. One extension of one year in length may be granted, unless otherwise specified by ordinance or agreement. If no petition for extension of plan approval is submitted, then the plan shall be deemed to have expired and shall become null and void. A request for extension will only be considered if filed by the city prior to the expiration of the plan.
 - (2) Determination. In determining whether to grant a request for extension, the ~~city administrator~~ planning director shall take into account the reasons for the lapse, the ability of the property owner to comply with any conditions attached to the original approval, and the extent to which development regulations would apply to the plan at that point in time. The ~~city administrator~~ planning director shall either extend the site plan or deny the request, in which instance the originally approved plan shall be deemed null and void. The property owner must thereafter submit a new plan application for approval, and shall conform to the regulations then in effect.

Sec. 28.04.013. Site plan requirements—City limits.

- (a) Applicability and purpose. Submission of a site plan and city approval of a site development permit is required as stated above. The purpose of the site plan approval is to ensure that a development project is in compliance with all applicable city ordinances and guidelines prior to commencement of construction. Approval of the site plan, landscape plan (if applicable), and engineering plans is required prior to site construction and release of any building permits.

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- (b) Area in site plan. When the overall development project is to be developed in phases, the site plan area shall include only the portion of the overall property that is to be developed or constructed. Any application for a phased site plan shall include an overall plan for the entire property, and each phase shall be required to site plan individually as they develop. The overall plan shall show how the site will work, including driveways, internal streets and fire lanes, including traffic circulation, utility locations, etc.
- (c) Submission requirements. Submission of an application for a site development permit approval shall be done in accordance with this article. The site plan shall be prepared at a scale no smaller than one inch equals 100 feet and on sheets 22 inches by 34 inches, and it shall clearly show in detail how the site will be constructed such as paving, buildings, landscaped areas, and utilities. The site plan shall include but not be limited to the following:
- (1) A title block within the lower right-hand corner of the site plan with the proposed name of the project or subdivision, the name and address of the owner and the land planner, engineer, architect or surveyor responsible for the plan, the scale of the drawing, both written and graphic scale, the date the drawing was prepared, total site acreage, and the location of the property according to the abstract and survey records of the county;
 - (2) A vicinity or location map that shows the location of the proposed development within the city and in relationship to existing roadways;
 - (3) The most current property plat or boundary survey limits of the tract and each proposed lot or unit, and scale distances with north clearly indicated;
 - (4) The names of adjacent additions or subdivisions, or the name of the owners of record and recording information for adjacent parcels of unplatted land, including parcels on the other sides of roads and creeks;
 - (5) The existing zoning and existing and proposed uses on adjacent land; the location, width and names of all existing or platted streets or other public ways within or adjacent to the tract; driveway locations; any existing easements, with recording information; existing buildings; railroad rights-of-way; topography with contours at two-foot intervals with existing drainage channels or creeks, including the 100-year floodplain, if applicable; any other important natural features such as rock outcroppings, caves and wildlife habitats; and all substantial natural vegetation;
 - (6) Proposed strategies for tree preservation, showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction [in compliance with the landscaping ordinance](#);
 - (7) The layout and width, including right-of-way lines and curblines, of existing and proposed thoroughfares, collector streets and intersections, and specific configuration of proposed streets, lots and blocks, proposed driveways, showing driveway widths and distances between driveways, and proposed median openings and left turn lanes on future divided roadways. Existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings;
 - (8) Specific locations and footprints of buildings, including but not limited to proposed nonresidential and residential densities; building heights; square footages, which for multi-tenant or multi-purpose buildings must show square footage for each intended use; massing, orientation, loading and service areas, including proposed screening, recycling containers, compactors and dumpster enclosures, including proposed screening, pedestrian walkways, and parking areas including parking ratio calculations; any proposed sites for parks, schools, public facilities, public or private open space; floodplains and drainageways; all proposed and existing utilities and easements; drainage structures; retention/detention ponds with proposed aesthetic treatments; screening walls; fences; signage, if

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applicable; fire lanes and fire hydrants; lighting, if applicable; visibility easements; and other pertinent development-related features;

- (9) ~~If required by staff, a~~ landscape plan showing turf areas, tree types and sizes, screening walls, ornamental plantings, planting schedule, including species, planted height, spacing, container and caliper size, numbers of each plant material, any existing wooded areas, trees to be planted, and irrigation plans, ~~if required~~as required by the landscaping ordinance;
- (10) Complete erosion and sedimentation control plan as required by section 28.04.016.
- (11) Any provisions related to a development agreement or planned development district ordinance.
- (d) Conformance to requirements. Provision of the above items shall conform to the principles and standards of this article and the comprehensive plan. To ensure the submission of adequate information, the city is hereby empowered to maintain and distribute a separate list of specific requirements for site plan review applications. Upon periodic review, the ~~city administrator~~planning director shall have the authority to update such requirements for site plan and development review application forms. It is the applicant's responsibility to be familiar with, and to comply with, these requirements.
- (e) Effect of review. Approval of the site plan shall result in the issuance of a site development permit. The permit shall be considered authorization to proceed with construction of the site provided all other required city approvals are obtained, such as engineering plans, landscape plan, building facade plans, and building permits.
- (f) Validity. The approved site plan shall be valid for a period of two years from the date of approval.

Sec. 28.04.014. Site plan requirements—ETJ.

- (a) Applicability and purpose. Submission of a site plan and city approval of a site development permit for a project located in the ETJ is required as stated above. The purpose of the site plan approval is to ensure that a development project is in compliance with all applicable city ordinances and guidelines prior to commencement of construction. Approval of the site plan and engineering plans is required prior to site construction. Landscape and lighting plans shall be submitted if applicable through voluntary agreement to comply by the property owner.
- (b) Area in site plan. When the overall development project is to be developed in phases, the site plan area shall include only the portion of the overall property that is to be developed or constructed. Any application for a phase site plan shall include an overall plan for the entire property.
- (c) Submission requirements. Submission of an application for a site development permit approval shall be done in accordance with this article. The site plan shall be prepared at a scale no smaller than one inch equals 100 feet and on sheets 22 inches by 34 inches, and it shall clearly show in detail how the site will be constructed such as paving, buildings, landscaped areas, and utilities. The site plan shall include but not be limited to the following:
 - (1) A title block within the lower right-hand corner of the site plan with the proposed name of the project or subdivision, the name and address of the owner and the land planner, engineer, architect or surveyor responsible for the plan, the scale of the drawing, both written and graphic scale, the date the drawing was prepared, total site acreage, and the location of the property according to the abstract and survey records of the county;
 - (2) A vicinity or location map that shows the location of the proposed development within the ETJ and in relationship to existing roadways;
 - (3) The most current plat or boundary survey limits of the tract and each proposed lot, and scale distances with north clearly indicated;

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- (4) The names of adjacent additions or subdivisions, or the name of the owners of record and recording information for adjacent parcels of unplatted land, including parcels on the other sides of roads and creeks;
 - (5) The location, width and names of all existing or platted streets or other public ways within or adjacent to the tract; any existing easements, with recording information; existing buildings; railroad rights-of-way; topography with contours at two-foot intervals with existing drainage channels or creeks, including the 100-year floodplain, if applicable; any other important natural features such as rock outcroppings, caves and wildlife habitats; and all substantial natural vegetation;
 - (6) The layout and width, including right-of-way lines and curblines, of existing and proposed thoroughfares, collector streets and intersections, and specific configuration of proposed streets, lots and blocks, proposed driveways, showing driveway widths and distances between driveways, and proposed median openings and left turn lanes on future divided roadways. Existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings;
 - (7) Specific locations and footprints of buildings, including but not limited to proposed nonresidential and residential densities; square footages, orientation, loading and service areas, including pedestrian walkways, and parking areas; floodplains and drainageways; all proposed and existing utilities and easements; drainage structures; retention/detention ponds with proposed aesthetic treatments; fences; signage, if applicable; fire lanes and fire hydrants; lighting, if applicable; visibility easements; and other pertinent development-related features.
 - (8) Complete erosion and sedimentation control plan as required by section 28.04.016.
- (d) Conformance to requirements. Provision of the above items shall conform to the principles and standards of this article. To ensure the submission of adequate information, the city is hereby empowered to maintain and distribute a separate list of specific requirements for site plan review applications. Upon periodic review, the ~~city administrator~~ [planning director](#) shall have the authority to update such requirements for site plan and development review application forms. It is the applicant's responsibility to be familiar with, and to comply with, these requirements.
 - (e) Effect of review. Approval of the site plan shall result in the issuance of a site development permit. The permit shall be considered authorization to proceed with construction of the site provided all other required city approvals are obtained, such as engineering plans, landscape plan, building facade plans, and building permits.
 - (f) Validity. The approved site plan shall be valid for a period of two years from the date of approval.

Sec. 28.04.015. Variances.

- (a) Presumption. There shall be a presumption against variances. However, if the applicant requests a variance in writing, the site development review committee may authorize a variance from these regulations when, in its opinion, undue hardship will result from requiring strict compliance. For any variance to apply to a site plan, the variance must be approved prior to submitting for a site plan.
- (b) Identification. All variances requested for a project must be identified during the site plan approval process. Any requested variance shall be submitted for approval and complete the approval process prior to submission for site plan approval.
- (c) Conditions. In granting a variance, the site development review committee shall prescribe upon the applicant only conditions that it deems necessary to or desirable in the public interest.

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- (d) General criteria. In making the findings required below, the site development review committee shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, when applicable, the number of persons who will reside or work in the proposed development, and the probable effect of such variance upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.
- (e) Required findings. No variance shall be granted unless the site development review committee finds that all of the following provisions are met, and the burden shall be on the developer to show that the following provisions are met:
- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this article would deprive the applicant of the reasonable use of this land;
 - (2) That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
 - (3) That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and
 - (4) That the granting of the variance will not have the effect of preventing the orderly development of other land in the area in accordance with the provisions of this article.
- (f) Pecuniary hardship. Pecuniary hardship to the applicant, property owner or developer, standing alone, shall not be deemed sufficient to constitute undue hardship.
- (g) Restrictions. When the site development review committee determines that a variance is warranted, the variance permitted shall be the minimum departure from the terms of this article necessary to avoid such deprivation of privileges enjoyed by such other property to facilitate a reasonable use, and which will not create significant probabilities of harmful environmental consequences.
- (h) Adequate basis for variance. It shall be an adequate basis for granting a variance that doing so will enable the applicant to create additional open space, reduce impervious cover, preserve trees, maintain critical environmental features, ensure more wildlife preservation, or bring nonconforming structures (including signs) into compliance with current regulations. This section is designed to achieve a more favorable outcome for the general public than would be possible complying with the strict mandates of this article.
- (i) Variances for projects in ETJ. Should an applicant apply for any variances for site development applications for projects located in the ETJ, compliance with the city's outdoor lighting ordinance may be a condition of an approved variance.
- (j) Recommendation by site development review committee. The site development review committee shall take action on a proposed variance. At the recommendation of the site development review committee, variances may be referred to the planning and zoning commission for their consideration and recommendation. Recommendations of the planning and zoning commission on each item shall be made and provided to the city council for final approval.
- (k) Appeals. The applicant may appeal the site development review committee's decision to the planning and zoning commission. The planning and zoning commission shall hold a public hearing for consideration of the appeal ~~after completion of public notice procedures described in this article.~~
- (l) Record. Such findings of the site development review committee shall be kept on file at city hall in accordance with the city's record retention policies. Shall a decision be appealed to the P&Z, the finding shall be incorporated into the official minutes of the P&Z meeting at which the variance is considered. Variances may be granted only when in harmony with the general purpose and intent of this article so that the public health, safety, and welfare may be secured and substantial justice is done.

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Sec. 28.04.016. Erosion control.

- (a) The purposes of controlling erosion and sedimentation during the construction stages in a site development are to minimize nuisances on adjacent properties, avoid siltation and water quality degradation of streams, and preserve the natural and traditional character of watercourses running through the area.
- (b) The developer shall submit as a part of the final site development plans a complete erosion and sedimentation control plan specifying the type, physical details, installation procedures, and location of controls to be used, the timing in relation to each stage of the construction sequence, maintenance of controls, and plans and techniques to be used for revegetation and slope stabilization, as specified in this article.
- (c) The accepted guides for preparing control plans are the City of Austin Erosion and Sedimentation Control Manual, and TCEQ TPDES TXR150000. Other generally accepted or innovative and effective engineering procedures may be used in conjunction with, or instead of, those prescribed in this section if approved by the city engineer.

Sec. 28.04.017. Clearing and rough-cutting.

- (a) Prohibition. No right-of-way clearing or rough-cutting shall be permitted prior to the issuance of a site development permit by the city. Limited clearing for soil testing and surveying shall be allowed.
- (b) Inclusion in plan. Clearing for the temporary storage of spoil or construction equipment, or for permanent disposal of fill material or spoils, shall be so designated on the submitted site plan. The developer must provide erosion and sedimentation controls and the continuing maintenance thereof acceptable to the city engineer.
- (c) Initial brush removal.
 - (1) Applicants may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Applicants may exercise this option only by utilizing rubber-tired equipment for brush removal.
 - (2) Prior to site plan approval, owners may neither remove any tree (other than cedar trees smaller than eight (8) inches DBH) with a trunk having a diameter greater than six inches measured four and one-half feet above the base (ground elevation) of the tree, nor materially alter the existing drainage patterns, prior to receiving city approval for site plans. Owners shall ensure that as much area as possible is left undisturbed for as long as reasonably possible.
 - (3) Agricultural and farming operations on land subject to the Ag exemption for tax purposes are exempt from the restrictions of this section.
- (d) Time period before final surfacing. The length of time between rough-cutting and final surfacing shall not exceed 12 months.
- (e) Vegetation in water quality buffer zone. Vegetation within the water quality buffer zone shall not be disturbed except for purposes consistent with development activity permitted by this article.

Sec. 28.04.018. Cuts and fills.

- (a) No fill shall exceed a maximum of six feet of depth, except as approved by the city engineer, in the areas designated as permanent on-site spoils disposal sites; provided, however, that fill placed under foundations

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with sides perpendicular to the ground, or with pier and beam construction, need not comply with this requirement.

- (b) No cut on any site shall be greater than six feet, unless approved by the site development review committee, except for structural excavation.
- (c) All new drainage channels on the site shall be designed to minimize potential erosion. All constructed and altered drainage channels shall be stabilized and vegetated immediately after final grading. All new drainage channels shall be constructed in accordance with approved site plan.

Sec. 28.04.019. Sidewalks.

- (a) Purpose and development review committee.
 - (1) Pedestrian concrete walkways (sidewalks) shall be required for all residential and nonresidential developments within the city limits and ETJ. Sidewalk width and location shall be in accordance with the transportation master plan (TMP).
 - (2) When not defined by the TMP the following shall apply:
 - (A) For commercial site developments: A minimum five-foot sidewalk shall be provided within adjacent street right-of-way (ROW) along the entire frontage of the property.
 - (B) For residential subdivisions: A minimum five-foot sidewalk shall be required within ROW on both sides of all streets within the development.
 - (3) Development review committee. A group consisting of the city administrator or designee, the city engineer, building official, [public works director](#), and the ~~city planner~~[planning director](#). Also known as the site development review committee.
 - (4) Sidewalk compliance is required prior to a Site Plan being approved whether sidewalks were approved and constructed at the time of platting or upon site plan application.
- (b) Requirements.
 - (1) Sidewalks shall be constructed in compliance with the Dripping Springs Technical Criteria Manual (DSTC).
 - (2) Sidewalk plan. A sidewalk plan shall be required on all construction plans and site development plans. Plans shall show the location of all proposed sidewalks and shall state at what stage of the project they will be constructed. If compliant sidewalks have already been constructed, the constructed sidewalks shall appear on all construction plans and site development plans.
 - (3) Sidewalk alignment. Sidewalk alignment shall comply with that set forth in the TMP with the following exceptions:
 - (A) A sidewalk shall be allowed to meander within the ROW or an easement upon approval by the site development review committee.
 - (B) Routing to clear poles, trees, or other obstacles shall be subject to approval by the site development review committee.
 - (C) When not defined by the TMP, sidewalks shall be constructed within the ROW, a minimum one foot away from the ROW line, and at least five feet away from the street curb.
 - (D) In certain instances, the development review committee may approve placement of sidewalks adjacent or closer than five feet to the curb or located on private property and in a public access easement, provided that such placement benefits the general public by allowing more space for pedestrian safety, drainage facilities, landscaping or tree preservation.

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- (E) Where no raised curb is installed, the sidewalk shall be at least ten feet from the edge of pavement (EOP) unless otherwise approved by the development review committee.
 - (4) Root barriers shall be required, as determined by the city engineer, in locations where trees are (or will be) in close proximity to the sidewalk.
 - (5) ADA requirement. All sidewalks shall be designed and constructed to meet the Texas Accessibility Standards administered by the Texas Department of Licensing and Regulation and the Americans with Disabilities Act, as amended. Barrier-free ramps shall be constructed at all street intersections and at any other locations deemed appropriate by the city due to anticipated pedestrian travel patterns.
 - (6) Finish. All sidewalks shall have a light broom-swept finish to provide a non-slip surface.
- (c) City acceptance and certificate of occupancy .
- (1) Sidewalks along streets or in public sidewalk easements are considered part of the overall development's required public improvements and shall be installed prior to acceptance of the public improvements by the city and prior to final plat approval, unless fiscal surety is provided.
 - (a) Exception: To prevent damage to newly constructed sidewalks. Construction of sidewalks fronting residential or commercial lots may occur after city acceptance of public infrastructure and final plat approval if fiscal surety is provided.
 - (b) Exception: For site developments with no public improvements other than sidewalks, sidewalks shall be installed prior to the city's final inspection of the development.
 - (2) Certificate of occupancy will not be issued for any lot or unit within the development until the required sidewalks are in place.
- (d) Fee in lieu of construction .
- (1) Fee-in-lieu of construction of sidewalks may be accepted when approved by the development review committee.
 - (2) The development review committee shall consider the following criteria when evaluating a request for fee-in-lieu of construction for sidewalks:
 - (A) Proximity to the nearest existing sidewalk.
 - (B) Proximity to public facilities, such as public or private schools, libraries, and other government buildings;
 - (C) Whether any public sidewalk improvements are planned or contemplated in the area; and
 - (D) Any other information deemed appropriate by the Development Review Committee.
 - (3) Fee-in-Lieu payments shall be placed in the City of Dripping Springs Sidewalk Fund. Payments will be calculated based on the square feet of sidewalk construction waived as set out in the fee schedule. Funds shall be used for the sole purpose of sidewalk improvements and pedestrian amenities in public right-of-way, parks, and sidewalk easements within the city. The fee in lieu of sidewalks shall be paid in full to the city prior to approval of the construction plans or site development plans.

Sec. 28.04.020. Post-construction restoration plan.

The plan and report must describe the developer's proposed measures for post-construction restoration, including restoring cuts and fills, spoil disposal and equipment storage sites and other land disturbances.

Sec. 28.04.021. Inspections.

- (a) Consent. Any person or successor and assigns who has filed a site development plan for approval pursuant to this article agrees to allow entry on the tract or premises which are the subject of such applications for the purpose of inspection of conditions during the approval stage and during development and construction by duly authorized inspectors of the city.
- (b) Costs. Inspections mandated under this section shall be at the applicant's expense, or at the expense of the owner, at the time the inspection is performed, in accordance with the fee schedule adopted by the city council.
- (c) Construction phase. The city shall cause such inspection to be made of the land or premises during development and construction so as to assure full compliance with all terms, conditions, requirements, and agreements to which the person obtaining approval of a site development plan under this article is bound.
- (d) Notices. The applicant shall designate one person or legal entity, with a current address, to which any notice of noncompliance shall be given pursuant to this section.

Sec. 28.04.022. Construction performance.

- (a) Review by city engineer.
 - (1) All plans and actual construction of improvements required under this article shall be reviewed by the city engineer or a designated city representative.
 - (2) No plans or completed construction will be considered for approval or acceptance by the city without certification from the applicant, including an engineer's concurrence letter from the engineer of record, that such plans and calculations and such construction are complete, and that they are in accordance with specifications and standards contained or referenced herein, and/or with plans previously approved for the subject site development permit.
 - (3) The city engineer or a designated city representative may make field inspections during the construction period. If requested by the city engineer, the design engineer of record shall provide all records of materials testing in accordance with standard civil engineering practice.
 - (4) If the city engineer rejects such construction, the city attorney shall, on direction of the council, proceed to enforce the guarantees provided in this article.
 - (5) If requested by the city engineer, the design engineer of record shall submit written progress reports during construction periods.
 - (6) The final responsibility for adequacy and acceptability of all construction shall rest with the developer and his design engineer of record.
- (b) Right of entry.
 - (1) Whenever necessary for the purpose of investigating or enforcing the provisions of this article, or whenever any enforcement officer has reasonable cause to believe that there exists in any structure or upon any premises any condition which constitutes a violation of this article, the officer may enter such structure or premises at all reasonable times to inspect the same, or to perform any duty imposed upon any said officer by law.
 - (2) Any permit holder shall agree to allow entry on the land or premises which are the subject of the permit for the purpose of inspection by city officials.

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Sec. 28.04.023. Required signature blocks.

(a) Projects located in the city limits shall include the following language on the cover sheet:

Reviewed by:

City of Dripping Springs City Administrator Planning director	Date	
City Engineer	Date	
Emergency Services District #6	Date	
Wastewater Provider	Date	
Water Provider	Date	
West Travis County Public Utility Agency (if applicable)	Date	

(b) Projects located in the ETJ shall include the following language on the cover sheet:

Reviewed by:

City of Dripping Springs City Administrator Planning director	Date	
City Engineer	Date	
Hays County Fire Marshal (if applicable)	Date	
Wastewater Provider	Date	
Water Provider	Date	
West Travis County Public Utility Agency (if applicable)	Date	

Sec. 28.04.024. Approval process of pool encroachment waiver.

(a) City staff review. Upon official submission of a complete application that requests a pool encroachment waiver, the city shall commence review of the request by forwarding a copy of the application to the city building official and city engineer. The city building official and city engineer shall review the application and shall ascertain its compliance with these regulations. Following city staff review of the plan and supporting documents, and following discussions with the applicant on any revisions deemed advisable and the kind and extent of the pool improvements to be installed, the applicant shall resubmit additional copies of the corrected plan to the city building official within 60 calendar days following the date on which the applicant received official notification of the completion of the review by the city building official and city engineer.

(b) Action by city building official.

(1) The city building official may:

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- (A) Deem the pool encroachment approved;
 - (B) Deem the pool encroachment denied; or
 - (C) Make an initial determination and refer the matter to the P&Z and council.
- (2) If the city building official approves the pool encroachment waiver, no approval by the P&Z or city council is required. Pool encroachment waiver requests must meet the requirements of chapter 28, exhibit A, section 1.6 and this section in order to be reviewed and approved by the city building official.
 - (3) The city building official may approve applications for the installation of pools within setback area on a property so long as the pool does not encroach within five feet of a neighboring property. The city building official shall not administratively approve an encroachment by a pool pump or other pool equipment, other than the pool itself, into the setback. Any application for a pool encroachment requires notification as outlined in section 1.6.2 of exhibit A: chapter 28 of the subdivision ordinance. At the city building official's discretion a request for a pool encroachment waiver may be referred to the P&Z and council for approval or denial. In making the decision to refer a request for a pool encroachment waiver to the P&Z and council, the building official may consider the following factors:
 - (A) Amount of impervious cover proposed;
 - (B) Proximity to nearby developed properties; and
 - (C) Anticipated impact of project or encroachment on neighbors.
- (c) Denial by the city building official. The city building official's denial of a pool encroachment may be reviewed by the P&Z and city council through the review process outlined herein. If the applicant desires to appeal the city building official's denial then the applicant shall submit the denial and application to the city administrator no later than seven calendar days prior to the P&Z meeting. Copies of the denied application resubmitted to the city less than seven days prior to the meeting date shall not be accepted or forwarded to the P&Z.
 - (d) Action by P&Z and city council.
 - (1) Without regard to the final action by the city building official, the P&Z shall review an application for a pool encroachment waiver upon receipt of written request from:
 - (A) The mayor;
 - (B) Two city councilmembers;
 - (C) The P&Z chairman; and/or
 - (D) Three P&Z members.
 - (2) All applications reviewed by the P&Z under this subsection shall then be referred to the city council for approval or denial.
 - (3) The city council shall consider an application for a pool encroachment when required by this section or chapter 28, exhibit A, subdivision ordinance, section 1.6.
 - (4) Once the appeal is received, the city building official shall schedule consideration of the pool encroachment waiver on the regular agenda of the P&Z, within 30 days after the submission is received, or, in the case of an incomplete submission, after the submission is deemed complete. The P&Z shall review the appeal and shall recommend approval, approval subject to certain conditions, or disapproval of the pool encroachment. If the P&Z recommends approval, with or without conditions, of the plan, then it will be forwarded to the city council for consideration. If the P&Z recommends disapproval of a plan application, the P&Z shall state such disapproval and the reasons therefor.

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- (5) The applicant or property owner may appeal such decision of the P&Z to the city council by filing a written notice of appeal in the office of the city administrator no later than ten calendar days after the date upon which the P&Z denied the application. The notice of appeal shall set forth in clear and concise fashion the basis for the appeal. The city council shall consider the appeal at a public meeting no later than 30 calendar days after the date upon which the notice of appeal was filed. The city council may override the decision of the P&Z by vote of the majority of the councilmembers present. The city council may also, where appropriate, remand the plan application back to the P&Z for reconsideration if it believes that there is a compelling reason to do so, such as the introduction of significant new facts or testimony. The city council shall determine final approval or disapproval of all plan appeals.

Sec. 28.04.025. License to encroach.

- (a) Purpose. The purpose of a license to encroach is to determine the potential impacts of proposed improvements, structures, facilities, and encroachments into a public street, roadway, sidewalk, right-of-way, or easement in order to maintain their safety, mobility, and operational functionality.
- (b) Applicability. A license to encroach, in the procedures provided for in this section, is required for the following:
- (1) Encroachments of new improvements including air conditioning pads, fences, roof overhangs, sheds, and other small improvements that do not include dwellings or other buildings into a public street, roadway, sidewalk, or right-of-way within the city limits and easements located within the city limits or the extra-territorial jurisdiction.
 - (2) If a property owner applies for a change to a property on which an encroachment currently exists where no license has been issued, and the change would increase the encroachment or create a new encroachment, an application for a license to encroach shall be submitted and the change only granted if a license to encroach is granted.
- (c) Those improvements, as defined above, that encroach into a public street, roadway, or sidewalk shall obtain approval from the city council, in addition to this license, other than applications for driveways and utility cut permits which shall continue to be processed as detailed in chapter 28 of the Code of Ordinances.
- (d) Review of a license to encroach shall be done by the development review committee. The decision of the development review committee shall be final.
- (e) Criteria for approval. No license to encroach will be denied unless it is determined by the development review committee that the proposed location or type of improvement will negatively impact the function of the public street, roadway, sidewalk, right-of-way, or easement or have an adverse effect upon the health, safety, or welfare of the general public or an easement holder denies encroachment. In making this determination, the following will be evaluated:
- (1) The proposed encroachment into a public street, roadway, sidewalk, right-of-way, or easement by any person shall not interfere with the lawful use thereof.
 - (2) Any proposed construction within a public street, roadway, sidewalk, right-of-way, or easement shall be in accordance with this code, the city's adopted construction standards, and any other applicable ordinances and regulations.
 - (3) At any time during the construction of any structure within a public street, roadway, sidewalk right-of-way, or easement:

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- (A) The applicable public street, roadway, or sidewalk shall be kept open for vehicular and pedestrian traffic in a reasonable manner and sidewalks shall not be obstructed as to prevent the use thereof by pedestrians;
 - (B) Dirt and other material removed from the construction of any structure within a public street, roadway, sidewalk, right-of-way or easement shall not be allowed to remain on the street or sidewalk and shall be removed immediately at the sole cost, risk, liability, and expense of the licensee;
 - (C) All excavations and obstructions of any kind that take place during the period of the licensee's construction shall be properly barricaded and well-illuminated during the night, subject to the approval of the building official.
- (f) Submission requirements.
- (1) Any request for a license to encroach shall be accompanied by an application approved by the city, any required signatures, and the fee as set by city council plus reimbursement of consultant fees, if any. The application shall be accompanied with a letter of consent or signature for the water, electric, and wastewater utility (if any) when an encroachment will extend or expand into an area used or which could be used in the future by the utility.
 - (2) The development review committee may determine further studies will be required. Such studies may include, but are not limited to, an engineering study, which may be required at the determination of the city engineer. Only the elements of an engineering study that are necessary to answer specific questions that arise during the review process will be required for submittal.
- (g) Responsibility for final action. The development review committee is responsible for final action on licenses to encroach into an easement. For those requests that encroach into a public street, roadway, sidewalk, or right-of-way, final approval shall be obtained from the city council, other than applications for driveways and utility cut permits which shall continue to be processed as detailed in chapter 28 of the Code of Ordinances.
- (h) Expiration. The city shall provide written notice at least 90 days in advance to the licensee, its representatives, successors, or assigns, to take possession of and use all or any part of the licensed area in the event that such use be reasonably desired or needed by the city for street, sewer, transportation, or any other public or municipal use or purpose. During such time, it is the responsibility of the licensee, its representatives, successors or assigns to remove the encroachment(s). In such an event, the city shall have the right to cancel the revocable license as to that portion of the licensed area so designated and required by the city.

(Ord. No. 2020-55 , § 2, 11-10-2020)

EXHIBIT A. SUBDIVISION ORDINANCE

SECTION 1. GENERAL PROVISIONS

1.1. Popular name.

This chapter shall be cited as the "Subdivision Ordinance."

1.2. Plat required.

No subdivision plat shall be recorded until a final plat, accurately describing the property, has been approved in accordance with this chapter, and with other applicable city regulations. No certificate of acceptance for required public improvements shall be issued by the city for any parcel of land or plat until a final plat has been approved in accordance with this chapter; and either:

- (a) All improvements required by this chapter have been constructed and accepted by the city; or
- (b) Assurances for completion of improvements have been provided in accordance with this chapter.

1.3. Applicability.

1.3.1. The city council hereby extends the application of this chapter to the extraterritorial jurisdiction (ETJ) of the City of Dripping Springs, as that area may exist from time to time in accordance with chapter 42 of the Texas Local Government Code. This chapter shall be applicable to the filing of plats and the subdivision of land, as that term is defined herein and in chapter 212 of the Local Government Code, within the city limits of the city and its ETJ, as they may from time to time be adjusted by annexation, disannexation, ETJ expansion, or ETJ reduction. Adoption of this chapter shall in no way limit or curtail the remedies and rights provided to the City by Texas Local Government Code chapter 212 with regard to the control and approval of subdivisions and plats both within the city and within its ETJ.

1.3.2. The provisions of this chapter shall apply to the following forms of land subdivision and development activity within the city and its ETJ:

- (a) The creation of a one legal lot through platting or a division of a tract in two or more parts to lay out a subdivision of the tract, including an addition to a city, to lay out suburban, building, other lots or units, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this ordinance includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method; or
- (b) All subdivisions of land whether by metes and bounds division, condominium declaration or by plat, which were outside the jurisdiction of the city's subdivision regulations in Hays County, Texas and which subsequently came within the jurisdiction of the city's subdivision regulations through:
 - (1) Annexation; or
 - (2) Extension of the city's ETJ; or
- (c) The combining of two or more contiguous tracts, lots, sites or parcels for the purpose of creating one or more legal lots in order to achieve a more developable site, except as otherwise provided herein; or
- (d) For tracts where any public improvements are proposed; or
- (e) The development of a manufactured home subdivision or RV park.

1.4. Exemptions.

1.4.1. The provisions of this chapter shall not apply to:

- (a) Development of land legally platted and approved prior to the effective date of this chapter, and for which no resubdivision, or site development permit is required by city ordinance; or

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- (b) Sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision or alteration is occurring; or
- (c) Existing cemeteries complying with all state and local laws and regulations; or
- (d) A lot or lots created or changed by an acquisition by an entity with the power of eminent domain or dedication or by contract and conveyance in lieu of condemnation; or
- (e) When a building permit is requested for unplatted or already platted parcels for one or more of the following activities:
 - (1) Replacement or reconstruction of an existing primary single-family or duplex structure, but not to exceed the square footage, nor deviate from the original location, of the original structure;
 - (2) Building additions, such as increasing the square footage of an existing residence or other structure, of not over 100 percent of the existing structure's value, and of not over 50 percent of the gross floor area of the structure;
 - (3) Accessory buildings (as defined in the zoning ordinance);
 - (4) Remodeling or repair which involves no expansion of square footage; or
 - (5) Moving a structure off a lot or parcel, or for demolition permits.
- (f) A division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.
- (g) Minor plat or amending plat.

1.4.2. All applications for plat approval, including final plats, that are pending on the effective date of this chapter and which have not lapsed shall be reviewed under the regulations in effect immediately preceding the effective date of this chapter. If a lot or property becomes nonconforming due to condemnation by a governmental entity, it may, but is not required to, bring itself into conformance with this ordinance. However, if the owner of such a lot or property desires to subdivide the lot or property, conformance with this ordinance is required.

1.5. Minimum standards.

The principles, standards and requirements provided for herein shall be minimum requirements for the platting and developing of subdivisions for the promotion of the public health, safety and general welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.

1.6. Waivers.

1.6.1. Presumption. There shall be a presumption against waivers.

1.6.2. General. Where the ~~city administrator~~ [planning director](#) finds that undue hardships will result from strict compliance with a certain provision(s) of this chapter, or where the purposes of these regulations may be served to a greater extent by an alternative proposal, the city may approve a waiver from certain regulations as listed within this section so that substantial justice may be done and the public interest is secured, provided that the waiver shall not have the effect of nullifying the intent and purpose of these regulations, and further provided that the ~~city administrator~~ [planning director](#) shall not approve a waiver unless it shall make findings based upon the evidence presented to it in each specific case that:

- (a) Granting the waiver will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity; and

- (b) The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought, and are not applicable generally to other property;
- (c) Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular hardship to the property owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;
- (d) The waiver will not in any manner vary the provisions of the zoning ordinance, planned development district ordinance, or comprehensive plan, or any other adopted plan(s) or ordinance(s) of the city;
- (e) An alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein; and
- (f) The waiver will enable the applicant to preserve more native trees, provide more open space, or ensure more wildlife preservation than would be possible complying with the strict mandates of this chapter.

Such findings of the [city administrator/planning director](#), together with the specific facts upon which such findings are based, shall be documented in writing. A waiver from any provision of this chapter may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the applicant, property owner or developer, standing alone, shall not be deemed sufficient to constitute undue hardship.

1.6.3. Criteria. Where the [city administrator/planning director](#) finds that the imposition of any development exaction pursuant to these regulations exceeds reasonable benefit to the property owner, or is so excessive as to constitute confiscation of the tract to be platted, it may approve a full or partial, at its discretion, waiver to such requirements, so as to prevent such excess.

1.6.4. Conditions. In approving a waiver, the [city administrator/planning director](#) may require such conditions as will, in its judgment, secure substantially the purposes described herein. The applicant's willingness to have the tract annexed into the city limits may be contemplated as a condition, when possible and appropriate, as determined by the city council.

1.6.5. Procedures.

- (a) An application for a waiver shall be submitted concurrently with the submission for a plat.
- (b) The application shall state fully the grounds for the application, and all of the facts relied upon by the applicant.
- (c) Where a hardship is identified during review pursuant to the zoning ordinance or during subdivision plat review pursuant to this chapter which requires issuance of a waiver from a provision in this chapter, the [city administrator/planning director](#) may approve a conditional (or temporary) waiver from that provision in this chapter in conjunction with plat approval by the planning [and zoning commission/director](#).

1.6.6. Waivers. Deviations from this ordinance that can be an administratively approved waiver include:

- (a) Block length as defined by section 11.21.
- (b) Cul-de-sac requirements as defined by section 11.22.
- (c) Dead end as defined by section 11.23.
- (d) Construction of new streets as defined by section 11.25.
- (e) Construction standards as defined by section 11.26 [sic].
- (f) Alley length deviations as defined by section 12.1.

- (g) Easements as defined by section 12.2.
- (h) Water quality buffer zones as defined by section 12.2.3.
- (i) Sidewalks if the reason is for avoiding obstacles, trees, and natural features. Provided they meet ADA requirements.
- (j) Sidewalks for projects in the extraterritorial jurisdiction if the sidewalks do not connect to other sidewalks or trails and for which future connecting sidewalks are not planned or anticipated. Easements for future sidewalks may be required as a condition of the waivers.
- (k) Collector streets (section 11.3) intersecting streets intersections with major thoroughfares.
- (l) Blocks as defined by section 13.
- (m) Joint access easements for commercial properties as required by section 14.2.
- (n) Irregular-shaped lots as defined by section 14.3.
- (o) Side lots or units as defined by section 14.4.

Any deviation not listed in this subsection shall only be requested through the variance process listed below.

1.6.7. Payment of indebtedness. No person who owes delinquent taxes, delinquent paving assessments, delinquent fees, or any other delinquent debts or obligations to the City of Dripping Springs, and which are directly attributable to a piece of property, shall be allowed to receive approval for any plat or replat until the taxes, assessments, debts or obligations directly attributable to said property and owed by the property owner or a previous owner, shall have been first fully discharged by payment, or until an arrangement satisfactory to the ~~city administrator~~ planning director has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence or proof that all taxes, assessments, debts or obligations have been paid at the time of submission for any application for approval under this chapter.

1.7 Variances.

1.7.1. Presumption. There shall be a presumption against variances.

1.7.2. General. Where the city's planning and zoning commission (P&Z) finds, that undue hardships will result from strict compliance with a certain provision(s) of this chapter, or where the purposes of these regulations may be served to a greater extent by an alternative proposal, the city may approve a variance from any portion of these regulations so that substantial justice may be done and the public interest is secured, provided that the waiver variance shall not have the effect of nullifying the intent and purpose of these regulations, and further provided that the city council shall not approve a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

- (a) Granting the variance will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity;
- (b) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not applicable generally to other property;
- (c) Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular hardship to the property owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;
- (d) The variance will not in any manner vary the provisions of the zoning ordinance, planned development district ordinance, or comprehensive plan, or any other adopted plan(s) or ordinance(s) of the city;

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- (e) An alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein; and
- (f) The waiver variance will enable the applicant to preserve more native trees, provide more open space, or ensure more wildlife preservation than would be possible complying with the strict mandates of this chapter.

Such findings of the planning and zoning commission, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the planning and zoning commission meeting at which a variance is considered. A variance from any provision of this chapter may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the applicant, property owner or developer, standing alone, shall not be deemed sufficient to constitute undue hardship.

1.7.3.Criteria. Where the planning and zoning commission finds that the imposition of any development exaction pursuant to these regulations exceeds reasonable benefit to the property owner, or is so excessive as to constitute confiscation of the tract to be platted, it may approve a full or partial, at its discretion, waiver to such requirements, so as to prevent such excess.

1.7.4.Conditions. In approving a variance the planning and zoning commission may require such conditions as will, in its judgment, secure substantially the purposes described herein. The applicant's willingness to have the tract annexed into the city limits may be contemplated as a condition, when possible and appropriate, as determined by the planning and zoning commission.

1.7.5.Procedures.

- (a) An application for a variance shall be submitted in writing by the property owner before the plat is submitted for the consideration of the [P&Z planning director](#) or other approving authority. The application for variance must be submitted ~~not less than 30 days~~ prior [review by the planning director to the P&Z meeting at which the request will be considered](#).
- (b) The application shall state fully the grounds for the application, and all of the facts relied upon by the applicant.
- (c) Where a hardship is identified during review pursuant to the zoning ordinance or during subdivision plat review pursuant to this chapter which requires issuance of a variance from a provision in this chapter, the P&Z may recommend a conditional (or temporary) variance from that provision in this chapter in conjunction with plat approval. Before a preliminary plat can be approved with a conditional or temporary variance from this chapter, the conditional or temporary waiver shall receive final approval before filing an application for a preliminary plat that no new information or reasonable alternative plan exists which, at the determination of the P&Z, voids the need for a waiver/suspension. All ~~waivers~~ variances shall have final approval or disapproval by the P&Z.

1.7.6.Criteria for variances for street exactions. Where the city council finds that the imposition of any dedication or construction requirement for streets pursuant to these regulations exceeds reasonable benefit to the property to be platted, it may approve a variance for such requirements so as to prevent such excess. In order to qualify for a variance under this section, the property owner shall demonstrate that the costs of right-of-way dedication and construction of non-local streets imposed pursuant to these regulations substantially exceeds the incremental costs of providing land and transportation improvements necessary to offset the additional traffic impacts generated by, or attributable to, the development upon the transportation network serving the property, including that which may be generated by or attributed to other phases to be platted in the future.

1.7.7.Variances. Any deviation requested not listed as a waiver in this ordinance may only be approved through the variance process discussed within this section 1.7. These variances may include but are not limited to:

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- (a) Access easement in lieu of frontage in city limits or for property for which some part is in the city limits.
 - (b) Lot size.
 - (c) Building lines and setbacks.
 - (d) Sidewalk requirements.
 - (e) Private Streets, section 11.9.6.

1.8. Right to deny filing, hearing, and plat.

The city may deny a filing, hearing, and any approval pursuant to this chapter if the applicant does not submit the information and fees required by this chapter.

1.9. Misrepresentation of facts.

It shall be a violation of this chapter for any person to knowingly or willfully misrepresent, or fail to include, any information required by this chapter in any plat application, during any conference with a city official, during any public hearing or meeting of the P&Z, or city council. Such a violation shall constitute grounds for denial of the plat.

1.10. Title.

The title shall identify the document as a "Final Plat" of the _____ Subdivision, Block _____, Lot(s) _____, Being a Replat of Block _____, Lot(s) _____ of the _____ Subdivision within the City of Dripping Springs, Texas (or within the extraterritorial jurisdiction of the City of Dripping Springs, Texas).

1.11 Uniform submittal schedule.

Each submission for a plat shall be governed by the uniform submittal schedule adopted annually by ordinance.

SECTION 2. DEFINITIONS

2.1. General.

Words, phrases and their derivations used in this chapter shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in the Dripping Springs Code of Ordinances, shall be given the meanings set forth in those other ordinances. Definitions not expressly prescribed therein are to be determined in accordance with customary usage in municipal planning, surveying, and engineering practices. Other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

2.2. Specific.

Access : A way or means of approach (public or private) to provide vehicular or pedestrian physical entrance to a property which shall include public or private right-of-way dedicated to this use.

Administrative officers : Any officer of the city referred to in this chapter by title, including but not limited to the city administrator, deputy city administrator, city secretary, [planning director](#), or city engineer, shall be the person retained in that position by the city. This definition shall also include planning, legal, financial, traffic engineering and other consultants retained by the city to supplement or support existing city staff, as deemed appropriate by the city.

Amenity : An improvement to be dedicated to the public or to the common ownership of the lot owners of the subdivision and providing an aesthetic, recreational or other benefit, other than those prescribed by this chapter.

Applicant : A person or entity who submits to the city an application for an approval required by this chapter. To be qualified as an applicant under this chapter, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this chapter. The term shall be restricted to include only the property owner(s), or a duly authorized agent and representative of the property owner. In other jurisdictions, the term is sometimes referred to as the "developer", "subdivider", "builder," or other similar title.

Application : A written request to the city for an approval required by this chapter that contains all information required by this chapter ~~and that has been deemed administratively complete by the city.~~

Approval. Approval of a plan, plat, or permit under this article by an approving authority who was authorized at the time of the approval to act on the application.

Base flood : The flood having a one percent chance of being equaled or exceeded in any given year. This type of flood is also commonly referred to as the 100-year flood.

Block length or street length : For a residential subdivision, that distance measured along the centerline of the street from the intersection centerpoint of one through street to the intersecting centerpoint of another street, or to the midpoint of a cul-de-sac. The through street referred to above shall not be a cul-de-sac, a dead-end street, or a looped street, but shall be a street which clearly has two points of ingress from two different directions.

Bond : Any form of a surety bond in an amount and form deemed satisfactory by the city.

Building setback line : The line within a property defining the minimum horizontal distance between a building or other structure and the adjacent street right-of-way line, property line, a creek, or some other specific feature.

Capital improvements program (CIP) : The official proposed schedule, if any, of all future public projects listed together with cost estimates and the anticipated means of financing each project, as adopted by city council.

Cedar : The tree also known as the Ash Juniper.

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

City administrator : The city's chief administrative officer, as appointed by the city council. The term also includes the deputy city administrator, or the city administrator's designee.

City attorney : The lawyer or firm of attorneys who has been specifically employed by the city to assist in legal matters. This term shall also apply if the city retains a person to perform the functions of city attorney as an official city employee.

City council : The governing body of the City of Dripping Springs, Texas.

City engineer : The licensed professional engineer, or firm of licensed professional consulting engineers, that has been specifically employed by the city to assist in engineering-related matters. This term shall also apply if the city retains a person to perform the functions of city engineer as an official city employee.

City hall : The City of Dripping Springs' primary administrative office.

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City limits : The incorporated, municipal boundaries of the City of Dripping Springs.

City planner : This term shall ~~also~~ apply if the city retains a person to perform the functions of city planner as an official city employee. The ~~term also applies to~~ practicing, professional land planner or planners, firm of professional land planners, of a consulting city planner that has been specifically employed or contracted by the city to assist in planning- and zoning-related matters. ~~This term shall also apply if the city retains a person to perform the functions of city planner as an official city employee.~~

Commission : The planning and zoning commission (P&Z) of the City of Dripping Springs, Texas.

Common element : All portions of a condominium other than the units and includes both general and limited common elements.

Comprehensive plan : This document setting forth the guiding land use principles and goals of the city. The document, or collection of documents, delineates the general locations recommended for various land uses, transportation routes, public and private buildings, streets, parks, water and wastewater facilities, and other public and private developments and improvements. The phrase "comprehensive plan" shall mean the comprehensive plan of the city and adjoining areas as adopted by the city council, including all its revisions and plan elements (including, but not limited to, the future land use plan, transportation plan, parks and open space plan, etc.).

Concept plan : A drawing of the overall conceptual layout of a proposed development, superimposed upon a topographic map which generally shows the anticipated plan of development, and which serves as a working base for noting and incorporating suggestions of the city's administrative officers, the P&Z, and others who are consulted prior to preparation of the preliminary plat. In other jurisdictions, the term is sometimes referred to as a "preliminary site plan" or a "land study."

Condominium : A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions. Real property is a condominium only if one or more of the common elements are directly owned in undivided interests by the unit owners. Real property is not a condominium if all of the common elements are owned by a legal entity separate from the unit owners, such as a corporation, even if the separate legal entity is owned by the unit owners. Condominiums are established in accordance with the requirements of the Texas Uniform Condominium Act codified in chapter 82 of the Texas Property Code. A condominium is a form of ownership and not a specific building type or style.

Condominium association : An association, organized pursuant to section 82.101 of the Texas Property Code, whose members consist of owners of units in a condominium, which administers and maintains the common property and common elements of a condominium.

Construction plan : A drawing with specifications of the location, character, dimensions, and details, including all rights-of-way which may be required, of the work to be conducted in accordance with the City of Dripping Springs Technical Construction Standards and Specifications available for inspection at city hall.

Construction plans or drawings : The maps or drawings accompanying a final plat and showing the specific location and design of public improvements to be installed in the subdivision in accordance with the requirements of the city as a condition of approval of the plat. The term includes construction documents, plans and specifications.

Contiguous : Lots are contiguous when at least one boundary line or point of one lot touches a boundary line, or lines, or point of another lot.

Development : The construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure on land. The term also includes any mining, excavation, landfill, or land disturbance.

Development agreement : A contract entered into by the applicant and the city, by which the applicant promises to complete the required public improvements within the subdivision within a specified time period. The

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agreement may also include provisions documenting a mutual understanding regarding annexation, land use, applicable regulations, funding, open space, and other arrangements as allowed by state law.

[Disapproval](#): A disapproval or denial of a plan, plat, or permit by an authority who was authorized to act on the application at the time of the disapproval or denial.

[Easement](#) : The word "easement" shall mean an area for restricted use on private property upon which the city or public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, and other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems within said easements. The city, public utilities, and utilities which have agreements with the city regarding the right-of-way, shall, at all times, have the right of ingress and egress to and from and upon easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of their respective systems without the necessity at any time of procuring the permission of anyone.

[Engineer](#) : A person duly authorized and licensed under the provisions of the Texas Engineering Registration Act to practice the profession of engineering.

[Escrow](#) : A deposit of cash with the city in accordance with this chapter.

[ETJ](#) : The extraterritorial jurisdiction of the City of Dripping Springs.

[FEMA](#) : The Federal Emergency Management Agency of the U.S. government.

[Filing](#) . The uniform submittal date on which an ~~administratively complete~~ application for a plan, plat, or permit is submitted to the city on a day or date on which it is accepting filing of such plans, plats, and permits pursuant to the uniform submittal schedule.

[Impervious cover](#) : Any material that prevents absorption of stormwater into the ground.

[Land planner](#) : Persons, including surveyors or engineers, who possess and can demonstrate a valid proficiency in the planning of residential, nonresidential and other related developments, such proficiency often having been acquired by education in the field of landscape architecture or other specialized planning curriculum, or by actual experience and practice in the field of land planning, and who may be certified as a member of the American Institute of Certified Planners (AICP).

[Landscape architect](#) : A design professional licensed by the State of Texas, who deals primarily, but not necessarily exclusively, with site work, such as plant selection and irrigation systems as well as the design of ground works considering the need for drainage, utilities installations, buildings, [and] grading while creating a pleasing appearance.

[LCRA](#) : The Lower Colorado River Authority, or a successor agency.

[Lot](#) : A divided or undivided tract or parcel of land having frontage on a public street, and which is, or which may in the future be, offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract; and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed of record at the county. Also known as parcel, tract, or plot.

[Lot area](#) : The area of a lot contained within its boundaries, exclusive of any portion within a public or private street or street right-of-way.

[Lot, corner](#) : A lot located at the junction of two or more streets.

[Lot coverage](#) : The ratio of gross floor area of all buildings, structures, and all areas associated with driveways and parking lots on a lot, to the total lot area, expressed as a percentage.

[Lot depth](#) : The distance between the front lot line and rear lot line, measured at the mid-points of the front and rear lines.

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Lot, flag : A lot located behind another lot connected to the street by an area narrower than the full lot width. Also known as a panhandle lot.

Lot frontage : The distance between the side lot lines, measured at the point where the side lot lines intersect the street right-of-way. All sides of a lot that abuts a street shall be considered frontage.

Lot, interior : A lot other than a corner lot.

Lot line : A line or series of lines bounding a lot as defined herein.

Lot line, front : A lot line abutting a public or private street, or access easement. On a corner lot, the shorter lot line abutting public or private street or access easement shall be considered the front lot line. On a through lot, the lot line abutting the public or private street providing the primary access to the lot shall be considered the front lot line.

Lot line, rear : A lot line defined as other than front or side lot line. In the case of an irregularly shaped lot or a lot bounded by only three lot lines, a line within the lot having a length of ten feet, parallel to and most distant from the front lot line shall be interpreted as the rear lot line for the purpose of determining required yards, setbacks and other provisions of these regulations.

Lot line, side : A lot line that is not a front lot line or a rear lot line.

Lot line, street : Any lot line abutting an existing or dedicated street or right-of-way.

Lot width : The distance between the side lot lines, measured at the front setback line.

Major subdivision : This is the same as a "major plat."

Manufactured home subdivision : A parcel of land that is designed, improved and intended for the long-term or short-term placement of individually owned mobile home units or HUD-Code manufactured homes on lots or units that can be leased or purchased outright by the owners of the mobile home units. Facility may include a residence for the owner or manager of the premises, utility hookups, accessory structures, playgrounds and open space areas, fenced yard areas for pets, and other similar amenities. The term may be defined in other jurisdictions as a "mobile home park."

Minor subdivision : This is the same as a "minor plat."

Off-site facilities or improvements : "Off-site" facilities shall mean those facilities or improvements that are required to serve the site but that are not located within the boundaries of the plat, and are not required to be constructed or improved immediately adjacent to the property to serve the development. These [include] new or oversized improvements for streets, sewer lines, water lines and storm drainage facilities, as well as the excess capacity of facilities such as water storage tanks and wastewater treatment plants available for new development.

On-site facilities or improvements : These are the existing or proposed facilities or improvements constructed within the property boundaries of the plat, and the existing or proposed facilities required to be constructed or improved immediately adjacent to the property that are needed to serve the development. Facilities and improvements include, but are not limited to, streets, alleys, water lines, sewer lines, storm drainage facilities, sidewalks, screening devices, and curbs and gutters.

Owner : Any person or firm, association, syndicate, general or limited partnership, corporation, trust or other legal entity, or any agent thereof, that has sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under this chapter. In any event, the term "property owner" shall be restricted to include only the owner(s) or authorized agent(s) of such owner(s), such as a developer, of land sought to be subdivided.

Pavement width : The portion of a street that is available for vehicular traffic. Where curbs are used, it is the portion from the back of one curb to the back of the opposite curb.

Perimeter street : Any existing or planned street which abuts the subdivision or addition to be platted.

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Periphery : For purposes of compliance with the notice requirements of this chapter, the perimeter of the tract proposed for subdivision.

Permit : A license, certificate, approval, registration, consent, permit, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain from the city to perform an action or initiate, continue, or complete a project for which the permit is sought. A preliminary plat, final plat, replat, and amending plat are examples of permits addressed under this chapter.

Person : Any individual, association, firm, corporation, governmental agency, political subdivision, or legal entity of any kind.

P&Z : The planning and zoning commission of the City of Dripping Springs, Texas.

Planning Director. [Staff or consultant designated by the City Administrator as the planning director.](#)

Plat : This means a preliminary plat, final plat, amending plat, minor plat or replat, as determined by the context.

Amending plat : A revised plat correcting minor errors or making limited changes to the original final plat or as otherwise defined by chapter 212 of the Texas Local Government Code.

Final plat : The one official and authentic map of any given subdivision of land prepared from actual field measurement and staking of all identifiable points by a surveyor or engineer, with the subdivision location referenced to a survey corner, and with all boundaries, corners and curves of the land division sufficiently described so that they can be reproduced without additional references. The final plat of any lot, tract or parcel of land shall be recorded in the land records of Hays County, Texas. An amending plat and replats are also final plats.

Major plat : All plats not classified as minor plats, including but not limited to subdivisions of more than four lots, or any plat that requires the construction of a new street (or portion thereof), on-site drainage facilities, or the extension of a municipal facility as required by this or any other city ordinance.

Minor plat : A subdivision resulting in four or fewer lots or units, provided that the plat is for conveyance purposes only with no development or construction of roads or public improvements proposed, and provided that the plat does not create any new easements for public facilities, nor the extension of any municipal utility facilities to serve any lot within the subdivision.

Preliminary plat : The graphic expression of the proposed overall plan for subdividing, improving and developing a tract, showing in plan view the proposed street and lot layout, easements, dedications and other pertinent features, with such notations as are sufficient to substantially identify the general scope and detail of the proposed development.

Replating or replat : This is the resubdivision of any part or all of a block or blocks of a previously platted subdivision, addition, lot or tract. Replats eliminate the prior plats as to the area replatted.

Project : An endeavor over which the city exerts its legal jurisdiction, and for which one or more permits from the city are required to initiate, continue, or complete the endeavor.

Public improvements : Facilities, infrastructure and other appurtenances, typically owned and maintained by the city, which serve a public purpose in providing a needed service or commodity, such as wastewater collection and treatment and water storage and distribution, and which protect the general health, safety, welfare and convenience of the city's citizens, including efficiency in traffic circulation and access for emergency services. Required public improvements may include, but shall not be limited to, street and alley paving, including any necessary median openings and left turn lanes on major thoroughfares; water lines and pumping stations; sanitary sewer lines and lift stations; storm drainage structures and stormwater management devices; water quality and erosion controls; screening and retaining walls; fire lane paving and fire hydrants; landscaping, where such is used for required screening or other required landscaped area, and associated irrigation system; and any required public sidewalks, streetlights and street name signs. The term "public improvements" shall not include facilities or

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infrastructure of private providers of utility services other than water and wastewater, but shall be deemed to include facilities and infrastructure that the city would normally require of a development, but which will be owned and maintained by an entity such as a homeowners' association, as in the case of private streets.

Review : Shall be construed to mean "to read, analyze, assess and act upon" a development application.

RV park : A parcel of land that is designed, improved, or intended to be used for short- or long-term occupancy by mobile homes/trailers or recreational vehicles, including travel trailers, in designated spaces. The facility may include a residence for the owner or manager of the premises, utility hookups, accessory structures, playgrounds and open space areas, fenced yard areas for pets, and other similar amenities. This term may be defined in other jurisdictions as a "trailer park."

Street : An improved surface within a right-of-way or easement, public or private, other than an alley, which has been dedicated, deeded, or granted an easement for public use and which affords primary vehicular access to abutting property. Includes the term "road" and "roadway":

- (a) Major thoroughfares, also known as arterial streets or primary thoroughfares, which provide vehicular movement from one neighborhood to another or to distant points within the city, and including freeways or highways leading to other communities.
- (b) Collector streets, also known as feeder streets or secondary thoroughfares, which provide vehicular circulation within neighborhoods, and from local streets to major thoroughfares.
- (c) Local residential streets, also known as minor thoroughfares or streets, which primarily provide direct vehicular access to abutting residential property.
- (d) Private streets are streets which are owned and maintained by a homeowners' association or property owners' association, and which are not dedicated to the public.

Alley : A minor right-of-way, private or public, not intended to provide the primary means of access to abutting lots or units which is used primarily for vehicular service access to the back or sides of properties that derive primary access from a street. The length of an alley segment is to be measured from the right-of-way lines of the streets from which the alley is provided access, including any alley turnouts onto a street, or from the centerpoint of an intersection with another alley which connects to a street.

Cul-de-sac : A street having only one outlet to another street, and terminated on the opposite end by a vehicular turnaround or "bulb". The length of a cul-de-sac is to be measured from the intersection centerpoint of the adjoining through street to the midpoint of the cul-de-sac bulb.

Dead-end street : A street, other than a cul-de-sac, with only one outlet.

Overlength street (or alley) : A street segment, or a cul-de-sac or alley segment, which exceeds the maximum length allowed by this chapter, as measured along the centerline of the street from the intersection centerpoint of one through street, which shall not be a cul-de-sac or dead-end or looped street, to the intersecting centerpoint of another through street or, in the case of a cul-de-sac, to the midpoint of the cul-de-sac. For an alley segment, the measurement shall be to the right-of-way lines of the streets from which the alley is provided access, including any alley turnouts, or from the centerpoint of an intersection with another alley which connects to a street.

Perimeter street : Any existing or planned street which abuts the subdivision or addition to be platted.

Right-of-way : Land occupied or intended to be occupied by street, crosswalk, alley railroad, road, electric transmission line or oil or gas pipe line, water main, sanitary or storm sewer main, or for other special use. Right-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use.

Standard street : A standard street is a street or road that meets or exceeds the minimum specifications in the city's standard street specifications, and which is constructed to the ultimate configuration for the type of roadway it is designated for on the city's transportation plan.

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Substandard street : An existing street or road that does not meet the minimum specifications in the city's standard street specifications, and which is not constructed to the ultimate configuration for the type of roadway it is designated for on the city's transportation plan.

Street improvements : This means any street or thoroughfare, together with all appurtenances required by city regulations to be provided with such street or thoroughfare, and including but not limited to curbs and gutters, walkways (sidewalks), parks pedestrian trails, drainage facilities to be situated in the right-of-way for such street or thoroughfare, traffic-control devices, streetlights and street signs, for which facilities the city will ultimately assume the responsibility for maintenance and operation.

Street length : This means the same as "block length".

Subdivision : A division or redivision of any tract of land situated within the city's city limits or its ETJ into two or more parts, lots, units, or sites, for the purpose, whether immediate or future, of sale, division of ownership, or building development. The term includes resubdivisions of land, lots, or units which are part of a previously recorded subdivision. A condominium development can be a subdivision. In other jurisdictions, the term may be referred to as an "addition."

Submission date : The submission date is when all necessary forms, fees, plans, information and copies have been submitted to the city, reviewed for completeness, and deemed as "complete" by action of issuance of a certificate of completeness by the city.

Substantial compliance : An application is determined by the [city administrator/planning director](#) to be consistent with the preliminary plans or plat submitted to the city and approved by the city council when the application does not materially differ in, for example, the number of lots, the amount of impervious cover, the amount of parkland or open space, the number of streets, vehicular access, or water quality.

Surveyor : A licensed land surveyor or a registered public land surveyor, as authorized by state statutes to practice the profession of surveying.

SWPPP : A storm water pollution prevention plan (contained within the engineering construction plans).

TCEQ : Texas Commission on Environmental Quality, or a successor agency.

Temporary improvements : Improvements built and maintained by the property owner that are needed to remedy a circumstance that is temporary in nature, such as a temporary drainage easement or erosion control device, that will be removed upon completion of the subdivision or shortly thereafter.

Uniform submittal date : A date on the uniform submittal schedule adopted by the city on which administratively complete submissions for a plat become filed plat applications.

Unit : A physical portion of the condominium or apartment designated for separate ownership or occupancy, the boundaries of which are described by the condominium declaration or apartment plans.

U.S. Army Corps of Engineers : The civil engineering branch of the U.S. Government, or a successor agency.

USFWS : The United States Fish and Wildlife Service, or a successor agency.

Yard : The open area between building setback lines and lot lines.

SECTION 3. PROCEDURES

3.1. Pre-application procedures.

3.1.1. Applicants shall avail themselves of the advice and assistance of the city's [planning department/administrative officers](#), including its retained planning and engineering consultants (as applicable), and are required to participate in a pre-application conference before submitting a request for any type of plat as described

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below. Applicants are encouraged to consult early and informally with those officers and consultants before preparing any plat in order to save time and money, and to avoid potential unnecessary delays.

- 3.1.2. All applicants shall schedule and attend a mandatory pre-application conference with the appropriate city official(s) in order to become familiar with the city's development regulations and the subdivision process. At the pre-application conference, the applicant may be represented by owner's land planner, engineer and/or surveyor. No development right (if any) shall vest upon participation in any pre-application conferences. Applicant shall inform the city at least five business days prior to any pre-application conference or other meeting if the applicant intends to bring a legal representative to a meeting.
- 3.1.3. Prior to the pre-application conference, the applicant must provide a check payable to the city in the amount of the pre-application conference fee, as may be established by the city council.
- 3.1.4. After a pre-application conference, the city shall issue a certification of completion of the pre-application conference that is valid for a period of 90 days. If a submission is not deemed a complete application within that time period, an additional pre-application conference will be required.
- 3.1.5. An applicant or other interested individual may request a planning meeting that is an informal meeting related to land use questions. A planning meeting is a meeting with city staff that does not meet the pre-application conference requirement. No documentation or approvals may be given during a planning meeting.

3.2. Compliance with comprehensive plan, zoning, PDD, and development agreement.

Any plat submitted for approval by the city shall be in accordance with the city's zoning ordinance and comprehensive plan, as may apply, including all adopted water, sewer, storm drainage, future land use, park, recreation, open space and transportation plans. All plats shall be prepared by a licensed civil engineer or a registered professional land surveyor. Any plat submitted for approval by the city shall be in accordance with any planned development district ordinance or development agreement.

3.3. Classification of subdivisions.

Before any plat is filed for recordation with the county clerk, the property owner shall apply for and secure [P&Z planning director](#) approval of the required subdivision plat, in accordance with the following procedures, unless otherwise provided within this chapter.

- 3.3.1. Minor subdivisions may be approved for residential or nonresidential properties. Minor plat approval by the [city administrator](#) [planning director](#) requires a pre-application conference and the submission of a final plat drawing and other submission materials required by this chapter. Lots or units may be conveyed or sold only when the plat has been approved by the [city administrator](#) [planning director](#) and the plat has been filed at Hays County.
- 3.3.2. Major subdivisions may be approved for residential or nonresidential properties. The procedure for approval of a major subdivision typically involves three steps: a pre-application conference, preliminary plat and final plat. Major plat approval shall be in accordance with this chapter. Upon completion and final acceptance of the required public improvements, or upon submission and city approval of the appropriate surety for public improvements, the property owner may submit the final plat for approval. All major subdivision plats must be reviewed and approved by the [P&Z planning director](#). Lots or units may be sold only when the final plat has been approved by the planning [director and zoning commission](#) and the plat has been filed at Hays County. If the land is required to be platted, no conveyance or sale of any portion of the property, lot, or unit may occur until after the final plat is approved by the planning [and zoning commission](#) [director](#) and filed at Hays County.

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3.4. Official filing date.

3.4.1. For the purpose of these regulations, the "official filing date" shall be the date upon which a submission for approval of any type of plat ~~is filed according to the City Uniform Submittal Calendar, if any. , that contains all required elements mandated by the Local Government Code, section 212.004(b) and by this chapter, is deemed complete by the city administrator.~~ To be considered complete, the submission must be accompanied by a check payable to the city in the amount of all applicable fees. ~~It is only after the official filing date that any statutory period required for approval or disapproval of the plat shall commence to run.~~ No application shall be deemed officially filed until the city administrator determines that the submission is complete and a certificate of completeness is issued by the city administrator. ~~Failure by the city administrator to make a determination of incompleteness within ten business days following the date on which the submission was first received by the city, shall result in the submission being deemed complete, the submission becoming an application on the next uniform submittal date.~~

3.4.2. Plat submissions which do not include all required information and materials, as outlined below and per other city ordinances that may change from time to time, will be considered incomplete, shall not be accepted for official filing by the city, ~~approved~~ and shall not be scheduled on a P&Z agenda until the proper information is provided to city officials including the city's retained planning and engineering consultants, if applicable.

3.5. Submission timing.

A submission for completeness review of any plat shall be accepted at any time. Submissions ~~that are deemed to be administratively complete~~ shall be considered a filed application on the next uniform submittal date ~~following the determination of administrative completeness.~~

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3.6. Notification.

3.6.1. Signage. Within two business days after the city administrator issues a certificate of completeness for a plat application, the applicant shall place weather-resistant signs on the property under application for the purposes of public notification. The applicant shall submit a photo of the sign within two business days to the city administrator. The signs shall be provided by the city. Signs placed on the property involved must be within ten feet of any property line paralleling any established or proposed street, and must be visible from that street. All required signs shall remain on the property until final disposition of the plat application is determined. The applicant is responsible for removal of the signs within three business days after final disposition of the application.

3.6.2. Website notice. Within two business days after the uniform submittal date after which the ~~city administrator~~ planning director has issued a certificate of completeness for any plat application, the city shall place a notice of proposed plat on its website. The notice shall include the property description or address and the type of plat being considered.

3.7. Submission materials.

3.7.1. The submission shall include the following:

- (a) A complete application form that bears the original notarized signature(s) of the property owner(s) of the subject property;
- (b) The prescribed submission fee;
- (c) One half-sized 11-inch by 17-inch black-and-white reductions of the plat;

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- (d) One copy of any applicable development agreement pertaining to the subject property (if any);
- (e) Copy of soil test turned into county;
- (f) Digital copies of all submittal items including GIS data;
- (g) A certificate or other satisfactory evidence from the Hays County Central Appraisal District showing that all taxes have been paid on the subject property, and that no delinquent taxes exist against the property. Documentation shall also be included that shows no delinquent assessments, fees, or other debts or obligations to the city and which are directly attributable to the subject property. One copy of the tax status certificate shall be submitted to the city in order for the application to be deemed complete;
- (h) A preliminary drainage study; ([Tex. Loc. Gov't Code Ch. 552](#); [Tex. Water Code Ch. 26](#))
- (i) If any amount of surface water is to be used by the subject property, for final plat approval the applicant must certify to the city that the applicant has obtained all necessary authorizations from the Lower Colorado River Authority (LCRA) and the United States Fish and Wildlife Service (USFWS). The applicant must also provide proof of compliance with the memorandum of understanding (MOU) between LCRA and USFWS, or the regional water quality protection plan, as may be applicable;
- (j) Record of approved variance needed for the project;
- (k) Any waivers needed for the project;
- (l) Any approved permits that are applicable to the plat application (i.e. driveway permit, TCEQ permit, utility provider permit, etc.);
- (m) A written narrative describing how all portions of the site development application meets all requirements of this code and other codes including landscaping, lighting, parkland dedication, site development, water quality protection and zoning, as may be relevant;
- (n) All documents in the correct form listed in section 4.8 of this ordinance; and
- (o) Any other reasonable and applicable information and materials deemed appropriate by the city engineer or [city administrator/planning director](#).

3.7.2. An engineer's summary report electronically and on paper that describes, in as much detail as necessary, the following:

- (a) The overall nature and scope of the proposed development, including zoning (if applicable);
- (b) The proposed use(s) and acreage of each proposed use (if applicable);
- (c) Minimum lot or unit sizes, widths and depths, number of lots or units to be created;
- (d) Special amenities or facilities that will be included in the development;
- (e) How the property will be served with required utilities and services reflective of all letters of service availability;
- (f) How stormwater drainage will be handled; and
- (g) An itemization and description of any waivers from provisions of this chapter that will be sought.

3.7.3. If the proposed development will have access points onto a major thoroughfare, the application shall also include a letter from the appropriate entity, such as TxDOT or Hays County, acknowledging and approving proposed driveway locations and corresponding median openings and left turn lanes, if applicable.

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3.7.4. Letters shall also be provided from each of the applicable utility service providers, including the city if applicable, including water, wastewater, gas, electricity, telephone, cable TV and solid waste, verifying their ability and willingness to provide an adequate level of service for the proposed development.

3.7.5. The Dripping Springs Independent School District shall be notified (in writing, copy to city) so that the district has the opportunity to document any concerns regarding transportation issues or raise matters regarding efforts to obtain a future school site within any portion of the subject property.

3.7.6. All plat drawings and other corresponding plans and drawings, including construction plans and landscape and screening plans, shall be on sheets equal to 24 inches by 36 inches in size, and shall be drawn to a known engineering scale of not smaller than 100 feet to the inch or a larger scale. In cases of large developments which would exceed the dimensions of the sheet at 100 foot scale, plats may be on multiple sheets or to another known engineering scale, as approved by the ~~city administrator~~ [planning director](#), and in a format that will be acceptable for eventual filing at Hays County.

[3.7.7. Plat checklists, applications, and related forms shall be made available on the city's website.](#)

3.8. City staff review ~~prior to the planning and zoning commission meeting.~~

Upon official filing of a complete application for plat approval, ~~as deemed complete by the city administrator,~~ the city shall commence technical review of the development application by forwarding a copy of the application and plat to development review team members that may include, but shall not be limited to, the city administrator, city engineer, city attorney, ~~city planner~~ [planning director](#), [public works director](#), and building official. City development review team members shall review the plat and shall ascertain its compliance with these and other applicable city regulations. ~~For plats whose final reviewing authority is the planning and zoning commission, complete applications for the plat shall be placed on the agenda within 30 days of the date the city administrator determines that the plat submission is an administratively complete application and the application is filed on a uniform submittal date. The plat application the city has on file seven calendar days before the planning and zoning commission meeting, shall be the application that is submitted to the planning and zoning commission for review and approval or disapproval. Amending and minor p~~Plats shall be reviewed and approved or disapproved administratively as described below.

[Any application that is not administratively complete shall be disapproved by the planning director.](#)

3.9. Extension request by applicant ~~for planning and zoning commission.~~

~~Before or at the time of the planning and zoning commission meeting, if the final approval authority is the planning and zoning commission, the planning and zoning commission~~The [planning director](#) will accept and review a written request for an extension by the applicant. The ~~planning and zoning commission~~[planning director](#) may approve an extension on the request of the applicant for up to 30 days. If extended, the application will be [reviewed in accordance with the approved extension.](#) ~~placed on the next planning and zoning agenda within the extension period.~~

3.10. Action by the ~~P&Z~~ [Planning Director](#).

3.10.1. All subdivision plat applications (~~except minor plats and amended plats~~) shall be reviewed by the [P&Z Planning Director](#). If the application is in complete conformance with the provisions of this chapter, and with all other applicable regulations of the city, then the [P&Z planning director](#) shall approve the application. The [P&Z planning director](#) shall review each plat application and shall take action within 30 days (or during an approved extension period) of receipt of a completed application for a plat to:

- (a) Approve the plat application;

- (b) Approve the application subject to certain conditions; or
- (c) Vote to disapprove the plat application.

3.10.2. All plat applications that were disapproved by the ~~Planning and Zoning Commission~~ [planning director](#), shall be provided to the applicant with a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, a statute or city ordinance, that is the basis for the disapproval.

3.10.3. If the applicant amends its filed plat application in response to the ~~planning and zoning commission~~ [planning director](#)'s initial disapproval, the applicant may file its amended application at the city on a date or day on which the city is accepting amended filings. The city will then have up to 15 days to approve or disapprove the amending plat application. The ~~planning and zoning commission~~ [planning director](#) may either: (1) approve plat if the response adequately addresses each reason for the disapproval; or (2) disapprove plat if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a statute or city ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, a statute or city ordinance, that is the basis for the disapproval. A plat that is disapproved after the city has reviewed the response in the form of an amended application may be resubmitted to be processed under the 15-day timeline delineated in this section.

3.10.4 [If the plat application is disapproved, the applicant may appeal the planning director's decision to the planning and zoning commission. The applicant may only appeal the disapproval on the basis for which the disapproval was granted. Any appeal shall be in writing and addressed to the city secretary for submission to the planning and zoning commission. The planning and zoning commission shall hold a public hearing for consideration of the appeal within thirty \(30\) days of receiving written notice of the appeal.](#)

3.11. Variances for plat applications.

~~For a plat application to be deemed complete~~ [Before a plat application can be reviewed by the planning director](#), any variances needed for plat approval shall first be submitted through the variance process. If it is determined that a variance is needed after a plat application is filed, the plat may be: (1) approved without the variance if it is in complete compliance with all city regulations at the time of submittal; or (2) disapproved if a variance is needed in order for the plat application to comply with all city regulations.

3.12. Proof of land ownership.

3.12.1. The city requires proof of land ownership prior to filing of any development application involving real property. Along with the submission, the applicant shall provide written verification, such as a notarized statement or a power of attorney or other evidence satisfactory to the ~~city administrator~~ [planning director](#), that the applicant is the owner of record of the subject land parcel or parcels, or is the property owner's authorized agent. The ~~city administrator~~ [planning director](#) shall have the authority to determine what document(s) the city will require to prove ownership, such as one of the following:

- (a) General warranty deed;
- (b) Special warranty deed;
- (c) Title policy; or
- (d) Other documentation that is acceptable to the ~~city administrator~~ [planning director](#).

3.12.2. If ownership cannot be conclusively established then the submission cannot be deemed administratively complete ~~and cannot be filed as a land development application and will be disapproved by the planning director.~~

3.12.3. One copy of the proof of land ownership document(s) shall be simultaneously submitted to the city in order for the application to be deemed complete.

3.13. Lapse of plat approval.

The approval of any type of plat shall be effective for a period of 365 calendar days beyond the date that the plat was approved by the ~~planning and zoning commission approval authority~~, except as otherwise provided herein. By 12:01 a.m. on the 366th day following ~~planning and zoning commission~~ approval of the plat, the applicant must have completed a city-required "progress benchmark" as set forth below. If this is not accomplished, then the approved plat shall be deemed to have expired and shall become null and void and a new plat application (along with all other required paperwork, plans, fees, etc.) must be submitted, reviewed and approved by the city in order to proceed with development of the property. The series of "progress benchmarks" for a project, pursuant to the provisions of this section, are as follows:

Approved Plat or Plan	Next "Progress Benchmark"
Preliminary Plat	All of the following shall occur within the 183 calendar days following preliminary plat approval: 1) city engineer's approval of construction plans for all proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction. In addition to the above, an application for approval of the final plat shall be submitted to the city within 365 calendar days following approval of the preliminary plat in order to avoid lapse of the approved preliminary plat (unless such is extended or reinstated pursuant to provisions in this chapter).
Final Plat	<i>Final plat approved by the planning and zoning commission approval authority but not yet filed with Hays County</i> — All materials necessary to file the plat at the county, including plat documents, filing fees, etc., shall be submitted to the city within 30 calendar days of the date of final plat approval (the 30-day period shall commence upon county approval of final plat if the property is in the ETJ). <i>Final plat that has been filed at Hays County</i> — The final filed plat is valid in perpetuity, unless the filed plat is properly amended or vacated pursuant to the provisions of this chapter, or has not been filed with Hays County within one year of final approval by the city.

Extension and reinstatement procedure. Prior to the lapse of approval for a plat, the property owner may make application to the city to extend the plat approval. Such application shall be submitted at least ten business days prior to the expiration of the plat. The application for extension shall be considered by the ~~city administrator~~ planning director, who shall approve or deny the application. If no application for extension of plat approval is submitted by the property owner in a timely fashion prior to the expiration date, then the plat shall be deemed to have expired and shall become null and void.

In considering whether to grant a request for extension, the ~~city administrator~~ planning director shall take into account the reasons for lapse, the ability of the property owner to comply with any conditions attached to the original approval, and the extent to which newly adopted subdivision regulations would apply to the plat at that point in time. The ~~city administrator~~ planning director shall either extend the plat (either with or without conditions) or shall deny the request, in which instance the originally approved plat shall be deemed to be null and void. The property owner must thereafter submit a new plat application for approval, and shall conform to the subdivision regulations then in effect.

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The ~~city administrator~~ planning director may extend the plat approval subject to additional conditions based upon newly enacted city regulations or state legislation, or such as are necessary to ensure compliance with the original conditions of approval or to protect the public health, safety and welfare. The ~~city administrator~~ planning director may also specify a shorter time for extension of the plat than the original 365-day approval period.

3.14. Lapse of construction plan approval.

The approved construction plans shall be valid for a period of 365 calendar days following approval by the city engineer. The ~~city administrator~~ planning director may, upon written request by the applicant, grant an extension of up to an additional 365 calendar days, after which the construction plans shall be subject to reapproval by the ~~city administrator~~ planning director in consultation with the city engineer if no substantial construction has been completed.

3.15. Concept plan.

Submission of a concept plan is voluntary. Submission of a concept plan may be done at the pre-application conference. City review of a concept plan has many benefits for both the city and the applicant. The applicant benefits by obtaining preliminary review and scrutiny, as well as input and suggestions, on the overall conceptual layout of the proposed development from the city's development review team. The city benefits in that it is allowed to become familiar with and involved in the project early in the development process, which is particularly important for large-scale developments and subdivisions. This allows the city to plan for and closely coordinate the provision of public facilities and services, thereby potentially avoiding future problems such as undersized utility lines, inadequate roadway capacities, unanticipated shortfalls in public services, and fiscal inefficiencies resulting from lack of planning and coordination.

3.15.1. Extent of area in a concept plan. When the overall development project is to be developed in phases, the concept plan area should include the entire property from which the phases are being subdivided and an approximate development schedule. Where significant natural or man-made features, such as thoroughfares or creeks, make inclusion of the entire property in the concept plan unnecessary to adequately review the items listed in the preceding paragraph, the concept plan may include a smaller study area. Boundaries such as major thoroughfares, whether existing or proposed, creeks and major drainageways, political subdivisions, or other such natural or man-made features may be used to delineate the smaller study area.

SECTION 4. PRELIMINARY PLAT PROCEDURES

4.1. Pre-application conference.

Following the pre-application conference regarding the overall general development strategy for the property, the applicant may submit a preliminary plat and other supplementary materials, as required by this chapter or by the city. The preliminary plat submission shall not be considered a filed application until the uniform submittal date after it has ~~been deemed to be administratively complete by the city administrator~~ been submitted.

4.2. Portion.

The preliminary plat shall only be effective over that portion of the property or subdivision which the applicant proposes to construct and record provided such portion conforms to all the requirements of this chapter and with any other applicable regulations and codes of the city.

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[4.3. Reserved.]

4.4. Approval of a preliminary plat.

Approval of a preliminary plat by the planning ~~and zoning commission~~director shall be deemed general approval of the street and lot or unit layout shown on the preliminary plat (approval for construction of the necessary streets, water lines, sewer lines, and other required improvements and utilities shall be authorized only through the city engineer's approval of the construction plans), and to the preparation of the final or record plat when construction of all required public improvements is nearing completion (or when appropriate surety for completion is provided to the city).

4.5. Standards for approval.

No preliminary plat shall be approved by the ~~the planning director~~ P&Z unless the following standards have been met:

- 4.5.1. The layouts for required public improvements and city utilities have been submitted by the applicant for approval by the city engineer (whether specifically stated or not, preliminary plat approval shall always be subject to any additions or alterations to the construction plans, if submitted as deemed necessary by the city engineer, as needed, to ensure the safe, efficient and proper construction of public improvements within the subdivision); and
- 4.5.2. The plat conforms to applicable zoning and other city regulations.

4.6. Non-permitted construction work.

- 4.6.1. No construction work shall begin on the proposed improvements in the proposed subdivision prior to approval of the preliminary plat and construction plans by the planning ~~and zoning commission~~director or appropriate approval authority, nor prior to issuance of all appropriate construction permits by the city and other appropriate entities or agencies.
- 4.6.2. This prohibition does not apply to the clearing of cedar trees ~~smaller than eight (8) inch DBH~~ with the use of rubber-tired equipment.
- 4.6.3. Any clear-cutting or tree removal must be performed in compliance with the city's landscape regulations, as may be applicable.
- 4.6.4. No excavation, grading, tree removal or site clearing activities shall occur prior to approval of the preliminary plat and the construction plans. However, preliminary grading or site preparation activities, such as limited excavation, filling, and removal or clearing of brush, undergrowth or man-induced debris, may be authorized by the ~~planning director~~city administrator, at the ~~administrator~~director's discretion, if such request is submitted in writing by the property owner or developer, if such activities are in conformance with all applicable city ordinances and codes, and if such activities will not be detrimental to the public health, safety or general welfare.

4.7. Information required.

The proposed preliminary plat and associated preliminary construction plans shall show the following information:

- (a) A vicinity, or location, map that shows the location of the proposed preliminary plat within the city (or within its ETJ) and in relationship to existing roadways;

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- (b) Boundary lines, abstract/survey lines, corporate and other jurisdictional boundaries, existing or proposed highways and streets (including right-of-way widths), bearings and distances sufficient to locate the exact area proposed for the subdivision, and all survey monuments including any required concrete monuments (per the city engineer); the length and bearing of all straight lines, radii, arc lengths, tangent lengths and central angles of all curves shall be indicated along the lines of each lot or unit (curve and line data may be placed in a table format); accurate reference ties via courses and distances to at least one recognized abstract or survey corner or existing subdivision corner shall be shown;
 - (c) The name, location and recording information of all adjacent subdivisions (or property owners of adjacent unplatted property), including those located on the other sides of roads or creeks, shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivision in sufficient detail to show accurately the existing streets, alleys, building setbacks, lot and block numbering, easements, and other features that may influence the layout of development of the proposed subdivision; adjacent unplatted land shall show property lines, the names of owners of record, and the recording information;
 - (d) The location, widths and names of all streets, alleys and easements (it shall be the applicant's responsibility to coordinate with appropriate utility entities for placement of necessary utility easements and for location of all streets and median openings on highways or arterial roadways), existing or proposed, within the subdivision limits and adjacent to the subdivision; a list of proposed street names shall be submitted (in the form of a letter or memo along with the application form) for all new street names (street name approval is required at the time the preliminary plat is approved);
 - (e) The location of all existing property lines, existing lot and block numbers and date recorded, easements of record (with recording information), buildings, existing sewer or water mains (can be shown on a separate sheet, if preferred), gas mains or other underground structures, or other existing features within the area proposed for subdivision;
 - (f) Proposed arrangement and square footage of lots or units (including lot, unit numbers, or block numbers) proposed use for nonresidential uses, the location and size of buildings, existing and proposed. This information may be provided on a separate sheet, such as on a concept plan or the final site plan; refer to the city's zoning ordinance);
 - (g) A title block within the plat (and construction plans) which shows the title or name under which the proposed subdivision is to be recorded; the name, address and phone number of the property owner(s); the name, address and phone number of the licensed engineer or registered professional land surveyor who prepared the plat/plans; the scale of the plat/plans; the date the plat/plan was prepared; and the location of the property according to the abstract or survey records of Hays County, Texas; the subdivision name shall not duplicate (or too closely phonetically replicate) the name of any other platted subdivision in Dripping Springs, its ETJ, or other surrounding communities in Hays County, but phasing identification is allowed to be similar to previous phases of that particular development (it is the property owner's responsibility to check the plat records of Hays County to ensure that the proposed subdivision name will not duplicate or sound too much like a subdivision name already in existence — the city may, at its discretion, require a different subdivision name if there is potential for confusion by public safety officials or the general public);
 - (h) Sites, if any, to be reserved or dedicated for parks, schools, playgrounds, other public uses or for private facilities or amenities;
 - (i) Scale (including a graphic scale), date, north arrow oriented to the top or left side of the sheet, and other pertinent informational data;
 - (j) Contours with intervals of two feet or less shown for the area, with all elevations on the contour map referenced to sea level datum; and the limits of any portion of the 100-year floodplain (pursuant to the

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flood study, if required by the city engineer) that may be within or adjacent to (i.e., within 100 feet of) the property (final monumentation of the floodplain shall occur, and shall be shown, on the final plat prior to approval and filing at the county) — if no floodplain is present, then a note stating this shall be shown on the plat;

- (k) Areas contributing drainage to the proposed subdivision shall be shown in the construction plans; locations proposed for drainage discharge from the site shall be shown by directional arrows;
- (l) All physical features of the property to be subdivided shall be shown, including:
 - (1) The location and size of all watercourses;
 - (2) 100-year floodplain according to Federal Emergency Management Agency (FEMA) information;
 - (3) U.S. Army Corps of Engineers flowage easement requirements;
 - (4) All critical environmental features (CEFs) such as karsts, springs, sinkholes, caves, etc., to be located and documentation to be signed and certified by a geologist. All CEF to have a minimum setback of 150 feet. All designated wetlands to be certified as such by an accredited wetland biologist relying of [on] the presence of wetlands plant species. Applicant to include a slope map identifying the breakdown of all lands in categories from zero percent to 15 slope, 15 to 30 slope, and over 30 percent slope;
 - (5) Ravines;
 - (6) Bridges;
 - (7) Culverts;
 - (8) Existing structures;
 - (9) Drainage area in acres or area draining into subdivisions (only in the construction plans); and
 - (10) Outline of major wooded areas or the location of major or important individual trees (excluding cedar trees smaller than eight (8) inches DBH) with trunk diameters exceeding 12 inches measured four feet above the ground, and other features pertinent to subdivision; is defined in the city's technical construction standards and specifications, and the city's landscape ordinance;
- (m) Schematic engineering plans of water and sewer lines and other infrastructure (including sizes) to be constructed in the subdivision; the proposed connections to distribution mains shall be indicated;
- (n) Proposed phasing of the development: Where a subdivision is proposed to occur in phases, the applicant, in conjunction with submission of the preliminary plat, shall provide a schedule of development, the dedication of rights-of-way for streets and street improvements, whether on-site or off-site, intended to serve each proposed phase of the subdivision. The city engineer shall determine whether the proposed streets and street improvements are adequate pursuant to standards herein established, and may require that a traffic impact analysis be submitted for the entire project or for such phases as the city engineer determines to be necessary to adjudge whether the subdivision will be served by adequate streets and thoroughfares;
- (o) All preliminary plats shall be submitted in a legible format that complies with Hays County requirements for the filing of plats;
- (p) Existing zoning of the subject property and all adjacent properties if within the city limits;
- (q) Construction traffic plan showing proposed routes for construction vehicle traffic and points of ingress and egress of such vehicles during construction; temporary construction easement approvals if needed, this shall be sealed by a registered engineer;
- (r) Certificates and other language shall be included on the plat, pursuant to the following subsections:

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- (1) A statement signed by the property owner(s) and acknowledged before a notary public that the subdivided area is legally owned by the applicant;
 - (2) An accurate legal, such as by metes and bounds, description by bearings and distances (including necessary curve and line data), accurate to the nearest 100th of a foot, for all boundary, block and lot lines, with descriptions correlated to a permanent survey monument;
 - (3) The registered professional land surveyor's certificate, with a place for his or her signature and notarization of his or her signature;
 - (4) A place for plat approval signature of the [planning director and the chair \(or vice chair, in the chair's absence\) of the planning and zoning commission, a place for the city secretary to attest such signature, and the approval dates by the planning and zoning commission director](#);
 - (5) Appendices to this chapter contain certificates and languages to be used on the plat to accommodate the above requirements;
- (s) Target consumer groups for the project;
- (t) If any amount of surface water is to be used by the subject property, the applicant must provide documentation to the city establishing that the applicant has notified the following entities of the applicant's plans for the project: Lower Colorado River Authority (LCRA), and the United States Fish and Wildlife Service (USFWS); and
- (u) If any amount of groundwater is to be used by the subject property, the applicant must provide documentation to the city establishing that the applicant has notified the following entities of the applicant's plans for the project: Barton Springs Edwards Aquifer Conservation District, and the Hays-Trinity Groundwater Conservation District.
- (v) [If any amount of groundwater is to be used by the subject property, the applicant shall include a state that:](#)
- [\(1\) is prepared by an engineer licensed to practice in this state or a geoscientist licensed to practice in this state; and](#)
 - [\(2\) certifies that adequate groundwater is available for the subdivision.](#)

4.8. Construction plans.

After approval of a preliminary plat, the applicant shall submit the required number of sets of the complete construction plans for all streets, alleys (if any), storm sewers and drainage structures, water and sanitary sewer facilities, screening and retaining walls, landscaping and irrigation, and any other required public improvements for the area covered by the approved preliminary plat. The construction plans shall also contain any plans deemed necessary to show or document compliance with the city's ordinances pertaining to nonpoint source pollution control, and any other applicable codes and ordinances of the city that are related to development of a land parcel. Cost estimates for the completion of all public improvements shall also be submitted with the construction plans for review (and approval, if necessary) by the city engineer.

4.8.1. For the purposes of this chapter, complete sets of construction plans shall include the following plans or sheets (generally in this order), as well as any additional plans or sheets deemed necessary and requested by the city engineer:

- (a) Cover or title sheet (with list of all plans).
- (b) Preliminary plat.
- (c) Existing conditions plan (unless these items are shown on the Preliminary Plat itself), which shows existing topography, vegetation, tree inventory of those trees with a diameter of eight

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inches or greater (when measured four feet above the natural grade) located within 20 feet of intended rights-of-way (streets and utilities), existing natural and man-made physical features, etc.

- (d) Existing tree and vegetation protection plan.
- (e) Grading, erosion control, and water quality control plans (including a SWPPP).
- (f) Paving and storm drainage plans.
- (g) Utility plans for water, sanitary sewer, etc.
- (h) Traffic-control plans (if necessary).
- (i) Screening and retaining wall plans.
- (j) Landscaping and irrigation plans.

4.8.2. The applicant shall have these plans prepared by their own professional engineer(s), subject to approval of the plans by the city engineer. The city engineer shall review, or cause to be reviewed, the plans and specifications and if approved, shall mark them "approved" and shall return one set to the applicant, and at least two sets shall be retained in the city's files. If not approved, then one set shall be marked with the objections noted (on the plans themselves and/or in memo format, a copy of which shall also be sent to the city) and returned to the applicant for correction, whereupon the applicant's engineer shall correct the plans as requested and shall resubmit them back to the city engineer for re-review. Once the construction plans are approved by the city engineer (as documented by an approval letter addressed to the applicant and copied to the city), the property owner shall provide additional sets of the approved plans to the city, as specified by the city engineer, for use during construction. A full set of the city-approved and stamped construction plans must be available for inspection on the job site at all times.

4.8.3. After approval of the preliminary plat by the planning ~~and zoning commission~~director, approval of the construction plans and specifications by the city engineer, and following procurement of all applicable permits from other appropriate agencies (such as TxDOT, TCEQ, U.S. Army Corps of Engineers, FEMA, and/or Hays County), USFWS, the applicant shall cause a contractor(s) to install or construct the public improvements in accordance with the approved plans and the city's standard specifications, and at the applicant's expense. The applicant shall employ engineers, surveyors or other professionals as necessary to design, stake, supervise, perform and complete the construction of such improvements, and shall cause his or her contractor to construct the said improvements in accordance with this chapter and with the city's, and any other applicable agencies, design standards. If the project will require a FEMA map revision, then the proposed plans shall also be reviewed for compliance with the city's flood damage prevention ordinance, as amended, prior to approval of the preliminary plat and prior to any construction activities (including but not limited to grading, clearing, grubbing, brush removal, etc.) on the site.

4.8.4. Construction plans shall be prepared by or under the direct supervision of a professional engineer licensed in the State of Texas, as required by state law governing such professions and in accordance with this chapter and the city's ordinances. All construction plans submitted for city review shall be dated and shall bear the responsible engineer's registration number, and the designation of "professional engineer" or "P.E.," and the engineer's seal. Construction plans shall be approved by the city engineer only when such plans meet all of the requirements of this chapter and the ordinances.

4.8.5. Construction plans shall be in conformance with the ordinances and with the requirements set forth herein. Construction plans (in complete sets, as described above) showing paving and design details of streets, alleys, culverts, bridges, storm sewers, water mains, sanitary sewers, sidewalks, screening and retaining walls, landscape and irrigation plans (if appropriate), and other engineering details of the

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proposed subdivision at a scale of one inch equals 20 or 40 feet horizontally and one inch equals two, five, or ten feet vertically shall be submitted to the city engineer along with a copy of the preliminary plat of the subdivision. The number of copies as specified by the city shall be submitted along with the preliminary plat submittal.

4.8.6. A landscape architect may prepare the landscaping and irrigation plans.

4.8.7. As part of the construction plans, a drainage plan showing how the drainage of each lot relates to the overall drainage plan for the plat under consideration shall be submitted. The drainage plan shall be made available to each builder within the proposed subdivision and all builders shall comply with the drainage plan.

4.9. Effect of approval.

Approval of a preliminary plat authorizes the property owner, upon fulfillment of all requirements and conditions of approval and upon construction of all required improvements (or submission of the proper assurances for construction of same), to submit for final plat approval. All public improvements required by this ordinance shall be completed or supported by complete fiscal security in accordance with approved construction plans prior to submission for final plat approval. A final plat shall not be filed until all improvements and/or fiscal security has been accepted.

4.10. Revisions to approved preliminary plat.

It is generally recognized that revisions to the preliminary plat may be needed before the final plat application can be filed with the city.

- (a) Preliminary plat revision procedure. To request a revision to an approved preliminary plat, the applicant must file an application with the City.
 - (1) Minor revisions. An application shall include the signatures of all lot owners directly affected by the revision. Applications for minor revisions shall be reviewed by the development review committee.
 - (2) Major revisions. A new application for a preliminary plat is required including signatures of all lot owners affected by the revision, compliance with amendments to this chapter which occurred since original preliminary plat approval, and other requirements. Major revisions shall require notification to all lot owners within the approved preliminary plat by mail ~~at least 15 days~~ prior to the planning director's review of the major revisions, and zoning commission meeting at which the revision will be considered.
- (b) Minor revisions. Minor revisions are slight enlargement or shifting of easements or lot lines, unit lines, addition of private or franchise utility easements, correction of bearings or distances, correction of minor labeling errors, addition of erroneously omitted informational items and labels, etc. Minor revisions also can include an increase in density by no more than ten percent so long as the increase is allowed under all city ordinances and agreements with the city. Minor revisions also cannot negatively impact the provision of public facilities. Determination of whether or not revisions are "minor" in nature is subject to the judgment of the ~~city administrator~~ planning director in consultation with the development review committee.
- (c) Major revisions. Major revisions include obvious reconfiguration of easements, relocation of interior road connections to exterior roadways or access easements or fire lanes, any modification to the perimeter or boundary of the property, increase in density not considered a minor revision, decrease in parkland or open space, and relocation or addition or deletion of any public improvement (including corresponding easement) or any other change to a preliminary plat that is not a minor revision.

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- CODE OF ORDINANCES
Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT
SECTION 5. FINAL PLAT APPROVAL PROCEDURES

SECTION 5. FINAL PLAT APPROVAL PROCEDURES

5.1. Substantial compliance with preliminary plat.

The final plat shall be in accordance with the preliminary plat or revised preliminary plat, as approved, and shall incorporate all applicable conditions, changes, directions and additions imposed by the ~~P&Z~~ [the planning director](#) upon the preliminary plat. The final plat shall not be submitted prior to approval of the preliminary plat except as otherwise specifically allowed by this ordinance. The final plat shall be approved by the ~~P&Z~~ [planning director](#) in accordance with this subdivision ordinance if it is in compliance with the preliminary plat and all city and other regulations.

5.2. Incomplete.

Final plat applications which do not include the required data, completed application form, submission fee, number of copies of the plat, record drawings, "letter of satisfactory completion" (of the public improvements) from the city, and other required information, including documentation that all required public improvements have been constructed and installed in accordance with city standards, letters from utility companies verifying their easements, and submission of the proper assurances or escrow funds for the completion of the improvements will be considered incomplete ~~and will be disapproved by the planning director. It shall not be accepted for filing by the city, and shall not be considered by the P&Z agenda until the proper information is provided to city staff.~~

5.3. Information for final plat.

- 5.3.1.** All information that is required for a preliminary plat; and except that physical features of or on the land (such as topography, buildings, utility structures, water bodies and tree cover) shall be shown on the final plat. In addition to these items, the final plat shall also provide a place for the county clerk of Hays County to stamp the date and location where the plat will be filed ("Volume or Cabinet ____, Page or Slide ____") in the lower right-hand corner of all sheets of the plat drawing near the title block.
- 5.3.2.** All aspects of the final plat shall conform to the standards of Hays County for plats with respect to clarity, sheet size, lettering size and reproducibility, and the county's formatting requirements for same shall control if different from this chapter. It is the applicant's responsibility to be familiar with the county's standards for filing plats and to comply with same.

5.4. Standards for approval.

No final plat shall be approved by the ~~city administrator~~ [planning director](#) ~~or the P&Z and the city council~~ unless the following standards have been met:

- 5.4.1.** Notice for the final plat was provided in accordance with the notice requirements in section 3.6 of this ordinance;
- 5.4.2.** The plat substantially complies with the approved preliminary plat and other studies and plans, as applicable;
- 5.4.3.** The construction and installation of required public improvements and city utilities has been completed and the improvements have been accepted by the city as conforming to the city's

regulations and design standards (or the proper assurances for construction of the improvements have been submitted and approved by the city); and

- 5.4.4. The plat conforms to applicable zoning, subdivision and any other applicable codes or ordinances of the city that are related to development of a land parcel.

5.5. Letter of compliance.

When all of the improvements are found to be constructed and completed in accordance with the approved plans and specifications and with the city's standards, and upon receipt by the City of Dripping Springs of a maintenance bond or certificate of deposit from each contractor (for those subdivisions in the city limits), one sealed set of "as-built" or "record drawing" plans and a digital copy of all plans (in a format as determined by the city engineer) shall be submitted with a letter stating the contractors' compliance with this chapter, and bearing sealed certification by the design engineer that all public improvements have been constructed in compliance with all city construction standards set forth in the ordinances and other applicable city design documents. After such letter and certification is received, the city council shall receive and accept for the City of Dripping Springs the title, use, and maintenance of the improvements. [The maintenance bond or certificate of deposit shall be reviewed and may be accepted by the public works director or the director's designee.](#) The final plat shall not be approved or filed at the county prior to receipt of the above letter and certification and any other required items, nor prior to acceptance of the improvements by the city.

5.6. Effect of approval.

Approval of a final plat authorizes the property owner, upon fulfillment of all requirements and conditions of approval and upon completion of construction of all required improvements (or submission of the proper assurances for construction of same), to submit the final copies of the plat for filing at Hays County. Lots or units may be sold only when the final plat has been approved by the planning [and zoning commission](#) director and the plat has been filed at Hays County. No conveyance or sale of any portion or lot of the property may occur until after the final plat is approved by the planning [and zoning commission](#) director and filed at Hays County.

5.7. Revisions to final plat prior to filing.

Occasionally, minor revisions are needed before the final plat can be filed at the county. Such minor revisions as correction of bearings or distances, correction of minor labeling errors, addition of erroneously omitted informational items and labels, etc. may occur on the record plat prior to filing it without the planning and zoning having to reapprove the final plat. Determination of whether or not revisions are "minor" in nature is subject to the judgment of the city. Major revisions, such as obvious corrections or reconfiguration of lot lines, unit boundaries or easements, relocation of driveways or access easements or fire lanes, any modification to the perimeter or boundary of the property, and relocation or addition or deletion of any public improvement (including corresponding easement), shall necessitate resubmission and reapproval of the plat as a "revised final plat" unless otherwise approved by the city. The procedures for such reapproval shall be the same as for a final plat, and such reapproval may constitute a new project thus necessitating submission of a new application form, payment of new fees, compliance with amendments to this chapter which occurred since original final plat approval, and other requirements.

5.8. Returns to city.

After approval of the final plat, the applicant shall return copies of the final plat, as approved and recorded, along with any other required documents and necessary fees, to the [city administrator](#) [planning director](#) within 30 calendar days following approval, in accordance with requirements established by the city. Applicant can apply to

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the ~~city administrator~~ [planning director](#) for an extension for the time of recording the final plat. If the plat is not recorded within the time required in this section or as provided by an extension, the final plat shall expire.

SECTION 6. CONSTRUCTION PLAN APPROVAL PROCEDURES

6.1. Substantial compliance with preliminary plat.

The construction plan shall be in accordance with the preliminary plat as approved, and shall incorporate all applicable conditions, changes, directions and additions imposed by the ~~P&Z~~ [the planning director](#) upon the preliminary plat. The construction plan shall not be submitted prior to approval of the preliminary plat. The construction plan shall be approved:

- 6.1.1. By the ~~city administrator~~ [planning director](#) if the ~~city administrator~~ [planning director](#) finds the construction plan substantially complies with the preliminary plat approved by the [approval authority](#) ~~planning and zoning commission~~; or
- 6.1.2. By the ~~planning director~~ [P&Z](#) in accordance with this subdivision ordinance if the ~~city administrator~~ [planning director](#) finds the construction plan does not substantially comply with the preliminary plat.

6.2. Incomplete.

Construction plan applications submissions which do not include the required data, completed application form, submission fee, number of copies, record drawings, ~~"~~ [letter of satisfactory completion](#) ~~"~~ (of the public improvements) from the city, and other required information, including documentation that all required public improvements have been constructed and installed in accordance with city standards, letters from utility companies verifying their easements, and submission of the proper assurances or escrow funds for the completion of the improvements will be considered incomplete, shall not be accepted for submission by the city, and shall not be considered filed by the city for review by the ~~city administrator or for scheduling on a P&Z agenda~~ [planning director](#) until the proper information is provided to city staff.

6.3. Standards for approval.

No construction plan shall be approved by the ~~city administrator~~ [planning director](#) ~~or the P&Z~~ unless the following standards have been met:

- 6.3.1. The plan substantially complies with the approved preliminary plat and other studies and plans, as applicable;
- 6.3.2. The plan conforms to applicable zoning, subdivision and any other applicable codes or ordinances of the city that are related to development of a land parcel.

SECTION 7. REPLATTING¹

¹State law reference(s)—Replattng without vacating preceding plat, V.T.C.A., Local Government Code, § 212.014; additional requirements for certain replats, V.T.C.A., Local Government Code, § 212.015.

7.1. Replat required.

Unless otherwise expressly provided for herein, a property owner who proposes to replat any portion of an already approved and filed final plat, other than to amend or vacate the plat, must first obtain approval for the replat under the same standards and by the same procedures prescribed for the final platting of land by this chapter. All improvements shall be constructed in accordance with the same requirements as for a final plat, as provided herein. The [city administrator/planning director](#) may waive or modify requirements for a replat under certain circumstances where the proposed replat does not involve a large land parcel or an existing structure or business on the subject property, and where the proposed plat revisions are relatively simple in nature. ~~The administrative completeness of a submission for a replat shall be done pursuant to the process in section 3.4.1.~~

7.2. Replatting without vacating.

A replat of a final plat or portion of a final plat may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

- 7.2.1. Is signed and acknowledged by only the owners of the property being replatted.
- 7.2.2. Is approved, after a public hearing on the matter at which parties of interest and citizens have an opportunity to be heard, by the [P&Z planning director](#).
- 7.2.3. Does not attempt to amend or remove any covenants or restrictions previously incorporated in the final plat.
- 7.2.4. When evaluating the size of lots requested by an applicant seeking to replat all or a portion of a single-family residential subdivision without vacation, the city's determination shall include consideration of:
 - (a) The minimum lot area required for the particular zoning district;
 - (b) The average size of existing platted lots or units in the subdivision; and
 - (c) The size of the smallest developable (i.e., "buildable") lot or unit in the subdivision.
- 7.2.5. If a replat requires a variance then the variance must be approved by the planning and zoning commission prior to submission of the filing of the application for the replat. Any waiver requests may be considered concurrently with the replat application.

7.2.6.

- (a) In addition to compliance with the other requirements of this section, a replat without vacation of the preceding plat must conform to the requirements of this subsection if:
 - (1) During the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
 - (2) Any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
- (b) If a replat under subsection (a) requires a variance a notice of the hearing shall be given before the 15th day before the date of the hearing by:
 - (1) Publication in an official newspaper or a newspaper of general circulation in the county in which the municipality is located; and
 - (2) By written notice, with a copy of subsection (c) attached, forwarded by the city to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to

Commented [LM1]: Do we want to update this to allow additional replats without vacations?

be replatted, as indicated on the most recently approved county tax roll or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.

- (3) The notice of a replat approval required by this subsection must include: (A) the zoning designation of the property after the replat; and (B) a telephone number and e-mail address an owner of a lot may use to contact the city about the replat.

7.2.8. If a proposed replat described under this section does not require a variance, the city shall, not later than the 15th day ~~before~~ after the replat is approved by the planning director ~~the date the replat is to be considered by the planning and zoning commission~~, provide written notice by mail of the consideration of the replat to each owner of a lot in the original subdivision to be replatted according to the most recent county tax roll.

Notice of the public hearing required under subsection 7.2.6(b) for a variance for a replat ~~above~~ shall be given no earlier than the 30th day nor less than the 15th calendar day before the date of the hearing by publication in the city's official newspaper. Notice of the public hearing shall also be given by written notice no earlier than the 30th day nor less than the 15th calendar day before the date of the hearing, with a copy or description of any requested waivers, sent to the property owners, as documented on the most recently approved ad valorem tax roll of the city, of lots that are in the original subdivision and that are within 300 feet of the lot(s) to be replatted. In the case of a subdivision in the ETJ, the most recently approved county tax roll shall be used. The written notice may be delivered by depositing the notice, properly addressed with appropriate postage paid, in a post office or postal depository within the boundaries of the city.

7.3. Reference to previous subdivision.

Any replat which adds or deletes lots or units must include the original subdivision and lot boundaries. If a replat is submitted for only a portion of a previously platted subdivision, the replat must reference the previous subdivision name and recording information, and must state on the replat the specific lots which have changed along with a detailed "purpose for replat" statement.

7.4. Vacated plat.

If the previous plat is vacated as prescribed in section 212.013 of the Texas Local Government Code, as amended, a public hearing is not required for a replat of the area vacated. It would, instead, be submitted as a "final plat" and reviewed accordingly, and signed by all owners of the existing subdivision.

7.5. Other requirements.

The replat of the subdivision shall meet all the requirements under current regulations for a final plat for a new subdivision that may be pertinent, as provided for herein.

7.6. Submittal.

A submission for a replat shall be the same as for a final plat, and shall be accompanied one copy of the plat, a completed application form, the required submission fee, and a certificate showing that all taxes have been paid on the subject property and that no delinquent taxes exist against the property, and all other documentation needed for a final plat. The replat shall also bear a detailed "purpose for replat" statement which describes exactly

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what has been changed on the plat since the original (or previous) plat was approved by the city and filed at the county.

7.7. Materials.

A copy of all application materials for a replat shall be submitted to the city for review in the same manner as for a final plat, or the application shall be deemed incomplete.

[7.8. Reserved.]

7.9. Filing with county.

The replat shall be filed at the county in the same manner as prescribed for a final plat, and approval of a replat shall expire if all filing materials are not submitted to the city secretary, and if the replat is not filed at the county within the time periods specified for a final plat.

SECTION 8. AMENDED PLATS

8.1. Requirements.

8.1.1. An amending plat shall meet all of the informational requirements set forth for a final plat, and shall be accompanied by the copy of the plat, a completed application form, the required submission fee, and a certificate or some other acceptable form of verification from the Hays County Central Appraisal District showing that all taxes have been paid on the subject property and that no delinquent taxes exist against the property.

8.1.2. For the purpose of these regulations, the "official filing date" shall be the date upon which a submission for approval of an amending plat, ~~that contains all required elements mandated by the Local Government Code and by this chapter, is deemed complete by the city administrator.~~ To be considered complete, the submission must be accompanied by a check payable to the city in the amount of all applicable fees. It is only after the official filing date that any statutory period required for approval or disapproval of the plat shall commence to run. ~~No application shall be deemed officially filed until the city administrator determines that the submission is complete and a certificate of completeness is issued by the city administrator. Failure by the city administrator to make a determination of incompleteness within ten business days following the date on which the submission was first received by the city, shall result in the submission being deemed complete on the next uniform submittal date, the submission becoming an application, and t~~he "official filing date" shall become the next uniform submittal date following initial receipt of the application by the city. ~~If the application is deemed incomplete by the planning director or the director's designee then the planning director shall disapprove the application.~~

8.1.3. Official filing date.

8.1.3.1. For the purpose of these regulations, the "official filing date" shall be the date upon which a complete submission for approval of an amending plat ~~is filed according to the City Uniform Submittal Calendar, if any, that contains all required elements mandated by the Local Government Code and by this chapter, is deemed complete by the city administrator. To be considered complete, the submission must be rendered to the city within the timelines established by this chapter and. To be considered complete, the submission must be~~ accompanied by a check payable to the city in the amount of all applicable fees. ~~It is only after the official filing date that any statutory period required for approval or disapproval of the plat shall commence to run. No application shall be deemed officially filed until the~~

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~~city administrator determines that the submission is complete and a certificate of completeness is issued by the city administrator. Failure by the city administrator to make a determination of incompleteness within ten business days following the date on which the submission was first received by the city, shall result in the submission being deemed complete, the submission becoming an application, and the "official filing date" shall become the next uniform submittal date.~~

8.1.3.2. Plat applications submissions which do not include all required information and materials, as outlined below and per other city ordinances that may change from time to time, will be considered incomplete, ~~and shall be disapproved by the planning director. shall not be accepted for official submission by the city, and shall not be reviewed by the city administrator until the proper information is provided to city officials including the city's retained planning and engineering consultants, if applicable.~~

8.2. Materials.

A copy of all application materials for an amending plat shall be submitted to the city for review in the same manner as for a final plat, or the application shall be deemed incomplete.

8.3. Administrative approval.

8.3.1. Upon review and a finding that the amending plat is in full conformance with this and all other applicable city ordinances, the ~~city administrator~~ planning director may approve, disapprove, or approve with conditions the amending plat. The amending plat may be recorded and is controlling over the preceding or final plat without vacation of that plat, if the amending plat is signed by the applicants only and if the amending plat is for one or more of the purposes set forth in this section. The procedures for amending a plat shall apply only if the sole purpose of the amending plat is to:

- (a) Correct an error in a course or distance shown on the preceding plat;
- (b) Add a course or distance that was omitted on the preceding plat;
- (c) Correct an error in a real property description shown on the preceding plat;
- (d) Indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments;
- (e) Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
- (f) Correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats;
- (g) Correct an error in courses and distances of lot lines between two adjacent lots if:
 - (1) Both lot or unit owners join in the application for amending the plat;
 - (2) Neither lot or unit is abolished;
 - (3) The amendment does not attempt to remove or modify recorded covenants or restrictions or easements; and
 - (4) The amendment does not have a material adverse effect on the property rights of the owners in the plat;
- (h) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or unit boundary or easement;

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- (i) Relocate one or more lot lines or unit boundaries between one or more adjacent lots or units if:
- (1) The owners of all those lots or units join in the application for amending the plat;
 - (2) The amendment does not attempt to remove or modify recorded covenants or restrictions or easements; and
 - (3) The amendment does not increase the number of lots or units.

8.3.2. All amending plat applications that were disapproved by the ~~city administrator~~ planning director, shall be provided to the applicant with a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, a statute or city ordinance, that is the basis for the disapproval.

8.3.3. If the applicant amends its filed plat application in response to the ~~city administrator~~ planning director's initial disapproval, the applicant may file its amended application at the city on a date or day on which the city is accepting amended filings. The city will then have up to 15 days to approve or disapprove the amending plat application. The ~~city administrator~~ planning director may either: (1) approve plat if the response adequately addresses each reason for the disapproval; or (2) disapprove plat if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a statute or city ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, a statute or city ordinance, that is the basis for the disapproval. A plat that is disapproved after the city has reviewed the response in the form of an amended application may be resubmitted to be processed under the 15-day timeline delineated in this section.

8.4. Title.

The amending plat shall be entitled and clearly state that it is an "amending plat", and it shall include a detailed "purpose for amending plat" statement which describes exactly what has been changed on the plat since the original (or previous) plat was approved by the city and filed at the county. It shall also state the specific lots or units affected or changed as a result of the amending plat, and shall include the original subdivision plat boundary. All references to "final plat" or "replat" shall be removed.

8.5. Process.

Other than noted above, the procedure for approval of plat amendment(s) shall be the same as for final plats.

8.6. Filing with county.

The amending plat shall be filed at the county in the same manner as prescribed for a final plat, and approval of an amending plat shall expire if all filing materials are not submitted to the city secretary, and if the plat is not filed at the county within the time periods specified for a final plat.

SECTION 9. PLAT VACATION

Commented [LM2]: Keep as is because of 212.015.

9.1. By property owner.

The property owner of the tract covered by a plat may vacate, upon review by the P&Z and approval by the planning and zoning commission, the plat at any time before any lot or unit in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat (instrument language is available from the city, upon request).

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9.2. By all lot or unit owners.

If some or all of the lots or unit covered by the plat have been sold, the plat, or any part of the plat, may be vacated on the application of all the owners of lots or units in the plat with approval obtained in the manner prescribed for the original plat.

9.3. Criteria.

The P&Z shall review the application for vacation on such terms and conditions as are in accordance with section 212.013 of the Texas Local Government Code (as amended), and as are reasonable to protect the public health, safety and welfare. As a condition of vacation of the plat, the P&Z may direct the applicants to prepare and seek approval of a revised final plat in accordance with this chapter such that the property does not become "unplatted".

9.4. Effect of action.

On the execution and recording of the vacating instrument, the plat that has been vacated as a result of this instrument shall have no effect. Regardless of the P&Z's and city council's action on the application, the property owner will have no right to a refund of any monies, fees or charges paid to the city nor to the return of any property or consideration dedicated or delivered to the city except as may have previously been agreed to by the P&Z.

9.5. City-initiated plat vacation.

9.5.1. General conditions. The planning and zoning commission, on its motion and following a public hearing on the matter, may vacate the plat of an approved subdivision or addition when:

- (a) No lots or units within the approved plat have been sold within five years following the date that the plat was signed by the city; or
- (b) The property owner has breached an improvement agreement and the city is unable or does not desire to obtain funds with which to complete construction of public improvements, except that the vacation shall apply only to lots owned by property owner or its successor; or
- (c) The plat has been of record for more than five years and the city determines that the further sale of lots or units within the subdivision or addition presents a threat to public health, safety or welfare, except that the vacation shall apply only to lots or units owned by the property owner or its successors.

9.5.2. Procedure. Upon any motion of the P&Z or city council to vacate the plat of any previously approved subdivision or addition, in whole or in part, the city shall publish notice in the city's official newspaper no sooner than the 30th day nor later than the 15th day prior to the date of the public hearing at which the plat vacation shall be heard by the P&Z. The city shall also provide written notice to all property owners within the subdivision or addition, and to all members of the planning and zoning commission. The notice shall state the time and place for a public hearing before the P&Z on the motion to vacate the subdivision or addition plat. The P&Z shall approve the plat vacation only if the criteria and conditions cited above are satisfied.

9.5.3. Record of notice. If the planning and zoning commission approves vacating a plat, the city secretary shall record a copy of the plat vacation instrument in the office of the county clerk of Hays County along with an exhibit showing a drawing of the area or plat vacated. The county clerk shall write legibly on the vacated plat the word "vacated" and shall enter on the plat a reference to the volume and page at which the vacating instrument is recorded. If the planning and zoning commission vacates only a portion of a plat, it shall cause a revised final plat drawing to also be recorded which shows that portion of the original plat that has been

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vacated and that portion that has not been vacated. On the execution and recording of the vacating instrument the plat that has been vacated as a result of this instrument (or the vacated portion of the plat) has no effect.

SECTION 10. MINOR PLATS

10.1. Requirements.

10.1.1. A minor plat, as defined by section 2 of this chapter [ordinance], shall meet all of the informational and procedural requirements set forth for an amending plat, and shall be accompanied by:

- (a) One half-sized copy to scale of the plat;
- (b) A completed application form;
- (c) The required submission fee; and
- (d) A certificate or some other acceptable form of verification from the Hays County Central Appraisal District showing that all taxes have been paid on the subject property and that no delinquent taxes exist against the property.

10.1.2. Official filing submission date. For the purpose of these regulations, the "official filing date" shall be the date upon which a complete submission for approval of a minor plat, ~~that contains all required elements mandated by the Local Government Code and by this chapter, is deemed complete by the city administrator.~~ To be considered complete, the submission must be rendered to the city within the timelines established by this chapter and accompanied by a check payable to the city in the amount of all applicable fees. It is only after the official filing date that any statutory period required for approval or disapproval of the plat shall commence to run. No application shall be deemed officially filed until the ~~city administrator~~ planning director determines that the submission is complete and a certificate of completeness is issued by the ~~city administrator~~ planning director. Failure by the ~~city administrator~~ planning director to make a determination of incompleteness within ten business days following the date on which the submission was first received by the city, shall result in the submission being deemed complete, the submission becoming an application, and the "official filing date" shall become the next uniform submittal date.

10.2. Materials.

A copy of all application materials for a minor plat shall be submitted to the city for review in the same manner as for a final plat, or the application shall be deemed incomplete.

10.3. Drainage plans.

Applicant must submit a drainage plan to city engineer, unless expressly waived in writing by the city engineer.

10.4. Administrative approval.

10.4.1. Upon review and a finding that the minor plat is in full conformance with this and all other applicable city ordinances, the ~~city administrator~~ planning director may approve, disapprove, or approve with conditions. Any decision made on the minor plat by the ~~city administrator~~ planning director shall be final.

10.4.2. All minor plat applications that were disapproved by the ~~city administrator~~ planning director, shall be provided to the applicant with a written statement of the reasons for disapproval that clearly articulates the

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reason for disapproval including citation to the law, a statute or city ordinance, that is the basis for the disapproval.

10.4.3. If the applicant amends its filed plat application in response to the [city administrator/planning director's](#) initial disapproval, the applicant may file its amended application at the city on a date or day on which the city is accepting amended filings. The city will then have up to 15 days to approve or disapprove the amending plat application. The [city administrator/planning director](#) may either: (1) approve plat if the response adequately addresses each reason for the disapproval; or (2) disapprove plat if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a statute or city ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, a statute or city ordinance, that is the basis for the disapproval. A plat that is disapproved after the city has reviewed the response in the form of an amended application may be resubmitted to be processed under the 15-day timeline delineated in this section.

(Ord. No. 2022-15 , § 2, 5-17-2022)

10.5. Notice and hearings.

Notice, a public hearing, and the approval of other lot owners are not required for the approval of a minor plat.

10.6. Title.

The minor plat shall be entitled and clearly state that it is a "minor plat."

10.7. Filing with county.

The minor plat shall be filed at the county in the same manner as prescribed for a final plat, and approval of a minor plat shall expire if all filing materials are not submitted to the city and if the plat is not filed at the county within the time periods specified for a final plat.

SECTION 11. STREET DESIGN STANDARDS

11.1. Transportation plan.

The arrangement, character, extent, width, grade and location of all streets shall conform to the City of Dripping Springs' Transportation Plan and ordinances, and shall be considered in their relation to existing and planned streets or driveways (whether within the City of Dripping Springs, within its ETJ area, or within adjacent municipal or county areas), to topographical conditions, to public safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Reserve or residual strips of land controlling access to or egress from other property, or to or from any street or alley, or having the effect of restricting or damaging the adjoining property for subdivision purposes, or which will not be taxable or accessible for improvements shall not be permitted in any subdivision unless such are required by the city in the public interest (such as to enhance public safety or other public interest). All streets shall be constructed in accordance with this section and with the city's ordinances.

11.2. Requirements.

Proposed streets shall provide a safe, convenient and functional system for vehicular and pedestrian circulation, shall be properly related to the transportation plan and any amendments thereto, and shall be appropriate for the particular traffic characteristics of each proposed subdivision or development. All streets shall be open and unobstructed at all times. The layout of the street network shall, to the greatest extent possible, be sited and aligned along natural contour lines, and shall minimize the amount of cut and fill on slopes in order to minimize the amount of land area that is disturbed during construction, thereby helping to reduce stormwater runoff and preserve natural, scenic characteristics of the land.

11.3. Adequacy of streets and thoroughfares.

11.3.1. Responsibility for adequacy. The property owner shall assure that the subdivision is served by adequate streets and thoroughfares, and shall be responsible for the costs of rights-of-way and street improvements, in accordance with the following policies and standards, and subject to the city's cost participation policies on oversized facilities, and in accordance with the technical standards and transportation plan.

11.3.2. General adequacy policy. Every subdivision shall be served by improved streets and thoroughfares adequate to accommodate the vehicular traffic to be generated by the development. Proposed streets shall provide a safe, convenient and functional system for traffic circulation; shall be properly related to the city's transportation plan, road classification system, comprehensive plan and any amendments thereto; and shall be appropriate for the particular traffic characteristics of each development.

11.3.3. Road network. Pursuant to Chapter 212 of the Texas Local Government Code and Chapter 311 of the Texas Transportation Code, the City has the authority to regulate the road network within the City and extraterritorial jurisdiction. New subdivisions shall be supported by a road network having adequate capacity, ingress/egress, and safe and efficient traffic circulation. The adequacy of the road network for developments of 200 or more dwelling units, or for developments generating 2,000 or more "one-way" trips per day, or for developments involving collector or arterial streets not appearing on the city's adopted transportation plan, shall be demonstrated by preparation and submission, prior to the preliminary plat application, of a traffic impact analysis prepared, which takes into consideration the need to accommodate traffic generated by the development, land to be developed in common ownership and other developed property. In the event that the property to be developed is intended as a phase in a larger development project, or constitutes a portion of the land to be ultimately developed, the planning and zoning commission director may require a demonstration of adequacy pursuant to this section for additional phases or portions of the property as a condition of approval for the proposed preliminary plat. In the event that the applicant submits a traffic impact analysis for an entire phased development project, the city may require an update of the study for each subsequent phase of the development which reflects any applicable changed conditions. If the preliminary plat is in conformance with the transportation plan and if the preliminary plat is for a development of less than 200 dwelling units or for a development generating less than 2,000 "one-way" trips per day, then a traffic impact analysis is not required.

11.3.4. Approach roads and access. All subdivisions with 50 or more lots or units must have at least two points of vehicular access and must be connected via improved roadways to the improved thoroughfare and street system (city, county and state, as may be applicable) by one or more approach roads of such dimensions and improved to such standards as are hereinafter set forth. Requirements for dedication of right-of-way and improvement of approach roads may be increased depending upon the size or density of the proposed development, or if such need is demonstrated by traffic impact analysis. This requirement shall be waived by the city upon demonstration by the applicant that the required access points are prohibited by TxDOT.

- (a) "Two points of vehicular access" shall be construed to mean that the subdivision has at least two improved roads accessing the subdivision from the improved thoroughfare system, and the subdivision

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has at least two road entrances. The planning ~~and zoning commission~~director may, at its discretion and upon a finding that such will not compromise public safety or impede emergency access, accept a single median-divided entrance from the city's improved thoroughfare system provided that the median extends into the subdivision for an unbroken length of at least 200 feet to an intersecting internal street which provides at least two routes to the interior of the subdivision. For example, the entrance street is not a dead-end or cul-de-sac, and it does not create a "bottleneck" allowing only one emergency route into the interior of the subdivision.

- (b) The subdivision shall be designed to provide adequate emergency access for public safety vehicles. Each residential lot in the subdivision shall have a minimum frontage on a dedicated public street as required by applicable zoning or 35 feet, whichever is greater, unless other provisions have been authorized through planned development district approval. Each nonresidential lot shall have a minimum frontage on a dedicated public street as required by applicable zoning or 50 feet, whichever is greater, unless other provisions have been authorized through planned development approval.
- (c) At the discretion of the city engineer, the second access point may take the form of an unimproved dedicated public right-of-way without requiring improvement. The city engineer may waive the requirement for a second access point if justified by the presence of a multiple-lane entrance and exit, the width of the single access point, and any geographical or topographical considerations.

11.4. Off-site improvements.

Where a traffic impact analysis (TIA) demonstrates the need for such facilities, or where the city believes public safety is at risk, the property owner shall make such improvements to off-site collector and arterial streets and intersections as are necessary to mitigate traffic impacts generated by the development or in conjunction with related developments. The city may participate in the costs of oversize improvements with the property owner as set out herein, and subject to the city's cost participation policies on oversized improvements. The extent of the public exaction for off-site improvements, and the city's level of participation in cost-sharing, may be established through an agreement.

11.5. Street dedications.

11.5.1. Dedication of right-of-way. The property owner shall provide all rights-of-way required for existing or future streets, and for all required street improvements, including perimeter streets and approach roads, as shown in the transportation plan and as required by the ordinances or by other valid development plans approved by ~~planning and zoning commission~~ [planning director or other approval authority](#). In the case of perimeter streets, half of the total required right-of-way width, as measured from the centerline, for such streets shall be provided unless the proposed development is on both sides of the street, in which case the full right-of-way width shall be provided, or unless there is some other compelling reason to require more than half of the right-of-way width (such as avoiding the infringement upon or demolition of existing structures, avoiding crossing a creek or floodplain or some other obstacle, or other similar circumstance). In some instances, more than half of the required width shall be required when a half-street is impractical or unsafe and depending upon the actual or proposed alignment of the street, such as in the case of a curved street, as may be required by the planning ~~director or other approval authority~~ [and zoning commission](#).

11.5.2. Perimeter streets. Where an existing half-street is adjacent to a new subdivision or addition, the other half of the street shall be dedicated, and an appropriate amount of the street shall be improved, by the developer of the new subdivision or addition.

11.5.3. Slope easements. The dedication of easements, in addition to dedicated rights-of-way shall be required whenever, due to topography, additional width is necessary to provide adequate earth slopes. Such slopes shall be no steeper than three feet horizontal run to one foot vertical height, or a three-to-one (3:1) slope.

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11.6. Street construction.

All streets and thoroughfares shall be paved to city standards and within rights-of-way as required by the transportation plan and this chapter, and in accordance with the ordinances and other city standards as may be from time to time amended or adopted. The planning [and zoning commission](#) director may approve alternate paving designs for residential subdivisions in accordance with the ordinances.

11.7. Intersections and devices.

Intersection improvements and traffic-control devices shall be installed as warranted in accordance with the traffic impact analysis required by subsection (f) [section 11.11], or as may be required by the city for traffic safety and efficiency. Construction and design standards shall be in accordance with city standards and the ordinances.

11.8. Phased development.

Where a subdivision is proposed to occur in phases, the applicant, in conjunction with submission of the preliminary plat, shall provide a proposed schedule of development. The schedule shall set forth the intended plan of development and dedication of rights-of-way for streets and street improvements, whether on-site or off-site, intended to serve each proposed phase of the subdivision. The planning [and zoning commission](#) director shall determine whether the proposed streets and street improvements are adequate pursuant to standards herein established, and may require that a traffic impact analysis be submitted for the entire project or such phases as the planning [and zoning commission](#) director determines to be necessary to adjudge whether the subdivision will be adequately served by streets and thoroughfares.

11.9. Private streets.

Subdivisions having private streets may be established only under the terms set forth in this section, and pursuant to any other ordinances or guidelines for private street developments as may be adopted for use by the city either as part of this chapter or as separate ordinances or policies. All private streets shall be designed and constructed in accordance with the city's standards for publicly dedicated streets. The term "private street" shall be inclusive of alleys, if such are to be provided within the subdivision.

11.9.1. Subdivision eligibility criteria. Private streets shall be permitted only within a subdivision satisfying each of the following criteria:

- (a) The streets to be restricted to private use are not intended for regional or local through traffic circulation; and
- (b) The subdivision is not located adjacent to an existing or approved public street subdivision that can be reasonably connected, even though the street connection would require construction of a bridge or culvert (in that instance, the two subdivisions shall be connected as public street subdivisions unless the bridge or culvert would be so expansive as to be impractical or unfeasible); and
- (c) A mandatory property owners' (homeowners' or condominium) association, which includes all property to be served by the private streets, will be formed; and
- (d) The subdivision conforms to any other special guidelines for private street developments as may be approved separately by the planning [and zoning commission](#) director.

11.9.2. Exclusion of certain streets. Roads or streets that are shown on the city's transportation plan, such as highways, major or minor thoroughfares or arterials, or collectors, shall not be used, maintained or constructed as private streets, and a private street subdivision shall not cross or interfere with an

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existing or future collector or arterial street. Also, the P&Z may deny the creation of any private street if, in their sole judgment, the private street would negatively affect traffic circulation on public streets, or if it would impair access to the subject or adjacent property; impair access to or from public facilities including schools or parks; or if it would cause possible delays in the response time of emergency vehicles.

- 11.9.3. Access onto public thoroughfare.** A private street subdivision shall provide a minimum of 80 feet of access frontage on a public collector or arterial street for subdivision entrances in order to accommodate a median-divided entrance with appropriate vehicle stacking, queuing and turnaround area. Primary access into a private street subdivision shall be from a major roadway, which has a minimum right-of-way of 60 feet, or from a larger roadway, as shown on the city's transportation plan. Restricted access entrances shall not be allowed from residential collector streets, minor residential or local streets, nor from alleys or private driveways or parking lots. A private street subdivision shall provide a minimum of 80 feet queuing distance between edge of pavement of public roadway and subdivision gate. As an alternative to the queuing distance the applicant may dedicate and promptly construct deceleration/acceleration turning lanes.
- 11.9.4. Parks, greenbelts and wildlife preserves excluded.** A private street subdivision shall not cross or interfere with public access to or enjoyment of an existing or future public pedestrian pathway, hike and bike trail, greenbelt, park or wildlife preserve as shown on the City of Dripping Springs' Parks and Open Space Plan or as already dedicated for public use.
- 11.9.5. Property owners', homeowners' or condominium association.** Subdivisions developed with private streets shall have a mandatory property owners' association which includes all property and lots served by the private streets. The association shall own and be responsible for the maintenance of private streets and appurtenances. The association documents shall be reviewed and approved by the [city administrator/planning director](#) and the city's attorney to ensure that they conform to these and other applicable city rules and regulations. The documents shall be filed of record at the county prior to final plat approval in order to ensure that there is an entity in place for long-term maintenance of private streets and appurtenances. The association may not be dissolved without the prior written consent of the city council. No portion of the association documents pertaining to the maintenance of private streets and alleys, and assessments therefor, may be amended without the written consent of the city council. The city will not assist in enforcing deed restrictions.
- 11.9.6. Private street lot.** Private streets must be constructed within a separate lot or unit owned by the property owners' association. This lot or unit must conform to the city's standards for public street rights-of-way. An easement covering the street lot or unit shall be granted to the city providing unrestricted access to and use of the property for any purpose deemed necessary by the city. This right shall also extend to all utility providers operating within the city and to other necessary governmental service providers, such as the U.S. Postal Service. The easement shall also permit the city to remove any vehicle or obstacle within the street lot or unit that may impair emergency access.
- 11.9.7. Construction and maintenance cost.** The city shall not pay for any portion of the cost of constructing or maintaining a private street.
- 11.9.8. Infrastructure and utilities.** Any public water, sewer and drainage facilities, streetlights, and traffic-control devices, such as traffic signs, placed within the private street lot shall be designed and constructed to city standards, and shall be accepted by and dedicated to the city prior to filing the record plat for the subdivision. All private traffic-control devices and regulatory signs shall conform to the "Texas Manual of Uniform Traffic Control Devices", as amended, and to city standards. All city regulations relating to infrastructure financing, developer cost participation, and capital cost recovery shall apply to developments with private streets, with the exception of those applying to street construction.

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- (a) The metering for utilities such as water, gas and electricity shall be located on the individual lots to be served, not grouped together in a centralized location(s), such as "gang-box" style metering stations, which shall not be permitted.

11.9.9.Plans and inspections. Development applications for subdivisions with private streets must include the same plans and engineering information required for public streets and utilities. City requirements pertaining to review and approval of improvements shall apply, and fees charged for these services shall also apply. The city may inspect private streets, and require any repairs necessary to ensure efficient emergency access and to protect the public health, safety, convenience and welfare.

11.9.10.Restricted access. The entrances to all private streets shall be clearly marked with a sign, placed in a prominent and visible location, stating that the streets within the subdivision are private, and that they are not maintained nor regularly patrolled by the city. All restricted access entrances must be manned 24 hours every day, or they must provide a reliable, alternative means of ensuring city and emergency access to the subdivision, preferably with an opticom-type system for emergency access, by the city and other utility or public service providers, such as postal carriers and utility companies, with appropriate identification. The method to be used to ensure city and emergency access into the subdivision shall be approved by the planning ~~and zoning commission~~ director and by all applicable emergency services providers prior to engineering release for construction of the development. If the association fails to maintain reliable access as required herein, the city may enter the subdivision and remove any gate or device which is a barrier to access at the sole expense of the association. The association documents shall contain provisions in conformity with this section which may not be amended without the written consent of the city council.

11.9.11.Access restricted entrance design standards. Any private street (and any other type of gated entrance) which has an access control gate or cross-arm must have a minimum uninterrupted pavement width of 24 feet at the location of the gate or access control device, both ingress point and egress point, regardless of the type of device used. If an overhead, or lift-up, barrier is used, it must be a minimum of 16 feet in height above the road surface, and this clearance height shall be extended for a minimum distance of 50 feet in front of and behind the location of the device. All gates and cross-arms must be of a breakaway design. A minimum vehicle stacking distance of 100 feet shall be provided from the right-of-way line of the public road from which the private street subdivision is accessed to the first vehicle stopping point, which is usually an access request keypad, a telephone, or a guard's window. Adequate distance shall be provided between the access request point(s) and the entry barrier, or gate, to accommodate a vehicle turnaround as described below.

11.9.12. A paved turnaround space must be located in front of (i.e., prior to passage of) any restricted access entrance barrier, between the access request device and the barrier or gate, to allow vehicles that are denied access to safely exit onto public streets without having to back up, particularly into the public street upon which the entrance is located. The design and geometry of such turnaround shall be of such pavement width and having such inside turning radius that it will accommodate smooth, single-motion U-turn movements by the following types of vehicles:

- (a) Larger passenger vehicles, such as full-sized vans and pickup trucks;
- (b) Passenger vehicles with short trailers up to 24 feet in length, such as small flatbed, camping or box-type trailers; and
- (c) The types of service and utility trucks that typically visit or make deliveries to neighborhoods that are similar to the proposed private street development, such as utility service vehicles, postal or UPS delivery trucks, and two- to three-axle flatbed or box-type trucks used by contractors and moving companies.

The ~~city administrator~~ [planning director](#) and the P&Z may require submission of additional drawings, plans or exhibits demonstrating that the proposed turnaround will work properly, and that vehicle

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turnaround movements will not compromise public safety on the entry roadway or on the adjacent public street(s).

A site plan showing the design and location of all proposed access restricted entrances shall be submitted for review by the city engineer, along with the construction plans for the subdivision, and must be approved by the planning [and zoning commission director](#) along with approval of the preliminary plat.

11.9.13. Waiver of services. The subdivision final plat, property deeds and property owners' association documents shall note that certain city services shall not be provided for private street subdivisions. Among the services which will not be provided are: Routine law enforcement patrols, enforcement of traffic and parking regulations, and preparation of accident reports. Depending upon the characteristics of the development and upon access limitations posed by the design of entrances into the subdivision, other services (such as sanitation) may not be provided, as well.

11.9.14. Private streets: Application to convert to public streets. The property owners' association documents shall contain provisions that describe how the association may make application [to] the city to accept private streets and any associated property as public streets and right-of-way upon written notice to all association members and upon the favorable vote of a majority of the membership. However, in no event shall the city be obligated to accept said streets as public. Should the city elect to accept the streets as public, then the city has the right to inspect the private streets and to assess the lot or unit owners for the expense of needed repairs concurrent with the city's acceptance of the streets. The city shall be the sole judge of whether repairs are needed. The city may also require, at the association's or the lot or unit owners' expense, the removal of any guard houses, access control devices, landscaping or other aesthetic amenities located within the street lot or within any other common area. The association documents shall provide for the city's right to such removal and assessment. Those portions of the association documents pertaining to the subject matter contained in this section shall not be amended without the written consent of the city council.

11.9.15. Hold harmless. On the subdivision final plat shall be language whereby the property owners' association, as owner of the private streets and appurtenances, agrees to release, indemnify, defend and hold harmless the city, any other governmental entity, and any public utility entity for damages to the private streets that may be occasioned by the reasonable use of the private streets by same, and for damages and injury (including death) arising from the condition of the private streets, out of any use of access gates or cross-arms, or out of any use of the subdivision by the city or governmental or utility entity (such plat language is available from the city).

11.10. Escrow policies and procedures.

11.10.1. Request for escrow. Whenever this chapter requires a property owner to construct a street or thoroughfare, or other type of public improvement, the property owner may, if there exist unusual circumstances, such as a timing issue due to pending roadway improvements by another agency such as TxDOT or Hays County, that would present undue hardships or that would impede public infrastructure coordination or timing, request the city to construct the street or thoroughfare, usually at a later date, in exchange for deposit of escrow as established in this section. If more than one street or thoroughfare must be constructed in order to meet adequacy requirements for roadways, as demonstrated by a traffic impact analysis, the [city administrator/planning director](#) may prioritize roadways for which escrow is to be accepted and require the deposit of all funds attributable to the development in escrow accounts for one or more of such affected roadways. The city council shall review the particular circumstances involved (a traffic impact analysis may be required to facilitate the city council's deliberations on the matter), and shall determine, at its sole discretion, whether or not provision of escrow deposits will be acceptable in lieu of the property owner's obligation to construct the street or thoroughfare with his or her development.

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11.10.2. Escrow deposit with the city. Whenever the city council agrees to accept escrow deposits in lieu of construction by the owner of the property under this chapter, the property owner or developer shall deposit in escrow with the city an amount equal to his or her share of the costs of design, construction, permits, reviews and approvals, inspections, any additional land acquisition, and an appropriate (and realistic) inflation factor to ensure that the actual "future dollar" costs will be covered when actual construction occurs in the future. Such amount shall be reviewed and approved by the ~~city administrator~~ [planning director](#) and by the city engineer, and shall be paid prior to release of construction plans by the city engineer. The obligations and responsibilities of the property owner shall become those of the property owner's transferees, successors and assigns; and the liability therefore shall be joint and several.

11.10.3. Determination of escrow amount. The amount of the escrow shall be determined by using 110 percent of the maximum comparable "turnkey" bid price of construction of the improvements (including design, permits, reviews and approvals, inspections and any additional land acquisition that may be needed). Such determination of the escrow amount shall be made as of the time the escrow is due hereunder, and shall be subject to the review and approval of the ~~city administrator~~ [planning director](#) and the city engineer.

11.10.4. Termination of escrow. Escrows, or portions of escrowed amounts, which have been placed with the city under this section and which have been held for a period of ten years from the date of such payment or agreement, in the event that the city has not authorized the preparation of plans and specifications for construction of such roadway facilities for which the escrow was made, shall, upon written request, be returned to the property owner, along with one-half of its accrued interest. Such return does not remove any obligations of the property owner for construction of the required facilities if a building permit has not been issued on the subject lot or if a new building permit is applied for.

11.10.5. Refund. If any street or highway for which escrow is deposited is constructed by a party other than the city or is reconstructed by another governmental authority at no cost to the city, the escrowed funds and accrued interest shall be refunded to the property owner or applicant who originally paid the escrow amount after completion and acceptance of the public improvements. In the event that a portion of the cost is borne by the city and the other portion of the cost by another party or governmental authority, the difference between the property owner's actual proportionate cost and the escrowed funds, including accrued interest, if any, shall be refunded after completion and acceptance of the improvements.

11.10.6. Interest limitation. If money is refunded within six months of deposit, only the principal will be refunded. Monies returned after this date will be refunded with one-half of its accrued interest.

11.11. Traffic impact analysis.

Any proposed development project or plat involving a significant change to a proposed roadway alignment from that shown on the City of Dripping Springs' Transportation Plan (or involving a development of 200 or more dwelling units, or for developments generating 2,000 or more "one-way" trips per day) shall be preceded by submission, city staff and P&Z review, and city council approval of a traffic impact analysis. Such a proposed roadway alignment change shall also be preceded by (or simultaneous with) an amendment to the city's transportation plan showing the new proposed alignment. Failure to provide for such approvals prior to submission of a preliminary plat shall be grounds for denial of the plat submission as incomplete.

11.11.1. Required analysis components. A traffic impact analysis shall include the following elements:

- (a) General site description. The traffic impact analysis shall include a detailed description of the roadway network within one mile of the site, a description of the proposed land uses, the anticipated states of construction, and the anticipated completion date of the proposed land development shall be provided. This description, which may be in the form of a map, shall include the following items: (1) all major intersections; (2) all proposed and existing ingress and egress locations; (3) all existing roadway widths and rights-of-way; (4) all existing traffic signals and

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traffic-control devices; and (5) all existing and proposed public transportation services and facilities within a one mile radius of the site.

- (b) Proposed capital improvements. The traffic impact analysis shall identify any changes to the roadway network within one mile of the site that are proposed by any government agency or other developer. This description shall include the above items as well as any proposed construction project that would alter the width or alignment of roadways affected by the proposed development.

11.11.2. Roadway impact analysis.

- (a) Transportation impacts:
- (1) Trip generation. The average weekday trip generation rates (trip ends), the average weekend trip generation rates (for uses other than residential or institutional), the highest average a.m. and p.m. hourly weekday trip generation rates, and the highest hourly weekend generation rates (for uses other than residential or institutional) for the proposed use shall be determined based upon the trip generation rates contained in the most recent edition of the Institute of Transportation Engineers' Trip Generation book; or shall be based upon data generated by actual field surveys of area uses compatible to the proposed use and approved by the [city administrator/planning director](#) and the city engineer.
 - (2) Trip distribution. The distribution of trips to arterial and collector roadways within the study area (general site description) above shall be in conformity with accepted traffic engineering principles, taking into consideration the land use categories of the proposed development; the area from which the proposed development will attract traffic; competing developments (if applicable); the size of the proposed development; development phasing; surrounding existing and anticipated land uses, population and employment; existing and projected daily traffic volumes; and existing traffic conditions identified.
- (b) Adequacy determination. The roadway network included within the traffic impact analysis shall be considered adequate to serve the proposed development if existing roadways identified as arterials and collectors can accommodate the existing service volume, and the service volume of the proposed development, and the service volume of approved but unbuilt developments holding valid, unexpired building permits at a level of service "C" or above (refer to the city's transportation plan for discussion of levels of service).

11.11.3. Intersection analysis.

- (a) Level of service analysis. For intersections within the roadway traffic impact analysis area (general site description), a level of service analysis shall be performed for all arterial to arterial, arterial to collector, collector to arterial, and collector to collector intersections, and for any other pertinent intersections identified by the [city administrator/planning director](#) or by the city engineer. Also, level of service analyses will be required on all proposed site driveway locations for all nonresidential developments. The city may waive analysis of minor intersections and site driveway locations within the one-mile radius. The level of service analysis shall be based upon the highest hourly average a.m. or p.m. peak weekday volume or highest average hourly peak weekend volume as determined from a two-day survey of weekday volumes and, where necessary, a one-day survey of weekend volumes. The level of service analysis shall take into consideration the lane geometry, traffic volume, percentage of right-hand turns, percentage of left-hand turns, percentage (and typical size) of trucks, intersection width, number of lanes, signal timing and progression, roadway grades, pedestrian and bicycle flows, school routes, number of accidents, and peak hour factor.

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- (b) Adequacy analysis. The intersections included within the traffic impact analysis shall be considered adequate to serve the proposed development if existing intersections can accommodate the existing service volume, the service volume of the proposed development, and the service volume of approved but unbuilt developments holding valid, unexpired building permits at level of service "C" or above.

11.11.4. Effect of adequacy determination. If the adequacy determination for roadways and intersections indicates that the proposed development would cause a reduction in the level of service for any roadway or intersection within the study area that would cause the roadway to fall below the level of service required hereto, the proposed development shall be denied unless the developer agrees to one of the following conditions:

- (a) The deferral of building permits until the improvements necessary to upgrade the substandard facilities are constructed;
- (b) A reduction in the density or intensity of development;
- (c) The dedication or construction of facilities needed to achieve the level of service required herein; or
- (d) Any combination of techniques identified herein that would ensure that development will not occur unless the levels of service for all roadways and intersections within the traffic impact analysis study are adequate to accommodate the impacts of such development.

11.12. Streets not on transportation plan.

For streets that are not shown on the city's transportation plan, such as local residential streets, the arrangement of such streets within a subdivision shall:

- 11.12.1.** Provide for the continuation or appropriate projection of existing streets from or into surrounding areas;
- 11.12.2.** Conform to a plan for the neighborhood approved or adopted by the city council to meet a particular situation where topographical or other conditions make continuance or conformity to existing streets impractical;
- 11.12.3.** Provide for future access, such as by stubbing streets for future extension, to adjacent vacant areas which will likely develop under a similar zoning classification or for a similar type of land use; and
- 11.12.4.** Not conflict in any way with existing or proposed driveway openings (including those on the other side of an existing or planned median-divided arterial, in which case new streets shall align with such driveway openings such that median openings can be shared).

11.13. Residential collector streets.

Residential collector streets and minor residential streets shall be laid out such that their use by through traffic will be discouraged, such as via circuitous routes or multiple turns or offsets, but such that access is provided to adjacent subdivisions.

- 11.13.1.** Wherever the right-of-way width of a collector or residential street must transition to a greater or lesser width, such transition shall occur along the front, side or rear lot lines of adjacent lots (for a reasonable distance) and shall not occur within the street intersection itself. In other words, the right-of-way width shall be the same on both sides of the street intersection.
- 11.13.2.** To the greatest extent possible, the number of lots fronting along residential collector streets shall be minimized in order to ensure adequate traffic safety and efficiency. No more than 20 percent of the

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total centerline length of a collector street may have residential lots fronting onto the collector on each side of the street. For example, a collector street having a total centerline length (from one terminus to another) of 1,000 feet may have lots fronting onto it with a total frontage distance of 200 feet on each side of the street. Calculations shall be submitted with the preliminary plat application verifying that lots fronting onto a collector street do not exceed the above.

11.13.3. At least 50 percent of the total centerline length of all streets (including collector streets) within a residential subdivision (or within each phase of a residential subdivision, unless otherwise approved by planning and zoning commission, [planning director, or other approval authority](#) to apply to the subdivision in its entirety rather than each individual phase) shall be curvilinear in design. Calculations shall be submitted with the preliminary plat application verifying that the above curvilinear street requirement is being met.

11.14. Relation to arterial.

Where a subdivision abuts or contains an existing or proposed arterial street, the planning [and zoning commission/director](#) may require marginal access streets, reverse frontage (lots which back onto the arterial), deep lots with rear service alleys, or such treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

11.15. Reserve strips.

Reserve strips controlling access to streets shall be prohibited except where their control is required by the city and approved by the planning [and zoning commission/director](#).

11.16. Intersecting streets.

Intersecting, undivided streets with centerline offsets of less than 150 feet shall be avoided. Intersecting streets onto an existing or future divided roadway must be configured such that the centerline offset will accommodate the appropriate median opening and left turn lanes (with required transition and stacking distances) on each divided roadway, and shall be aligned with any existing or proposed streets or driveways on the opposite side of the divided roadway (in order to share the median opening).

11.17. Intersections with major thoroughfares.

A street intersection with a major thoroughfare shall be at a 90-degree angle and shall be tangent to the intersecting street for at least 100 feet. All other street intersections shall be laid out so as to intersect as nearly as possible at a 90-degree angle or radial to the centerline of the intersecting street for the full right-of-way of the intersecting street, and tangent to the intersecting street for at least 50 feet. No street shall intersect at an angle that is less than 85 degrees.

11.18. Rights-of-way.

Street right-of-way widths shall be as shown on the transportation plan and as defined by the corresponding roadway cross-sections on the transportation plan and in the city's ordinance.

11.19. Half-streets.

Construction of half-streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of this chapter and the transportation plan, and where the

city council makes a determination that there is no immediate benefit to be gained by constructing the full street section since no access from the street will be needed by the subdivision in question. The city council may also find that it would be more practical, or cost effective, to delay construction of the other half of a street until when the adjoining property is developed.

11.20. Owner's responsibility.

If the property owner is responsible for one-half of the street, then the property owner shall either construct the facility along with the development or shall provide escrow for the construction cost of his or her share of the facility (including all applicable street appurtenances such as median openings, left turn lanes into the development, sidewalks with barrier-free ramps, drainage structures, etc.) unless the city participates in the construction of the facility. Whenever a partial street has been previously platted along a common property line, the other portion of the street right-of-way shall be dedicated such that the right-of-way is increased to the street's ultimate planned width. Improvements shall be made to all on-site facilities.

11.21. Maximum block length.

The following applies to subdivision block or street segment design (including a looped street) as measured along the street centerline and between the point(s) of intersection with other through streets, but does not include blocks with cul-de-sacs or dead-ends:

11.21.1. Urban subdivisions. Residential blocks in an urban subdivision shall not exceed 1,200 feet between the centerlines of street intersections; however, if blocks are parallel to and adjacent to an arterial road as defined by the county, such blocks shall not exceed 1,600 feet between the centerlines of street intersections. Commercial and industrial blocks in areas zoned for each shall not exceed 2,000 feet between the centerlines of street intersections.

11.21.2. Rural and suburban subdivisions. Residential and suburban subdivision blocks shall not exceed 2,000 feet between the centerlines of street intersections.

11.21.3. Minimum block length is 400 feet.

11.22. Cul-de-sac.

In general, a cul-de-sac street shall not be longer than 2,000 feet, and at the closed end shall have a turnaround bulb with an outside pavement diameter of at least 80 feet and a right-of-way diameter of at least 110. The length of a cul-de-sac shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac bulb. Cul-de-sacs may be up to 3,000 feet in length if each lot accessing the cul-de-sac has at least 200 feet of street frontage.

11.22.1. The P&Z may approve, waivers for overlength streets or cul-de-sacs, whether temporary or permanent, upon considering the following:

- [(a)—(c) Reserved;]
- (d) Alternative designs which would reduce street or cul-de-sac length;
- (e) The effect of overlength streets upon access, congestion, delivery of municipal services, and upon convenience to residents of the subdivision in traveling to and from their homes; and
- (f) Means of mitigation, including but not limited to additional mid-block street connections, limitation on the number of lots to be served along an overlength street segment or cul-de-sac, temporary (or permanent) points of emergency access, and additional fire protection measures.

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11.23. Dead-end streets.

Except in unusual cases, no dead-end streets will be approved unless such dead-end streets are provided to connect with future streets on adjacent land. In the case of dead-end streets which will eventually be extended into the adjacent subdivision, no more than one lot or unit (per side) can front onto the dead-end street stub unless a temporary turnaround bulb (with the appropriate temporary street easement) is provided at the end. A temporary dead-end street shall not exceed the maximum allowed length of a normal cul-de-sac, and the temporary turnaround bulb must be constructed like a cul-de-sac (the city engineer may authorize the use of asphalt or other durable paving material than concrete for the arc, or "wing", portions of the temporary turnaround bulb in order to minimize the cost of removing those portions later on). A note shall be placed on the final plat clearly labeling any temporary dead-end streets (if any) that will at some point be extended into the adjacent property, and signage shall be placed at the end of the constructed street stub, such as on the barricade, also stating that the street will be extended in the future. Signage and lettering must be large enough to be legible by a person with normal vision at a 20-foot distance. Any required temporary turnaround easements shall be shown on the final plat along with their appropriate recording information, if they are off-site or established by separate instrument.

11.24. Extension of existing streets.

New streets which extend existing streets shall bear the names of the existing streets, and shall be dedicated at equal or greater right-of-way widths than the existing streets for an appropriate transition length, if applicable.

11.25. Construction of new streets.

All new streets dedicated within a subdivision shall be constructed in accordance with paving widths and specifications as set forth in the ordinances of the City of Dripping Springs at the time at which the preliminary plat application is officially submitted and deemed a complete application.

SECTION 12. ALLEYS AND EASEMENTS

12.1. Alleys.

12.1.1. Service alleys in nonresidential districts, if provided or constructed by the developer, shall be a minimum right-of-way width of 30 feet and a pavement width of 24 feet.

12.1.2. Residential alleys shall be permitted in single-family subdivisions within the city and its ETJ under the following standards:

- (a) In residential districts, alleys shall be parallel, or approximately parallel, to the frontage of the street.
- (b) Alleys in residential districts shall provide a minimum of 20 feet of right-of-way and 12 feet of pavement.

12.1.3. General alley design standards.

- (a) Alleys shall be paved in accordance with the City of Dripping Springs' TCSS and construction standards that are in effect at the time the preliminary plat application is officially submitted and deemed a complete application.
- (b) Where the deflection of alley alignment occurs, the design of the paving and property line shall be as established by the TCSS.

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- (c) Dead-end or "hammerhead" alleys shall not be allowed. Alleys must have adequate turnouts and street entrances such that vehicular traffic flow is continuous and efficient. Where a temporary dead-end alley situation is unavoidable, a temporary turnaround bulb or turnout onto a street, either of which will need a temporary easement for street or alley purposes, shall be provided as determined by the city engineer.
 - (d) Alleys may not exceed a maximum length of 1,600 feet, as measured along the centerline of the alley and between intersections with other alleys or entrances onto streets (at the right-of-way line of the street at the alley entrance). The [P&Z planning director](#) may recommend, and the planning and zoning commission may approve, variances for overlength alleys upon consideration of the following:
 - (1) Alternative designs which would reduce alley length;
 - (2) The effect of overlength alleys upon access, congestion, delivery of municipal services, and upon convenience to residents of the subdivision in accessing rear driveways and in driving around to the front of their homes; and
 - (3) Means of mitigation, including but not limited to additional mid-block alley turnouts, limitation on the number of lots to be served along a single alley segment, temporary points of access, and additional fire protection measures.
 - (e) Alley intersections shall be perpendicular and at a 90-degree angle or radial to the intersecting alley centerline for the full alley right-of-way width, and intersection pavement shall be of sufficient width and inside radius to accommodate waste collection and emergency vehicles. Intersections shall be three-way wherever possible and four-way intersections shall be avoided. No alley intersection serving more than four directions shall be allowed.

12.2. Easements.

12.2.1. The minimum width for city utility easements shall be 20 feet or as otherwise required by the city engineer. The width of easements for other utility providers, such as for gas, electric, telephone or cable television, shall be as required by that particular entity. It shall be the applicant's responsibility to determine appropriate easement widths required by other utility companies.

12.2.2. Where a subdivision is traversed by a watercourse, drainageway or channel, there shall be provided a storm drainage easement conforming substantially with the 100-year floodplain of such course and of such additional width as may be designated by the city engineer, subject to determination according to proper engineering considerations. The required width shall conform to the requirements set forth by the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers, and/or the city. Parallel streets or parkways shall be required adjacent to certain portions of creek[s] or drainageways to provide maintenance access and/or public access and visibility into public open space or recreation areas. The number of lots that back or side onto creeks, drainageways, public parks and open spaces, and public school sites shall be severely limited, and possibly prohibited, such that public access, visibility, safety and security within these areas are maximized. Other utilities may be permitted within a drainage or floodway easement only if approved by the city engineer and any other applicable entity requiring the drainage or floodway easement.

12.2.3. A lot's or unit's area shall be computed inclusive of all easements. However, there shall be a minimum buildable area, exclusive of required easements, buffer zones and setbacks for each lot or unit.

12.2.4. Where alleys are not provided in a residential subdivision, a minimum 20-foot wide utility easement shall be provided along the front of all lots, adjacent to and flush with the street right-of-way line for the potential placement of utility facilities.

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12.2.5. For new development, all necessary on-site easements shall be established on the subdivision plat and not by separate instrument, and they shall be labeled for the specific purpose, and to the specific entity if other than the city, for which they are being provided. Examples include, but are not limited to, the following: A water, sanitary sewer or drainage easement, which is dedicated to the city for a water or sanitary sewer line or for a drainage structure; an access easement, which is dedicated to the public for unrestricted access purposes; a fire lane easement, which is dedicated to the city and its fire suppression and emergency medical service providers for access purposes; an electrical, gas or telephone easement, which is dedicated to the specific utility provider that requires the easement; and so on.

SECTION 13. BLOCKS

13.1. Length, width and shape.

The length, width and shapes of blocks shall be determined with due regard to:

- 13.1.1.** Provision of adequate building sites suitable to the special needs of the type of use contemplated;
- 13.1.2.** Zoning requirements as to lot or unit sizes, setbacks and dimensions (if within the city's limits); and
- 13.1.3.** Needs for convenient access, circulation, control and safety of street traffic and for pedestrians or bicyclists traveling to a public park or school site or other facility within or close to the neighborhood.

13.2. Intersecting streets.

Intersecting streets, which determine the lengths and widths of blocks, shall be provided at such intervals as to serve cross-traffic adequately, to provide adequate fire protection, and to conform to customary subdivision practices. Where no existing subdivision or topographical constraints control, the block lengths shall not exceed 1,200 feet in length. Where no existing subdivision or topographical constraints control, the blocks shall not be less than 400 feet in length; however, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied, the length may be increased or decreased (through issuance of a waiver by the [planning and zoning commission director](#) with plat approval) to meet the existing conditions having due regard for connecting streets, circulation of traffic and public safety.

SECTION 14. LOTS

14.1. Requirements.

Lots or units shall conform to the minimum requirements of the established zoning district, if located within the city's city limits.

14.2. Frontage.

Each lot or unit on a subdivision plat shall front onto a dedicated, improved public street unless platted as an approved private street subdivision in accordance with this chapter. Lot width and access shall conform with the provisions of the City of Dripping Springs' Zoning Ordinance (if within the city's limits), comprehensive plan, and any other applicable city code or ordinance. Commercial properties shall utilize joint use access easements to limit curb cuts along streets, and provide cross access easements for adjacent commercial properties.

In all cases, lots or units shall have a minimum of 30 feet along a dedicated, improved street.

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For subdivisions developed under the city's conservation development option, minimum lot or unit frontages shall be 70 linear feet if served by private, on-site sewage disposal systems, and 50 linear feet if served by a public or private centralized sewer system.

14.3. Irregular-shaped lots.

Irregular-shaped lots or units shall have sufficient width at the building line to meet lot width and frontage requirements of the appropriate zoning district (if within the city's limits), and shall provide a reasonable building pad without encroachment into front, side or rear yard setbacks or into any type of easement. Also, the rear width shall be sufficient to provide access for all necessary utilities, including access for driveways and solid waste collection when alleys are present (minimum 20-foot alley frontage). Flag lots are prohibited. In general, triangular, severely elongated or tapered lots or units shall be avoided, and the city reserves the right to disapprove any lot which, in its sole opinion, will not be suitable or desirable for the purpose intended, which is an obvious attempt to circumvent the purpose and intent of lot or unit configuration or lot or unit width minimums, or which is so oddly shaped as to create a hindrance to the logical lot or unit layout of surrounding properties.

14.4. Side lots or units.

Side lot lines or unit boundaries shall be at 90-degree angles or radial to street right-of-way lines to the greatest extent possible. The city reserves the right to disapprove any lot or unit which, in its sole opinion, is shaped or oriented in such a fashion as to be unsuitable or undesirable for the purpose intended, or which is not attractively or appropriately oriented toward its street frontage.

14.5. Double frontage.

Double frontage lots or units shall be avoided, except where they may be essential to provide separation of residential development from traffic arterials, as defined in section 3.1 [section 11.14], or to overcome a specific disadvantage or hardship imposed by topography or other factors. Where lots or units have double frontage, building setback lines shall be established for each street side, and rear yard screening shall be provided. Residential lots shall not back onto any residential street or collector street within a residential area or neighborhood, and shall not have more than one-half of its perimeter boundaries along streets.

14.6. Minimum lot sizes or unit in ETJ.

As part of the city's comprehensive water quality protection program, the minimum lot or unit sizes in the ETJ shall be in accordance with this chart:

Wastewater System	Aquifer Zone	Surface or Rainwater	Public Water Supply	Private Well
Public Sewer	Recharge	1.5	1.5	2.0
	Contributing	.75	.75	1.5
	WQBZ	2.0/Av 3.0	2.0/Av 3.0	2.0/Av 3.0
Private Septic	Recharge	2.0	2.0	2.0
	Contributing	1.5	1.5	2.0
	CWQZ	2.0	2.0	2.0
	WQBZ	2.0/Av 3.0	2.0/Av 3.0	2.0/Av 3.0

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14.7. Minimum lot or unit sizes in city limits.

The minimum lot size or unit in the city limits shall be three-quarters of an acre for lots served by a public water supply, and one acre for those served by a private well.

	Public Water Supply	Private Well
Private Septic	.75	1.0

SECTION 15. SIDEWALKS

15.1. Purpose.

15.1.1. Pedestrian concrete walkways (sidewalks) shall be required for all residential and nonresidential developments within the city limits and ETJ. Sidewalk width and location shall be in accordance with the transportation master plan (TMP).

15.1.2. When not defined by the TMP the following shall apply:

- (a) For commercial site developments. A minimum five-foot sidewalk shall be provided within adjacent street right-of-way (ROW) along the entire frontage of the property.
- (b) For residential subdivisions. A minimum five-foot sidewalk shall be required within ROW on both sides of all streets.

(Ord. No. 2020-39 , § 2, 7-14-20)

15.2. Requirements.

15.2.1. Sidewalks shall be constructed in compliance with the Dripping Springs Technical Criteria Manual (DSTC).

15.2.2. Sidewalk plan. A sidewalk plan shall be required on all construction plans and site development plans. Plans shall show the location of all proposed sidewalks and shall state at what stage of the project they will be constructed. If compliant sidewalks have already been constructed, the constructed sidewalks shall appear on all construction plans and site development plans.

15.2.3 Sidewalk alignment. Sidewalk alignment shall comply with that set forth in the TMP with the following exceptions:

- (a) A sidewalk shall be allowed to meander within the ROW or an easement upon approval by the development review committee.
- (b) Routing to clear poles, trees or other obstacles shall be subject to approval by the development review committee.
- (c) When not defined by the TMP sidewalks shall be constructed within the ROW, a minimum one foot away from the ROW line, and at least five feet away from the street curb.
- (d) In certain instances, the development review committee may approve placement of sidewalks adjacent or closer than five feet to the curb or located on private property and in a public access easement, provided that such placement benefits the general public by allowing more space for pedestrian safety, drainage facilities, landscaping or tree preservation.

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- (e) Where no raised curb is installed, the sidewalk shall be at least ten feet from the edge of pavement (EOP) unless otherwise approved by the development review committee.

15.2.4. Root barriers shall be required, as determined by the city engineer, in locations where trees are (or will be) in close proximity to the sidewalk.

15.2.5. ADA requirement. All sidewalks shall be designed and constructed to meet the Texas Accessibility Standards administered by the Texas Department of Licensing and Regulation and the Americans with Disabilities Act, as amended. Barrier-free ramps shall be constructed at all street intersections and at any other locations deemed appropriate by the city due to anticipated pedestrian travel patterns.

15.2.6. Finish. All sidewalks shall have a light broom-swept finish to provide a non-slip surface.

(Ord. No. 2020-39 , § 2, 7-14-20)

15.3. City acceptance and certificate of occupancy.

15.3.1. Sidewalks along streets or in public sidewalk easements are considered part of the overall development's required public improvements and shall be installed prior to acceptance of the subdivision public improvements by the city and prior to final plat approval, unless fiscal surety is provided.

- (a) Exception: To prevent damage to newly constructed sidewalks. Construction of sidewalks fronting residential or commercial lots may occur after city acceptance of public infrastructure and final plat approval if fiscal surety is provided.

15.3.2. Certificate of occupancy will not be issued for any lot or unit within the subdivision until the required sidewalks are in place.

(Ord. No. 2020-39 , § 2, 7-14-20)

15.4. Fee in lieu of construction.

15.4.1. Fee-in-lieu of construction of sidewalks may be accepted when approved by the development review committee.

15.4.2. The development review committee shall consider the following criteria when evaluating a request for fee-in-lieu of construction for sidewalks:

- (a) Proximity to the nearest existing sidewalk;
- (b) Proximity to public facilities, such as public or private schools, libraries and other government buildings;
- (c) Whether any public sidewalk improvements are planned or contemplated in the area; and
- (d) Any other information deemed appropriate by the development review committee.

15.4.3. Fee-in-Lieu payments shall be placed in the City of Dripping Springs Sidewalk Fund. Payments will be calculated based on the square feet of sidewalk construction waived as set out in the fee schedule. Funds shall be used for the sole purpose of sidewalk improvements and pedestrian amenities in public right-of-way, parks and sidewalk easements within the city. The fee in lieu of sidewalks shall be paid in full to the city prior to approval of the construction plans or site development plans.

(Ord. No. 2020-39 , § 2, 7-14-20)

SECTION 16. BUILDING LINES

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16.1. Minimum building setback lines.

Front, rear, side and street side building lines shall be consistent with the zoning ordinance requirements for the district in which the development is located (if subject to the city's zoning regulations) and with any other applicable city ordinance, respectively. Any city limit plats shall identify all setbacks via a plat note that states "setbacks shall comply to the zoning regulations at the time of permitting." For property that is not subject to the city's zoning regulations, such as property that lies within the city's ETJ, the minimum front building line (for residential and nonresidential lots) shall be ten feet and the minimum rear and side building lines (for residential and nonresidential lots) shall be five feet.

16.2. Encroachments.

No person shall construct an auxiliary structure or building, porch, roof, or swimming pool encroaching into the building setback lines. It shall be an offense for any part or appurtenance of auxiliary structure or building, porch, or swimming pool to encroach into the building setback lines, unless authorized by the city's zoning or building codes.

SECTION 17. UTILITY SERVICES

17.1. Definitions.

For purposes of this section, the following meanings shall apply:

- (a) Utility services : The facilities of any person, firm or corporation providing electric, natural gas, telephone, cable television, or any other such item or service for public use approved but not provided by the City of Dripping Springs.
- (b) Feeder or feeder/lateral line : High voltage supply electric lines carrying more than 69,000 volts that emanate from substations used to distribute power through an area to an unspecified number of customers.
- (c) Lateral lines : Those electric or telephone lines used to distribute power from a feeder line to a single subdivision. These electric lines are normally connected to a feeder line through a sectionalizing device such as a fuse.
- (d) Service lines : Those electric lines used to connect between the utilities' supply system or lateral lines and the end user's meter box.

17.2. Provision for utility services.

All major subdivision plats and construction plans submitted to the City of Dripping Springs for approval of land that will be residential in use shall provide for utility services such as electrical, gas, telephone and cable television utility lines, including lateral or service distribution lines, and wires to be placed underground. Feeder and other major transmission lines may remain overhead within the appropriate easements. However, an applicant shall endeavor and, whenever practical, the city shall require that feeder lines are placed away from major or minor thoroughfares or arterials, as shown on the transportation plan. Whenever practical, feeder lines which are to be placed overhead shall not be placed along both sides of the street right-of-way. Verification of acceptance of easement locations and widths by the public utilities shall be provided to the city, by the applicant, prior to final plat approval by the planning and zoning commission director, and all easements shall be reviewed by the utility companies and by the city engineer (for those to the city) prior to granting final approval for any residential subdivision affected by this section. The applicant shall also, prior to final plat approval, provide a letter

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of commitment from each utility provider, such as those providing electricity, gas, telephone and cable television, who will serve the development that said utility providers will ensure the provision of necessary infrastructure and service to all portions of the proposed development within 12 months following final plat approval. Failure to submit such letters of commitment from utility providers shall constitute grounds for denial of the final plat application on the basis that there is no written assurance that the development can be served by essential utility services.

17.3. Utility company criteria.

Each of the utility companies shall be responsible for developing administrative policies, criteria for easement size, and cost reimbursement procedures for the installation and extension of their underground utilities. Nothing herein shall prohibit or restrict any utility company from recovering the difference in cost of overhead facilities and underground utilities from the property owner in accordance with the provisions of such utility's approved tariff. No utility company shall be required or permitted to begin construction of underground facilities unless and until the property owner or developer of the subdivision has made arrangements satisfactory to the specific utility company for the payment of such difference between the cost of overhead facilities and underground facilities.

17.4. Temporary construction service.

Temporary construction service may be provided by overhead electric lines and facilities without obtaining a waiver or special exception, provided that when the underground utility service to any portion of a subdivision is completed, such overhead electric lines and facilities are promptly removed.

17.5. Underground.

Nothing in this section shall be construed to require any existing facilities in place prior to the effective date of this chapter to be placed underground.

17.6. Meters.

The metering for utilities such as water, gas and electricity shall be located on the individual lots or units to be served, not grouped together in a centralized location(s), such as "gang-box" style metering stations, which shall not be permitted.

17.7. Easements.

The locations, widths and configurations of easements for any utility service provider other than the City of Dripping Springs shall be determined, approved and acquired (if necessary) by the applicable utility service provider.

SECTION 18. WATER FACILITY DESIGN

18.1. Water supply.

18.1.1. Public water supply for all new subdivisions shall be connected with the appropriate publicly certified water when available, reasonable and practical, and shall be capable of providing water for health and emergency purposes.

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18.1.2. Individual wells may be used in accordance with the rules of Hays County and the Hays-Trinity Groundwater Conservation District.

18.1.3. Alternative sources of water, such as rainwater collection systems, are highly encouraged.

18.1.4. Minimum standards. Water system with mains of sufficient size and having a sufficient number of outlets to furnish adequate and safe domestic water supply and to furnish fire protection to all lots or units shall be provided. Water lines shall extend to the property line in order to allow future connections into adjacent undeveloped property, and a box for the water meter(s) for each lot or unit shall be installed either in the right-of-way or immediately adjacent to the right-of-way in a water meter easement.

18.1.5. An alternative source of water may be used subject to city approval and provided that all appropriate permits are procured from the city, the U.S. Army Corps of Engineers, the TCEQ, LCRA, USFWS, the Hays-Trinity Groundwater Conservation District, and any other applicable agency(s). The design and construction of water system improvements and alternative water sources shall comply with the following standards:

- (a) Design and construction of a water source on the site shall be in accordance with applicable regulations of the USFWS, TCEQ, Hays County, the Hays-Trinity Groundwater Conservation District, and the Lower Colorado River Authority (LCRA) standards, whichever is the most stringent requirement.
- (b) Design and construction of water service shall be in accordance with the standards in the city's ordinances, and in accordance with TCEQ, Hays County, the Hays-Trinity Groundwater Conservation District, and the Lower Colorado River Authority (LCRA) standards, whichever is the most stringent requirement.
- (c) Design and construction of a fire protection and suppression system shall be in accordance with the standards in the ordinances, and in accordance with the fire department and applicable fire code.
- (d) Water wells may be used if approved by Hays County and if the requirements enacted by the Hays-Trinity Groundwater Conservation District (or other applicable district) are met, and water is not available from a surface provider.

18.2. Wastewater facility.

18.2.1. Wastewater treatment for all new subdivisions shall be served by an appropriate wastewater collection and treatment system. The design and construction of the wastewater system improvements shall be in accordance with the standards in the city's ordinances, and in accordance with TCEQ, Hays County, and the Lower Colorado River Authority (LCRA) standards, whichever is the most stringent requirement.

18.2.2. The applicant shall be responsible for:

- (a) Phasing of development or improvements in order to maintain adequate water and wastewater services;
- (b) Extensions of utility, water, and wastewater lines to connect to existing utility services;
- (c) Providing and/or procuring all necessary easements for the utilities (whether on-site or off-site);
- (d) Providing proof to the city of adequate water and wastewater service;
- (e) Providing provisions for future expansion of the utilities if such will be needed to serve future developments, subject to the city's oversize participation policies, if applicable;
- (f) Providing all operations and maintenance of the utilities, or providing proof that a separate entity will be responsible for the operations and maintenance of the utilities;
- (g) Providing all fiscal security required for the construction of the utilities;
- (h) Obtaining approvals from the applicable utility providers if other than the city; and

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- (i) Complying with all requirements of the utility providers, including the city.

18.2.3. Extension of water and wastewater lines shall be made along the entire frontage of the subdivision adjacent to a street or thoroughfare. If the subdivision is not adjacent to a thoroughfare, the extension of utilities shall be accomplished in such a manner as to allow future connections to said utilities by new subdivisions. If new subdivisions will never be constructed beyond a developing subdivision due to physical constraints, the planning ~~and zoning commission~~ [director](#) may waive the requirement for adjacent utility line construction at the time of preliminary plat approval and prior to construction of the subdivision.

18.2.4. Installation, operations and maintenance of utilities not specifically referenced herein shall comply with regulations of the USFWS, TCEQ, Hays County, and the LCRA standards, and with any other applicable state rules and regulations, whichever is the most stringent requirement.

18.2.5. For all new subdivisions that are intended to use on-site septic facilities (OSSFs), the applicant shall, prior to final plat approval, provide the following:

- (a) A letter from the Hays County Environmental Health Department representing that the department has reviewed the proposed subdivision design.
- (b) An approval by the city of a drawing that is representative of the intended layout of a typical lot within the proposed subdivision, specifically showing how the OSSF would be positioned on and how it would serve the lot. This drawing shall be reviewed by the city engineer prior to its approval or denial by the city.

18.3. Stormwater systems.

18.3.1. System design requirements. Drainage improvements shall accommodate runoff from the upstream drainage area in its anticipated maximum "build-out" condition, and shall be designed to prevent overloading the capacity of the downstream drainage system. The city may require the phasing of development, the use of control methods such as retention or detention, or the construction of off-site drainage improvements in order to mitigate the impact of the proposed development. Any stormwater collection system constructed shall be designed in accordance with the city's ordinance by a licensed professional engineer, shall be reviewed and approved by the city engineer, and shall be in accordance with the City of Dripping Springs Flood Damage Prevention Ordinance, or the Hays County Flood Damage Prevention Ordinance, as applicable. All plans submitted to the city engineer for approval shall include a layout of the drainage system together with supporting calculations for the design of the system.

18.3.2. All erosion and sedimentation controls shall conform to the ordinances.

18.3.3. No person, individual, partnership, firm or corporation shall deepen, widen, fill, reclaim, reroute or change the course or location of any existing ditch, channel, stream or drainageway without first obtaining written permission of the city engineer and any other applicable agency (such as FEMA or the U.S. Army Corps of Engineers) having jurisdiction. The city engineer may, at his or her discretion, require preparation and submission of a FEMA or flood study for a proposed development if there are concerns regarding storm drainage on the subject property or upstream or downstream from the subject property [as authorized by Chapter 26 of the Texas Water Code and Chapter 212 of the Texas Local Government Code](#). The costs of such study, if required, shall be borne by the developer.

18.3.4. In order to help reduce stormwater runoff, and resulting erosion, sedimentation and conveyance of nonpoint source pollutants, the layout of the street network, lots and building sites shall, to the greatest extent possible, be sited and aligned along natural contour lines, and shall minimize the amount of cut and fill on slopes in order to minimize the amount of land area that is disturbed during construction.

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18.3.5. No cross-street flow (i.e., perpendicular to traffic flow) of stormwater runoff shall be permitted unless approved by the city engineer. When and if such drainage flow is allowed, it must be across a concrete street (i.e., valley gutter) and as approved by the city engineer.

18.3.6. All stormwater retention or detention facilities shall be designed using materials and techniques as established in the city's TCSS Manual or as may be required by the city engineer.

18.3.7. Requirements. An adequate storm sewer system consisting of inlets, pipes and other underground structures with approved outlets shall be constructed where runoff of stormwater and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities. Areas subject to flood conditions or inadvertent stormwater retention, such as standing or pooling water, as established by the city engineer, will not be considered for development until adequate drainage has been provided.

18.3.8. Criteria. The criteria for use in designing storm sewers, culverts, bridges, drainage channels, and drainage facilities shall conform to section 3.10 [section 18.3.1] of this chapter. In no case shall drainage areas be diverted artificially to adjacent properties or across roadways. Stormwater drainage from one lot onto another shall not be allowed unless such does not pose any harm or inconvenience to the downstream property owner(s), unless specifically approved by the city engineer, and unless the necessary off-site drainage easement is procured on the affected property(s).

18.3.9. Proper function. The developer shall ensure that all drainage improvements within public easements or rights-of-way are functioning properly prior to the expiration of the maintenance bond. The developer shall be responsible for removing any significant build-up of sediment or debris from drainage improvements, with the exception of back-lot and side-lot drainage swales, at the 11th month of the second year for the required two-year maintenance bond for the applicable facilities. The city shall inspect the improvements to determine any maintenance or correction of deficiencies at the conclusion of this period.

18.4. Reuse of effluent.

The city may enact programs to encourage or reward the reuse of effluent by individual property owners on residential tracts.

18.5. Land for plat.

No final plat shall be approved for any subdivision within the city or its ETJ until the applicant has made adequate provision for a water system and a sanitary sewer system of sufficient capacity to adequately provide service to all tracts and lots, individually or collectively, within the area to be subdivided. The design and construction of the water system and of the sanitary sewer system to serve the subdivision shall be in conformance with the city's, water district's, and Hays County's master plans for water and wastewater facilities and with the ordinances, and shall be approved by the city engineer.

18.6. Ease of access.

Services for utilities shall be made available to the property line of each lot or unit in such a manner as will minimize the necessity for disturbing the street pavement and drainage structures when connections are made.

18.7. Fire chief.

Fire protection shall be provided in accordance with this chapter, with the city's ordinance, and with any other city policy or ordinance pertaining to fire protection or suppression. The fire chief or fire marshal, as appropriate, shall have the authority to approve the locations and placement of all fire hydrants and fire lanes and the chief or marshal may, at the chief's or marshal's discretion, modify fire hydrant spacing or fire lane placement

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based upon special design or distance circumstances. All required fire lanes shall be shown as "fire lane easements" on the construction and final plats, along with the applicable fire lane language block. Vertical construction (i.e., any building construction above foundation/slab level) shall not commence until all required fire lanes are properly installed and accepted by the city, nor until all fire hydrants have been installed, inspected, tested and accepted by the city.

18.8. Water district requirements.

Any requirements of publicly approved underground water districts shall also be incorporated into the water and/or wastewater system.

18.9. Pollution abatement.

Subdivisions within the city limits of the city and its ETJ shall comply with the city's water quality protection ordinance. Nonpoint source pollution shall be abated through the employment of structure controls, the provision of open space for overland flow, and the utilization of best management practices (BMPs) with regard to the use of pesticides, herbicides, and fertilizers for both residential sites and commercial tracts.

SECTION 19. PUBLIC SITES AND OPEN SPACES

19.1. Areas for public use.

The applicant shall give consideration to suitable and adequate sites for schools, parks, playgrounds, and other areas for public use or service so as to conform with the recommendations contained in the city's comprehensive plan; park and open space plan; and other applicable plans. Any provision for schools, parks or other public facilities shall be indicated on the preliminary and final plat, and shall be subject to approval by planning [and zoning commission](#) director.

19.2. Protection of drainage and creek areas.

19.2.1. All creeks and drainage areas shall be preserved and protected in their natural condition wherever possible, unless significant storm drainage improvements are required by the city in these areas. All development adjacent to creeks and drainage areas shall be in accordance with the city's ordinances, and with any other city policies or ordinances related to aesthetics or public access or enjoyment of creeks and waterways.

19.2.2. Floodway management area (FMA). The definitions for "floodway" and "floodway fringe" shall correspond to those set forth by the Federal Emergency Management Agency (FEMA). For purposes of the National Flood Insurance Program, the concept of a floodway is used as a tool to assist the local community in the aspect of floodplain management. Under this concept, the area of the 100-year flood is divided into a floodway and floodway fringe. The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment in order that the 100-year flood may be carried without substantial increases in flood heights as defined by FEMA. The area between the floodway and boundary of the 100-year flood is termed the floodway fringe. The floodway fringe area cannot be reclaimed (elevated, infilled) for development (for exceptions to this, refer to the flood damage prevention ordinance).

19.2.3. For the purposes of this chapter, the floodway management area (FMA) will correspond to the floodway, as defined by FEMA, or as may be modified pursuant to a flood study that is approved by FEMA.

19.2.4. Areas where an FMA is required. All drainage areas or regulated floodways as referenced on the applicable floodway and flood boundary map (flood insurance rate map, or FIRM) shall be included in the FMA. If FEMA does not specify a floodway zone in any of the creeks or their tributaries, it shall be the developer's

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responsibility to establish and identify the FMA. The determination shall be made by a licensed professional engineer and approved by the city engineer. Where improvements to a drainage area are required by other ordinances of the city for the purpose of safety or other reasons related to drainage, those ordinances shall also be observed. The FMA is intended to apply to a creek or channel which is to remain open or in its natural condition. The creek shall remain in its natural state unless improvements are permitted or required by the city due to the pending development of properties adjacent to or upstream of the required improvements.

19.2.5. Ownership and maintenance of the FMA. The area determined to be the FMA shall be designated on both the preliminary plat and final plat. Approximate locations shall be shown on zoning change requests and accurate locations of the FMA shall be established on the preliminary plat and final plat prior to site construction. At the city's option, the FMA shall be protected by one of the following methods:

- (a) Dedicated to the City of Dripping Springs; or
- (b) Easement(s). Creeks or drainageways on tracts which have private maintenance provisions, other than single- or two-family platted lots, can be designated as the FMAs by an easement to the city on the preliminary plat (with the appropriate plat language, as required by the city). Subdivisions with platted single-family or two-family lots may designate the FMA by easement provided there are adequate access and maintenance provisions (such as by a mandatory homeowners' association), but no lots or portions of lots may be platted in the easement portion required for access unless specifically allowed by the city engineer. The area designated as FMA may be identified by a tract number; or
- (c) Certain recreational uses normally associated with or adjacent to flood-prone areas (no structures allowed in the FMA), such as golf courses or certain types of parks. The uses allowed shall be in conformance with the zoning ordinance and approved by the P&Z.

Prior to acceptance of any drainageway as an FMA by the city, the area shall be cleared of all debris and brush (except for mature trees) and placed in a maintainable state. Floodway management areas dedicated to the city shall be left in a natural state except those areas designated for active recreational purposes and unless storm drainage requirements do not permit this to occur.

19.2.6. Design criteria. The following design criteria shall be required for development adjacent to the FMA:

- (a) Adequate access shall be provided to and along the FMA for public and/or private maintenance. An unobstructed area a minimum of 20 feet wide with a maximum 5:1 slope (five feet horizontal to one foot vertical), the length of the floodway shall be provided adjacent to or within the FMA. On the opposite side of the drainage area, an unobstructed area having a minimum width of five feet shall be provided.
- (b) Lots or units in a single-family, or duplex residential zoning district shall not be platted within the FMA, and no more than ten percent of the linear length of the FMA (on each side) shall be allowed to have lots or units backing or siding onto it. If lots back or side onto an FMA, at least two reasonable points of access to the FMA, each a minimum of 20 feet in width, shall be provided. Streets, alleys and open-ended cul-de-sacs may qualify as access points if designed such that they are navigable by maintenance vehicles (e.g., alleys must be 20-foot width). All areas of the FMA shall be accessible from the access points and shall be visible from access points. Lots used for multifamily dwellings may be platted in the FMA if the FMA is identified as an easement and is maintained as open space for use by the residents, and provided that access to the FMA is possible by city maintenance vehicles, should that need arise. If the FMA is to be public park land, then adequate public access and good public visibility shall also be provided to all portions of it.
- (c) Public or private streets may be approved in the FMA by the P&Z (if they conform to applicable engineering standards).

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- (d) Linear public streets may be required to be constructed adjacent to some (or all) portions of the FMA to allow access for maintenance or recreational opportunities, and/or to allow increased visibility into creek areas for public safety and security purposes.
- (e) Alternate designs to facilitate equal or better access may be permitted if approved by the P&Z.

19.2.7. Drainage areas which have been altered and are not in a natural condition can be exempted from an FMA and this section at the discretion of the P&Z.

19.3. Property owners', homeowners', or condominium associations.

19.3.1. Applicability. When a subdivision contains either common open space or other improvements which are not intended to be dedicated to the City of Dripping Springs for public use, such as private streets, a private recreation facility, landscaped entry features or other private amenities, a property owners', homeowners', or condominium association agreement consistent with state and other appropriate laws, must be submitted to and approved by the [city administrator/planning director](#) and the city attorney. The conditions, covenants and restrictions (CCRs) and the association documents, such as the articles of incorporation and association bylaws, shall be submitted to the city for review and approval along with the final plat application, and shall be filed of record at the county simultaneously with the final plat in order to ensure that there is an entity in place for long-term maintenance of these improvements. Said documents must, at a minimum, include provisions which allow the city, at its discretion, to take over the maintenance of common property, including but not limited to common elements, private streets and private recreation facilities, using association funds, if such action becomes necessary due to nonperformance or inaction by the association or if the association goes defunct. To the extent allowed by law, provisions shall also be included which would, in the latter instance, convey ownership of the private streets (if any) and all other common areas to the city, and which would allow the city to remove any improvements or amenities from the common areas and sell any buildable land area, as residential lots, to recoup the city's expenses for maintenance or demolition of the improvements. Any monies that remain after the city has recovered all of its expenses shall be retained for future maintenance or upgrading of the streets, common elements, common areas (if any remain), screening walls, or other improvements within the subdivision. These provisions are not intended to allow the city to profit in any way from taking over the association's responsibilities or funds; they are only intended to allow the city to recoup its actual incurred expenses such that the general public, the taxpayers of the city, does not have to bear these costs.

19.4. Park land and public facility dedication.

- 19.4.1.** The applicant shall give consideration to suitable sites for parks, playgrounds and other areas, as required by the city, for public use so as to conform with the recommendations of the city's park and open space plan. Any provision for parks and public open space areas shall be indicated on the preliminary and final plat, and shall be subject to approval and acceptance by the planning [and zoning commission/director](#).
- 19.4.2.** Applicants shall dedicate parkland, or render money in lieu of land donations, in accordance with the city's parkland dedication ordinance, volume 2, article 15, chapter 17 [article 28.03] of the city's Code of Ordinances, as may be amended.
- 19.4.3.** No individual, partnership, firm, or corporation shall deepen, widen, fill, reroute or change the course or location of any existing ditch, channel, stream or drainageway, without first obtaining written permission of the city and any other agency having jurisdiction.

SECTION 20. IMPROVEMENTS FOR ACCEPTANCE

20.1. General.

20.1.1.The requirements as set forth below are designed and intended to ensure that, for all subdivisions of land within the scope of the subdivision ordinance, all improvements as required herein are installed properly and:

- (a) The city can provide for the orderly and economical extension of public facilities and services;
- (b) All parcels of land in the subdivision are useable for the intended purpose or are developable; and
- (c) All required improvements are constructed in accordance with city standards.

20.1.2.Adequate public facilities policy. The land to be divided or developed must be served adequately by essential public facilities and services. No subdivision shall be approved unless and until adequate public facilities exist or provision has been made for water facilities, wastewater facilities, drainage facilities, electricity and street facilities which are necessary to serve the development proposed, whether or not such facilities are to be located within the property being platted or off-site. This policy may be defined further and supplemented by other ordinances adopted by the city. Wherever the subject property adjoins undeveloped land, or wherever required by the city to serve the public good, utilities shall be extended to adjacent property lines to allow connection of these utilities by adjacent property owners when such adjacent property is platted and/or developed.

20.1.3.Public improvements that are required by the City of Dripping Springs for the acceptance of the subdivision by the city shall include, but are not limited to, the following:

- (a) Water and wastewater facilities;
- (b) Stormwater drainage, collection and conveyance facilities;
- (c) Water quality, erosion and sedimentation controls;
- (d) Streets;
- (e) Streetlights;
- (f) Street signs;
- (g) Sidewalks on both sides of the street in both residential and nonresidential developments utilizing curbs (not open ditches). Sidewalks shall be required in conjunction with sewer line installation. Sidewalks shall include barrier-free ramps at street intersections and other appropriate locations, as well as root barriers if necessary due to the close proximity of trees;
- (h) Screening and/or retaining walls;
- (i) Traffic-control devices or treatments required as part of the project; and
- (j) Appurtenances to the above, and any other public facilities required as part of the proposed subdivision.

20.1.4.All aspects of the design and implementation of public improvements shall comply with the city's current design standards and any other applicable city codes and ordinances, including preparation and submittal of construction plans and construction inspection. The construction of all of the improvements required in this chapter shall conform to the latest edition of the city's ordinances, as may be amended, and to any other applicable city standards.

20.1.5.All public improvements required by this ordinance shall be completed or supported by complete fiscal security in accordance with approved construction plans prior to submission for final plat approval. A final plat shall not be filed until all improvements and/or fiscal security has been accepted.

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- CODE OF ORDINANCES
Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT
SECTION 21. MONUMENTS

SECTION 21. MONUMENTS

21.1. Placement.

In all subdivisions and additions, monuments shall be established at the corner of each block in the subdivision consisting of an iron rod or pipe not less than one-half-inch in diameter and 18 inches deep, and set flush with the top of the ground. Lot corner monuments shall be placed at all lot corners except corners which are also block corners, consisting of iron rods or pipes of a diameter of not less than one-half-inch and 18 inches deep, and set flush with the top of the ground. In addition, curve point markers shall be established of the same specifications as lot corners. Each block corner monument shall include a cap with the surveyor's name and registration number attached to it. All block corners shall be installed prior to the final review of the subdivision by the city. Lot corners shall be installed prior to issuance of a building permit.

21.2. Minimum.

A subdivision shall have at least two concrete monuments set by the surveyor, if not already existing, for two corners of the subdivision, and such concrete monuments shall be located at opposite ends (or at widely separated corners) of the subdivision and clearly shown on the final plat prior to filing at the county. The final plat shall also show clear ties to existing concrete monuments in the vicinity of the subdivision.

SECTION 22. STREETLIGHTS

22.1. General.

All street lighting shall be in keeping with the "semi-rural" atmosphere of Dripping Springs, and shall be in conformance with the lighting (i.e., "dark sky" or illumination) ordinance and any other applicable city codes. Street lighting shall be of a design that casts light downward to the greatest extent possible, and shall minimize light overspill onto adjacent properties.

SECTION 23. STREET NAMES AND SIGNS

23.1. Approval of street names.

Street names must be submitted to Hays County for review and approval in accordance with the county's guidelines for the naming of streets. The county shall forward all proposed street names to others for review, including the U.S. Postal Service, the county, and any other applicable emergency service providers. Proposed street names shall be submitted for review along with (and as a part of) the preliminary plat application, and shall become fixed at the time of approval of the preliminary plat. On the final plat, street names shall not be changed from those that were approved on the preliminary plat unless special circumstances have caused the major realignment of streets or a proposed street name(s) is discovered to have already been used elsewhere in the city (or some other similar eventuality). If additional street names are needed for the final plat, then they must be submitted for review and approval by the city, and applicable emergency service providers, including 9-1-1 dispatch, along with the final plat application. A fee may be established by the city for the changing of street

names after approval of the preliminary plat. The rules established in this section shall be in addition to any rules promulgated in the city's interlocal agreement with Hays County for 9-1-1 addressing services.

23.2. Surnames.

Surnames of people or the names of corporations or businesses shall not be used as street names, unless approved by the planning [and zoning commission](#) director. The city or county will maintain a list of existing street names (and "reserved" street names that have been approved on a preliminary plat), and will update the list as new streets are platted.

23.3. New street names.

New street names shall not duplicate existing street names either literally or in a subtle manner (for example, Smith Street vs. Smythe Street; Oak Drive vs. Oak Place vs. Oak Court vs. Oak Circle; Cascade Drive vs. Cascading Drive); shall not be so similar as to cause confusion between names (for example, Lakeside Drive vs. Lake Side Drive vs. Lake Siding Drive); and shall not sound like existing street names when spoken (for example, Oak Drive vs. Doak Drive vs. Cloak Drive; Lantern Way vs. Land Tern Way).

23.4. Existing streets.

New streets which extend existing streets shall bear the names of the existing streets. Streets crossing thoroughfares or other roadways shall bear the same name on both sides of the thoroughfare, wherever practical, unless otherwise approved by planning [and zoning commission](#) director.

23.5. Documentation.

The developer shall provide the city with documentation evidencing that the street signs were installed.

23.6. Guidelines.

Street name signs shall be installed in accordance with the city's guidelines before issuance of a building permit for any structure on the streets approved within the subdivision.

SECTION 24. STREET AND ALLEY IMPROVEMENTS

24.1. Responsibility of developer.

All on-site, such as internal, streets and alleys shall be constructed by the developer at the developer's expense, unless otherwise allowed by this chapter. If the subdivision is adjacent to a planned or future or substandard street and derives access, whether direct or indirect, from said roadway, then the developer shall be required to design and construct a reasonable portion of the roadway as well as any required median openings and left turn lanes needed to serve his or her subdivision. The planning [and zoning commission](#) director may, at ~~its~~ [the director's](#) option, accept escrow funds in lieu of immediate roadway construction if the subdivision derives principal access from another improved roadway and if delaying construction or improvement of the road will not harm or otherwise inconvenience neighboring property owners or the general public.

24.2. Requirements.

All streets and alleys shall be constructed using the materials, products and procedures outlined in the specification of the city's ordinance.

24.3. Minimum.

The minimum street and alley paving standards for which the construction shall be made by the developer are shown in the ordinance.

24.4. Barrier-free ramps.

In addition to the above-mentioned minimum standards, barrier-free ramps for physically challenged persons shall be constructed at all street corners, driveway approaches, appropriate mid-block crosswalks, and in locations where accessible parking spaces are provided. All barrier-free ramps and other accessibility considerations shall comply with section 228 of the Highway Safety Act, as currently amended, and with the Americans with Disabilities Act (ADA), as amended.

24.5. Signs and barricades.

All signs and barricades shall be in conformity with ADA standards, and with specifications for uniform traffic-control devices, as adopted by the city, by Hays County, by the Texas Department of Transportation, and by the Texas Department of Public Safety, as applicable.

24.6. Driveway connections.

Approval is required prior to the installation of any driveway connecting to a public street. The city engineer shall approve all driveway cuts. The minimum distance, as measured from the edge or curb to the edge or curb of driveways, and not from the centerlines of the driveways, between driveway openings for multifamily and nonresidential developments shall be as set forth in the city's ordinances, unless otherwise approved by planning and zoning commission director. Driveways shall not be within the transition or stacking portion of a right turn lane, and shall be no closer than 100 feet to an intersecting thoroughfare or arterial street, as measured from the intersecting street's end of curb radius, and no closer than 50 feet to an intersecting residential or collector street. Residential driveways shall not be allowed on a major roadway (over 60 feet in right-of-way width; "type 1" or "type 2" within the city's transportation plan).

24.7. Existing on-site facilities.

When a proposed subdivision, whether residential or nonresidential, abuts on one or both sides of an existing substandard street, or on a planned or future road as shown on the transportation plan, being substandard according to the then existing current transportation plan, the developer shall be required to improve his or her reasonable share of the existing on-site facility as that term is defined herein, including appurtenant sidewalks, barrier-free ramps, screening and landscaping, median openings and/or left turn lanes (if a divided thoroughfare), storm drainage structures, water quality or erosion controls, and other utilities, to bring the same to city standards, or to replace it with a standard city street as determined by the traffic impact analysis, if required, at no cost to the city.

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24.8. Developer's share.

The developer's share of improvements to a substandard perimeter road shall be 14 feet of pavement (including curb, if any), which is approximately equivalent to half of a collector street width (i.e., two through traffic lanes), along the entire front footage of the subdivision, unless the traffic impact analysis, if required, indicates that some other pavement width is needed to achieve and maintain an acceptable level of service on the roadway. If the subdivision is to be located on both sides of the roadway, 14 feet of pavement shall be constructed by the developer on each side of the road along the entire front footage of the subdivision on each respective side of the road, unless the traffic impact analysis determines otherwise. Design and construction of the roadway shall be in accordance with the city's transportation plan (with respect to right-of-way width and general location), the ordinances, and with any other applicable city codes and ordinances. Depending upon the specific roadway in question, and upon the traffic impact analysis results, any oversizing above the 14-foot width shall be borne by the city, the county, the state or by some other entity. The city council may, at its option, accept escrow funds in lieu of immediate roadway construction if the subdivision derives principal access from another improved roadway and if delaying construction and improvement of the road will not harm or otherwise inconvenience neighboring property owners or the general public.

24.9. Dead-ends.

Streets which dead-end at power lines or similar rights-of-way or easements, and which are intended for future extension across these rights-of-way or easements, shall be constructed in the right-of-way or easement for half the distance across the right-of-way or easement, and shall be further restricted as set forth in this chapter. As with any other dead-end street, a note shall be placed on the final plat clearly labeling the dead-end streets that will, at some point, be extended across the power line easement (or right-of-way), and signage shall be placed at the end of the constructed street stub, such as on the barricade, also stating that the street will be extended in the future. Signage size and lettering shall be large enough to be legible by a person with normal vision at a distance of 20 feet.

SECTION 25. RETAINING WALL CRITERIA

25.1. Requirements.

In general, the use of retaining walls shall be minimized, wherever possible, through minimal and balanced cut and fill on property. When property within or directly adjacent to a subdivision contains changes in elevation exceeding two and one-half feet and the slope exceeds one unit vertical to two units horizontal, a retaining wall shall be required at the locations specified herein prior to the acceptance of the subdivision:

- Location A.** The grade change roughly follows a side or rear lot line.
- Location B.** The grade change is adjacent to a proposed building site boundary.
- Location C.** The grade change is adjacent to a watercourse or drainage easement.

25.2. Design and construction.

All retaining wall design and construction shall be in compliance with the provisions of the building code and the ordinances of the City of Dripping Springs, and shall be approved by the city engineer.

25.3. Maintenance.

Retaining walls shall be maintained by the owner of the property whereon such retaining wall is located.

25.4. Easements.

Retaining walls shall not be constructed within any portion of a public utility, drainage, or right-of-way easement, unless approved by the city engineer and properly permitted by the city.

SECTION 30. REQUIREMENTS FOR ACCEPTANCE

30.1. Withholding city services and improvements.

The city hereby defines its policy to be that the city will withhold all city services and improvements of whatsoever nature, including the maintenance of streets and the furnishing of all other city services from any subdivision or property until all of the street, utility, storm drainage and other public improvements, as well as lot or unit improvements such as retaining walls and grading and installation of improvements required for proper lot or unit drainage and prevention of soil erosion on the individual residential lots or units, are properly constructed according to the approved construction plans and to city standards, and until such public improvements are dedicated to and accepted by the city.

30.2. Guarantee of public improvements.

30.2.1. Property owner's guarantee. Before approving the final plat of a subdivision located all or partially within the city or its ETJ, the city council must be satisfied that all required public improvements have been (or soon will be) constructed in accordance with the approved construction plans and with the requirements of this chapter.

30.2.2. Waiver. The [city administrator/planning director](#) may waive performance guarantees for subdivisions in the ETJ that are subject to county performance guarantees and are in compliance with the county regulations.

30.2.3. Improvement agreement and guarantee. The city council may waive the requirement that the applicant complete and dedicate all public improvements prior to approval of the final plat, and may permit the property owner to enter into an improvement agreement by which the property owner contracts to complete all required public improvements no later than two years following the date upon which the final plat is approved. The city council may also require the property owner to complete or dedicate some of the required public improvements prior to approval of the final plat, and to enter into an improvement agreement for completion of the remainder of the required improvements during such two-year period. The improvement agreement shall contain such other terms and conditions as are agreed to by the property owner and the city.

30.2.4. Improvement agreement required for oversize reimbursement. The city shall require an improvement agreement pertaining to any public improvement for which the developer shall request reimbursement from the city for oversize costs. The city council, as it deems appropriate, has the authority to authorize the approval of such agreement as meeting the requirements of the city, and the city shall not withhold approval as a means of avoiding compensation due under the terms of this chapter. The [city administrator/planning director](#) is authorized to sign an improvement agreement on behalf of the city.

30.2.5. Security. Whenever the city permits an applicant to enter into an improvement agreement, it shall require the applicant to provide sufficient security, covering the completion of the public improvements. The security shall be in the form of cash escrow or, where authorized by the [planning director or the director's](#)

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[designee](#)City, a performance bond or other security acceptable to the [city council](#)[public works director](#) and the city attorney, as security for the promises contained in the improvement agreement. Security shall be in an amount equal to 100 percent of the estimated cost of completion of the required public improvements and lot or unit improvements. The issuer of any surety bond shall be subject to the approval of the [city administrator](#)[planning director](#) and the city attorney.

30.2.6. Performance bond. If the [city council](#)[planning director](#) authorizes the applicant to post a performance bond as security for its promises contained in the improvement agreement, the performance bond shall comply with the following requirements:

- (a) All performance bonds must be in the forms acceptable to the [city administrator](#)[planning director](#) and the city attorney;
- (b) All performance bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", as published in Circular 570, as may be amended, by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury;
- (c) All performance bonds must be signed by an agent, and must be accompanied by a certified copy of the authority for him or her to act;
- (d) All performance bonds shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue performance bonds for the limits and coverage required; and
- (e) Approval of bonding company as per ratings of the Texas Department of Insurance, or a successor agency.

30.2.7. Bankruptcy or insolvency. If the surety on any performance bond furnished by the applicant is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of Texas, or the surety ceases to meet the requirements listed in Circular 570, the developer shall, within 20 calendar days thereafter, substitute another performance bond and surety, both of which must be acceptable to the city.

30.2.8. As portions of the public improvements are completed in accordance with the ordinances and the approved construction plans, the applicant may make written application to the [city administrator](#)[planning director](#) to reduce the amount of the original security. If the [city administrator](#)[planning director](#) is satisfied that such portion of the improvements has been completed in accordance with city standards, he or she may, but is not required to, cause the amount of the security to be reduced by such amount that he or she deems appropriate, so that the remaining amount of the security adequately insures the completion of the remaining public improvements.

30.2.9. At the same time as acceptance by the city of all required public improvements, the applicant shall file a maintenance bond with the city for the full cost of the public improvement in a form approved by the city. The maintenance bond shall be security for the applicant's covenant to maintain the required public improvements and to warrant that the improvements are free from defects for two years thereafter. When the required security for maintenance and warranty is provided through the maintenance bond the city will release the entire amount of the developer's security.

30.3. Temporary improvements.

30.3.1. The applicant shall build and pay for all costs of temporary improvements required by the city, and shall maintain those temporary improvements for the period specified by the city. Prior to construction of any temporary facility or improvement, the applicant shall file with the city a separate improvement agreement and escrow in an appropriate amount for temporary facilities, which agreement and escrow shall ensure that the temporary facilities will be properly constructed, maintained and removed.

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30.3.2. Any temporary public improvement (e.g., a temporary cul-de-sac, alley turnout, drainage swale, erosion control device, etc.) shall be placed within an easement established specifically for that purpose. The recording information of the instrument establishing the temporary easement shall be clearly shown on the final plat for the subdivision prior to approval of the final plat. A temporary easement for a required public improvement shall not be abandoned without the city engineer's approval and without written consent by the city.

30.4. Government units.

Governmental units to which these contract and security provisions apply may file, in lieu of the contract and security, a certified resolution or ordinance from officers or agents authorized to act in their behalf, agreeing to comply with the provisions of this section.

30.5. Failure to complete improvements.

For plats for which no improvement agreement has been executed and no security has been posted, if the public improvements are not completed within the period specified by the city, the plat approvals shall be deemed to have expired. In those cases where an improvement agreement has been executed and security has been posted, and the required public improvements have not been installed within the terms of the agreement, the city may:

- (a) Declare the agreement to be in default and require that all the public improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
- (b) Suspend final plat approval until the public improvements are completed, and may record a document to that effect for the purpose of public notice;
- (c) Obtain funds under the security and complete the public improvements itself or through a third party;
- (d) Assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision for which public improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete the public improvements on the property; or
- (e) Exercise any other rights or remedies available under the law.

30.6. Acceptance of dedication offers.

Acceptance of formal offers for the dedication of streets, public areas, easements or parks shall be by authorization of the ~~city administrator~~ [planning director](#). The approval by the planning ~~and zoning~~ [commissioner](#) ~~director~~ of a construction plans or final plat shall not, in and of itself, be deemed to constitute or imply the acceptance by the city of any street, public area, easement or park shown on the plat. The city may require the plat to be endorsed with appropriate notes to this effect.

30.7. Maintenance and guarantee.

The property owner shall maintain all required public improvements for a period of two years following acceptance of the subdivision by the city, and shall also provide a two-year maintenance bond (warranty) that all public improvements will be free from defects for a period of two years following such acceptance by the city.

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30.8. Construction procedures.

30.8.1. A site development permit is required from the city prior to beginning any site development related work in the city or its ETJ that affects erosion control, storm drainage, vegetation or tree removal, or a floodplain.

30.8.2. Pre-construction conference. The city shall require that all general and site development contractors (e.g., excavation, utilities, roadways) participating in the construction meet with the city for a pre-construction conference to discuss the project prior to any grading, filling, excavation, clearing or removal of vegetation and any trees that are larger than six-inch caliper; discussion shall also include the required construction traffic plan. All contractors shall be familiar with, and shall conform with, applicable provisions of the city's zoning ordinance as well as the city's building code.

30.8.3. Conditions prior to authorization. Prior to authorizing release of a site development permit, the city engineer shall be satisfied that the following conditions have been met:

- (a) The preliminary plat has been approved by the planning ~~and zoning commission~~ director (and any conditions of such approval have been satisfied);
- (b) All required engineering documents are completed and approved by the city engineer;
- (c) All necessary off-site easements and dedications required for city-maintained facilities and not shown on the plat must be conveyed solely to the city, such as by filing of a separate instrument, with the proper signatures affixed. The original of the documents and the appropriate fees for filing the documents at the county (per Hays County requirements and the city's submission guidelines, as may be amended from time to time) shall be returned to the city secretary prior to approval and release of the construction plans by the city engineer;
- (d) All contractors participating in the construction shall be presented with a set of approved plans bearing the stamp of release of the city engineer, and at least one set of these plans shall remain on the job site at all times;
- (e) A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the city;
- (f) All applicable fees must be paid to the city; and
- (g) All required approvals and permits have been obtained from all local, state, and federal entities/agencies.

30.9. Nonpoint source pollution controls and tree protection.

All nonpoint source pollution controls, erosion controls, and tree protection measures and devices shall be in place, to the city engineer's satisfaction, prior to commencement of construction on any property.

30.10. Review and acceptance of public improvements.

30.10.1. General procedure. Construction observation and daily on-site representation shall be supervised and provided by the developer's engineer at the developer's expense. Construction shall be in accordance with the approved construction plans and the ordinances of the City of Dripping Springs (and other applicable codes and ordinances). Any change in design that is required during construction should be made by the licensed professional engineer whose seal and signature are shown on the plans. All revisions shall be reviewed and accepted by the city engineer. If the city engineer finds that any of the required public improvements — which include but are not limited to streets, drainage, water improvements, wastewater improvements, electrical, natural gas, and communication improvements — have not been constructed in

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accordance with the city's standards and ordinances, then the property owner shall be responsible for completing and correcting the deficiencies such that they are brought into conformance with the applicable standards.

30.10.2. Prior to final acceptance of the required public improvements the applicant shall ensure the provision/completion of the following:

- (a) A signed statement from the design engineer that the public improvements have been constructed in conformance with the construction drawings, contract documents, and specifications.
- (b) Shop drawing submittals of all materials, structures, etc., with approvals by the design engineer.
- (c) Laboratory and field testing reports certified by a geotechnical firm or the testing laboratory(s) that are involved with the project.
- (d) A certificate from the general contractor that all bills for materials, services, and subcontractors have been paid.
- (e) Site visit/construction representation daily (or otherwise) reports signed by the design engineer or an acceptable representative as approved by the City of Dripping Springs.
- (f) A listing of the elevation of at least four permanent benchmarks located at the project site.
- (g) A walk-through of the public improvements with City of Dripping Springs officials, during which a complete final "punch list" of any additional/incomplete items will be developed. Once the punch list has been completed, there shall be a final walk-through with City of Dripping Springs officials.
- (h) Submission of final written approvals of the completed infrastructure improvements by county, state, and local entities.

30.11. Letter of satisfactory completion.

30.11.1. The city will not deem required public improvements satisfactorily completed until the applicant's engineer or surveyor has certified to the city engineer or the engineer's designee, through submission of detailed sealed "as-built", or record, drawings of the property which indicate all public improvements and their locations, dimensions, materials and other information required by the city engineer, and until all required public improvements have been completed. The "as-builts" shall also include a complete set of sealed record drawings of the paving, drainage, water, sanitary sewer and other public improvements, showing that the layout of the lines and grades of all public improvements are in accordance with construction plans for the plat, and showing all changes made in the plans during construction, and containing on each sheet an "as-built" stamp bearing the signature and seal of the licensed professional engineer and the date. One reproducible drawing of the utility plan sheets containing the as-built information shall also be submitted. The engineer or surveyor shall also furnish the city with a copy of the approved final plat and the construction plans, if prepared on a computer-aided design and drafting (CADD) system, in such a digital format (on disk) that is compatible with the city engineer's CADD system. When such requirements have been met to the city engineer's satisfaction, the city administrator/planning director shall issue the letter of satisfactory completion.

~~shall thereafter make a recommendation to the planning and zoning commission for consideration of satisfactory completion of the public improvements. Once the city council votes its approval of satisfactory completion, the city administrator/planning director shall issue the letter of satisfactory completion.~~

30.11.2. Acceptance of the development shall mean that the developer has transferred all rights to all the public improvements to the city for use and maintenance. The city council may, at its option, accept dedication of a portion of the required public improvements if the remaining public improvements are not immediately required for health and safety reasons, and if the property owner has posted a performance bond or cash

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(Supp. No. 4)

bond in the amount of 100 percent of the estimated cost of those remaining improvements for a length of time to be determined by the [city council](#)[city engineer or the engineer's designee](#). If the remaining public improvements are greater than \$10,000.00 and are not completed within the determined length of time, the city will impose a penalty that equals ten percent of the performance bond or cash bond. The obligation to complete the improvements remains with the developer, and all future building permits or certificates of occupancy will be withheld until the improvements are complete. If the remaining public improvements are less than \$10,000.00, the developer shall pay the actual dollar amount. The length of time may be extended due to inclement weather or unforeseen delays by mutual agreement between the developer and the city.

30.11.3. Upon acceptance of the required public improvements, the [city administrator](#)[planning director](#) shall submit a certificate to the developer stating that all required public improvements have been satisfactorily completed.

30.12. Deferral of required improvements.

30.12.1. The planning [and zoning commission](#)[director](#) may, upon application of the property owner and favorable recommendation of the city engineer, defer at the time of plat approval, subject to appropriate conditions, the provision of any or all public improvements as, in its judgment, are not required in the immediate interests of the public health, safety and general welfare.

30.12.2. Whenever an application to defer the construction of any public improvements required under this chapter is granted by the planning [and zoning commission](#)[director](#), the property owner shall deposit in escrow his or her share of the costs (in accordance with city participation and oversizing policies) of the future public improvements with the city prior to approval of the plat, or the property owner may execute a separate improvement agreement secured by a cash escrow guaranteeing completion of the deferred public improvements upon demand of the city.

30.13. Building permits and certificates of occupancy.

No building permit shall be issued for a lot, building site, building or use unless the lot or building site has been officially recorded by a final plat approved by the planning [and zoning commission](#)[director](#), and unless all public improvements, as required by this chapter for final plat approval, have been completed, except as may be permitted below:

30.13.1. A building "foundation only" permit may be issued for a nonresidential or multifamily development provided that a preliminary plat has been approved by the planning [and zoning commission](#)[director](#), and provided that the construction plans have been released by the city engineer. However, the building permit shall not be issued and building construction shall not be allowed to surpass the construction of fire protection improvements. In other words, the building shall not proceed above the slab level until all required fire lanes have been completed, and until all water lines serving fire hydrants have been completed, inspected and tested.

30.13.2. The city building official may release some residential building permits for not more than ten percent of the lots within a new residential subdivision, provided that a preliminary plat has been approved by the planning [and zoning commission](#)[director](#) and the construction plans have been approved by the city engineer, and provided that all public improvements have been completed for that portion of the development including, but not limited to, those required for fire and emergency protection, such as streets providing at least two points of emergency access, alleys, water lines serving fire hydrants, and other similar, required public safety improvements. No lot may be sold nor title conveyed until the final plat has been approved by the planning [and zoning commission](#)[director](#) and recorded at Hays County.

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30.13.3. No certificate of occupancy shall be issued for a building or the use of property unless all subdivision improvements have been completed and a final plat has been approved by the ~~planning and zoning commission~~[director](#) and recorded at the county. Notwithstanding the above, the ~~city administrator~~[planning director](#) may authorize the conditional or partial occupancy of a structure provided that an agreement providing cash escrow or other sufficient surety is approved by the ~~city administrator~~[planning director](#) for the completion of all remaining public improvements, and provided that the structure is safely habitable in accordance with the city's building codes.

SECTION 31. FILING FEES AND PLAT RESUBMISSION

31.1. Other ordinances.

Fees and charges, as well as other submission requirements, for the submission of applications for the approval of any type of plat and for engineering review and construction observation shall be as provided by separate ordinance, and may be amended from time to time. It is the applicant's responsibility to obtain and comply with the city's current fee schedule and submission requirements.

31.2. Uniform applicability.

Such fees and charges shall be imposed and collected on all applications for approval of any type of plat, regardless of the action taken by the ~~P&Z~~[planning director](#) thereon. Such fees shall be collected for the purpose of defraying the costs of administrative, clerical, engineering, planning and review services necessary to properly review and investigate plats and subdivision construction. The cost incurred by the city to retain professionals to perform necessary development review, possibly including but not limited to, the ~~city planner~~[planning director](#) and city engineer, may be charged directly to the applicant for the actual cost of said professional services.

31.3. Cessation of pending status.

Should a development proposal or plat application lapse or expire, or should it be denied by the ~~P&Z~~[planning director](#), then that application ceases "pending" status and the project, and its corresponding series of development approvals and permits, shall be deemed to be ended, or "completed". Any reapplication for any type of development approval for that property shall be considered commencement of a new project, and shall be accompanied by new application materials, including new submission fees, and shall conform to all applicable city ordinances in effect at the time of submission of the new application.

31.4. Other fees.

All required fees, unless specifically stated otherwise herein, shall be paid as required in other sections of this chapter. Final observation and review fees may be paid at the time the actual review (i.e., final "walk-through") of the project is undertaken.

SECTION 32. ENFORCEMENT

32.1. Prohibition.

No person shall violate the terms, conditions or regulations enacted in this chapter.

32.2. Violations and penalties.

In addition to all other remedies and relief available to the city at law or in equity for a violation of this subdivision ordinance, the following nonexclusive forms of relief shall be available to the city:

32.2.1. Violations and penalties. Any person who violates any of these regulations for lands within the jurisdiction of the city shall be subject to a fine of not more than \$500.00 per day, with each day constituting a separate offense, pursuant to the Texas Local Government Code, chapter 54, as amended. Each day constitutes a separate violation.

32.2.2. Civil enforcement. Appropriate civil actions and proceedings may be maintained in law or in equity to prevent unlawful construction, to recover damages, to impose additional penalties, to restrain, correct or abate a violation of these regulations, whether such violation occurs with respect to lands within the jurisdiction of the city. These remedies shall be in addition to the penalties described above. The city may recover a civil penalty not to exceed \$1,000.00 per day for violation of this chapter.

32.3. Withholding of subdivision acceptance.

The city may refuse to grant final acceptance of a subdivision that does not fully and completely comply with all terms and conditions of this subdivision ordinance including, but not limited to, the refusal to issue building permits and certificates of occupancy, and the refusal to connect the property to city utilities and services.

32.4. Withholding of other authorizations.

The city may refuse to grant development, construction, or occupancy approvals for improvements in a subdivision that does not fully and completely comply with all terms and conditions of this chapter. Without limiting the type or number of approvals the city may withhold, the city is specifically authorized to refuse to grant site development permits, building permits, utility connections, and certificates of occupancy.

(Ordinance 2019-29, adopted 9/10/19)



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

Submitted By: Lisa Sullivan,

Council Meeting Date: November 7, 2023

Agenda Item Wording: **Discuss and consider approval of a Resolution adopting a Permanent Employee Referral Incentive Program Policy.** *Sponsor: Council Member Sherrie Parks.*

Agenda Item Requestor: Sherrie Parks

Summary/Background: Due to the struggles to fill open full time positions and seasonal summer positions such as Lifeguards and Camp Staff, in February of this year, staff recommended and City Council Approved implementing an Employee Referral Incentive Pilot Program. This program was funded using the savings from the 2023 Salaries line (100-000-60000).

Recruitment Incentive for Recruiting Employee:

- \$150 per person who is recruited and starts employment.
- Only for persons who are recruited for employment who haven't worked for the city in the last 3 years.
- Employees who are involved in the recruitment of the position are ineligible.
- Recruitment Incentive is paid to the recruiting employee on the first pay period after the recruited employee begins work.
- Taxable
- No limitation on the number of employees and employee referral incentives

Sign-On/Retention Incentive for New and Returning Seasonal Employees:

- \$150 per person for a full-time summer seasonal employee for each season.
- For returning or new summer seasonal employees.
- Sign-on/Retention Incentive is paid on the first check after June 1st for returning seasonal employees.
- Sign-on/Retention Incentive is paid on the first check after July 1st for new seasonal employees.
- Taxable
- One incentive per fiscal year for returning or new seasonal employees

Commission Recommendations: N/A

Recommended Council Actions: The Pilot Program was a success. It helped Parks and Community Services employ and retain summer employees. Coyote Kids Camp and the Aquatics Program were able to fill all positions.

The total paid out was \$5,400, well within budget.

With all the positions we are seeking to fill in 2024, the incentive program will not only help with seasonal, but also with full-time regular positions.

We recommend City Council approves the Employee Referral Incentive Pilot Program as a permanent resolution.

Attachments: Employee Incentive Program Resolution Permanent
Employee Incentive Pilot Program Resolution approved in February 2023.
Finance Report on Payouts

Next Steps/Schedule: Execute the permanent Employee Referral Incentive Program.

CITY OF DRIPPING SPRINGS
RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, ADOPTING THE EMPLOYEE REFERRAL PROGRAM.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs adopt policies from time to time to assist in the recruitment and retention of regular and seasonal employees; and

WHEREAS, the City Council of the City of Dripping Springs finds it to be in the interest of hiring and retaining employees to provide referral and retention pay to employees; and

WHEREAS, the City approved a Pilot Program for employee referral incentives and found that the program assisted in recruiting many valuable employees; and

WHEREAS, the City Council finds that it is reasonable and prudent for this policy to be adopted.

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

1. The City Council hereby approves the Employee Referral Incentive Policy pursuant to *Exhibit A*, attached.
2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.
3. The City Council directs City staff to work with the Mayor and City Administrator to administer the Employee Referral Incentive Program.

PASSED & APPROVED this, the _____ day of _____ 2023, 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



DRIPPING SPRINGS
 Texas

Payroll Set: 01-Payroll Set 01

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
0099	Andel, Allie	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0099 - Andel Total:	1.00	150.00
0053	Bailey, Jackson	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0053 - Bailey Total:	1.00	150.00
0055	Bloomgren, Mason	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0055 - Bloomgren Total:	1.00	150.00
0100	Burkholder, Mia	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0100 - Burkholder Total:	1.00	150.00
0007	Carroll, Thomas	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0007 - Carroll Total:	1.00	150.00
0141	Castillo, Elissa	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0141 - Castillo Total:	1.00	150.00
0130	Christiansen, Lydia	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0130 - Christiansen Total:	1.00	150.00
0142	Craighead, Jackson	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0142 - Craighead Total:	1.00	150.00
0056	Durbin, Andrew	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0056 - Durbin Total:	1.00	150.00
0128	Engels, Melanie	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0128 - Engels Total:	1.00	150.00
0147	Engels, Oliver	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0147 - Engels Total:	1.00	150.00
0136	Farrell, Nikolas	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0136 - Farrell Total:	1.00	150.00
0143	Galloway, Gabriella	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0143 - Galloway Total:	1.00	150.00
0145	Garcia, Amber	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0145 - Garcia Total:	1.00	150.00
0111	Jackson, McKenzie	Incentive/Retention - Incentive/Rete	1	1.00	150.00
			0111 - Jackson Total:	1.00	150.00

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
0057	Jones, Aidan	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0057 - Jones Total:		1.00	150.00
0137	Kaniga, Nifa	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0137 - Kaniga Total:		1.00	150.00
0019	Kappler, Amy	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0019 - Kappler Total:		1.00	150.00
0046	Kethley, Ryan	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0046 - Kethley Total:		1.00	150.00
0139	LaDue, Harrison	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0139 - LaDue Total:		1.00	150.00
0058	Lane, Brody	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0058 - Lane Total:		1.00	150.00
0105	McAlpine, Ryan	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0105 - McAlpine Total:		1.00	150.00
0047	McGilvray, Alexa	Incentive/Retention - Incentive/Rete	1	2.00	300.00
		0047 - McGilvray Total:		2.00	300.00
0132	Newman, Ella	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0132 - Newman Total:		1.00	150.00
0097	Oliva, Weston	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0097 - Oliva Total:		1.00	150.00
0140	Scogin, Sarah	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0140 - Scogin Total:		1.00	150.00
0138	Segovia, Christopher	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0138 - Segovia Total:		1.00	150.00
0074	Segovia, Jessica	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0074 - Segovia Total:		1.00	150.00
0146	Somerville, Eva	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0146 - Somerville Total:		1.00	150.00
0144	Stewart, Margo	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0144 - Stewart Total:		1.00	150.00
0133	Sullivan, Madison	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0133 - Sullivan Total:		1.00	150.00
0098	Weiershausen, Lauren	Incentive/Retention - Incentive/Rete	1	3.00	450.00
		0098 - Weiershausen Total:		3.00	450.00
0061	Weiershausen, Lee	Incentive/Retention - Incentive/Rete	1	1.00	150.00
		0061 - Weiershausen Total:		1.00	150.00

<u>Employee Number</u>	<u>Employee Name</u>	<u>Pay Code</u>	<u># of Payments</u>	<u>Units</u>	<u>Pay Amount</u>
			Report Total:	36.00	5,400.00

Item # 10.



Account	Account Description	Units	Pay Amount
100-201-60000	Regular Employees	1.00	150.00
100-400-60000	Regular Employees	1.00	150.00
100-400-60005	Camp Staff	16.00	2,400.00
100-402-60007	Aquatic Staff	17.00	2,550.00
	100 - General Fund Total:	35.00	5,250.00
400-310-60000	Regular Employees	1.00	150.00
	400 - Utilities Total:	1.00	150.00
	Report Total:	36.00	5,400.00



Pay Code	Description	# of Payments	Units	Pay Amount
	Incentive/Retention - Inc	33	36.00	5,400.00
	Incentive/Retention Pay			
	Report Total:		36.00	5,400.00

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-R11

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, ADOPTING THE EMPLOYEE REFERRAL PILOT PROGRAM POLICY.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs adopt policies from time to time to assist in the recruitment and retention of regular and seasonal employees; and

WHEREAS, the City Council of the City of Dripping Springs finds it to be in the interest of hiring and retaining employees to provide referral and retention pay to employees; and

WHEREAS, the City Council finds that it is reasonable and prudent for this policy to be adopted.

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

1. The City Council hereby approves the Employee Referral Pilot Program Policy pursuant to *Exhibit A*, attached.
2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.
3. The City Council directs City staff to work with the Mayor and City Administrator to administer the Pilot Program.

PASSED & APPROVED this, the 7th day of February 2023, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr.

 Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham

 Andrea Cunningham, City Secretary

Exhibit “A”

EMPLOYEE REFERRAL PILOT PROGRAM POLICY



Employee Referral Incentive Pilot Program

Start Date: February 8, 2023

End Date: September 1, 2023

Purpose: To provide additional incentive to recruit and retain both seasonal and full-time employees.

Employee Referral Program

For any current city employee who recruits an individual who starts employment with the City on or after March 1, 2023:

- \$150 per person who starts employment
- Only for persons who are recruited for employment who haven't worked for the city in the last 3 years
- Employees who are the supervisor, hiring authority for the position, or make a recommendation on the hiring for a position are ineligible
- Recruitment Incentive is paid to the recruiting employee on the first pay period after the recruited employee begins work
- This incentive is for recruiting permanent and seasonal employees
- Taxable
- No limitation on the number of employees and employee referral incentives

Sign-On/Retention Incentive for New and Returning Seasonal Employees:

For returning or new summer seasonal employees who returns to employment before or after March 1, 2023:

- \$150 per person for any part-time or full-time summer seasonal employee for each season they return
- For any full-time summer seasonal employee who returns for employment
- Sign-on/Retention Incentive is paid on the first check after June 1st for returning seasonal employees
- Sign-on/Retention Incentive is paid on the first check after July 1st for new seasonal employees
- Taxable
- One incentive per fiscal year for returning or new seasonal employees

Program can be extended or eliminated at any time by City Council.



Employee Referral Incentive Program

Purpose: To provide additional incentive to recruit and retain both seasonal and full-time employees.

Employee Referral Program

For any current city employee who recruits an individual who starts employment with the City on or after March 1, 2023:

- \$150 per person who starts employment
- Only for persons who are recruited for employment who haven't worked for the city in the last 3 years
- Employees who are involved in the recruitment of the position are ineligible
- Recruitment Incentive is paid to the recruiting employee on the first pay period after the recruited employee begins work
- Taxable
- No limitation on the number of employees and employee referral incentives

Sign-On/Retention Incentive for New and Returning Seasonal Employees:

For returning or new summer seasonal employees who returns to employment before or after March 1, 2023:

- \$150 per person for any part-time or full-time summer seasonal employee for each season they return
- For any full-time summer seasonal employee who returns for employment
- Sign-on/Retention Incentive is paid on the first check after June 1st for returning seasonal employees
- Sign-on/Retention Incentive is paid on the first check after July 1st for new seasonal employees
- Taxable
- One incentive per fiscal year for returning or new seasonal employees

CITY OF DRIPPING SPRINGS
RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, REVISING THE PERSONNEL MANUAL.

WHEREAS, each city should have a personnel manual directed to its employees to provide guidance on the duties and responsibilities of the city and the employees; and

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs *Personnel Manual* be updated from time to time to reflect current state and federal law and city practices related to city employees; and

WHEREAS, the City Council of the City of Dripping Springs finds it to be in the interest of hiring and retaining employees to provide a comprehensive Personnel Manual that is regularly updated; and

WHEREAS, the City Council finds that it is reasonable and prudent for this amendment to the *Personnel Manual* to be adopted.

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

1. The City Council hereby approves the amendment to City of Dripping Springs *Personnel Manual* pursuant to *Exhibit A*, attached.
2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.
3. The City Council directs City staff to work with the Mayor and City Administrator to acknowledge the amendment to the *Personnel Manual* and receive training and information on the amended *Personnel Manual* under the direction of the Mayor and City Administrator.

PASSED & APPROVED this, the _____ day of _____ 2023, 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"

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SECTION 1: INTRODUCTION

1.01 Policies Established

These policies and all amendments hereto shall be the official personnel policies of the City. The City retains the right to unilaterally change policies in this Manual and will advise employees of those changes. All prior policies are hereby repealed.

1.02 Purpose

This Manual is adopted by the City Council as a guidance document, not a contract. Through this Manual, the City Council strives to bring uniformity, consistency, and fairness to its employment practices.

1.03 Applicability

These policies apply to all City employees, except where inconsistent with state law, federal law, City ordinance, or the particular agreement ~~instrument~~ hiring a specific employee. In the event of such inconsistency, the state or federal law, ~~or ordinance, or agreement~~ shall prevail.

1.04 Objectives

The City seeks to achieve these objectives through the systematic, uniform application of modern personnel practices. The City's personnel policies strive to:

- (a) promote and increase productivity, efficiency, and responsiveness to the public, and economy in the City service;
- (b) provide fair and equal opportunity for qualified persons to enter and progress in the City's service in a manner based on merit and fitness;
- (c) maintain recruitment, advancement, and other practices to enhance the attractiveness of a City career;
- (d) develop and maintain consistent, up-to-date position classifications and compensation plans;
- (e) develop high morale among City employees by fostering good working relationships, and by providing uniform personnel policies, opportunity for advancement, and consideration of employee needs and desires;
- (f) retain employees on the basis of the adequacy of their performance, correct inadequate performance, and separate employees whose inadequate performance cannot be corrected; and
- (g) assure that employees are protected against coercion for partisan political purposes and are prohibited from using their positions with the City for the purpose of interfering with or affecting the results of any kind of official election.

1.05 At-Will

- (a) All employees of the City serve at-will except those who are a party to a City Council approved employment agreement. Any City Council approved employment agreement preempts any provision of these policies where there is any conflict.
- (b) These policies and the benefits described herein do not constitute a contract of employment or a contract between the City and any employee to provide any benefit. Nothing contained herein shall create an entitlement to, or property interest in, continued employment with the City.
- (c) The City may alter, modify, amend, or terminate any of the policies or benefits set forth herein at any time, with or without notice. Notwithstanding any statement contained in these policies, or in any other document or statement issued by the City or any of its representatives to the contrary, the City shall have the right to terminate any employee from employment with the City, at any time, with or without cause, subject to state and federal law.

1.06 Dissemination

The City shall make every effort to thoroughly acquaint employees with the materials in these personnel policies and any subsequent revision. Copies of these policies and all amendments shall be furnished to each employee. Notwithstanding the foregoing, it is each employee's responsibility to become familiar with the contents of these policies, and to ask questions when necessary, for a full understanding.

1.07 City Administrator

The term "City Administrator" as used in this Manual includes the City Administrator, a Deputy City Administrator, and others specifically designated by the City Administrator to act as agents.

1.08 Chain of Command

Each employee has a supervisor who should be consulted should any work issue arise. If the supervisor is unavailable, or a response is determined by the employee to be inadequate, the employee may discuss the issue with the Department Director, the People & Communications Director(PCD), a Deputy City Administrators, or City Administrator, unless a different procedure is described herein. The supervisory chain of command for each employee shall be listed in the employee's job description. Engaging in activity outside the chain of command as relates to employment matters is detrimental to the employment relationship and harms the ability of the City to react effectively and consistently when presented with employee issues. Each month the City Administrator shall prepare a report for the mayor that lists the hiring, termination, staffing levels, and significant employee actions.

1.09 Core Values



Core Values - **C O D S T X**

- **Community** - support, connection, value through relationships
- **Openness** - open and accepting, transparency, communication
- **Dependability** - trust, teamwork, honesty, responsive, available
- **Service** - safety, sincerity, smiles, self-respect
- **Teamwork** - working together for common goals
- **Excellence** - quality, commitment, professional, greatness, brilliance

SECTION 2. CLASSIFICATIONS

2.01 Classifications Listed

There are 5 classifications of employees with the City: (1) Full-Time—Exempt; (2) Full Time—Non-exempt; (3) Part-Time—Regular; (4) Temporary; ~~and~~ (5) Seasonal; and (6) Event/Intermittent. While not considered an “employee” under this Manual, a sixth classification is Contract Services. Volunteers who are not employed by the City in any capacity are not generally governed by this Personnel Manual but will be reviewed in the same manner as an employee as it relates to conduct and ethics as applicable. Employees who volunteer for the City in a capacity other than their normal job functions will be governed by this Manual.

2.02 Full-Time—Exempt

Employees who work a regular schedule of more than 30 hours a week and meet the federal law requirements of an employee exempt from overtime shall be considered full-time—exempt if approved by the City through a job description. The employee’s average of hours worked per week is not considered when determining whether an employee is full-time—exempt.

Pursuant to the Fair Labor Standards Act, as may be amended (FLSA) and applicable state laws, exempt employees are those who qualify as such under the statute because they fall into one of the exempt categories. Exempt employees are not entitled to overtime compensation pay (but are entitled to compensatory time, as explained elsewhere). Employees are only considered exempt if: (1) they meet the federal requirement; and (2) the approved job description designates the employee as exempt.

2.03 Full-Time—Non-exempt

Employees who work a regular schedule of more than 30 hours a week and who are not exempt hourly—employees ~~who are eligible for overtime~~ based on their job duties or compensation shall be considered full-time—non-exempt. The employee’s average of hours worked per week is not considered when determining whether an employee is full-time—nonexempt. Non-exempt employees are eligible for overtime pay if the employee

works more than forty (40) hours in a 7-day work period. The 7-day work period runs from Monday to Sunday.

2.04 Part-Time—Regular

Employees who work a regular schedule of less than 30 hours a week shall be considered part-time.

2.05 Regular

Any employees who works for an indefinite period of time (not temporary, or seasonal, or event/intermittent) shall be considered regular employees.

2.06 Temporary

Employees who work for a short period of time shall be considered temporary employees.

2.07 Seasonal

Employees who work solely for a specific time of year shall be considered seasonal employees. Seasonal employees may not be employed more than three months in any one year and should start and end employment around the same time every year except when also employed as an event/intermittent employee.

2.08 Event/Intermittent

Employees who work at special events or intermittently at any time of the year on an occasional basis. Seasonal and temporary employees may work as event/intermittent employees.

2.089 Contract Services

At the discretion of the City Council, officer or employee positions may be staffed by professional services providers on a contract basis.

SECTION 3: HIRING

3.01 Hiring Authority

The City Council is the hiring authority for all City officers as described in Local Government Code Chapter 22 or as otherwise designated by the City Council. These officers include City Administrator, Deputy City Administrators, City Secretary, City Attorney, People & Communications Director, Parks and Community Services Director, City Treasurer/Finance Director, Public Works Coordinator~~Director~~, ~~Maintenance Director~~, Building Official, Planning Director, Emergency Management Coordinator, and others designated by City Council.

The City Administrator has the authority to hire any position if such hiring is not required to be authorized by the City Council pursuant to this provision or other resolution or ordinance. The City Administrator may delegate hiring positions to a department head.

For exempt employees of Dripping Springs Ranch Park, the Chair of the Dripping Springs Ranch Park Board of Directors may be involved in the hiring process as described by city ordinance and park rules and policies. The City Administrator has the authority to hire any Dripping Springs Ranch Park position, other than those listed above as hired by the City Council but may consider the input of the Chair of the Dripping Springs Ranch Park Board, if any, in making the hiring determination.

3.02 Interim Appointment

When an emergency exists that requires the services of personnel who are not otherwise available, such employees may be immediately hired by the Mayor or City Administrator for a period not to exceed 90 days without regard to normal recruitment and selection requirements. If the hiring of the interim employee is not confirmed by the primary hiring authority for that position or the City Council within the 90-day period, the employee is considered to be automatically discharged as of the 91st day. Any interim appointment of a position for which the City Council is the primary hiring authority shall be brought to the City Council at the next regular City Council Meeting.

3.03 Background Checks

- (a) Background Processing. Some or all of the following background checks may be conducted for applicants for employment and certain volunteers:
- (1) Social Security Verification. Validates the applicant's Social Security number, date of birth, and former addresses.
 - (2) Prior Employment Verification. Confirms the applicant's employment with the listed employers, including dates of employment, the position held, and additional information available about performance rating, the reason for departure, and eligibility for rehire.
 - (3) Personal and Professional References. Correspondence or in-person contact will be made to individuals listed as references by the applicant.
 - (4) Educational Verification. Confirms the applicant's educational institution, including the years attended and the degree/diploma received.
 - (5) Criminal History. Includes a review of criminal convictions and probation. The existence of criminal convictions is not an automatic prohibition on City employment. The following factors will be considered for applicants with a criminal history:
 - (A) The nature of the crime and its relationship to the position.
 - (B) The time since the conviction.
 - (C) The number (if more than one) of convictions.
 - (D) Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the city, its employees, or its citizens and vendors.
 - (7) Motor Vehicle Records: provides a report on an individual's driving history in the state requested. This search will be conducted when driving is an essential requirement of the position.

(b) The People & Communications Director will notify the department head/supervisor regarding the findings of the background check. The department head will assess the potential risks and liabilities related to the job’s requirements and determine whether the individual should be hired. If a decision not to hire an individual is made based on the results of a background check, the People & Communications Director will make notification to the applicant.

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3.03 Vacancies

~~The City Council may fill all vacant employment positions for which primary hiring authority has not been delegated by this Manual or other document. The Mayor may make interim appointments for any position for which the City Council is the primary hiring authority, provided the issue is brought before the City Council at the next regular meeting for confirmation. The City Administrator may fill all vacant employment positions for which the Administrator has been delegated primary hiring authority.~~

3.04 Notice

(a) ~~The City Administrator~~People & Communications Director or the Director’s Designee shall provide, by appropriate means, public notification of vacancies to be filled within the City service and shall maintain a list of current announced vacancies for public inspection. Notice is not required for those vacancies to be filled internally via promotion, transfer, temporary promotion, or reinstatement.

(b) Each job announcement, insofar as practicable, shall specify the title, nature of the job, required minimum qualifications, proposed rate of pay, and the deadline for and method of application.

~~(b)~~(c) All job openings shall be posted on the City Website and any other location as deemed appropriate and best designed to hire the most qualified candidate. The City Administrator and the People & Communications Director may post any existing position regardless of hiring authority as soon as a vacancy exists. The City Administrator and the People & Communications Director may post for a new position as soon as the job description and creation of the position is approved by City Council.

3.05 Evaluation

The City Administrator and People & Communications Director shall determine the most appropriate means of evaluating applications against job requirements to identify the best qualified applicants. Interviews, background checks (criminal and credit), written tests, and/or other screening procedures may be used as appropriate. Applicants shall be required to provide any job-related information necessary to demonstrate compliance with prescribed minimum qualification requirements for the positions involved.

3.06 Residence

There shall be no residence requirement for City employment, except as may be provided by law. Employees likely to be called to work in cases of emergency may be required to reside within reasonable commuting ranges of their places of work as may be specified in their job description.

3.07 Orientation and Introductory Period

The People & Communications Director shall provide orientation to all city employees, in coordination with the Finance Department and the employee's supervisor, including required benefit and financial paperwork, review of job description and duties, required training, core values, department specific policies, disclosure of personal information, and personnel manual.

All employees shall serve in an introductory capacity for the first 90 days of employment, promotion, or reassignment. During this introductory period, new employees shall be subject to close evaluation. New employees shall not be entitled to standard employee benefits, including paid leave, except to the extent specifically authorized by this Manual. However, (1) health benefits begin ~~after the 30-day introductory period~~ the first day of the month following the start date or as designated by the health coverage provider; and (2) TMRS benefits begin immediately upon full-time eligible employment with the City. Completion of the introductory period does not alter the at-will relationship, create a property interest in employment for any duration, or obligate the City to retain the employee for any certain duration. If this policy conflicts with a separate employment agreement ~~city contract~~ with an employee or an employment benefits provider, the ~~contract~~ employment agreement prevails over the personnel policy.

3.08 Youth Employment

It is the policy of the City of Dripping Springs that no individual under the age of fifteen (15) shall be hired. Applicants between the ages of fifteen (15~~6~~) and eighteen (18) shall be required to show proof of age to the satisfaction of the City Administrator or the Administrator's designee. Employees under the age of eighteen (18) shall not have duties or perform work that is prohibited by state or federal law.

3.09 Job Descriptions

The City Council shall be the approving authority for all new positions. All positions shall have a job description which includes exempt or non-exempt status of employee. The City Council shall be the approving authority for all job descriptions for new positions and for all positions hired by the City Council. The City Administrator may make minor amendments to any job description in consultation with the People & Communications Director, the City Attorney, and the Mayor.

~~for which the Administrator is the hiring authority.~~

3.10 Nepotism

(a) -No person who is related within the second degree of affinity or within the third degree by consanguinity to any elected officer of the city is eligible for any office, position, clerkship or other service of the city. This prohibition does not affect an officer or employee within the named degree, who has already served at least two years of employment with the city at the time when the elected officer takes office.

- (b) No employee may work in a position which is in the line of supervision of a person who is related within the second degree of affinity or third degree of consanguinity or anyone living in the same household as the employee.
- (c) In the case of a marriage of two (2) existing employees, or other situation giving rise to a relationship prohibited by this policy, the individuals concerned will decide who will terminate or modify employment. If no decision can be made within 30 calendar days, the City Administrator, or their designee, will decide. At any time, either employee is free to apply for a different position with the city for which they are qualified, and that would eliminate a violation of this policy.
- (d) Affinity (Marriage Relationships): First Degree/Second Degree Spouse Spouse's Grandparents Father-in-law Spouse's Grandchildren Mother-in-law Brother-in-law Son-in-law Sister-in-Law Daughter-in-law
- (e) Consanguinity (Blood Relationships): First Degree/Second Degree/Third Degree Mother Grandmother Great-Grandmother Father Grandfather Great-Grandfather Daughter Granddaughter Great-Granddaughter Son Grandson Great-Grandson Brother Uncle Sister Aunt Niece Nephew Half-blood relationships fall within the same degree as those of full blood. Step relationships by affinity (marriage) fall within the same degree as those by consanguinity (blood). For example, a stepson would be considered the same as a son. An adopted child is considered the child of the adoptive parents.

~~3.10 Job Posting~~

~~All job openings shall be posted as deemed appropriate and best designed to hire the most qualified candidate. Job postings may be placed in the newspaper, on the City website, or in any other manner. The City Administrator and the may post any existing position regardless of hiring authority as soon as a vacancy exists. The City Administrator and the may post for a new position as soon as the job description and creation of the position is approved by City Council.~~

SECTION 4: COMPENSATION

4.01 Appropriations

Wages, salaries, and working schedules for all employees shall be in accordance with the provisions of the City budget currently in effect, including amendments, and within the limitations of the financial provisions of each department, as approved by the City Council for each fiscal year.

4.02 Timesheets and Time Clock

(a) **Timesheets:** Each exempt employee as defined in Section 2.02 of this Manual is required to turn in the employee's timesheet by the final day of each pay period (see 4.03(a)) to the Department Head. Each Department Head must approve and submit the approved timesheets to the City Treasurer by 9:00 a.m. the next business day following the final day of each pay period. Absences for the pay period must be submitted with each time sheet.

(b) Time Clock: Each non-exempt employee as defined in Section 2.03 of this Manual is required to use the Time Clock to clock in and out each day with the employee's timecard if the employee works at the site where a time clock is located and accessible. Each employee is required to sign the employee's timecard agreeing that the time card accurately and completely reflects all time worked during the period in question and that no hours were worked that do not appear on the card. It is a violation of city policy to:

- (1) allow another to clock in or out for the employee;
- (2) fail to clock in when the employee arrives;
- (3) fail to clock out when the employee takes a lunch break or leaves work;
- (4) fail to submit all hours worked; or
- (5) fail to follow time clock policies or procedures issued by the City Administrator.

Any failure of this policy may result in disciplinary action.

A non-exempt employee may use a time sheet if approved by the employee's supervisor and/or who works or trains off site, comes to the off site location or leaves from the off site location, or who is approved to use a time sheet, may use a time sheet for that time. The time sheet shall be submitted pursuant to Section 4.02(a). Any nonexempt employee whose primary work location is at a location that does not have a time clock shall use a time sheet in the same manner as listed in Section 4.02(a). These non-exempt employees include, but are not limited to, those who are primarily employed at Dripping Springs Ranch Park.

Any discrepancy between the timecard and the employee's work hours requires notification to the employee's supervisor within seventy-two (72) hours whether the discrepancy is based on employee error or time clock malfunction. Only an employee's supervisor, the City Administrator, or ~~the~~ Deputy City Administrator may make manual changes to an employee's timecard or time sheet. Time recorded will be the work-time paid or employees will be paid from time sheets verified by actual recorded times. Any adjustments to the recorded time on a timecard or time sheet must be approved by the employee's supervisor. Supervisors will be accountable to the City Administrator for any manual changes submitted.

4.03 Payment Procedures

(a) Employees will be paid every other Friday. Approved timesheets must be turned in by 9 a.m. on the first business day following the end of each pay period. If a payday is scheduled for a City holiday, the payday will be processed the day before the City holiday or holidays.

(b) Paychecks shall not be given to third parties without the express written authorization of the affected employee or as required by state law.

- (c) If an employee receives a paper paycheck and is absent on a scheduled payday, the employee's paycheck shall be held until the employee returns, unless a written request for other arrangements has been delivered to the City Administrator prior to such payday.
- (d) Direct deposit for employee paychecks is encouraged. To enroll in direct deposit, an employee shall complete the form provided by the Accounting Department and the form must be signed in ink and the original must be submitted to Accounting.

4.04 Overtime

- (a) Overtime commences for each hour a non-exempt employee works beyond the standard 40-hour week in the seven-day work period. Overtime shall not be calculated to include vacation, ~~holiday~~, sick leave, or any other paid leave taken during the same seven-day work period as "hours worked." Hours worked for purposes of overtime are any hours worked in the seven-day work period **and include holiday hours**. Special pay for work during non-business hours, nights, or weekends will not be given unless otherwise specified in this manual.
- (b) All nonexempt employees are eligible for overtime compensation in accordance with the FLSA.
- (c) Overtime compensation shall be calculated in accordance with Section 5.03(f).
- (d) Each non-exempt employee shall be responsible for notifying the employee's supervisor if an assignment cannot be completed within the employee's regular 40-hour workweek. No employee shall work overtime unless the employee's supervisor has determined that such overtime is required. Any employee who works unapproved overtime **shall be paid, but** may be subject to discipline.
- (e) All exempt employees are entitled to compensatory time. Compensatory time shall accrue in accordance with §5.03(f) (below).
- (f) An employee who requests the use of accrued compensatory time shall be permitted to take such leave within a reasonable period after making the request unless the employee's absence would unduly disrupt the operations of the City.

4.05 Raises, Merit Increases, and Cost of Living Adjustments

City Council has the sole authority to pass ordinances affecting pay scales. Raises, merit increases, and cost of living adjustments shall be considered at the time of annual employee evaluations or when brought to the City Council by the City Administrator. An employee who desires to request a raise or merit increase at a time other than at the time of annual employee evaluation, may make the request in writing to the employee's supervisor and the City Administrator. The City Administrator, in consultation with the employee's supervisor, shall decide whether to bring a recommendation for a pay raise or merit increase to the City Council.

4.06 Promotions

When possible, job openings within the City are filled by promoting qualified employees. A promotion is based on several criteria which includes, but is not limited to, performance in the employee's current job, attitude, attendance, punctuality, experience and interest in the City and qualifications for the open position. ~~Positions that become available will be posted on the City's website, municipal office Bulletin Board.~~ An employee applicant will be considered in a fair and appropriate manner as would any applicant. After considering qualifications, experience, etc., an opening will be filled by the person best qualified for the position. All promotions are made without regard to race, color, religion, sex, age, national origin, disability, or marital status. No supervisor may alter the terms of employment from "at-will" to a contracted relationship due to a promotion of an employee to a different position without approval from City Council.

4.07 On Call Policy

(a) Roles and Responsibilities

(1) Department Directors:

(A) The City Administrator, Deputy City Administrators, the Public Works Director, the Deputy Public Works Director, Maintenance Director, Dripping Springs Ranch Park Event Center Manager, Emergency Management Coordinator, and the Parks and Community Services Director, will schedule employees for On-Call duty. Priority will be given to employees who volunteer for duty and have the necessary knowledge and skills for On-Call duty.

(B) The City Administrator, Deputy City Administrators, the Public Works Director, Maintenance Deputy Public Works Director, Dripping Springs Ranch Park Event Center Manager, Emergency Management Coordinator, and Parks and Community Services Director will oversee the On-Call schedule, duties, and concerns of On-Call Employees at City facilities.

~~(B)~~(C) No employee may be scheduled more than three weeks in a row for On Call Duty. In addition, the Emergency Management Coordinator or the Coordinator's Designee shall ensure that all employees are provided adequate rest time when called to work during emergency situations.

(2) Employees who are On-Call:

(A) Inform Department Director of availability for On-Call duty.

(B) For the week of On-Call duty:

- i Obtain the City-Issued Cellphone prior to beginning of week (if available).
- ii Answer all inquiries or after-hours emergencies either by phone or on-site.
- iii Stay within 30 minutes of the City of Dripping Springs. (Employee is not required to stay on-site when On Call).
- iv Are not allowed to be under the influence of alcohol or any other substance when On-Call.
- v May use a City Vehicle for their On-Call duties and commuting solely while on On-Call duty in order to benefit the City.
- vi On-Call Employees may be issued a City-Issued Cell Phone to respond to all On-Call calls.

(C) Failure to follow these requirements can result in limitations to On-Call duty in the future and other discipline as allowed by the Personnel Manual.

(b) Compensation for On-Call Duty

- (1) On-Call Employees will receive a stipend of \$200 for each week per month they are On-Call.
- (2) On-Call Employees will receive pay for the time they actually work which begins when the Employee responds to an On-Call request.
 - i Non-exempt: receive hourly wage or overtime. Any hours worked during On Call time by a non-exempt, full-time, regular employee is eligible for Overtime Pay. Overtime is earned if in the week of On-Call hours worked the total hours worked are over 40 hours in the 7 day work period.
 - ii Exempt: receive compensatory time off if in the week of On-Call hours worked the total hours worked are over 40 hours in the 7-day work period.

4.08 Longevity Pay

The City provides regular employees longevity pay, at the budgeted rate for each full year of service, up to a maximum of 20 years. Employees with less than one year of service shall receive a budgeted amount up to an amount equal to one year of service.

SECTION 5: BENEFITS

5.01 Insurance

The City provides varying types of insurance coverage, which includes hospitalization, major medical, life, long-term disability, and dental for full-time, regular employees only. The types of insurance coverage, and the required employee participation, may vary from year to year. Upon employment, an application for coverage shall be completed on the employee and forwarded to the insurance company. The application must be submitted before coverage will become effective. If an employee is on unpaid leave for longer than thirty consecutive days, the absence may affect the employee's insurance coverage and may result in the loss of paid coverage by the City. If this occurs, the employee will be offered continuation of health coverage at the employee's cost (COBRA) for the time of unpaid leave to the extent required by law.

5.02 Workers' Compensation

- (a) Workers' Compensation coverage is provided for all employees.
- (b) In the event of a job-related injury, a standard Workers' Compensation claim form must be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so. Contact the City Administrator to obtain the necessary form(s).

5.03 Leave

(a) **Holidays:** Employees are generally not required to work on City holidays. The City may choose to observe the day preceding or following a holiday's official date. Each year the City Council will adopt the official City Calendar and that shall be the official list of City Holidays for employees for that year. City holidays are as follows, but are subject to change pursuant to City Council discretion:

- New Year's Day
- Martin Luther King's Birthday (third Monday in January)
- Washington's Birthday (Presidents Day) (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth
- Fourth of July
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

In addition, each employee will be given 1-personal floating day to use as needed. Personal day will not carry over to following year. Full-time, exempt employees required by their supervisors to work on a holiday shall be given the same amount of substitute time off as is worked, up to 8 hours substitute time off with pay on another date. ~~Full time, nonexempt (hourly employees who are eligible for overtime) employees who are required to work on a holiday shall be given: (1) 8 hours of holiday pay; plus (2) straight time 1/2 pay for the hours of work on the holiday.~~ Regular, part-time employees are eligible for holiday pay on a pro-rated basis. Holiday hours are considered hours worked for the purpose of compensatory time off for exempt employees and for overtime for non-exempt employees. An employee on unpaid leave on a designated holiday, or in a non-pay status on a scheduled workday immediately preceding or immediately following a designated holiday, shall not receive pay for the holiday. An employee on preapproved vacation leave on a designated holiday, or any type of paid leave, shall not have the holiday deducted from his or her leave time.

(b) **Religious Observance:** Employees desiring to observe religious holidays not coinciding with an officially designated City holiday may be given time off without pay, or may be authorized to use accrued vacation leave, a floating holiday, or compensatory time.

(c) **Vacation:** Upon hire, full-time, regular employees shall be given 40 hours of vacation and will additionally commence to accrue paid vacation as follows: 7 hours each month if employed less than 1 year; 107 hours per month if employed 1 to 4 years; and 10 hours per month if employed more than 4 2 years, but less than 10 years. A full-time regular

employee who has been employed more than 10 years shall receive 14 hours per month of vacation leave. Each regular employee will be eligible to use ~~accrued~~ vacation hours after successfully completing a 90-day introductory period.

Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in advance by the ~~Department Head~~City Administrator. On January 1st of each year accrued vacation time will be reviewed for each employee and any accrued vacation hours over 120 hours shall expire. Accrued vacation leave that has not expired will be paid out when an employee leaves service with the city up to 112 hours if an employee has been employed for at least six continuous months with the city.

- (d) Sick Leave:** Full-time, regular employees shall commence to accrue paid sick leave at the rate of 4 hours per month upon full-time employment with the city. Sick leave may be taken as accrued when an employee is ill, to attend doctor/dentist appointments, or to care for a member of the employee's household. Employees unable to work because of unexpected illnesses shall notify their immediate supervisor as soon as reasonably possible. The City may require a physician's verifying statement for any illness that exceeds 3 working days within a two week pay period, or in the event of excessive absences or absences of extraordinary duration. Sick leave may be carried over to subsequent fiscal years. Accrued sick leave will not be paid out when an employee leaves service with the city. Any employee who exhausts sick leave due to illness may substitute vacation leave or other appropriate paid leave during the time of the illness. Leave that is eligible for Family Medical Leave Act is governed by Section 5.07 of this Manual.
- (e) Injury Leave:** An employee injured on-the-job shall receive benefits as provided in the City's Workers' Compensation coverage. Nothing herein shall prevent an employee from using accumulated sick leave, vacation leave, or compensatory time off during an absence due to injury. An employee shall immediately report any injury incurred in the line of duty, however minor, to a supervisor, and take such first aid treatment as may be necessary. In the event of a job-related injury, a standard Workers' Compensation claim form must be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so.
- (f) Compensatory Time:** Salaried, exempt employees will receive compensatory time with pay at a rate of one hour comp time for every hour worked over 40 in a standard seven-day work period (**1:1**). Compensatory Time may be taken as accrued. Holiday hours are considered hours worked for purposes of compensatory time off. Compensatory time may be carried over to subsequent fiscal years. Compensatory Time of more than 100 hours may not be carried over to the next fiscal year. The City may either: (1) recommend time off for the employee to use Compensatory Time off; or (2) shall exchange pay for Compensatory Time, at the City Administrator's discretion for payouts of ~~80~~100 hours or less where the hours cannot be carried over and the

employee does not take the hours as paid time off. The Mayor may approve an additional payout of 20 hours of compensatory time off. For payouts of over ~~80-120~~ hours not approved by the Mayor, the issue may only be approved by City Council. This section does not apply to compensatory time off earned in lieu of overtime for nonexempt employees.

(g) Civic Leave: Each January 1st each full-time, exempt and non-exempt, regular employees shall accrue 8 hours of paid leave toward satisfying civic activities, such as voting and donating blood. New employees accrue the 8 hours of Civic Leave upon employment. Civic Leave may be taken as accrued. In addition, employees are provided paid civic leave for jury service. Employees granted civic leave for jury service shall retain all juror fees. Employees excused or released from jury service during working hours shall report to their work stations, unless otherwise instructed. Civic leave may not be carried over to subsequent fiscal years.

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(h) Bereavement Leave: Bereavement leave shall be available to any full-time or part-time regular employee ~~whose 90 day introductory period has been completed~~. Bereavement leave shall not exceed twenty-four work hours within sixty (60) days of the death of a family member or a member of the employee’s household and shall be prorated for part-time regular employees. Bereavement Leave may be taken as accrued. Bereavement leave is available upon the death of an immediate family member or a member of the employee’s household. Immediate family member includes children, spouse or partner, parent, grandparent, grandchild, or sibling, whether related by blood or marriage. A member of the employee’s household includes any individual who resides with the employee. Bereavement leave is available for each death meeting the above criteria.

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(i) Parental Leave: Each pregnant employee shall be treated the same as other similarly situated employee regarding requests for sick leave and for accommodations related to performing the essential functions of the job. Pregnant employees and employees with illnesses or disabilities arising from pregnancy or maternity shall be entitled to benefits on the same basis as employees with other types of illnesses or disabilities. The employee will be entitled to resume work following the end of the pregnancy when the employee is able to perform all job duties and has obtained a physician’s release to return to duty.

(i) Military Leave:

(1) The City complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), as amended. USERRA is a federal statute that protects employees who engage in military duty in the uniformed services. The

exception to the “at-will” doctrine contained in USERRA applies only to this section of the Personnel Manual regarding military leave.

- (2) Military leave shall be approved leave for regular, full-time employees of the City who are members of the state military forces or members of the reserve components of the Armed Forces of the United States.
- (3) The paid military leave period is measured as the fiscal year October 1 through September 30.
- (4) Employees may elect to continue medical benefit coverage under COBRA for the duration of the military leave unless covered under the provisions of FMLA.
- (5) All requests for leave should be accompanied by a copy of the order, directive, notice, or other documents requiring absence from scheduled work.
- (6) An employee who is a member of the state military forces or a reserve component of the armed forces will be granted up to fifteen days of paid leave per fiscal year for days on which the employee is engaged in authorized training or duty ordered or authorized by the Texas military pursuant to Chapter 437 of the Government Code:
 - (1) All requests for leave must be accompanied by a copy of the order, directive, notice, or other document requiring absence from scheduled work.
 - (2) Leave pay will not be granted for hours before or after the regularly scheduled working hours or for overtime hours scheduled.
 - (3) No employee using Chapter 437 military leave will be discriminated against for use of this leave or lose any work benefit while using this leave.

(k) Administrative Leave: In circumstances not falling within other provisions of these policies, the City Administrator or Mayor may authorize an employee to take leave *without pay* under such terms and conditions as may be mutually agreeable. The City Administrator or Mayor may authorize an employee to take up to eighty (80) hours of leave with pay within a twelve-month period when it is in the best interest of the City and staff. Any request for administrative leave exceeding eighty (80) hours within a twelve-month period must be approved by the City Council.

(l) Unauthorized Absence: Employees who are absent from work without having provided notice, obtained a supervisor’s approval, provided a legitimate excuse, or who fail to return from scheduled time off without notice, may be deemed to have abandoned their position. Abandonment of an employment position may lead to disciplinary action or the determination that the employee has resigned.

(m) Donation of Paid Time Off: One or more employee may donate accrued paid time off, including sick leave, vacation leave, or compensatory time off hours to another employee if: (1) the receiving employee has exhausted all paid time off or will exhaust

the paid time off during the expected leave time; (2) the receiving employee is requesting leave for a reason listed above where the employee would normally have paid time off but has exhausted the employee's paid leave; and (3) the supervisor of the receiving employee and the city administrator gives their approval. A receiving employee may not: (1) use donated time off for vacation leave; or (2) use donated time off for more than twelve (12) weeks in one twelve (12) month period.

(n) Partial Day Absences:

- (1) Partial Day Absences of less than eight hours where an exempt employee, as defined in Section 2.02 of this Manual, is unavailable for work shall:
 - (a) be charged to accumulated time off such as vacation, compensatory time off, sick leave, or other paid leave as appropriate; or
 - (b) be taken as leave without pay if all paid leave is exhausted.

- (2) An exempt employee requesting an absence of less than eight hours due to unavailability, and who has exhausted all paid leave, shall request approval of unpaid leave from the ~~City Council~~ City Administrator or Mayor pursuant to Section 5.03(1) pursuant to this Manual or request Donation of Paid Leave under certain circumstances as defined in Section 5.03(n).

- (3) Partial Day Absence leave is not required where the exempt employee is able to reach 40 or more hours in a 7-day work period and where such daily work periods are approved by the ~~Department Head~~ City Administrator.

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5.04 Retirement

The City participates in the Texas Municipal Retirement System (TMRS), through which retirement benefits are provided to each permanent employee who averages 1000 hours per year or more.

5.05 Training

The following educational opportunities are available, at the discretion of the Mayor and/or City Council, and subject to budget appropriations:

- (a) **Events:** Employees are encouraged to attend professional conferences, seminars and workshops reasonably related to municipal activities.

- (b) **Memberships:** The City may fund employee membership in professional development organizations. Membership activities must be related to the employee's position with the City. All memberships funded by the City must be approved by the City Administrator.

- (c) **Tuition Reimbursement:** The City may reimburse employees for the cost of tuition for the employee's continuing education. The degree program must be related to the employee's position with the City and approved by the Mayor and City Administrator in advance. To be eligible for reimbursement, the program must be for: (1)

certifications or licenses that are directly related to the employee's core job duties; or (2) course credit at a college or university accredited by the Texas Higher Education Coordinating Board. To be eligible for reimbursement, the employee must have received a grade of "B" or higher for that semester (or "pass" if the course is only offered "pass/fail"). The Mayor or City Administrator may approve up to three thousand dollars (\$3,000) of tuition reimbursement per calendar year. Requests above three thousand dollars (\$3,000) per year require approval by City Council. ~~While receiving tuition reimbursement, the employee shall not be eligible for cost of living or merit raises. An employee may be eligible for a salary increase if the employee receives new job duties or a new job title while receiving tuition reimbursement.~~ No minimum amount of tuition reimbursement is mandated or required by this policy but is solely at the discretion of the Mayor, City Administrator, and City Council. The approved written reimbursement agreement shall be attached to this Manual as Attachment "A".

- (d) Travel Reimbursement:** Employees may submit reasonable travel expenses related to educational events, professional conferences, seminars, classes, and workshops that are reasonably related to municipal activities in writing to the City Administrator. These expenses may be reimbursed by the City on a case-by-case basis and travel reimbursement may be given for events whether or not the tuition, seminar, or conference fee is paid for by the City or the Employee.
- (e) Employee Reimbursement for Training or Tuition Costs:** Each employee who receives training or accepts tuition for continuing education that costs more than \$1000 for one class, event, or related travel expenses for such training or schooling shall sign a written reimbursement agreement that states that they will reimburse the City for the costs related to the training or schooling if the employee separates from the City within two years of the date of the training if a single day, or the last day of the training if a multi-day event, or from the last day of classes for classes reimbursed by the City.

5.06 Uniform Policy

- (a)** The City purchases uniform shirts, pants, shoes, and other clothing for certain employees of the City. The purchase of uniforms, amount, and type are set by the budget each year based on each department's budget. When an employee receives a uniform item from the City, the employee is responsible for keeping the item in good repair. If an employee purchases clothing, and the City pays for the logo, the employee may keep the clothing upon separation from employment. For items purchased by the City, the item must be returned to the City unless the item is released to the employee by the City Administrator.
- (b)** All uniforms bearing a city logo and purchased by the City are considered City property and must be relinquished to the supervisor upon the end of the employee's employment with the city. If items are not returned, the City may pursue reimbursement for the amount spent

on that employee's City-purchased uniforms. Each department ~~head~~director is responsible for maintaining a list of City-purchased uniforms or logoed items and providing that information to the finance department.

- (c) Supervisors are expected to exercise reasonable diligence and to make a good faith effort to ensure the return of City-purchased uniforms upon termination of an employee. This includes keeping accurate records of what uniforms the City has purchased and who is in possession of each item. Such record shall be made available to the City Administrator and the finance department.
- (d) No identifiable part of the uniform shall be worn while off duty and not involved in an activity directly related to one's employment and assignments with the City. The uniform may be worn while commuting to and from the workplace. It is a violation of this policy to wear the uniform while in private employ elsewhere, or when self-employed doing outside employment.

5.07 FAMILY AND MEDICAL LEAVE ACT (FMLA)

(a) Definitions

- (1) **12-Month Period:** A rolling 12-month period measured backward from the date the leave is taken.
- (2) **12-Month Service Member Period:** A single 12-month period measured forward from the first day Service Member Family Leave is taken.
- (3) **Child:** A biological, adopted, or foster child, a stepchild, a legal ward; or a child of a person standing in loco parentis, who is standing in the place of a parent, who is either under the age of 18 or age 18 or older and requires active assistance or supervision to provide daily self-care. A biological or legal relationship is necessary. A more detailed definition is provided in the Family and Medical Leave Act which is available from the [People & Communications Director](#)'s office.
- (4) **Health Care Provider:** A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services. A more expansive definition is provided in the Family and Medical Leave Act of 1993 which is available in the People and Communications Department.
- (5) **Next of Kin:** The nearest blood relative of a Covered Service member.
- (6) **Parent:** A biological or adoptive parent or an individual who stands or stood in the place of a parent to an employee when the employee was a child. This term does not include parents-in-law.
- (7) **Serious Health Condition:** An illness, injury, impairment, or physical or mental

condition that involves:

- (A) Any period of incapacity or treatment that results in inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
- (B) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
- (C) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or 4) for prenatal care. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Restorative dental surgeries after an accident or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met.

(8) Spouse: A husband, wife, or domestic partner lawfully married to one other, as defined or recognized under state or federal law for purposes of marriage, including common law marriage.

(b) Policy

An employee may be eligible to take up to twelve (12) weeks of unpaid family and medical leave during a rolling twelve (12) month period. An eligible employee is one who has been employed with the City for at least twelve (12) months, and who has worked at least 1,250 hours during the twelve (12) months preceding the first date leave is to be taken. Leave can be taken for any of the following reasons: birth of a child, placement with the employee of a child for adoption or foster care; when the employee is needed to care for a child, spouse, domestic partner, or parent who has a serious health condition; or when the employee is unable to perform the essential functions of the position because of the employee's own serious health condition.

Generally, employees will be returned to the same or an equivalent position upon their return from FMLA leave. The City complies with all provisions of FMLA in its employment practices and makes available detailed explanations and instructions of FMLA benefits and procedures to all employees who fall within its provisions, should such circumstances arise.

(c) Conditions

All eligible employees shall be granted family or medical leave consisting of unpaid leave, and when requested and appropriate, accrued sick and/or vacation leave, for a combined total of up to twelve (12) weeks during the FMLA leave year for the following reasons:

- (1) Family Leave: Any family leave must be taken within twelve months from the date of the birth or placement of a child for adoption or foster care.
- (2) The birth and subsequent care of the employee's newborn child and in order to care for the child;
- (3) The placement of a child with the employee for adoption or foster care, and to care for the child.

(d) Medical Care

- (1) To care for a spouse or domestic partner, child, or parent who has a serious health condition;
- (2) The employee is unable to perform the essential functions of their position due to the employee's own serious health condition;
- (3) A "qualifying exigency" as a result of the employee's spouse, child, or parent who is a military member on covered active duty or called to covered active duty (or notified of an impending call to active duty), or in support of a contingency operation for covered members of a Reserve component, or
- (4) To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the covered service member (military caregiver leave).
- (5) Any other circumstance provided by the FMLA.
 - (A) Employees are entitled to 12 weeks of FMLA-protected leave for a qualifying reason.
 - (B) Employees are entitled to 26 weeks of leave if they qualify as military caregivers.

(e) Procedures

(5) Twelve-Month Period

The twelve (12) month period for counting family and medical leave is a "rolling" twelve (12) month period measured backward from the date an employee requests or is placed on FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks that has not been used during the immediately preceding 12 months, or 26 weeks provided in certain circumstances.

Employees are eligible to take medical leave intermittently or on a reduced leave schedule only when medically necessary. Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director and the City Administrator.

(6) Employee Request for Leave

An employee must give at least thirty (30) days' advance notice in writing for the need to take foreseeable family or medical leave for planned medical treatment, unless the need is unforeseeable, in which case, as much notice as is practicable should be given. The request must state the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave. When it is not practicable under the circumstances to provide thirty (30) days advance notice, the employee must give notice to the ~~People and Communications Director~~People & Communications Director as soon as possible but no later than two (2) business days after the employee learns of the need for the FMLA leave.

(7) Department Notification

Each Department Director is responsible for notifying the People & Communications Director and the City Administrator immediately when an employee is away from work for a family and medical leave qualifying event (if family and medical leave has not been approved), even if the employee is utilizing paid vacation, sick or personal leave, or is out due to a work-related injury. An employee using sick leave should be reported to the People & Communications Director or the Director's designee if it is anticipated that the duration of the illness will be three (3) or more days, or once the employee exceeds three (3) days.

(8) People & Communications Director Responsibility

People & Communications Director is responsible for the central administration of all requests for family and medical leave. The People & Communications Director reserves the right to automatically place an employee on family and medical leave if it is determined that a qualifying event has occurred. The People & Communications Director may retroactively designate the beginning date of FMLA to the beginning date of the employee's absence for the qualifying event.

(9) Approval

An employee shall submit a request for family and medical leave through proper channels to the Department Director who will then forward it to the People & Communications Director for approval. Confidential medical information that accompanies the application can be submitted directly to the People & Communications Director.

(10) Substitution of Paid Leave

An employee utilizing this policy for the placement of a child for adoption or foster care with the employee shall be required to exhaust all accrued vacation, parental, sick, and any other applicable paid leave prior to going on unpaid leave. An employee utilizing this policy for the serious illness of a child, spouse, or parent must exhaust all accrued sick leave, vacation leave, compensatory time off, and any other applicable paid leave prior to going on unpaid leave. If an employee gives birth to a child, sick leave can be utilized until the employee receives a release from the doctor. After being released, the employee may use additional sick leave if

permitted in accordance with the sick leave policy. Once all applicable sick leave has been used, the employee shall be required to exhaust all accrued vacation, compensatory time, holiday leave, parental leave, and any other accrued paid leave, prior to going on unpaid leave. An employee utilizing this policy for the employee's own serious health condition shall exhaust all accrued sick leave, vacation leave and personal leave prior to going on unpaid leave. If an employee is off work due to a work-related injury and the employee qualifies for family and medical leave, it will run concurrently with any paid leave. The City reserves the right to count any paid leave that qualifies for family and medical leave toward the twelve (12) or twenty-six (26) weeks allowed under this policy.

If medical leave is requested, the employee may use accrued sick leave. After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave upon request of the employee. If family leave is requested, the employee may use paid parental leave, if applicable, compensatory time off, and accrued vacation leave. For the birth of the employee's child and in order to care for the child, the employee may use accrued sick leave.

In the event that the appropriate paid leave is exhausted, the remainder of the family or medical leave period will consist of unpaid leave. Family and Medical leave will run concurrently to accrued sick leave and / or vacation, personal or other leave used for FMLA leave purposes.

(11) Maximum Time Allowed

The maximum amount of family and medical leave available is twelve (12) weeks during a twelve (12) month period even if there is more than one family and medical leave qualifying event. The only exception to the twelve (12) week maximum is the leave to provide care of an injured service member, described below, which allows for an extended FMLA leave of 26 weeks.

(12) Medical Certification

The [People & Communications Director](#) may require satisfactory proof of the proper use of medical leave and may disallow the applicability of medical leave in the absence of such proof.

The City requires medical certification from a healthcare provider to support a claim for leave to care for a seriously ill child, spouse, or parent, or for the employee's own serious health condition. Medical certifications must be submitted to the [People & Communications Director](#) within fifteen (15) working days. Recertification may also be required every 30 days. An employee will be notified if recertification is required. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. For the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the position and expected duration. The City does not seek and should not be provided with genetic information. If an employee or

applicant's genetic information is inadvertently received by the City; the City will return it to the healthcare provider and not use genetic information for any employment decision or action.

Failure to provide medical certification may result in a delay in the commencement or continuation of the FMLA leave. If a question arises whether an employee on FMLA is utilizing FMLA for reason(s) other than an FMLA-approved illness or injury, the City may take steps to verify the proper use of FMLA leave.

Upon returning to work after leave for the employee's own illness, an employee is required to provide certification to the supervisor that the employee is able to return to regular duties. If the validity of a certification is questioned, the City may require that a second opinion be obtained. If the first and second opinions differ, the City may require a third opinion be obtained. The employee and the City must agree upon a health care provider for the third opinion and this opinion shall be binding on both parties. The City shall bear the expense of second and third opinions.

(13) Return to Work

When an employee returns to work after Family and Medical Leave, the employee shall be restored to the same position or to an equivalent position involving the same or substantially similar duties and responsibilities. An employee will be restored to the same worksite or to a geographically proximate worksite. The employee is also entitled to return to the same shift or an equivalent schedule.

Employees eligible for Family and Medical Leave will generally be returned to their old position or to a position with equal pay, benefits, and other terms and conditions of employment. However, the City cannot guarantee that employees will be returned to their original jobs in all cases. The City will determine whether a position is an equivalent position.

This policy does not entitle any employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave. For example, if during an employee's approved leave, the employee is terminated for reasons unconnected with a legitimate leave, or the employee's position is eliminated through a reduction in force, the commitment to return the employee to a position with the City will cease at the time the employee is terminated or the position is eliminated. An employee on medical leave for five (5) consecutive working days or more for the employee's serious health condition, must provide a "Return-to-Work" release from the employee's health care provider before the employee will be permitted to return to work. The "Return-to-Work" release must state that the employee is able to resume work and must specifically reference that employee's job description and specific duties.

The City reserves the right to consult with the employee's health care provider for clarification on "Return to Work" releases or other FMLA documentation provided by the employee. An employee's failure and/or refusal to provide the necessary FMLA documentation and the periodic written updates as to the employee's FMLA status, as required by the FMLA and the City's policies, shall subject the employee to the possible cancellation of the leave, and other disciplinary action up to and including termination.

(14) Failure to Return to Work

Employees who do not return to work after using all Family or Medical Leave will be subject to disciplinary action up to and including termination unless additional leave has been requested, in writing, and approved by the City in accordance with the City's policies. Employees should submit a written request for an extension of leave to the Department Director. This written request should be made as soon as the employee knows that they will not be able to return to work on the originally declared return date.

(15) Continuation of Health Coverage Benefits

While utilizing unpaid Family and Medical Leave, an employee's health coverage benefits will continue without interruption as long as the employee pays their portion of the health coverage premiums. Health coverage premiums can be deducted from the paycheck before the leave begins, or during the leave, if the employee continues to receive pay (pre-tax), bi-weekly. While on unpaid FMLA, the City will continue to pay its portions of the premiums during the duration of the FMLA.

(16) Intermittent Leave

When medically necessary, an employee may take Family and Medical Leave on an intermittent basis or work a reduced schedule. Arrangements should be made with the employee's immediate supervisor so that the operations of the department are not unduly disrupted. An employee taking intermittent leave or leave on a reduced schedule may be temporarily assigned to an alternative position with equivalent pay and benefits if it better accommodates the needs of the department.

Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director and the [People & Communications Director](#).

(17) Holidays

Holidays will be paid in accordance with the Holidays policy. City holidays will not be counted as part of the twelve (12) or twenty-six (26) weeks of Family and Medical Leave, whether the employee is on paid or unpaid leave.

(18) Texas Municipal Retirement System (TMRS)

Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is on leave without pay status.

It is the employee's responsibility to initiate such an arrangement by timely contacting the City's [People & Communications Director](#) and completing the necessary paperwork. This arrangement is subject to approval by the City and TMRS.

(19) Recordkeeping

Family medical leave time will be tracked on an hourly basis for payroll and compliance purposes. To determine entitlement for employees who work variable hours, the minimum hours required for eligibility is calculated on a pro-rata or proportional basis by averaging the weekly hours worked during the twelve (12) weeks prior to the start of family and medical leave.

(20) Military Family Leave Entitlement

Military Qualifying Exigency Leave: Employees who are otherwise eligible for FMLA and have a spouse, child, or parent on covered active duty (deployed to a foreign country) or called to covered active duty status in the National Guard or Reserves (deployment to a foreign country or in support of a contingency operation) may use their 12-week unpaid, job-protected leave to address certain qualifying exigencies including eligible: short-notice deployments; attendance at military events and related activities; childcare and school activities; addressing financial and legal arrangements; attending counseling sessions; attending post-deployment activities; up to 15 days of rest and recuperation; and parental care.

Military Caregiver Leave: Employees who are the spouse, parent, child, or next of kin of a service member who incurred a serious injury or illness while on active duty in the Armed Forces and is undergoing medical treatment, recuperation, or therapy, may take up to 26 weeks of leave to care for the injured service member in a single 12-month period. The covered service member must be a current member or eligible veteran of the Armed Forces (including a member of the National Guard or Reserves) with a serious injury or illness incurred in, or aggravated by, service in the line of duty on active duty that may render the service member medically unfit to perform their duties.

SECTION 6: WORKPLACE CONDUCT

6.01 Standard Work Period

The 7-day work period begins each Monday at 12:01 a.m. and ends each following Sunday at 12:00 a.m.

6.02 Business Hours

Normal business hours are 8:00 am to 5:00 pm.

6.03 Place of Business

The normal place of business for City employees is the City Hall, except that, certain employees have an alternate place of business as assigned by their supervisor or department head, including but not limited to of the Dripping Springs Ranch Park, Ranch House, and South Regional Wastewater Treatment Plant-normal place of business is the Ranch Park. Other work locations may be designated by the Mayor, ~~or~~ City Administrator, or Department Head at their discretion.

6.04 Telecommuting

Employees may be allowed to occasionally work from remote locations, with the prior consent of the Mayor or City Administrator as an additional benefit to the employee. The City Administrator may also designate certain employees for regular telecommuting schedules. A telecommuting schedule is not guaranteed for any employee and may be modified, restricted, or removed at any time by the City Administrator or Mayor.

All telecommuting employees shall make themselves available on a set schedule including being available at their city owned cellphone during work hours, if any, or having their phone extension forwarded to their cellphone while telecommuting. The employee shall also maintain access to electronic mail at all times while telecommuting. Employee shall be available for virtual meetings while telecommuting. Any employee who is unable to maintain phone, electronic mail access, and for virtual meetings during their telecommuting time shall not be eligible for telecommuting and may also be required to take leave if they are unavailable during their work hours for any reason. Telecommuting is not to be used in lieu of paid or unpaid leave.

Considerations for telecommuting shall include: (1) department availability at City Hall; (2) availability of telecommuting employee; (3) productivity of telecommuting employee; and (4) in person meeting requirements for telecommuting employee. Each employee is required to notify the employee's supervisor immediately if any situation arises that will affect the employee's ability to work while telecommuting.

Any telecommuting employee shall develop a written plan with the employee's supervisor upon request for telecommuting. Quarterly review of each telecommuting employee's performance while telecommuting will be done upon approval of the employee's telecommuting plan.

6.05 Accidents & Safety

All accidents and incidents shall be promptly reported to the City Administrator and, when appropriate, investigated, reviewed, and analyzed to identify contributing factors and causes to prevent recurrence. The City may provide written policy guidance on safety measures for specific positions and/or equipment. Each accident or incident shall be documented in writing with an incident report.

6.06 Professional Appearance

All employees are required to wear appropriate attire while on-duty and/or at City Hall, Dripping Springs Ranch Park ~~Event Center~~, the Wastewater Treatment Plant, and at other city parks and facilities. Department heads may require that certain staff wear City of Dripping Springs clothing or other specialized apparel. If this is required, the City will provide access to such clothing. Please see the Uniform Policy for additional information. Employees are also required to engage in routine grooming and hygiene practices that are conducive to the workplace. Hair, jewelry, and wardrobe choices must be appropriate for the employee's interactions with members of the public and suitable to satisfy the City's legitimate job safety concerns.

6.07 Privacy

Employees shall have no reasonable expectation of privacy in their workspaces or on their computers. All City computers, phones, offices, lockers, cabinets, vehicles, and furnishings are subject to use and search by other City officials and employees.

6.08 Smoking

All City buildings and facilities are non-smoking areas.

6.09 Drug/Alcohol-Free Workplace

(a) No employee may consume, or be under the influence of, alcohol or illegal drugs while at City facilities or on duty, unless at an event at a City facility while off duty. Exceptions include medication prescribed by a licensed physician when used as prescribed.

(b) No employee may manufacture, distribute, dispense, possess, sell, purchase, or use a controlled substance on City property or while on duty.

(c) All City buildings and facilities are to remain drug and alcohol free except where a rental of a city facility or park is entered into and adequate insurance is provided. The Mayor and/or City Council may allow certain exceptions for alcohol served at specified official social functions.

(d) Post-accident testing may be conducted following any accident in which violations of safety procedures occur, resulting in either property damage or personal injury caused by an employee. Post-accident testing may be conducted following any accident involving personal injury and the operation of a City vehicle or heavy machinery if evidence exists that the employee caused the accident. Individuals to be tested in a post-accident situation shall include any individual directly involved in an accident whose order, action, or failure to act is determined to be, or cannot be ruled out as, a causative factor in the events leading to or causing such accident.

(e) Commercial Driver Employees and Applicants**(1) Employees**

- (A) As required by federal law and for the purposes of this Policy, the term “commercial driver” includes any employee who operates or may be required to operate a commercial motor vehicle requiring a commercial drivers license as defined by 49 C.F.R. § 383.23. This includes temporary, part-time, probationary and regular employees who operate a commercial motor vehicle only occasionally, intermittently or during an emergency.
- (B) All Commercial Driver employees will be subject to alcohol and drug testing.
- (C) All employees who apply for transfer to a position, which requires or could require that the employee operate a commercial motor vehicle will be subject to preemployment testing before being transferred.

(2) Applicants

All applicants who apply for positions which require or could require operation of a commercial motor vehicle will be subject to pre-employment alcohol and drug testing. Employee applicants who are not otherwise covered by this Policy who apply for or are to be promoted or are transferred or assigned into a position which requires operation of a commercial motor vehicle will be subject to pre-employment testing the same as any other applicant.

(3) Prohibitions

Each covered employee is required to comply with the provisions of federal law, which include the following prohibitions:

- (A) No commercial driver shall report for duty or remain on duty to perform a safety- sensitive function while having an alcohol concentration of 0.04 or greater.
- (B) No commercial driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol or any product containing alcohol.
- (C) No commercial driver shall use alcohol while performing safety-sensitive functions.
- (D) No commercial driver shall perform safety-sensitive functions within four hours after using alcohol, regardless of the driver’s actual alcohol concentration.
- (F) No commercial driver shall refuse to submit to any alcohol or controlled substance test required under the law.
- (G) No commercial driver shall report for duty or remain on duty to perform a safety- sensitive function if the driver uses any controlled substances, except when the controlled substance is used pursuant to the instructions of a physician and the physician has advised the driver that the substance does not adversely affect the driver’s ability to safely operate a commercial motor vehicle.
- (H) No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.
- (I) Each driver shall report the use of any medication that may affect their ability to perform commercial driving.
- (J) Each driver who parks any vehicle, city or personal, shall only park in designated parking spaces unless loading or unloading.

6.10 Violence & Weapons

- (a) The City is committed to maintaining a workplace free from threats and acts of intimidation and violence. All reported incidents will be investigated.
- (b) Any act of intimidation, threat of violence, or act of violence committed against any person on City property or while performing City business is prohibited. “Intimidation” includes any physical or verbal act toward another person, the result of which is that the person reasonably fears for the person’s safety or the safety of others. A “threat of violence” is a physical or verbal act which threatens bodily harm to another person or damage to the property of another. An “act of violence” is any physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.
- (c) No person shall possess or have control of any firearm, deadly weapon, or prohibited knife while in City Hall or in a City vehicle, except as required in the lawful course of business or as authorized by law enforcement. Except that, an employee may keep a firearm locked in his or her vehicle in the parking areas of the city.
- (d) Any City employee who is the subject of, or a witness to, a suspected violation of this standard should report the violation to a supervisor or person in authority who is not involved in the conduct. Any supervisor or person in authority who receives a report of a suspected violation of this standard shall document the incident and notify an appropriate City official. Any emergency, perceived emergency, or suspected criminal conduct shall be immediately reported to law enforcement. Sexual violence is also criminal conduct and shall be immediately reported.
- (e) Any City employee found to be in violation of this standard may be subject to criminal prosecution as well as discipline up to and including dismissal.

6.11 Supplemental Employment

No full-time or part-time, regular employee may engage in outside employment without the written consent of the Mayor or City Administrator. No equipment or supplies belonging to the City may be used by employees for supplemental employment. An employee shall not engage in outside employment, including self-employment, where such activity would constitute a conflict of interest or adversely affect the employee’s performance in City service. If an employee’s outside employment begins to interfere with the effective performance of assigned City duties, the employee shall be required to terminate the outside employment or to resign from City service.

6.12 Political Activity

- (a) When on duty or in City uniform, an employee of the City may not engage in any political activity relating to a campaign for any elective public office. No employee of the City shall, while on duty or in uniform, make, solicit, or receive any contribution to the campaign funds of any party, interest group or candidate for use in any City election. No employee shall participate in any political activity or campaign for, or

with respect to, any candidate in a City Election, including on social media. No city employee will be disciplined for running for city or other office but may be forced to resign if elected, pursuant to state office holding laws.

- (b) When not on duty and not in a uniform of the City, an employee may engage in political activity respective to governments and entities other than the City. An employee may not use the fact of their City employment to solicit campaign contributions for a candidate.
- (c) An employee who is considering becoming a candidate for mayor or city council is hereby informed that election to such office would constitute a resignation from the City service on the day the individual, if elected, takes the oath of office. An employee is encouraged to advise the Mayor in writing prior to announcing candidacy for election or appointment to any public office.

6.13 Telephone Usage

City telephones are primarily for use in conducting City business. Personal calls shall be limited so as not to interfere with City business.

6.14 Media Relations

All media inquiries shall be directed to the [People & Communications Director](#) who will coordinate responses. The officially-designated spokespersons for the City are the Mayor, City Administrator, Deputy City Administrators, [People & Communications Director](#), and City Attorney. Other city officials or employees may be authorized or designated to communicate with the media on the City's behalf by the Mayor, City Council, ~~or~~ City Administrator [or People & Communications Director](#).

6.15 Privacy

Employees do not have a reasonable expectation of privacy in storage devices provided by the City or located on City property, including but not limited to offices, desks, toolboxes, vehicles, and closets.

6.16 Performance Evaluation

The work performance of each permanent employee shall be evaluated annually. Evaluations for employees on probation shall be conducted upon completion of the probationary period. Additional evaluations may be conducted if warranted, as determined by the City Administrator. Evaluations shall be recorded in writing on forms approved by the City Administrator. A copy of such evaluation shall be provided to the employee to whom they relate, and a duplicate copy shall be placed in the employee's permanent personnel file.

6.17 Supervisors

Each employee's direct supervisor shall be set by the ordinances, job descriptions, and contracts adopted by the city council. Authority to terminate resides with the City Administrator unless the employee is hired by City Council pursuant to state law or this

Manual. The city council is the final termination authority for City Administrator, Deputy City Administrators, City Secretary, City Attorney, Parks and Community Services Director, City Treasurer/Finance Director, Public Works ~~Director-Coordinator~~, Deputy Public Works Director~~Maintenance Director~~, People & Communications Director, Building Official, Emergency Management Coordinator, and others designated by City Council. The City Administrator, in consultation with the employee's supervisor and the City Attorney, and People & Communications Director, is the final termination authority for all other employees unless otherwise designated by state law or city council. Employees who are terminated may appeal their termination in the same manner as other grievances as described in Section 12.03.

6.18 Ethical Considerations

As a City employee, you owe a responsibility to the people of Dripping Springs in the performance of your official duties. You should act fairly and honestly and should avoid conflicts of interest and creating the appearance of impropriety.

A City employee should not:

- (a) divulge confidential City information to unauthorized persons;
- (b) accept or solicit any gift, favor, or service that might reasonably tend to influence the officer or employee in the discharge of official duties or that the officer or employee knows or should know is being offered with the intent to influence the officer's or employee's official conduct;
- (c) accept other employment or engage in a business or professional activity that the officer or employee might reasonably expect would require or induce the officer or employee to disclose confidential information acquired by reason of the official position;
- (d) accept other employment or compensation that could reasonably be expected to impair the officer's or employee's independence of judgment in the performance of the officer's or employee's official duties;
- (e) make personal investments that could reasonably be expected to create a substantial conflict between the officer's or employee's private interest and the public interest; or
- (f) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the officer's or employee's official powers or performed the officer's or employee's official duties in favor of another.

Violation of these ethical guidelines is grounds for disciplinary action, up to and including termination.

6.19 Nursing Mother Breaks

- (a) The City of Dripping Springs supports the practice of expressing breast milk by employees;
- (b) The City shall make reasonable accommodations for the needs of employees who express breast milk including:
 - (1) providing a reasonable amount of break time for an employee to express breast milk each time the employee has the need to express the milk;
 - (2) providing a place, other than a bathroom, that is shielded from view and free from intrusion where the employee can express breast milk;
- (c) The City will not discipline or discriminate against an employee because the employee has used her right to express breast milk under this policy.
- (d) Any employee wishing to use this break time and area needs to inform the City as soon as possible so the City may make adequate reasonable accommodations.

6.20 Key Control Policy

Each employee employed shall be given access through a key system subject to a Key Control Policy adopted by the City and enforced by the City Administrator.

Each employee who is given a key shall be required to sign a Key Control Policy and:

- (1) shall not give or loan the key to others;
- (2) shall not make any attempts to copy, alter, duplicate, or reproduce the key;
- (3) shall use the key for authorized purposes only;
- (4) shall safeguard and store the key securely;
- (5) shall immediately report any lost or stolen keys; and
- (6) shall produce or surrender the key upon official request.

If a key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks and keys affected may be assessed to the employee. Misuse of City Equipment including City keys may result in discipline up to and including discharge pursuant to Section 12.02 of this Personnel Manual. Additional requirements related to Key Control may be approved and enforced by the City Administrator or Mayor. The Key Control Policy shall be attached to this Manual as Attachment "B".

6.21 City Hall and Facility Closure Policy

- (a) The City Administrator shall determine when City Hall or other City facility is closed due to inclement weather, natural disaster, or other health or safety threat pursuant to city policy. The decision will be based on consultation with the Mayor, the Emergency Management Coordinator, and Hays County.
- (b) The City Administrator shall determine which Parks are closed due to inclement weather, natural disaster, or other health and safety threat. The decision will be based on consultation with the Parks and Community Services Director, Dripping Springs

Ranch Park Event Center Manager, the Mayor, the Emergency Management Coordinator, and Hays County.

- (c) Unless an employee is personally notified by the employee's supervisor, or their designee, ~~the~~ the employee is required to work remotely or that ~~the~~ the employee is not to report to the employee's designated work site, an employee is expected to report to work. Each Department Head will determine whether employees in each Department shall be required to report to work. Any Employee who is not released from work by their supervisor or designee, shall report to work. Those who are released from work are required to work remotely if feasible. The City Administrator or Supervisor may assign specific duties that may be performed from home. Any hours worked during a closure shall be treated as regular hours worked. Any Employee who is released from work during their normal work schedule may be eligible for paid leave under the Administrative Leave Policy. Administrative paid leave given during a full or partial city closure will solely be used to make up any time an Employee could not work due to the city closure. (For example, if an Employee is released from work for an eight-hour day, but works four hours at home, that Employee shall be paid for a regular eight-hour day, four hours actually work and four hours administrative paid time off if approved).
- (d) In the event inclement weather, natural disaster, or other health or safety threat makes travel to work from home unsafe or impossible for an Employee, absence from work will be considered an excused absence if the Employee provides the required notification to the Employee's Supervisor or Department Head. Work from home will be considered hours worked and shall not be deducted from paid time off. The Employee may apply for administrative leave, with or without pay, or may use vacation time or compensatory time off if Employee has accrued compensatory time off. If additional time is needed for a commute due to inclement weather, natural disaster, or other health or safety threat, the additional time may be considered hours worked if approved by the City Administrator.

6.22 General Conduct

(a) The attitude and conduct of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City. This includes providing courteous and respectful service to the public and to city employees.

(b) Attendance is an essential function of each position at the City of Dripping Springs. Unsatisfactory attendance is not allowed. It is exemplified by, but not limited to the following violations:

- (1) unexcused absence or tardiness;
- (2) failure to give notice of an absence or tardiness to the supervisor at least two (2) hours before starting time, or such other time as designated in a written policy established by the department head/director when possible;
- (3) failure to return to work after any authorized leave of absence;

- (4) absence or tardiness that causes significant curtailment or disruption of service without sufficient justification; or
- (5) leaving working prior to the end of your work day unless authorized by your supervisor.

6.23 Use of City Vehicles

- (a) City vehicles are furnished for official city business and may not be used for personal use unless approved by their Department Head or City Administrator, or their designee.
- (b) The misuse of city vehicles/equipment shall be considered a serious offense subject to corrective action up to and including dismissal.
- (c) All employees authorized to operate city vehicles and motorized equipment are covered by this section.
- (d) City Administration is responsible for conducting Motor Vehicle Records (MVR) checks on all current employees who drive city vehicles or may operate a personal vehicle for official city business. The purpose of this check is to verify they have a valid State of Texas driver license without restrictions and are insurable under the city's motor vehicle insurance policy. Annual verification of drivers license for employees who drive as part of their employment shall be required.
- (e) Accident Reporting.**
 - (1) The operator of a city vehicle or personal vehicle on official city business shall take the following actions when involved in an accident:
 - (A) Render aid if possible and necessary.
 - (B) Call Law Enforcement.
 - (C) Make a record of the make, model, and license number of vehicles involved.
 - (D) When possible, take pictures of the vehicles and license plates of the involved vehicles as well as the area of the accident. Complete a vehicle/equipment damage report.
 - (E) Be courteous, but do not make or sign statements for anyone except the police.
 - (F) Do not offer promises on behalf of the city.
 - (G) Notify your supervisor as soon as possible.
- (f) An employee of the city involved as a driver of the city vehicle or personal vehicle on official city business involved in a preventable accident may be required to undergo a driving evaluation.
- (g) Operations.**
 - (1) It is the employee's responsibility to ensure that they possess and maintain a current, valid, and appropriate operator license for the type of vehicle or equipment being operated.
 - (2) It is a violation for a city employee to violate the rules of the road, speed limits, traffic requirements, or any parking requirements while driving a city vehicle or driving a personal vehicle on city business.
 - (3) Employees are responsible for reporting the routine condition and maintenance of assigned vehicles or equipment. All employees with knowledge of a defect in

a city vehicle or equipment must make a written report of the defect to the Deputy Public Works Director prior to operating the vehicle or equipment, or upon becoming aware of the defect.

- (4) Employees who know a defect exists in a vehicle or equipment that affects the safety of its operation must take the vehicle out of service and not operate the vehicle or equipment until it is properly placed back in service by the designated member.
- (5) Employees must inform their supervisor when they are involved in a vehicular accident, convicted of a moving violation, DWI, DUI, or any other crime on or off the job that would impact the employee's ability to operate a city-owned vehicle or equipment.
- (6) An employee must notify their supervisor immediately whenever their driver license/CDL is temporarily or permanently suspended.
- (7) Should a driver receive a traffic citation while operating a city vehicle or a personal vehicle on city business, they must notify their supervisor within 24 hours, excluding holidays and weekends.
- (8) An employee, who, as an operator of a city or personal vehicle or equipment, experiences a number of preventable accidents or is found to have an excessive number of moving or parking violations, may be subject to an evaluation of their ability to continue driving for the city and may be permanently prohibited from operating vehicles or equipment for official city business.
- (9) Involvement in a preventable accident may be considered an offense requiring corrective action.
- (10) The need for corrective action, and its extent, will be based on the driving requirements, driving record, accident-causing factors, frequency of accidents, and the driver's negligence.
- (11) Drivers found to be driving city vehicles, or personal vehicles on city-related business, under the influence of alcohol, controlled substances, or illegal drugs will be subject to immediate dismissal.

6.24 In-City Training

The City provides in-house training opportunities to its staff in order to educate employees on important topics and follow state and federal law requirements. Cybersecurity Training is required for all new employees and on an annual basis. In addition, training on harassment, ethics rules, and open government may also be required.

SECTION 7: TECHNOLOGY USE POLICY

7.01 No Right to Use City Computers or Phones

Use of City computers to access the internet or electronic mail (i.e., "email") is a privilege not a right. The City provides computers and internet / email access for the express purpose of conducting City business and performing municipal tasks.

7.02 Primary Purpose

City computers and phones, including city-issued mobile phones and radios, are to be used primarily for conducting City business. City technology is not intended to be used for conducting pPersonal business. Incidental and infrequent personal use of City technology and City internet / email access is allowable provided that it does not hinder or interfere with conducting City business. Limited personal use of City internet or personal email accounts is best conducted while on break.

7.03 No Privacy Expectation

City officers and employees have no reasonable expectation of privacy on City computers, phones, radios, internet, or email. The City has the right to view and inspect all City computers, phones, and radios including information accessed, downloaded, viewed, sent, or received over the internet or by email. Much of the information generated by or stored on City technology or obtained through City internet or email access is public information that is required to be catalogued under the Texas Records Retention Act, and subject to mandatory disclosure under the Texas Public Information Act, or other law. Use of City computers, phones, radios, and internet or email accounts constitutes consent by the City officer or employee for City inspection of those computers and internet or email accounts, and data transmitted thereon.

7.04 City Email Accounts

All City employees are required to use their City-issued email accounts to conduct City business. Employees are prohibited from using their personal email accounts to conduct City business. When corresponding about City business via email, all City personnel must include the City's standardized email stationery and signature within the emailed message. If an employee receives a city email at a private email address, the employee should immediately forward the email to his or her city email address for storage.

7.05 Prohibitions

No officer or employee may:

- (a) Download any software or program onto City computers or phones without the express written authorization of the City Administrator ~~and~~ city IT ~~Coordinator~~Director. No employee may have TikTok on any city device including computers, tablets, and mobile phones.
- (b) Use City computers, phones, radios, City-funded internet / email accounts, or any other communication device on which City business occurs or is funded by the City:
 - (1) in a manner that neglects the officer or employee's assigned duties or interferes in City operations;
 - (2) to participate in on-line chat rooms, unless those chat rooms are sponsored by legitimate professional organizations relevant to municipal government, and such participation is approved in advance by the Mayor or City Administrator;
 - (3) to invite an employee on a date or make sexual propositions of employees;

- (4) to harass or otherwise interfere with a City employee. This prohibition includes but is not limited to harassment stemming from an employee's race, ethnicity, color, sex, age, or marital status;
- (5) to send or distribute off-color jokes, articles or stories that are lewd and that a reasonable person would find to be offensive;
- (6) to send or distribute worms, malware, or viruses;
- (7) to send threatening messages to any other person or institution;
- (8) use City computers or City-funded internet / email accounts to view, download, or distribute pornographic material, including obscene images or text;
- (9) to disclose, release, or otherwise transmit confidential or privileged information belonging to the City without the express permission of the Mayor or City Administrator;
- (10) to store personal information (i.e., that information not directly related to City business). Officers and employees shall regularly remove any personal data (i.e., that which is not prepared for or by the City for conducting City business) from City computers and internet / email accounts;
- (11) to delete or remove programs installed by the City or delete data prepared by or for the City that is related to City business;
- (12) to operate a private business, do work for another employer, or conduct political campaigns. This prohibition does not apply to the preparation and generation of election notices and related documents required by law; or
- (13) to violate another person's privacy, perform an illicit act, or commit a crime.

7.06 Duty to Report

Officers and employees shall report Violations of this Policy to the Mayor or City Administrator. Officers and employees who have received a worm, virus, or phishing or social engineering email or text must immediately notify the City Administrator, city IT ~~Coordinator~~Director, or the City's Information Technology Consultant. The City Administrator may suspend or revoke an employee's internet or email access privilege for violation of this Policy. Violation of this Policy is basis for disciplinary action, up to and including termination. The unauthorized disclosure of confidential or privileged information belonging to the City is basis for disciplinary action, up to and including termination, and may be punishable as a criminal misdemeanor.

SECTION 8. SOCIAL MEDIA POLICY

8.01 Introduction

Given the multitude of concerns (legal, political, and ethical) raised by social networking (Facebook, Instagram, Snapchat, LinkedIn, TikeTok, Twitter, etc.) this Social Media Policy ("Policy") establishes prudent and acceptable practices regarding City of Dripping Springs officials and employees (personnel) use of the internet.

8.02 Purpose

The City has a legitimate government interest in effective, efficient, and consistent communications with the public. The City also strives to have a productive workplace. While the City encourages its personnel to enjoy and make good use of their off-duty time, certain activities on the part of its personnel may become a problem if such activities could:

- (a) impair the work of any City official or employee; create a harassing, demeaning, or hostile work environment; or
- (b) disrupt the smooth and orderly flow of work; or harm the goodwill and reputation of the City among its citizens or in the community.

For these reasons, the City reminds its personnel that the following guidelines apply in their use of social media, while both on and off duty.

8.03 Disclaimer

- (a) Under this Policy, the City disavows, and is not responsible for any sites, posts, opinions, or content not coordinated through and approved by the City Administrator or [People & Communications Director](#).
- (b) If City personnel posts data purporting to be on behalf of the City while using a social media site without the prior approval of the City Administrator, the City is not responsible for said posted content. Such content is not to be construed as reflecting the views or opinions of the Mayor, City Council or City Staff, and the City is not responsible for archiving such content in accordance with the records retention schedule or providing copies in accordance with the Texas Public Information Act (PIA) and may be grounds for disciplinary action.
- (c) The absence of explicit reference herein to a particular site does not limit the extent of the application of this Policy. If any personnel is uncertain, the employee must consult their supervisor before proceeding.

8.04 General Guidelines

- (a) While on duty, the use of City equipment or internet service by personnel must be limited to work-related tasks. Social media activities shall never interfere with work commitments.
- (b) It shall be a Policy violation for any personnel to post online content as a representative of the City, or on the City's behalf without the City Administrator's or [People & Communications Director's](#) prior approval.
- (c) Any personnel posting City-related issues online not as an approved representative of the City or on the City's behalf, shall explicitly clarify they are speaking for themselves and not on behalf of the City by displaying the following disclaimer: "This is my own opinion and not necessarily the opinion or position held by the City or City Council."

8.05 Guidelines for Official City Sites

- (a) All City-sanctioned social media sites shall be maintained by the [People & Communications Director](#), City Administrator, or their [Administrator's](#) designee. Any content to be posted on City-sanctioned social media sites must meet the approval of the [People & Communications Director](#) or the City Administrator before it is posted.
- (b) All personnel that engage in social media activities and/or visit any City-sanctioned social media site on the City's behalf shall adhere to applicable federal, state, and local laws, regulations and policies, including the Texas Public Information Act and the records retention schedule. All content must be managed, stored, and retrieved to comply with these laws.
- (c) Any personnel that posts online content as a representative of the City, or on the City's behalf shall clearly state within said post that said content is subject to all applicable records retention and public disclosure laws. All City-sanctioned social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to records retention and public disclosure.
- (d) Any content posted as representative of the City, or content posted to a City sanctioned social media site containing any of the following is prohibited:
- (1) Comments not topically related to the particular site or blog article being commented upon;
 - (2) Profane language or content;
 - (3) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, sex, marital status, status with regard to public assistance, national origin, physical or mental disability;
 - (4) Sexual content or links to sexual content;
 - (5) Conduct or encouragement of illegal activity;
 - (6) Information that may compromise the safety or security of the public or public systems;
 - (7) Content that violates a legal ownership interest of any other party;
 - (8) Information that is incorrect or misleading;
 - (9) Information that is in conflict with an approved City policy, ordinance, directive, or plan; and/or
 - (10) Anything else that creates a disruption in the workplace.
- (e) Content submitted for posting on a City-sanctioned social media site that is deemed unsuitable for posting by the [People & Communications Director](#) or the City Administrator because it violates criteria in the preceding item of this Policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed unsuitable for posting.

(f) Any hyperlinks posted on a City-sanctioned social media site shall be accompanied by the following disclaimer: “The City guarantees neither the authenticity, accuracy, appropriateness nor security of the link, website, or content linked thereto.”

(g) Personnel found in violation of this Policy may be subject to disciplinary action, up to and including termination of employment.

8.06 Guidelines for Marketing and Branding

The City has guidelines when it comes to marketing and branding of all city entities. The People & Communications Director or designated representative is the lead on any communications, design and marketing of city-related brands, events, programs, initiatives, departments, and facilities. All designs should follow the established brand guidelines that includes logo(s), typography and photography. No letter heads, advertisements, or email signatures shall be created without approval from the People & Communications Director. Any new city logo must be approved by the City Council.

SECTION 9: SURPLUS EQUIPMENT POLICY

9.01 Purpose

The purpose of this *Surplus Equipment Policy* is to establish procedures for managing and disposing of the City’s surplus property and equipment in a manner that is fiscally responsible. This policy applies to all City of Dripping Springs personnel.

9.02 Definitions

Office Equipment: Not office supplies. Includes furniture, electrical appliances, wall hangings, and anything else valued over \$25.00 and/or listed in the City of Dripping Springs liability inventory.

IT Equipment: Machines used to acquire, store, analyze, or process data and information electronically, including for printing, transmitting, and receiving, or storing electronic information such as a computer, computer accessories, or copy machine.

Surplus Property: Equipment, furniture, scrap or salvaged material, or other tangible property that might still have some usefulness but is no longer needed or required by the City of Dripping Springs, regardless of its present condition or estimated value.

Office Supplies: Office tools such as staplers, writing utensils, scissors, and other tools used within the office with a replacement value of under \$25.00.

Salvage Property: Generally, refers to personal property that is damaged, used, or consumed so that it has no value for the purpose for which it was originally intended.

9.03 Procedure

Under this policy, City staff are responsible for:

- (1) Coordinating the transfer of surplus equipment from the City;
- (2) Ensuring that the appropriate paperwork or forms are completed prior to transfer;
- (3) Providing temporary storage until sale or disposal of the surplus equipment or property;
- (4) Maintaining a master list of all surplus equipment that is transferred or is awaiting transfer;
- (5) Updating the master list of surplus equipment accordingly;
- (6) Allocating the proceeds from the sale of surplus equipment properly and in accordance with Texas Local Government Code Chapter 51, if necessary.

Unauthorized removal, disposal, or expropriation of City equipment or surplus property is considered theft and constitutes a serious breach of City policy and may result in disciplinary action, including, but not limited to dismissal, or criminal prosecution.

- (a) Reporting Authority:** Parks employees shall report issues related to non-IT equipment to the Parks and Community Services Director.

All other employees shall report issues related to non-IT equipment to the [Deputy Public Works Director](#) ~~Maintenance Director~~.

All employees shall report issues related to IT equipment to the IT ~~Coordinator~~ [Director](#).

- (b) Surplus Equipment:** The City ~~Maintenance~~ [Deputy Public Works](#) Director may declare equipment or property that is no longer useful for the City of Dripping Springs as surplus. Before declaring equipment or property as surplus, the [Deputy Public Works Director](#) ~~Maintenance Director~~ is encouraged to:

- (1) Trade in the property towards the purchase of new property;
- (2) Transfer the property within the City; or
- (3) Transfer the property to another City office.

The ~~City Maintenance~~ [Deputy Public Works](#) Director shall oversee any of the above transactions or other disposal of surplus equipment or property.

- (c) Broken Equipment (Non-IT):** The City Parks and Community Services Director and the City [Deputy Public Works Director](#) ~~Maintenance Director~~ can determine the procedure for the disposition of broken equipment that can be repaired.

If broken equipment cannot be repaired, an employee shall inform their immediate supervisor. The Department Director will work with the City Parks and Community Services Director or the City [Deputy Public Works Director](#) ~~Maintenance Director~~ to dispose of that broken equipment or property with written approval by City Administrator. This does not govern the procedure for disposal or transfer of broken IT equipment or property.

(d) **Unused Equipment (Non-IT):** An employee shall inform their immediate supervisor if there is unused equipment at their workstation or site. The Department Director will work with the City Parks and Community Services Director and the City [Deputy Public Works Director](#)~~Maintenance Director~~ to determine the procedure for the disposition of unused equipment or property with written approval of the City Administrator. Unused equipment is equipment that is no longer needed due to:

- Lack of continued need
- Lack of trade-in value
- Obsolescence
- Wear, damage, or deterioration
- Major repair is impractical
- Excessive cost of maintenance

(e) **Broken Equipment (IT):** The City IT [Coordinator](#)~~Director~~ is in charge of processing, transferring, and disposing of broken IT equipment or property. In general, the length of time that an electronic or computing device should be a consideration when determining whether such a device should be deemed surplus, especially if IT equipment is broken, or breaks often. Used IT devices, even broken devices, can contain confidential data and licensed software that are at risk of unauthorized use. To promote the security of confidential information, the IT [Coordinator](#)~~Director~~ is required to erase data stored on IT devices before their sale, disposal, or relocation.

Many IT devices contain harmful heavy metals that are harmful to the environment when improperly disposed. If these devices are subject to disposal, they cannot be disposed of in landfills or other scrap metal recycling programs. Compliance with local or state recycling programs is requested.

Employees shall inform IT [Coordinator](#)~~Director~~ of broken equipment. If broken beyond repair,

IT equipment cannot be repaired, an employee shall inform IT [Director](#)~~Coordinator~~. The IT [Director](#)~~Coordinator~~ may dispose of that the broken equipment or property with written approval by City Administrator.

(f) **Unused Equipment (IT):** The City IT [Director](#)~~Coordinator~~ is in charge of processing, transferring, and disposing of unused IT equipment or property. In general, the length of time that an electronic or computing device should be a consideration when determining whether such a device should be deemed surplus. If the equipment is unused and can be transferred or sold, then the City IT [Director](#)~~Coordinator~~ should make that consideration when determining proper disposition procedures for that equipment or property.

Unused IT devices still contain harmful heavy metals that are harmful to the environment when improperly disposed. If these devices are subject to disposal, they

cannot be disposed of in landfills or other scrap metal recycling programs. Compliance with local or state recycling programs is requested.

Employee shall inform the IT ~~Director~~~~Coordinator~~ if there is unused IT equipment at their workstation or site. The IT ~~Director~~~~Coordinator~~ can determine the procedure for the disposition of unused equipment or property with written approval of the City Administrator. Unused equipment is equipment that is no longer needed due to:

- Lack of continued need
- Lack of trade-in value
- Obsolescence
- Wear, damage, or deterioration
- Repair is impractical
- Excessive cost of maintenance

(g) Equipment for Sale: The City ~~Maintenance~~~~Deputy Public Works~~ Director is in charge of selling any surplus equipment or property. Items may be transferred to other City departments, donated to non-profit organizations, or given away at no cost to avoid landfill disposal. Items will be sold at the discretion of the City ~~Deputy Public Works~~~~Director~~~~Maintenance Director~~ with approval from the City Administrator. The City ~~Deputy Public Works~~~~Director~~~~Maintenance Director~~, with the prior approval of the City Administrator, may donate surplus equipment or property directly to a non-profit organization with proof of the 501(c)(3) status of recipient.

(h) Office Supplies: For office supplies, as defined above, that are broken, such as a stapler or scissors, an employee may dispose of such supply. After disposing of any such property, the employee should inform their immediate supervisor and the Department Director will inform the City ~~Deputy Public Works~~~~Director~~~~Maintenance Director~~ or City Parks and Community Services Director of the disposition.

For office supplies, as defined above, that are unused, such as a stapler or scissors, an employee shall inform their immediate supervisor. The Department Director will inform the City ~~Deputy Public Works~~~~Director~~~~Maintenance Director~~ or City Parks and Community Services Director so that such supply can be stored.

If there is a question of whether an item can be disposed of as an “office supply” or whether an object is “equipment”, the employee should contact the City ~~Deputy Public Works~~~~Director~~~~Maintenance Director~~ or City Parks and Community Services Director for verification and handle such property appropriately.

SECTION 10: TRAVEL AND REIMBURSEMENTS

10.01 Registration Fees

Fees charged for registration for conferences, meetings, or seminars are allowed for prepayment or reimbursement. Invoices, registration forms, and supporting information providing documentation of fees or rates must be submitted with the request for payment.

10.02 Reimbursements

Reimbursement for education, training, conference, and other business-related expenditures incurred by City employees and officials in the performance of their duties and responsibilities will comply with standard, uniform procedures. Reimbursements may be made for the following types of expenditures, upon submittal of an expense report along with the receipts:

- (a) **Transportation:** Coach rate air fare, toll roads, out-of-pocket expenses incurred during use of a City vehicle, mileage at the current Internal Revenue Service established rate. Cost of any taxi fare incurred, plus gratuity. Cost associated with parking of personal or City vehicles resulting from travel or conduct of City business. Each official and employee will use best efforts to use the most cost-efficient travel for each trip. Reimbursements will only be given for the actual cost of travel and will not be given for the use of reward travel or “miles”.
- (b) **Meals:** Cost of meal reimbursement will be based on actual charges and should be reasonable and prudent, not extravagant. The costs of meals will be reimbursed up to the state per diem rate for the location at which the meal is purchased pursuant to the rates established by the U.S. General Services Administration.
- (c) **Entertainment:** Employees are responsible for the costs of their own entertainment.
- (d) **Lodging:** Actual cost of room, plus appropriate taxes.
- (e) **Per Diem:** The City Administrator or Mayor may establish per diem for certain travel events.

10.03 Cash Advances

Employees shall submit receipts accounting for all cash advances made from petty cash.

SECTION 11: DISCRIMINATION

11.01 Equal Employment Opportunity

The City’s employment decisions are made without regard to race, color, religion, sex, age, [sexual orientation](#), [military status](#), [veteran status](#), national origin, [handicapmental or physical disability](#), [pregnancy](#), 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. Any employee discriminated against or harassed shall report such conduct to his or her immediate supervisor, ~~or City Administrator~~ or People & Communications Director; provided, however, if a City Administrator or People & Communications Director is the alleged source of a claim of discrimination or harassment, the aggrieved employee may address such claim directly to the Mayor, or if the Mayor is the alleged source of a claim, then the aggrieved employee may address such claim directly to any member of City Council.

11.02 General Prohibition

The City shall base all employment actions and decisions on a person’s qualifications, experience, performance, demeanor, and behavior. The City shall **not** discriminate against employees on the basis of race, ethnicity, sex, religion, sexual orientation, or nation of origin.

11.03 Discrimination and Harassment

(a) Harassment Prohibited

It is City Policy that all employees should be able to enjoy a work environment free from all forms of unlawful discrimination, including sexual, racial, religious, or other harassment. Accordingly, no employee shall engage in harassment of any employee, applicant, or any other individual.

(b) Discrimination and Harassment Defined

Discrimination and Harassment is behavior that is motivated in whole or in part by a person’s protected class, that is not welcome, and is personally offensive, or that lowers morale and that, therefore, interferes with an employee’s work effectiveness. It can include verbal abuse and gestures. Harassment occurs in many forms, including but not limited to, unwelcome physical contact, verbal abuse, leering, gestures, electronic communication, and more subtle communication or advances and pressure involving the individual’s protected class. Whether particular conduct constitutes or harassment is based on the reasonable perception of the victim. Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(1) adversely affects a term or condition of an individual’s employment; or

~~(1)~~(2) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or

~~(2)~~(3) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or

~~(3)~~(4) such conduct has the purpose or effect of interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment, whether or not it is directly linked to the granting or denial of an economic benefit.

(c) Discrimination and Harassment is Punishable

Discrimination and Harassment ~~is~~ are forms of misconduct that undermines the integrity of the employment relationship. No employee should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical or verbal abuse related to a protected status. A finding that any employee has committed any such form of harassment will result in disciplinary action.

(d) Reporting Required

Any employee who believes that the employee has been subjected to any of the forms of harassment set forth above should report this harassment to: (1) the employee's supervisor; (2) the City Administrator; (3) the City Attorney; (4) the People & Communications Director, and/or (5) the Mayor. Complaints against the City Administrator should be reported to the Mayor, the City Attorney, or a member of the City Council. Every supervisor or officer receiving a report of alleged harassment must notify the Mayor and all persons in the alleged offender's chain of command. Appropriate action must be promptly taken. The first action taken in such event shall include steps calculated to prevent reoccurrence of any such alleged incidents, pending investigation and final resolution of the complaint. Each such report shall be investigated promptly and appropriate corrective action will be taken with the City Administrator's concurrence unless the allegation involves the City Administrator, in which case the appropriate corrective action will be taken by the Mayor.

(e) Investigation Without Retaliation

All good faith complaints of harassment will be promptly investigated, ensuring confidentiality to the maximum possible extent. Disciplinary action shall be taken against any employee in violation of this policy. Such disciplinary action will be determined by the nature of the wrongful act and may result in immediate dismissal of the offending employee. No employee of the City shall be retaliated against for filing a complaint of harassment in good faith or for participating and cooperating in the good faith reporting or investigation of such a claim. However, the City recognizes that false accusations of harassment can have serious effects on innocent men and women, their reputation, and their families. False accusations of sexual harassment will result in severe disciplinary action.

(f) Training Required

It will be the responsibility of the City Administrator to inform all employees of the policy concerning non-discrimination, equal employment opportunities, and harassment, as well as the gravity of such behavior and the procedure to be employed in the event an allegation develops.

11.04 Disabilities

The City shall evaluate all job applicants and employees based on ability to perform the essential functions of the position with or without reasonable accommodation. The City shall comply with the federal Americans with Disabilities Act (ADA).

11.05 Religious Affiliation

The City shall not evaluate or take employment action on job applicants or employees based on the applicant or employee's religious practices or membership. It is imperative, however, that employees not allow their religious activities to interfere with the performance of work-related duties or the completion of assignments. Being a government institution, the City does not allow employees to proselytize.

11.06 Immigration Law Compliance

- (a) Federal law requires that the City ensure all employees are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed.
- (b) In connection with federal law, the City must collect certain information and review certain documentation concerning the employment authorization of individuals hired. This information and documentation will be used only for compliance with the Immigration Reform and Control Act, as amended, and not for any unlawful purpose. If an employee's employment authorization changes or terminates after the start date of employment, the employee will be responsible for informing the City Administrator or a Human Resources representative immediately.

SECTION 12: DISCIPLINARY MEASURES

12.01 Progressive Discipline

To the extent practicable, the City prefers to pursue a course of progressive discipline, which may include the following options (in no particular order): verbal counseling, training, verbal reprimands, written reprimands, suspension with pay, suspension without pay, demotion, reduction in pay, and discharge.

12.02 Discretionary Discipline

Whether to take disciplinary action rests with the discretion of direct supervisor of the employee in consultation with the City Administrator and People & Communications Director and ~~Mayor~~, who shall not be bound by the terms or procedures of this Manual (which is solely a guide). The Mayor shall be consulted for any disciplinary action that involves an employee whose final hiring or firing authority rests with City Council.

12.03 Grievance Procedure

- (a) Employees or recently separated former employees dissatisfied with any employment issue, such as a possible job discrimination matter, health and safety issues, drug-related issues, or a disciplinary matter, may pursue a grievance.
- (b) Employees or recently separated former employees may submit a written grievance regarding any employment issue to the City Administrator within five (5) business days of the latest occurrence. A written grievance involving the City Administrator may be submitted to the Mayor within five (5) business days of the latest occurrence. The

notice must specify what action was taken by the City or what action has been observed, and how the action is either unwarranted or inappropriate.

- (c) The City will investigate when necessary, allow the initiator of the grievance a reasonable opportunity to bring forth evidence and witnesses to support the initiator's case, and allow the initiator to question and fully refute any charges brought against the employee or recently separated former employee. The City Administrator shall issue a decision on all grievances to the submitting employee. For employees for which the City Administrator is the final hiring and termination authority, the City Administrator's decision is final. For employees for which the City Council is the final hiring and termination authority, the submitting employee may appeal the City Administrator's decision to the Mayor for consideration by City Council within five business days of receiving the decision of the City Administrator.

12.04 Personnel Files

Employees may request access to their personnel files via the City Administrator or People & Communications Director. In general, for individuals other than the employee, an employee's personnel file should be accessed only by those who have a job-related need to know or if a law requires the release. Under the Public Information Act, and subject to confidentiality rules set by state law, some or all of an individual's personnel file may be released to a member of the public if requested. —Both at and following the time you separate from employment, the employee may make copies of documents in the employee's personnel file if you wish. Copying of such documents should be arranged with the People & Communications Director and will cost ten cents per copy, payable in advance. An electronic copy could be requested at no cost to the employee. Your personnel file will be maintained in City records in accordance with all applicable legal requirements.

SECTION 13 : SEPARATIONS

13.01 Non-Disciplinary Separations

- (a) **Layoffs:** The City retains the ability to restructure all employment positions and perform any necessary Reductions in Force (RIFs).
- (b) **Resignation:** Employees may resign at any time. To remain in good standing, employees are encouraged to provide two (2) weeks' notice of any intent to voluntarily leave employment.
- (c) **Retirement:** Any retirement intentions must be in conformance with the City's retirement plan.
- (d) **Incapacity:** An employee may be separated if such employee is unable to perform the functions of the employee's position, as expressly provided in the job description for such position, with or without reasonable accommodation. A finding that an employee is Unfit for Duty shall be made only through individual medical determination by a competent medical authority as prescribed by the City Administrator and Mayor. The

City Administrator may require that a current employee undergo a Fit for Duty evaluation, at the City's expense, to determine if such employee is able to satisfactorily perform the essential functions of the employee's current position, and whether the employee can satisfactorily perform such functions with or without reasonable accommodation.

13.02 Discharge

Authority to terminate resides with the City Administrator unless the employee is hired by City Council pursuant to state law or this Manual. The City Administrator shall consult with the employee's supervisor and the City Attorney prior to termination. During an investigation related to discipline or discharge, the City Administrator may place the employee on paid or unpaid administrative leave. Either the City or employees may terminate the employment relationship, for any reason, or no reason (so long as the reason is not discriminatory, as established by this Manual).

A non-exhaustive list of grounds for discipline or discharge of an employee by the City include (but is not limited to) the following:

- (a) Insubordination
- (b) Neglect of Duty
- (c) Violation of City Policy, City Ordinance, State Law, or Federal Law
- (d) Failure to conduct self in a courteous and proper manner while on duty.
- ~~(d)~~(e) Misappropriation of Funds, Equipment, or Supplies
- ~~(e)~~(f) Persistent tardiness or truancy
- ~~(f)~~(g) Carelessness or Recklessness
- ~~(g)~~(h) Misconduct
- ~~(h)~~(i) Misuse of City equipment or information
- ~~(i)~~(j) Dishonesty
- ~~(j)~~(k) Violation of Personnel Manual
- ~~(k)~~(l) Incompetency
- ~~(l)~~(m) Harassment
- ~~(m)~~(n) Discourteous Conduct towards other employees, officials, or the public
- ~~(n)~~(o) Failure to attend mandatory meetings or trainings without cause

13.03 Return Items

On or before the last day of employment with the City, all departing employees must return all equipment, supplies, files, and resources provided to the employee by the City during the employee's tenure with the City.

13.04 Payment for Leave

The City will pay separated employees for untaken vacation leave of up to ~~120~~ hours if the employee has worked for the City for at least 1 year. Compensatory time will be paid-out upon termination for all exempt employees. Employees who are terminated or do not provide adequate notice of resignation shall not receive accrued vacation leave.

13.05 Reference

All reference inquiries are to be directed to the City Administrator or the City Administrator’s designee. The City Administrator may designate an employee or former employee’s supervisor or director as the appropriate individual to provide a reference. Under state law, the City is allowed to provide a truthful employment reference regarding a current or former employee. However, the City is not required to provide an employment reference to or about a current or former employee.

City of Dripping Springs

ACKNOWLEDGEMENT

I, _____ (*printed name*), hereby acknowledge that I have received a copy of the City of Dripping Springs’s *Personnel Manual*. I have read and understood the information presented to me. If I have questions about anything I have read, I have asked my Supervisor for and received clarification. Specifically, I understand the following:

- My employment status is *at-will*, and either I or the City of Dripping Springs may terminate my employment at any time, with or without reason.

- I do not have a contract or term of office with the City of Dripping Springs unless it is through a separate written and signed agreement.
- My supervisor does not have the authority to enter into a contract with me. ○ Harassment and discrimination are not tolerated in the workplace.
- I share with my fellow employees a duty to prevent and report violations of the policies set forth in the Personnel Manual.
- My employer will promptly and thoroughly investigate all claims and take remedial measures, up to and including termination.

Employee's Signature _____ Witness's Signature

Date _____ Date

City of Dripping Springs

ELECTION REGARDING PERSONAL INFORMATION

TO THE CITY SECRETARY:

I, _____ (*printed name*), hereby make the following election with respect to allowing public access to information in the custody of the City of Dripping Springs that relates to my home address, home telephone number, and social security number or that reveals whether I have family members.

I do **not** want the City of Dripping Springs to disclose or allow public access to the following (*check all that apply*):

_____ My home address

_____ My home telephone number

_____ Information that reveals whether I have family members

Employee's Signature

Date

Attachment "A"

EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT

THIS EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT (the "Agreement") dated _____, 20__, ("Effective Date") is by and between, the City of Dripping Springs, a municipality in Hays County, and _____, a current employee of the City ("Employee").

RECITALS

WHEREAS, Employee has requested and the City has agreed to pay for the Employee to attend a conference, meeting, seminar, workshop, training, educational course, or similar instructional class (collectively, "Training"); and

WHEREAS, in consideration for the City's payment for the Training, Employee acknowledges that through attendance at such Training, Employee will acquire skills and enhance his or her professional skills or knowledge making the Employee more marketable; and

WHEREAS, Employee agrees to reimburse the City for the cost of such Training in the event that employment with the City is terminated in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the individual and mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1. Cost of Training and Expenses. The City agrees to pay a total of \$ _____ (“Cost”) for the following Training:

Name of Training: _____

Training Provided by: _____

Training Location: _____

Date(s) of Training: _____

In addition to the Cost of the Training, the City agrees to reimburse additional reasonable expenses related to attendance at such Training up to \$ _____ for travel, food, and incidentals; provided that the Employee submits the appropriate expense reports and all receipts for the expenses associated with the Training and such expenses are reimbursable.

2. Reimbursement for Cost of Training. Except as provided below, Employee agrees to reimburse the City for the Cost of the Training paid by the City if the Employee’s employment terminates within two (2) years of completion of the Training. Employee agrees to reimburse the City within thirty (30) days of termination.

3. Salary Deduction. Employee agrees and authorizes the City to deduct the amount owed hereunder, to the extent permissible by law, from Employee’s pay following notification of termination of employment with the City. The City, in its sole discretion, may determine whether to deduct any amount owed from the Employee’s pay. If the amount owed under this Agreement exceeds the amount deducted from the Employee’s pay, in accordance with Section 2, Employee agrees to reimburse the City any remaining amount due to the City within thirty (30) days of terminating employment.

4. Continuation of Employment-at-Will Relationship. Employee and the City understand and agree that this Agreement does not constitute an employment agreement and nothing in this Agreement shall replace the Employee and the City’s at-will employment arrangement. Both Employee and the City understand that the employment relationship may be terminated by either party for any or no reason at any time prior to the termination of this Agreement.

5. Term. This Agreement shall be in effect from the Effective Date until all reimbursement, if any, is due under this Agreement.

6. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties. Employee and the City may mutually agree to modify the terms of this Agreement at any time; provided, however, that any such modification must be in writing and signed by both parties to this Agreement.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas and any dispute shall have venue in Hays County.

8. Severability. If any provision of this Agreement is held to be invalid by a court of law, the remaining provisions shall remain in full force and effect.

9. Counterparts. This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

10. Headings. Headings of provisions of this Agreement are solely for the convenience of reference and are not a part of this Agreement and shall not affect the meaning, construction, operation or effect hereof.

IN WITNESS WHEREOF, the City and Employee hereto have caused this Agreement to be executed on the date and year first above written.

EMPLOYEE

Employee Name: _____ (Printed)

CITY OF DRIPPING SPRINGS

Michelle Fischer, City Administrator

Attachment "B"

KEY CONTROL POLICY

The purpose of this *Key Control Policy* is to establish reasonable personal security for the staff of the City of Dripping Springs and to ensure the protection of personal and city property through the control of keys (including fobs) to city facilities.

In return for the loan of a key, employees: 1) shall not give or loan the key to others; 2) shall not make any attempts to copy, alter, duplicate, or reproduce the key; 3) shall use the key for authorized purposes only; 4) shall safeguard and store the key securely; 5) shall immediately report any lost or stolen keys; and 6) shall produce or surrender the key upon official request.

If a key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks and keys affected may be assessed. *Misuse of City Equipment including City keys may result in discipline up to and including discharge pursuant to Section 12.02 of the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.*

KEY DISTRIBUTION & RETURN

EMPLOYEE NAME: _____ DEPARTMENT: _____

ISSUE DATE: _____ ISSUER'S SIGNATURE: _____

RETURN DATE: _____ RECEIVER'S SIGNATURE: _____

REQUESTED ACTION/RECORD (circle those that apply)

KEY ISSUANCE	RETURNED KEY	LOCK OPENING
LOCK/HARDWARE CHANGE	REPORT OF LOST/STOLEN KEY	

DESCRIPTION OF KEY(S)

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

DETAILS

ACKNOWLEDGEMENT AND AGREEMENT

I, _____ (printed name), hereby acknowledge that I have received a copy of the City of Dripping Springs's **Key Control Policy**. I have read and understood the information presented to me. I agree to return any City of Dripping Springs keys/fobs to the City upon my separation from the City on or before the last day of my employment or upon request of the City Administrator.

In return for the loan of this key(s), I agree to: 1) not give or loan the key(s) to others; 2) not make any attempt to copy, alter, duplicate, or reproduce the key(s); 3) use the key(s) for authorized purposes only; 4) safeguard and store the key(s) securely; 5) immediately report any lost or stolen key(s); and 6) produce or surrender the key(s) upon official request. I also agree that if the key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks affected may be assessed.

Employee's Signature

City Administrator's Signature

Date

Date



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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: November 7, 2023

Agenda Item Wording: **Public hearing and consideration of approval of an Ordinance amending Chapter 2 Administration, Division 4 Founders Day Commission, Section 2.04.094(c) Organization and Meetings related to Meeting Frequency.**

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

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: Founders Day Commission Chair Brenda Medcalf requested staff look in to changing the meeting schedule of the commission to better align with Founders Day Event planning. Currently the commission meets:

- January – May, the 2nd and 4th Monday of each month; and
- June – December, the 2nd Monday of each month.

Planning for the event begins in October and runs through the end of April upon the conclusion of the event. Generally, meetings that occur May through September are cancelled due to lack of quorum, and there is no event related activities during this time.

Commission Recommendations: At the October 23rd meeting, the Commission voted unanimously to change their meeting frequency to:

- January – May, the 2nd and 4th Monday of each month; and
- October – December, the 2nd Monday of each month.

Recommended Council Actions: Staff recommends approval of the ordinance.

Attachments:

1. Draft Ordinance
2. Ordinance Attachment “A”

Next Steps/Schedule:

1. Execute ordinance, publish with Century News, and send to MuniCode for codification.
2. File with city record and send to members, staff, and elected officials.
3. Update annual meeting calendar to reflect changes.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF DRIPPING SPRINGS, AMENDING THE DRIPPING SPRINGS CODE OF ORDINANCES CHAPTER 2. – ADMINISTRATION AND PERSONNEL, ARTICLE 2.04. – BOARDS, COMMISSIONS, AND COMMITTEES, DIVISION 4. FOUNDERS DAY COMMISSION, SECTION 2.04.094(C) ORGANIZATION AND MEETINGS, ESTABLISHING A NEW MEETING FREQUENCY, AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, Chapter 551 of the Texas Government Code (Open Government; Ethics; Open Meetings) provides that a municipality must make a good faith effort, whether on its website or by physical postings, to provide notice of meeting time to the general public at least 72 hours before the meeting; and

WHEREAS, the Founders Day Commission acts in an advisory capacity to the City Council to plan, promote, arrange, and organize the annual Dripping Springs Founders Day Event which takes place the last full weekend of April each year; and

WHEREAS, changing the meeting frequency of meetings will allow the Commission to better align planning activities for the Founders Day Event.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Section 2.04.094, Organization and Meetings, Code of Ordinances, City of Dripping Springs, Texas, is hereby amended to read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Language that is struck through is repealed; language that is underlined is added.

3. REPEALER

All 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. CODIFICATION

The City Secretary is hereby directed to record the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 7th day of November 2023, by a vote of __ (ayes) to __ (nays) to __ (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CODE OF ORDINANCES
CHAPTER 2. – ADMINISTRATION AND PERSONNEL
ARTICLE 2.04. – BOARDS, COMMISSIONS, AND COMMITTEES
DIVISION 4. - FOUNDERS DAY COMMISSION

Sec. 2.04.091. Creation.

There is hereby created the City of Dripping Springs Founders Day Commission.

* * *

Sec. 2.04.094. Organization and meetings.

- (a) The commission shall meet for organization immediately after appointment of its members and shall adopt such rules as it deems best to govern its actions subject to the general laws of this state, this division and other city ordinances.
- (b) A quorum shall consist of a simple majority of the members, including the chairperson. The chairperson shall have a vote only in the case of a tie vote by the commission members. **If no quorum exists, the chairperson may cancel the meeting.**
- (c) ~~The meetings of the commission shall be held on a regular basis, but not less than once a month. Regardless of this requirement, the commission may vote to cancel or reschedule any meeting at an open meeting if deemed appropriate by the commission. Such meetings shall be open to the public as required by the laws of the state and comply with the Open Meetings Act as set forth in chapter 551 of the Texas Government Code, as amended.~~

Meetings of the commission shall be held as follows and may be rescheduled or cancelled by vote of the Commission:

- (1) January – May: Second and Fourth Monday of each month; and**
- (2) October – December: Second Monday of each month.**
- (d) Meetings may also be called by the chairperson, at the request of two or more of the commission's members, or at the request of the council.
- (e) Commission members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the commission absent for three regular consecutive meetings or four regular meetings during the preceding twelve-month period of the commission, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have vacated his or her office.
- (f) **Meetings shall be open to the public as required by the laws of the state and comply with the Open Meetings Act as set forth in chapter 551 of the Texas Government Code, as amended. The commission may vote to cancel or reschedule any meeting at an open meeting if deemed appropriate by the commission.**



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Interim Deputy City Administrator 

Date: November 7, 2023

RE: FY 2024 Proposed Budget Amendment #1

General Fund:

Revenues:

- Balance Fwd. has increased **\$92,119.92** (From \$3,712,517.47 to \$3,804,637.39)
 - FY 2023 “Planning Consultant” expenditures were budgeted at \$250,000.00. Only \$ 157,880.08 was spent, providing \$92,119.92 available to be added to the Balance Forward.

Expenditures:

- Planning Consultant has increased **\$92,119.92** (From \$165,000.00 to \$257,119.92)
 - These additional expenditures are being requested to cover any Comprehensive Plan costs which were anticipated to be expended in FY 2023 but were not.
- Historic District Consultant has increased **\$6,250.00** (From \$13,500.00 to \$19,750.00)
 - This is a request from The Historic Preservation Commission to provide funding for a survey of the Old Fitzhugh Rd. Historic District, conduct an Old Fitzhugh Rd. Historic District building inventory, and give historic preservation recommendations related to the City’s Historic Preservation Implementation Manual, incentives, and Historic Preservation Ordinance.

Landscaping Fund:

Expenditures:

- Tree Maintenance has increased **\$16,200.00** (From \$25,000.00 to \$41,200.00)
 - These additional expenditures are being requested to fund additional tree maintenance at Founders and Sports and Recreation Parks, as well as surveys of the Mercer Street Historic District’s and Hays Street Historic District’s trees located in the public right of ways.

DSRP Fund:

Revenues:

- Ice Rink has decreased **\$8,800.00** (From \$329,425.00 to \$320,625.00)
 - These revenues are funded by the HOT Fund. This amendment it to allocate the revenues from the correct line items.

- TXF from HOT has increased **\$8,800.00** (From \$300,000.00 to \$308,800.00)
 - These revenues were originally shown under the Ice Rink revenue line item. This amendment it to allocate the revenues from the correct line items.

HOT Fund:

Expenditures:

- TXF to Event Center has increased **\$8,800.00** (From \$300,000.00 to \$308,800.00)
 - The DSRP budget had \$8,800.00 coming from the HOT Fund for the Ice Rink. While the revenues were shown to come into the DSRP Budget, the expenditure from the HOT Fund was unintentionally left out. This amendment is to provide for the additional transfer to the DSRP.

Utilities Fund:

Revenues:

- Balance Fwd. has increased **\$149,874.37** (From \$6,393,898.25 to \$6,543,772.62)
 - This additional Fund Balance is due to FY 2023 Expenditures coming in lower than projected. These additional funds will be utilized to add to those line items in FY 2024.

Expenditures:

- System Maintenance & Repair has increased **\$142,270.14** (From \$24,000.00 to \$166,270.14)
 - These additional expenditures are being requested to fund the repair and recoating of the manholes on the Wastewater Line A. This was anticipated to be completed in FY 2023 but was not. The funding is provided from additional fund balance from FY 2023.
- Water System Maintenance & Repair has increased **\$2,210.11** (From \$20,000.00 to \$22,210.11)
 - These additional expenditures are being requested to carry forward FY 2023 expenditures which were anticipated to be utilized prior to September 30th but were not.
- Water System Supplies has increased **\$2,368.61** (From \$50,000.00 to \$52,368.61)
 - These additional expenditures are being requested to carry forward FY 2023 expenditures which were anticipated to be utilized prior to September 30th but were not.
- Training has increased **\$3,025.51** (From \$13,3305.00 to \$16,330.51)
 - These additional expenditures are being requested to carry forward FY 2023 expenditures which were anticipated to be utilized prior to September 30th but were not.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2023-_____

BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2023-2024 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2023-2024; and

WHEREAS, the City has had a need to adjust line items in the General, Landscaping, Dripping Springs ranch Park, Hotel Occupancy Tax, and Utilities 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 2023-2024 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs’ budget for Fiscal Year 2023-2024 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

General Fund:

Revenues:

- Balance Fwd. has increased **\$92,119.92** (From \$3,712,517.47 to \$3,804,637.39)

Expenditures:

- Planning Consultant has increased **\$92,119.92** (From \$165,000.00 to \$257,119.92)

Landscaping Fund:

Expenditures:

- Tree Maintenance has increased **\$16,200.00** (From \$25,000.00 to \$41,200.00)

DSRP Fund:

Revenues:

- Ice Rink has decreased **\$8,800.00** (From \$329,425.00 to \$320,625.00)
- TXF from HOT has increased **\$8,800.00** (From \$300,000.00 to \$308,800.00)

HOT Fund:

Expenditures:

- TXF to Event Center has increased **\$8,800.00** (From \$300,000.00 to \$308,800.00)

Utilities Fund:

Revenues:

- Balance Fwd. has increased **\$149,874.37** (From \$6,393,898.25 to \$6,543,772.62)

Expenditures:

- System Maintenance & Repair has increased **\$142,270.14** (From \$24,000.00 to \$166,270.14)
- Water System Maintenance & Repair has increased **\$2,210.11** (From \$20,000.00 to \$22,210.11)
- Water System Supplies has increased **\$2,368.61** (From \$50,000.00 to \$52,368.61)
- Training has increased **\$3,025.51** (From \$13,3305.00 to \$16,330.51)

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 7th day of November 2023 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 2024 Adopted	FY 2024 Proposed Amendment #1	Change
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CITY - GENERAL FUND

Balance Forward	3,712,517.47	3,804,637.39	92,119.92
Revenue			
AD Valorem	3,389,487.36		
AV P&I	4,000.00		
Sales Tax	3,800,000.00		
Mixed Beverage	75,000.00		
Alcohol Permits	9,000.00		
Fire Inspections	50,000.00		
Bank Interest	50,000.00		
Development Fees:			
- Subdivision	638,875.00		
- Site Dev	850,000.00		
- Zoning/Signs/Ord	65,000.00		
Building Code	1,500,000.00		
Transportation Improvements Reimbursements	240,000.00		
Solid Waste	45,000.00		
Health Permits/Inspections	75,000.00		
Municipal Court			
Other Income	40,000.00		
TXF from Capital Improvements			
TXF DSRP On Call	10,400.00		
TXF from HOT			
TXF from WWU			
TXF from TIRZ	100,558.00		
TXF from Sidewalk Fund			
FEMA	-		
CARES Act	-		
Opioid Abatement	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-		
Total	14,654,837.83	3,804,637.39	92,119.92
Expense			
Supplies	35,000.00		
Office IT Equipment and Support	139,499.00		
Software Purchase, Agreements and Licenses	192,000.00		
Website	6,800.00		
Communications Network/Phone	58,395.84		
Miscellaneous Office Equipment	10,300.00		
Utilities:			
- Street Lights	20,000.00		
- Streets Water	4,000.00		
- Office Electric	5,500.00		
- Office Water	650.00		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
- Stephenson Electric	1,500.00		
- Stephenson Water	500.00		
Transportation:			
- Improvement Projects	1,140,000.00		
- Street & ROW Maintenance	211,005.00		
- Street Improvements	660,000.00		
Office Maintenance/Repairs	19,860.00		
Stephenson Building Maintenance	550.00		
Maintenance Equipment	8,500.00		
Equipment Maintenance	6,750.00		
Maintenance Supplies	6,500.00		
Fleet Acquisition	361,000.00		
Fleet Maintenance	78,020.00		
City Hall Improvements	556,000.00		
Uniforms	17,500.00		
Special Projects:			
- Family Violence Ctr	7,000.00		
- Lighting Compliance	2,000.00		
- Economic Development	5,000.00		
- Records Management	1,220.00		
- Government Affairs	-		
- Stephenson Parking Lot Improvements			
- Stephenson Building Rehabilitation	92,025.00		
- OFR Grant Writer			
- Planning Consultant	165,000.00	257,119.92	92,119.92
- Land Acquisition	10,000.00		
- Downtown Bathroom	200,000.00		
- City Hall Planning	20,000.00		
Public Safety:			
- Emergency Management Equipment	79,200.00		
- Emergency Equipment Fire & Safety	996.00		
- Emergency Mgt PR	2,000.00		
- Emergency Equipment Maintenance & Service	12,102.00		
- Emergency Management Other	-		
- Animal Control	3,400.00		
Public Relations	15,300.00		
Postage	3,500.00		
TML Insurance:			
- Liability	27,277.00		
- Property	48,810.00		
- Workers' Comp	34,656.00		
Dues, Fees, Subscriptions	31,500.00		
Public Notices	2,000.00		
City Sponsored Events			
Election	8,000.00		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
Salaries	3,238,716.65		
Taxes	259,605.82		
Benefits	279,323.88		
Retirement	185,186.55		
DSRP Salaries	540,752.60		
DSRP Taxes	43,887.57		
DSRP Benefits	66,694.30		
DSRP Retirement	31,931.44		
Professional Services:			
- Financial Services	37,500.00		
- Engineering	70,000.00		
- Special Counsel and Consultants	49,000.00		
- Muni Court	15,500.00		
- Bldg. Inspector	750,000.00		
- Fire Inspector	40,000.00		
- Health Inspector	60,000.00		
- Architectural and Landscape Consultants	5,000.00		
- Historic District Consultant	13,500.00	19,750.00	6,250.00
- Lighting Consultant	2,000.00		
- Human Resource Consultant	28,306.00		
Training/CE	84,158.93		
Employee Engagement	20,000.00		
Meeting Supplies	12,700.00		
Code Publication	5,200.00		
Mileage	2,000.00		
Miscellaneous Office Expense	10,000.00		
Bad Debt Expense	-		
Contingencies/Emergency Fund	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)			
Debt Payment 2024	367,000.00		
TXF to Reserve Fund	500,000.00		
TXF AV to TIF	668,644.77		
TXF to TIRZ			
Sales Tax TXF to WWU	760,000.00		
SPA & ECO D TXF	218,880.00		
TXF to DSRP	-		
TXF to Capital Improvement Fund	300,000.00		
TXF to Vehicle Replacement Fund	86,010.00		
TXF to WWU			
TXF to Founders Day			
TXF to Farmers Market	16,679.31		
Total	13,128,993.66	276,869.92	98,369.92

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
PARKS - GENERAL FUND			
Revenue			
Sponsorships and Donations	5,000.00		
City Sponsored Events			
Programs and Events	22,600.00		
Community Service Permit Fees	1,800.00		
Aquatics Program Income	55,300.00		
Pool and Pavilion Rental	20,800.00		
Park Rental Fees	6,000.00		
Reimbursement of Utility Costs			
TXF from HOT Fund	-		
TXF from Parkland Dedication	541,480.00		
TXF from Parkland Development			
TXF from Landscaping Fund	3,000.00		
TXF from Contingency Funds			
TXF from DSRP			
TXF from CLFRF	-		
Total Revenue	655,980.00		
Expense			
Other	13,320.00		
Park Consultants			
Dues Fees and Subscriptions	3,402.00		
Advertising & Marketing	16,250.00		
Total Other	32,972.00		
Public Improvements			
All Parks	156,500.00		
Triangle Improvement	-		
Rathgeber Improvements	215,000.00		
Founders Park	597,000.00		
Founders Pool			
Skate Park	150,000.00		
S & R Park	54,000.00		
Charro Ranch Park	600.00		
Total Improvements	1,173,100.00		
Utilities			
Portable Toilets	7,250.00		
Triangle Electric	500.00		
Triangle Water	500.00		
Ranch House Network/Phone	8,568.00		
S&R Park Water	13,000.00		
SRP Electric	2,500.00		
FMP Pool/ Pavilion Water	6,000.00		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
FMP Pool//Electricity	5,000.00		
Pool Phone/Network	3,040.00		
FMP Pool Propane	13,250.00		
Total Utilities	59,608.00		
Maintenance			
General Maintenance (All Parks)	9,000.00		
Trail Washout repairs			
Equipment Rental	1,000.00		
Founders Pool	36,000.00		
Founders Park	17,740.00		
Skate Park Maintenance	500.00		
S&R	42,920.00		
Charro Ranch Park	9,300.00		
Triangle/ Veteran's Memorial Park	700.00		
Rathgeber Maintenance			
Total Maintenance	117,160.00		
Supplies			
General Parks	8,550.00		
Charro Ranch Supplies	1,250.00		
Founders Park Supplies	-		
Founders Pool Supplies	40,075.00		
Program and Events	10,950.00		
DSRP & Ranch House Supplies			
Rathgeber Supplies	600.00		
S&R Supplies	400.00		
Total Supplies	61,825.00		
Program Staff			
Camp Staff			
Program Event Staff	27,801.76		
Aquatics Staff	130,642.09		
Total Staff Expense	158,443.85		
Total Parks Expenditures	1,603,108.85		
FOUNDERS DAY - GENERAL FUND			
Balance Forward	46,869.01		
Revenue			
Craft booths/Business Booths	6,250.00		
Food booths	1,300.00		
BBQ cookers	4,600.00		
Carnival	14,000.00		
Parade	4,000.00		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
Sponsorship	90,000.00		
Parking concession	1,000.00		
Electric	3,300.00		
Misc.			
TXF from General Fund			
Total	171,319.01		
Expense			
Publicity	2,500.00		
Porta-Potties	15,000.00		
Security	35,000.00		
Health, Safety & Lighting	30,500.00		
Transportation	7,000.00		
Barricades/Traffic Plan	6,500.00		
Bands/Music/Sound	22,500.00		
Clean Up	20,000.00		
FD Event Supplies	7,750.00		
Sponsorship	6,000.00		
Parade	650.00		
Tent, Tables & Chairs	4,400.00		
Electricity	2,000.00		
FD Electrical Setup	225.00		
Contingencies	-		
Total expenses	160,025.00		
Balance Forward	11,294.01		
ECLIPSE - 2024			
Revenue			
Sponsorships			
- Sunblock Party	20,000.00		
- Glasses	5,000.00		
- Misc. Sponsorships	5,000.00		
Sales			
- Glasses	12,000.00		
- T-Shirts	3,500.00		
- Other	2,000.00		
TXF from HOT	62,709.00		
Total	110,209.00		
Expense			
Merchandise			
- Glasses	14,139.00		
- T-Shirts	2,500.00		
- Stickers	1,000.00		
- Other	6,000.00		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
Maintenance	32,670.00		
Block Party	28,500.00		
Other	25,400.00		
Total expenses	110,209.00		
CONSOLIDATED GENERAL FUND			
Revenue			
City	14,654,837.83	3,804,637.39	92,119.92
Parks	655,980.00	-	-
Founders	171,319.01	-	-
Eclipse	110,209.00	-	-
Total	15,592,345.84	3,804,637.39	92,119.92
Expense			
City	13,128,993.66	276,869.92	98,369.92
Parks	1,603,108.85	-	-
Founders	160,025.00	-	-
Eclipse	110,209.00	-	-
Total Expense	15,002,336.50	276,869.92	98,369.92
Balance Forward	590,009.34		(6,250.00)

**FY 2024
Adopted**

**FY 2024
Proposed
Amendment #1**

Change

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	31,438.39
Revenue	
FM Sponsor	4,000.00
Grant Income	1,000.00
Booth Space	70,000.00
Applications	1,800.00
Membership Fee	2,000.00
Interest Income	1,300.00
Market Event/Merch.	1,000.00
Transfer from General Fund	16,679.31
Total	129,217.70

Expense	
Advertising	4,700.00
Market Manager	56,968.21
Market Specialist	
Payroll Tax Expense	4,610.07
DSFM Benefits	6,676.72
Retirement	3,363.97
Entertainment& Activities	3,000.00
Dues Fees & Subscriptions	200.00
Market Event	-
Training	100.00
Office Expense	200.00
Supplies Expense	-
Network & Phone	200.00
Cleaning & Maintenance	2,200.00
Other Expense	-
Capital Fund	
Contingency Fund	500.00
Transfer to Reserve Fund	35,000.00
Total Expense	117,718.98
Balance Forward	11,498.72

FY 2024
AdoptedFY 2024
Proposed
Amendment #1

Change

PARKLAND DEDICATION FUND

Balance Forward 564,405.81

Revenue

Parkland Fees -

Total Revenue 564,405.81**Expense**

Park Improvements 541,480.00

TXF to AG Facility

Master Naturalists

Total Expenses 541,480.00**Balance Forward 22,925.81****PARKLAND DEVELOPMENT FUND**

Balance Forward -

Revenue

Parkland Development Fees

Total Revenue -**Expense**

Transfer to Parks

Total Expenses -**Balance Forward -****AG FACILITY FUND**

Balance Forward -

Revenue

Ag Facility Fees

Total Revenues -**Expense**

TXF to DSRP

Total Expense -**Balance Forward -**

FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
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LANDSCAPING FUND

Balance Forward	624,827.64		
Revenue			
Tree Replacement Fees			
Total Revenues	624,827.64	-	-
Expense			
Sports and Rec Park	-		
DSRP			
FMP	3,000.00		
Charro			
Historic Districts			
Professional Services			
Tree Maintenance	25,000.00	41,200.00	16,200.00
City Hall Lawn and Tree Maintenance	2,300.00		
Total Expense	30,300.00	41,200.00	16,200.00
Balance Forward	594,527.64		(16,200.00)

SIDEWALK FUND

Balance Forward	1,497.00		
Revenue			
Fees	-		
Total Revenues	1,497.00		
Expense			
Expense	-		
Total Expense	-		
Balance Forward	1,497.00		

FY 2024
AdoptedFY 2024
Proposed
Amendment #1

Change

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	242,088.02		
Revenue			
Stall Rentals	37,200.00		
RV/Camping Site Rentals	19,000.00		
Facility Rentals	113,500.00		
Equipment Rental	6,000.00		
Sponsorships & Donations	52,275.00		
Merchandise Sales	22,065.20		
Riding Permits	9,500.00		
Staff & Misc. Fees	4,000.00		
Cleaning Fees	25,000.00		
General Program and Events:			
- Riding Series	35,000.00		
- Coyote Camp	137,100.00		
- Misc. Events	2,000.00		
- Programing	15,100.00		
- Concert Series			
- Ice Rink	329,425.00	320,625.00	(8,800.00)
Other Income	500.00		
Interest	2,000.00		
TXF from Ag Facility			
TXF from HOT	300,000.00	308,800.00	8,800.00
TXF for RV/ Parking Lot HOT			
TXF from General Fund			
TXF from Landscape Fund			
TXF from PEG			
TXF from General Fund CLFRF			
Total Revenue	1,351,753.22	629,425.00	-
Expense			
Advertising	15,000.00		
Office Supplies	10,000.00		
Postage	-		
DSRP On Call	10,400.00		
Camp Staff	108,246.48		
Network and Communications	14,518.00		
IT Equipment & Support	5,000.00		
Co-Sponsored Events	7,900.00		
Sponsorship Expenses	2,100.00		
Supplies and Materials	13,545.00		
Uniforms	3,500.00		
Ranch House Supplies	1,000.00		
Dues, Fees and Subscriptions	5,127.50		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
Mileage	500.00		
Equipment	20,000.00		
House Equipment			
Equipment Rental	2,000.00		
Equipment Maintenance	25,000.00		
Portable Toilets	2,500.00		
Electric	60,000.00		
Water	7,000.00		
Septic	750.00		
Lift Station Maintenance	12,000.00		
Propane/Natural Gas	2,500.00		
On Call Phone	-		
Alarm	6,660.00		
Stall Cleaning & Repair	4,000.00		
Training and Education	12,400.00		
General Program and Events:			
- Riding Series	32,000.00		
- Coyote Camp	16,000.00		
- Misc. Events	700.00		
- Programing	8,000.00		
- Concert Series			
- Ice Rink	242,719.40		
Other Expense	20,000.00		
Improvements	355,000.00		
Tree Planting			
Contingencies	50,000.00		
Fleet Acquisition	-		
Fleet Maintenance	5,500.00		
General Maintenance and Repair	155,697.24		
Grounds and General Maintenance	21,690.00		
House Maintenance	10,000.00		
HCLE	13,200.00		
Merchandise	17,065.20		
RV/Parking Lot			
TXF to Vehicle Replacement Fund	32,145.00		
Total Expenses	1,331,363.82	-	-
Balance Forward	20,389.40		-

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
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HOTEL OCCUPANCY TAX FUND

Balance Forward	549,203.99		
Revenues			
Hotel Occupancy Tax	800,000.00		
Interest	7,200.00		
Total	1,356,403.99		
Expenses			
Advertising	-		
Christmas Lighting Displays	27,290.00		
City Sponsored Events			
Historic Districts Marketing	-		
Signage	8,840.00		
Arts	20,000.00		
Lighting	-		
Dues and Fees	12,000.00		
TXF to Debt Service	88,487.50		
RV/ Parking Lot			
Software	8,000.00		
TXF to General Fund	62,709.00		
TXF to DSVB	233,072.73		
TXF to Event Center	300,000.00	308,800.00	8,800.00
Grants	39,885.00		
Total expenses	800,284.23	308,800.00	8,800.00
Balance Forward	556,119.76		(8,800.00)

FY 2024
AdoptedFY 2024
Proposed
Amendment #1

Change

VISITORS BUREAU**Balance Forward**

-

Revenue

Fees

- Brewers Fest 1,000.00
- Wedding Showcase 14,000.00

Ticket Sales

- Brewers Fest 12,000.00
- Dripping with Taste 5,000.00
- Songwriter's Festival 8,500.00

Merchandise

- Brewers Fest 1,000.00
- Songwriters Festival 5,000.00
- Eclipse 2,000.00

Sponsorships & Donations

- Songwriter's Festival 78,000.00

Grants

-

TXF from HOT Fund

233,072.73

Total**359,572.73****Expense**

Personnel

- Salaries 144,350.00
- Taxes 11,546.78
- Benefits 13,430.08
- TMRS 8,523.87

Dues, Fees and Subscriptions

3,525.00

Advertising & Marketing

20,053.00

Supplies

1,800.00

IT Equipment & Support

-

Software

25,260.00

Training & Education

3,000.00

Professional Services

- Marketing Consultant 5,000.00

Utilities

- Water
- Electricity 650.00
- Phone/Network

Website

7,150.00

Office Maintenance/Repairs

13,740.00

Postage

250.00

Other

7,214.00

Brewers Fest

7,680.00

Dripping with Taste

4,700.00

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
Songwriter's Festival	68,700.00		
Wedding Showcases	13,000.00		
Total expenses	359,572.73		
Balance Forward		-	

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
UTILITY FUND			
Balance Forward	6,393,898.25	6,543,772.62	149,874.37
Wastewater			
Revenue			
TXF from TWDB	14,715,000.00		
Wastewater Service	1,478,767.68		
Late Fees/Rtn check fees	9,600.00		
Portion of Sales Tax	760,000.00		
Delayed Connection Fees	5,000.00		
Line Extensions			
Transfer fees	-		
Overuse fees	335,135.58		
Reuse Fees	204,350.00		
FM 150 WWU Line Reimbursement	60,000.00		
Interest			
Other Income			
Water Income			
Developer Reimbursed Costs	927,000.00		
TXF from General Fund			
Total Revenues	18,494,853.26		
Expense			
Administrative and General Expense:			
- Regulatory Expense			
- Planning and Permitting	5,000.00		
Engineering:			
- Engineering & Surveying			
- Construction Phase Services HR TEFS 1873-001	15,000.00		
- Misc. Planning/Consulting 1431-001	35,000.00		
- 2nd Amendment CIP 1881-001	20,000.00		
- Sewer Planning CAD 1971-001	15,000.00		
- Water Planning 1982-001	5,000.00		
- FM 150 WWU Line 1989-001	60,000.00		
- Parallel West Interceptor Design& Cost			
- Caliterra Plan Review & construction Phase Services 19	35,000.00		
- TLAP Renewal application 1732-001	10,000.00		
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00		
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00		
- Double L Planning & Const. Phase Services - 1743-001	75,000.00		
- Cannon Tract - 1842-001	2,000.00		
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00		
- Big Sky PR & Const Phase Services - 1913-001	50,000.00		
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00		
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
- Cynosure-Wild Ridge - 2009-001	75,000.00		
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00		
- New Growth Plan Review & CPS - 60972-2	60,000.00		
- Cannon Ranch Gateway Village Plan Review & CPS - 6	60,000.00		
- TLAP Renewal application			
System Operations and Maintenance:			
- Routine Operations	87,000.00		
- Non-Routine Operations	85,800.00		
- System Maintenance & Repair	24,000.00	166,270.14	142,270.14
- Chlorinator Maintenance	3,900.00		
- Chlorinator Alarm	1,300.00		
- Odor Control	26,000.00		
- Meter Calibrations	2,730.00		
- Lift Station Cleaning	27,300.00		
- Jet Cleaning Collection lines	27,360.00		
- Drip Field Lawn Maintenance	10,000.00		
- Drip Field Maint & Repairs	20,000.00		
- Drip Field Meter Box Replacement	-		
- Lift Station repairs	27,300.00		
- Autodialer Replacement	-		
- Lift Station Preventative Maintenance	9,700.00		
- WWTP Repairs/Pump Repairs	58,500.00		
- Chemicals	15,000.00		
- Electricity	80,000.00		
- Laboratory Testing			
- Sludge Hauling	150,000.00		
- Phone/Network			
- Supplies	28,500.00		
- Wastewater Flow Measurement	9,000.00		
- Backwash Flow Meter & Check valve	-		
- Arrowhead Plant Operations			
- Big Sky Plant Operations	-		
Arrowhead Operations and Maintenance:			
- Routine Operations	23,250.00		
- Non-Routine Operations	21,450.00		
- Chlorinator Maintenance	1,500.00		
- Chlorinator Alarm	1,000.00		
- Meter Calibrations	1,200.00		
- Lift Station Cleaning	3,000.00		
- Drip Field Lawn Maintenance	44,000.00		
- Drip Field Maint & Repairs	7,500.00		
- Lift Station repairs	2,500.00		
- Lift Station Preventative Maintenance	1,000.00		
- WWTP Repairs/Pump Repairs	14,625.00		
- Chemicals	13,000.00		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
- Electricity	20,000.00		
- Sludge Hauling	39,000.00		
- Supplies	7,500.00		
- Capital Projects	2,029,109.57		
Other Expense	85,000.00		
Capital Projects:			
- Road Reconstruction			
- HRTreated Effluent Fill Station	200,000.00		
- Parallel West Interceptor			
- Arrowhead Drain Field	1,800,000.00		
Other:			
- Reimbursement to Caliterra Oversize of West Interceptor			
TWDB Engineering:			
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00		
- East Interceptor 1951-001	125,000.00		
- Effluent HP 1952-001	175,000.00		
- Reclaimed Water Facility 1953-001	5,000.00		
- WWTP Design Assistance			
- So Regional WW System Exp P&M 1923-001	30,000.00		
Miscellaneous:			
- Consultants and Legal	230,000.00		
TWDB Capital Projects:			
- West Interceptor	2,000,000.00		
- South Collector, LS and FM and TE Line	125,000.00		
- East Interceptor	50,000.00		
- Effluent Holding Pond	2,000,000.00		
- WWTP	12,000,000.00		
Transfer to General Fund			
Transfer to Vehicle Replacement Fund	37,936.00		
Total Expense	22,797,960.57	166,270.14	142,270.14

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
WATER			
Revenue			
Fees:			
- Tap Fees			
- Impact Fees			
- Meter Set Fees	5,000.00		
- Disconnect Fees			
- Equipment Fees	36,200.00		
- Inspection Fees	5,000.00		
Rates:			
- Base Rate	63,840.00		
- Usage	100,000.00		
- Penalties			
Other Revenues	6,000.00		
TXF from Wastewater Fund	-		
Total Revenue	216,040.00		
Expense			
Administrative and General Expense:			
- Regulatory Expense	-		
- Planning and Permitting	-		
System Operations and Maintenance:			
- Routine Operations	25,000.00		
- Non Routine Operations	10,000.00		
- System Maintenance & Repair	20,000.00	22,210.11	2,210.11
- Laboratory Testing	-		
- Supplies	50,000.00	52,368.61	2,368.61
Operating and Maintenance	-		
Total Expense	105,000.00	74,578.72	4,578.72
OPERATIONS			
Revenues			
PEC	130,000.00		
ROW Fees	6,000.00		
Cable	130,000.00		
TX Gas Franchise Fees	3,000.00		
Interest	60,000.00		
TXF from General Fund	-		
Total Revenue	329,000.00		
Expense			
Administrative and General Expense:			
- Administrative/Billing Expense	352,560.00		
- Legal Fees	50,000.00		

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
- Auditing	10,000.00		
- Software	15,313.00		
- IT Equipment & Support	4,340.00		
Systems Operations and Maintenance:			
- Phone/Network	16,250.00		
- Equipment	53,000.00		
- Equipment Maintenance	10,000.00		
- Fleet Acquisition	62,000.00		
- Fleet Maintenance	12,000.00		
- Fuel	20,000.00		
- Laboratory Testing	30,000.00		
Other Expense			
Uniforms	7,470.00		
Training	13,305.00	16,330.51	3,025.51
Dispatch	3,000.00		
Salaries	527,345.98		
Taxes	42,609.97		
Benefits	59,572.49		
Retirement	30,894.73		
On Call	10,400.00		
Total Expense	1,330,061.17	16,330.51	3,025.51

CONSOLIDATED UTILITY FUND**Revenue**

Balance Forward	6,393,898.25	6,543,772.62	149,874.37
Wastewater	18,494,853.26	-	-
Water	216,040.00	-	-
Operations	329,000.00	-	-

Total	25,433,791.50	6,543,772.62	149,874.37
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Expense

Wastewater	22,797,960.57	166,270.14	\$ 142,270.14
Water	105,000.00	74,578.72	4,578.72
Operations	1,330,061.17	16,330.51	3,025.51

Total Expense	24,233,021.74	257,179.37	149,874.37
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Balance Forward	1,200,769.76		0.00
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**FY 2024
Adopted**

**FY 2024
Proposed
Amendment #1**

Change

TWDB FUND

Balance Forward	208.34
Revenues	14,715,000.00
Interest	
Total revenue	14,715,208.34

Expenses

Escrow Fees	
Expenses	14,715,000.00
Total Expenses	14,715,000.00

Balance Forward	208.34
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IMPACT FUND

Bal Forward	2,391,506.74
Revenue	
Impact Fees	1,080,150.00
Impact Fee Deposits	
Interest Income	45,000.00
Total	3,516,656.74

Expense

TXF to Debt Service 2015	684,900.76
TXF to Debt Service 2019	1,043,553.00
TXF to Debt Service 2022	1,195,288.50
Total expense	2,923,742.26

Total Bal Forward	592,914.48
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DEBT SERVICE FUND 2015

Bal Forward	845,626.75
Revenue	
TXF from Impact Fund	684,900.76
Interest	8,000.00
Total Revenue	1,538,527.51

Expenses

Debt Payment 2015	698,498.56
Total Expense	698,498.56

Balance Forward	840,028.95
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	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
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DEBT SERVICE FUND 2013

Bal Forward	102,323.72		
Revenue			
TXF from HOT	88,487.50		
Interest			
Total	190,811.22		

Expense

Tax Series 2013	91,600.00		
Total Expenses	91,600.00		

Balance Forward	99,211.22		
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DEBT SERVICE FUND 2019

Bal Forward	1,045,641.43		
Revenue			
TXF from Impact Fees	1,043,553.00		
Interest			
Total	2,089,194.43		

Expense

Tax Series 2019	1,013,553.00		
Total Expenses	1,013,553.00		

Balance Forward	1,075,641.43		
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DEBT SERVICE FUND 2022

Bal Forward	1,195,288.50		
Revenue			
TXF from Impact Fees	1,191,888.50		
Interest	-		
Total	2,387,177.00		

Expense

Tax Series 2022	1,195,288.50		
Total Expenses	1,195,288.50		

Balance Forward	1,191,888.50		
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**FY 2024
Adopted** **FY 2024
Proposed
Amendment #1**

Change

PEG FUND

Balance Forward **119,954.90**

Revenues

TWC 30,000.00

Interest Income 2,000.00

Total Revenues **151,954.90**

Expense

TXF to Event Center

Total Expense **-**

Balance Forward **151,954.90**

	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
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RESERVE FUND

Balance Forward	2,168,884.62		
Revenue			
TXF from General Fund	300,000.00		
Interest	23,000.00		
Total	2,491,884.62		

Expense

Expense

Total Expense	-		
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Balance Forward	2,491,884.62		
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TIRZ 1

Balance Forward	11,632.20		
Revenues			
City AV	248,835.49		
County AV	362,307.49		
City for GAP Escrow			
Interest Income			
EPS Reimbursements			
Total Revenue	622,775.18		

Expense

TIRZ Expense

Project Management/Misc. Costs	16,000.00		
Project Administration P3 Works	8,000.00		
Legal Fees	-		
EPS			
MAS	21,000.00		
HDR	170,625.00		
TJKM - Grant Writing			
Buie - PR			
Misc. Consulting	176,750.00		
Creation Cost Reimbursements			
TXF to GAP Escrow			
Stakeholder Reimbursement	80,325.73		

Total Expense	472,700.73		
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Balance Forward	150,074.45		
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	FY 2024 Adopted	FY 2024 Proposed Amendment #1	Change
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TIRZ 2

Balance Forward	1,547,461.82		
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Revenue

Interest Income	6,500.00		
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City AV	419,809.28		
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County AV	609,756.54		
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Total Revenue	2,583,527.64		
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Expense

Project Management/Misc. Costs	16,000.00		
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Project Administration P3 Works	8,000.00		
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MAS	10,000.00		
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HDR	56,875.00		
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Misc. Consulting	150,000.00		
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Creation Cost Reimbursements			
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Stakeholder Reimbursement	20,232.27		
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Total Expense	261,107.27		
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Balance Forward	2,322,420.37		
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VEHICLE REPLACEMENT FUND

Balance Forward	161,025.00		
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Revenue

TXF from General Fund	86,010.00		
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TXF from DSRP	32,145.00		
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TXF from WWU	37,936.00		
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Total Revenue	317,116.00		
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Expense

Vehicle Replacement			
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Total Expense	-		
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Balance Forward	317,116.00		
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04 October 2023

A PROPOSAL TO THE CITY OF DRIPPING SPRINGS

to complete a

HISTORIC RESOURCES SURVEY AND BUILDING INVENTORY

for the

OLD FITZHUGH ROAD HISTORIC DISTRICT

in

DRIPPING SPRINGS, TX

for a

Fee of \$16,250

Post Oak Preservation Solutions, LLC (Post Oak Preservation Solutions/Consultant) proposes to provide the following services on behalf of the City of Dripping Springs (Client) in conjunction with the ongoing preservation efforts of the Old Fitzhugh Road Historic District in Dripping Springs, Texas. The scope of work shall include field work, research, photography, preparation of forms to be submitted to the City of Dripping Springs. The proposed scope of work is as follows:

Task 1: Historic District Survey & Research

The first phase of this project is to research the development of Dripping Springs and all of the buildings within the Old Fitzhugh Road Local Historic District. An intensive-level historic resources survey will be conducted to document changes and integrity within the District. Scope includes:

- Historic research and windshield survey to determine survey boundaries
- Review of existing surveys
- Verification of boundaries with City and community members
- 2-3 days of intensive-level surveying within survey boundaries
- Intensive-level research on individual properties

Timing

Research will begin upon execution of this agreement. Survey fieldwork will occur at a mutually agreed upon time over the course of a few days in winter 2023/2024. Later fieldwork may be completed on an as needed basis.



Task 2: Historic Resources Survey Report

The second phase of the project is to analyze, organize, and synthesize the information and research gathered during Task 1 and to generate a Historic Resources Survey Report (HRSR). The report will include:

- Data analysis
- Historic context statement
- Identification of contributing and non-contributing resources
- Inventory table of all surveyed historic-age resources within the survey boundary
- Designation recommendations & mapping

Timing

Draft 1 of the survey report will be submitted to the City within two months of field work completion. The City will have two weeks to provide consolidated feedback on Draft 1 to Post Oak. A final report will be submitted within one month of receipt of consolidated feedback.

Task 3: Historic Preservation Recommendations

The final phase of this project will include analysis of the existing conditions, pressures, strengths, and weaknesses of the historic preservation program in the City of Dripping Springs. Post Oak will provide a recommendations memo to the City pertaining to, but not limited to, the following subjects:

- Historic Preservation Ordinance
- Implementation Standards
- Design Guidelines & Visions Statements
- Future survey and/or designation opportunities (both locally and nationally)

Timing

The preservation recommendations will be delivered to the City within one month of fieldwork completion.

Billing

The fee of **\$16,250** covers historic resource survey services.

Post Oak Preservation Solutions will bill for the services provided according to the billing milestones described below:

1. Retainer due upon execution of this agreement	\$1,625
2. Completion of survey fieldwork	\$3,250
3. Submit HRSR draft to city for comments	\$6,500
4. Revise and finalize HRSR	\$3,250
5. Submit historic preservation recommendations to the city	\$1,625

**This proposal expires in ninety (90) days if not accepted by the Client.
The Standard Terms and Conditions below apply to this proposal.**



Standard Terms And Conditions

1. ARTICLE 1: PROFESSIONAL SERVICES
 - 1.1. Parties. "Client" refers to the Client on page one and "Professional" refers to Post Oak Preservation Solutions, LLC.
 - 1.2. Services. In connection with the property described in the Proposal ("Property"), Professional shall render the professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.
 - 1.3. Agreement. The Professional Services Agreement includes the Proposal, Amendments to the Proposal, and these Terms and Conditions (collectively, the "Agreement").
2. ARTICLE 2: PROPOSALS
 - 2.1. Scope. The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific Services ("Basic Services"). Additional Services are services expressly denominated as Additional Services. Additionally, any services not expressly included in Basic Services are considered "Additional Services". Professional is entitled to be paid additional compensation for all Additional Services and as well as additional time to perform. Compensation for Additional Services shall be charged on an hourly basis at Professional's customary hourly rates unless a fixed fee is agreed upon in writing. Such fees and expenses will be billed monthly to Client.
 - 2.2. Acceptance of Agreement. Client shall authorize and Professional shall commence work upon Professional's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within ninety (90) days of the date tendered, it shall become invalid unless: (1) Professional extends the time in writing; or (2) at the sole option of Professional, Professional accepts Client's oral authorization to proceed with the Services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Professional's performance of the Services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization.
3. ARTICLE 3: CHANGES
 - 3.1. Changes. The Professional and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to Services to be performed. If Client revises its designs for the construction of the Project after issuance of the Client's Plans for Submittal for the Project then any additional services necessary as a result of such change shall be considered an Additional Service. If such changes cause an increase or decrease in the Professional's cost of, or time required for, performance of any Services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment or Additional Services Proposal.
 - 3.2. Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.
4. ARTICLE 4: THE TERM
 - 4.1. Term. Professional shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Professional's Services are terminated under provisions of the Agreement. Professional will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Professional shall not be liable or responsible for any delays caused by circumstances beyond Professional's control, including, without limitation, previously unknown conditions, market factors, acts or omissions of third parties, decisions by governing jurisdictions, or other factors which may affect the future progress of the Project. In the event the Basic Services are not completed within 48 months after execution of the Agreement through no fault of Professional then all services thereafter shall be considered Additional Services.
5. ARTICLE 5: DUTIES
 - 5.1. Access. Client will provide Professional with access to the Property or to any other site as required by Professional for performance of the Services.
 - 5.2. Client-Furnished Data. Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Professional's submissions, coordinate communications with Client's consultants, and give prompt written notice to Professional whenever he/she observes or otherwise becomes aware of any defect in the Services. Client shall designate a representative to be its authorized representative and person with whom Professional can communicate.
 - 5.3. Other Information. Professional shall be entitled to rely on the accuracy and completeness of information, services, and work provided by others and shall not be liable for same, even when incorporated into Professional's Services. Professional does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
 - 5.4. Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Professional from providing any notices or reports that it may be required by law to give to governmental entities.



6. ARTICLE 6: COMPENSATION OF SERVICES

- 6.1. Compensation of Services. Professional's compensation for Basic Services is set forth in individual Proposal(s).
- 6.2. Compensation. Client agrees to pay Professional for Basic Services in accordance with the Agreement. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, and special deliveries and subcontractor expenses shall be billed to Client..
- 6.3. Payments. Professional will invoice Client in accordance with the terms of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Professional at PO Box 12747, San Antonio, Texas 78212, the full amount of each such invoice upon receipt.
- 6.4. Right to Stop Performance. If Client does not pay any amount due to Professional within thirty (30) days after the invoice date, Professional may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.
- 6.5. Interest. Payments due and unpaid to Professional under the Agreement shall bear interest at the rate of five percent (5%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.
- 6.6. Attorney's Fees. In the event Professionals' invoices for Services are given to any attorney for collection, or if suit is brought for collection, then Client shall pay Professional all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

7. ARTICLE 7: TERMINATION OF SERVICES

- 7.1. Termination. This Agreement may be terminated without cause at any time prior to completion of Professional's services, either by Client or by Professional, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, Professional shall discontinue work under this Agreement. Notice of termination shall release Professional from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue in regards to payment to Professional for services rendered prior to termination.. In the event Client terminates the Agreement based on Client's reasonable opinion that Professional has failed or refused to prosecute the Services efficiently, promptly or with diligence, Professional shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s). Client waives any and all claims it has against Professional arising out of termination of this Agreement by Professional. Client waives any and all claims, causes of action, or damages that it has or may have against Professional for failure to perform further Services under this or any other Agreement with Client.
- 7.2. Compensation in Event of Termination. Upon termination by either Client or Professional, Client shall pay Professional with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying Professional's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs Professional reasonably incurs relating to commitments which had become firm before the termination. If a Part of the services rendered by Professional is not complete at the time notice of termination is given, then Client shall pay the fee for such Part multiplied by the percentage of the services completed.

8. ARTICLE 8: RELATIONSHIP OF PARTIES

- 8.1. Independent Contractor. It is understood that the relationship of Professional to Client shall be that of an independent contractor. Neither Professional nor employees of Professional shall be deemed to be employees of Client.

9. ARTICLE 9: LIMITATION OF LIABILITY

- 9.1. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF PROFESSIONAL, ITS EMPLOYEES AND AGENTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE TOTAL FEE PAID TO PROFESSIONAL. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY CLIENT OR BY PROFESSIONAL, THEIR EMPLOYEES OR AGENTS, SUBCONSULTANTS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE, LOSS OF TAX BENEFITS OR CREDITS AND LOSS OF PROFIT.
- 9.2. No Certification. Professional shall not be required to sign any documents, no matter by whom requested, that would result in Professional having to issue a certification, guarantee, or warranty. Client also agrees not to make resolution of any dispute with Professional or payments of any amount due to Professional in any way contingent upon Professional's signing any such certification.
- 9.3. Delays. Professional is not responsible for delays caused by factors beyond Professional's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of Professional's Services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond Professional's reasonable control occur, Client agrees Professional is not responsible for damages, nor shall Professional be deemed to be in default of this Agreement. In the event such delay



exceeds ninety (90) days and such delay is not due to the fault of Client or Professional, Professional shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation as an Additional Service. In the event Professional is delayed by Client and such delay exceeds thirty (30) days, Professional shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

10. ARTICLE 10: MISCELLANEOUS

- 10.1. Entire Agreement. The Agreement contains the entire agreement between Professional and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.
- 10.2. Modifications. No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Professional other than one of its officers, and then only in writing.
- 10.3. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 10.4. Venue. Professional and Client agree that the Services will be performed or partially performed in Bexar County, Texas, and the venue of any legal action or lawsuit under the Agreement shall be exclusively in the courts of Bexar County, Texas.
- 10.5. Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 10.6. Construction of Agreements. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.
- 10.7. Successor and Assigns. Client, for him/herself and partners, if any, and Professional, for itself, each binds him/herself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement. Neither Client nor Professional shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Professional. Client's representative signing below warrants that s/he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Professional harmless for any and all claims, causes of action, and damages that may arise against Professional if the representations contained in this Paragraph are not correct.
- 10.8. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Bexar County, Texas.
- 10.9. If such matter relates to or is the subject of a lien arising out of Professional's Services, Professional may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.
- 10.10. No Warranty or Guarantee. Professional makes no warranty, either expressed or implied, as to its services which constitute professional judgment. Client recognizes that neither Professional nor any of Professional's subconsultants or subcontractors owes any fiduciary responsibility to Client. Professional makes no guarantee as to its services and makes no guarantee that any governmental authority will approve or grant any tax credits, rebates, approvals or other relief.
- 10.11. Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Professional and of Client which would otherwise survive termination of the Services.



The above proposal is agreed upon and accepted.

City of Dripping Springs (Client)
For the City, _____

Post Oak Preservation Solutions
For the firm, Ellis Mumford-Russell

Date: _____

Date: _____



Client: 8133859

Printed on: 6/20/2023

Created on: 4/17/2023

City of Dripping Springs
 Attn: Michelle Fischer
 511 Mercer Street
 PO Box 384
 Dripping Springs, TX 78620
 E-Mail Address: gfaught@cityofdrippingsprings.com

Bartlett Tree Experts
 Michael Embesi - Representative
 2403 Howard Lane
 Austin, TX 78728
 Business: 512-826-0452
 E-Mail Address: membesi@bartlett.com

Proposal For Tree Care Services

downtown, Dripping Springs, TX 78620

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

Thank you for selecting the Bartlett Tree Expert Company to provide you with scientific tree and shrub care. This proposal is based on my knowledge and inspection of your trees and shrubs. Your decision to employ Bartlett, as the contractor for this work will ensure that certified tree experts and arborists are available to consult with you on all phases of protecting and maintaining the trees and shrubs on your property.

EXECUTIVE SUMMARY:

Work Group	Recommendation	Number of Trees	Amount
Consulting	Visual Tree Assessment	45	\$2,990.00
	Visual Tree Assessment	70	\$3,990.00
	TOTAL FOR 'Consulting'	115	\$6,980.00
	TOTAL AMOUNT:	115	\$6,980.00

Consulting:

Visual Tree Assessment

SCOPE OF WORK

Bartlett Tree Experts will provide arboricultural consulting services in the form of a Visual Tree Assessment for trees designated by the client located at downtown, Dripping Springs, TX 78620.

Client: 8133859

Printed on: 6/20/2023

Created on: 4/17/2023

Bartlett Tree Expert's service will conclude upon delivery of the agreed upon final work product.

Arborist Notes:

- Services for trees with trunks 8-inches and larger within the Public Right of Way of Mercer Street Historic District. Provide an on-the-ground tree condition summary on the ~45 trees (identified from aerial using graphic sent by client on 6/20/23):
 - o species
 - o general health assessment (health and structure),
 - o trunk diameter measurement,
 - o suitability to code compliant development,
 - o preservation or removal suggestions, and
 - o care recommendations (if applicable).

Amount: \$2,990.00

Visual Tree Assessment

SCOPE OF WORK

Bartlett Tree Experts will provide arboricultural consulting services in the form of a Visual Tree Assessment for trees designated by the client located at downtown, Dripping Springs, TX 78620.

Bartlett Tree Expert's service will conclude upon delivery of the agreed upon final work product.

Arborist Notes:

- Services for trees with trunks 8-inches and larger within the Public Right of Way of Hays Street Historic District. Provide an on-the-ground tree condition summary on the ~70 trees (identified from aerial using graphic sent by client on 6/20/23):
 - o species
 - o general health assessment (health and structure),
 - o trunk diameter measurement,
 - o suitability to code compliant development,
 - o preservation or removal suggestions, and
 - o care recommendations (if applicable).

Amount: \$3,990.00

Total Amount: \$6,980.00

Client: 8133859

Printed on: 6/20/2023

Created on: 4/17/2023

Thank you for the confidence you place in the Bartlett Tree Expert Company. If you have any questions about my recommendations, please feel free to contact me. Please sign below to approve the items listed in the proposal and send or fax a copy to our office. If not all items are selected at this time, please designate the portions you have selected and I will schedule the treatments accordingly.

Thank you,

CONDITION OF PROPOSAL:

This offer is valid for 45 days. Unless accepted, our offer will be considered withdrawn after 45 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

All information provided by Bartlett Tree Experts, pursuant to the Scope of Work, will be based on the conditions and characteristics of the tree(s), shrub(s), vegetation, or other criteria observed at the time of the inspection or in fulfillment of the assignment. Bartlett Tree Experts can make no guarantees or warranties of any kind that all conditions or defects will be observed, detected, or factored into the overall report or recommendations, nor does it accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was inventoried, inspected, or present during the fulfillment of the assigned work; or not.

In addition, to the fullest extent permitted by law, the owner/client agrees to indemnify and hold harmless Bartlett Tree Experts from any third party lawsuits or claims based on the past, present, or future conditions of the owner/client's trees, or decisions made by the owner/client regarding the trees, or injuries or damages caused by any future tree or tree part failures, which are under the ownership and control of the owner/client, that Bartlett Tree Experts may suffer as the result of any negligent action, inaction, or decisions made by the owner/client regarding the trees.

The owner/client also understands and acknowledges that the proposed services described in the Scope of Work are not intended to provide a Tree Risk Assessment as defined by industry standards. The owner/client should not infer that any information contained in, or absent from, the accompanying inspection, report, or deliverable material is meant to declare a tree or group of trees to be "safe" or the risk of failure mitigated in any way.

NEED FOR FUTURE INSPECTIONS

It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to monitor the risk associated with the trees on the aforementioned property.

Client: 8133859

Printed on: 6/20/2023

Created on: 4/17/2023

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 4/17/2023 and should be completed by 4/17/2023.

SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$6,980.00

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at <cell phone>.

Client: 8133859

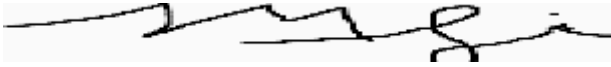
Printed on: 6/20/2023

Created on: 4/17/2023

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

6/20/2023

Printed Name:

Michael Embesi

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature:

Date:

Printed Name:

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The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client’s dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives (“**Concealed Features**”). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

General Terms Commercial

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

2.8 Weather-Event Damage

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

2.9 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a

lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

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climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

2.14 Tree Care Maintenance or Recurring Programs

- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
- (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
- (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

2.15 Stump Grinding

- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
- (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
- (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

2.16 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in

understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

2.17 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
- (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.18 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

2.19 Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
- (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it

General Terms Commercial

will be the Client's responsibility to remove and dispose of the signs.

- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

2.20 Schedule of Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

2.21 Integrated Pest Management

- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and

disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.22 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

2.23 Fruit-Reduction Treatment

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

2.24 Fruit Tree or Crop Treatment

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

2.25 Tick, Mosquito, or Biting Fly Treatment

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

2.26 Termite or Wood Destroying Organism Treatment

- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any

General Terms Commercial

tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

2.27 Plant Nursery Services

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

2.28 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

2.29 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

2.30 Snow Removal

- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.

- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

2.31 Installing Lights

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

2.32 Tarpaulins

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

2.33 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

General Terms Commercial

2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 DISPUTE RESOLUTION

3.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 MISCELLANEOUS

4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.





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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: November 7, 2023

Agenda Item Wording: **Discuss and consider selection of bidder and approval of the Shane Lane Reconstruction Project Agreement between Aaron Concrete and the City of Dripping Springs and authorization for staff to finalize the agreement.**

Agenda Item Requestor: *Mayor Bill Foulds Jr.*

Summary/Background: Publication for soliciting bids for the Shane Lane Reconstruction project was issued with the deadline for contractors to submit sealed bids by 2:00pm on October 27th, 2023. Two (2) contractors submitted bid packages before the required deadline. Tabulations were reviewed and compared by the City Engineer. Based on this review Aaron Concrete was identified as the lowest bid and meets qualifications for the project.

The Shane Lane Reconstruction Project is the City’s portion of the Roger Hanks Extension and will reconnect Shane Lane and Golden Eagle in the Hidden Springs subdivision. The bid amount submitted by Aaron Concrete is within the allotted budget for transportation improvements. With approval of this project, construction will begin as soon as possible.

Our standard construction template agreement is attached to this agenda and can be finalized by the city engineer and city attorney.

Commission Recommendations: N/A

Recommended Council Actions: Staff recommends awarding Aaron Concrete with the Shane Lane Reconstruction Project and authorize staff to finalize the agreement.

Attachments: Agreement
Project Manual
Construction Plans
Cross Sections
Bid Recommendation

Next Steps/Schedule: Upon Council approval, staff will finalize the construction contract and will coordinate execution of the agreement. Ground break and dirt work to begin once the agreement is signed, all required documentation submitted, and notice to proceed has been issued. Utility relocation may affect the timing of this project but are currently in process.



October 31, 2023

Aaron Reed
Public Works Director
City of Dripping Springs

**RE: Shane Lane Connection Project
Recommendation of Award**

Two (2) bids for the referenced project were received at the bid opening on October 27, 2023 from:

- Dig Dug Construction, LLC
- Aaron Concrete Contractors, LP

Bids have been tabulated and the low bidder is **Aaron Concrete Contractors, LP** with the following bid:

Total Bid Amount: \$ 393,403.40

Staff recommends award of the contract for a total amount of \$393,403.40 to Aaron Concrete Contractors, LP based on evaluation of the bid response packages.

Attached for reference is the bid tabulation and copies of the low bidder's bid response package. Please feel free to call me at 512-220-8100 if you have any questions regarding this recommendation.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Aaron Concrete Contractor, LP - Bid Response Package



SHANE LANE CONNECTION
Bid Tabulation - OCTOBER 30th, 2023

DRIPPING SPRINGS
 Texas

TxDOT SPEC	ITEM DESCRIPTION	UNITS	QTY	HDR 100% Estimate		Dig Dug Construction, LLC		Aaron Concrete Contractors, LP	
				UNIT PRICE EST	AMOUNT EST	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
0100 6002	PREPARING ROW	STA	4	\$ 3,000.00	\$ 12,000.00	\$ 12,600.00	\$ 50,400.00	\$ 2,500.00	\$ 10,000.00
0105 6015	REMOVING STAB BASE & ASPH PAV (8"-10")	SY	815	\$ 18.00	\$ 14,670.00	\$ 50.40	\$ 41,076.00	\$ 18.00	\$ 14,670.00
0110 6001	EXCAVATION (ROADWAY)	CY	1,499	\$ 22.00	\$ 32,978.00	\$ 48.00	\$ 71,952.00	\$ 18.00	\$ 26,982.00
0132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	61	\$ 35.00	\$ 2,135.00	\$ 76.48	\$ 4,665.28	\$ 42.00	\$ 2,562.00
0160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	1,833	\$ 5.00	\$ 9,165.00	\$ 6.12	\$ 11,217.96	\$ 15.00	\$ 27,495.00
0164 6007	BROADCAST SEED (PERM) (URBAN) (CLAY)	SY	1,833	\$ 0.50	\$ 916.50	\$ 0.33	\$ 604.89	\$ 0.40	\$ 733.20
0164 6071	BROADCAST SEED (TEMP) (WARM OR COOL)	SY	1,833	\$ 0.50	\$ 916.50	\$ 0.33	\$ 604.89	\$ 0.40	\$ 733.20
0166 6002	FERTILIZER	TON	0.20	\$ 1,500.00	\$ 300.00	\$ 2,000.00	\$ 400.00	\$ 2,900.00	\$ 580.00
0168 6001	VEGETATIVE WATERING	MG	19	\$ 100.00	\$ 1,900.00	\$ 200.00	\$ 3,800.00	\$ 35.00	\$ 665.00
0247 6053	FL BS (CMP IN PLC)(TYD GR1-2)(FNAL POS)	CY	216	\$ 100.00	\$ 21,600.00	\$ 240.00	\$ 51,840.00	\$ 100.00	\$ 21,600.00
0260 6002	LIME (HYDRATED LIME (SLURRY))	TON	23	\$ 400.00	\$ 9,200.00	\$ 600.00	\$ 13,800.00	\$ 370.00	\$ 8,510.00
0260 6073	LIME TRT (SUBGRADE) (8")	SY	1,065	\$ 15.00	\$ 15,975.00	\$ 12.00	\$ 12,780.00	\$ 18.00	\$ 19,170.00
0432 6002	RIPRAP (CONC)(5 IN)	CY	8	\$ 760.00	\$ 6,080.00	\$ 650.00	\$ 5,200.00	\$ 1,000.00	\$ 8,000.00
0432 6045	RIPRAP (MOW STRIP)(4 IN)	CY	19	\$ 700.00	\$ 13,300.00	\$ 600.00	\$ 11,400.00	\$ 560.00	\$ 10,640.00
0464 6005	RC PIPE (CL III)(24 IN)	LF	205	\$ 150.00	\$ 30,750.00	\$ 407.35	\$ 83,506.75	\$ 170.00	\$ 34,850.00
0465 6560	INL(CMP)(PAZD-CZ)(FG)(4FTX4FT-4FTX4FT)	EA	2	\$ 13,000.00	\$ 26,000.00	\$ 6,600.00	\$ 13,200.00	\$ 8,700.00	\$ 17,400.00
0467 6390	SET (TY II) (24 IN) (RCP)(4:1)(C)	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 3,600.00	\$ 3,600.00
0496 6004	REMOV STR (SET)	EA	1	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,300.00	\$ 1,300.00
0500 6001	MOBILIZATION	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 40,358.00	\$ 40,358.00	\$ 40,000.00	\$ 40,000.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	\$ 3,000.00	\$ 12,000.00	\$ 3,090.00	\$ 6,180.00	\$ 1,500.00	\$ 6,000.00
0506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	70	\$ 50.00	\$ 3,500.00	\$ 21.43	\$ 1,500.10	\$ 115.00	\$ 8,050.00
0506 6011	ROCK FILTER DAMS (REMOVE)	LF	70	\$ 15.00	\$ 1,050.00	\$ 21.43	\$ 1,500.10	\$ 42.00	\$ 2,940.00
0506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	78	\$ 35.00	\$ 2,730.00	\$ 14.10	\$ 1,099.80	\$ 90.00	\$ 7,020.00
0506 6024	CONSTRUCTION EXITS (REMOVE)	SY	78	\$ 12.00	\$ 936.00	\$ 9.62	\$ 750.36	\$ 60.00	\$ 4,680.00
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1,294	\$ 6.00	\$ 7,764.00	\$ 5.00	\$ 6,470.00	\$ 5.00	\$ 6,470.00
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1,294	\$ 2.50	\$ 3,235.00	\$ 2.00	\$ 2,588.00	\$ 2.00	\$ 2,588.00
0529 6038	CONC CURB (RIBBON)	LF	390	\$ 30.00	\$ 11,700.00	\$ 21.43	\$ 8,357.70	\$ 40.00	\$ 15,600.00
0530 6004	DRIVEWAYS (CONC)	SY	45	\$ 115.00	\$ 5,175.00	\$ 117.90	\$ 5,305.50	\$ 205.00	\$ 9,225.00
0531 6002	CONC SIDEWALKS (5")	SY	151	\$ 90.00	\$ 13,590.00	\$ 90.00	\$ 13,590.00	\$ 145.00	\$ 21,895.00
0540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	250	\$ 30.00	\$ 7,500.00	\$ 35.73	\$ 8,932.50	\$ 30.00	\$ 7,500.00
0544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,655.20	\$ 7,310.40	\$ 3,050.00	\$ 6,100.00
0658 6016	INSTL DEL ASSM (D-SW)SZ (BRF)GF1(BI)	EA	6	\$ 200.00	\$ 1,200.00	\$ 26.00	\$ 156.00	\$ 420.00	\$ 2,520.00
3076 6072	D-GR HMA TY-D PG 76-22 (EXEMPT)	TON	90	\$ 180.00	\$ 16,200.00	\$ 300.00	\$ 27,000.00	\$ 300.00	\$ 27,000.00
5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	1,065	\$ 32.00	\$ 34,080.00	\$ 9.60	\$ 10,224.00	\$ 5.00	\$ 5,325.00
6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00
6185 6002	TMA (STATIONARY)	DAY	5	\$ 250.00	\$ 1,250.00	\$ 420.00	\$ 2,100.00	\$ 1,000.00	\$ 5,000.00
TOTAL BASE BID AMOUNT				\$380,096.00		\$527,120.23		\$393,403.40	
Engineer's Base Bid Estimate with 5% Contingency				\$399,100.80					

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the ____ day of _____, 2023 (“Effective Date”), by and between _____ (a Texas limited liability company), whose address is _____ (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 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. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, 2023 Maintenance Project and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). 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

2.1 Construction. Contractor shall construct all Improvements embraced in the **Project** as described in the bid documents.

2.2 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 (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3 Completion of Work. Work, in accordance with the Contract dated November __, 2023, **Project**, 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 **thirty (30) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4 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.

2.5 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, acquire and 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. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6 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*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7 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. Contractor 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. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8 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 Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). (Additional Disclosures may be required based on state and federal law and this will be included in the Contract.)

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 Contract and Addenda, the sum of \$_____. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor’s charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City’s expense, upon reasonable advance notice at the offices of Contractor and during Contractor’s normal business hours, to inspect, copy, and audit all records (except Contractor’s trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City’s account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor’s books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

- Exhibit A** General Conditions
- Exhibit B** Plans
- Exhibit C** Specifications
- Exhibit D** Instructions and Notice to Bidders
- Exhibit E** Performance and Payment Bond
- Exhibit F** Certificate of Insurance
- Exhibit G** Wage Rates
- Exhibit H** Addenda
- Exhibit I** Contractor’s Signed Bid Form
- Exhibit J** Conflict of Interest Questionnaire

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor’s statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk

allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions.*

ARTICLE 6. MISCELLANEOUS

6. 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.

6.2 Amendment. This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3 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.

6.4 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 of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

If to the Contractor:

6.5 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.

6.6 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 the district court of Hays County, Texas.

6.7 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.

6.8 Entire Contract. This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the 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 of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 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.

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:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CONTRACTOR:

Printed Name and Title

ATTEST:

Signature

Printed Name and Title

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 _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

Corporate Secretary

Printed Name

Date

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF**

SHANE LANE CONNECTION

Prepared For:



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

Contract Documents
Prepared by:



Gilpin Engineering Company, Inc.
9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-9266

Construction Plans, Technical
Specifications and Bid Form
Prepared by:



HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
TBPE Registration # F-754

October 2023

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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.

DIVISION A
BIDDING INFORMATION & REQUIREMENTS

NOTICE TO BIDDERS

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, October 27, 2023**, 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 **SHANE LANE CONNECTION** 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. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

“SHANE LANE CONNECTION”

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 in person or by courier, this envelope shall be placed in another envelope addressed to:

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

2023 Shane Lane Connection generally includes: construction of a connection roadway at the corner of Shane Lane and Golden Eagle Lane in the Hidden Springs Subdivision roadway consisting of 90 tons of hot-mix asphaltic pavement, 216 cubic yards of 8” flexible base, 151 square yards of 5” concrete sidewalk, 205 linear feet of 24” RCP storm drain installation, channel grading, signs and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at cgilpin@cityofdrippingsprings.com and the City of Dripping Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **October 5, 2023**.

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 **Optional Pre-Bid conference** with prospective bidders will be held on **Thursday, October 12, 2023, at 1:00 p.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

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 OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL. 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 Tuesday October 17, 2023**. 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, 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, e-mail, 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.p

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 as listed in *Section C-7* 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:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

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. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**DIVISION B
BID PROPOSAL**

Project: **SHANE LANE CONNECTION**

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 **thirty (30) 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.

- 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. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on _____, 2023.

By: _____
(Authorized Signature)

Bidder, if the Bidder is an individual
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 NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	UNIT COST
0100 6002	4	STA	PREPARING ROW		
0105 6015	815	SY	REMOVING STAB BASE & ASPH PAV (8"-10")		
0110 6001	1,499	CY	EXCAVATION (ROADWAY)		
0132 6003	61	CY	EMBANKMENT (FINAL)(ORD COMP)(TY B)		
0160 6003	1,833	SY	FURNISHING AND PLACING TOPSOIL (4")		
0164 6007	1,833	SY	BROADCAST SEED (PERM) (URBAN) (CLAY)		
0164 6071	1,833	SY	BROADCAST SEED (TEMP) (WARM OR COOL)		
0166 6002	0.20	TON	FERTILIZER		
0168 6001	19	MG	VEGETATIVE WATERING		
0247 6053	216	CY	FL BS (CMP IN PLC)(TYD GR1-2)(FNAL POS)		
0260 6002	23	TON	LIME (HYDRATED LIME (SLURRY))		
0260 6073	1,065	SY	LIME TRT (SUBGRADE) (8")		
0432 6002	8	CY	RIPRAP (CONC)(5 IN)		
0432 6045	19	CY	RIPRAP (MOW STRIP)(4 IN)		
0464 6005	205	LF	RC PIPE (CL III)(24 IN)		
0465 6560	2	EA	INL(CMP)(PAZD-CZ)(FG)(4FTX4FT-4FTX4FT)		
0467 6390	1	EA	SET (TY II) (24 IN) (RCP)(4:1)(C)		
0496 6004	1	EA	REMOV STR (SET)		
0500 6001	1	LS	MOBILIZATION		
0502 6001	4	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING		
0506 6002	70	LF	ROCK FILTER DAMS (INSTALL) (TY 2)		
0506 6011	70	LF	ROCK FILTER DAMS (REMOVE)		
0506 6020	78	SY	CONSTRUCTION EXITS (INSTALL) (TY 1)		
0506 6024	78	SY	CONSTRUCTION EXITS (REMOVE)		
0506 6038	1,294	LF	TEMP SEDMT CONT FENCE (INSTALL)		
0506 6039	1,294	LF	TEMP SEDMT CONT FENCE (REMOVE)		
0529 6038	390	LF	CONC CURB (RIBBON)		
0530 6004	45	SY	DRIVEWAYS (CONC)		

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	UNIT COST
0531 6002	151	SY	CONC SIDEWALKS (5")		
0540 6001	250	LF	MTL W-BEAM GD FEN (TIM POST)		
0544 6001	2	EA	GUARDRAIL END TREATMENT (INSTALL)		
0658 6016	6	EA	INSTL DEL ASSM (D-SW)SZ (BRF)GF1(BI)		
3076 6072	90	TON	D-GR HMA TY-D PG 76-22 (EXEMPT)		
5001 6002	1,065	SY	GEOGRID BASE REINFORCEMENT (TY II)		
6001 6002	2	EA	PORTABLE CHANGEABLE MESSAGE SIGN		
6185 6002	5	DAY	TMA (STATIONARY)		

TOTAL BASE BID: \$ _____

MATERIALS: \$ _____

ALL OTHER CHARGES: \$ _____

*** TOTAL:** \$ _____

* Note: This total must be the same amount as shown above for "**Total Base Bid**".

**NON-COLUSION AFFIDAVIT
PRIME BIDDER**

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is _____
(a Partner or 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 _____, 2023.

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. Traffic Control _____
2. Pavement (Flexible Pavement Repair, Milling, HMA) _____
3. Pavement Markings and Signs _____

Other Subcontractors Exceeding 10% of total contract amount:

4. _____
5. _____
6. _____

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

**BID BOND
(EXAMPLE TEMPLATE)**

KNOW ALL MEN BY THESE PRESENT, that we the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of _____; for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this _____ day of _____, 2023.

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 SHANE LANE CONNECTION PROJECT.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I 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

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

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the _____ day of _____, 2023 (“Effective Date”), by and between _____ (a Texas limited liability company), whose address is _____ (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 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. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, 2023 Maintenance Project and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). 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

2.1 Construction. Contractor shall construct all Improvements embraced in the **Project** as described in the bid documents.

2.2 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 (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3 Completion of Work. Work, in accordance with the Contract dated November __, 2023, **Project**, 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 **thirty (30) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4 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.

2.5 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, acquire and 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. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6 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*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7 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. Contractor 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. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8 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 Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). (Additional Disclosures may be required based on state and federal law and this will be included in the Contract.)

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 Contract and Addenda, the sum of \$_____. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor’s charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City’s expense, upon reasonable advance notice at the offices of Contractor and during Contractor’s normal business hours, to inspect, copy, and audit all records (except Contractor’s trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City’s account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor’s books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

- Exhibit A** General Conditions
- Exhibit B** Plans
- Exhibit C** Specifications
- Exhibit D** Instructions and Notice to Bidders
- Exhibit E** Performance and Payment Bond
- Exhibit F** Certificate of Insurance
- Exhibit G** Wage Rates
- Exhibit H** Addenda
- Exhibit I** Contractor’s Signed Bid Form
- Exhibit J** Conflict of Interest Questionnaire

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor’s statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk

allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions.*

ARTICLE 6. MISCELLANEOUS

6. 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.

6.2 Amendment. This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3 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.

6.4 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 of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

If to the Contractor:

6.5 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.

6.6 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 the district court of Hays County, Texas.

6.7 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.

6.8 Entire Contract. This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the 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 of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 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.

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:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CONTRACTOR:

Printed Name and Title

ATTEST:

Signature

Printed Name and Title

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 _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

Corporate Secretary

Printed Name

Date

PERFORMANCE BOND EXAMPLE TEMPLATE

(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

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

_____ (\$ _____) Dollars

in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS 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 _____ **2023**, a copy of which is hereto attached and made a part hereof for the construction of :

(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 _____, **2023**.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address (State and Zip Code)

PRINCIPAL

By: _____

Address (State & Zip Code)

Telephone Number

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

SURETY

By: _____

Address (State and Zip Code)

Telephone No. (Area Code)

PAYMENT BOND EXAMPLE TEMPLATE

(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 the Surety,
are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and
unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the
building or improvements hereinafter referred to in the penal sum of

_____ (\$ _____) Dollars in
lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS 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 _____, 2023, a
copy of which is hereto attached and made a part hereof for the construction of

(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 _____ 2023.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State & Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

SURETY

By: _____

(SEAL)

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.

PERFORMANCE – PAYMENT BOND FORM
M-24, 25, Attach. Sa

Individual Principal (SEAL)

Address (State and Zip Code)

Business – Address

Telephone Number (Area Code)

Telephone Number (Area Code)

ATTEST:

Corporate Principal

(State and Zip Code)

Business Address Name

Telephone Number (Area Code)

Address (State and Zip Code)

(Affix Corporate Seal)

ATTEST:

By: _____

Address (State and Zip Code)

Surety

Corporate

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 _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Title

Date:

(Affix Corporate Seal)

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 each-occurrence/\$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 additional named 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 named 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.

NOTICE OF AWARD

To: _____

Project: SHANE LANE CONNECTION

The City of Dripping Springs has considered the bids submitted for the above described project in response to its advertisement for bids dated October 5, 2023 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 ____ day of _____, 2023.

CITY OF DRIPPING SPRINGS.

City Engineer

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this ____ day of _____, 2023.

Authorized Signature

Title: _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: SHANE LANE CONNECTION

In accordance with the construction contract dated _____,
you are hereby notified to commence work no later than _____.

Contract time is: **30 calendar days.**

Substantial Completion Date is: _____

CITY OF DRIPPING SPRINGS.

City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

on this the ____ day of _____ 2023.

Authorized Signature

Name:

Title: _____

CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **30 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
\$p20,000,000	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 11246, 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 separated 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.

WAGE DETERMINATION

Wage Rates. Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20230007 01/06/2023 below:

"General Decision Number: TX20230007 01/06/2023

Superseded General Decision Number: TX20220007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and	. Executive Order 13658 generally applies to the

January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.15 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	**

Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	**
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling Locator.....	\$ 11.67	**
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or Less.....	\$ 12.88	**
Excavator over 50,000 lbs....	\$ 17.71	
Foundation Drill, Truck Mounted.....	\$ 16.93	
Front End Loader, 3 CY or Less.....	\$ 13.04	**
Front End Loader, Over 3 CY..	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**
Roller, Asphalt.....	\$ 12.78	**
Roller, Other.....	\$ 10.50	**
Scraper.....	\$ 12.27	**
Spreader Box.....	\$ 14.04	**
Trenching Machine, Heavy....	\$ 18.48	
 Servicer.....	\$ 14.51	**
 Steel Worker Reinforcing.....	\$ 14.00	**
Structural.....	\$ 19.29	
 TRAFFIC SIGNALIZATION: Traffic Signal Installation Traffic Signal/Light Pole Worker.....	\$ 16.00	**
 TRUCK DRIVER Lowboy-Float.....	\$ 15.66	**
Off Road Hauler.....	\$ 11.88	**
Single Axle.....	\$ 11.79	**

Single or Tandem Axle Dump Truck.....	\$ 11.68	**
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.81	**
WELDER.....	\$ 15.97	**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Architect (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: Craig Rice – Deputy Public Works Director
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-858-4725
E-mail: crice@cityofdrippingsprings.com

DIVISION D
CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

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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>	<u>Date Observed</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	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, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's 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 at the last business address known to the party giving notice.

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.

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.

4.2.2 CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no 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 of the Treasury.

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.

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.
- 6.1.2** CONTRACTOR shall have an English-speaking, competent Superintendent on the 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:

- 6.2.1** CONTRACTOR shall maintain a work force adequate to accomplish the Work within 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 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 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 Contract 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 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 CONTRACTOR 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: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME.

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.

- 11.5.3** For machinery, trucks, power tools, or other similar equipment (the "equipment") 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 eight-hour 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

- .2 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).
- .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
May	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.

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 they shall be stored in a bonded and insured facility, accessible to E/A and 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.
- 14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay 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;
- .2 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 will prepare and deliver 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:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such 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) 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:

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 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 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.

- 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 mediation process, the parties agree to submit such claims to the jurisdiction 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.

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.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if it 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) 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.

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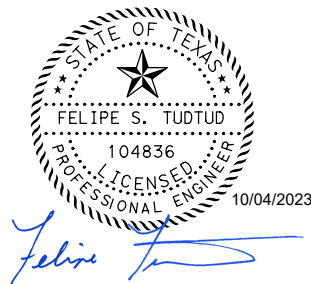
DIVISION E TECHNICAL SPECIFICATIONS

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.

Where additional specification information and notes are provided on the schedule of quantities plan sheet that conflicts with the TxDOT 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:

- SS 3076 Dense Graded Hot Mix Asphalt
- SS 5001 Geogrid Base Reinforcement
- SS 6001 Portable Changeable Message Sign
- SS 6185-002 Truck Mounted Attenuator (TMA) and Trailer Mounted Attenuator (TA)



Special Specification 3076

Dense-Graded Hot-Mix Asphalt



1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Payment adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 3076.4.9.4., "Exempt Production."

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program (AQMP)* ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials, unless otherwise shown on the plans. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement unless otherwise shown on the plans. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.1.2. **Micro-Deval Abrasion.** The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$$

where:

$Mg_{est.}$ = magnesium sulfate soundness loss

$MD_{act.}$ = actual Micro-Deval percent loss

$RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Soils and Aggregates Section of the Materials and Tests Division, and additional testing may be required before granting approval.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

2.1.3.

Fine Aggregate. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Unless otherwise shown on the plans, up to 10% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

**Table 1
Aggregate Quality Requirements**

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F , Part I	1.5
Decantation, %, Max	Tex-217-F , Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count, ² %, Min	Tex-460-A , Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Sand equivalent, %, Min	Tex-203-F	45

1. Used to estimate the magnesium sulfate soundness loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion."
2. Only applies to crushed gravel.

**Table 2
Gradation Requirements for Fine Aggregate**

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
- meets the gradation requirements in Table 3, unless otherwise shown on the plans.

**Table 3
Gradation Requirements for Mineral Filler**

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3.

Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4.

Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized tack coat materials listed on the Department's MPL are allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.
- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.
- 2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.
- 2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.
- WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.
- Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.
- 2.6.3. **Compaction Aid.** Compaction Aid is defined as a chemical warm mix additive that is used to produce an asphalt mixture at a discharge temperature greater than 275°F.
- Compaction Aid is allowed for use on all projects and is required when shown on the plans.
- 2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Use of RAS is restricted to only intermediate and base mixes unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine the asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#), Part I. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.
- Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:
- **Surface.** The final HMA lift placed at the top of the pavement structure or placed directly below mixtures produced in accordance with Items 316, 342, 347, or 348;
 - **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
 - **Base.** Mixtures placed greater than 8.0 in. from the riding surface. Unless otherwise shown on the plans, mixtures used for bond breaker are defined as base mixtures.
- 2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Fractionated RAP is defined as a stockpile that contains RAP material with a minimum of 95.0% passing the 3/8-in. or 1/2-in. sieve, before burning in the ignition oven, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor’s use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor’s use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor’s use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

**Table 4
Maximum Allowable Amounts of RAP¹**

Maximum Allowable Fractionated RAP (%)		
Surface	Intermediate	Base
15.0	25.0	30.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.

2.7.2.

RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is not permitted in surface mixtures unless otherwise shown on the plans. RAS may be used in intermediate and base mixtures unless otherwise shown on the plans. Up to 3% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer’s shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 3.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), “Evaluating and Using Nonhazardous Recyclable Materials Guidelines.” Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department’s MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

Substitute Binders. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if using recycled materials, and if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., “Performance-Graded Binders;” and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

**Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios**

Originally Specified PG Binder	Allowable Substitute PG Binder for Surface Mixes	Allowable Substitute PG Binder for Intermediate and Base Mixes	Maximum Ratio of Recycled Binder ¹ to Total Binder (%)		
			Surface	Intermediate	Base
76-22 ^{4,5}	70-22	70-22	10.0	20.0	25.0
70-22 ^{2,5}	N/A	64-22	10.0	20.0	25.0
64-22 ^{2,3}	N/A	N/A	10.0	20.0	25.0
76-28 ^{4,5}	70-28	70-28	10.0	20.0	25.0
70-28 ^{2,5}	N/A	64-28	10.0	20.0	25.0
64-28 ^{2,3}	N/A	N/A	10.0	20.0	25.0

1. Combined recycled binder from RAP and RAS. RAS is not permitted in surface mixtures unless otherwise shown on the plans.
2. Binder substitution is not allowed for surface mixtures.
3. Binder substitution is not allowed for intermediate and base mixtures.
4. Use no more than 10.0% recycled binder in surface mixtures when using this originally specified PG binder.
5. Use no more than 20.0% recycled binder when using this originally specified PG binder for intermediate mixtures. Use no more than 25.0% recycled binder when using this originally specified PG binder for base mixtures.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, “Equipment for Asphalt Concrete Pavement.”

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, “Control of the Work.” Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

4.1.

Certification. Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist. Provide Level 1A certified specialists at the plant during production operations. Provide Level 1B certified specialists to conduct placement tests. Provide AGG101 certified specialists for aggregate testing.

**Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels**

Test Description	Test Method	Contractor	Engineer	Level ¹
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A/AGG101
Dry sieve	Tex-200-F , Part I	✓	✓	1A/AGG101
Washed sieve	Tex-200-F , Part II	✓	✓	1A/AGG101
Deleterious material	Tex-217-F , Parts I & III	✓	✓	AGG101
Decantation	Tex-217-F , Part II	✓	✓	AGG101
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Crushed face count	Tex-460-A	✓	✓	AGG101
Flat and elongated particles	Tex-280-F	✓	✓	AGG101
Linear shrinkage	Tex-107-E	✓	✓	AGG101
Sand equivalent	Tex-203-F	✓	✓	AGG101
Organic impurities	Tex-408-A	✓	✓	AGG101
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C , Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C , Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F , Parts I & VI	✓	✓	1A
Rice gravity	Tex-227-F , Part II	✓	✓	1A
Ignition oven correction factors ²	Tex-236-F , Part II	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	1A
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Selecting production random numbers	Tex-225-F , Part I		✓	1A
Mixture sampling	Tex-222-F	✓	✓	1A/1B
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F , Parts I & VI	✓	✓	1A
Rice gravity	Tex-227-F , Part II	✓	✓	1A
Gradation & asphalt binder content ²	Tex-236-F , Part I	✓	✓	1A
Control charts	Tex-233-F	✓	✓	1A
Moisture content	Tex-212-F , Part II	✓	✓	1A/AGG101
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Boil test	Tex-530-C	✓	✓	1A
Abson recovery	Tex-211-F		✓	TxDOT
5. Placement Testing				
Selecting placement random numbers	Tex-225-F , Part II		✓	1B
Trimming roadway cores	Tex-251-F , Parts I & II	✓	✓	1A/1B
In-place air voids	Tex-207-F , Parts I & VI	✓	✓	1A
In-place density (nuclear method)	Tex-207-F , Part III	✓		1B
Establish rolling pattern	Tex-207-F , Part IV	✓		1B
Control charts	Tex-233-F	✓	✓	1A
Ride quality measurement	Tex-1001-S	✓	✓	Note 3
Segregation (density profile)	Tex-207-F , Part V	✓	✓	1B
Longitudinal joint density	Tex-207-F , Part VII	✓	✓	1B
Thermal profile	Tex-244-F	✓	✓	1B
Shear Bond Strength Test	Tex-249-F		✓	TxDOT

1. Level 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Refer to Section 3076.4.9.2.3., "Production Testing," for exceptions to using an ignition oven.
3. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2.

Reporting and Responsibilities. Use Department-provided templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment adjustment less than 1.000, or that fails to meet the specification requirements. Record and electronically submit all test results and pertinent information on Department-provided templates.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., “Conformity with Plans, Specifications, and Special Provisions.”

**Table 7
Reporting Schedule**

Description	Reported By	Reported To	To Be Reported Within
Production Quality Control			
Gradation ¹	Contractor	Engineer	1 working day of completion of the subplot
Asphalt binder content ¹			
Laboratory-molded density ²			
Moisture content ³			
Boil test ³			
Production Quality Assurance			
Gradation ³	Engineer	Contractor	1 working day of completion of the subplot
Asphalt binder content ³			
Laboratory-molded density ¹			
Hamburg Wheel test ⁴			
Boil test ³			
Binder tests ⁴			
Placement Quality Control			
In-place air voids ²	Contractor	Engineer	1 working day of completion of the lot
Segregation ¹			
Longitudinal joint density ¹			
Thermal profile ¹			
Placement Quality Assurance			
In-place air voids ¹	Engineer	Contractor	1 working day after receiving the trimmed cores ⁵
Segregation ³			1 working day of completion of the lot
Longitudinal joint density ³			
Thermal profile ³			
Aging ratio ⁴			
Payment adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every subplot.
2. Optional test. When performed on split samples, report the results as soon as they become available.
3. To be performed at the frequency specified in Table 16 or as shown on the plans.
4. To be reported as soon as the results become available.
5. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided template to calculate all payment adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the payment adjustment summary documentation for the lot.

Use the procedures described in [Tex-233-F](#) to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each subplot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

- 4.3. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

- 4.3.1. **Project Personnel.** For project personnel, include:
- a list of individuals responsible for QC with authority to take corrective action;
 - current contact information for each individual listed; and
 - current copies of certification documents for individuals performing specified QC functions.
- 4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:
- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
 - aggregate stockpiling procedures to avoid contamination and segregation;
 - frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
 - procedure for monitoring the quality and variability of asphalt binder.
- 4.3.3. **Production.** For production, include:
- loader operation procedures to avoid contamination in cold bins;
 - procedures for calibrating and controlling cold feeds;
 - procedures to eliminate debris or oversized material;
 - procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistripping, WMA);
 - procedures for reporting job control test results; and
 - procedures to avoid segregation and drain-down in the silo.
- 4.3.4. **Loading and Transporting.** For loading and transporting, include:
- type and application method for release agents; and
 - truck loading procedures to avoid segregation.
- 4.3.5. **Placement and Compaction.** For placement and compaction, include:
- proposed agenda for mandatory pre-paving meeting, including date and location;
 - proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
 - type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
 - procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
 - process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
 - paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
 - procedures to construct quality longitudinal and transverse joints.

4.4. **Mixture Design.**

4.4.1. **Design Requirements.** The Contractor will design the mixture using a Superpave Gyrotory Compactor (SGC). A Texas Gyrotory Compactor (TGC) may be used when shown on the plans. Use the dense-graded design procedure provided in [Tex-204-F](#). Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.4.1.1. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to at least 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

**Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements**

Sieve Size	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	-	-	-	-
1-1/2"	100.0 ¹	-	-	-
1"	98.0-100.0	100.0 ¹	-	-
3/4"	84.0-98.0	95.0-100.0	100.0 ¹	-
1/2"	-	-	98.0-100.0	100.0 ¹
3/8"	60.0-80.0	70.0-85.0	85.0-100.0	98.0-100.0
#4	40.0-60.0	43.0-63.0	50.0-70.0	70.0-90.0
#8	29.0-43.0	32.0-44.0	35.0-46.0	38.0-48.0
#30	13.0-28.0	14.0-28.0	15.0-29.0	12.0-27.0
#50	6.0-20.0	7.0-21.0	7.0-20.0	6.0-19.0
#200	2.0-7.0	2.0-7.0	2.0-7.0	2.0-7.0
Design VMA, % Minimum				
-	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum				
-	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

**Table 9
Laboratory Mixture Design Properties**

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (SGC)	Tex-207-F	96.0
Design gyrations (N _{design} for SGC)	Tex-241-F	50 ¹
Indirect tensile strength (dry), psi	Tex-226-F	85–200 ²
Boil test ³	Tex-530-C	–

1. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
2. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
3. Used to establish baseline for comparison to production results. May be waived when approved.

**Table 10
Hamburg Wheel Test Requirements**

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm ¹ Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000 ²
PG 70		15,000 ³
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the N_{design} level (SGC) to at least 35 gyrations.
2. May be decreased to at least 5,000 passes when shown on the plans.
3. May be decreased to at least 10,000 passes when shown on the plans.

4.4.1.2. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor’s discretion or when shown on the plans or specification.

4.4.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or N_{design} level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than 2 trial batches per design are required.

4.4.2.1. **Contractor’s Responsibilities.**

4.4.2.1.1. **Providing Gyrotory Compactor.** Use a SGC calibrated in accordance with [Tex-241-F](#) to design the mixture in accordance with [Tex-204-F](#), Part IV, for molding production samples. Locate the SGC, if used, at the Engineer’s field laboratory and make the SGC available to the Engineer for use in molding production samples. Furnish a TGC calibrated in accordance with [Tex-914-K](#) when shown on the plans to design the mixture in accordance with [Tex-204-F](#), Part I, for molding production samples.

4.4.2.1.2. **Gyrotory Compactor Correlation Factors.** Use [Tex-206-F](#), Part II, to perform a gyrotory compactor correlation when the Engineer uses a different gyrotory compactor. Apply the correlation factor to all subsequent production test results.

4.4.2.1.3. **Submitting JMF1.** Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.

- 4.4.2.1.4. **Supplying Aggregates.** Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.
- 4.4.2.1.5. **Supplying Asphalt.** Provide at least 1 gal. of the asphalt material and enough quantities of any additives proposed for use.
- 4.4.2.1.6. **Ignition Oven Correction Factors.** Determine the aggregate and asphalt correction factors from the ignition oven in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.
- 4.4.2.1.7. **Boil Test.** Perform the test and retain the tested sample from [Tex-530-C](#) until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.
- 4.4.2.1.8. **Trial Batch Production.** Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.
- 4.4.2.1.9. **Trial Batch Production Equipment.** Use only equipment and materials proposed for use on the project to produce the trial batch.
- 4.4.2.1.10. **Trial Batch Quantity.** Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.
- 4.4.2.1.11. **Number of Trial Batches.** Produce trial batches as necessary to obtain a mixture that meets the specification requirements.
- 4.4.2.1.12. **Trial Batch Sampling.** Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with [Tex-222-F](#). Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.
- 4.4.2.1.13. **Trial Batch Testing.** Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel requirement in Table 10. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.
- 4.4.2.1.14. **Development of JMF2.** Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.
- 4.4.2.1.15. **Mixture Production.** Use JMF2 to produce Lot 1 as described in Section 3076.4.9.3.1.1., "Lot 1 Placement," after receiving approval for JMF2 and a passing result from the Department's or a Department-approved

laboratory’s Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor’s risk without receiving the results from the Department’s Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor’s expense.

4.4.2.1.16. **Development of JMF3.** Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.2.1.17. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

4.4.2.1.18. **Requesting Referee Testing.** Use referee testing, if needed, in accordance with Section 3076.4.9.1., “Referee Testing,” to resolve testing differences with the Engineer.

**Table 11
Operational Tolerances**

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer ¹
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0 ^{2,3}	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 ^{2,3}	±3.0
% passing the #200 sieve			±2.0 ^{2,3}	±1.6
Asphalt binder content, %	Tex-236-F	±0.5	±0.3 ³	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, min	Tex-204-F	Note ⁴	Note ⁴	N/A
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	N/A	±0.020

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

4.4.2.2. **Engineer’s Responsibilities.**

4.4.2.2.1. **Gyratory Compactor.** For SGC mixtures designed in accordance with [Tex-204-F](#), Part IV, the Engineer will use a Department SGC, calibrated in accordance with [Tex-241-F](#), to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

For TGC mixtures designed in accordance with [Tex-204-F](#), Part I, the Engineer will use a Department TGC, calibrated in accordance with [Tex-914-K](#), to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch.** The Engineer will review and verify conformance of the following information within 2 working days of receipt:

- the Contractor's mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;
- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor's mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion." If the Engineer's test results are pending after two working days, conditional approval of JMF1 will still be granted within two working days of receiving JMF1. When the Engineer's test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

4.4.2.2.4. **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old.

4.4.2.2.5. **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- [Tex-226-F](#), to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- [Tex-530-C](#), to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer's results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2.** The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production.** The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department’s or a Department-approved laboratory’s Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department’s or Department-approved laboratory’s sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor’s expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes.** JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, “Asphalts, Oils, and Emulsions,” or outside the manufacturer’s recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, “Equipment for Asphalt Concrete Pavement,” unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed the maximum production temperatures listed in Table 12 (or 275°F for WMA). The Department will not pay for or allow placement of any mixture produced above the maximum production temperatures listed in Table 12.

**Table 12
Maximum Production Temperature**

High-Temperature Binder Grade ¹	Maximum Production Temperature
PG 64	325°F
PG 70	335°F
PG 76	345°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor’s corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with

[Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

- 4.6. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department’s MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 3076.4.7.3.3., “Hauling Equipment.” Use other hauling equipment only when allowed.

- 4.7. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department’s copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines and are not placed in the wheel path, or as directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 13 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 13
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.7.1. **Weather Conditions.**

- 4.7.1.1. **When Using a Thermal Imaging System.** Place mixture when the roadway surface is dry and the roadway surface temperature is at or above the temperatures listed in Table 14A. The Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 3076.4.7.3.1.2., “Thermal Imaging System.”

Table 14A
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	35	40
PG 70	45 ²	50 ²
PG 76	45 ²	50 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture or when using WMA.

4.7.1.2.

When Not Using a Thermal Imaging System. When using a thermal camera instead of the thermal imaging system, place mixture when the roadway surface temperature is at or above the temperatures listed in Table 14B unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

Table 14B
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	45	50
PG 70	55 ²	60 ²
PG 76	60 ²	60 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture, when using WMA, or utilizing a paving process with equipment that eliminates thermal segregation. In such cases, for each sublot and in the presence of the Engineer, use a hand-held thermal camera operated in accordance with [Tex-244-F](#) to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

4.7.2.

Tack Coat.

4.7.2.1.

Application. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply the tack coat to all surfaces that will come in contact with the subsequent HMA placement, unless otherwise directed. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

4.7.2.2.

Sampling. The Engineer will obtain at least one sample of the tack coat binder per project in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will notify the Contractor when the sampling will occur and will witness the collection of the sample from the asphalt distributor immediately before use.

For emulsions, the Engineer may test as often as necessary to ensure the residual of the emulsion is greater than or equal to the specification requirement in Item 300, "Asphalts, Oils, and Emulsions."

4.7.3. **Lay-Down Operations.** Use the placement temperatures in Table 15 to establish the minimum placement temperature of the mixture delivered to the paver.

Table 15
Minimum Mixture Placement Temperature

High-Temperature Binder Grade ¹	Minimum Placement Temperature (Before Entering Paver) ^{2,3}
PG 64	260°F
PG 70	270°F
PG 76	280°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Minimum placement temperatures may be reduced 10°F if using a chemical WMA additive as a compaction aid.
3. When using WMA, the minimum placement temperature is 215°F.

4.7.3.1. **Thermal Profile.** Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with [Tex-244-F](#). Thermal profiles are not applicable in areas described in Section 3076.4.9.3.1.4., “Miscellaneous Areas.”

4.7.3.1.1. **Thermal Segregation.**

4.7.3.1.1.1. **Moderate.** Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as moderate thermal segregation.

4.7.3.1.1.2. **Severe.** Any areas that have a temperature differential greater than 50°F are deemed as severe thermal segregation.

4.7.3.1.2. **Thermal Imaging System.** Review the output results when a thermal imaging system is used, and provide the automated report described in [Tex-244-F](#) to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots daily or upon completion of the project or as requested by the Engineer.

4.7.3.1.3. **Thermal Camera.** When using a thermal camera instead of the thermal imaging system, take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Provide the Engineer with the thermal profile of every subplot within one working day of the completion of each lot. When requested by the Engineer, provide the thermal images generated using the thermal camera. Report the results of each thermal profile in accordance with Section 3076.4.2., “Reporting and Responsibilities.” The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

4.7.3.2. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.7.3.3. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.

4.7.3.4. **Screed Heaters.** Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 3076.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.

4.8. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.9%. Areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. **Acceptance Plan.** Payment adjustments for the material will be in accordance with Article 3076.6., "Payment."

Sample and test the hot-mix on a lot and subplot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in payment factors of at least 1.000, if the production payment factor given in Section 3076.6.1., "Production Payment Adjustment Factors," for two consecutive lots or the placement pay factor given in Section 3076.6.2., "Placement Payment Adjustment Factors," for two consecutive lots is below 1.000.

4.9.1. **Referee Testing.** The Materials and Tests Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within five working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the subplot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to

be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than three referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Materials and Tests Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish payment adjustment factors for the subplot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement payment adjustment factor for any subplot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 3076.6.2.2., "Placement Sublots Subject to Removal and Replacement."

4.9.2. **Production Acceptance.**

4.9.2.1. **Production Lot.** A production lot consists of four equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately three to four sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 to confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

4.9.2.1.1. **Incomplete Production Lots.** If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 3076.6.1., "Production Payment Adjustment Factors." Close all lots within five working days unless otherwise allowed.

4.9.2.2. **Production Sampling.**

4.9.2.2.1. **Mixture Sampling.** Obtain hot-mix samples from trucks at the plant in accordance with [Tex-222-F](#). The sampler will split each sample into three equal portions in accordance with [Tex-200-F](#) and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

4.9.2.2.1.1. **Random Sample.** At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with [Tex-225-F](#). Take one sample for each subplot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.

4.9.2.2.1.2. **Blind Sample.** For one subplot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with [Tex-225-F](#) for any subplot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

4.9.2.2.2. **Informational Shear Bond Strength Testing.** Select one random subplot from Lot 2 or higher for shear bond strength testing. Obtain full depth cores in accordance with [Tex-249-F](#). Label the cores with the Control Section Job (CSJ), producer of the tack coat, mix type, shot rate, lot, and subplot number and provide to the

Engineer. The Engineer will ship the cores to the Materials and Tests Division or district laboratory for shear bond strength testing. Results from these tests will not be used for specification compliance.

- 4.9.2.2.3. **Asphalt Binder Sampling.** Obtain a 1-qt. sample of the asphalt binder witnessed by the Engineer for each lot of mixture produced. The Contractor will notify the Engineer when the sampling will occur. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill and upstream from the introduction of any additives in accordance with [Tex-500-C](#), Part II. Label the can with the corresponding lot and subplot numbers, producer, producer facility location, grade, district, date sampled, and project information including highway and CSJ. The Engineer will retain these samples for one year. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample and upon request of the Contractor, the Engineer will split a sample of the asphalt binder with the Contractor.

At least once per project, the Engineer will collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD to verify compliance with Item 300, "Asphalts, Oils, and Emulsions" and will retain the other split sample for one year.

- 4.9.2.3. **Production Testing.** The Contractor and Engineer must perform production tests in accordance with Table 16. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 97.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#), Part I does not yield reliable results. Provide evidence that results from [Tex-236-F](#), Part I are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

**Table 16
Production and Placement Testing Frequency**

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	1 per subplot	1 per 12 sublots ¹
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	Tex-207-F	N/A	1 per subplot ¹
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	Tex-204-F	1 per subplot	1 per project
Segregation (density profile) ²	Tex-207-F , Part V		
Longitudinal joint density	Tex-207-F , Part VII	When directed	1 per project
Moisture content	Tex-212-F , Part II		
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	1 per subplot ¹
Asphalt binder content	Tex-236-F	1 per subplot	1 per lot ¹
Hamburg Wheel test	Tex-242-F	N/A	1 per project
Recycled Asphalt Shingles (RAS) ³	Tex-217-F , Part III	N/A	
Thermal profile ²	Tex-244-F	1 per subplot	
Asphalt binder sampling and testing	Tex-500-C , Part II	1 per lot (sample only) ⁴	
Tack coat sampling and testing	Tex-500-C , Part III	N/A	
Boil test ⁵	Tex-530-C	1 per lot	
Shear Bond Strength Test ⁶	Tex-249-F	1 per project (sample only)	

1. For production defined in Section 3076.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
2. Not required when a thermal imaging system is used.
3. Testing performed by the Materials and Tests Division or designated laboratory.
4. Obtain witnessed by the Engineer. The Engineer will retain these samples for one year.
5. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
6. Testing performed by the Materials and Tests Division or District for informational purposes only.

4.9.2.4. **Operational Tolerances.** Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation.** Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A subplot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances in Table 11 for three consecutive sublots on the same sieve or four consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content.** A subplot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any subplot.

4.9.2.4.3. **Voids in Mineral Aggregates (VMA).** The Engineer will determine the VMA for every subplot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any subplot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on two consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that does not

meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment.

4.9.2.4.4. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Materials and Tests Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.9.2.5. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance.**

4.9.3.1. **Placement Lot.** A placement lot consists of four placement sublots. A placement subplot consists of the area placed during a production subplot.

4.9.3.1.1. **Lot 1 Placement.** Placement payment adjustments greater than 1.000 for Lot 1 will be in accordance with Section 3076.6.2., "Placement Payment Adjustment Factors"; however, no placement adjustment less than 1.000 will be assessed for any subplot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any subplot with in-place air voids less than 2.7% or greater than 9.9%.

4.9.3.1.2. **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 3076.4.9.2.1.1., "Incomplete Production Lots," excluding areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production subplot.

4.9.3.1.3. **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and payment adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

4.9.3.1.4. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 13. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of

pavement unless another rate is shown on the plans. When "level up" is listed as part of the item bid description code, a payment adjustment factor of 1.000 will be assigned for all placement sublots as described in Article 3076.6, "Payment." Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 3076.4.8., "Compaction." Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

4.9.3.2.

Placement Sampling. The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the subplot is completed. Mark the roadway location at the completion of each subplot and record the station number. Determine one random sample location for each placement subplot in accordance with [Tex-225-F](#). Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the subplot and a 1.000 pay factor will be assigned to that subplot.

Provide the equipment and means to obtain and trim roadway cores on site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement subplot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement subplot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-251-F](#) if the core heights meet the minimum untrimmed value listed in Table 13. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and subplot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after witnessing the trimming of the cores and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that subplot if the core height before trimming is less than the minimum untrimmed value shown in Table 13. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the subplot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores

immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing.** Perform placement tests in accordance with Table 16. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are listed in Table 11.

4.9.3.3.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Before drying to a constant weight, cores may be pre-dried using a CoreDry or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core to determine the placement payment adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile).** Test for segregation using density profiles in accordance with [Tex-207-F](#), Part V when using a thermal camera instead of the thermal imaging system. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas."

Perform a minimum of one density profile per subplot. Perform additional density profiles when any of the following conditions occur, unless otherwise approved:

- the paver stops due to lack of material being delivered to the paving operations and the temperature of the uncompacted mat before the initial break down rolling is less than the temperatures shown in Table 17;
- areas that are identified by either the Contractor or the Engineer with thermal segregation,;
- any visibly segregated areas that exist.

Table 17
Minimum Uncompacted Mat Temperature Requiring a Segregation Profile

High-Temperature Binder Grade ¹	Minimum Temperature of the Uncompacted Mat Allowed Before Initial Break Down Rolling ^{2,3,4}
PG 64	<250°F
PG 70	<260°F
PG 76	<270°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Segregation profiles are required in areas with moderate and severe thermal segregation as described in Section 3076.4.7.3.1.3.
3. Minimum uncompacted mat temperature requiring a segregation profile may be reduced 10°F if using a chemical WMA additive as a compaction aid.
4. When using WMA, the minimum uncompacted mat temperature requiring a segregation profile is 215°F.

Provide the Engineer with the density profile of every subplot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 3076.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 18. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 3076.4.9.3.3.5., "Irregularities." The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if 2 consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

Table 18
Segregation (Density Profile) Acceptance Criteria

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
Type B	8.0 pcf	5.0 pcf
Type C, Type D & Type F	6.0 pcf	3.0 pcf

4.9.3.3.3. **Longitudinal Joint Density.**

4.9.3.3.3.1. **Informational Tests.** Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations, at least once per subplot, unless otherwise directed.

4.9.3.3.3.2. **Record Tests.** Perform a joint density evaluation for each subplot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with [Tex-207-F](#), Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Provide the Engineer with the joint density of every subplot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 3076.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on two consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR).** The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Materials and Tests Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with [Tex-211-F](#).

4.9.3.3.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities. The Engineer may also require the Contractor to remove and replace (at the Contractor's expense) areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production.** The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 500 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, except for coring operations when required by the Engineer. The production and placement pay factors are 1.000 if the specification requirements listed below are met, all other specification requirements are met, and the Engineer performs acceptance tests for production and placement listed in Table 16 when 100 tons or more per day are produced.

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within $\pm 1.0\%$ of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 3076.4.8., "Compaction;" and
- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

- 5.1. **Dense Graded Hot-Mix Asphalt.** Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."
- 5.2. **Tack Coat.** Tack coat will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All tack, including emulsions, will be measured by the gallon applied.

The Engineer may allow the use of a metering device to determine asphalt volume used and application rate if the device is accurate within 1.5% of the strapped volume.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 3076.5.1, "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under Article 3076.5.2, "Measurement," will be paid for at the unit bid price for "Tack Coat" of the tack coat provided. These prices are full compensation for materials, placement, equipment, labor, tools, and incidentals. Payment adjustments will be applied as determined in this Item; however, a payment adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A payment adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code, and all testing requirements are met.

Payment for each subplot, including applicable payment adjustments greater than 1.000, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 3076.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in [Tex-244-F](#) are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

- 6.1. **Production Payment Adjustment Factors.** The production payment adjustment factor is based on the laboratory-molded density using the Engineer's test results. The bulk specific gravities of the samples from each subplot will be divided by the Engineer's maximum theoretical specific gravity for the subplot. The individual sample densities for the subplot will be averaged to determine the production payment adjustment factor in accordance with Table 19 for each subplot, using the deviation from the target laboratory-molded density defined in Table 9. The production payment adjustment factor for completed lots will be the average of the payment adjustment factors for the four sublots sampled within that lot.

**Table 19
Production Payment Adjustment Factors for Laboratory-Molded Density¹**

Absolute Deviation from Target Laboratory-Molded Density	Production Payment Adjustment Factor (Target Laboratory-Molded Density)
0.0	1.050
0.1	1.050
0.2	1.050
0.3	1.044
0.4	1.038
0.5	1.031
0.6	1.025
0.7	1.019
0.8	1.013
0.9	1.006
1.0	1.000
1.1	0.965
1.2	0.930
1.3	0.895
1.4	0.860
1.5	0.825
1.6	0.790
1.7	0.755
1.8	0.720
> 1.8	Remove and replace

1. If the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

6.1.1. **Payment for Incomplete Production Lots.** Production payment adjustments for incomplete lots, described under Section 3076.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production payment factors from all sublots sampled.

A production payment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples within the first subplot.

6.1.2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any subplot results in a "remove and replace" condition as listed in Table 19, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.2. **Placement Payment Adjustment Factors.** The placement payment adjustment factor is based on in-place air voids using the Engineer's test results. The bulk specific gravities of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the placement payment adjustment factor in accordance with Table 20 for each subplot that requires in-place air void measurement. A placement payment adjustment factor of 1.000 will be assigned to the entire subplot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement payment adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." The placement payment adjustment factor for completed lots will be the average of the placement payment adjustment factors for up to four sublots within that lot.

**Table 20
Placement Payment Adjustment Factors for In-Place Air Voids**

In-Place Air Voids	Placement Pay Adjustment Factor	In-Place Air Voids	Placement Pay Adjustment Factor
< 2.7	Remove and Replace	6.4	1.042
2.7	0.710	6.5	1.040
2.8	0.740	6.6	1.038
2.9	0.770	6.7	1.036
3.0	0.800	6.8	1.034
3.1	0.830	6.9	1.032
3.2	0.860	7.0	1.030
3.3	0.890	7.1	1.028
3.4	0.920	7.2	1.026
3.5	0.950	7.3	1.024
3.6	0.980	7.4	1.022
3.7	0.998	7.5	1.020
3.8	1.002	7.6	1.018
3.9	1.006	7.7	1.016
4.0	1.010	7.8	1.014
4.1	1.014	7.9	1.012
4.2	1.018	8.0	1.010
4.3	1.022	8.1	1.008
4.4	1.026	8.2	1.006
4.5	1.030	8.3	1.004
4.6	1.034	8.4	1.002
4.7	1.038	8.5	1.000
4.8	1.042	8.6	0.998
4.9	1.046	8.7	0.996
5.0	1.050	8.8	0.994
5.1	1.050	8.9	0.992
5.2	1.050	9.0	0.990
5.3	1.050	9.1	0.960
5.4	1.050	9.2	0.930
5.5	1.050	9.3	0.900
5.6	1.050	9.4	0.870
5.7	1.050	9.5	0.840
5.8	1.050	9.6	0.810
5.9	1.050	9.7	0.780
6.0	1.050	9.8	0.750
6.1	1.048	9.9	0.720
6.2	1.046	> 9.9	Remove and Replace
6.3	1.044		

6.2.1.

Payment for Incomplete Placement Lots. Payment adjustments for incomplete placement lots described under Section 3076.4.9.3.1.2., “Incomplete Placement Lots,” will be calculated using the average of the placement payment factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination.

If the random sampling plan results in production samples, but not in placement samples, the random core location and placement adjustment factor for the subplot will be determined by applying the placement random number to the length of the subplot placed.

If the random sampling plan results in placement samples, but not in production samples, no placement adjustment factor will apply for that subplot placed.

A placement payment adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any production samples.

6.2.2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement payment adjustment factor for any subplot results in a “remove and replace” condition as listed in Table 20, the Engineer will choose the location of two cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Materials and Tests Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt.

The bulk specific gravity of the cores from each subplot will be divided by the Engineer’s average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the new payment adjustment factor of the subplot in question. If the new payment adjustment factor is 0.700 or greater, the new payment adjustment factor will apply to that subplot. If the new payment adjustment factor is less than 0.700, no payment will be made for the subplot. Remove and replace the failing subplot, or the Engineer may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., “Acceptance of Defective or Unauthorized Work.” Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.3. **Total Adjusted Pay Calculation.** Total adjusted pay (TAP) will be based on the applicable payment adjustment factors for production and placement for each lot.

$$TAP = (A+B)/2$$

where:

A = Bid price × production lot quantity × average payment adjustment factor for the production lot

B = Bid price × placement lot quantity × average payment adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

Production lot quantity = Quantity actually placed - quantity left in place without payment

Placement lot quantity = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

Special Specification 5001 Geogrid Base Reinforcement



1. DESCRIPTION

Furnish and place geogrid base reinforcement in accordance with the lines and grades shown on the plans or as directed.

2. MATERIALS

Provide geogrid base reinforcement, of the type shown on the plans, meeting the requirements of DMS-6240 "Geogrid for Base/Embankment Reinforcement." Use roll widths and lengths shown on the plans or as approved.

3. CONSTRUCTION

Prepare the subgrade as indicated on the plans or as directed. Set string lines for alignment if directed. Install geogrid in accordance with the lines and grades as shown on the plans. Place base material in lift thicknesses and compact as shown on the plans or as directed. Do not operate tracked construction equipment on the geogrid until a minimum fill cover of 6 in. is achieved. Rubber tire construction equipment may operate directly on the geogrid at speeds of less than 5 mph if the underlying material will support the loads. Where excessive substructure deformation is apparent, correct grid placement operations as recommended by the manufacturer or as directed

3.1. **Geogrid Placement.** Orient the geogrid length as unrolled parallel to the direction of roadway. Overlap geogrid sections as shown on the plans or as directed. Use plastic ties at overlap joints or as directed. Placement of geogrid around corners may require cutting and diagonal lapping. Pin geogrid at the beginning of the backfill section as directed. Keep geogrid taut at the beginning of the backfilling section but not restrained from stretching or flattening.

3.1.1. **Longitudinal Joints.** Overlap longitudinal joints by a minimum of 1 ft. Space longitudinal ties 10 ft. to 20 ft. or as directed.

3.1.2. **Transverse Joints.** Overlap transverse joints by a minimum of 1 ft. Space transverse ties 4 ft. to 5 ft. or as directed.

3.2. **Damage Repair.** As directed, remove and replace contractor damaged or excessively deformed areas without additional compensation. Lap repair areas a minimum of 3 ft in all directions. Tie each side of repair grid in at least 3 locations but do not exceed normal construction spacing; tie spacing for odd shapes will be as directed. Repair excessively deformed materials underlying the grid as directed

4. MEASUREMENT

Geogrid base reinforcement will be measured by the square yard of roadway placement as shown in the plans with no allowance for overlapping at transverse and longitudinal joints.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" are paid for at the unit bid price for "Geogrid Base Reinforcement" of the type specified. This

price is full compensation for furnishing, preparing, hauling and placing materials including labor, materials, freight, tools, equipment and incidentals.

Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

Special Specification 6185

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)



1. DESCRIPTION

Furnish, operate, maintain and remove upon completion of work, Truck Mounted Attenuator (TMA) or Trailer Attenuator (TA).

2. MATERIALS

Furnish, operate and maintain new or used TMAs or TAs. Assure used attenuators are in good working condition and are approved for use. A list of approved TMA/TA units can be found in the Department's Compliant Work Zone Traffic Control Devices List. The host vehicle for the TMA and TA must weigh a minimum of 19,000 lbs. Host vehicles may be ballasted to achieve the required weight. Any weight added to the host vehicle must be properly attached or contained within it so that it does not present a hazard and that proper energy dissipation occurs if the attenuator is impacted from behind by a large truck. The weight of a TA will not be considered in the weight of the host vehicle but the weight of a TMA may be included in the weight of the host vehicle. Upon request, provide either a manufacturer's curb weight or a certified scales weight ticket to the Engineer.

3. CONSTRUCTION

Place or relocate TMA/TAs as shown on the plans or as directed. The plans will show the number of TMA/TAs needed, for how many days or hours, and for which construction phases.

Maintain the TMA/TAs in good working condition. Replace damaged TMA/TAs as soon as possible.

4. MEASUREMENT

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the each or by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. A minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Truck Mounted Attenuators/Trailer Attenuators (Stationary)," or "Truck Mounted Attenuators/Trailer Attenuators (Mobile Operation)." This price is full compensation for furnishing TMA/TA: set up; relocating; removing; operating; fuel; and equipment, materials, tools, labor, and incidentals.

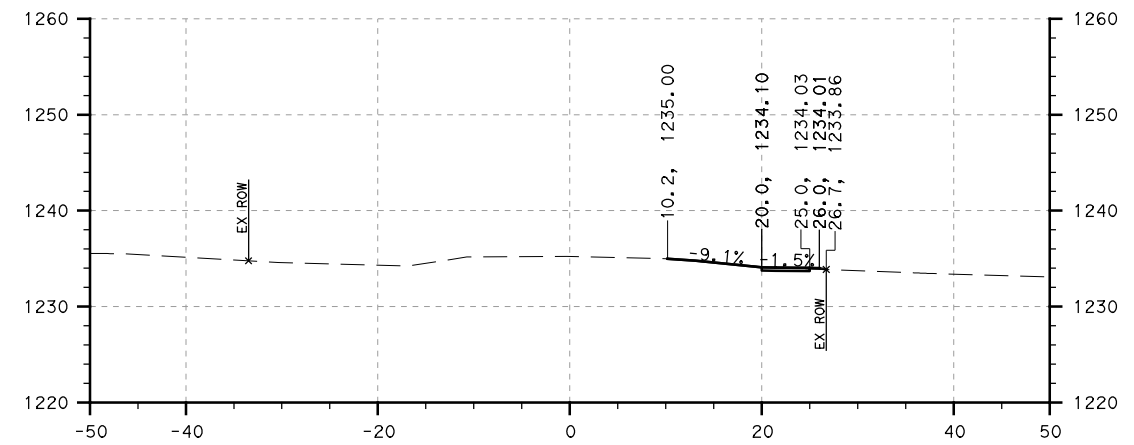
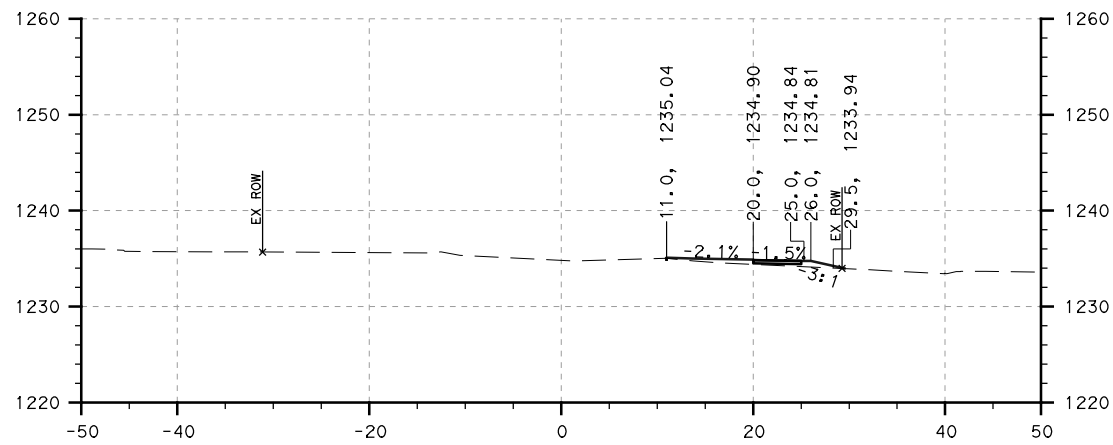
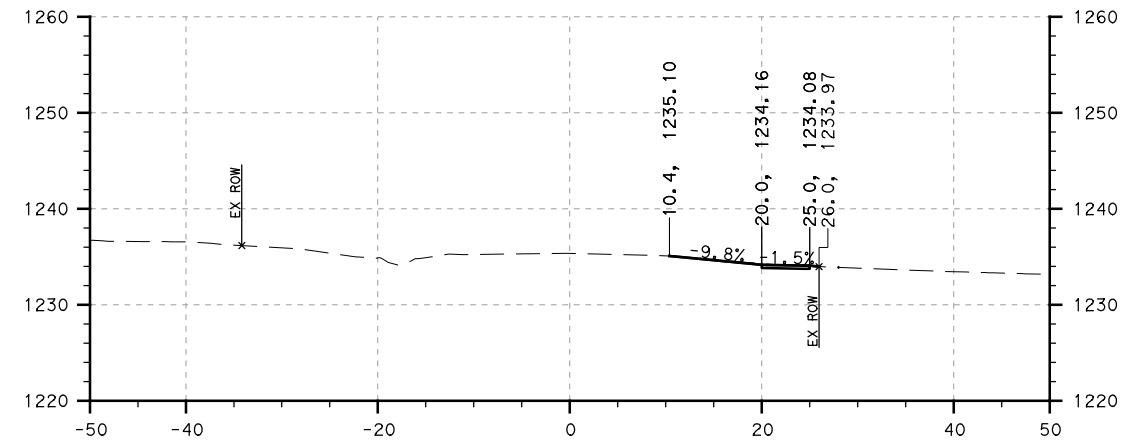
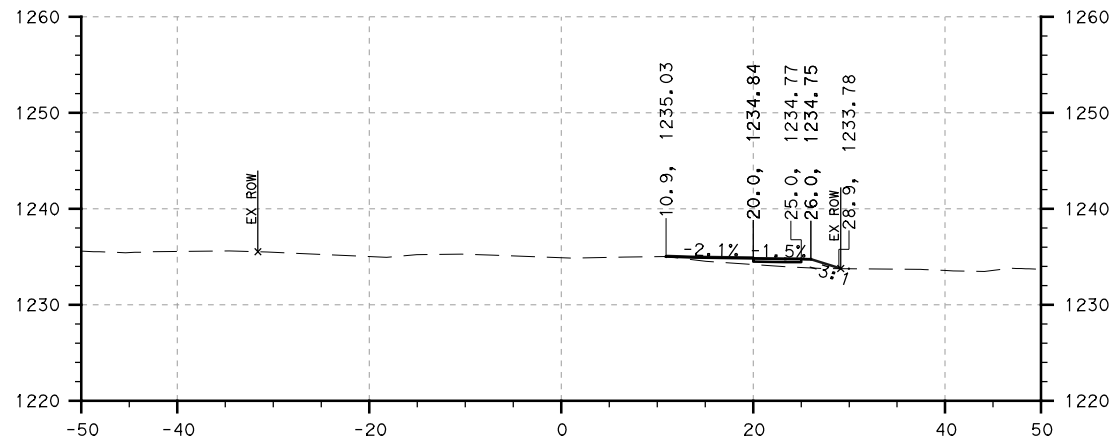
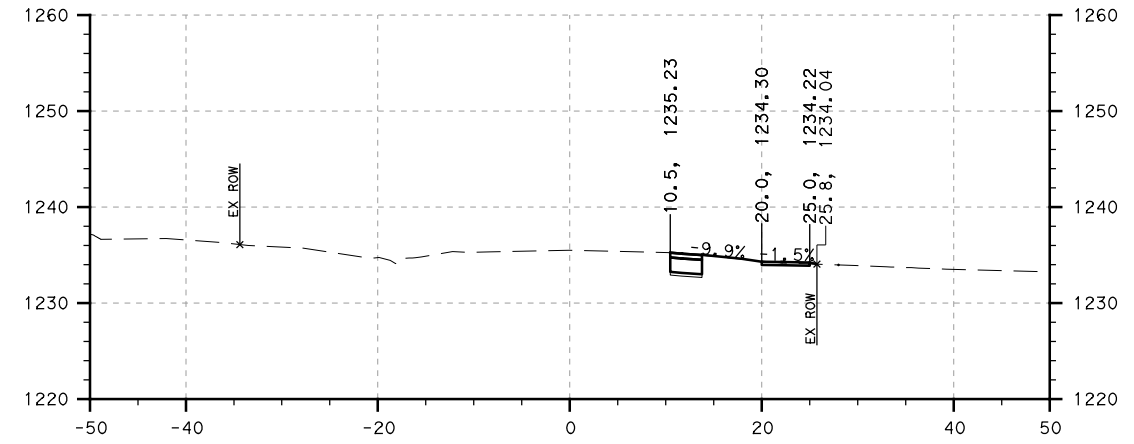
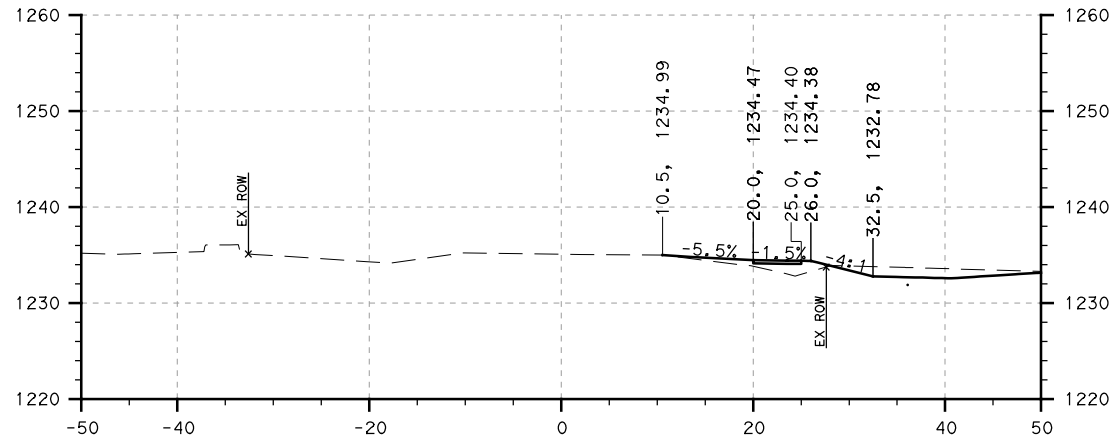
Special Provision to Special Specification 6185 Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)



Item 6185, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 4. "Measurement", is voided and replaced by the following:

- 4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. A day will be measured for each TMA/TA set up and operational on the worksite.
- 4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour or by the day. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. When measurement by the hour is specified, a minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.



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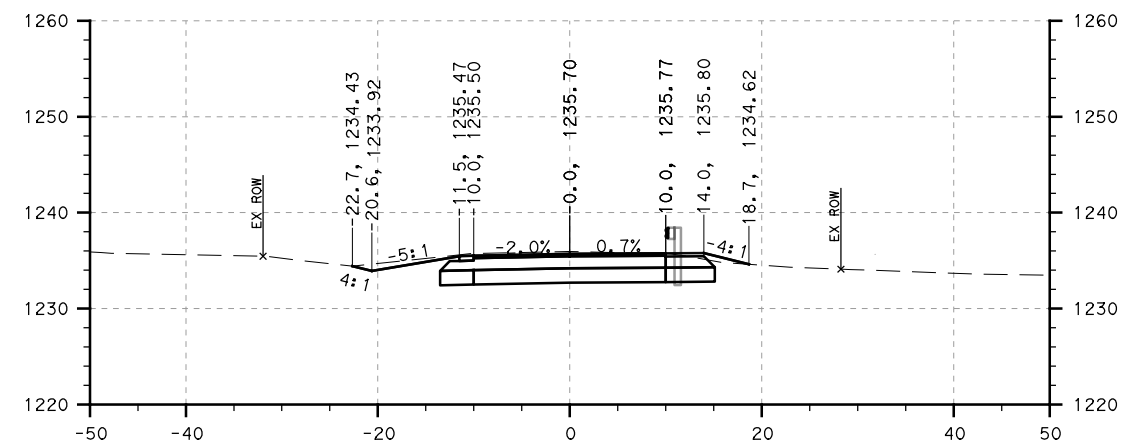
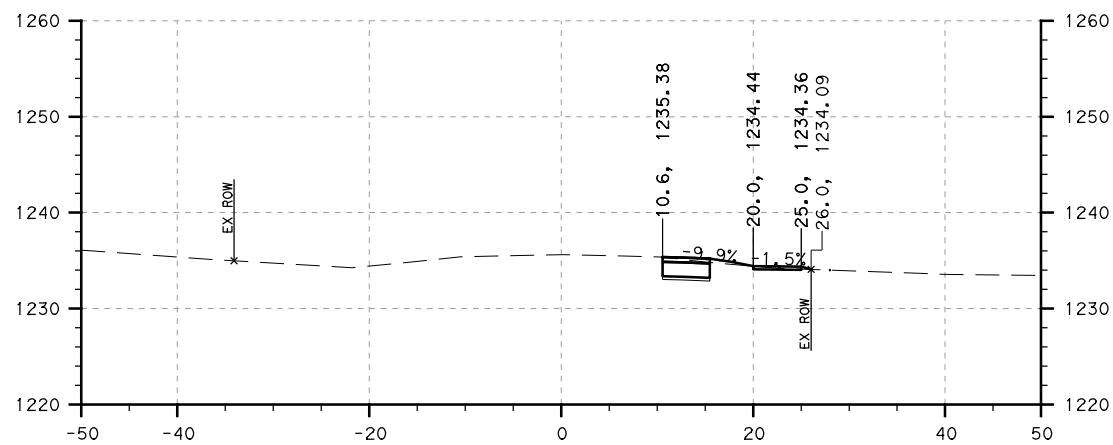
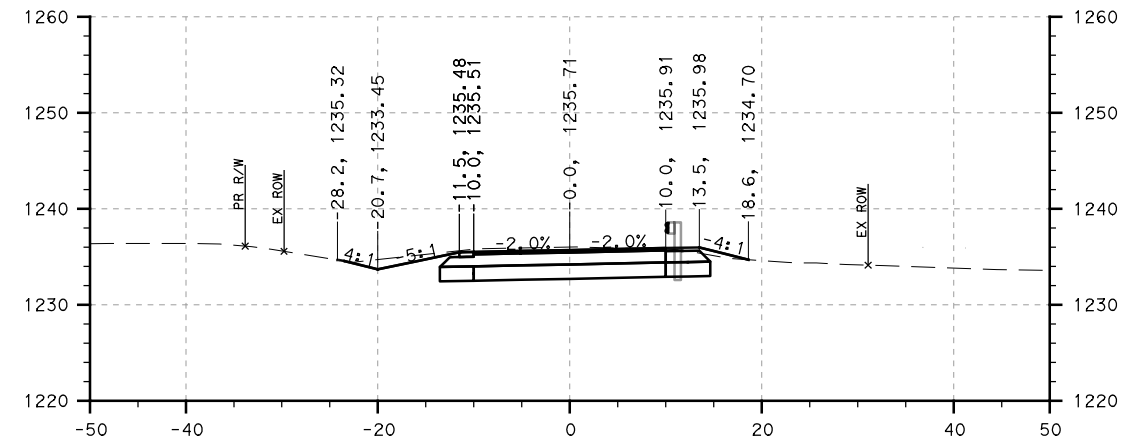
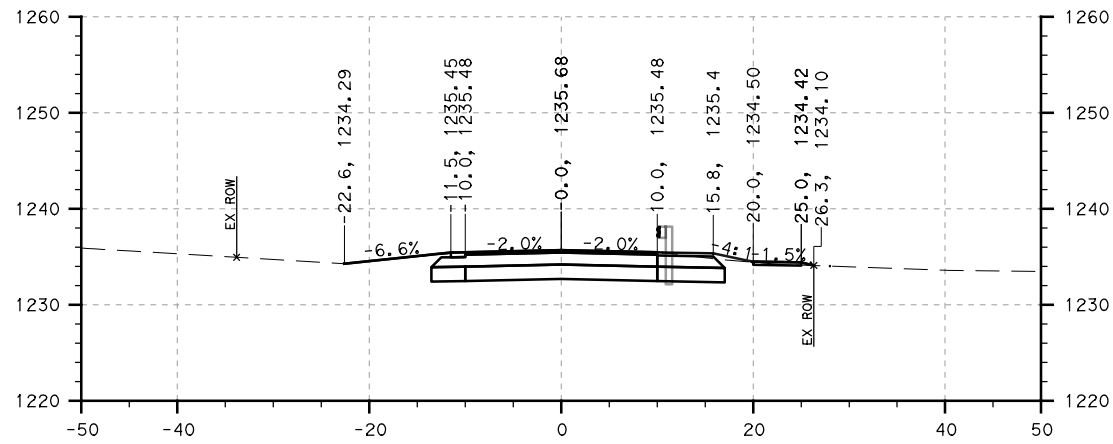
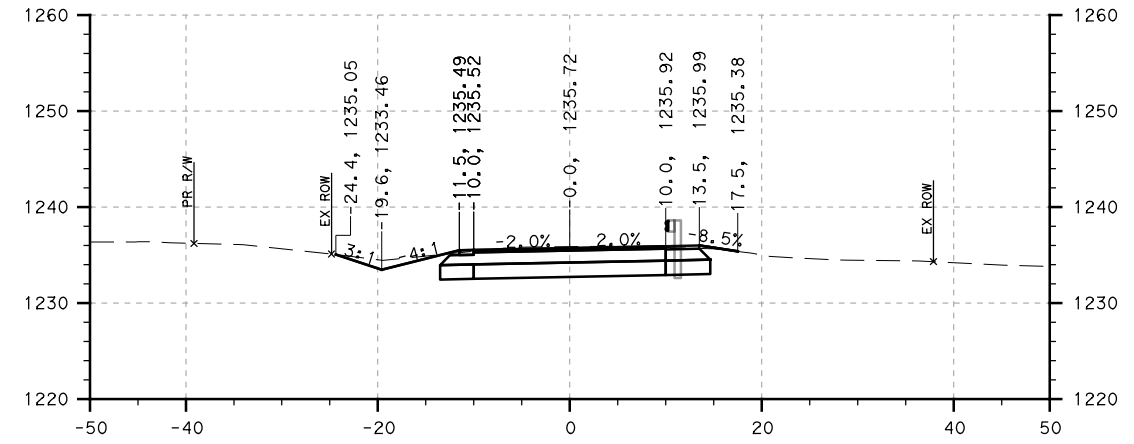
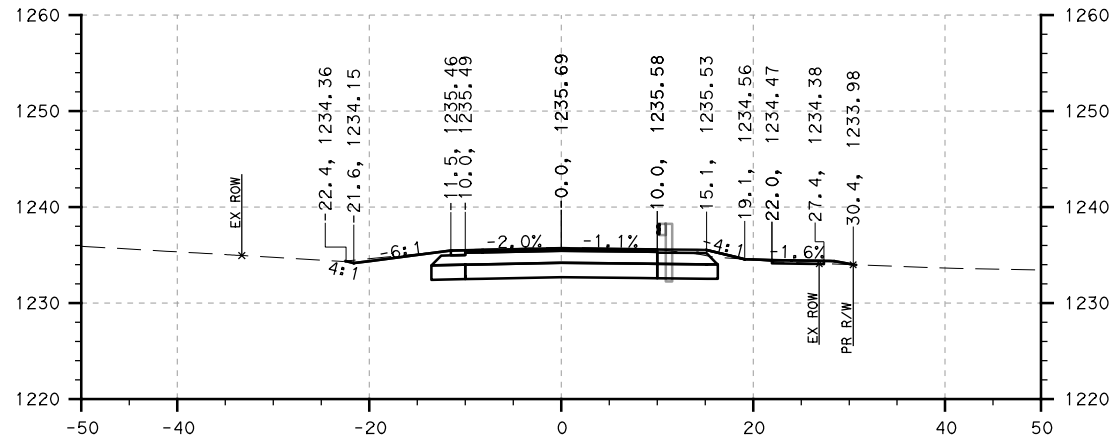
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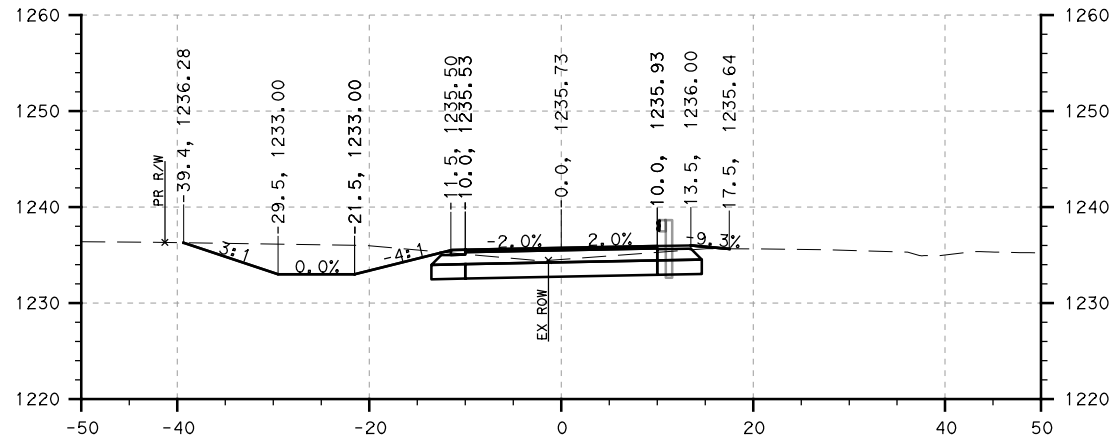
HDR ENGINEERING, INC.
 Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900

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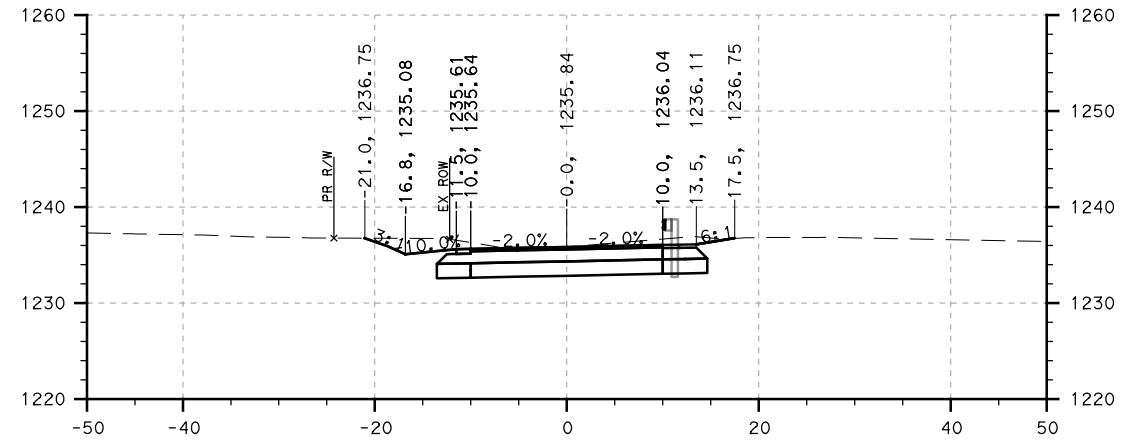
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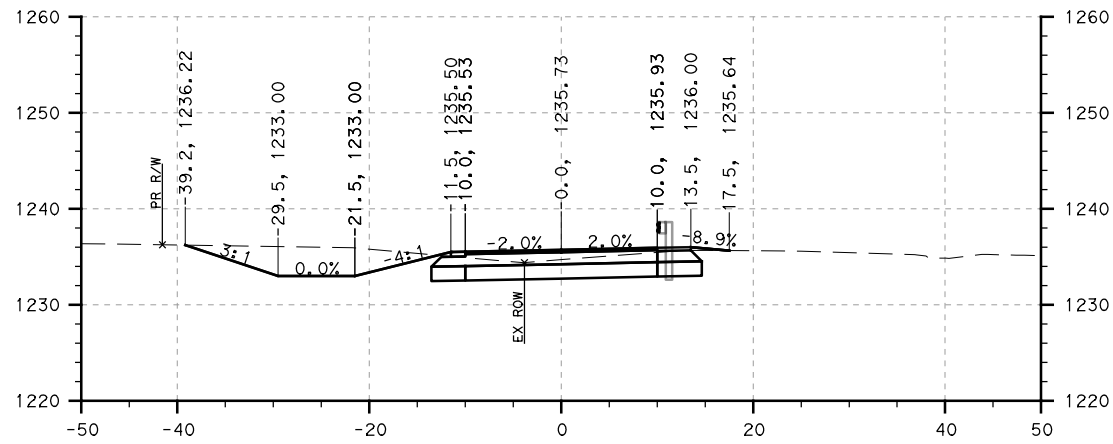
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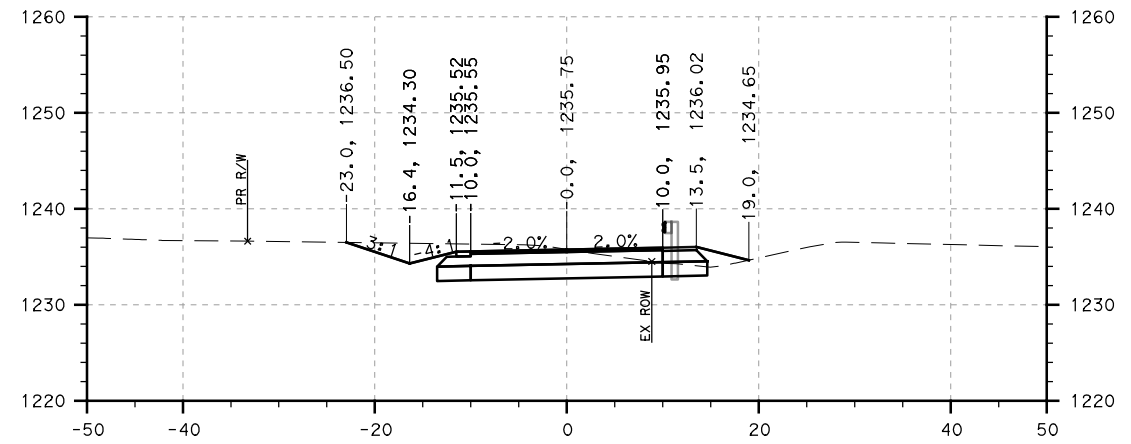
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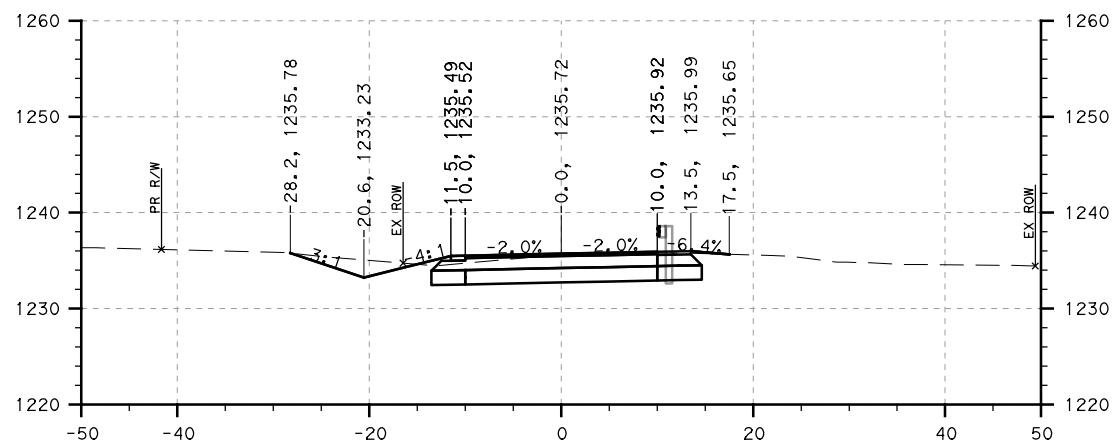
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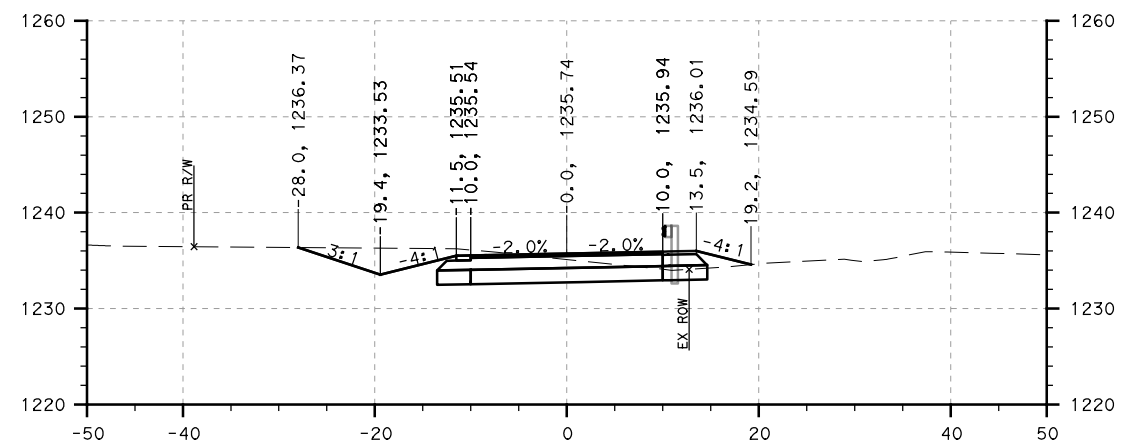
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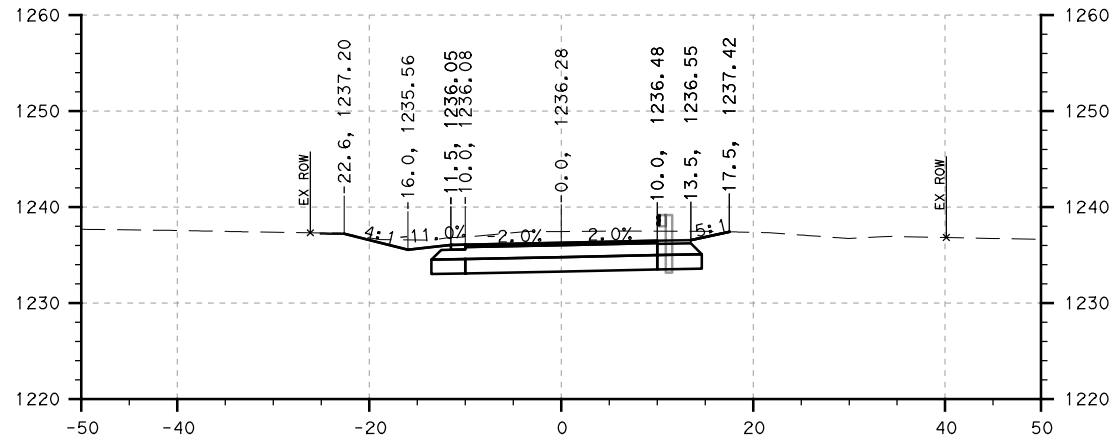
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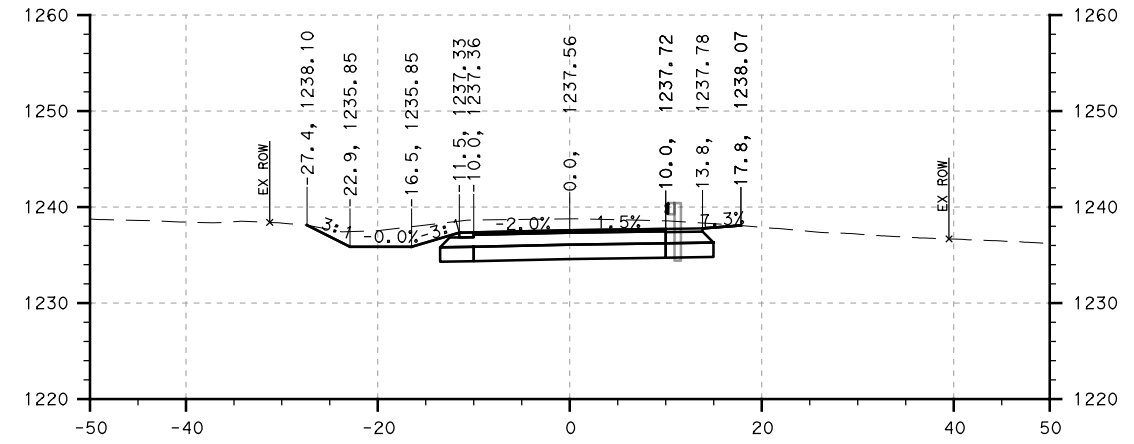


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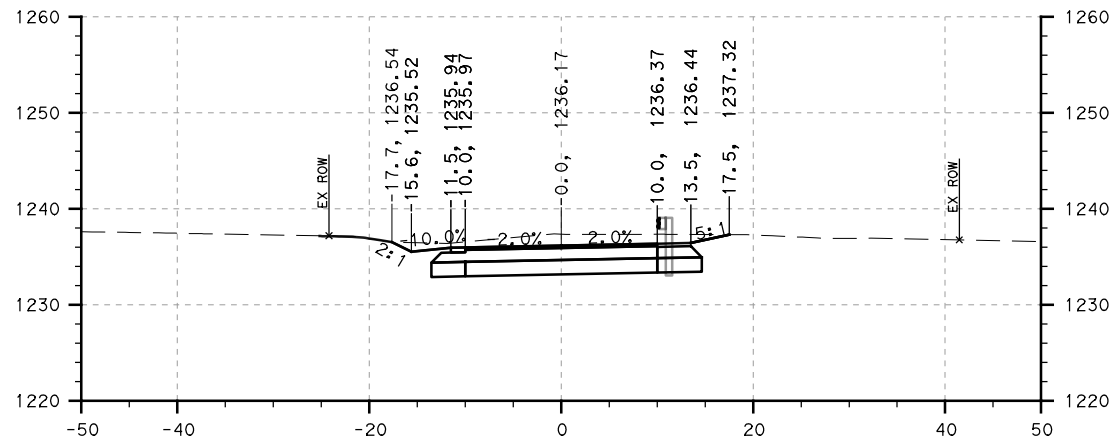
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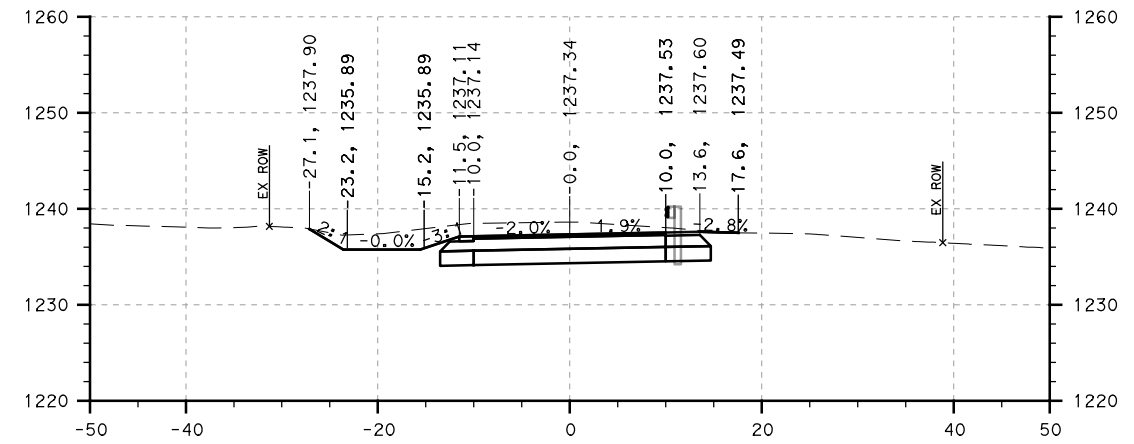
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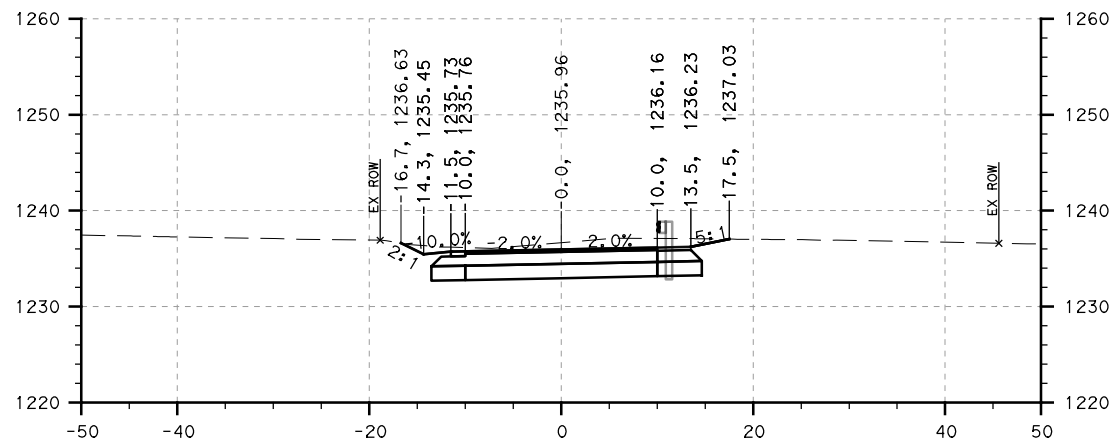
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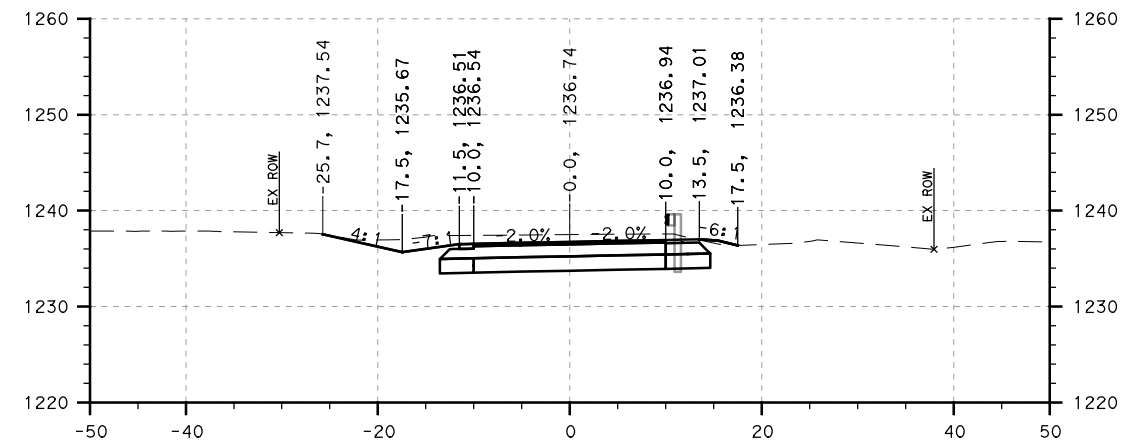
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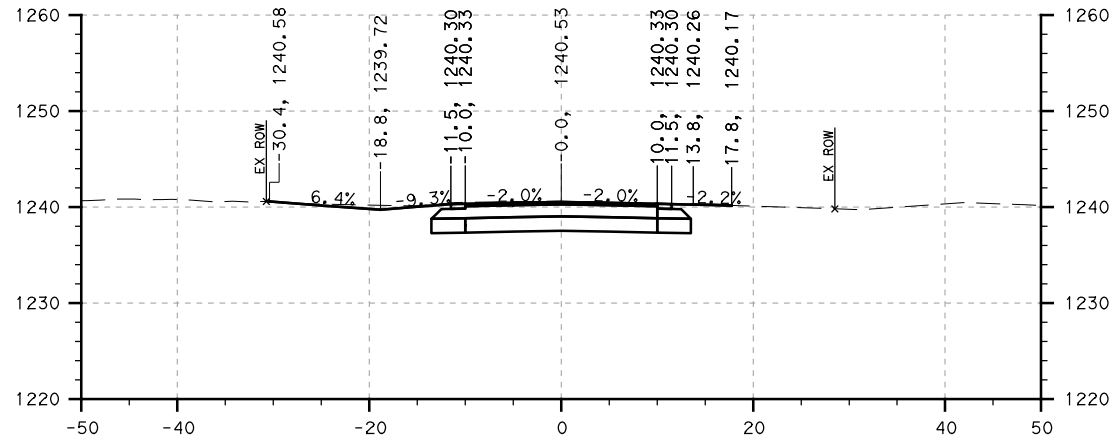
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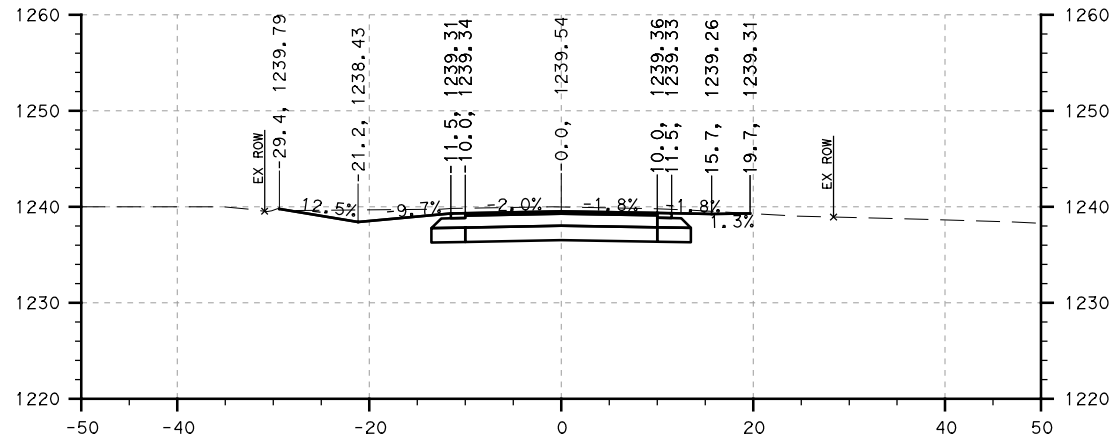


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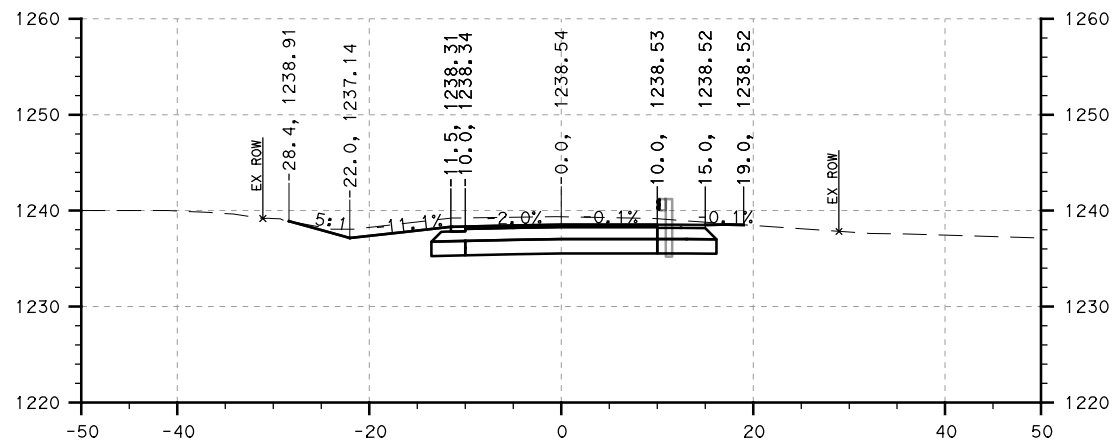
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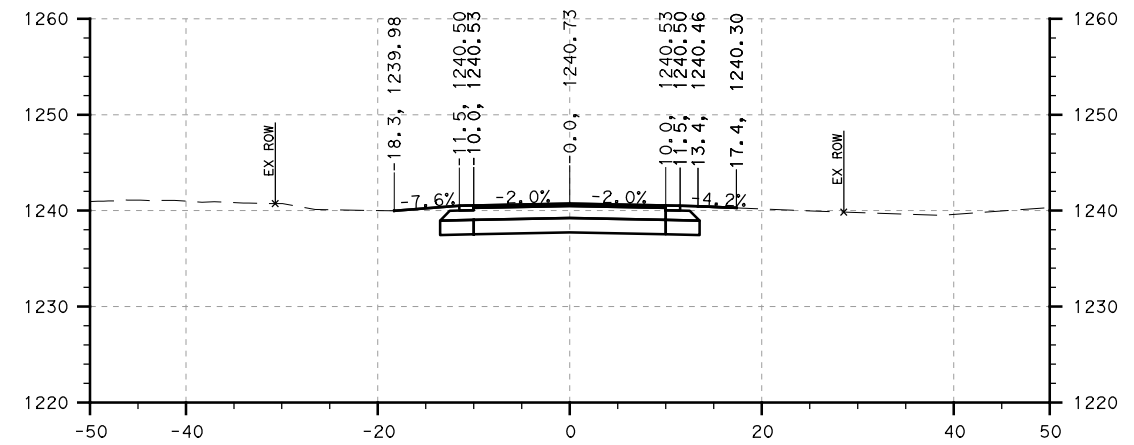
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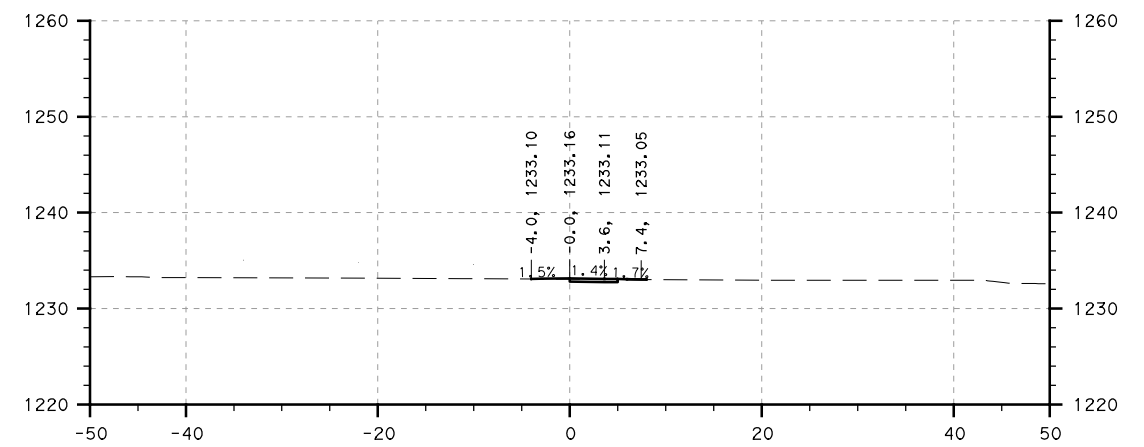
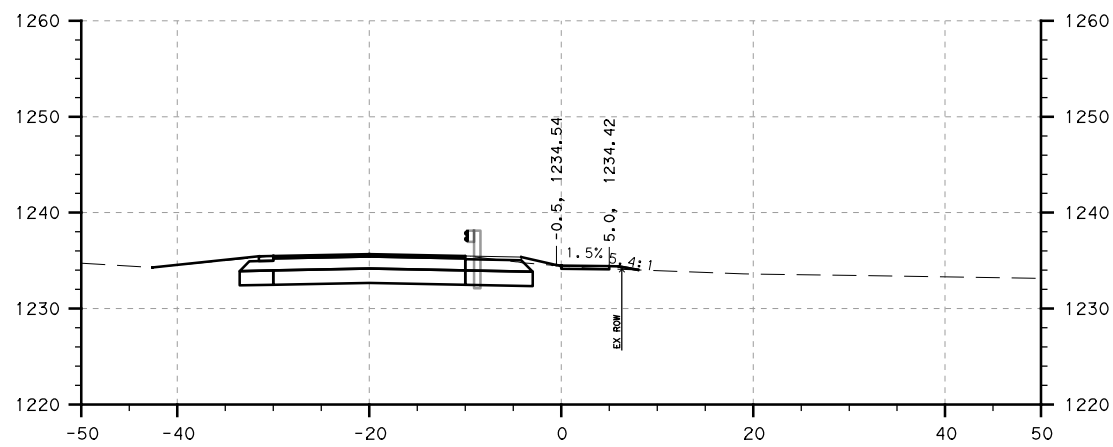
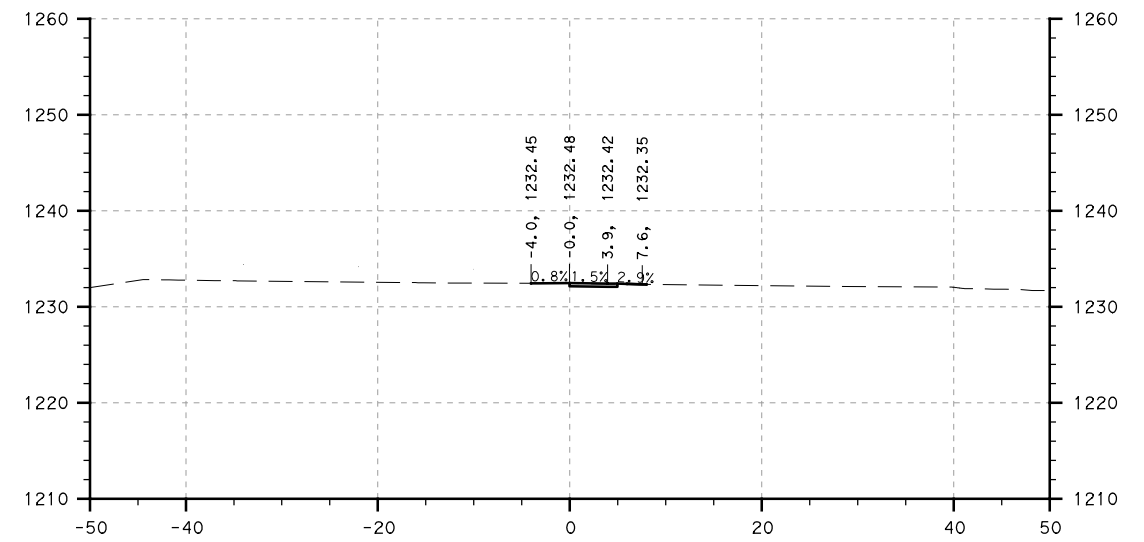
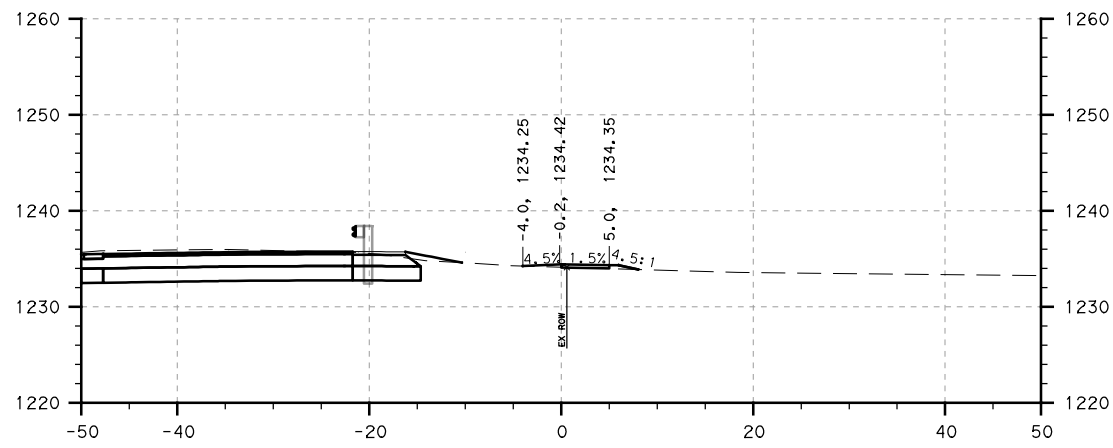
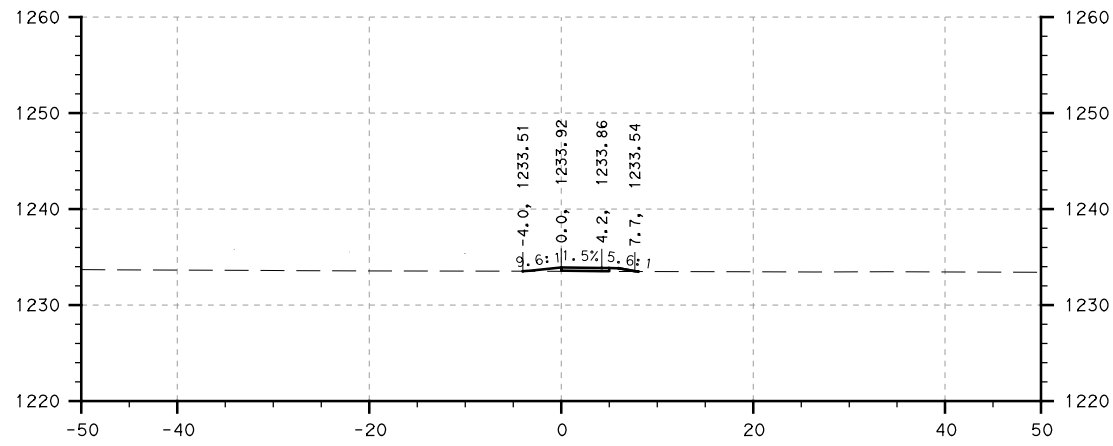
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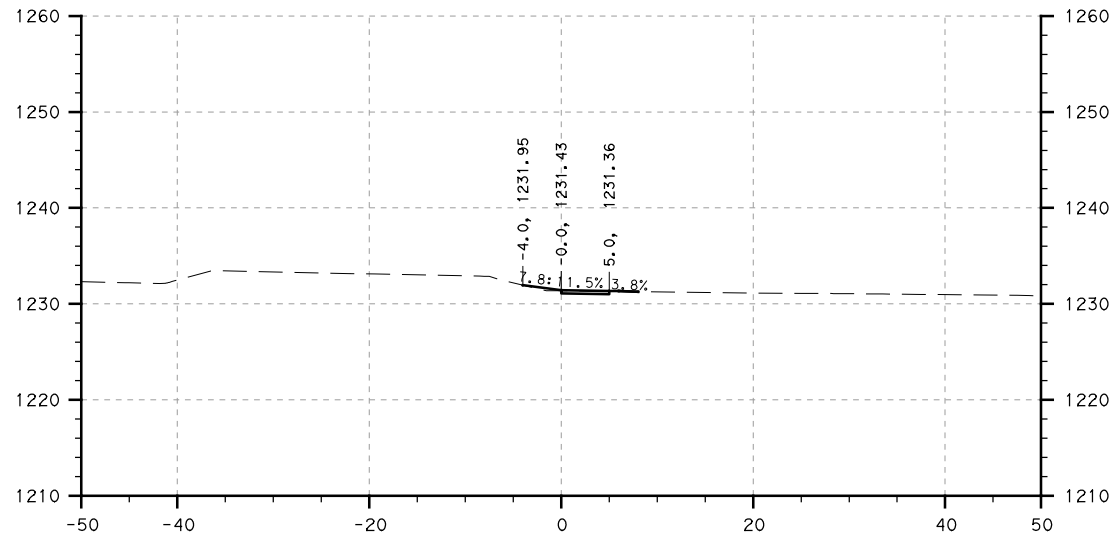
HDR ENGINEERING, INC.
 Firm Registration No. F-754
 710 Heslers Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900

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 VERT: 1"=20'

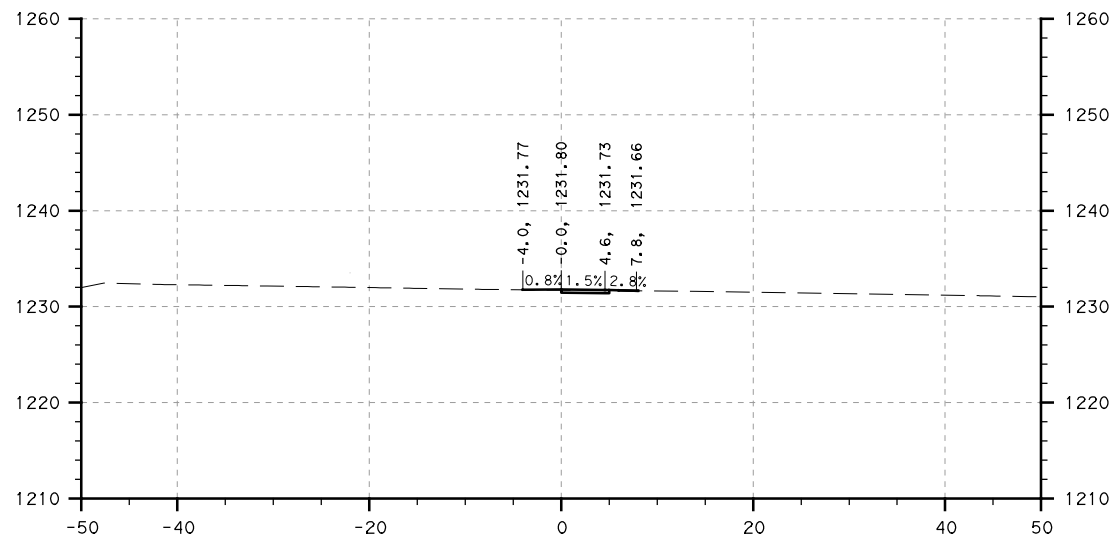
ROGER HANKS
 SIDEWALK 01

SHEET NO.

445



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11+25.00

STA 11+25.00 TO STA 11+38.60

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NO.	DATE	REVISION	APPROVED



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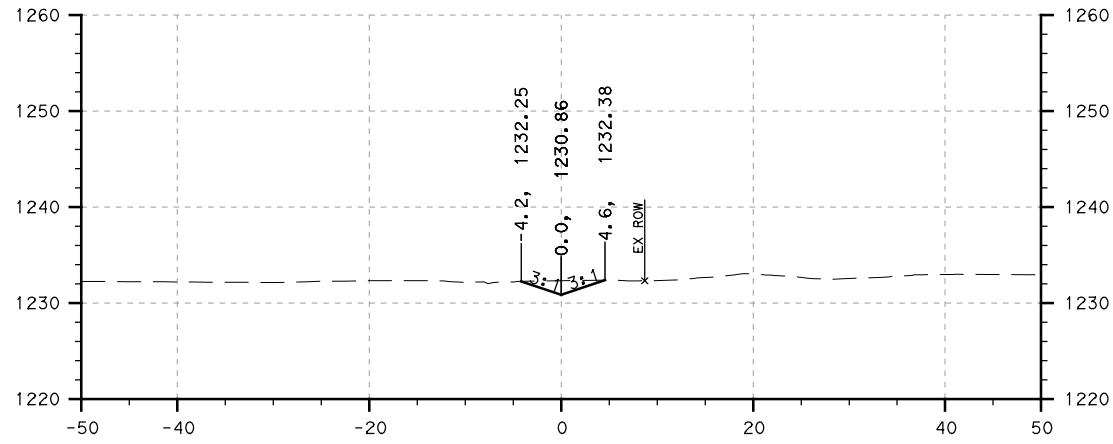
HDR ENGINEERING, INC.
 Firm Registration No. F-754
 710 Heslers Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900

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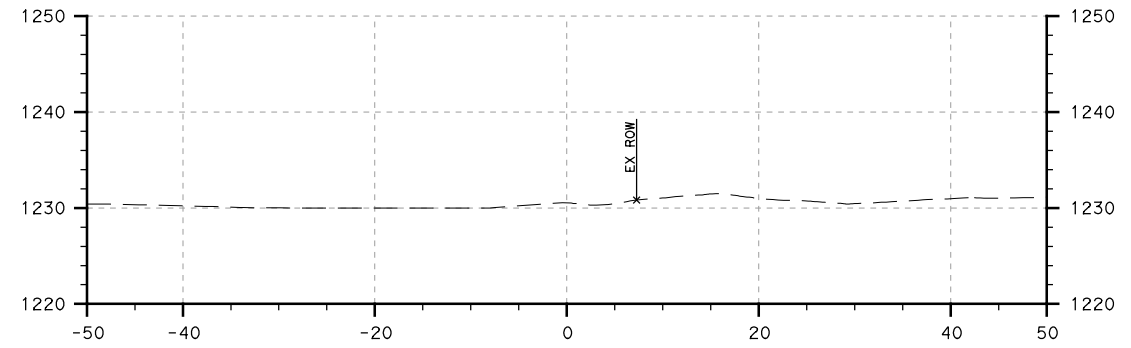
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SIDEWALK 01

SHEET NO.

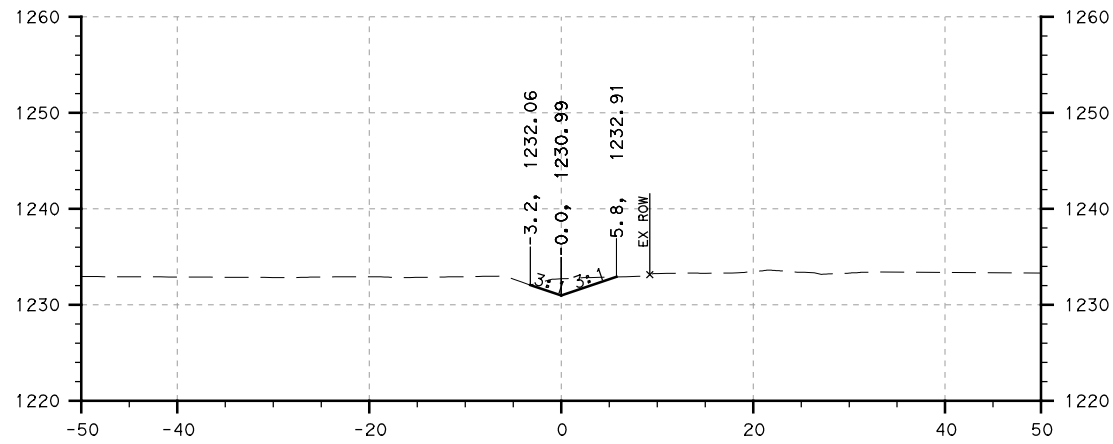
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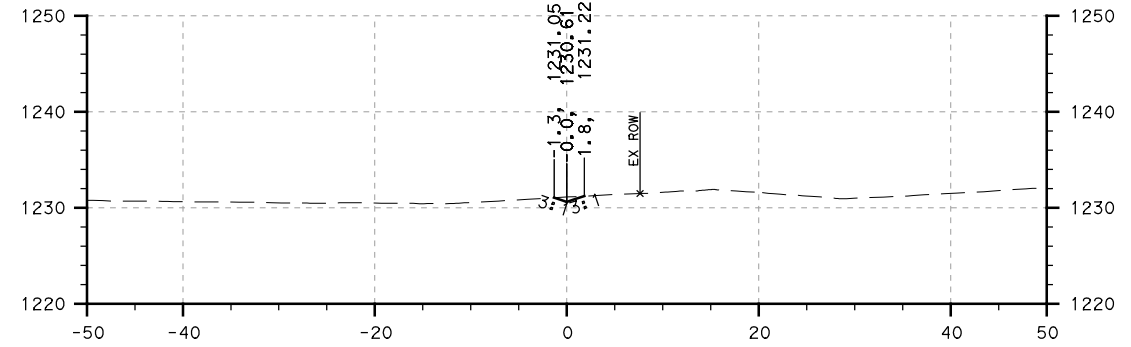
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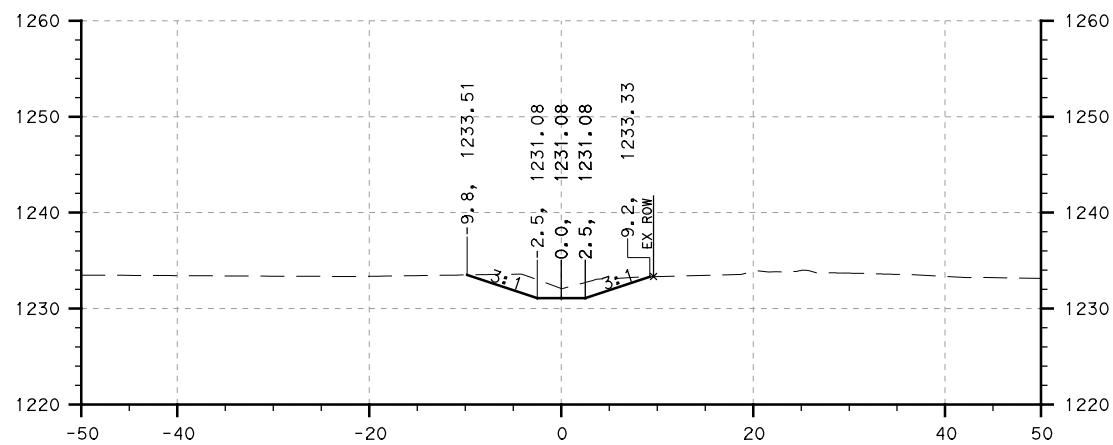
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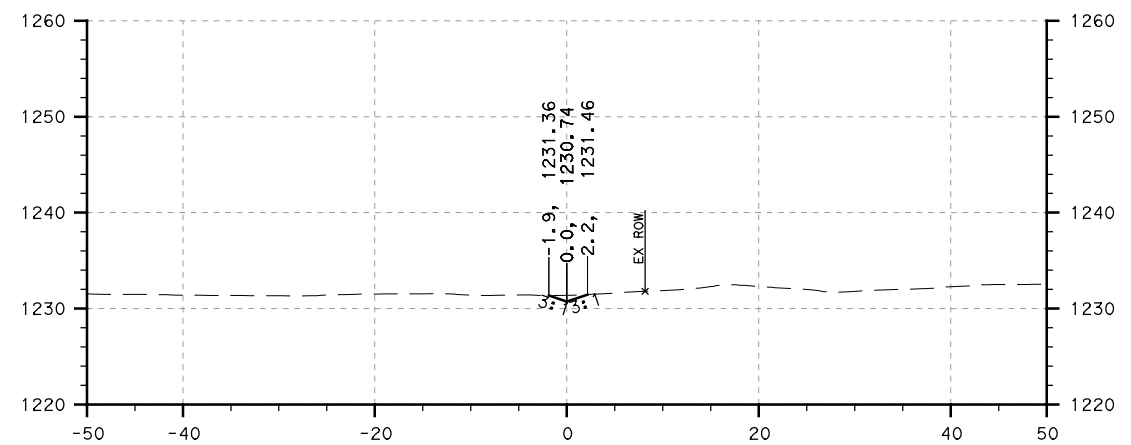
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11+50.00

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SCALE: HORIZ: 1"=20'
 VERT: 1"=20'

ROGER HANKS
CULVERT 01 DITCH GRADING

SHEET NO.

X 447

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

CITY OF DRIPPING SPRINGS

CONSTRUCTION PLANS FOR
ROADWAY IMPROVEMENTS ON SHANE LANE

CONT	SECT	JOB	HIGHWAY
DIST		COUNTY	
AUS		HAYS	

Item # 14.

DESIGN SPEED

SHANE LANE/GOLDEN EAGLE LN: 30 MPH

NET LENGTH OF PROJECT = 509.00 FEET = 0.096 MILES

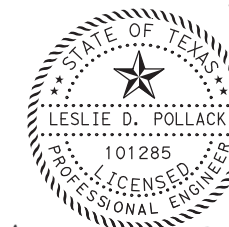
HAYS COUNTY
SHANE LANE ROADWAY IMPROVEMENTS

FROM: SHANE LANE/GOLDEN EAGLE LN
TO: SOUTH OF RUNNING DEER LN

FOR THE RECONSTRUCTION OF ROADWAY INTERSECTION

CONSISTING OF GRADING, BASE, ASPHALT, DRAINAGE,
PEDESTRIAN FACILITIES, EROSION CONTROL, SIGNING, AND
PAVEMENT MARKINGS.

10.04.23

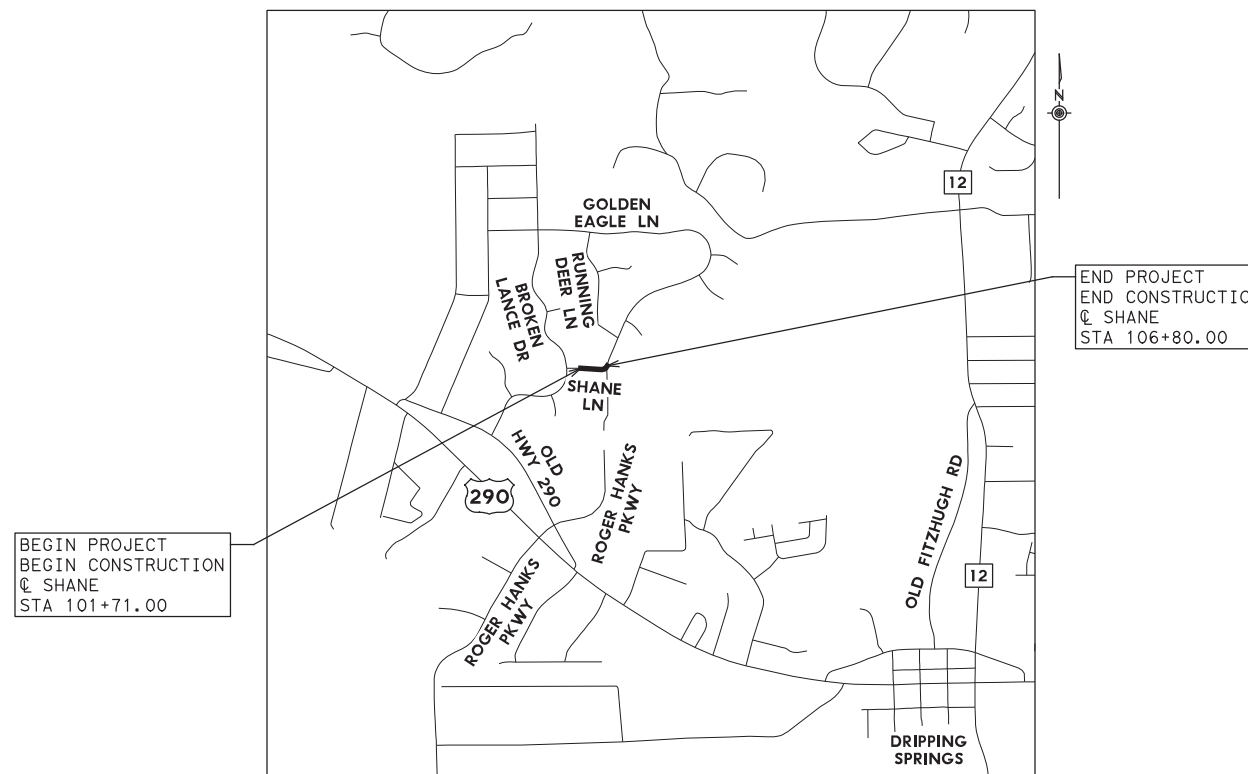


Leslie D. Pollack



HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900

TDLR INSPECTION IS NOT REQUIRED



LOCATION MAP NOT TO SCALE

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE

FILE: \$FILE\$
DATE: 10/4/2023 8:30:15 AM

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF
TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN ON THIS PROJECT.

CONSULTANT:

HDR ENGINEERING, INC (TBPE FIRM REG. F-754)

SUBMITTED FOR LETTING:

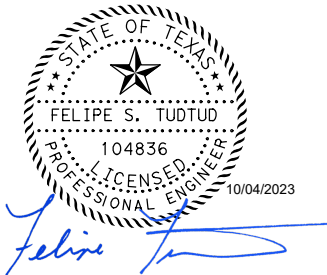
10-4-2023

Charles Carpin
CITY ENGINEER



CITY OF DRIPPING SPRINGS

SHEET NUMBERS	DESCRIPTION
I. GENERAL	
1	TITLE SHEET
2	INDEX OF SHEETS
3	PROJECT LAYOUT
4 - 5	TYPICAL SECTIONS
6 - 10	GENERAL NOTES
11	SUMMARY OF QUANTITIES
II. TRAFFIC CONTROL PLAN	
12	TRAFFIC CONTROL AND SEQUENCE OF CONSTRUCTION
13	DETOUR PLAN
<i>TRAFFIC CONTROL STANDARDS</i>	
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III. ROADWAY PLANS	
24	HORIZONTAL ALIGNMENT DATA
25	REMOVAL LAYOUT
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28	DRIVEWAY AND SIDEWALK PLAN AND PROFILE
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30	GF(31)MS-19 *
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37	DRAINAGE DETAILS
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44	PSET-SC *
45	PSET-RC *
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V. SIGNING AND PAVEMENT MARKING PLANS	
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48	D & OM(1)-20 *
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VI. ENVIRONMENTAL PLANS	
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55 - 56	SW3P LAYOUT
<i>ENVIRONMENTAL STANDARDS</i>	
57	EC(1)-16 *
58	EC(2)-16 *
59	EC(3)-16 *

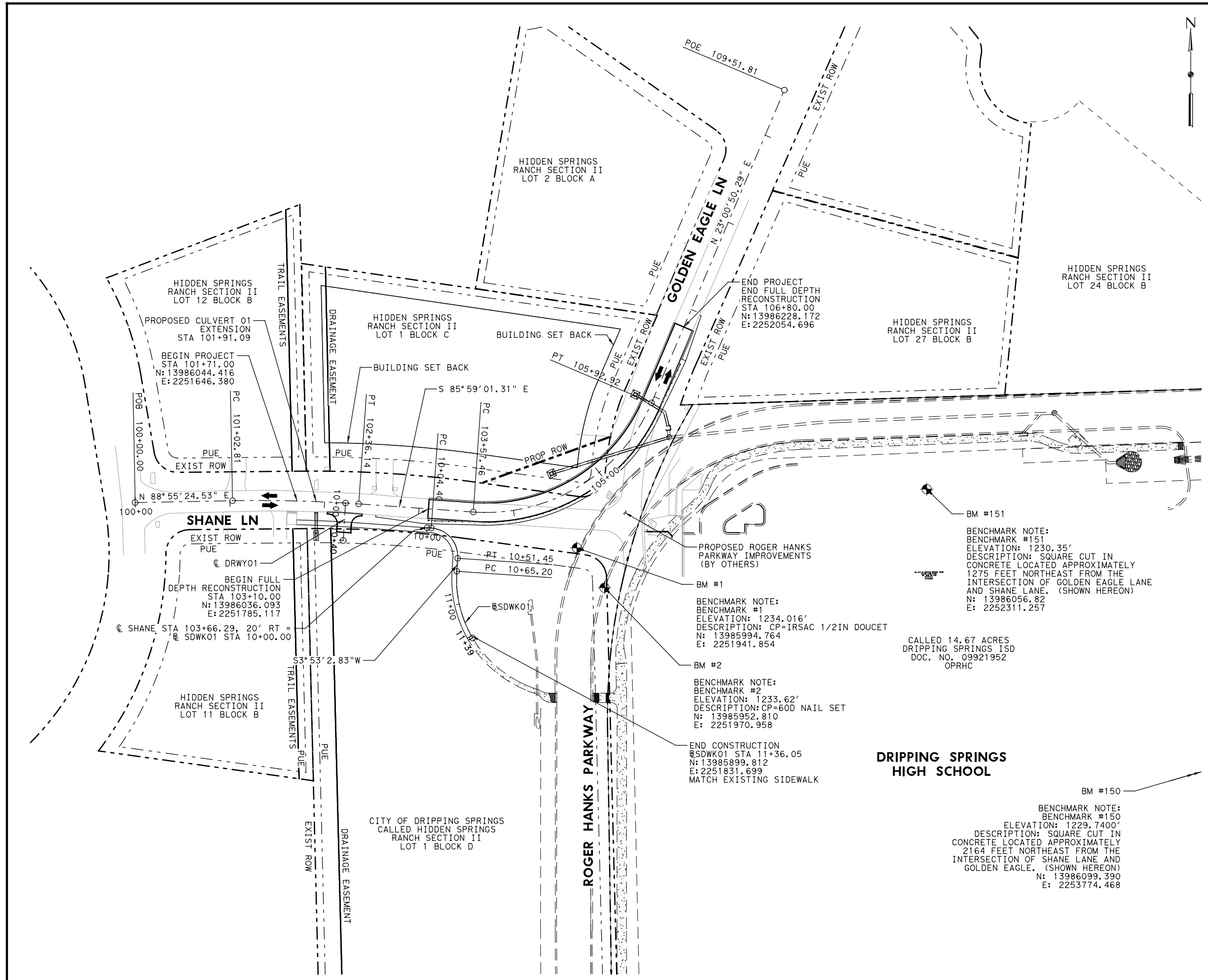
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 SCALE: 1:1



* THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

NO.	DATE	REVISION	APPROVED
		HDR Firm Registration No. F-754 710 Hesters Crossing, Suite 150 Round Rock, Texas 78681 512.685.2900	
		THE CITY OF DRIPPING SPRINGS TEXAS © 2023	
ROGER HANKS			
INDEX OF SHEETS			
SHEET 1 OF 1			
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
JC			RH
GRAPHICS	STATE	DISTRICT	COUNTY
LG	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
			449

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LEGEND

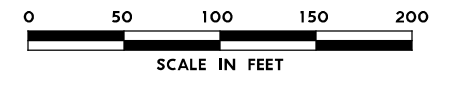
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- - - EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED CONSTRUCTION BY OTHERS
- TRAVEL LANE
- ⊕ BENCHMARK POINT

Item # 14.

- NOTES:**
- SEE "HORIZONTAL ALIGNMENT DATA" SHEET FOR ALIGNMENT INFORMATION.
 - EXISTING ROW IS BASED ON BEST AVAILABLE INFORMATION FROM HAYS COUNTY APPRAISAL DISTRICT AND AVAILABLE SITE PLANS.

CONTROL NOTE:
 BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICA DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A VERTICAL DATUM OF NAVD88, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES UNITS: US SURVEY FEET.

THE SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NON ARE SHOWN.



STATE OF TEXAS
 FELIPE S. TUTTUD
 104836
 LICENSED PROFESSIONAL ENGINEER
 10/04/2023
Felipe Tuttud

NO.	DATE	REVISION	APPROVED

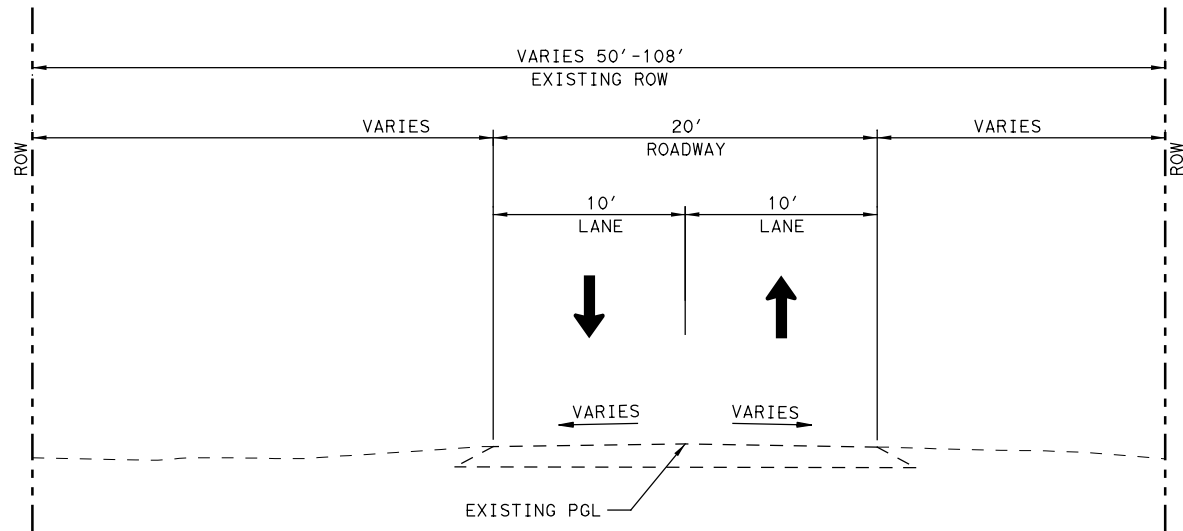
HDR
 HDR
 Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
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 TEXAS
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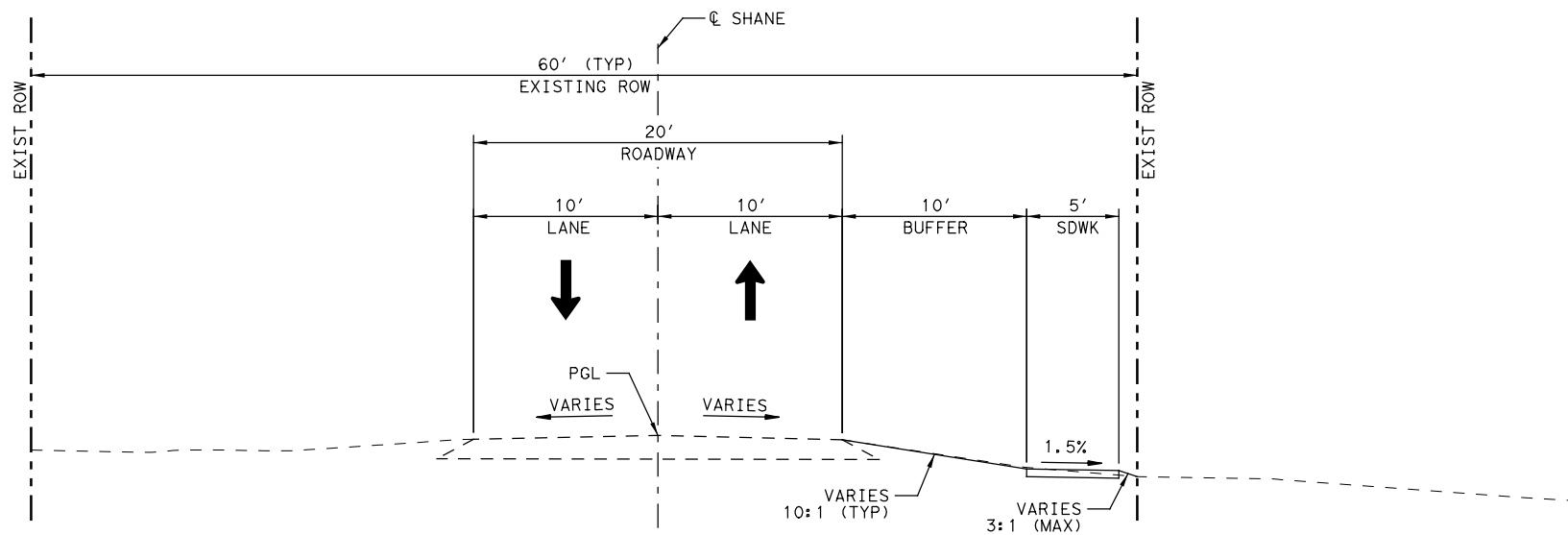
ROGER HANKS
PROJECT LAYOUT

SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
JC				RH
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	HAYS	450
CHECK	CONTROL	SECTION	JOB	



**SHANE LANE
EXISTING TYPICAL SECTION**



**SHANE LANE
PROPOSED TYPICAL SECTION**
BEGIN PROJECT TO STA 103+10

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Professional Engineer Seal for Felipe S. Tutud, State of Texas, License No. 104836, dated 10/04/2023. The seal includes the text 'STATE OF TEXAS', 'FELIPE S. TUTUD', '104836', 'LICENSED PROFESSIONAL ENGINEER', and '10/04/2023'. A signature is written over the seal.

NO.	DATE	REVISION	APPROVED

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 Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
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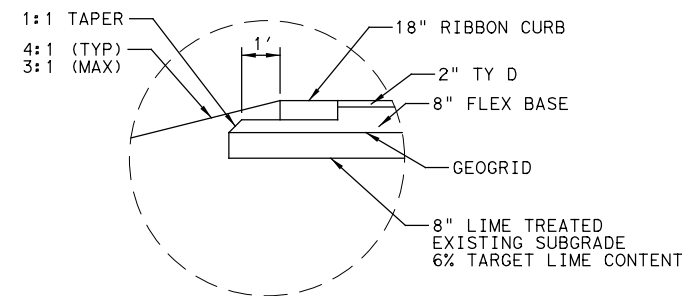
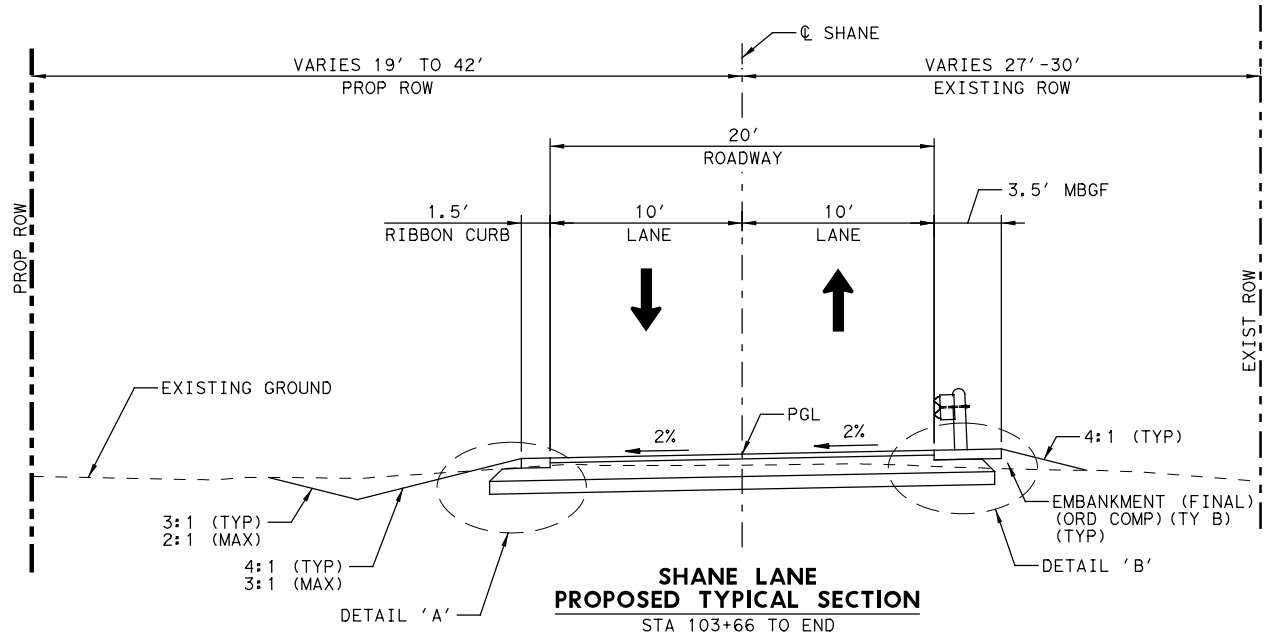
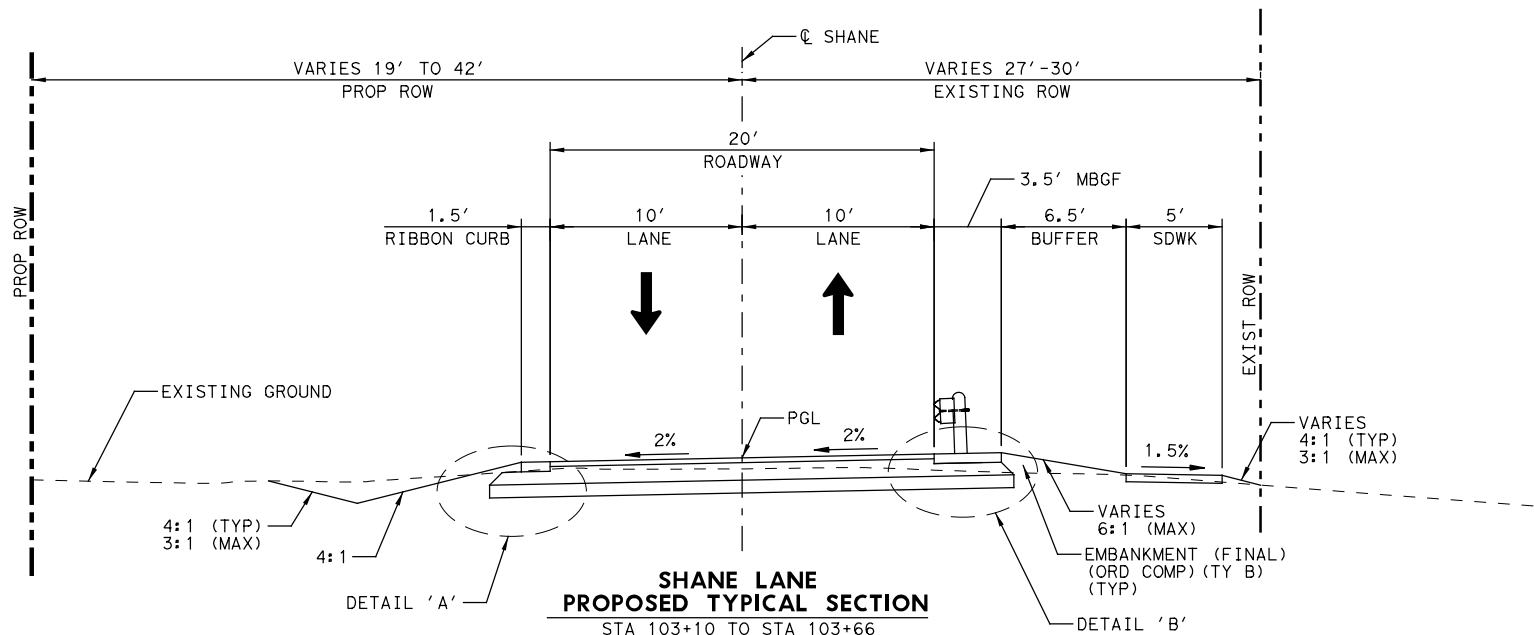
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 TEXAS
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ROGER HANKS

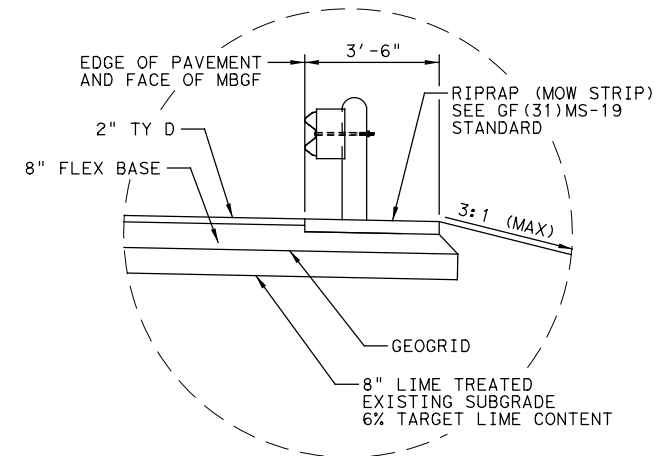
TYPICAL SECTIONS

SHEET 1 OF 2

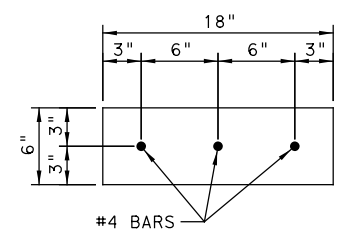
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CHECK	CONTROL	SECTION	JOB	



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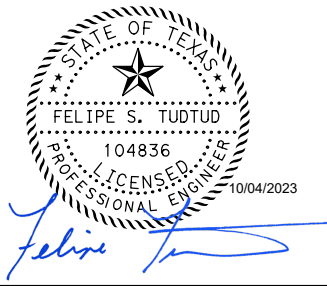


DETAIL 'B'



RIBBON CURB DETAIL

- NOTES:**
- PER HAYS COUNTY SPECIFICATIONS, WHENEVER A SOIL INVESTIGATION INDICATES THAT MORE THAN TWO FEET OF EXPANSIVE SUBGRADE SOIL WITH A P.I. OF 35 OR GREATER EXISTS BENEATH THE EXPECTED BASE LAYER, THE DESIGN PROFESSIONAL SHALL INCORPORATE A COMBINATION OF THE TWO MEASURES DESCRIBED IN (COA TCM 3.1.3).
 - SECTIONS TO BE VERIFIED AFTER ROUGH CUT OF ROAD PER GEOTECHNICAL ASSESSMENT SUBGRADE CONDITIONS.
 - ASPHALTIC BINDER SHALL BE PG-76 PER COLLECTORS AND ARTERIALS.



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Round Rock, Texas 78681
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ROGER HANKS
TYPICAL SECTIONS

SHEET 2 OF 2

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
JC				RH
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	HAYS	452
CHECK	CONTROL	SECTION	JOB	

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TIME: 8:11:5 AM
SCALE: 1:10

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

GENERAL NOTES:

Item	Description	**Rate
**204	Sprinkling (Dust) (Item 132) (Item 247)	30 GAL/CY 30 GAL/CY 30 GAL/CY
**210	Rolling (Flat Wheel) (Item 247) (Item 316)	1 HR/200 TON 1 HR/6000 SY
**210	Rolling (Tamping and Heavy Tamping)	1 HR/200 CY
**210	Rolling (Lt Pneumatic Tire) (Item 132) (Item 247) (Item 316 - Seal Coat) (Item 316 - Two Course)	1 HR/500 CY 1 HR/200 TON 1 HR/6000 SY 1 HR/3000 SY
247	Flexible Base (CMP IN PLC)	132 LB/CF
310	Prime Coat	0.20 GAL/SY
3076	Dense-Graded Hot-Mix Asphalt	110 LB/SY/IN
	Tack Coat	0.08 GAL/SY

** For Informational Purposes Only

GENERAL

Contractor questions on this project are to be addressed to the following individual(s):

Company: HDR Engineering, Inc. Email: Leslie.Pollack@hdrinc.com Phone: (512) 904-3728

Contractor questions and request for documents will be accepted through email, phone, and in person by the above individuals.

All Contractor questions will be reviewed by the Engineer.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean sawcut along the existing asphalt or concrete pavement structure, as directed. Consider subsidiary to the pertinent Items.

General Notes

Sheet A

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

CONTROL OF THE WORK

Place construction stakes at intervals of no more than 100 ft. This work is subsidiary.

Electronic Shop Drawing Submittals.

Submit electronic shop drawing submittals according to the current [Guide to Electronic Shop Drawing Submittal](https://www.txdot.gov/business/resources/highway/bridge/shop-drawing-submittal-cycle.html) <https://www.txdot.gov/business/resources/highway/bridge/shop-drawing-submittal-cycle.html>. Pre-approved producers can be found online at <https://www.txdot.gov/business/resources/materials/material-producer-list.html>.

CONTROL OF MATERIALS

Give a minimum of 1 business day notice for materials, which require inspection.

For structures with paint containing hazardous materials, provide locations of material removal 60 days prior to begin removal. For metal elements to be removed, mechanical shear or unbolting for removal and disposal does not require paint abatement but requires 60 day advance notice.

LEGAL RELATIONS AND RESPONSIBILITIES

TxDOT will coordinate with TDLR regarding pedestrian elements and sidewalks. The contractor will procure and provide all permits, licenses, and inspections; pay all charges, fees, and taxes regarding TDLR rules governing industrialized housing and buildings.

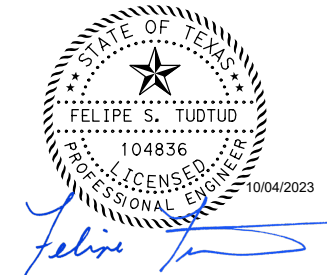


No significant traffic generator events identified.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

General Notes

Sheet B

			
			
HDR Firm Registration No. F-754 710 Hesters Crossing, Suite 150 Round Rock, Texas 78681 512.685.2900			
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ROGER HANKS GENERAL NOTES			
SHEET 1 OF 5			
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS			RH
AT	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
			453

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 TIME: 8:11:16 AM
 SCALE: 1:1

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

Migratory Birds and Bats.

Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to the Engineer 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

Tree and Brush Trimming and Removal.

Work will be conducted September 16 thru February 28. Work conducted outside this timeframe will require a bird survey. Submit a survey request to the Engineer 30 business days prior to begin work.

No extension of time or compensation will be granted for a delay or suspension due to the above bird and tree/brush requirements.

Back Up Alarm.

For hours 9 P to 5 A, utilize a non-intrusive, self-adjusting noise level reverse signal alarm. This is not applicable to hotmix operations. This is subsidiary.

ITEM 100 - PREPARING RIGHT OF WAY

Prep ROW must not begin until accessible trees designated for preservation have been protected, items listed in the EPIC have been addressed, and SW3P controls installed in accessible areas.

Backfill material will be Type B Embankment using ordinary compaction.

Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush.

General Notes

Sheet C

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

Unless shown otherwise in the plans or a designated non-mow area, perform trimming or removal for areas within 30 ft. of edge of pavement under construction. Trim or remove to provide minimum of 5 ft. of horizontal clearance and 7 ft. of vertical clearance for the following: sidewalks, paths, guard fence, rails, signs, object markers, and structures. Trim to provide a minimum of 14 ft. vertical clearance under all trees. This work is subsidiary.

ITEM 105 – REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT

Existing typical is based on information available. This typical may not account for all maintenance work such as overlays or pavement repairs. A change in material type or thickness does not warrant additional payment. Payment is full compensation for removing all material to the depth specified.

ITEM 110 – EXCAVATION

The Engineer will define unsuitable material.

ITEM 132 – ALL EMBANKMENT

The Engineer will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6 in. below existing grade. Embankment areas will be inspected prior to beginning work.

Rock or broken concrete produced by the project is allowed in earth embankments. The size of the rock or broken concrete will not exceed the layer thickness requirements in Section 132.3.4., "Compaction Methods." The material will not be placed vertically within 5 ft. of the finished subgrade elevation.

ITEM 160 - TOPSOIL

Off-site topsoil will have a minimum PI of 25.

No Sandy Loam allowed.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources. Construct topsoil stockpiles of no more than five (5) feet in height.

It is permissible to use topsoil dikes for erosion control berms within the right of way, as directed.

Seed or track slopes within 14 days of placement.

Salvage topsoil from sites of excavation and embankment. Maximum salvage depth is 6 inches.

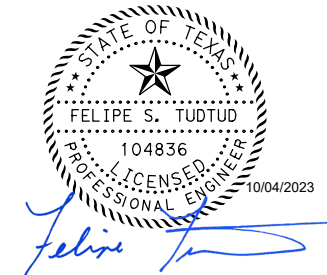
Windrowing of topsoil obtained from the Right of Way (ROW) is not allowed.

ITEM 168 – VEGETATIVE WATERING

Water all areas of project to be seeded or sodded. Watering is subsidiary to pay item 164 seeding for revegetation.

General Notes


Sheet D



NO.	DATE	REVISION	APPROVED

HDR

HDR
 Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900



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ROGER HANKS

GENERAL NOTES

SHEET 2 OF 5

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
			RH
GRAPHICS AT	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
			454

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 PENTABLE: 10338078.tbl
 DATE: 10/4/2023
 TIME: 8:11:22 AM
 SCALE: 1:1

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until grass is 1.5 inches high with 70% coverage.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used will be as directed and will be based on prevailing weather conditions to maintain the seedbed.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 204 – SPRINKLING

Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

ITEM 216 - PROOF ROLLING

Correct and perform "Proof Rolling" retest at the Contractor's expense, to the satisfaction of the Engineer, when initial "Proof Rolling" yields a failing result.

ITEM 247 - FLEXIBLE BASE

The layer thickness will be 6 in. max unless shown on the plans. Placing in a single layer is allowed when total thickness of base is 8 in. or less. When placed in multiple layers, compact the bottom and middle layers to at least 95% and 98% of the maximum dry density, respectively. When placed in a single layer or the final layer, compact to at least 100%.

Correction of subgrade soft spots is subsidiary.

Complete per plans the subgrade, ditches, slopes, and drainage structures prior to the placement of base.

Do not use a vibratory roller to compact base placed directly on top of a drainage structure.

ITEMS 260 THRU 276 – SUBGRADE TREATMENTS AND BASE

Use ordinary compaction for subgrade treatment.

Three weeks prior to treatment, provide a sample of soil or flexible base to be treated.

ITEM 260 - LIME TREATMENT (ROAD-MIXED)

For sulfate content greater than 3000 ppm, mix in an additional 4.0% points above optimum moisture after initial mixing and prior to mellow.

If the sulfate content is greater than 7000 ppm, do not treat. Undercut the unsuitable material to the depth per bid item for lime treatment and replace unsuitable material in accordance with Item 110. Payment will be made in accordance with Item 110.

General Notes

Sheet E

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

ITEM 300s – SURFACE COURSES AND PAVEMENTS

Asphalt season is May 1 thru September 15. The latest work start date for asphalt season is August 1.

ITEM 310 – PRIME COAT

Apply blotter material to all driveways and intersections. This work is subsidiary.

When Multi Option is allowed, provide MC 30, EC 30 or AE-P.

Rolling to ensure penetration is required.

ITEM 320 - EQUIPMENT FOR ASPHALT CONCRETE PAVEMENT

Use of motor grader is allowed for placement of mixtures greater than 10 inches from the riding surface, when hot-mix is used in lieu of flexible base, or as allowed.

ITEM 3076 THRU 3082 - HOT-MIX ASPHALT PAVEMENT

Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.

Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Saw cut the existing pavement at the butt joints. This work is subsidiary.

Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.

Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a JMF before production of the new JMF.

Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar.

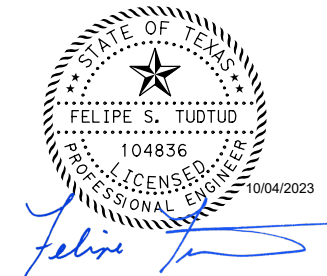
Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire subplot if the irregularities are greater than 40% of the subplot area.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same mix, the QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.

General Notes


Sheet F



NO.	DATE	REVISION	APPROVED

HDR

HDR
 Firm Registration No. F-754
 710 Heisters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900



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DRIPPING SPRINGS
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ROGER HANKS

GENERAL NOTES

SHEET 3 OF 5

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
			RH
GRAPHICS			
AT	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
			455

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 SCALE: 1:1

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.
No RAS is allowed in surface courses.

Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.

The Hamburg Wheel Test will have a minimum rut depth of 3mm except for SMA with HPG or PG 76.

ITEM 3076 - DENSE-GRADED HOT-MIX ASPHALT

Use the SGC for design and production testing of all mixtures. Design all Type D mixtures as a surface mix, maximum 15% RAP and no RAS. Contractor may not use a substitute PG binder for 76-22. When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

ITEM 432 - RIPRAP

Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans. Fiber reinforcement is not allowed. GFRP is allowed reinforcement for all applications.

SGT approach taper will be seeded and graded at 10:1 or flatter per MBGF (MOW STRIP) standard and considered subsidiary to pertinent items. Placement will be ordinary compaction and does not require placement using an asphalt paver.

ITEM 465 - JUNCTION BOXES, MANHOLES, AND INLETS

Construct cast-in-place reinforced concrete apron as shown in the standards. This work is subsidiary.

Backfill shall use cohesionless material per Item 400 or flowable fill if width between structure and extent of excavation is 2 ft. or less. This is subsidiary.

ITEM 467 - SAFETY END TREATMENT

Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all metal field cuts or exposed reinforcement with asphalt paint.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Cover, relocate, or remove existing signs that conflict with traffic control. This work is subsidiary.

Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until

General Notes

Sheet G

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Place a 28-inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

Install, maintain, remove control measures in areas of the right of way utilized by the Contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Erosion control measures must be initiated immediately in areas where construction activities have ceased and will not resume for a period exceeding 14 calendar days. Vertical track all exposed soil, stockpiles, and slopes. Re-track after each rain event or every 14 days, whichever occurs first. Sheep foot roller is allowed for vertical tracking. This work is subsidiary.

Unless a specific pay item is provided in the plans, the installation of the 6:1 or flatter for RFD side slopes in the safety zone will be subsidiary to pertinent bid items.

ITEMS 528, 529, 530, 531, & 536 - MISCELLANEOUS CONSTRUCTION

Reinforcement will be in accordance with Section 432.3.1 unless shown on the plans. Fiber reinforcement is not allowed. GFRP is allowed reinforcement for all applications. Class A and B Concrete are allowed to use Coarse Aggregate Grades 1-8.


Unless shown on the plans, all concrete will be 5 in. thick and have 2 in. sand, base, or RAP bedding. Furnish base meeting the requirement for any type or grade in accordance with Item 247. Compressive strengths for flexible base are waived. RAP must be 100% passing a 1 in. sieve. Bedding and flexible base must be placed using ordinary compaction.

Expansion joints will be placed every 40 ft. Expansion joints must be 1 in. wide asphalt board and flush with the surface. The bottom of the asphalt board will be at half the depth of the concrete. The reinforcement will be continuous thru the expansion joint.


Sidewalk cross slope must not exceed 1.5%.

General Notes


Sheet H



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710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
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ROGER HANKS
GENERAL NOTES

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
			RH
GRAPHICS AT	STATE	DISTRICT	COUNTY
	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB

SHEET 4 OF 5

456

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DATE: 10/4/2023
TIME: 8:11:34 AM
SCALE: 1:1

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

If roots are encountered verify with the Engineer before accommodating or removing 2 in. diameter or larger roots. Root removal must be in accordance with Section 752.4.2. Roots may remain in the bedding or base. For improvements within 6 in. of a root, the concrete thickness may be reduced by 1 in. and the bedding increased by 1 in. to minimize impacts to the roots. Adjust bedding and surface profile to provide a 1 in. bedding cushion around the roots. The surface profile may be adjusted to the extent allowed by ADA. This work is subsidiary.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

Notify property owners at least 48 hr. before beginning work on their driveway. Provide a list of each notification and contact before each closure. Only close driveways for reconstruction if duration and alternate access are approved. Install and maintain material across a work zone as temporary access. This work is subsidiary.
 For CONC, the pavement structure will be 6 in. thick and have 3 in. flexible base bedding unless detailed on the plans.

ITEMS 540, 542, & 544 - METAL BEAM GUARD FENCE AND GUARDRAIL END TREATMENTS

Furnish round timber posts for guard fence. Stake the locations for approval before installation. Adjust the limits of the fence to meet field conditions. Install delineators before opening the road to traffic.

Remove, replace, and install mow strip block out material. Construct new block outs and backfill unused block outs with class B concrete. This work is subsidiary.

Repair of mow strip damage, not caused by contractor negligence, and installation of new mow strip will be paid with appropriate bid items. Backfill and shoulder up of area around fence and mow strip will be paid using embankment item.

ITEMS 600s & 6000s – SIGNING AND MARKINGS

Meet the requirements of the Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. Notify the Engineer if existing elements to remain do not meet code or specification.

ITEM 658 – DELINEATOR AND OBJECT MARKER ASSEMBLIES

Installation and maintenance of portable CTB reflectors will be subsidiary to the barrier.

Flexible posts YFLX and WFLX must be tubular in shape. The “flat” flexible posts are not allowed.

ITEM 752 – TREE AND BRUSH REMOVAL

Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush even if Item 752 is not included as a pay item.

General Notes

Sheet I

Project: Roger Hanks Parkway
County: Hays

Sheets: 6-10

Flailing equipment is not allowed. Burning brush is not allowed in urban areas or on ROW. Use hand methods or other means of removal if doing work by mechanical methods is impractical.

Prior to begin tree pruning, send email confirmation to the Engineer that training and demonstration of work methods has been provided to the employees. This work is subsidiary.

Shredded vegetation may be blended, at a rate not to exceed 15 percent by volume, with Item 160 if the maximum dimension is not greater than 2 in.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 2 PCMS. Provide a replacement within 12 hours. PCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

Place PCMS 10 calendar days prior to begin work stating “Road Work Begin Soon, Contact 832-7000 For Info”.

Place PCMS at time of LCN request. Place the PCMS at the expected end of queue caused by the closure. When the closure is active, revise the message to reflect the actual condition during the closure, such as “RIGHT LN CLOSED XXX FT”.

ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

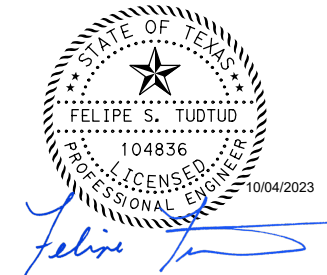
The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.



The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the work. TMA/TAs paid by the day is full compensation for all worksite locations during an entire day.

TMA/TAs used to protect damaged attenuators will be paid by the day using the force account item for the repair.

General Notes

Sheet J



NO.	DATE	REVISION	APPROVED
 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> HDR Firm Registration No. F-754 710 Hesters Crossing, Suite 150 Round Rock, Texas 78681 512.685.2900 </div>			
 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> THE CITY OF DRIPPING SPRINGS TEXAS © 2023 </div>			
ROGER HANKS GENERAL NOTES			
SHEET 5 OF 5			
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS			RH
AT	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
			457

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 SCALE: 1:1

SUMMARY OF TRAFFIC CONTROL QUANTITIES

LOCATION	0500	0502	6001	6185
	6001	6001	6002	6002
	MOBILIZATION	BARRICADES, SIGNS AND TRAFFIC HANDLING	PORTABLE CHANGEABLE MESSAGE SIGN	TMA (STATIONARY)*
LS	MO	EA	DAY	
DETOUR PLAN	1	4	2	5
PROJECT TOTALS	1	4	2	5

* TMA WILL ONLY BE PAID FOR ON AN AS-NEEDED BASIS. THE USE OF TMA SHALL BE APPROVED BY THE ENGINEER.

SUMMARY OF REMOVAL QUANTITIES

LOCATION	0100	0105	0496
	6002	6015	6004
	PREPARING ROW	REMOVING STAB BASE & ASPH PAV (8"-10")	REMOV STR (SET)
STA	SY	EA	
REMOVAL LAYOUT	4	815	1
PROJECT TOTALS	4	815	1

SUMMARY OF SHANE LANE EARTHWORK QUANTITIES

STATION	0110	0132
	6001	6003
	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)
(CY)	(CY)	
101+61	0	0
101+75	0	2
102+00	7	8
102+25	8	5
102+50	2	0
102+75	2	0
103+00	1	0
103+10	15	0
103+25	43	1
103+50	72	12
103+75	75	10
104+00	74	0
104+25	75	1
104+50	90	2
104+54	17	0
104+75	77	5

SUMMARY OF SHANE LANE EARTHWORK QUANTITIES CON'T

STATION	0110	0132
	6001	6003
	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)
(CY)	(CY)	
105+00	82	6
105+25	89	2
105+37	46	0
105+50	52	0
105+56	25	0
105+75	80	0
105+94	85	0
106+00	29	0
106+25	115	0
106+50	101	0
106+75	86	0
106+80	15	0
TOTAL	1,363	54

SUMMARY OF SIDEWALK EARTHWORK QUANTITIES

STATION	0110	0132
	6001	6003
	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)
(CY)	(CY)	
10+00	0	0
10+25	75	3
10+50	34	3
10+75	1	1
11+00	1	0
11+25	1	0
11+39	1	0
TOTAL	113	7

SUMMARY OF CULVERT 01 DITCH GRADING EARTHWORK QUANTITIES

STATION	0110	0132
	6001	6003
	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)
(CY)	(CY)	
10+81	0	0
11+00	11	0
11+25	7	0
11+50	4	0
11+75	1	0
11+92	0	0
TOTAL	23	0

SUMMARY OF ROADWAY QUANTITIES

LOCATION	0110	0132	0247	0260	0260	0432	0464	0465	0467	0529	0530	0531	0540	0544	3076	5001
	6001	6003	6053	6002	6073	6045	6005	6560	6390	6038	6004	6002	6001	6001	6072	6002
	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)	FL BS (CMP IN PLC) (TYD GR1-2) (FNAL POS)	LIME (HYDRATED LIME (SLURRY))	LIME TRT (SUBGRADE) (8")	RIPRAP (MOW STRIP) (4 IN)	RC PIPE (CL III) (24 IN)	INL (CMP) (PAZ D-CZ) (FG) (4FTX4FTX4FT)	SET (TY II) (24 IN) (RCP) (4:1) (C)	CONC CURB (RIBBON)	DRIVEWAYS (CONC)	CONC SIDEWALKS (5")	MTL W-BEAM GD FEN (TIM POST)	GUARDRAIL END TREATMENT (INSTALL)	D-GR HMA TY-D PG 76-22 (EXEMPT)	GEOGRID BASE REINFORCEMENT (TY II)
CY	CY	CY	TON	SY	CY	LF	EA	EA	EA	LF	SY	SY	LF	EA	TON	SY
ROADWAY PLAN AND PROFILE																
SHEET 1 OF 2	640	52	106	11	519	10	41	1	-	183	-	79	150	1	46	519
SHEET 2 OF 2	723	2	110	12	546	9	135	1	-	207	-	-	100	1	44	546
DRIVEWAY AND SIDEWALK PLAN AND PROFILE	113	7	-	-	-	-	-	-	-	-	45	72	-	-	-	-
CULVERT 01 LAYOUT	23	-	-	-	-	-	29	-	1	-	-	-	-	-	-	-
PROJECT TOTALS	1,499	61	216	23	1,065	19	205	2	1	390	45	151	250	2	90	1,065

REFER TO ABOVE TABLE FOR STATION BREAK OUT.



SUMMARY OF SW3P QUANTITIES

LOCATION	0160	0164	0164	0166	0168	0432	0506	0506	0506	0506	0506	0506
	6003	6007	6071	6002	6001	6002	6002	6011	6020	6024	6038	6039
	FURNISHING AND PLACING TOPSOIL (4")	BROADCAST SEED (URBAN) (CLAY)	BROADCAST SEED (TEMP) (WARM OR COOL)	FERTILIZER	VEGETATIVE WATERING	RIPRAP (CONC) (5 IN)	ROCK FILTER DAMS (INSTALL) (TY 2)	ROCK FILTER DAMS (REMOVE)	CONSTRUCTION EXITS (INSTALL) (TY 1)	CONSTRUCTION EXITS (REMOVE)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)
SY	SY	SY	TON	MG	CY	LF	LF	SY	SY	LF	LF	
SW3P LAYOUT												
SHEET 1 OF 2	1,760	1,760	1,760	0.1	18	8	70	70	78	78	1,164	1,164
SHEET 2 OF 2	73	73	73	0.1	1	-	-	-	-	-	130	130
PROJECT TOTALS	1,833	1,833	1,833	0.2	19	8	70	70	78	78	1,294	1,294

** FOR CONTRACTOR INFORMATION ONLY, SUBSIDIARY TO PAY ITEM 164.

SUMMARY OF SIGNING AND PAVEMENT MARKING QUANTITIES

LOCATION	0658
	6016
	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (B1)
EA	
SIGNING AND PAVEMENT MARKING PLAN	6
PROJECT TOTALS	6

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ROGER HANKS SUMMARY OF QUANTITIES			
SHEET 1 OF 1			
DESIGN SJ	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS KB	STATE	DISTRICT	RH
CHECK JC	TEXAS	AUS	SHEET NO.
CHECK JC	CONTROL	SECTION	458
		JOB	

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 DATE: 10/04/2023
 TIME: 8:13:51 AM
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TRAFFIC CONTROL PLAN GENERAL NOTES:

1. INSTALL ALL SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES AS SHOWN AND IN ACCORDANCE WITH THE STANDARD BC SHEETS AND AS DIRECTED. SIGNS MAY BE ADJUSTED DUE TO FIELD CONDITIONS AND SAFETY TO THE TRAVELING PUBLIC.
2. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE LATEST EDITION OF THE TEXAS "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (TMUTCD), AND SHALL BE MAINTAINED AS DIRECTED BY THE ENGINEER. ADDITIONAL GUIDELINES FOR TRAFFIC CONTROL DEVICES MAY BE FOUND IN THE TMUTCD.
3. ADDITIONAL SIGNS, BARRICADES, OR TRAFFIC CONTROL DEVICES OTHER THAN THOSE SPECIFIED MAY BE REQUIRED FOR THE SAFE MOVEMENT OF TRAFFIC THROUGH THE PROJECT. PAYMENT FOR ALL SUCH SIGNS, BARRICADES, OR TRAFFIC CONTROL DEVICES WILL BE CONSIDERED SUBSIDIARY TO THE ITEM 502, "BARRICADES, SIGNS AND TRAFFIC HANDLING".
4. WORK SITES WILL BE CAREFULLY MONITORED TO ENSURE THAT TRAFFIC CONTROL MEASURES ARE OPERATING EFFECTIVELY AND THAT ALL DEVICES USED ARE CLEARLY VISIBLE, CLEAN, AND IN GOOD REPAIR.
5. ACCESS TO ALL PRIVATE PROPERTY SHOULD TO THE GREATEST EXTENT POSSIBLE BE MAINTAINED AT ALL TIMES AND ALL WEATHER CONDITIONS AT THE SOLE EXPENSE OF THE CONTRACTOR. CONTACT THE PROPERTY OWNER AT LEAST 5 DAYS IN ADVANCE OF DRIVEWAY CONSTRUCTION. IF THE PROPERTY OWNER HAS MORE THAN ONE DRIVEWAY, CONSTRUCTION WILL ONLY BE PERMITTED ON ONE DRIVEWAY AT A TIME. DRIVEWAY GRADES DURING CONSTRUCTION SHOULD NOT EXCEED 15%. ADJUST CONSTRUCTION ACTIVITIES ACCORDINGLY TO NOT EXCEED MAXIMUM GRADE LIMITS. PROVIDE ADEQUATE TEMPORARY SURFACING FOR TRANSITIONS BETWEEN PAVEMENT ELEVATIONS FOR ALL DRIVEWAYS.
6. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A DETAILED SCHEDULE OF WORK TO THE PROJECT ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION WHICH GENERALLY CONFORMS TO THE SEQUENCE SHOWN ON THE TCP SEQUENCE OF OPERATION.
7. COMPLETE ALL WORK ON THE PROJECT AS SHOWN ON THE VARIOUS PLAN SHEETS AND IN COMPLIANCE WITH THE GENERAL NOTES OF THIS CONTRACT.
8. ANY REQUEST TO ALTER THE SEQUENCE OF OPERATION OR TRAFFIC CONTROL PLAN WILL BE SUBMITTED TO THE ENGINEER FOR HIS WRITTEN APPROVAL.
9. NO EQUIPMENT OR MATERIALS SHALL BE STORED WITHIN THE CLEAR ZONE UNLESS OTHERWISE APPROVED.

SEQUENCE OF OPERATION


1. SET PROJECT BARRICADES AND DETOUR SIGNAGE.
2. INSTALL REQUIRED TEMPORARY EROSION CONTROL DEVICES, AS DIRECTED.
3. CONSTRUCT NEW DRAINAGE AND ROADWAY.
4. PLACE PERMANENT DELINEATORS.
5. COMPLETE ALL OTHER WORK AS SHOWN ON THE PLANS.
6. CLEAN UP PROJECT AND REMOVE TEMPORARY EROSION CONTROL DEVICES, PROJECT BARRICADES, AND DETOUR SIGNAGE.

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 PENTABLE: 10338078.tbl
 DATE: 10/04/2023
 TIME: 8:13:53 AM
 SCALE: 1:1




Felipe Tudtud

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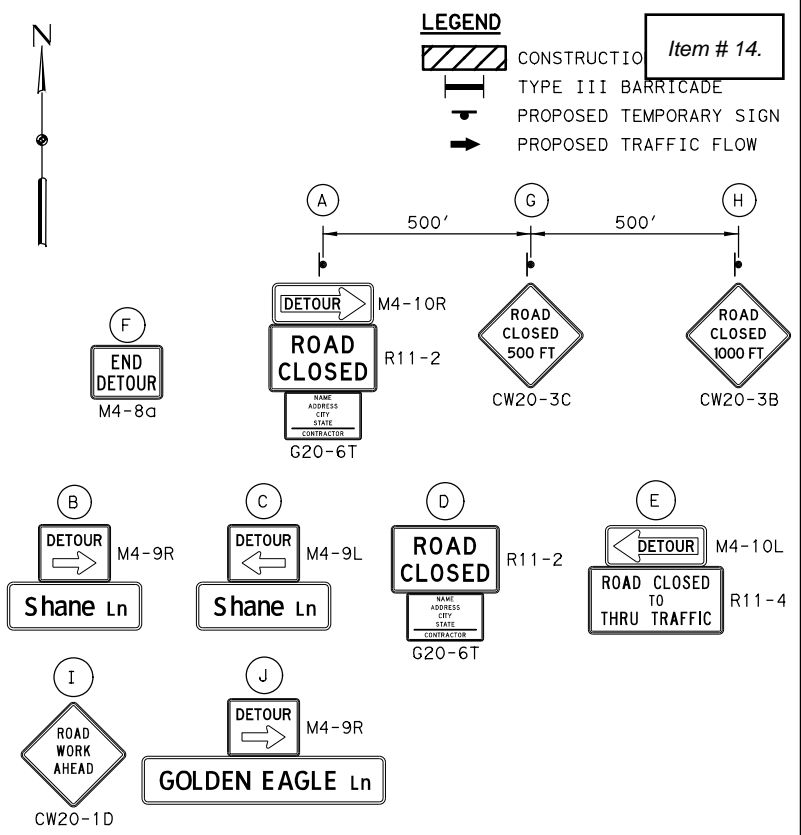
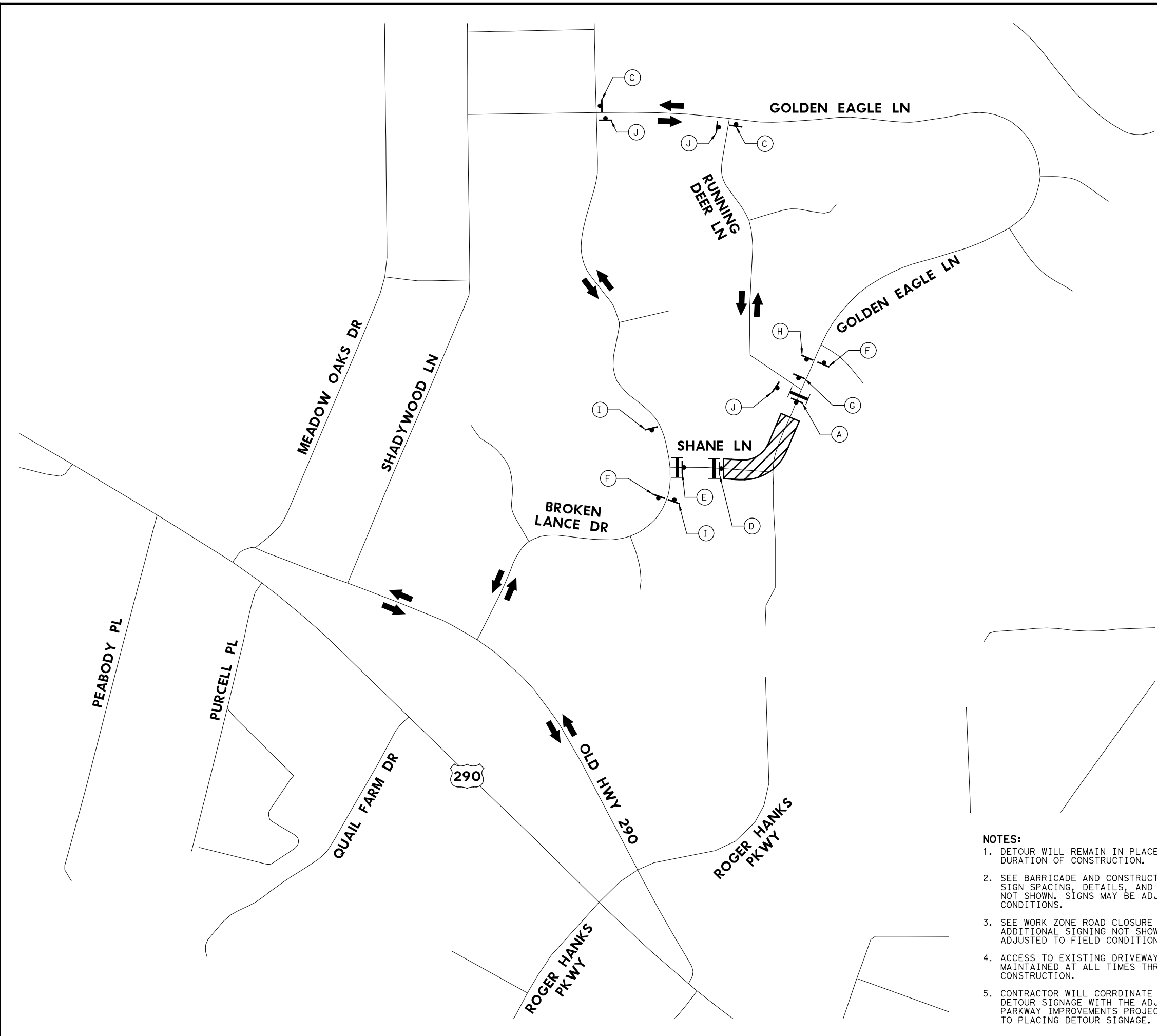
ROGER HANKS

**TRAFFIC CONTROL AND
SEQUENCE OF CONSTRUCTION**

SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
SJ			RH
GRAPHICS			
KB	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
JC			459

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- NOTES:**
1. DETOUR WILL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.
 2. SEE BARRICADE AND CONSTRUCTION STANDARDS FOR SIGN SPACING, DETAILS, AND ADDITIONAL SIGNING NOT SHOWN. SIGNS MAY BE ADJUSTED TO FIELD CONDITIONS.
 3. SEE WORK ZONE ROAD CLOSURE DETAILS FOR ADDITIONAL SIGNING NOT SHOWN. SIGNS MAY BE ADJUSTED TO FIELD CONDITIONS.
 4. ACCESS TO EXISTING DRIVEWAYS WILL BE MAINTAINED AT ALL TIMES THROUGHOUT CONSTRUCTION.
 5. CONTRACTOR WILL CORRDINATE TRAFFIC CONTROL, DETOUR SIGNAGE WITH THE ADJACENT ROGER HANKS PARKWAY IMPROVEMENTS PROJECT CONTRACTOR PRIOR TO PLACING DETOUR SIGNAGE.

Felipe S. Toldtud

NO.	DATE	REVISION	APPROVED

HDR
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 710 Heisters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900

THE CITY OF
DRIPPING SPRINGS
 TEXAS © 2023

ROGER HANKS

DETOUR PLAN

SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
SJ				RH
GRAPHICS				SHEET NO.
KB	STATE	DISTRICT	COUNTY	
CHECK	TEXAS	AUS	HAYS	
JC	CONTROL	SECTION	JOB	460
JC				

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

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

WORKER SAFETY NOTES:

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

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

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

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

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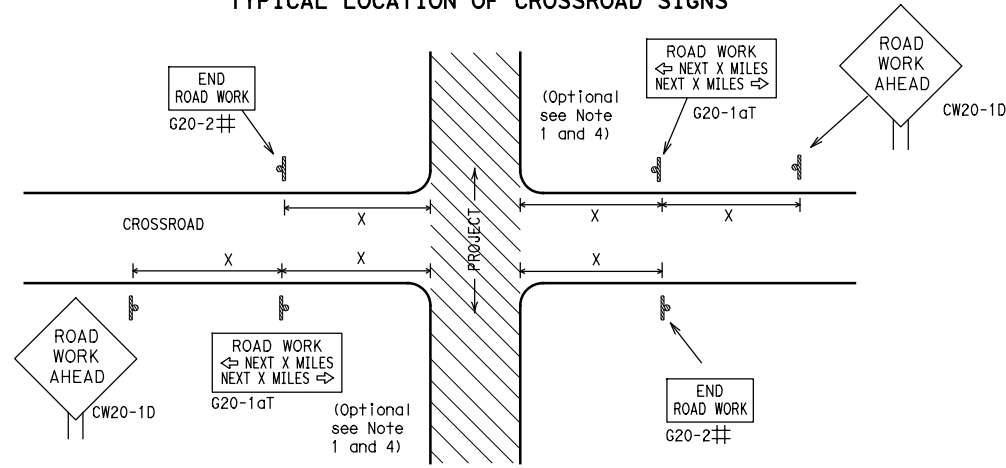
**BARRICADE AND CONSTRUCTION
 GENERAL NOTES
 AND REQUIREMENTS**

BC (1) -21

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© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
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		AUS	HAYS						

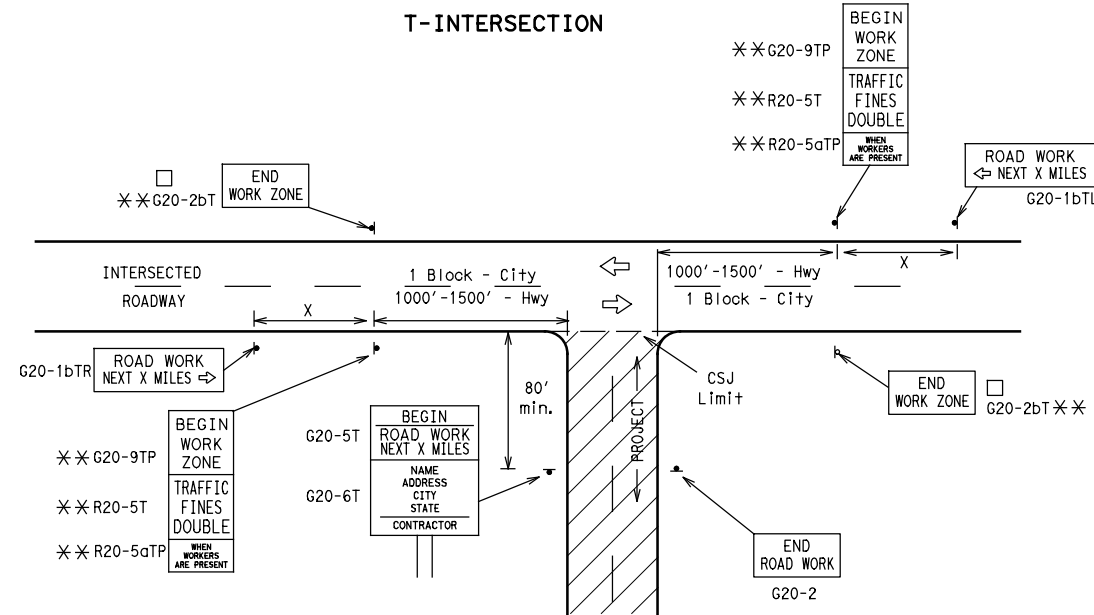
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TYPICAL LOCATION OF CROSSROAD SIGNS



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

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

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

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

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

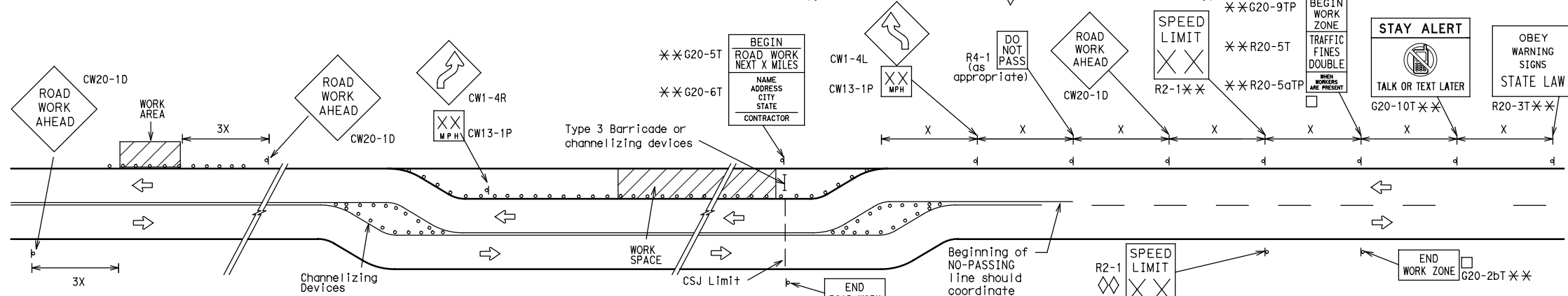
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

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

GENERAL NOTES

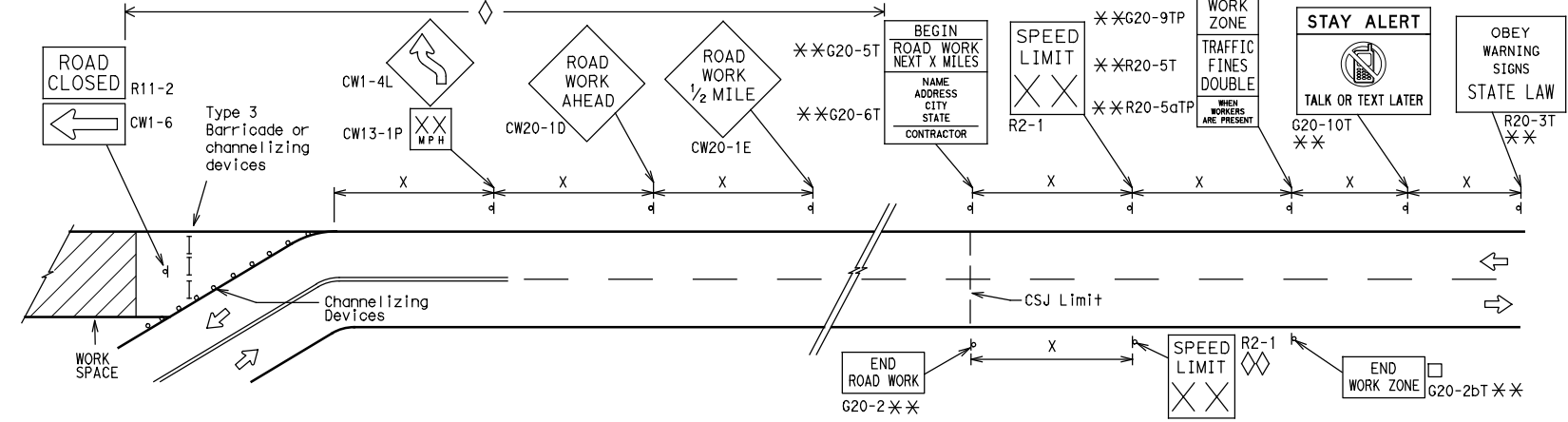
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be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

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

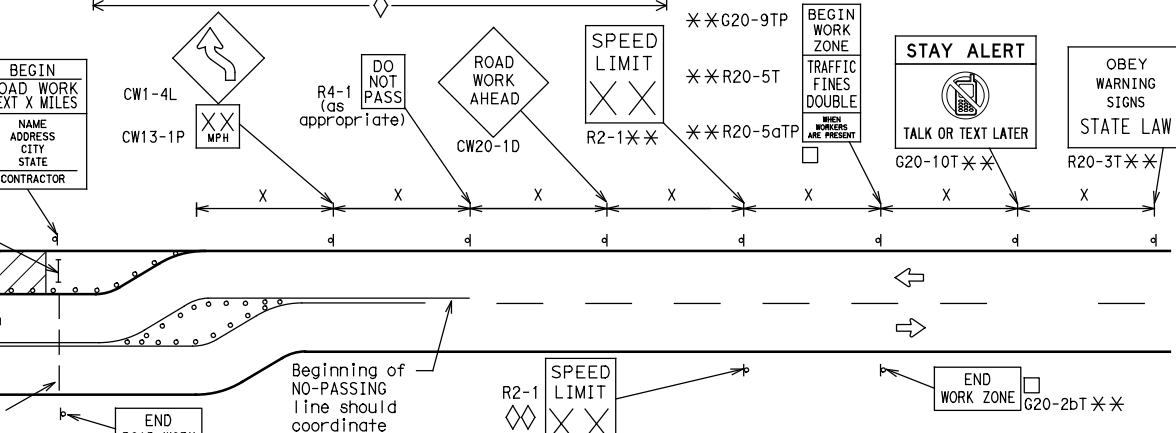


When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing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

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



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



NOTES

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

LEGEND

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

SHEET 2 OF 12



BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

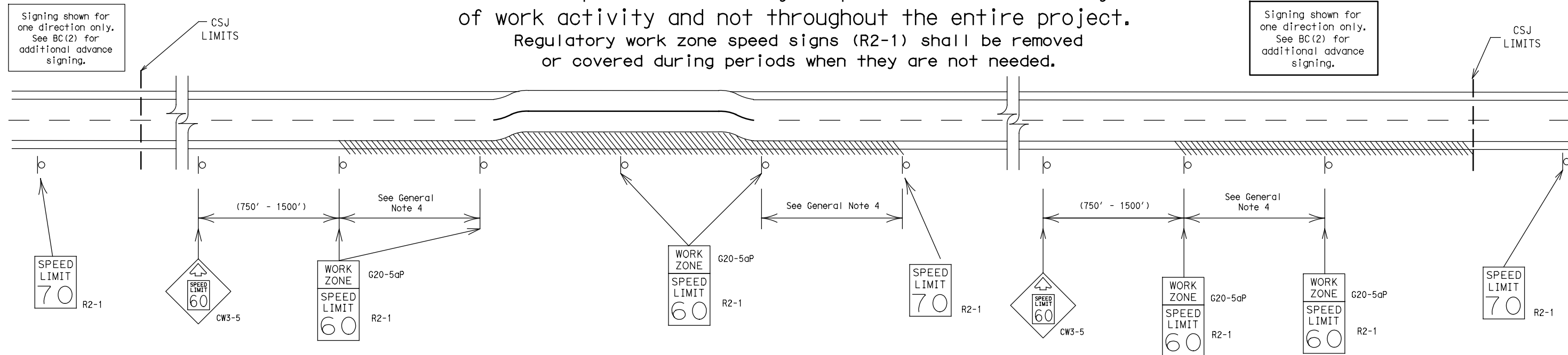
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© TxDOT November 2002	CONT	SECT	JOB	REVISIONS
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

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

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



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

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

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

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

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

SHORT TERM WORK ZONE SPEED LIMITS

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

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

GENERAL NOTES

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
 - 40 mph and greater 0.2 to 2 miles
 - 35 mph and less 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- Techniques that may help reduce traffic speeds include but are not limited to:
 - Law enforcement.
 - Flagger stationed next to sign.
 - Portable changeable message sign (PCMS).
 - Low-power (drone) radar transmitter.
 - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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SHEET 3 OF 12

Texas Department of Transportation

Traffic Safety Division Standard

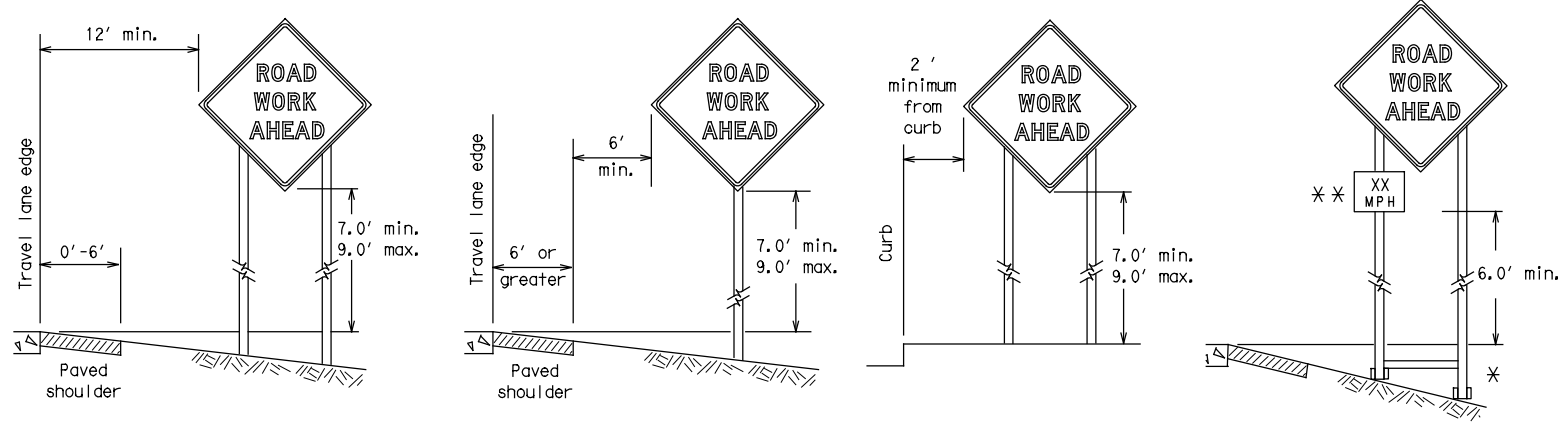
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC (3) -21

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© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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	DIST	COUNTY		
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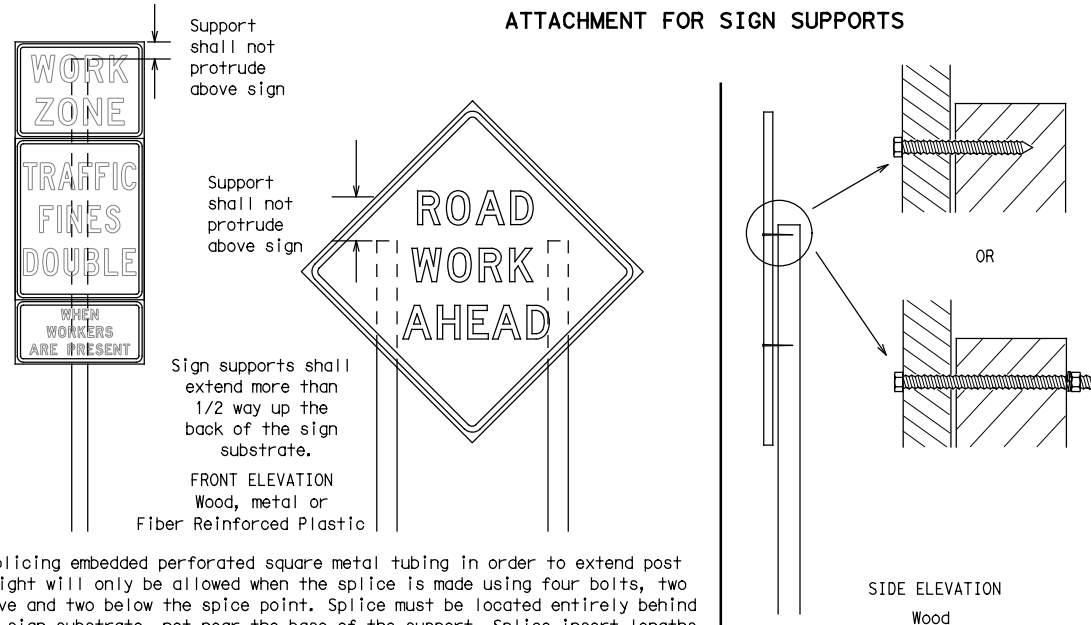
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



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

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

ATTACHMENT FOR SIGN SUPPORTS



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

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

Item # 14.

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

- The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
 - Long-term stationary - work that occupies a location more than 3 days.
 - Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - 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 bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
- 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.
- Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

- 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

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

REFLECTIVE SHEETING

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

SIGN LETTERS

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

REMOVING OR COVERING

- When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
- 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.
- When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
- 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

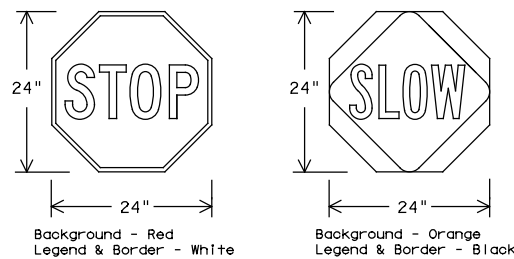
- Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
- The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects shall not 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

- 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.

STOP/SLOW PADDLES

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



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

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

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

SHEET 4 OF 12



BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

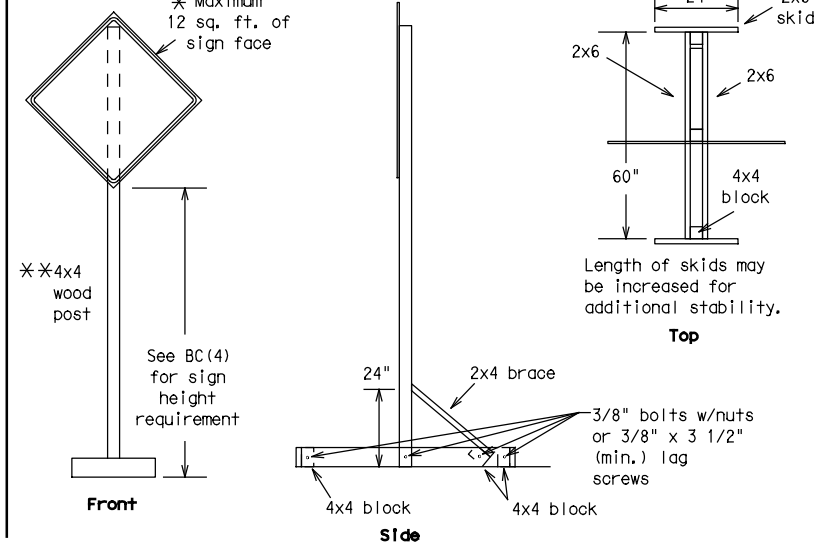
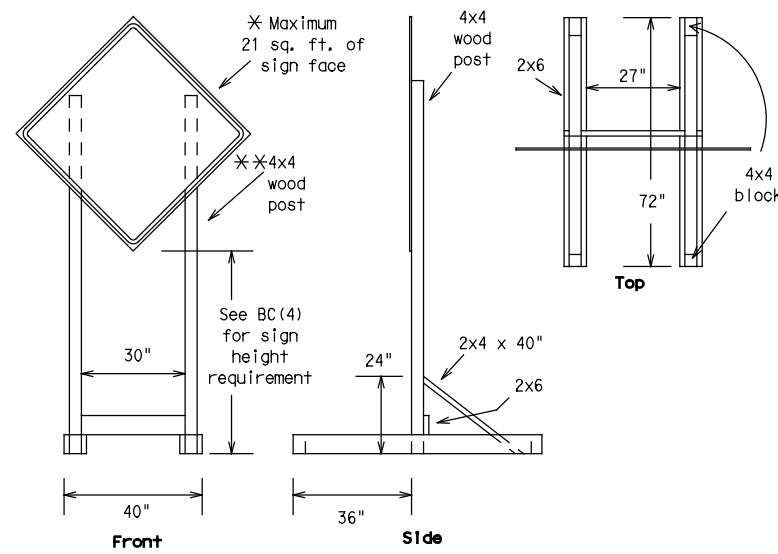
BC(4)-21

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© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
REVISIONS		DIST		COUNTY		464			
9-07	8-14								
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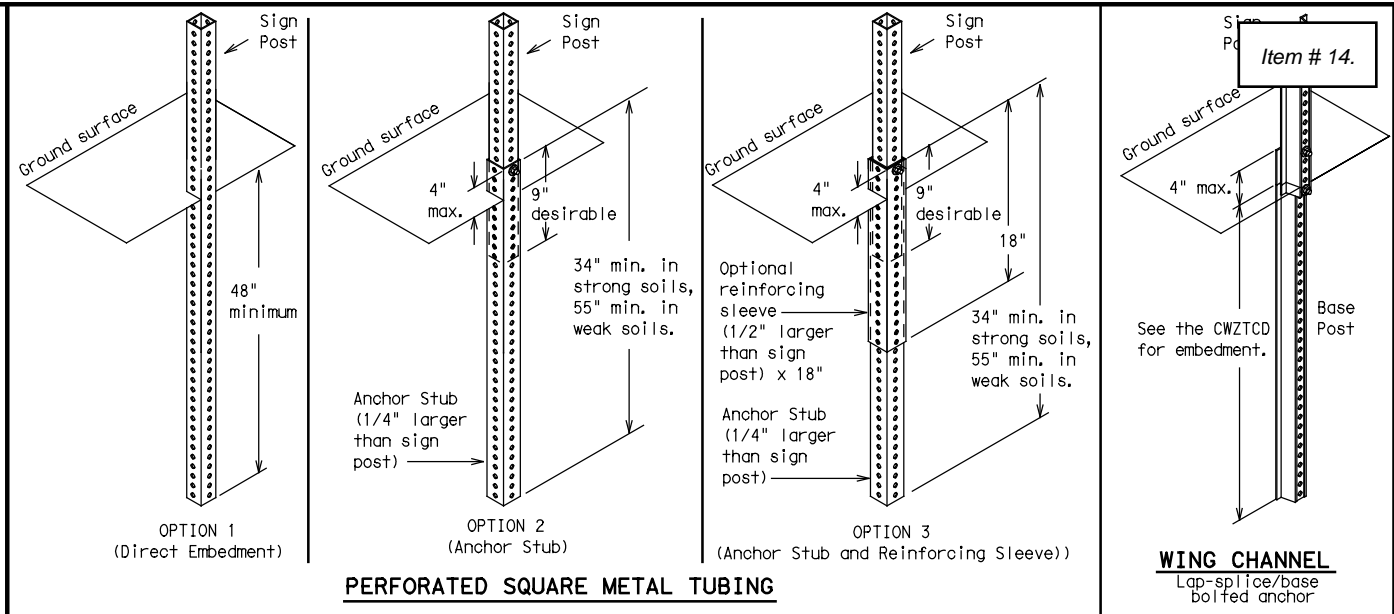
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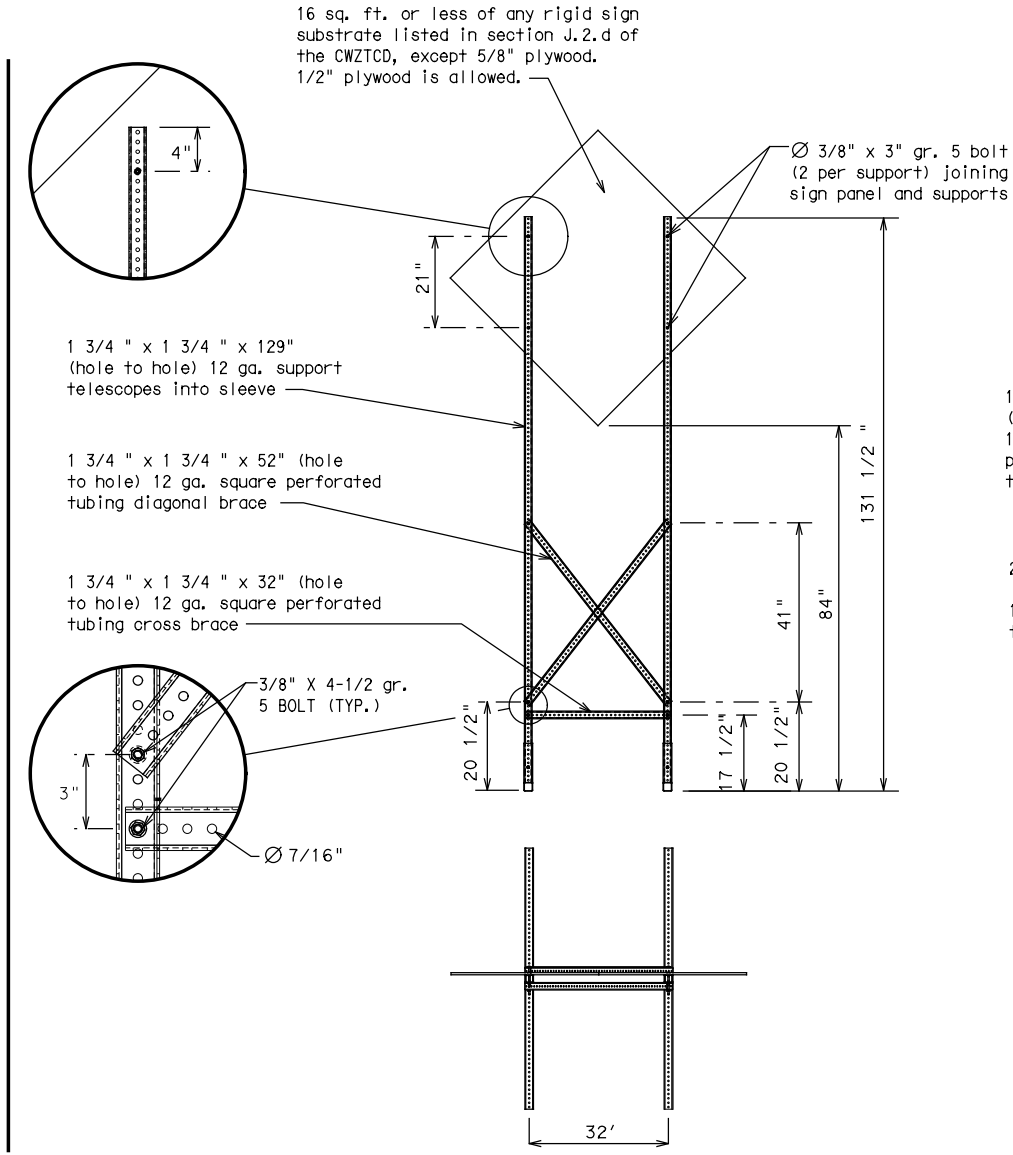
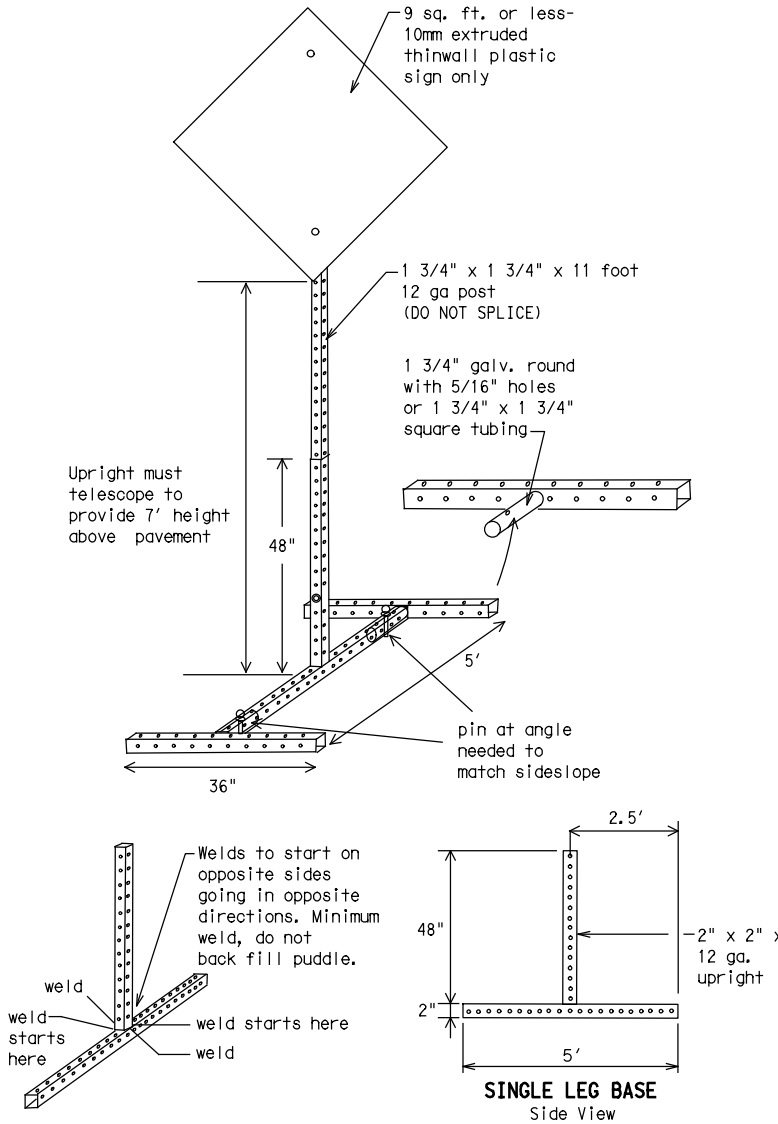
SKID MOUNTED WOOD SIGN SUPPORTS

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



GROUND MOUNTED SIGN SUPPORTS

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



SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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

WEDGE ANCHORS

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

OTHER DESIGNS

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

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

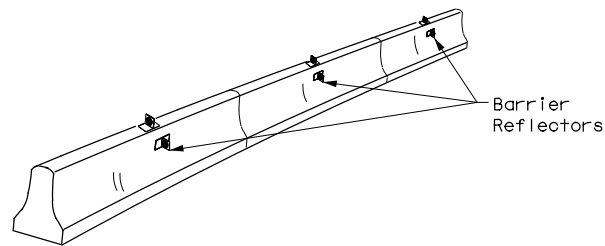
BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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	AUS	HAYS	8	

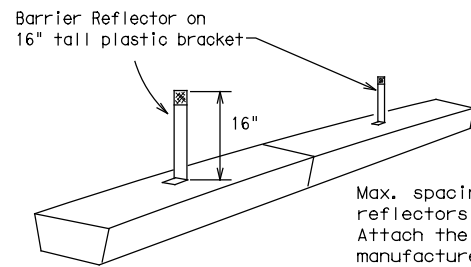
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- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors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



CONCRETE TRAFFIC BARRIER (CTB)

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

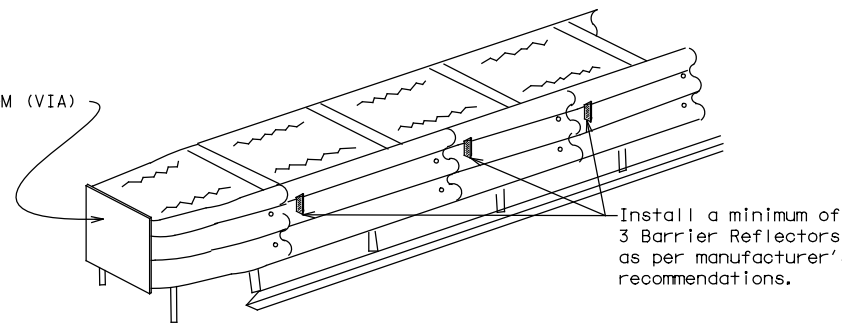


LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

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

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

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

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

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

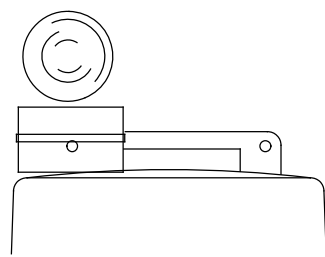
- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet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

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

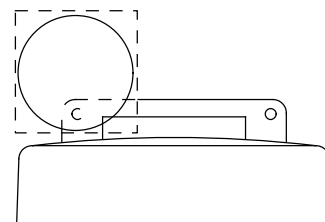
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing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

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

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



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

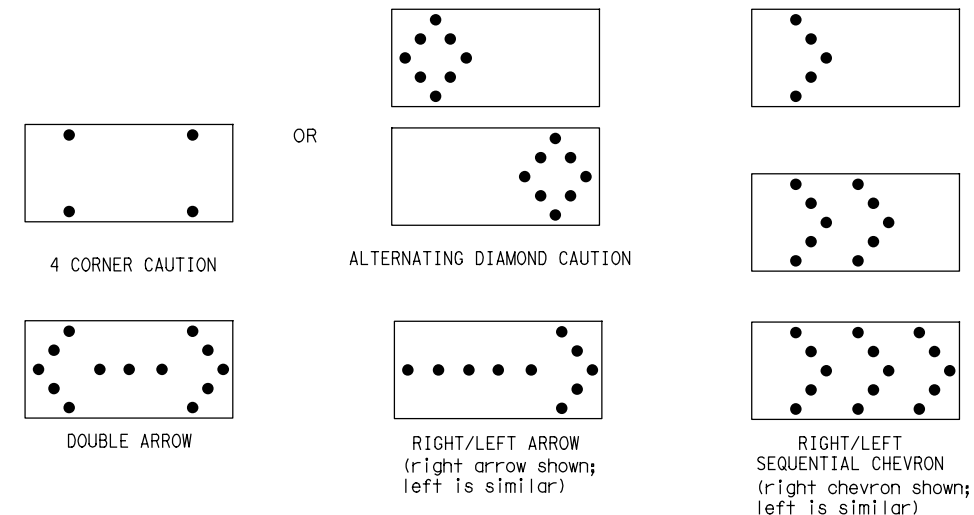


Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

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

Item # 14.

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



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

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

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

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

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

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



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

BC (7) -21

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GENERAL NOTES

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

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

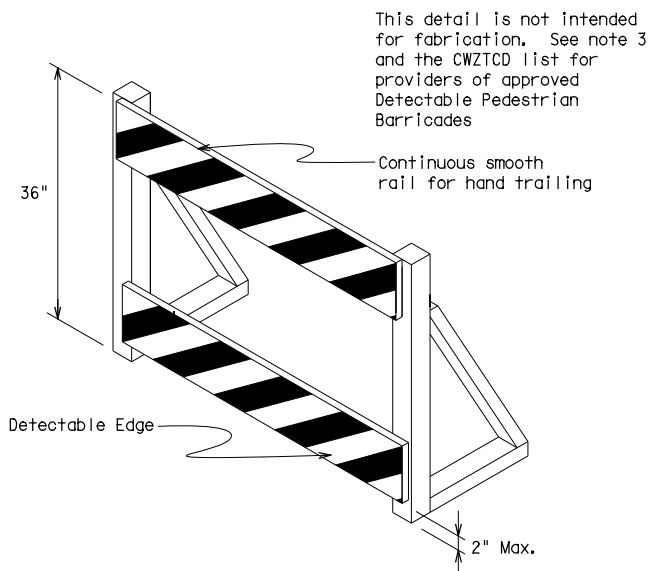
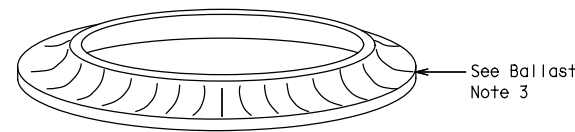
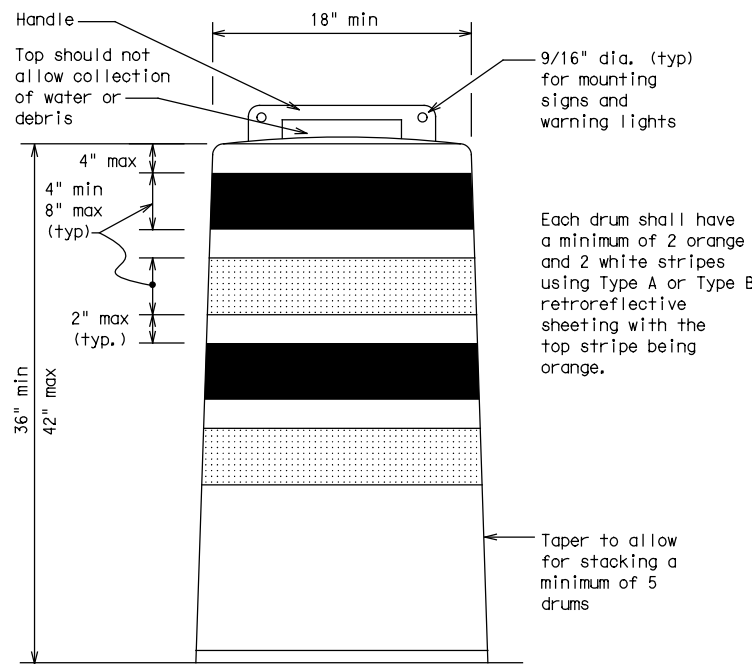
- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents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

RETROREFLECTIVE SHEETING

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

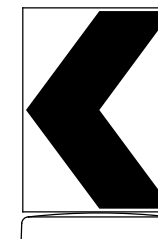
BALLAST

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

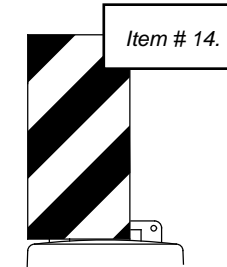


DETECTABLE PEDESTRIAN BARRICADES

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



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



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

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

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

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

SHEET 8 OF 12

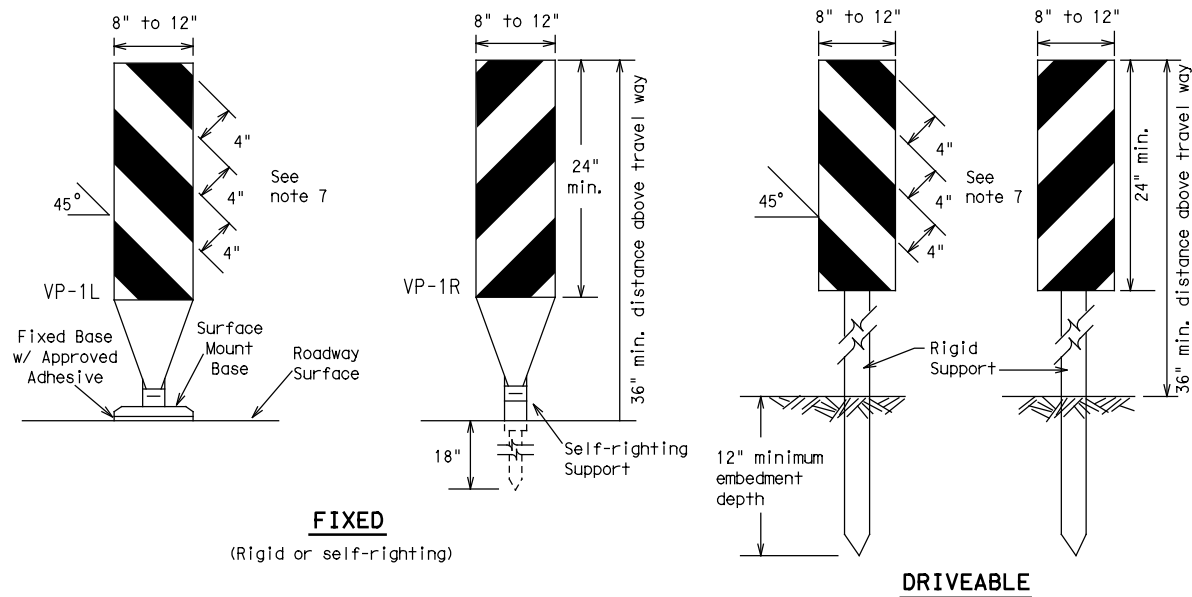


BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-21

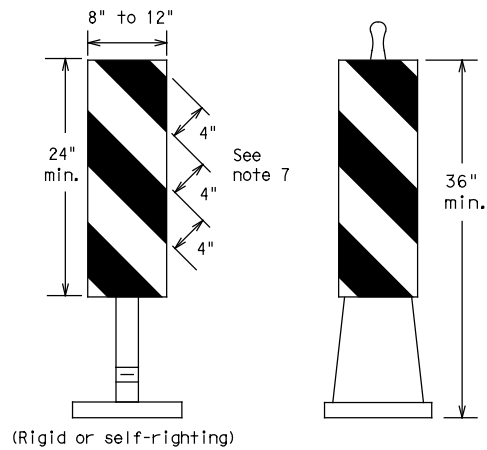
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FIXED
(Rigid or self-righting)

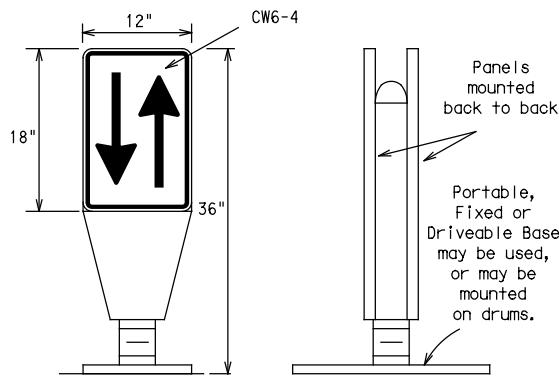
DRIVEABLE



PORTABLE

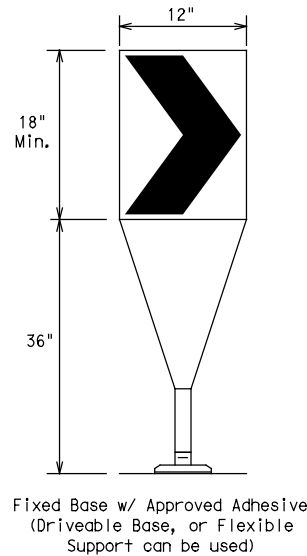
VERTICAL PANELS (VPs)

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



OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

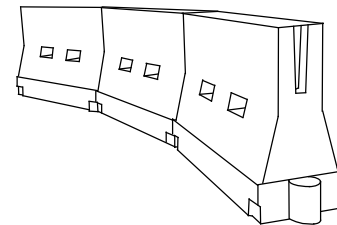
- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base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



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

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

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

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

WATER BALLASTED SYSTEMS USED AS BARRIERS

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

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

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

GENERAL NOTES

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

Item # 14.

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

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

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (9) -21

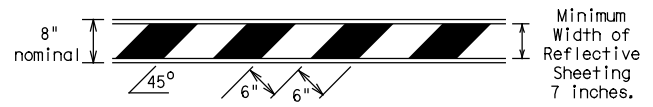
FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14				468
7-13 5-21	DIST	COUNTY		
	AUS	HAYS		21

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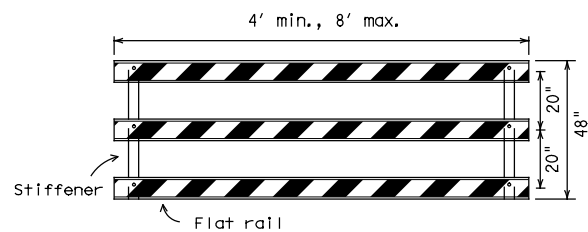
TYPE 3 BARRICADES

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

Barricades shall NOT be used as a sign support.

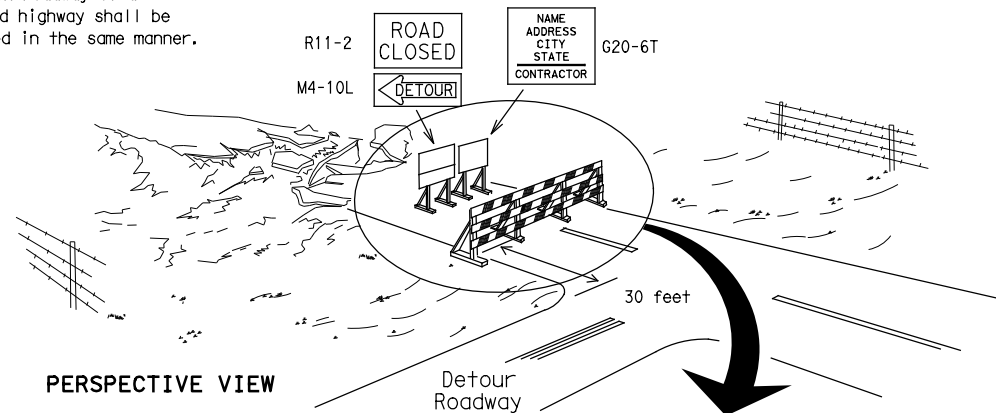


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



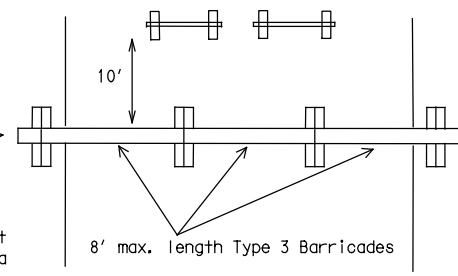
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

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



PERSPECTIVE VIEW

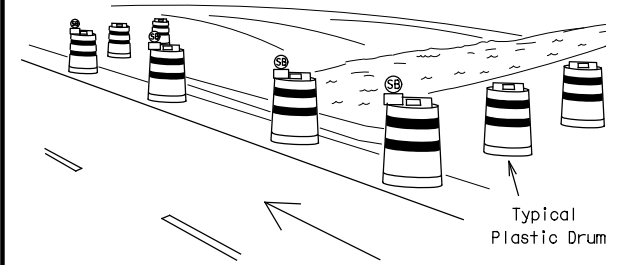
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.



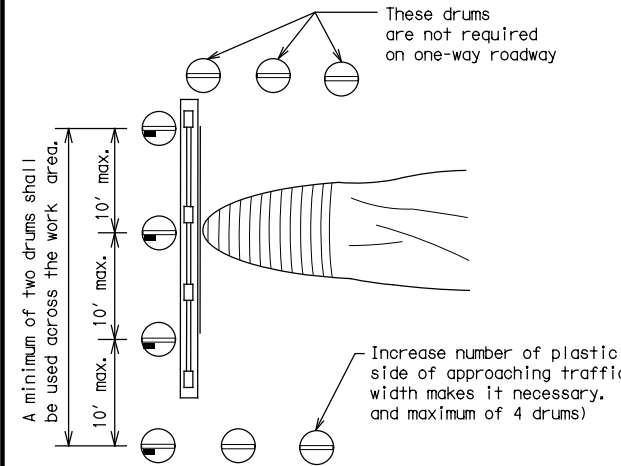
PLAN VIEW

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

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

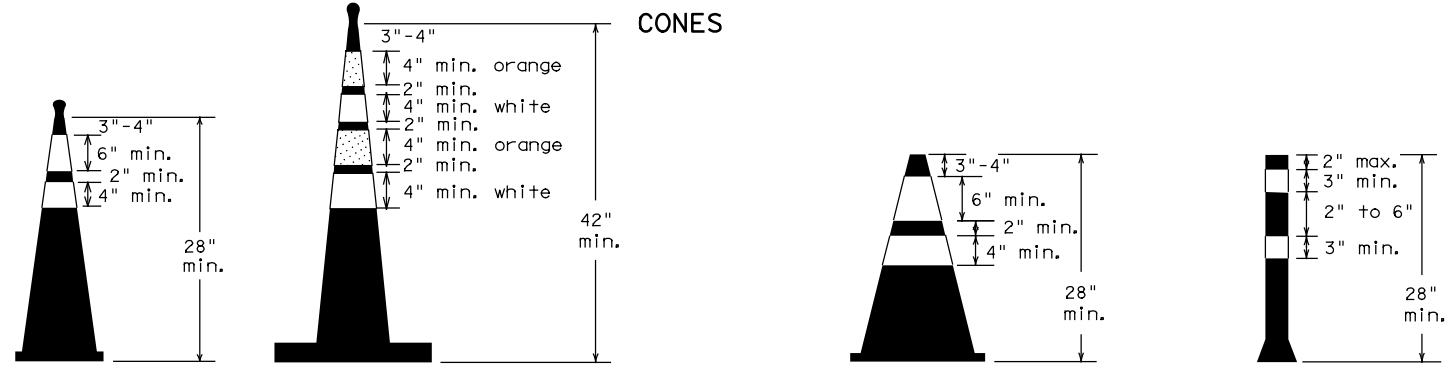


PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

1. Where positive redirection capability is provided, Item # 14, may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

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

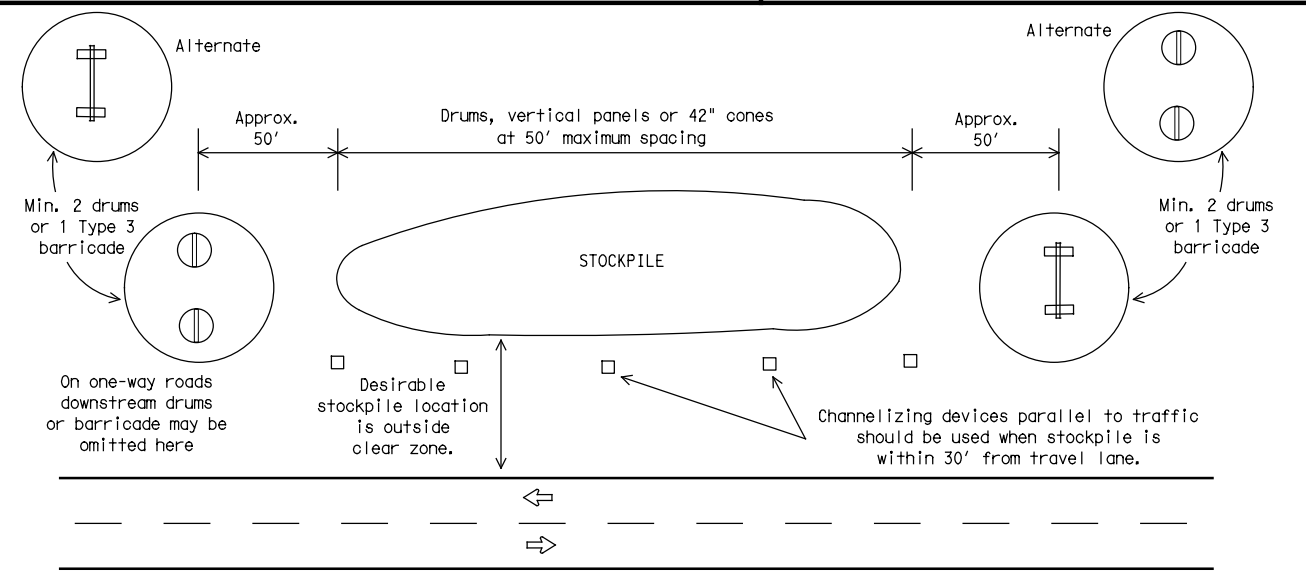


Two-Piece cones

One-Piece cones

Tubular Marker

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



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

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



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	REVISIONS
9-07 8-14	DIST	COUNTY	469	
7-13 5-21	AUS	HAYS		

DATE: 10/4/2023 8:14:06 AM FILE: \$FILES

LEGEND	
	Type 3 Barricade
	Sign

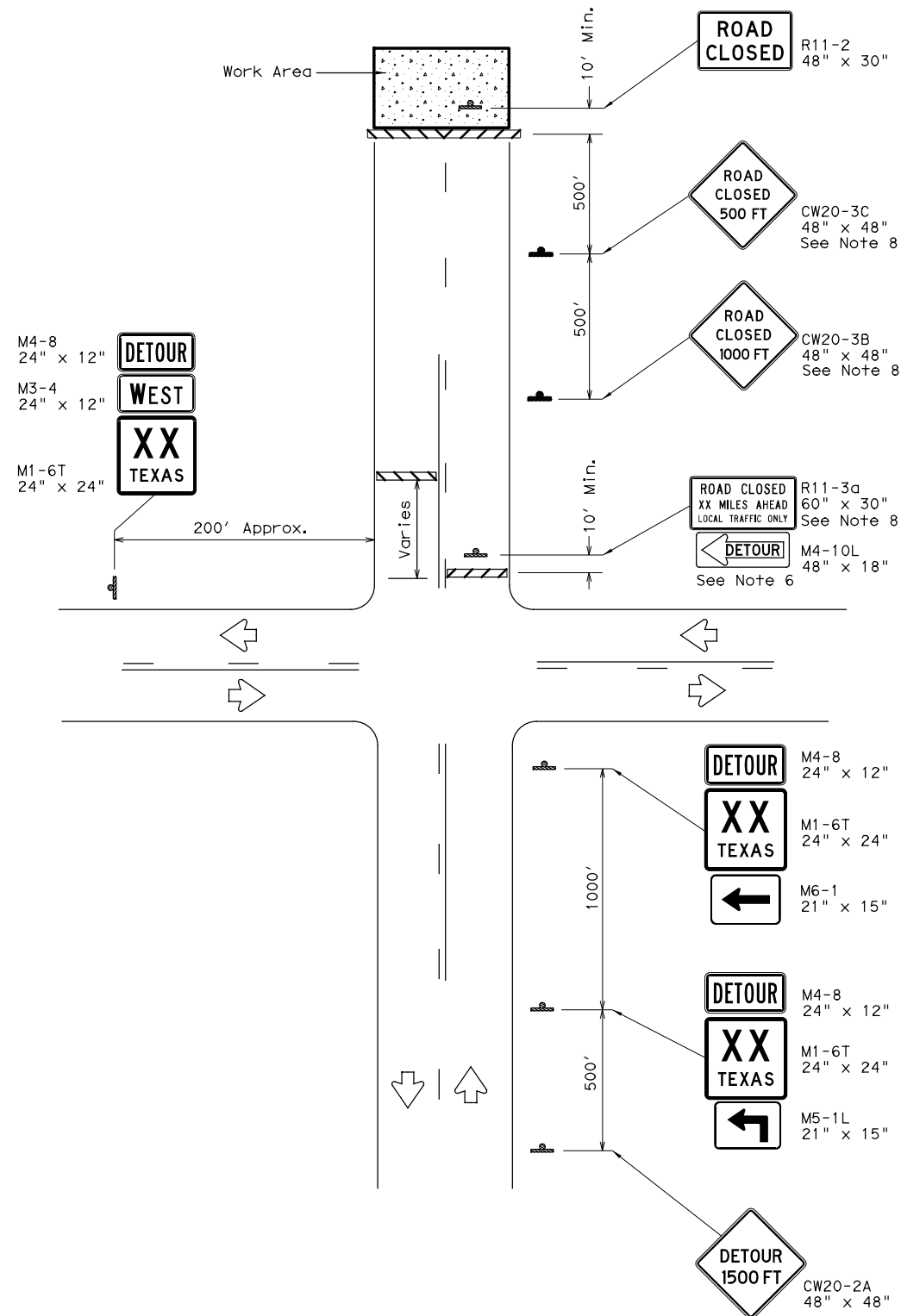
Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

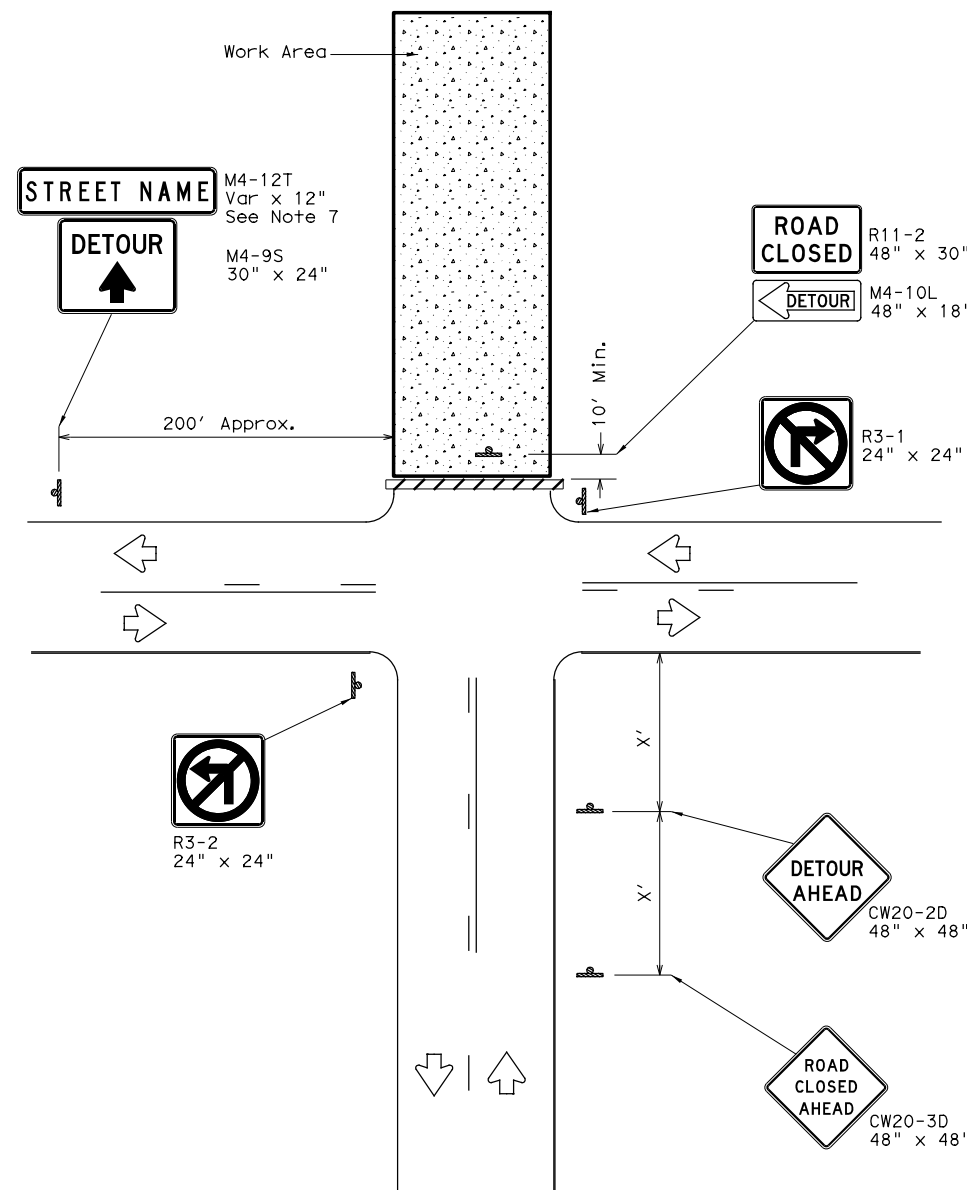
GENERAL NOTES

1. This sheet is intended to provide details for temporary work zone road closures. For permanent road closure details see the D&OM standards.
2. Barricades used shall meet the requirements shown on Barricade and Construction Standard BC(10) and listed on the Compliant Work Zone Traffic Control Devices list (CWZTCD).
3. Stockpiled materials shall not be placed on the traffic side of barricades.
4. Barricades at the road closure should extend from pavement edge to pavement edge.
5. Detour signing shown is intended to illustrate the type of signing that is appropriate for numbered routes or un-numbered routes as labeled. It does not indicate the full extent of detour signing required. Detour routes should be signed as shown elsewhere in the plans.
6. If the road is open for a significant distance beyond the intersection or there are significant origin/destination points beyond the intersection, the signs and barricades at this location should be located at the edge of the traveled way.
7. The Street Name (M4-12T) sign is to be placed above the DETOUR (M4-9S) sign.
8. For urban areas where there is a shorter distance between the intersection and the actual closure location, the ROAD CLOSED XX MILES AHEAD (R11-3a) sign may be replaced with a ROAD CLOSED TO THRU TRAFFIC (R11-4) sign. If adequate space does not exist between the intersection and the closure a single ROAD CLOSED AHEAD (CW20-3D) sign spaced as per the table above may replace the ROAD CLOSED 1000 FT (CW20-3B) and ROAD CLOSED 500 FT (CW20-3C) signs.
9. Signs and barricades shown shall be subsidiary to Item 502. Locations where these details will be required shall be as shown elsewhere in the plans.

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ROAD CLOSURE BEYOND THE INTERSECTION
 Signing for a Numbered Route with an Off-Site Detour



ROAD CLOSURE AT THE INTERSECTION
 Signing for an Un-numbered Route with an Off-Site Detour

		Traffic Operations Division Standard	
WORK ZONE ROAD CLOSURE DETAILS			
WZ (RCD) - 13			
FILE: w2rcd-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT
© TxDOT August 1995	CONT	SECT	JOB
REVISIONS			470
1-97 4-98 7-13	DIST	COUNTY	
2-98 3-03	AUS	HAYS	23

PROPOSED SHANE LANE ALIGNMENT DATA (C SHANE)

	STATION	NORTHING	EASTING
Element: Linear			
POB ()	100+00.00	13986042.754	2251475.405
PC ()	101+02.81	13986044.685	2251578.195
Tangent Direction:	N 88° 55' 24.53" E		
Tangent Length:	102.8089		
Element: Circular			
PC ()	101+02.81	13986044.685	2251578.195
PI ()	101+69.52	13986045.938	2251644.892
CC ()	102+36.14	13984544.950	2251606.377
PT ()	102+36.14	13986041.266	2251711.437
Radius:	1500.0000		
Delta:	5° 05' 34.15" Right		
Degree of Curvature (Arc):	3° 49' 10.99"		
Length:	133.3297		
Tangent:	66.7088		
Chord:	133.2858		
Middle Ordinate:	1.4812		
External:	1.4826		
Tangent Direction:	N 88° 55' 24.53" E		
Radial Direction:	S 1° 04' 35.47" E		
Chord Direction:	S 88° 31' 48.39" E		
Radial Direction:	S 4° 00' 58.69" W		
Tangent Direction:	S 85° 59' 01.31" E		
Element: Linear			
PT ()	102+36.14	13986041.266	2251711.437
PC ()	103+57.46	13986032.768	2251832.465
Tangent Direction:	S 85° 59' 01.31" E		
Tangent Length:	121.3258		
Element: Circular			
PC ()	103+57.46	13986032.768	2251832.465
PI ()	104+93.00	13986023.276	2251967.664
CC ()	105+92.92	13986222.302	2251845.773
PT ()	105+92.92	13986148.020	2252020.651
Radius:	190.0000		
Delta:	71° 00' 08.40" Left		
Degree of Curvature (Arc):	30° 09' 20.42"		
Length:	235.4527		
Tangent:	135.5315		
Chord:	220.6734		
Middle Ordinate:	35.3203		
External:	43.3855		
Tangent Direction:	S 85° 59' 01.31" E		
Radial Direction:	S 4° 00' 58.69" W		
Chord Direction:	N 58° 30' 54.49" E		
Radial Direction:	S 66° 59' 09.71" E		
Tangent Direction:	N 23° 00' 50.29" E		
Element: Linear			
PT ()	105+92.92	13986148.020	2252020.651
POE ()	109+51.81	13986478.352	2252160.963
Tangent Direction:	N 23° 00' 50.29" E		
Tangent Length:	358.8963		


PROPOSED DRIVEWAY01 ALIGNMENT DATA (C DRWY01)

	STATION	NORTHING	EASTING
Element: Linear			
POB ()	10+00.00	13986042.178	2251697.525
POE ()	10+39.54	13986002.710	2251695.123
Tangent Direction:	S 3° 29' 01.54" W		
Tangent Length:	39.5409		

PROPOSED SIDEWALK ALIGNMENT DATA (C SDWK01)

	STATION	NORTHING	EASTING
Element: Linear			
POB ()	10+00.00	13986016.142	2251783.716
PC ()	10+04.40	13986015.834	2251788.104
Tangent Direction:	S 85° 59' 01.31" E		
Tangent Length:	4.3987		
Element: Circular			
PC ()	10+04.40	13986015.834	2251788.104
PI ()	10+34.33	13986013.737	2251817.962
CC ()	10+51.45	13985985.907	2251786.003
PT ()	10+51.45	13985983.875	2251815.934
Radius:	30.0000		
Delta:	89° 52' 04.14" Right		
Degree of Curvature (Arc):	190° 59' 09.35"		
Length:	47.0547		
Tangent:	29.9309		
Chord:	42.3774		
Middle Ordinate:	8.7623		
External:	12.3776		
Tangent Direction:	S 85° 59' 01.31" E		
Radial Direction:	S 4° 00' 58.69" W		
Chord Direction:	S 41° 02' 59.24" E		
Radial Direction:	N 86° 06' 57.17" W		
Tangent Direction:	S 3° 53' 02.83" W		
Element: Linear			
PT ()	10+51.45	13985983.875	2251815.934
PC ()	10+65.20	13985970.157	2251815.003
Tangent Direction:	S 3° 53' 02.83" W		
Tangent Length:	13.7502		
Element: Circular			
PC ()	10+65.20	13985970.157	2251815.003
PI ()	11+03.05	13985932.394	2251812.439
CC ()	11+38.60	13985961.893	2251936.723
PT ()	11+38.60	13985899.812	2251831.699
Radius:	122.0000		
Delta:	34° 28' 18.88" Left		
Degree of Curvature (Arc):	46° 57' 49.51"		
Length:	73.4011		
Tangent:	37.8492		
Chord:	72.2990		
Middle Ordinate:	5.4787		
External:	5.7363		
Tangent Direction:	S 3° 53' 02.83" W		
Radial Direction:	N 86° 06' 57.17" W		
Chord Direction:	S 13° 21' 06.61" E		
Radial Direction:	S 59° 24' 43.95" W		
Tangent Direction:	S 30° 35' 16.05" E		

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 PENTABLE: 10338078.tbl
 DATE: 10/4/2023
 TIME: 8:403 AM
 SCALE: 1:1




Felipe S. Tutud

NO.	DATE	REVISION	APPROVED

HDR

HDR
 Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900



THE CITY OF DRIPPING SPRINGS TEXAS
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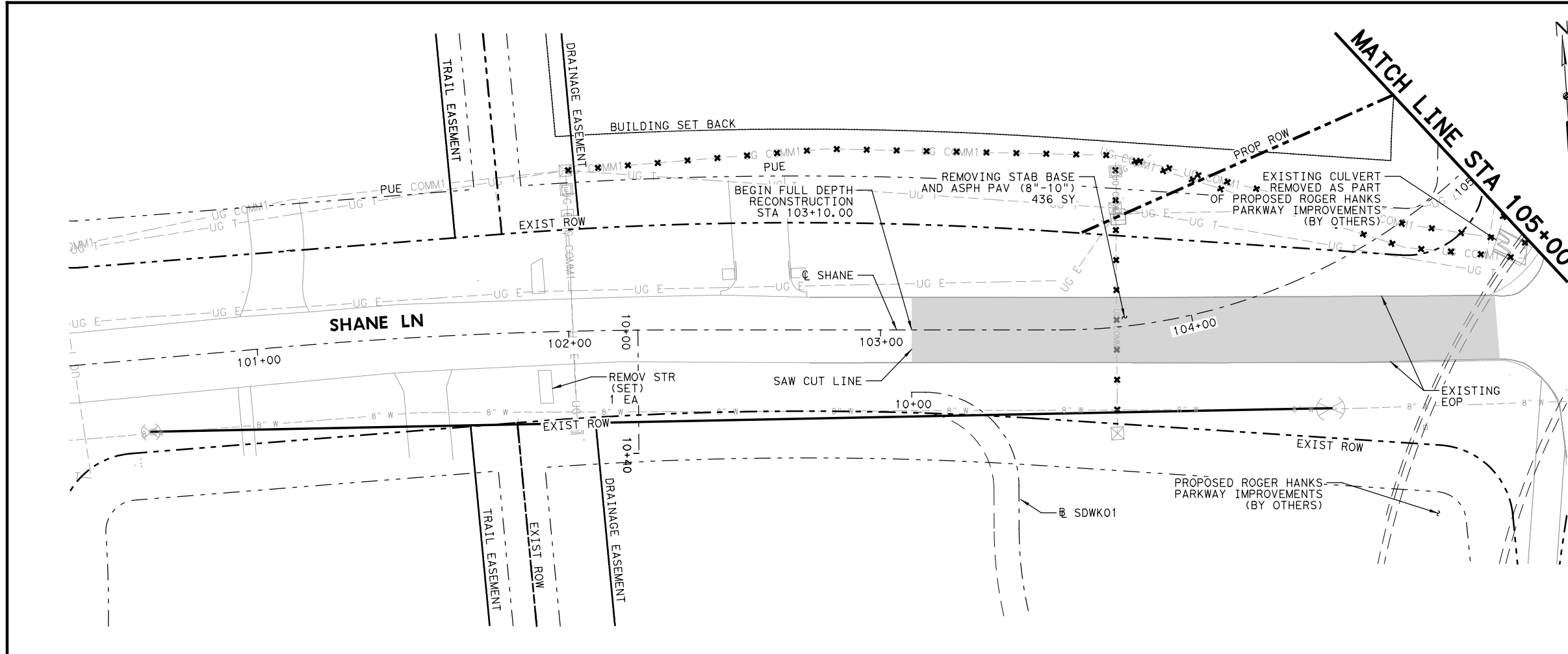
ROGER HANKS

HORIZONTAL
ALIGNMENT DATA

SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
SJ			RH
GRAPHICS	STATE	DISTRICT	COUNTY
KB	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
JC			

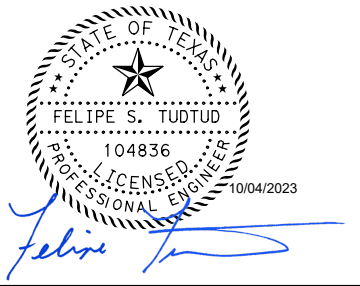
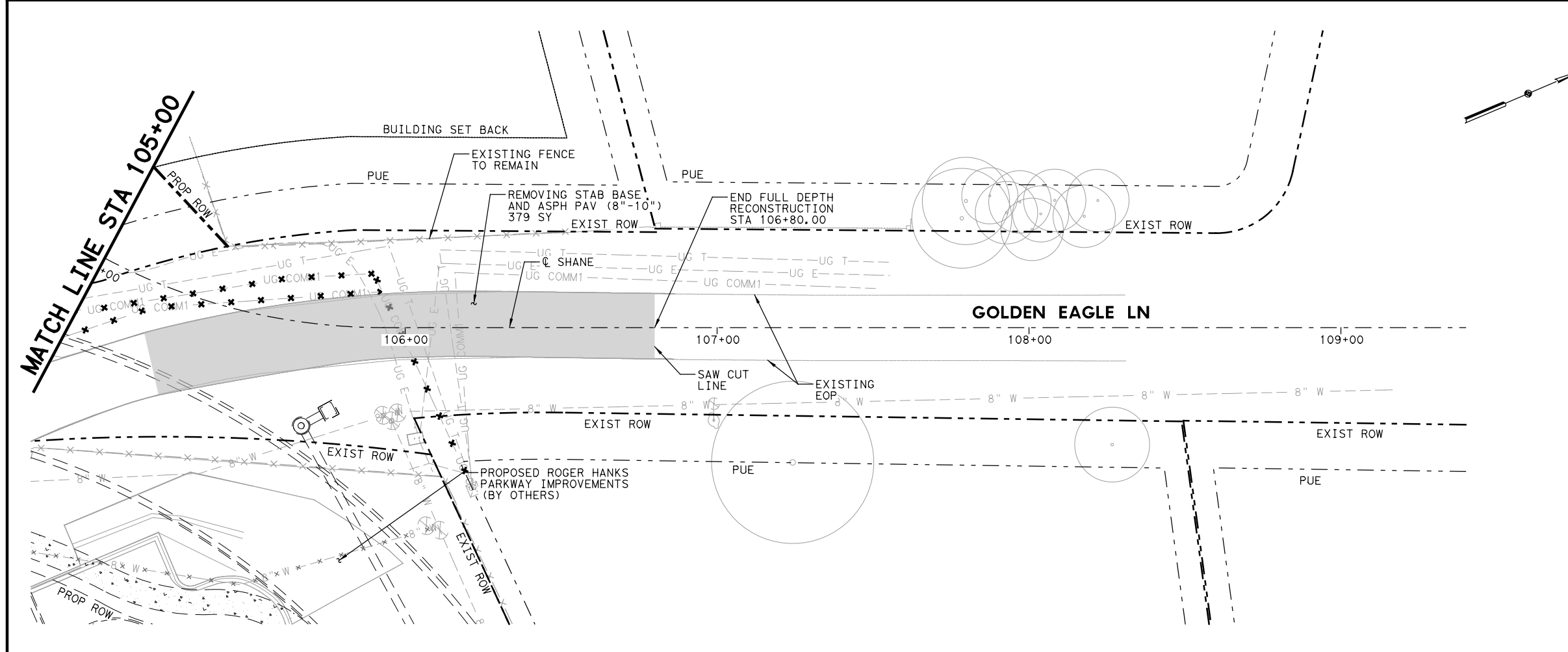
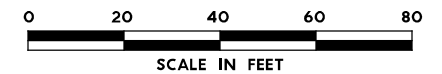
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 SCALE: 1:40



LEGEND

	PROPERTY LINE (HAYS APPRAISAL DISTRICT)	Item # 14.
	EXISTING RIGHT OF WAY	
	PROPOSED RIGHT OF WAY	
	PROPOSED CONSTRUCTION BY OTHERS	
	REMOVE STAB BASE AND ASPH PAV	
	REMOVE CONCRETE	

- NOTES:**
1. ANY ITEMS REQUIRING REMOVAL THAT ARE NOT DIRECTLY CALLED OUT SHALL BE CONSIDERED SUBSIDIARY TO PREP ROW.
 2. SAW CUTTING WILL NOT BE PAID FOR SEPARATELY BUT WILL BE CONSIDERED SUBSIDIARY TO PERTINENT BID ITEMS.
 3. THE UTILITY INFORMATION SHOWN IS PROVIDED BY OTHERS. THIS INFORMATION WAS OBTAINED SOLELY FOR THE USE OF THE ENGINEERING DESIGN OF THE PROJECT. THE ACCURACY AND SUFFICIENCY OF THE INFORMATION SHOWN IS NOT GUARANTEED. THE CONTRACTOR SHALL FIELD VERIFY UTILITY LIMITS AND LOCATIONS PRIOR TO CONSTRUCTION.
 4. CONTRACTOR WILL COORDINATE REMOVAL ITEMS WITH THE ADJACENT CONTRACTOR FOR THE "ROGER HANKS IMPROVEMENTS PROJECT".



NO.	DATE	REVISION	APPROVED

HDR
 HDR Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900

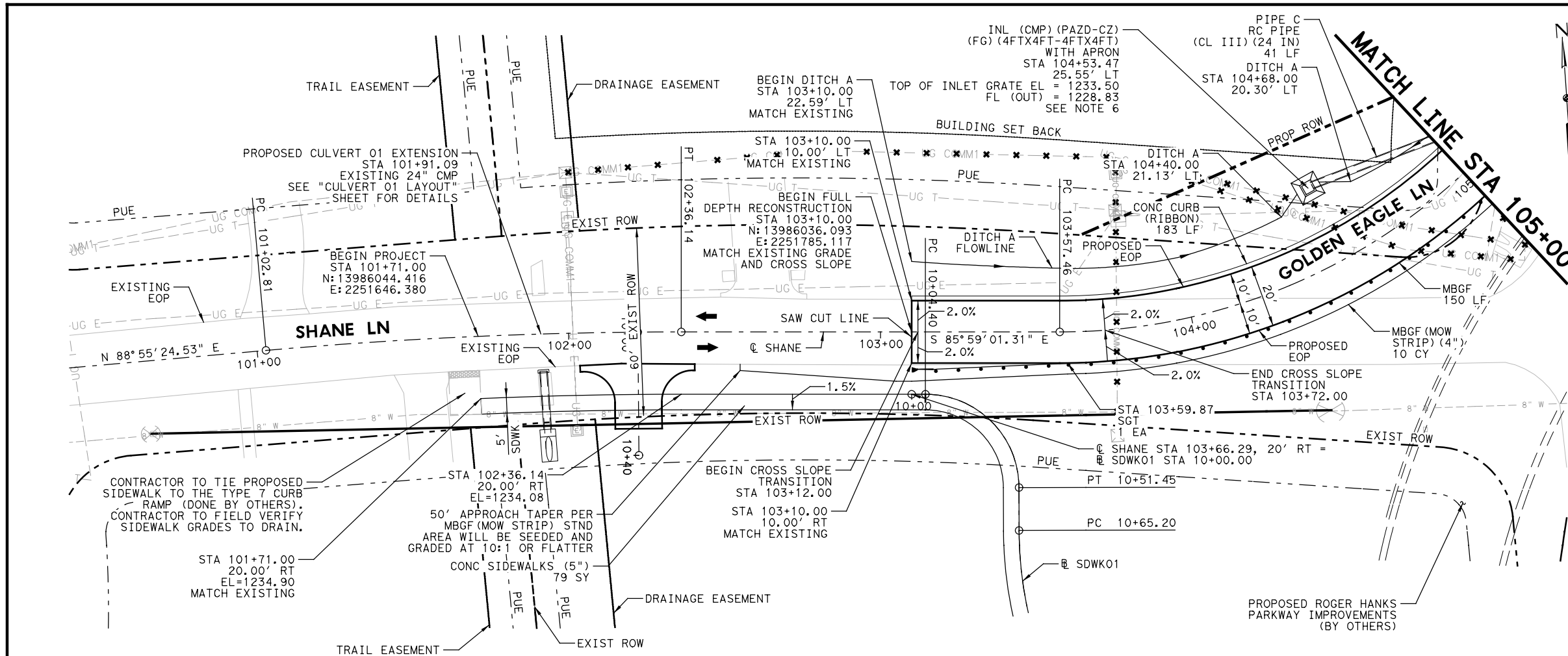


**ROGER HANKS
 REMOVAL LAYOUT**

SHEET 1 OF 1

DESIGN SJ	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO. RH
GRAPHICS KB	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK JC	TEXAS	AUS	HAYS	472
CHECK JC	CONTROL	SECTION	JOB	

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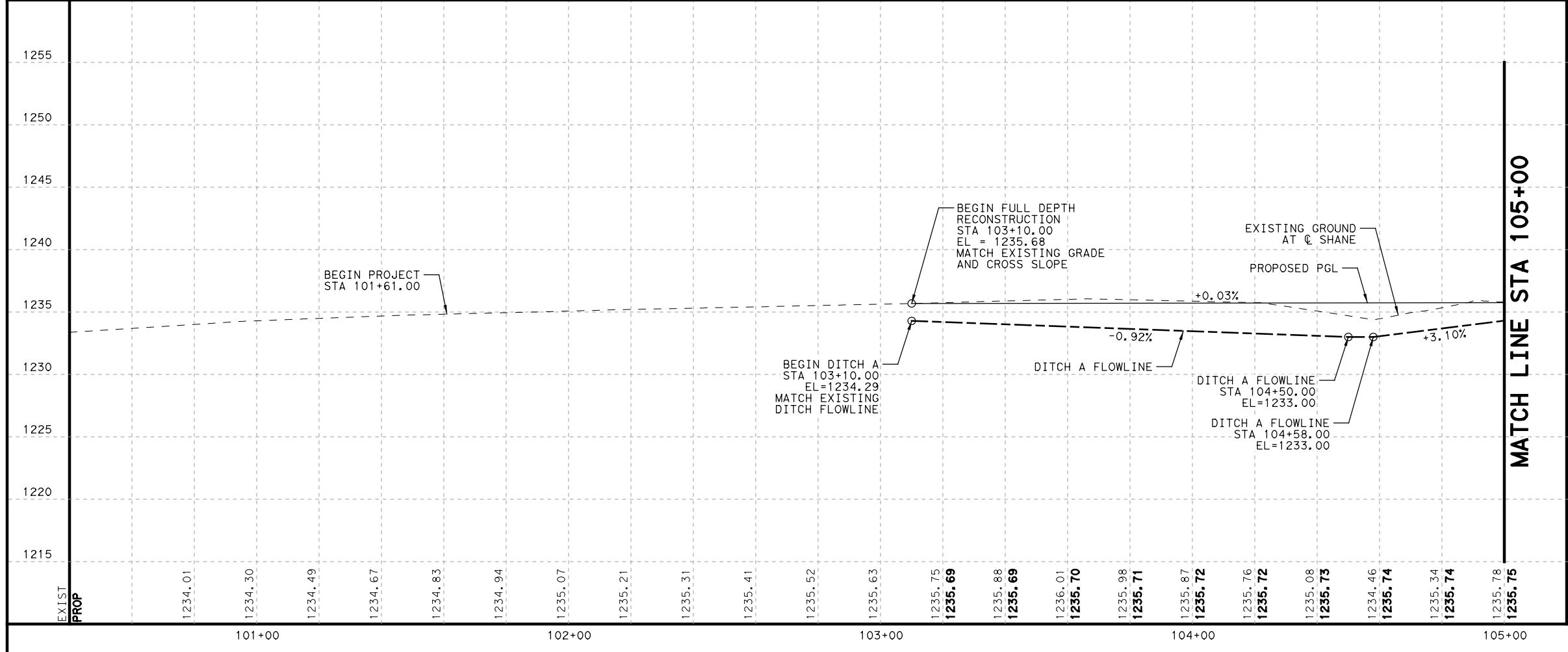
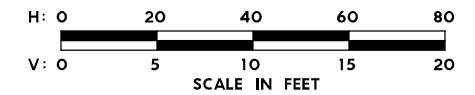


LEGEND

- PROPERTY LINE (HAYS APPRAISAL DISTRICT)
- - - EXISTING RIGHT OF WAY
- - - PROPOSED RIGHT OF WAY
- TRAVEL LANE
- - - PROPOSED CONSTRUCTION BY OTHERS

Item # 14.

- NOTES:**
- SEE "HORIZONTAL ALIGNMENT DATA" SHEET FOR ALIGNMENT INFORMATION.
 - SAW CUTTING WILL NOT BE PAID FOR SEPARATELY BUT WILL BE CONSIDERED SUBSIDIARY TO PERTINENT BID ITEMS.
 - THE UTILITY INFORMATION SHOWN IS PROVIDED BY OTHERS. THIS INFORMATION WAS OBTAINED SOLELY FOR THE USE OF THE ENGINEERING DESIGN OF THE PROJECT. THE ACCURACY AND SUFFICIENCY OF THE INFORMATION SHOWN IS NOT GUARANTEED. THE CONTRACTOR SHALL FIELD VERIFY UTILITY LIMITS AND LOCATIONS PRIOR TO CONSTRUCTION.
 - ROADWAY DIMENSIONS ARE TO THE EDGE OF PAVEMENT (EOP) UNLESS NOTED OTHERWISE.
 - STATION AND OFFSET FOR INLET ARE TO CENTER OF VAULT. INLET ELEVATIONS ARE INFALL ELEVATIONS UNLESS NOTED OTHERWISE.
 - PAZD INLET ELEVATIONS ARE TOP OF GRATE ELEVATION. DITCH ELEVATIONS TIE TO TOP OF APRON.



Felipe S. Tudtud

NO.	DATE	REVISION	APPROVED

HDR
 Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900

THE CITY OF
DRIPPING SPRINGS
 TEXAS © 2023

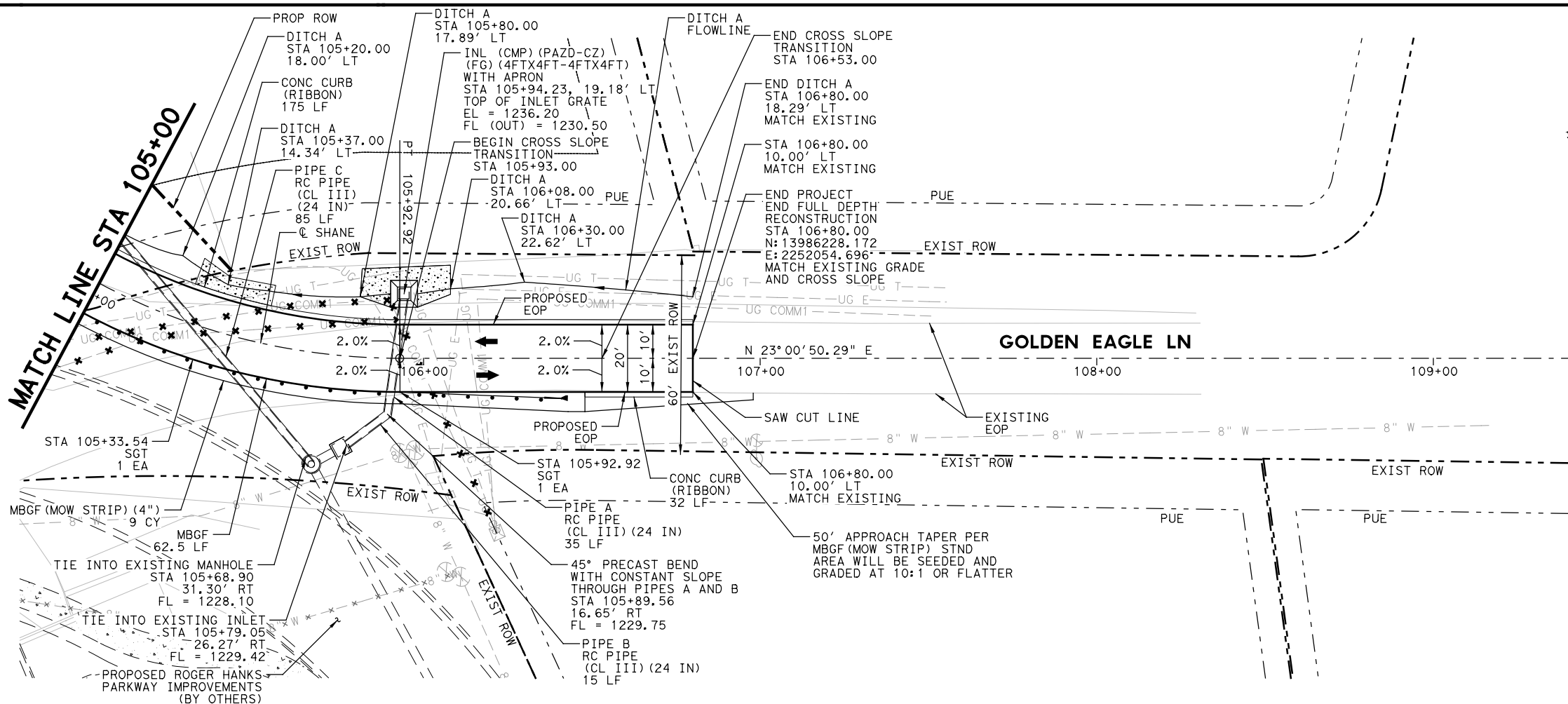
ROGER HANKS

**ROADWAY
 PLAN AND PROFILE**

SHEET 1 OF 2

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
SJ			RH
GRAPHICS	STATE	DISTRICT	COUNTY
KB	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
JC			

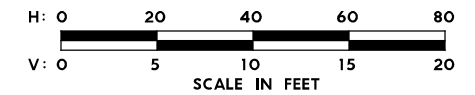
473



LEGEND

- - - - - PROPERTY LINE (HAYS APPRAISAL DISTRICT)
- - - - - EXISTING RIGHT OF WAY
- - - - - PROPOSED RIGHT OF WAY
- TRAVEL LANE
- - - - - PROPOSED CONSTRUCTION BY OTHERS
- - - - - DITCH A FLOWLINE

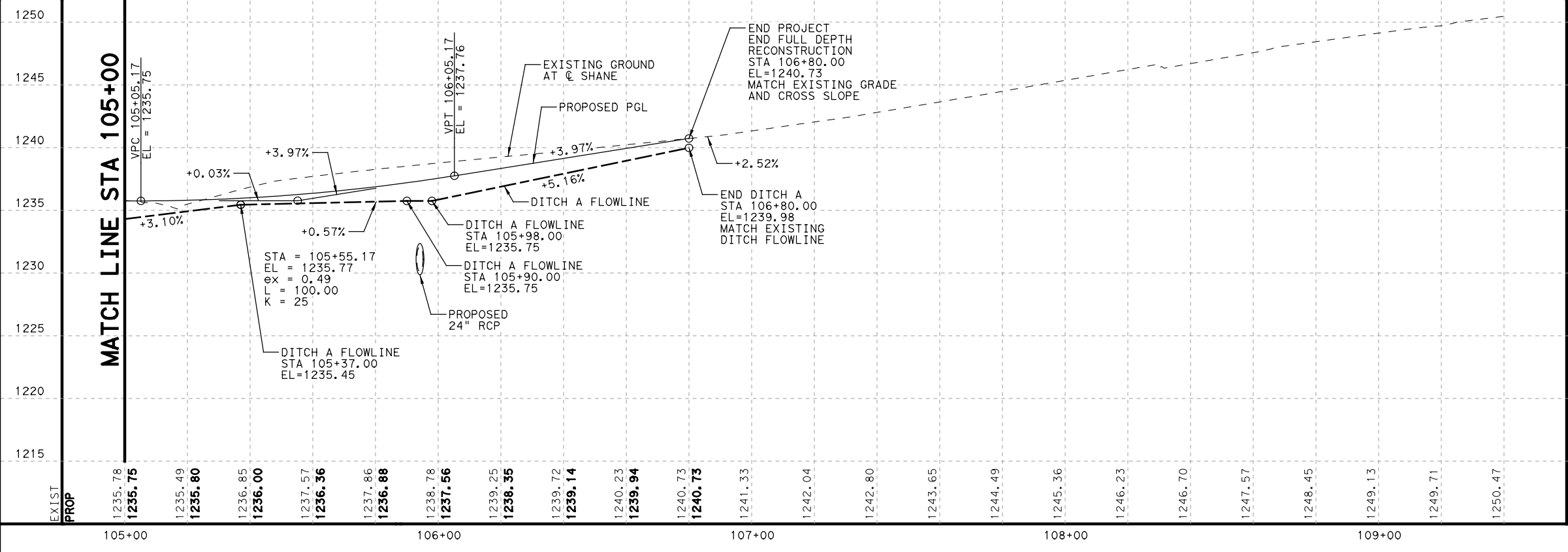
- NOTES:**
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 - SAW CUTTING WILL NOT BE PAID FOR SEPARATELY BUT WILL BE CONSIDERED SUBSIDIARY TO PERTINENT BID ITEMS.
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 - PAZD INLET ELEVATIONS ARE TOP OF GRATE ELEVATION. DITCH ELEVATIONS TIE TO TOP OF APRON.



DRAINAGE HYDRAULIC NOTES:

- THE 25-YEAR HGL IS UNDER THE PROPOSED GROUND SURFACE FOR ALL PIPES AS PER THE COA DCM.
- THE MINIMUM AND MAXIMUM PIPE VELOCITIES ARE 2.5 AND 20 FPS FOR THE 25-YEAR DESIGN STORM PER THE COA DCM.

Pipe ID	Storm Drain Hydraulic Data																	
	Data					25 YR					100 YR							
	FL Elevation (ft)	In	Out	Length (ft)	Slope (%)	Capacity (cfs)	HGL (ft)	In	Out	Q (cfs)	V (fps)	Depth (ft)	HGL (ft)	In	Out	Q (cfs)	V (fps)	Depth (ft)
A	1230.5	1229.75	35	2.17%	33.5	1231.57	1230.82	1230.82	18.9	10.96	1.07	1233.94	1233.39	27.9	8.88	2		
B	1229.75	1229.42	15	2.17%	33.5	1230.82	1230.5	1230.5	18.9	10.96	1.07	1232.2	1232.66	27.9	8.88	2		
C	1228.83	1228.2	126	0.50%	17.1	1230.31	1230	1230	12	3.82	2	1233.31	1232.5	17.9	5.7	2		



FELIPE S. TUDUD
104836
PROFESSIONAL ENGINEER 10/04/2023

NO.	DATE	REVISION	APPROVED

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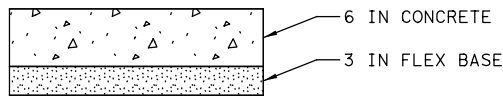
ROGER HANKS

ROADWAY PLAN AND PROFILE

SHEET 2 OF 3

DESIGN	SJ	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS	KB	STATE	DISTRICT	COUNTY
CHECK	JC	TEXAS	AUS	HAYS
CHECK	JC	CONTROL	SECTION	JOB

PLOT DRIVER: TXDOT_PDF_BW.plt
 USER: LGOMEZGONZ
 FILE: Roger Hanks Parkway - Share Lane Plan and Profile
 SCALE: 1/40
 DATE: 10/4/2023
 TIME: 8:44:35 AM



CONCRETE DRIVEWAY

GENERAL NOTES:

PROVIDE EXPANSION 20 FT C-C FOR WIDTH OR LENGTH OVER 25FT. EXPANSION JOINT PER AUS STANDARD FOR SIDEWALK (MCP SWMD).

REINFORCEMENT WILL BE IN ACCORDANCE WITH ITEM 432.3.1 USING NO. 3 OR NO. 4 BARS.

FIBER REINFORCEMENT IS NOT ALLOWED. CLASS A CONCRETE IS ALLOWED TO USE COARSE AGGREGATE GRADES 1-8.

FURNISH BASE MEETING THE REQUIREMENTS FOR ANY TYPE OR GRADE IN ACCORDANCE WITH ITEM 247. BASE COMPRESSIVE STRENGTHS ARE WAIVED.

THE BASE UNDER THE CONCRETE MAY BE REPLACED WITH CONCRETE AT A RATIO OF 3 INCHES OF BASE EQUALS 2 INCHES OF CONCRETE.

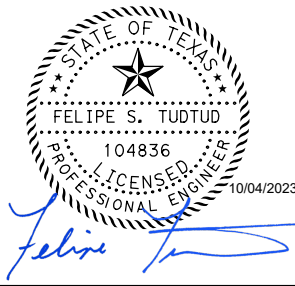
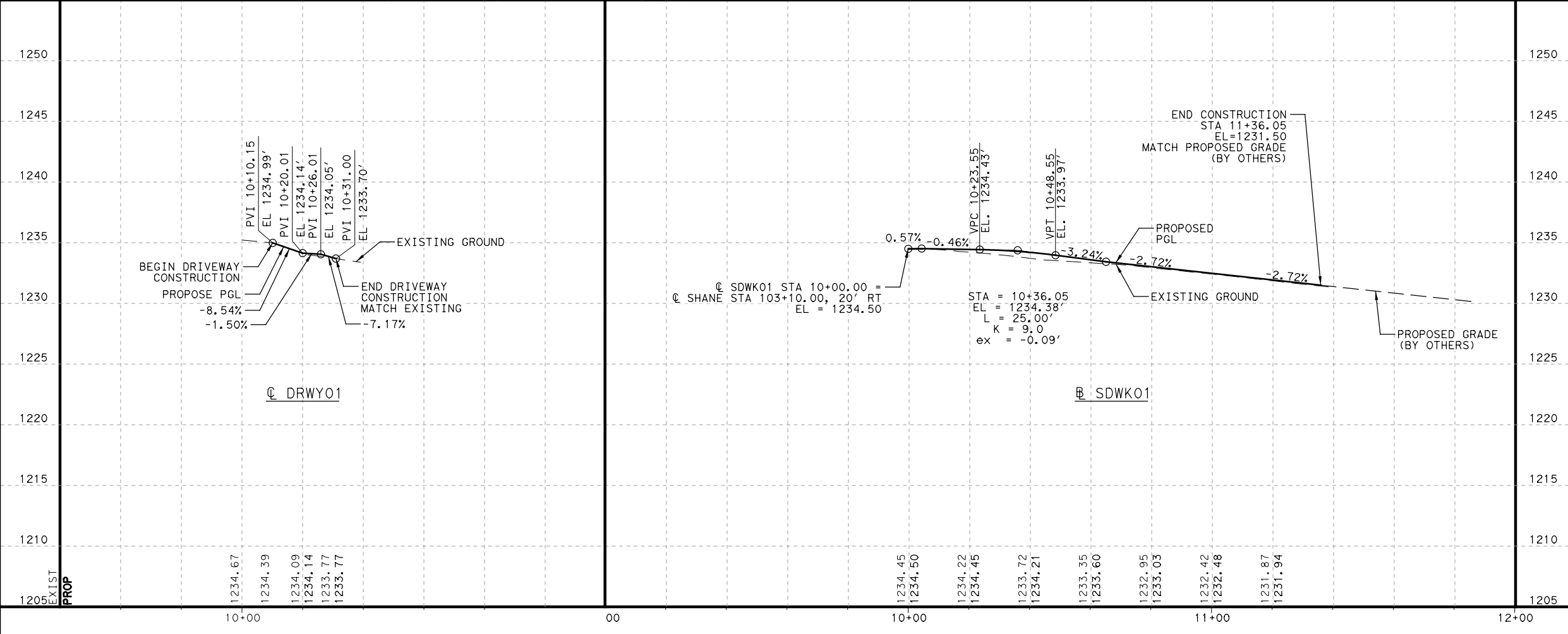
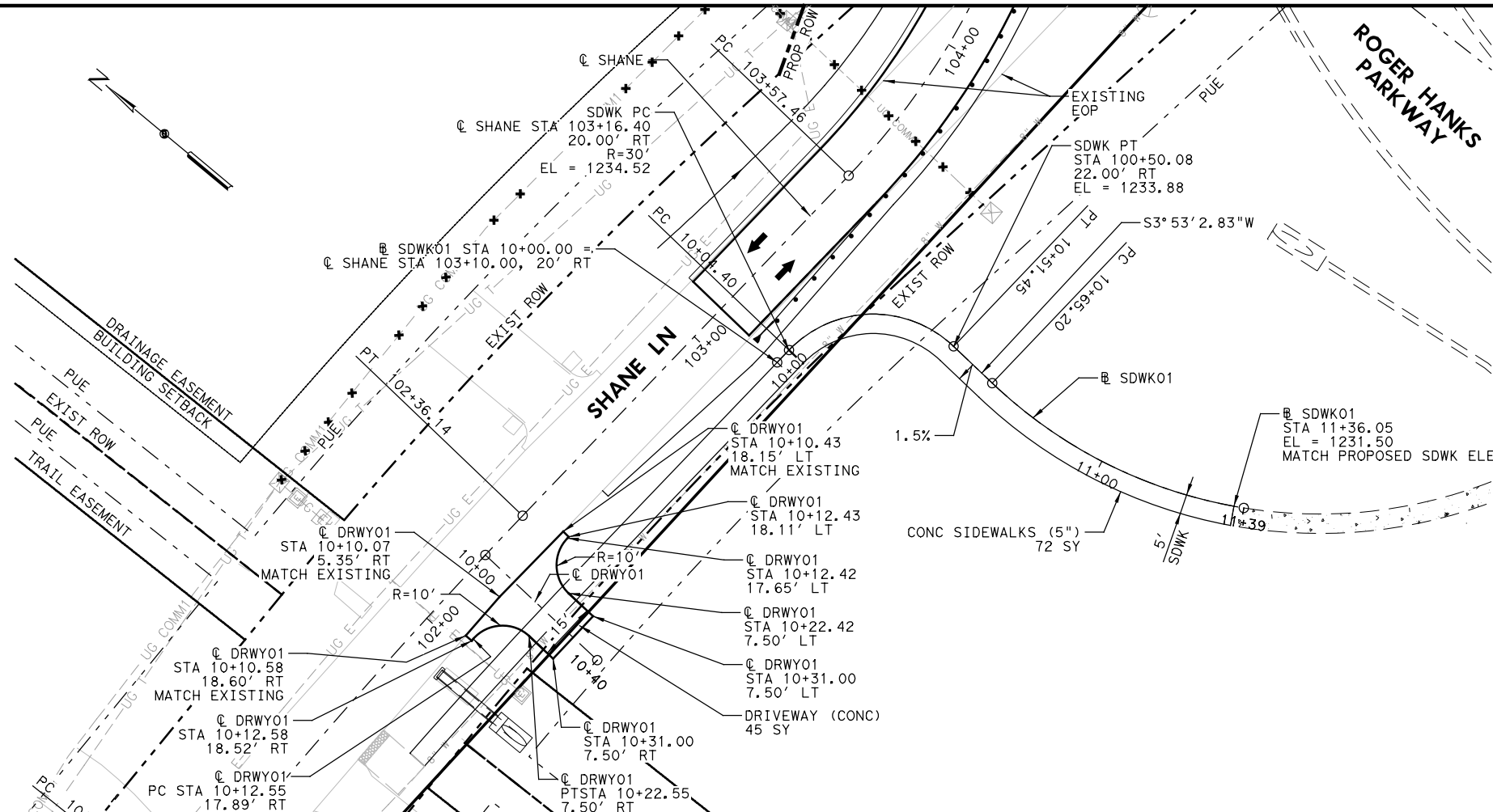
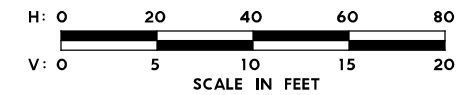
IF ROOTS ARE ENCOUNTERED VERIFY WITH THE ENGINEER PRIOR TO ACCOMMODATING OR REMOVING 2 IN. DIAMETER OR LARGER ROOTS. ROOT REMOVAL MUST BE IN ACCORDANCE WITH ITEM 752.4.2 ROOTS MAY REMAIN IN THE BASE. FOR IMPROVEMENTS WITH 6 IN. OF A ROOT, THE CONCRETE THICKNESS MAY BE REDUCED BY 1 IN. AND THE BASE INCREASED BY 1 IN. TO MINIMIZE IMPACTS TO THE ROOTS. ADJUST BASE AND SURFACE PROFILE TO PROVIDE A 1 IN. BASE CUSHION AROUND THE ROOTS. THE SURFACE PROFILE MAY BE ADJUSTED TO THE EXTENT ALLOWED BY ADA. THIS WORK IS SUBSIDIARY TO ITEM 530.

LEGEND

---	PROPERTY LINE (HAYS APPRAISAL DISTRICT)	Item # 14.
---	EXISTING RIGHT OF WAY	
---	PROPOSED RIGHT OF WAY	
→	TRAVEL LANE	
---	PROPOSED CONSTRUCTION BY OTHERS	

NOTES:

- SEE "HORIZONTAL ALIGNMENT DATA" SHEET FOR ALIGNMENT INFORMATION.
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- PAZD INLET ELEVATIONS ARE TOP OF GRATE ELEVATION. DITCH ELEVATIONS TIE TO TOP OF APRON.
- SLOPE SIDEWALK TO DRAIN.



NO.	DATE	REVISION	APPROVED

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Firm Registration No. F-754
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Round Rock, Texas 78681
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ROGER HANKS

DRIVEWAY AND SIDEWALK PLAN AND PROFILE

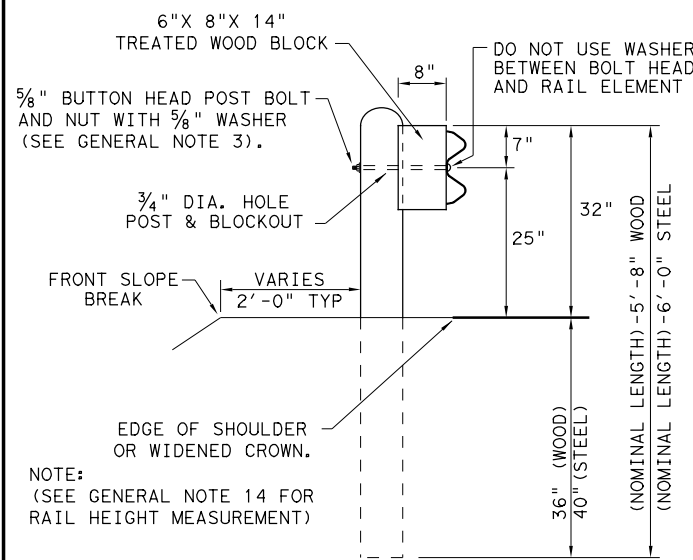
SHEET 1 OF 1

DESIGN	SJ	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRAPHICS	KB	STATE	DISTRICT	COUNTY	RH
CHECK	JC	TEXAS	AUS	HAYS	SHEET NO.
CHECK	JC	CONTROL	SECTION	JOB	475

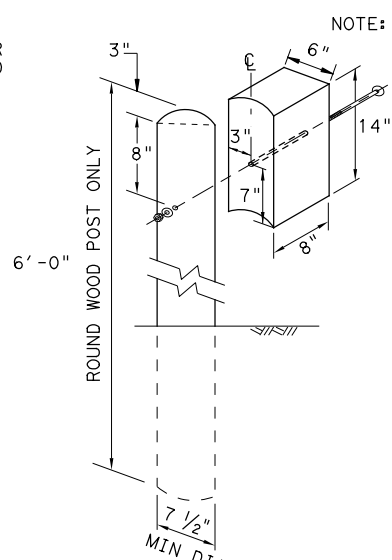
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 FILE: Roger Hanks Parkway - Connector Plan and Profile

DISCLAIMER: THE USE OF THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TXDOT FOR ANY PURPOSE WHATSOEVER. TXDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

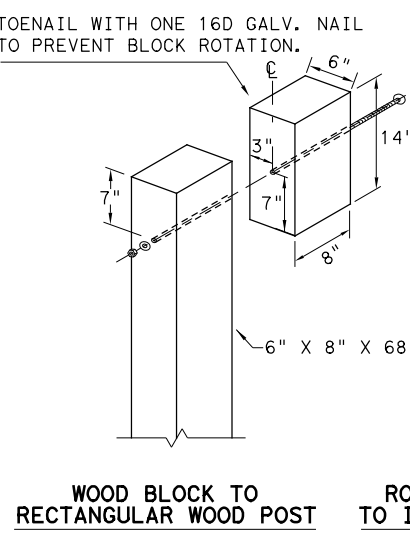
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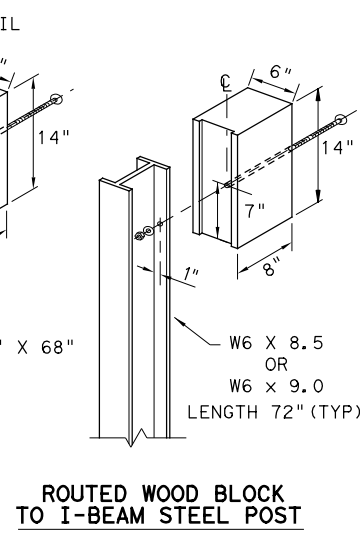
TYPICAL POST PLACEMENT



WOOD BLOCK TO ROUND WOOD POST



WOOD BLOCK TO RECTANGULAR WOOD POST

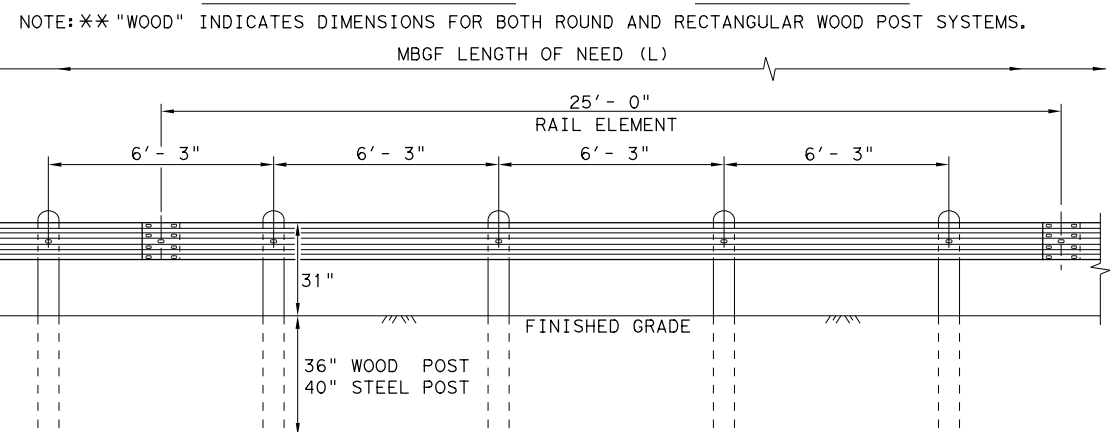


ROUTED WOOD BLOCK TO I-BEAM STEEL POST

GENERAL NOTES

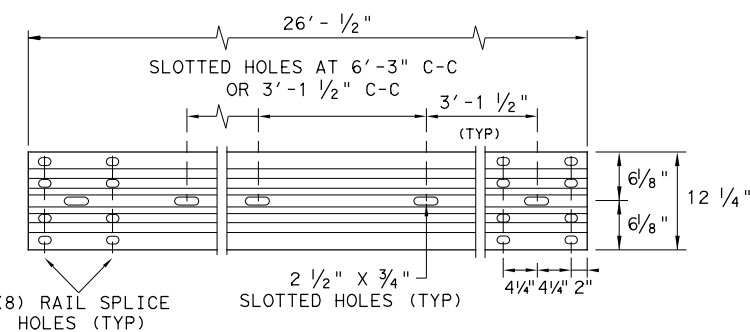
Item # 14.

1. THE TYPE OF POST (ROUND WOOD POST, RECTANGULAR WOOD POST, OR STEEL POST) WILL BE AS SHOWN IN THE PLANS. THE EXACT POSITION OF MBSG SHALL BE SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER. STEEL POSTS TO BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING."
2. RAIL ELEMENTS SHALL MEET THE REQUIREMENTS OF ITEM 540, "METAL BEAM GUARD FENCE" EXCEPT AS MODIFIED IN THE PLANS. THE CONTRACTOR MAY FURNISH RAIL ELEMENTS OF 25'-0", OR 12'-6" (NOM.) LENGTHS. RAIL ELEMENTS MAY HAVE SLOTTED HOLES AT 3'-1 1/2" C-C OR 6'-3" C-C. A SPECIAL LENGTH OF RAIL MAY BE MANUFACTURED TO ACCOMMODATE THE DOWNSTREAM ANCHOR TERMINAL (DAT) AND THE TRANSITION SECTIONS OF GUARDRAIL.
3. BUTTON HEAD "POST BOLTS & NUTS" SHALL MEET THE REQUIREMENTS OF (ASTM A307), AND SHALL BE OF SUFFICIENT LENGTH TO EXTEND THROUGH THE FULL THICKNESS OF THE NUT AND 5/8" WASHER (FWC16d) AND NOT MORE THAN 1" BEYOND IT. TRIM REMAINING BOLT LENGTH TO MEET REQUIRED LENGTH.
4. FITTINGS (BOLTS, NUTS, AND WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING." FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
5. CROWN SHALL BE WIDENED TO ACCOMMODATE THE METAL BEAM GUARD FENCE.
6. THE LATERAL APPROACH TO THE GUARD FENCE, SHALL HAVE A MAXIMUM SLOPE OF 1V:10H.
7. IF SHOWN ELSEWHERE IN THE PLANS OR AS DIRECTED BY THE ENGINEER, THE GUARD FENCE MAY BE FLARED AT A RATE OF 25:1 OR FLATTER.
8. UNLESS OTHERWISE SHOWN IN THE PLANS, GUARD FENCE PLACED IN THE VICINITY OF CURBS SHALL BE POSITIONED SO THAT THE FACE OF CURB IS LOCATED DIRECTLY BELOW OR BEHIND THE FACE OF THE RAIL. RAIL PLACED OVER CURBS SHALL BE INSTALLED SO THAT THE POST BOLT IS LOCATED APPROXIMATELY 25 INCHES ABOVE THE GUTTER PAN OR EDGE OF SHOULDER.
9. APPLICATIONS IN SOLID ROCK ARE ONLY ALLOWED WITH STEEL POSTS. IF SOLID ROCK IS ENCOUNTERED WITHIN 0 TO 18" OF THE FINISHED GRADE, DRILL A 24" DIA. HOLE, 24" INTO THE ROCK. IF SOLID ROCK IS ENCOUNTERED BELOW 18", DRILL A 12" DIA. HOLE, 12" INTO THE ROCK OR TO THE STANDARD EMBEDMENT DEPTH, WHICHEVER MAYBE LESS. ANY EXCESS POST LENGTH, AFTER MEETING THESE DEPTHS, MAY BE FIELD CUT TO ENSURE PROPER GUARDRAIL MOUNTING HEIGHT. BACKFILL WITH COARSE AGGREGATE MATERIAL.
10. POSTS SHALL NOT BE SET IN CONCRETE, OF ANY DEPTH.
11. SPECIAL FABRICATION WILL BE REQUIRED AT INSTALLATION LOCATIONS HAVING A CURVATURE OF LESS THAN 150 FT. RADIUS.
12. UNLESS OTHERWISE SHOWN IN THE PLANS, A COMPOSITE MATERIAL BLOCK THAT MEETS THE REQUIREMENTS OF DMS-7210, "COMPOSITE MATERIAL POSTS AND BLOCKS FOR METAL BEAM GUARD FENCE" MAY BE SUBSTITUTED FOR BLOCKS OF SIMILAR DIMENSIONS. THE CONSTRUCTION DIVISION, TXDOT MAINTAINS A MATERIAL PRODUCER LIST (MPL) FOR PRODUCERS OF MATERIALS CONFORMING TO DMS-7210 ONLY PRODUCERS ON THE MPL MAY FURNISH COMPOSITE MATERIAL BLOCKS.
13. FOR THE LOW FILL CULVERT OPTION, POSTS LOCATED PARTIALLY OR WHOLLY BETWEEN PRECAST BOX CULVERT UNITS, THE USE OF A CAST-IN-PLACE CONCRETE CLOSURE BETWEEN BOXES IS REQUIRED. THE LENGTH OF THE CAST-IN-PLACE CONCRETE CLOSURE SHALL ACCOMMODATE THE PLACEMENT OF THE LOW FILL CULVERT OPTION. SEE CONCRETE CLOSURE DETAILS ON BRIDGE STANDARD SCP-MD.
14. GUARDRAIL HEIGHT MEASUREMENT: WHEN THE GUARDRAIL IS LOCATED ABOVE PAVEMENT, MEASURE THE HEIGHT FROM THE PAVEMENT TO THE TOP OF THE W-BEAM RAIL. WHEN THE GUARDRAIL IS LOCATED UP TO 2 FT. OFF OF THE EDGE OF PAVEMENT OR FOR A PAVEMENT OVERLAY, USE A 10-FOOT STRAIGHTEDGE TO EXTEND THE PAVEMENT/SHOULDER SLOPE TO THE BACK OF RAIL, MEASURE FROM THE BOTTOM OF STRAIGHTEDGE TO THE TOP OF RAIL. FOR GUARDRAIL LOCATED DOWN A 10:1 SLOPE, MEASURE FROM THE NOMINAL TERRAIN.



ELEVATION MID-SPAN RAIL SPLICE

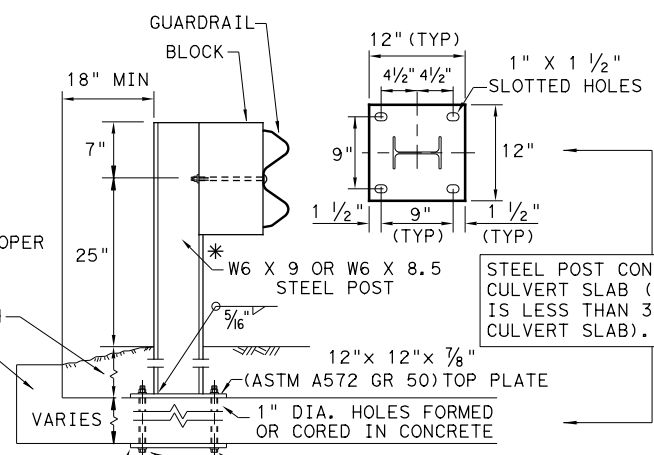
SHOWING A 25'-0" SECTION OF W-BEAM RAIL. (SEE GENERAL NOTE 2)



ELEVATION 25'-0" (NOM.) W-BEAM SECTION

NOTES: SEE GENERAL NOTE 2 FOR ALLOWABLE RAIL TYPES. SEE RAIL SPLICE DETAIL FOR REQUIRED HARDWARE.

* POST(S) MAY REQUIRE FIELD MODIFICATION TO ENSURE PROPER GUARDRAIL HEIGHT.

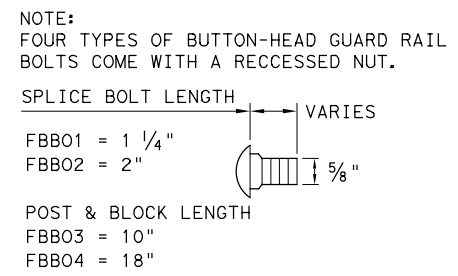


LOW FILL CULVERT POST

- NOTE: TWO INSTALLATION OPTIONS.
1. **BOLT-THROUGH OPTION:** REQUIRES A 6" MIN. SLAB THICKNESS. 7/8" DIA (ASTM A449) HEAVY HEX BOLTS WITH TWO HARDENED WASHER EACH AND HEAVY HEX NUTS. NOTE: BOLT LENGTH = SLAB PLUS 2 1/4" MIN.
 2. **EPOXY ANCHOR OPTION:** THIS OPTION MAY ONLY BE USED IF THE CULVERT SLAB IS 9" MIN. THICK. THREADED ANCHOR RODS MUST BE 7/8" DIA. ASTM A449 OR A193 GRADE B7 WITH HEAVY HEX NUT, AND ONE HARDENED WASHER EACH. EMBED ANCHOR RODS 6" WITH HILTI HIT RE 500 EPOXY ADHESIVE. OTHER TYPE III CLASS C EPOXY ADHESIVES MEETING THE REQUIREMENTS OF DMS-6100, "EPOXIES AND ADHESIVES", MAY BE USED IF IT CAN BE DEMONSTRATED THAT THEY MEET OR EXCEED THE STRENGTH OF HILTI HIT RE 500 WITH THE SAME EMBEDMENT DEPTH AND THREADED ROD DIA. FOLLOW THE MANUFACTURER'S REQUIREMENTS FOR INSTALLING EPOXIED THREADED RODS. EXTEND RODS 1/4" MIN. BEYOND NUT.

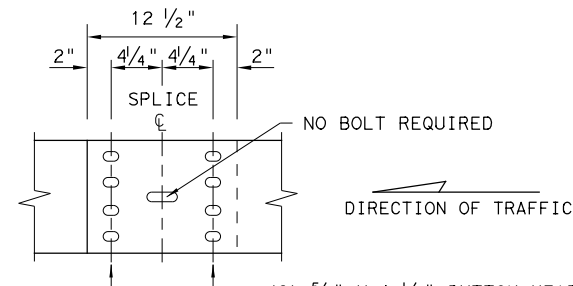
NOTE: TRANSITIONS TO BRIDGE RAILS OR TRAFFIC BARRIERS. SEE GF(31)TL3 TR STANDARD FOR HIGH-SPEED TL-3 TRANSITIONS. SEE GF(31)TL2 TR STANDARD FOR LOW-SPEED TL-2 TRANSITIONS.

NOTE: CULVERTS OF 25 FT. OR LESS, SEE GF(31)LS STANDARD FOR "LONG SPAN" OPTION.



BUTTON HEAD BOLT

NOTE: SEE GENERAL NOTE 3 FOR SPLICE & POST BOLT DETAILS.

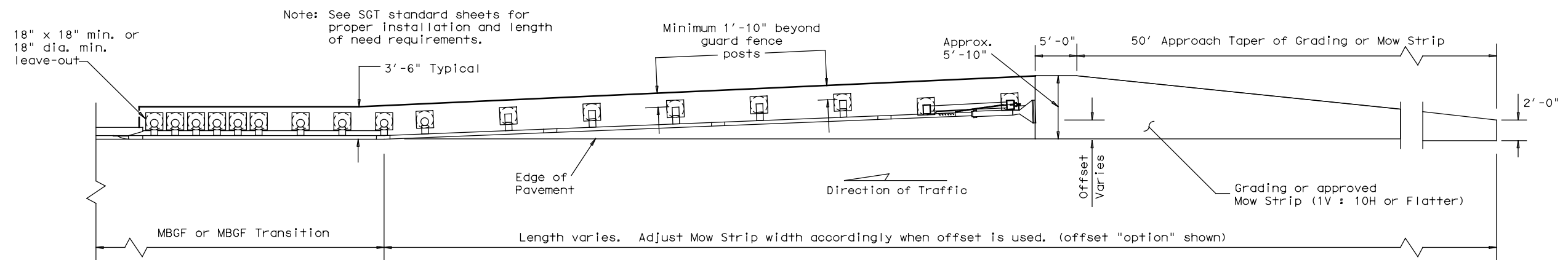


MID-SPAN RAIL SPLICE DETAIL

NOTE: GF(31), MID-SPAN RAIL SPLICES ARE REQUIRED WITH 6'-3" POST SPACINGS.

				Design Division Standard	
METAL BEAM GUARD FENCE TL-3 MASH COMPLIANT GF(31)-19					
FILE: gf3119.dgn	DN: TXDOT	CK: KM	DW: VP	CK: CGL/AG	
© TXDOT: NOVEMBER 2019		CONT	SECT	JOB	HIGHWAY
REVISIONS					
DIST	COUNTY			476	
AUS	HAYS				29

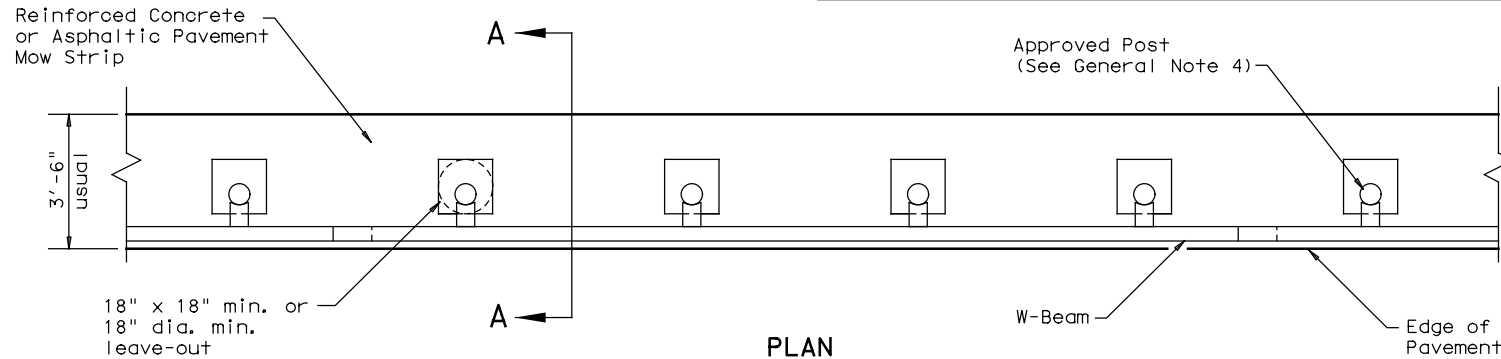
DISCLAIMER: THE USE OF THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TXDOT FOR ANY PURPOSE WHATSOEVER. TXDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.



Note: See SGT standard sheets for proper installation and length of need requirements.

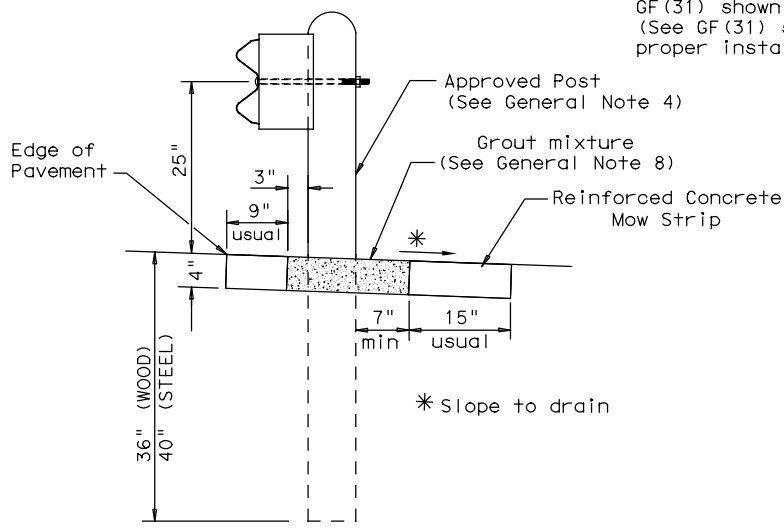
GRADING AND MOW STRIP AT GUARDRAIL END TREATMENTS

Note: Site Condition(s)
 Site conditions may exist where grading is required for the proper installation of metal guard fence and end treatments.
 Approach grading or mow strip may be decreased or eliminated, as directed by the Engineer.



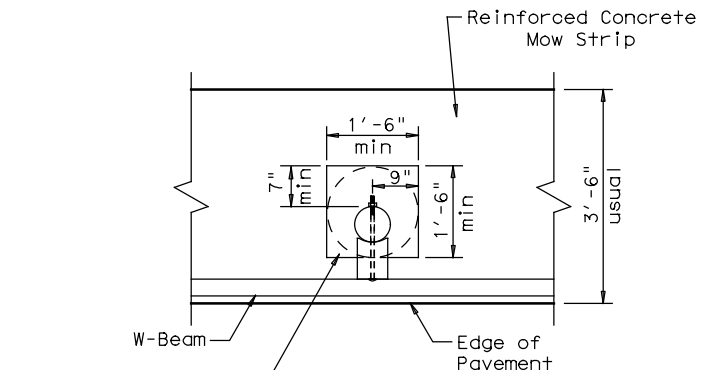
PLAN

GF(31) shown with Mow Strip (See GF(31) standard sheet for proper installation)



SECTION A-A

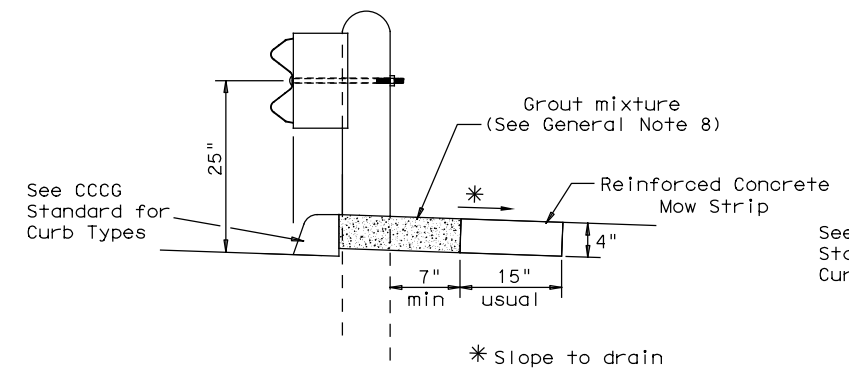
Typical



MOW STRIP DETAIL

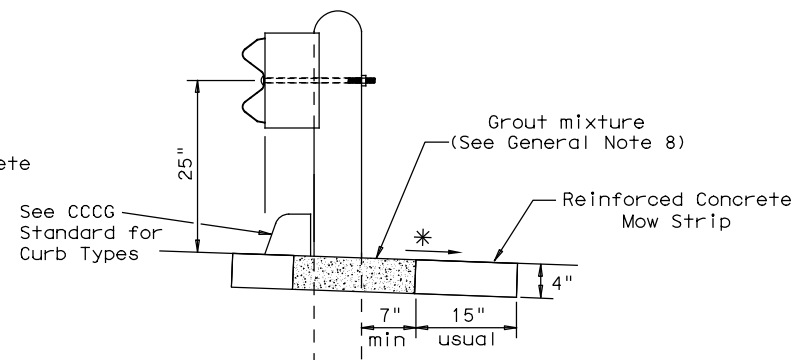
Reinforced Concrete Mow Strip with 18" x 18" Square or 18" Dia. minimum leave-out.

- GENERAL NOTES**
1. This mow strip design is for use with metal beam guard fence, guard fence transitions, and guard fence end treatments. See applicable GF(31) MBGF or GF(31) Transition Standard sheet for additional information.
 2. Mow strips shall be reinforced concrete with (wire mesh or synthetic fiber), as shown on the plans and will be paid for under the pertinent bid item. Reinforced concrete shall be placed in accordance with Item 432, "Riprap." The use of the synthetic fiber in lieu of steel reinforcing is acceptable, provided the fiber producer is on the Department Material Producer List (MPL), maintained by TxDOT, Construction Division.
 3. The leave-out behind the post shall be a minimum of 7".
 4. Only steel (W6 x 8.5 or W6 x 9.0), or 7 1/2" Dia. round wood posts are acceptable for use in the mow strip. See GF(31) Standard for additional details.
 5. Other curb placement options may be used. Curbs are not considered part of the mow strip and will be paid for under other pertinent bid item.
 6. Thickness of the mow strip will be 4".
 7. The limits of payment for reinforced concrete will include leave-outs for the posts.
 8. The leave-outs shall be filled with a Grout mixture consisting of: 2719 pounds sand, 188 pounds Type 1 or II cement, and 550 pounds of water per cubic yard, with a 28-day compressive strength of approximately 230 psi or less. Provide grout with a consistency that will flow into and completely fill all voids. Due to auger size, larger leave-out dimensions are acceptable from both an impact performance and maintenance repair standpoint (Suggested Maximum leave-out of 20"). Payment for furnishing and placing the grout mixture will be subsidiary to the pay item of riprap mow strip.



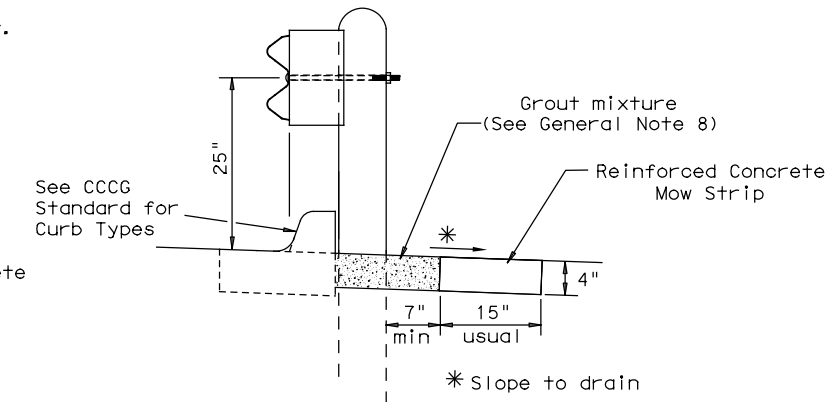
CURB OPTION (1)

This option will increase the post embedment throughout the system.



CURB OPTION (2)

Curb shown on top of mow strip

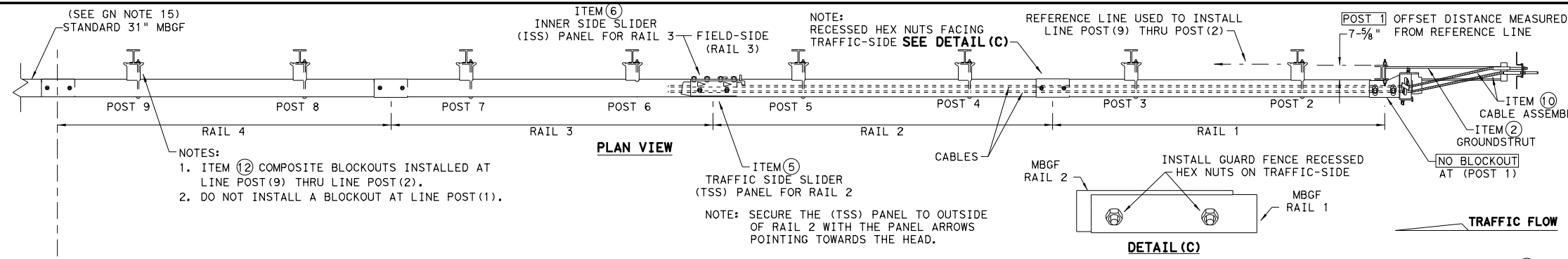


CURB OPTION (3)

		Design Division Standard	
METAL BEAM GUARD FENCE (MOW STRIP) TL-3 MASH COMPLIANT GF (31) MS-19			
FILE: gf31ms19.dgn	DN: TXDOT	CK: KM	DW: VP
© TXDOT: NOVEMBER 2019	CONT	SECT	JOB
REVISIONS			
DIST	COUNTY		477
AUS	HAYS		30

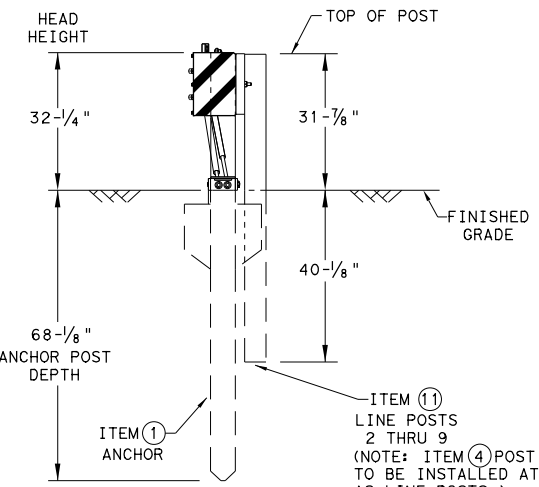
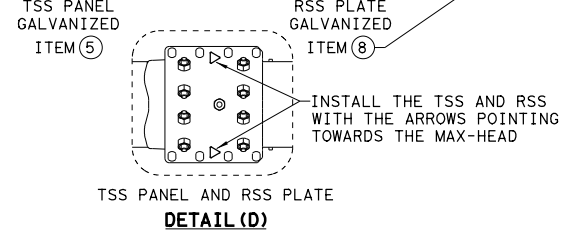
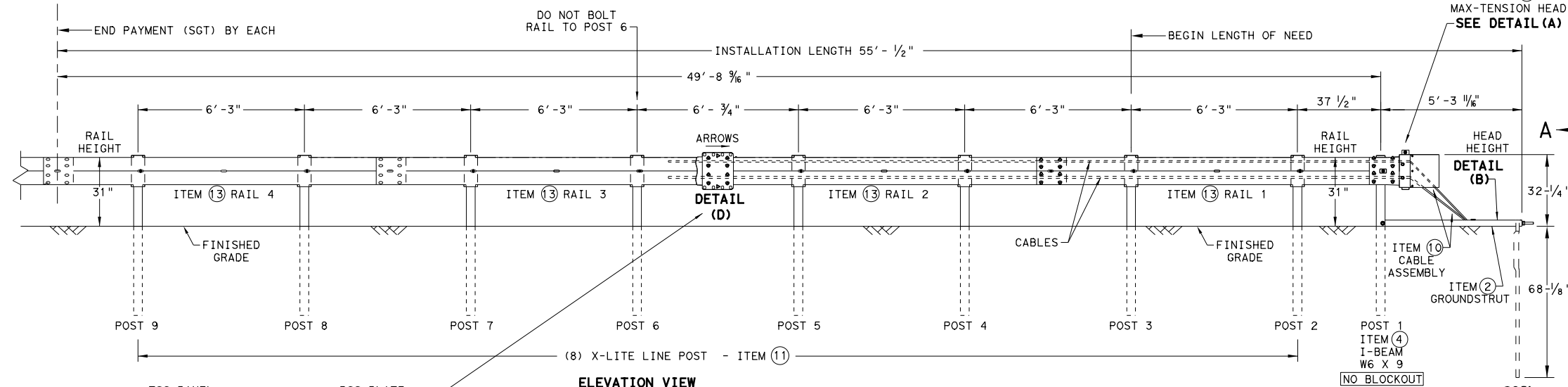
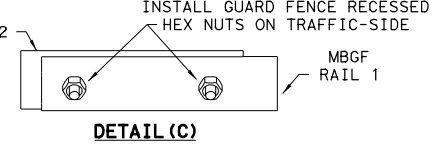
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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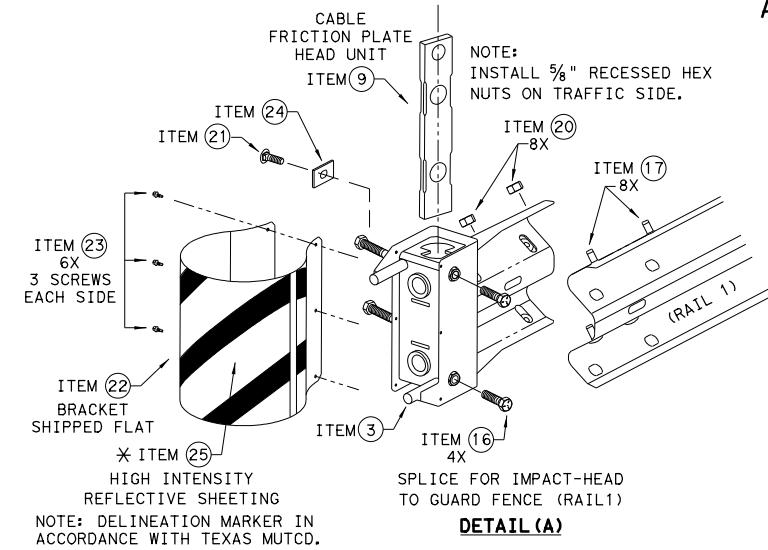


- NOTES:
- ITEM 12 COMPOSITE BLOCKOUTS INSTALLED AT LINE POST (9) THRU LINE POST (2).
 - DO NOT INSTALL A BLOCKOUT AT LINE POST (1).

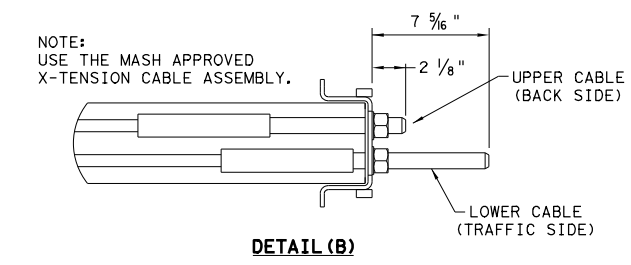
NOTE: SECURE THE (TSS) PANEL TO OUTSIDE OF RAIL 2 WITH THE PANEL ARROWS POINTING TOWARDS THE HEAD.



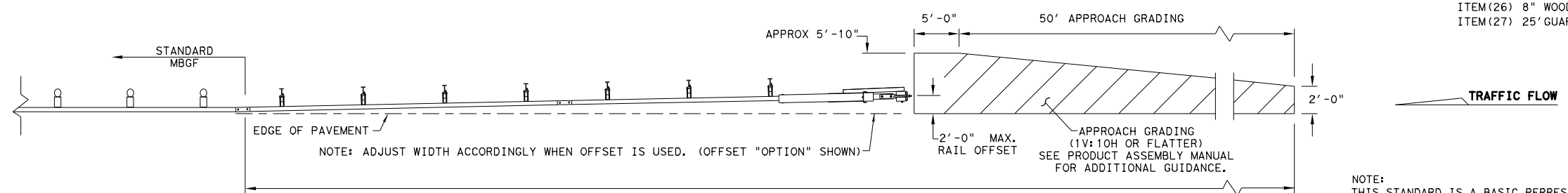
SOIL ANCHOR, POST 1 & LINE POST 2 THRU 9
SECTION VIEW A-A



DETAIL (A)



DETAIL (B)



APPROACH GRADING AT GUARDRAIL END TREATMENTS

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE MAX-TENSION END TERMINAL, IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

GENERAL NOTES

- FOR SPECIFIC INFORMATION REGARDING INSTALLATION AND TECH GUIDANCE OF THE SYSTEM, CONTACT: LINDSAY TRANSPORTATION (LTS) - BARRIER SYSTEMS, INC. AT (707) 374-6800
- FOR INSTALLATION, REPAIR, & MAINTENANCE REFER TO THE MAX-TENSION INSTALLATION INSTRUCTION MANUAL. P/N MANMAX REV D (ECN 3516).
- APPLY HIGH INTENSITY REFLECTIVE SHEETING, "OBJECT MARKER" ON THE FRONT FACE OF THE DEVICE PER MANUFACTURER'S RECOMMENDATIONS. OBJECT MARKER SHALL CONFORM TO THE STANDARDS REQUIRED IN TEXAS MUTCD.
- FOR POST (LEAVE-OUT) INSTALLATION AND GUIDANCE SEE TxDOT'S LATEST ROADWAY MOW STRIP STANDARD.
- ALL STEEL COMPONENTS ARE GALVANIZED PER ASTM A123 OR EQUIVALENT UNLESS OTHERWISE STATED.
- SYSTEM SHOWN USING STEEL WIDE FLANGE POST WITH COMPOSITE BLOCKOUTS.
- COMPOSITE MATERIAL BLOCKOUT THAT MEETS THE REQUIREMENTS OF DMS-7210, MAY BE SUBSTITUTED FOR BLOCKOUTS SIMILAR DIMENSIONS. SEE CONSTRUCTION DIVISION MATERIAL PRODUCER LIST (MPL) FOR CERTIFIED PRODUCERS.
- REFER TO INSTALLATION MANUAL FOR SPECIFIC PANEL LAPPING GUIDANCE.
- IF SOLID ROCK IS ENCOUNTERED SEE THE MANUFACTURER'S INSTALLATION MANUAL FOR INSTALLATION GUIDANCE.
- POSTS SHALL NOT BE SET IN CONCRETE.
- A DRIVING CAP WITH A TIMBER OR PLASTIC INSERT SHALL BE USED WHEN DRIVING POST TO PREVENT DAMAGE TO THE GALVANIZING ON TOP OF THE POST.
- MAX-TENSION SYSTEM SHALL NEVER BE INSTALLED WITHIN A CURVED SECTION OF GUARDRAIL.
- IF A DELINEATION MARKER IS REQUIRED, MARKER SHALL BE IN ACCORDANCE WITH TEXAS MUTCD.
- THE SYSTEM IS SHOWN WITH 12'-6" MBSF PANELS, 25'-0" MBSF PANELS ARE ALSO ALLOWED.
- A MINIMUM OF 12'-6" OF 12GA. MBSF IS REQUIRED IMMEDIATELY DOWNSTREAM OF THE MAX-TENSION SYSTEM.

Item # 14.

ITEM#	PART NUMBER	DESCRIPTION	QTY
1	BSI-1610060-00	SOIL ANCHOR - GALVANIZED	1
2	BSI-1610061-00	GROUND STRUT - GALVANIZED	1
3	BSI-1610062-00	MAX-TENSION IMPACT HEAD	1
4	BSI-1610063-00	W6x9 I-BEAM POST 6FT.-GALVANIZED	1
5	BSI-1610064-00	TSS PANEL - TRAFFIC SIDE SLIDER	1
6	BSI-1610065-00	ISS PANEL - INNER SIDE SLIDER	1
7	BSI-1610066-00	TOOTH - GEOMET	1
8	BSI-1610067-00	RSS PLATE - REAR SIDE SLIDER	1
9	B061058	CABLE FRICTION PLATE - HEAD UNIT	1
10	BSI-1610069-00	CABLE ASSEMBLY - MASH X-TENSION	2
11	BSI-1012078-00	X-LITE LINE POST-GALVANIZED	8
12	B090534	8" W-BEAM COMPOSITE-BLOCKOUT XT110	8
13	BSI-4004386	12'-6" W-BEAM GUARD FENCE PANELS 12GA.	4
14	BSI-1102027-00	X-LITE SQUARE WASHER	1
15	BSI-2001886	5/8" X 7" THREAD BOLT HH (GR.5)GEOMET	1
16	BSI-2001885	3/4" X 3" ALL-THREAD BOLT HH (GR.5)GEOMET	4
17	4001115	5/8" X 1 1/4" GUARD FENCE BOLTS (GR.2)MGAL	48
18	2001840	5/8" X 10" GUARD FENCE BOLTS MGAL	8
19	2001636	5/8" WASHER F436 STRUCTURAL MGAL	2
20	4001116	5/8" RECESSED GUARD FENCE NUT (GR.2)MGAL	59
21	BSI-2001888	5/8" X 2" ALL THREAD BOLT (GR.5)GEOMET	1
22	BSI-1701063-00	DELINEATION MOUNTING (BRACKET)	1
23	BSI-2001887	1/4" X 3/4" SCREW SD HH 410SS	7
24	4002051	GUARDRAIL WASHER RECT AASHTO FWRO3	1
25	SEE NOTE BELOW	HIGH INTENSITY REFLECTIVE SHEETING	1
26	4002337	8" W-BEAM TIMBER-BLOCKOUT, PDB01B	8
27	BSI-4004431	25' W-BEAM GUARDRAIL PANEL, 8-SPACE, 12GA.	2
28	MANMAX Rev- (D)	MAX-TENSION INSTALLATION INSTRUCTIONS	1

* TO BE PROVIDED BY DISTRIBUTOR OR CONTRACTOR.
** ALTERNATIVE ITEMS NOT SHOWN. ITEM (26) 8" WOOD-BLOCKOUTS ITEM (27) 25' GUARD FENCE PANELS

Texas Department of Transportation
Design Division Standard

MAX-TENSION END TERMINAL MASH - TL-3

SGT (11S) 31-18

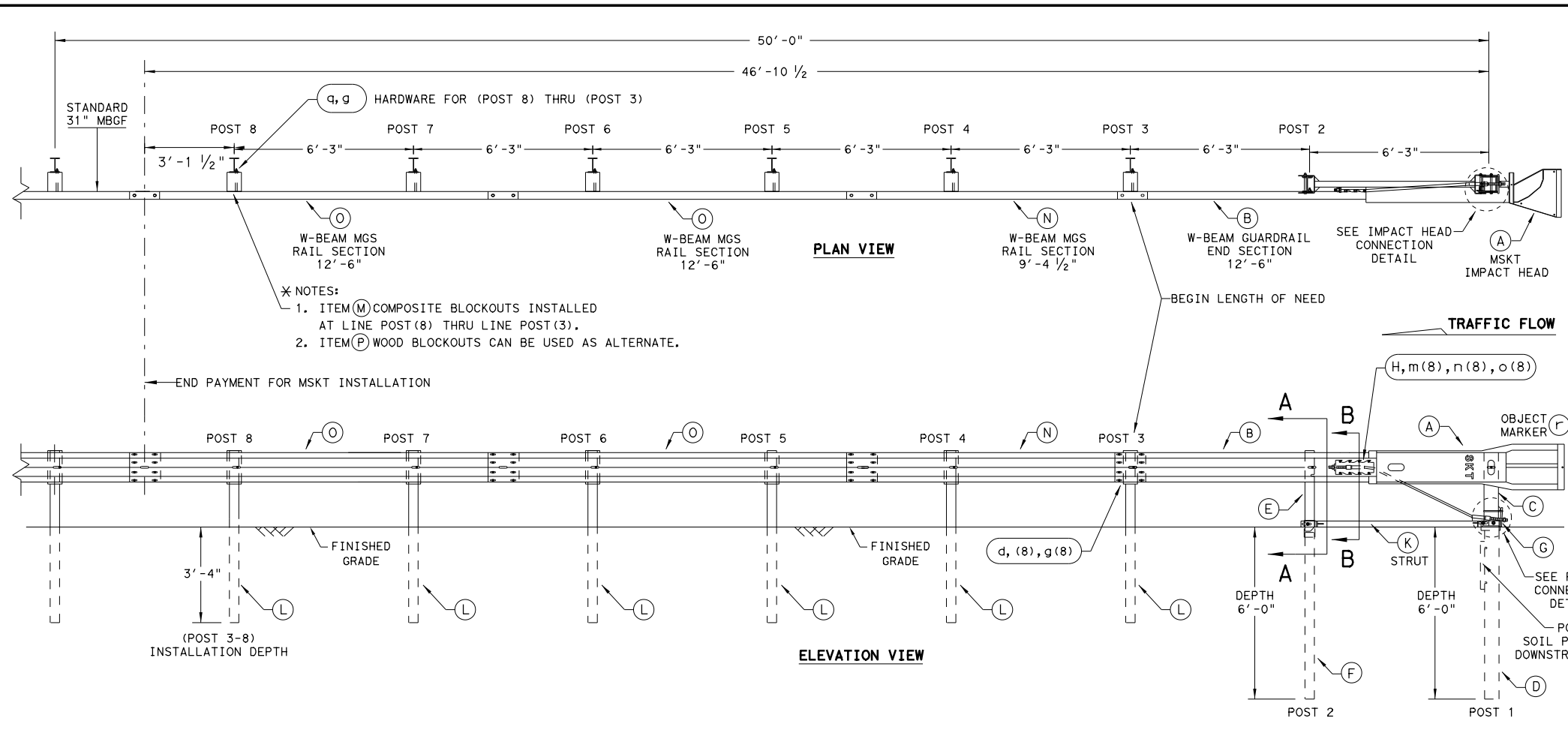
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© TxDOT: FEBRUARY 2018 CONT SECT JOB HIGHWAY

REVISIONS

DIST	COUNTY	478
AUS	HAYS	31

DISCLAIMER: THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TXDOT FOR ANY PURPOSE WHATSOEVER. TXDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

DATE: 10/4/2023
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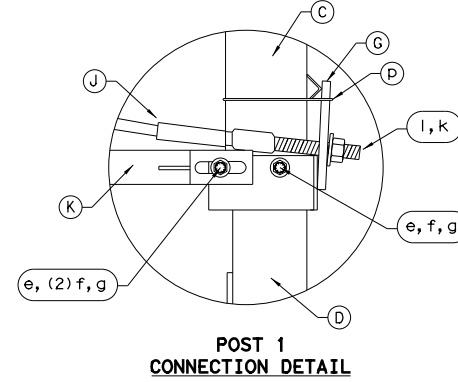
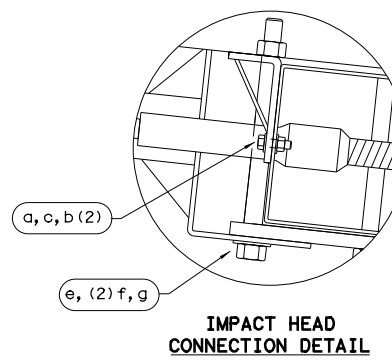
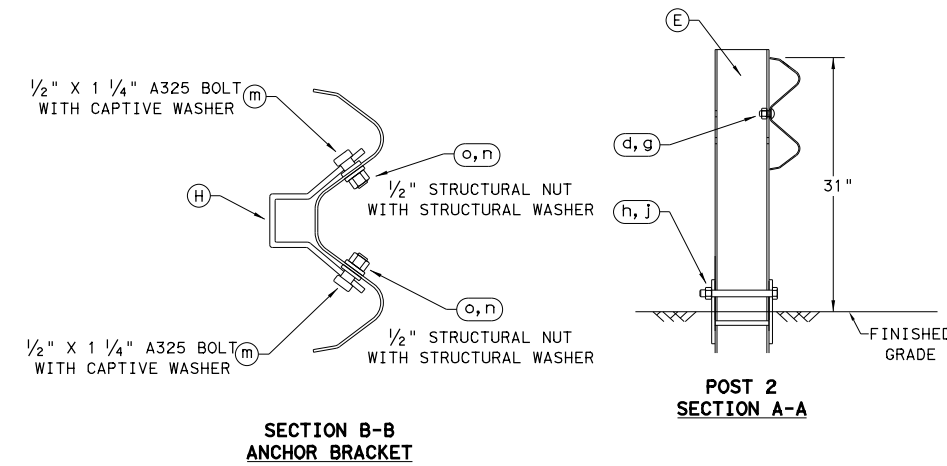


- NOTES:
- ITEM (M) COMPOSITE BLOCKOUTS INSTALLED AT LINE POST (8) THRU LINE POST (3).
 - ITEM (P) WOOD BLOCKOUTS CAN BE USED AS ALTERNATE.

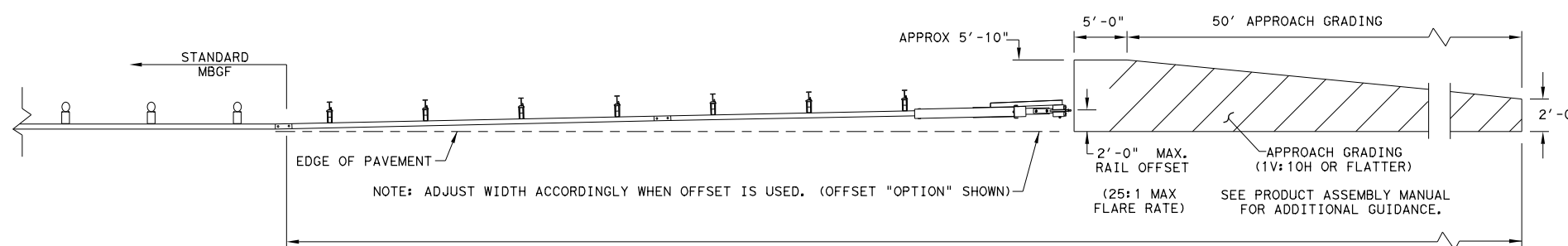
- GENERAL NOTES**
- FOR SPECIFIC INFORMATION REGARDING INSTALLATION AND TECHNICAL GUIDANCE SYSTEM, CONTACT: ROAD SYSTEMS, INC. (432)263-2435. 3616 OLD HOWARD CO BIG SPRING, TX 79720
 - FOR INSTALLATION, REPAIR AND MAINTENANCE REFER TO THE: MSKT END TERMINAL, PRODUCT DESCRIPTION ASSEMBLY MANUAL (PUBLICATION-062717).
 - APPLY HIGH INTENSITY REFLECTIVE SHEETING, "OBJECT MARKER" ON THE FRONT FACE OF THE DEVICE PER MANUFACTURER'S RECOMMENDATIONS. OBJECT MARKER SHALL CONFORM TO THE STANDARDS REQUIRED IN TEXAS MUTCD.
 - FOR POST (LEAVE-OUT) INSTALLATION AND GUIDANCE SEE TXDOT'S LATEST ROADWAY MOW STRIP STANDARD.
 - HARDWARE (BOLTS, NUTS, & WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING". FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
 - SYSTEM SHOWN USING STEEL WIDE FLANGE POSTS WITH COMPOSITE BLOCKOUTS.
 - A COMPOSITE MATERIAL BLOCKOUTS THAT MEETS THE REQUIREMENTS OF DMS-7210, MAY BE SUBSTITUTED FOR BLOCKOUTS OF SIMILAR DIMENSIONS. SEE CONSTRUCTION DIVISION MATERIAL PRODUCER LIST (MPL) FOR CERTIFIED PRODUCERS.
 - IF SOLID ROCK IS ENCOUNTERED IN THE AREA OF (POST 1) AND / OR (POST 2) CONTACT THE MANUFACTURER, & REFER TO THE LATEST ROADWAY MBSGF STANDARD FOR INSTALLATION GUIDANCE.
 - POSTS SHALL NOT BE SET IN CONCRETE.
 - SYSTEM MUST BE ATTACHED TO STANDARD 31" MBSGF.
 - UNDER NO CIRCUMSTANCES SHALL THE GUARDRAIL WITHIN THE MSKT SYSTEM BE CURVED.
 - A FLARE RATE OF UP TO 25:1 MAY BE USED TO PREVENT THE TERMINAL HEAD FROM ENCRANCHING ON THE SHOULDER. THE FLARE MAY BE DECREASED OR ELIMINATED FOR SPECIFIC INSTALLATIONS, IF DIRECTED BY THE ENGINEER.
 - THE SYSTEM IS SHOWN WITH TWO 12'-6" MBSGF PANELS, ONE 25'-0" MBSGF PANEL IS ALSO ALLOWED IN ITS PLACE.
 - A DRIVING CAP WITH A TIMBER OR PLASTIC INSERT SHALL BE USED WHEN DRIVING POSTS 3-8 TO PREVENT DAMAGE TO THE GALVANIZING ON TOP OF THE POST. SPECIAL DRIVING CAP TO BE USED ON LOWER POSTS 1 & 2 TO PREVENT DAMAGE TO THE WELDED PLATES.

Item # 14.

ITEM	QTY	MAIN SYSTEM COMPONENTS	ITEM NUMBERS
A	1	MSKT IMPACT HEAD	MS3000
B	1	W-BEAM GUARDRAIL END SECTION, 12 Ga.	SF1303
C	1	POST 1 - TOP (6" X 6" X 1/8" TUBE)	MTPHP1A
D	1	POST 1 - BOTTOM (6' W6X15)	MTPHP1B
E	1	POST 2 - ASSEMBLY TOP	UHP2A
F	1	POST 2 - ASSEMBLY BOTTOM (6' W6X9)	HP2B
G	1	BEARING PLATE	E750
H	1	CABLE ANCHOR BOX	S760
J	1	BCT CABLE ANCHOR ASSEMBLY	E770
K	1	GROUND STRUT	MS785
L	6	W6X9 OR W6X8.5 STEEL POST	P621
M	6	COMPOSITE BLOCKOUTS	CBSP-14
N	1	W-BEAM MGS RAIL SECTION (9'-4 1/2")	G12025
O	2	W-BEAM MGS RAIL SECTION (12'-6")	G1203A
P	6	WOOD BLOCKOUT 6" X 8" X 14"	P675
Q	1	W-BEAM MGS RAIL SECTION (25'-0")	G1209
SMALL HARDWARE			
a	2	5/8" x 1" HEX BOLT (GRD 5)	B5160104A
b	4	5/8" WASHER	W0516
c	2	5/8" HEX NUT	N0516
d	25	5/8" Dia. x 1 1/4" SPLICE BOLT (POST 2)	B580122
e	2	5/8" Dia. x 9" HEX BOLT (GRD A449)	B580904A
f	3	5/8" WASHER	W050
g	33	5/8" Dia. H.G.R NUT	N050
h	1	3/4" Dia. x 8 1/2" HEX BOLT (GRD A449)	B340854A
j	1	3/4" Dia. HEX NUT	N030
k	2	1 ANCHOR CABLE HEX NUT	N100
l	2	1 ANCHOR CABLE WASHER	W100
m	8	1/2" x 1 1/4" A325 BOLT WITH CAPTIVE WASHER	SB12A
n	8	1/2" STRUCTURAL NUTS	N012A
o	8	1 1/8" O.D. x 3/8" I.D. STRUCTURAL WASHERS	W012A
p	1	BEARING PLATE RETAINER TIE	CT-100ST
q	6	5/8" x 10" H.G.R. BOLT	B581002
r	1	OBJECT MARKER 18" X 18"	E3151



ALTERNATIVE ITEMS NOT SHOWN. * *
 * ITEM (P) 8" WOOD-BLOCKOUT
 * * ITEM (Q) 25' GUARD FENCE PANEL



NOTE: TXDOT GENERIC APPROACH GRADING LAYOUT USED FOR ALL TANGENT TYPE END TREATMENTS.

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE MSKT END TERMINAL, IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

Design Division Standard

SINGLE GUARDRAIL TERMINAL

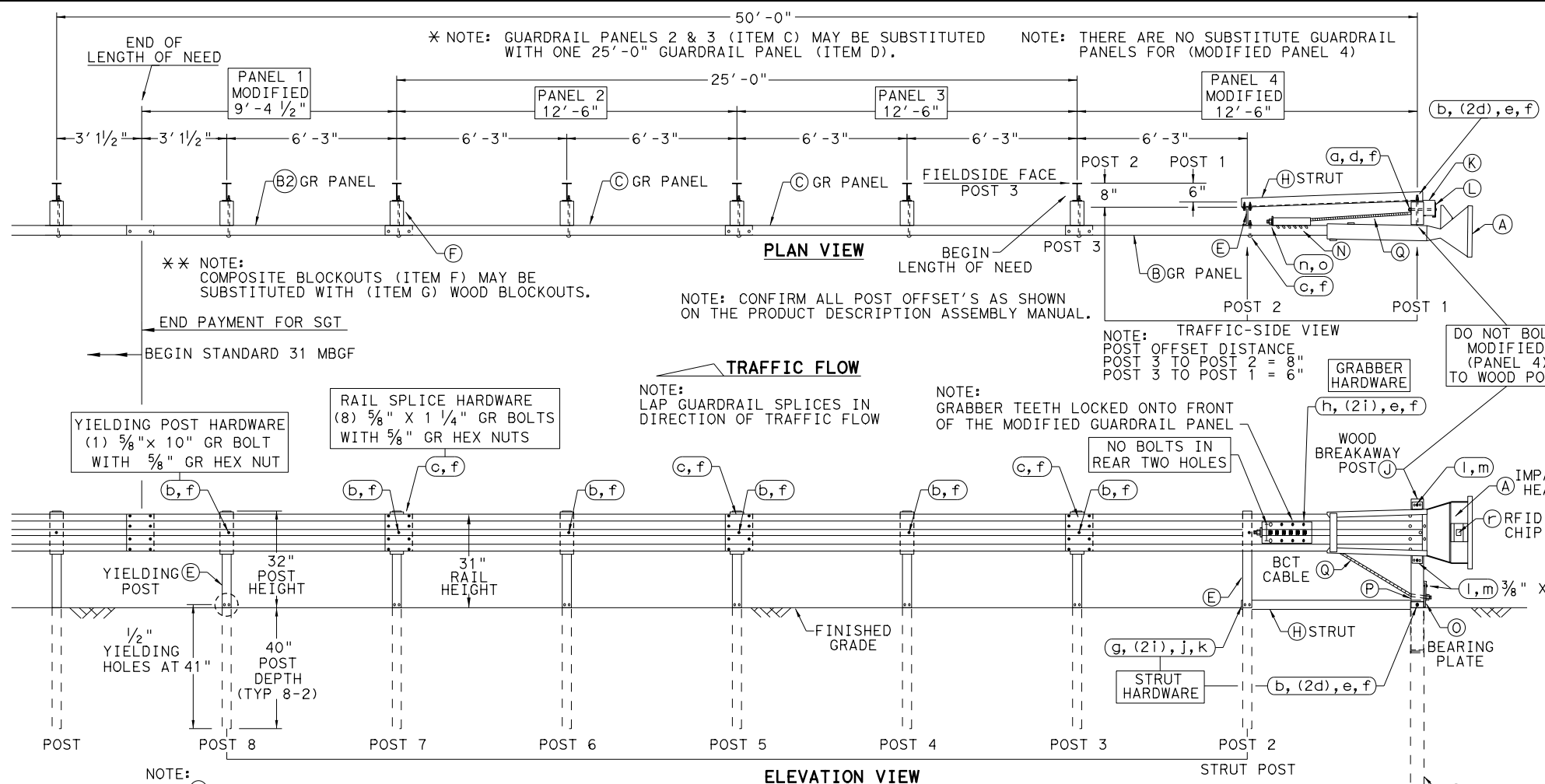
MSKT-MASH-TL-3

SGT (12S) 31-18

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REVISIONS				
DIST	COUNTY		479	
AUS	HAYS			

DISCLAIMER: THE USE OF THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TXDOT FOR ANY PURPOSE WHATSOEVER. TXDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

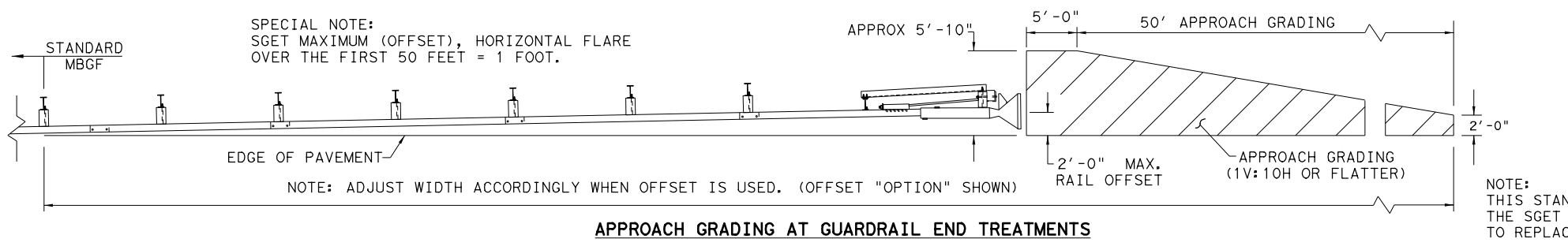
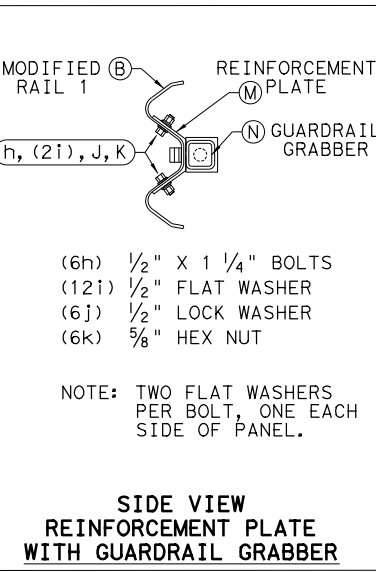
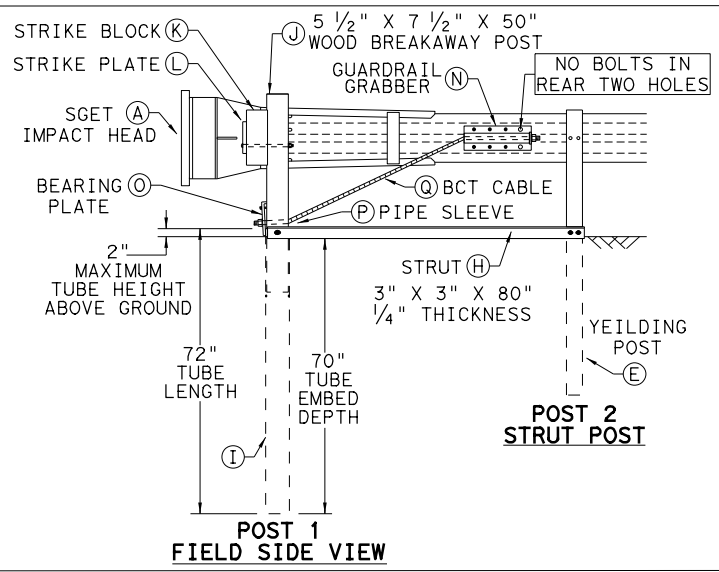
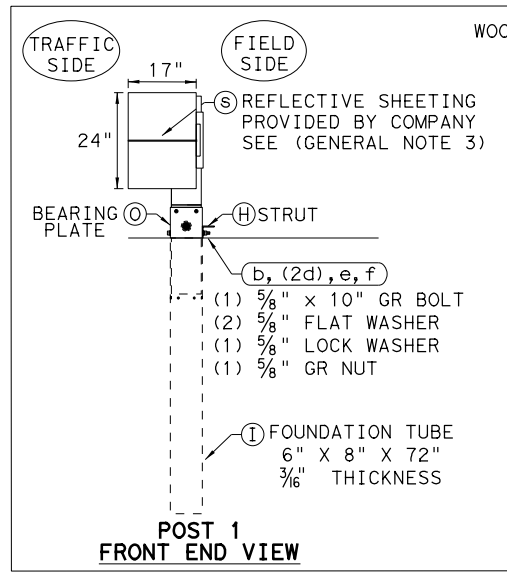
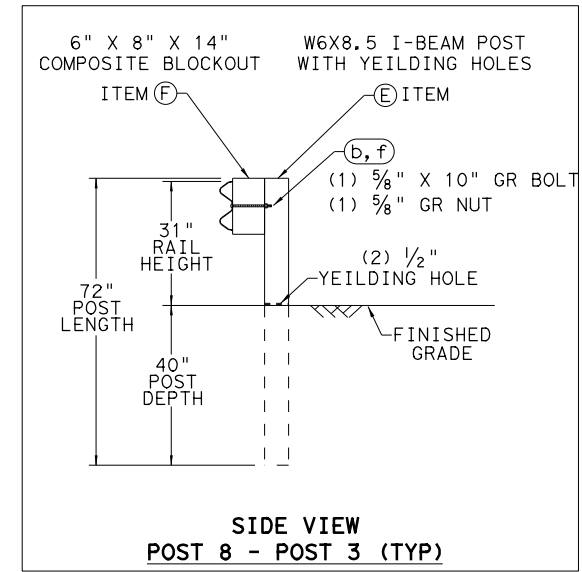
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- GENERAL NOTES**
- FOR SPECIFIC INFORMATION REGARDING INSTALLATION AND TECHNICAL DATA OF THE SYSTEM, CONTACT: SPIG INDUSTRY, INC. AT 1(267) 644-9510. 14675 INDUSTRIAL PARK RD; BRISTOL, VA 24202
 - FOR INSTALLATION, REPAIR AND MAINTENANCE REFER TO THE MANUFACTURER'S; SGET END TERMINAL, PRODUCT DESCRIPTION ASSEMBLY MANUAL.
 - MANUFACTURER WILL APPLY HIGH INTENSITY REFLECTIVE SHEETING, "OBJECT MARKER" TO THE FACE PLATE OF THE DEVICE PER MANUFACTURER'S RECOMMENDATIONS. THE OBJECT MARKER SHALL CONFORM TO THE STANDARDS REQUIRED IN TEXAS MUTCD.
 - THE NOMINAL HEIGHT OF THE GUARDRAIL BEAM IS 31 INCHES WITH A TOLERANCE OF +/- ONE INCH.
 - FOR POST (LEAVE-OUT) INSTALLATION AND GUIDANCE SEE TXDOT'S LATEST ROADWAY MOW STRIP STANDARD.
 - (POST 2 THROUGH POST 8) ARE MODIFIED STEEL-YIELDING POSTS WITH YIELDING HOLES AT GROUND LEVEL. THERE ARE NO SUBSTITUTE POSTS.
 - POSTS SHALL NOT BE SET IN CONCRETE.
 - IF SOLID ROCK IS ENCOUNTERED FOR ANY OF THE POSTS IN THE SYSTEM, CONTACT THE MANUFACTURER FOR SPECIFIC INSTALLATION GUIDANCE.
 - HARDWARE (BOLTS, NUTS, & WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING". FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
 - A COMPOSITE MATERIAL BLOCKOUT THAT MEETS DMS-7210 REQUIREMENTS MAY BE SUBSTITUTED FOR AN APPROVED WOOD BLOCKOUT. SEE CONSTRUCTION DIVISION MATERIAL PRODUCER LIST (MPL) FOR CERTIFIED PRODUCERS.
 - THE ENTIRE SYSTEM MUST BE INSTALLED IN A STRAIGHT LINE WITHOUT ANY CURVE. HOWEVER, THE SYSTEM CAN BE OFFSET BY TWO FEET AS SHOWN ON THE APPROACH GRADING DETAIL TO HELP OFF-SET THE IMPACT HEAD FROM SHOULDER OF THE ROAD.

ITEM	QTY	MAIN SYSTEM COMPONENTS	ITEM #
A	1	SGET IMPACT HEAD	SIH1A
B	1	MODIFIED GUARDRAIL PANEL 12'-6" 12GA	126SPZGP
B2	1	MODIFIED GUARDRAIL PANEL 9'-4 1/2" 12GA	GP94
C	2	STANDARD GUARDRAIL PANEL 12'-6" 12GA	GP126
D	1	STANDARD GUARDRAIL PANEL 25'-0" 12GA	GP25
E	7	MODIFIED YIELDING I-BEAM POST W6x8.5	YP6MOD
F	6	COMPOSITE BLOCKOUT 6" X 8" X 14"	CBO8
G	6	WOOD BLOCKOUT 6" X 8" X 14"	WB08
H	1	STRUT 3" X 3" X 80" X 1/4" A36 ANGLE	STR80
I	1	FOUNDATION TUBE 6" X 8" X 72" X 3/16"	FNDT6
J	1	WOOD BREAKAWAY POST 5 1/2" X 7 1/2" X 50"	WBRK50
K	1	WOOD STRIKE BLOCK	WSBK14
L	1	STRIKE PLATE 1/4" A36 BENT PLATE	SPLT8
M	1	REINFORCEMENT PLATE 12 GA. GR55	REPLT17
N	1	GUARDRAIL GRABBER 2 1/2" X 2 1/2" X 16 1/2"	GR17
O	1	BEARING PLATE 8" X 8 5/8" X 5/8" A36	BPLT8
P	1	PIPE SLEEVE 4 1/4" X 2 3/8" O.D. (2 1/8" I.D.)	PSLV4
Q	1	BCT CABLE 3/4" X 81" LENGTH	CBL81

ITEM	QTY	SMALL HARDWARE	ITEM #
a	1	5/8" X 12" GUARDRAIL BOLT 307A HDG	12GRBLT
b	7	5/8" X 10" GUARDRAIL BOLT 307A HDG	10GRBLT
c	33	5/8" X 1 1/4" GR SPLICE BOLTS 307A HDG	1GRBLT
d	3	5/8" FLAT WASHER F436 A325 HDG	58FW436
e	1	5/8" LOCK WASHER HDG	58LW
f	39	5/8" GUARDRAIL HEX NUT HDG	58HN563
g	2	1/2" X 2" STRUT BOLT A325 HDG	2BLT
h	6	1/2" X 1 1/4" PLATE BOLT A325 HDG	125BLT
i	16	1/2" FLAT WASHER F436 A325 HDG	12FWF436
j	8	1/2" LOCK WASHER HDG	12LW
k	8	1/2" HEX NUT A563 HDG	12HN563
l	4	3/8" X 3" HEX LAG SCREW GR5 HDG	38LS
m	4	3/8" FLAT WASHER F436 A325 HDG	38FW844
n	2	1" FLAT WASHER F436 A325 HDG	1FWF436
o	2	1" HEX NUT A563HDG HDG	1HN563
p	1	18" TO 24" LONG ZIP TIE RATED 175-200LB	ZPT18
q	1	1 1/2" X 4" SCH-40 PVC PIPE	PSPCR4
r	1	RFID CHIP RATED MIL-STD-810F	RFID810F
s	1	IMPACT HEAD REFLECTIVE SHEETING	RS30M



NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE SGET TERMINAL SYSTEM AND IS NOT INTENDED TO REPLACE THE MANUFACTURER'S ASSEMBLY MANUAL.

Texas Department of Transportation
Design Division Standard

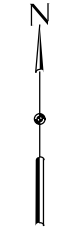
SPIG INDUSTRY, LLC
SINGLE GUARDRAIL TERMINAL
SGET - TL-3 - MASH
SGT (15) 31-20

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© TXDOT: APRIL 2020	CONT	SECT	JOB	REVISIONS
	DIST	COUNTY		
	AUS	HAYS		

480

LEGEND

- DRAINAGE AREA ID
- TOTAL AREA
- DRAINAGE AREA BOUNDARY
- FLOW ARROW
- 820- EXIST CONTOURS
- 820- PROP CONTOURS
- PROPOSED CONSTRUCTION BY OTHERS

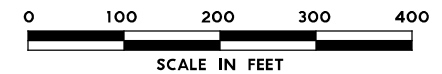


H&H Summary Table (Existing Conditions)								
DA 1: Exist Shane Culvert	Area		Tc Min	Design Storm (yrs)				
	SQFT	AC		2	10	25	50	100
189,024	4.34	4.34	13.06	C Value				
				0.47	0.53	0.58	0.61	0.65
				Intensity (in/hr)				
				4.1	6.8	8.4	9.6	11.0
				Q (cfs)				
				8.42	15.72	21.00	25.55	31.14

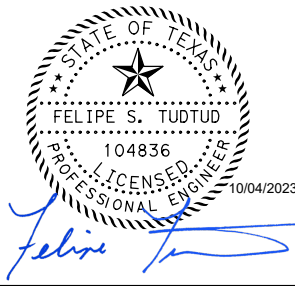
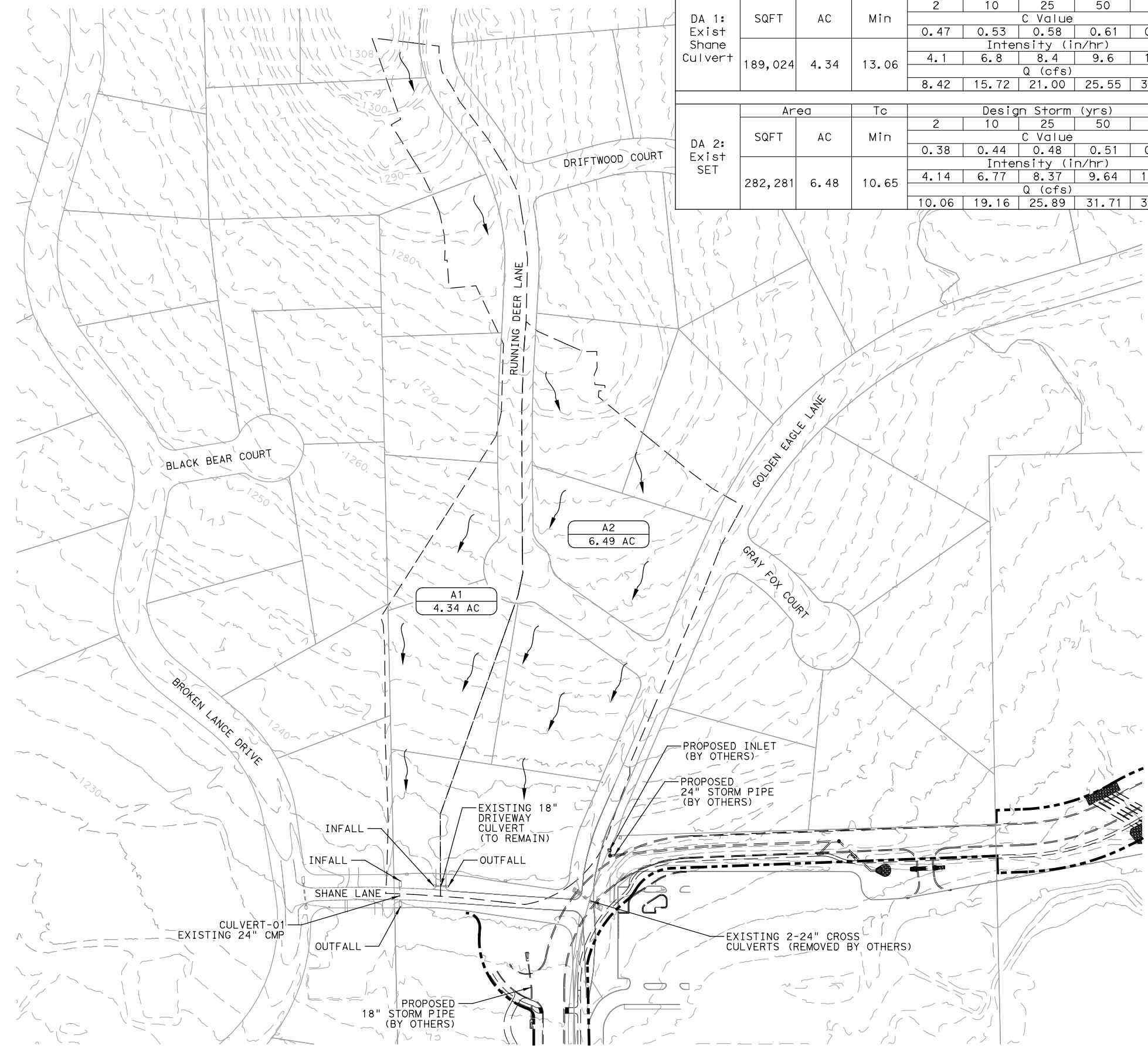
DA 2: Exist SET	Area		Tc Min	Design Storm (yrs)				
	SQFT	AC		2	10	25	50	100
282,281	6.48	6.48	10.65	C Value				
				0.38	0.44	0.48	0.51	0.55
				Intensity (in/hr)				
				4.14	6.77	8.37	9.64	10.97
				Q (cfs)				
				10.06	19.16	25.89	31.71	39.00

NOTES:

1. HAYS COUNTY TECHNICAL CRITERIA AND CITY OF AUSTIN CRITERIA DRAINAGE MANUAL (DCM) WERE USED FOR ALL HYDRAULIC COMPUTATIONS
2. HY-8 WAS USED TO MODEL THE EXTENSION OF THE EXISTING SHANE LANE CROSS CULVERT. CHANGES RESULT IN A MINOR DECREASE TO THE HEADWATER ELEVATION.
3. THE DESIGN STORM FOR THIS PROJECT IS THE 25-YR STORM EVENT.



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 USER: LGOMEZGONZ
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NO.	DATE	REVISION	APPROVED

HDR
 HDR
 Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900



ROGER HANKS

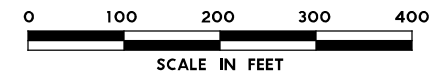
EXISTING DRAINAGE AREA MAP

SCALE: 1"=200'		SHEET 1 OF 2	
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS			RH
AT	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB
			481

LEGEND

- DRAINAGE AREA ID
- XX
X.XX AC --- TOTAL AREA
- DRAINAGE AREA BOUNDARY
- FLOW ARROW
- 820- EXIST CONTOURS
- 820- PROP CONTOURS
- PROPOSED CONSTRUCTION BY OTHERS

- NOTES:**
- HAYS COUNTY TECHNICAL CRITERIA AND CITY OF AUSTIN CRITERIA DRAINAGE MANUAL (DCM) WERE USED FOR ALL HYDRAULIC COMPUTATIONS
 - HY-8 WAS USED TO MODEL THE EXTENSION OF THE EXISTING SHANE LANE CROSS CULVERT. CHANGES RESULT IN A MINOR DECREASE TO THE HEADWATER ELEVATION.
 - THE DESIGN STORM FOR THIS PROJECT IS THE 25-YR STORM EVENT.



H&H Summary Table (Proposed Conditions)

DA	Area		Tc	Design Storm (yrs)				
	SQFT	AC		2	10	25	50	100
DA 1: Exist Shane Culvert	189,024	4.34	13.06	C Value				
				0.47	0.53	0.58	0.61	0.65
				Intensity (in/hr)				
				4.1	6.8	8.4	9.6	11.0
				Q (cfs)				
				8.42	15.72	21.00	25.55	31.14
DA 2: South PAZD	116,004	2.66	6.95	C Value				
				0.43	0.50	0.54	0.57	0.61
				Intensity (in/hr)				
				4.14	6.77	8.37	9.64	10.97
				Q (cfs)				
				4.76	8.96	12.01	14.64	17.90
DA 3: North PAZD	166,843	3.83	9.80	C Value				
				0.43	0.49	0.53	0.56	0.61
				Intensity (in/hr)				
				4.62	7.53	9.27	10.62	12.04
				Q (cfs)				
				7.54	14.12	18.87	22.93	27.91



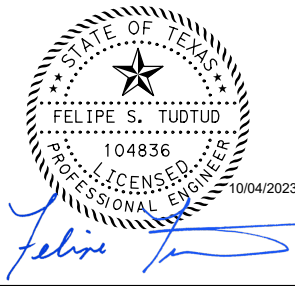
TSS Treatment Data

HDR Required TSS (lbs)	115
KHA Extra TSS (lbs)	187

Impervious Cover

Units	Existing	Proposed	Increase
SQFT	20,300	26,136	5,663
AC	0.47	0.60	0.13

WATER QUALITY NOTE:
 THIS PROJECT DOES NOT PROPOSE ANY BMPS. THE REQUIRED TSS TREATMENT FOR THE INCREASE IN IMPERVIOUS COVER WILL BE ACCOUNTED FOR IN THE ADJACENT ROGER HANKS PARKWAY EXTENSION PROJECT. THE ADJACENT PROJECT (EAPP =11003195; RN109124040) RECEIVED CZP APPROVAL ON OCTOBER 7TH, 2022, AND INCLUDES BMPS WITH MORE TREATMENT CAPACITY THAN REQUIRED ACCORDING TO THE CZP AND PLAN SET. THE EXTRA TREATMENT OF TSS FOR THE KHA PROJECT IS MORE THAN THE REQUIRED TSS FOR THIS PROJECT. A CZP EXCEPTION REQUEST STATING THIS IS TO BE SUBMITTED AT A FUTURE DATE.



NO.	DATE	REVISION	APPROVED

HDR
 HDR Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900

THE CITY OF DRIPPING SPRINGS TEXAS
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ROGER HANKS

PROPOSED DRAINAGE AREA MAP

SCALE: 1"=200' SHEET 2 OF 2

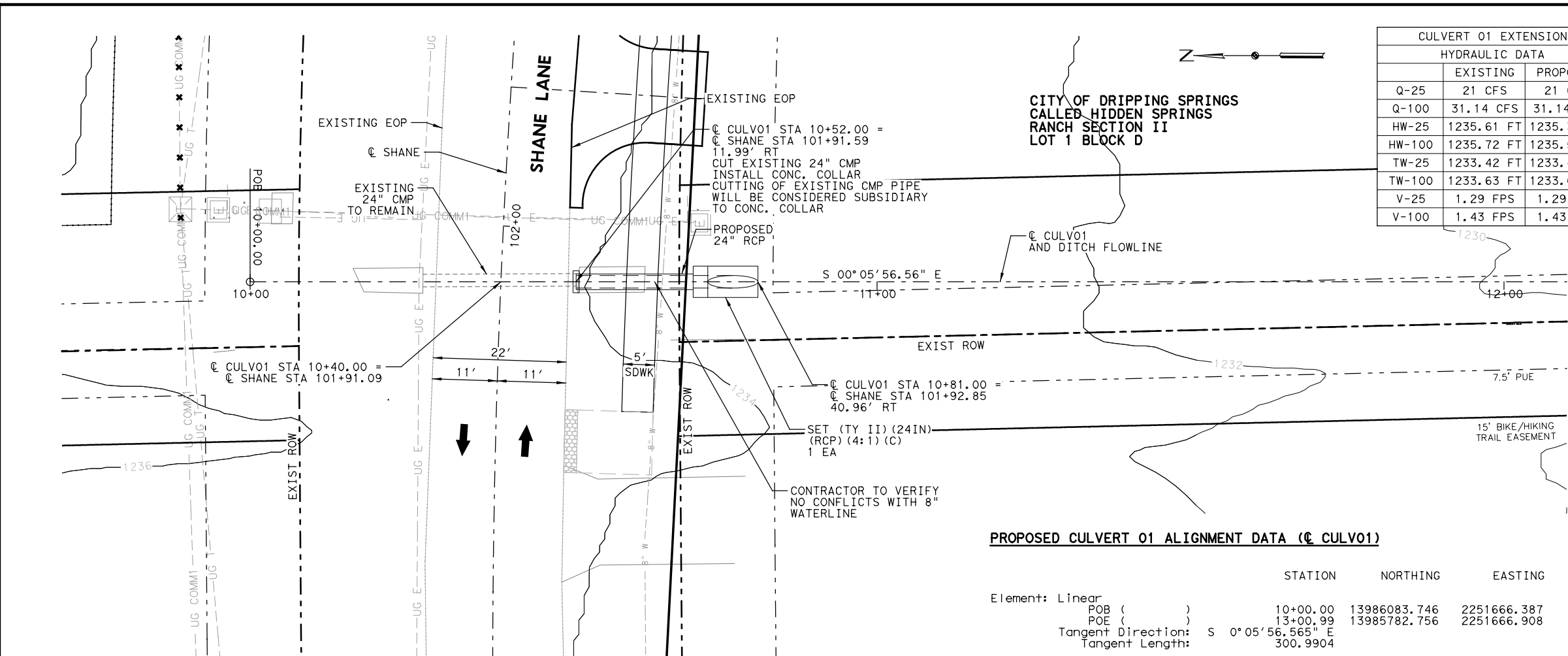
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GRAPHICS				RH
AT	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	AUS	HAYS	482
CHECK	CONTROL	SECTION	JOB	

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 USER: LGOINEZGONZ
 FILE: RH-PROP_DRN_AREAMAP_02.dgn

CULVERT 01 EXTENSION		
HYDRAULIC DATA		
	EXISTING	PROPOSED
Q-25	21 CFS	21 CFS
Q-100	31.14 CFS	31.14 CFS
HW-25	1235.61 FT	1235.38 FT
HW-100	1235.72 FT	1235.59 FT
TW-25	1233.42 FT	1233.42 FT
TW-100	1233.63 FT	1233.63 FT
V-25	1.29 FPS	1.29 FPS
V-100	1.43 FPS	1.43 FPS

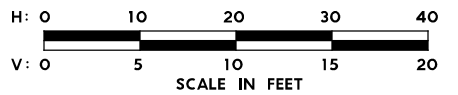
- LEGEND**
- 820 - EXIST CONTOURS
 - 820 - PROP CONTOURS
 - - - - EXIST ROW
 - - - - PROPOSED CONSTRUCTION BY OTHERS

- NOTES:**
- HAYS COUNTY TECHNICAL CRITERIA AND CITY OF AUSTIN CRITERIA DRAINAGE MANUAL (DCM) WERE USED FOR ALL HYDRAULIC COMPUTATIONS.
 - HY-8 WAS USED TO MODEL THE EXTENSION OF THE EXISTING SHANE LANE CROSS CULVERT. CHANGES RESULT IN A MINOR DECREASE TO THE HEADWATER ELEVATION.
 - THE UTILITY INFORMATION SHOWN IS PROVIDED BY OTHERS. THIS INFORMATION WAS OBTAINED SOLELY FOR THE USE OF THE ENGINEERING DESIGN OF THE PROJECT. THE ACCURACY AND SUFFICIENCY OF THE INFORMATION SHOWN IS NOT GUARANTEED. THE CONTRACTOR SHALL FIELD VERIFY UTILITY LIMITS AND LOCATIONS PRIOR TO CONSTRUCTION.

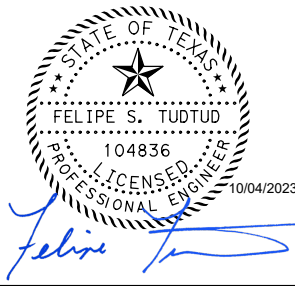
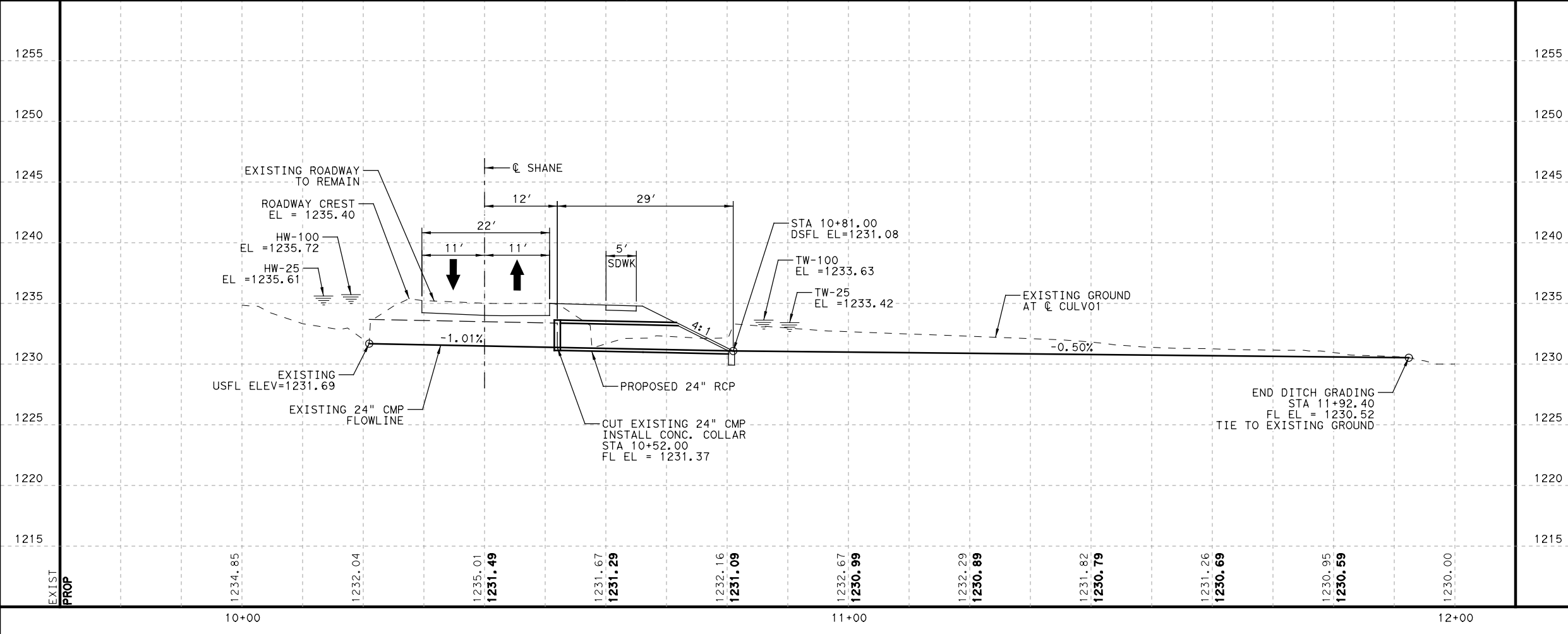


PROPOSED CULVERT 01 ALIGNMENT DATA (CULV01)

Element:	STATION	NORTHING	EASTING
Linear	10+00.00	13986083.746	2251666.387
POB ()	10+00.00	13986083.746	2251666.387
POE ()	13+00.99	13985782.756	2251666.908
Tangent Direction:	S 0° 05' 56.565\" E		
Tangent Length:	300.9904		



PENTABLE: TXDOT_PDF_BW.plt
 USER: LGOMEZGONZ
 FILE: RH-CULV01_EXTENSION.01.dgn
 DATE: 10/4/2023
 TIME: 8:15:10 AM
 SCALE: 1:20



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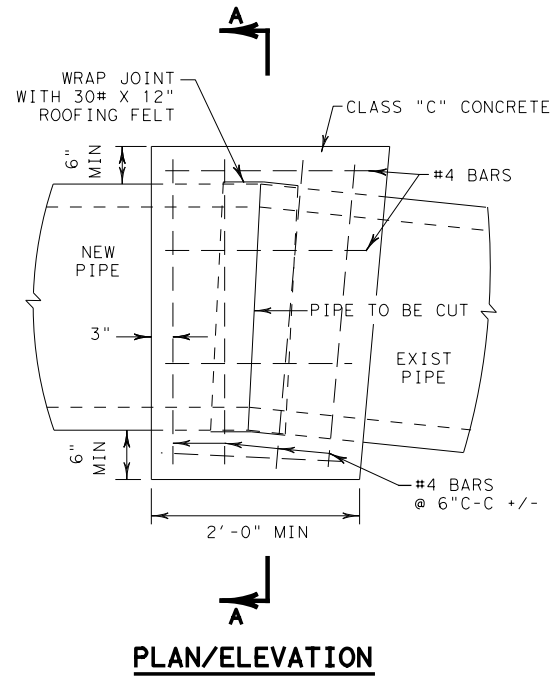
ROGER HANKS

CULVERT 01 LAYOUT

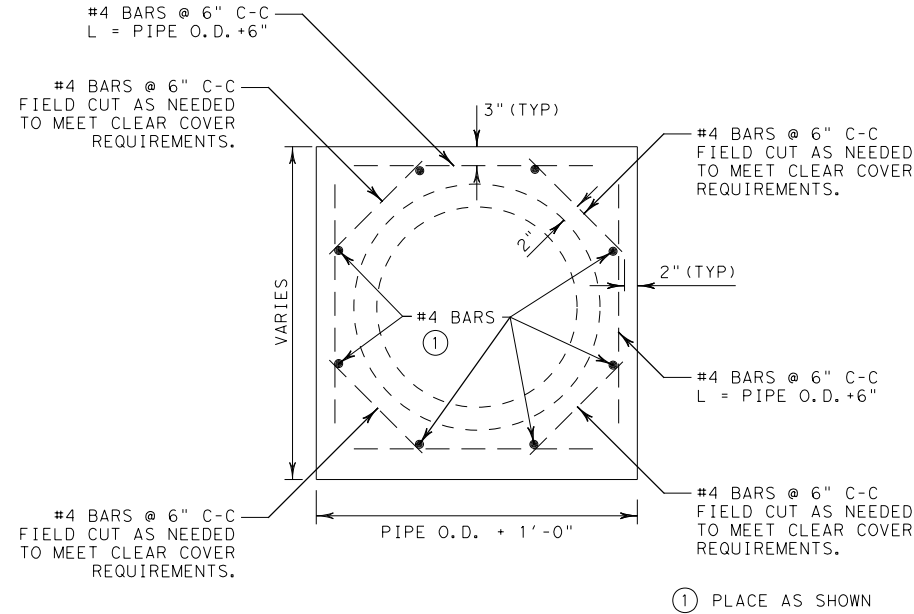
SCALE: 1"=10'-H
 1"=5'-V

SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS			RH
AT	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	HAYS
CHECK	CONTROL	SECTION	JOB



PLAN/ELEVATION



SECTION A-A

PIPE COLLAR DETAIL
FOR HORIZONTAL OR VERTICAL PLACEMENT
N.T.S.

**PIPE COLLAR
GENERAL NOTES**

1. THE CONTRACTOR SHALL TAKE STEPS TO ENSURE A SMOOTH JOINT ALONG THE INSIDE WALL OF PIPE.
2. ANY SPILLAGE OF CONCRETE THROUGH THE JOINT SHALL BE REMOVED AND THE INSIDE PIPE SURFACES SMOOTHED AS DIRECTED BY THE ENGINEER.
3. PIPE COLLARS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO ITEM 464.

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 USER: LGOMEZGONZ
 FILE: RH-DRW-DETAIL01.dgn
 PENTABLE: 10338078.tbl
 DATE: 10/04/2023
 TIME: 8:22:14 AM
 SCALE: 1:1

Felipe S. Tutud

NO.	DATE	REVISION	APPROVED

HDR
HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900

THE CITY OF
DRIPPING SPRINGS
TEXAS
© 2023

ROGER HANKS
DRAINAGE DETAILS

NTS				SHEET 1 OF 1
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
FT				RH
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	HAYS	
CHECK	CONTROL	SECTION	JOB	484

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Size	MAX DEPTH = 15 ft. to top of BASE SLAB											MAX DEPTH = 25 ft. to top of BASE SLAB											Min Height (See Gen Note 3)	Max HOLE DIA (See Gen Note 2)	Item # 14. Max KO DIA (See Fab Note 1)		
	Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)					Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)									
	Short Span Reinft. Area	Long Span Reinft. Area	Thickness	Short Span Reinft. Area	Long Span Reinft. Area	Thickness	Reduced Riser Size	Short Span Reinft. Area	Long Span Reinft. Area	Thickness	Short Span Reinft. Area	Long Span Reinft. Area	Thickness	Short Span Reinft. Area	Long Span Reinft. Area	Thickness	Reduced Riser Size	Short Span Reinft. Area	Long Span Reinft. Area	Thickness	Reduced Riser Size	Short Span Reinft. Area				Long Span Reinft. Area	Thickness
	X x Y	Ashort	Along	BS	Bshort	Blong	W	RWSxRWL or ID	Dshort	Dlong	TS	Ashort	Along	BS	Bshort	Blong	W	RWSxRWL or ID	Dshort	Dlong	TS	BH MIN				HOLE DIA	KO DIA
ft.	in ² /ft	in ² /ft	in.	in ² /ft	in ² /ft	in.	ft. **	in ² /ft	in ² /ft	in.	in ² /ft	in ² /ft	in.	in ² /ft	in ² /ft	in.	ft. **	in ² /ft	in ² /ft	in.	ft.	in.	in.				
Precast Junction Box (PJB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	0.37	0.37	9	0.29	0.29	6	0.24	0.24	6	N/A	0.37	0.37	9	3.5	36	36			
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	0.41	0.41	9	0.47	0.47	6	0.38	0.38	6	N/A	0.41	0.41	9	4.5	48	48			
	3x5	0.29	0.18	6	0.19	0.35	6	N/A	0.48	0.48	9	0.39	0.18	6	0.23	0.59	6	N/A	0.48	0.48	9	3.5	36/60	36/60			
	4x5	0.36	0.18	6	0.22	0.34	6	N/A	0.42	0.42	9	0.53	0.26	6	0.39	0.59	6	N/A	0.42	0.42	9	4.5	48/60	48/60			
	5x5	0.36	0.36	6	0.34	0.34	6	N/A	0.43	0.43	9	0.62	0.62	6	0.59	0.59	6	N/A	0.43	0.43	9	5.5	60	60			
	5x6	0.27	0.27	9	0.34	0.45	6	N/A	0.48	0.48	9	0.47	0.45	9	0.38	0.54	8	N/A	0.48	0.48	9	5.5	60/72	60/72			
	6x6	0.27	0.27	9	0.45	0.45	6	N/A	0.56	0.56	9	0.52	0.52	9	0.54	0.54	8	N/A	0.56	0.56	9	6.5	72	72			
	8x8	0.46	0.46	9	0.51	0.51	8	N/A	0.45	0.45	12	0.87	0.87	9	0.59	0.59	10	N/A	0.45	0.45	12	8.5	96	72			
Precast Base (PB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	N/A	N/A	N/A	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	3.5	36	36			
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	0.47	0.47	6	0.38	0.38	6	N/A	N/A	N/A	N/A	4.5	48	48			
	3x5	0.29	0.18	6	0.19	0.35	6	3x3	0.30	0.34	9	0.39	0.18	6	0.23	0.59	6	3x3	0.40	0.40	9	3.5	36/60	36/60			
	4x5	0.36	0.18	6	0.22	0.34	6	3x3	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	3x3	0.46	0.37	9	4.5	48/60	48/60			
	4x5	0.36	0.18	6	0.22	0.34	6	4x4	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	4x4	0.39	0.39	9	4.5	48/60	48/60			
	4x5	0.36	0.18	6	0.22	0.34	6	48"	0.39	0.39	9	0.53	0.26	6	0.39	0.59	6	48"	0.47	0.47	9	4.5	48/60	48/60			
	4x5	0.36	0.18	6	0.22	0.34	6	3x5	0.33	0.40	9	0.53	0.26	6	0.39	0.59	6	3x5	0.48	0.48	9	4.5	48/60	48/60			
	5x5	0.36	0.36	6	0.34	0.34	6	3x3	0.34	0.34	9	0.62	0.62	6	0.59	0.59	6	3x3	0.53	0.53	9	5.5	60	60			
	5x5	0.36	0.36	6	0.34	0.34	6	4x4	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	4x4	0.64	0.64	9	5.5	60	60			
	5x5	0.38	0.38	6	0.34	0.34	6	48"	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	48"	0.64	0.64	9	5.5	60	60			
	5x5	0.36	0.36	6	0.34	0.34	6	3x5	0.34	0.40	9	0.62	0.62	6	0.59	0.59	6	3x5	0.53	0.53	9	5.5	60	60			
	5x6	0.31	0.31	9	0.34	0.45	6	3x3	0.34	0.34	9	0.47	0.45	9	0.38	0.54	8	3x3	0.61	0.50	9	5.5	60/72	60/72			
	5x6	0.27	0.27	9	0.34	0.45	6	4x4	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	4x4	0.74	0.57	9	5.5	60/72	60/72			
	5x6	0.29	0.29	9	0.34	0.45	6	48"	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	48"	0.74	0.57	9	5.5	60/72	60/72			
	5x6	0.29	0.29	9	0.34	0.45	6	3x5	0.45	0.45	9	0.47	0.45	9	0.38	0.54	8	3x5	0.61	0.61	9	5.5	60/72	60/72			
	6x6	0.29	0.29	9	0.45	0.45	6	3x3	0.41	0.41	9	0.52	0.52	9	0.54	0.54	8	3x3	0.74	0.74	9	6.5	72	72			
	6x6	0.27	0.27	9	0.45	0.45	6	4x4	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	4x4	0.87	0.87	9	6.5	72	72			
	6x6	0.29	0.29	9	0.45	0.45	6	48"	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	48"	0.87	0.87	9	6.5	72	72			
	6x6	0.29	0.29	9	0.45	0.45	6	3x5	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	3x5	0.87	0.87	9	6.5	72	72			
	8x8	0.52	0.52	9	0.51	0.51	8	3x3	0.61	0.61	12	0.91	0.91	9	0.70	0.70	10	3x3	0.85	0.85	12	8.5	96	72			
8x8	0.52	0.52	9	0.51	0.51	8	4x4	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	4x4	1.01	1.01	12	8.5	96	72				
8x8	0.52	0.52	9	0.51	0.51	8	48"	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	48"	1.01	1.01	12	8.5	96	72				
8x8	0.52	0.52	9	0.51	0.51	8	3x5	0.70	0.85	12	0.87	0.87	9	0.70	0.70	10	3x5	1.01	1.01	12	8.5	96	72				

** Unless otherwise indicated.

FABRICATION NOTES:

- Maximum spacing of reinforcement is 8".
- At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

GENERAL NOTES:

- Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
- Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
- Min Height shown is for stock base units. Use stock base units whenever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-6".

HL93 LOADING



**DESIGN DATA FOR
PRECAST BASE AND
JUNCTION BOX**

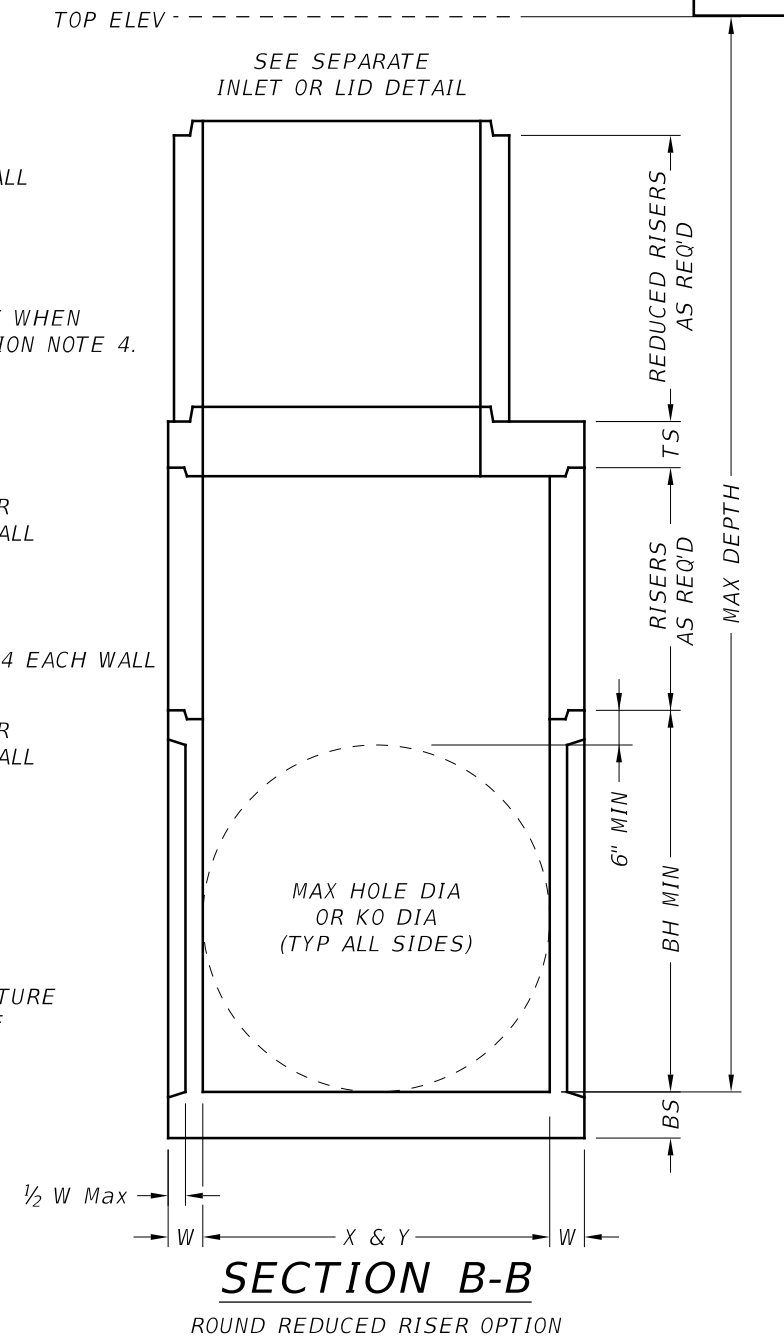
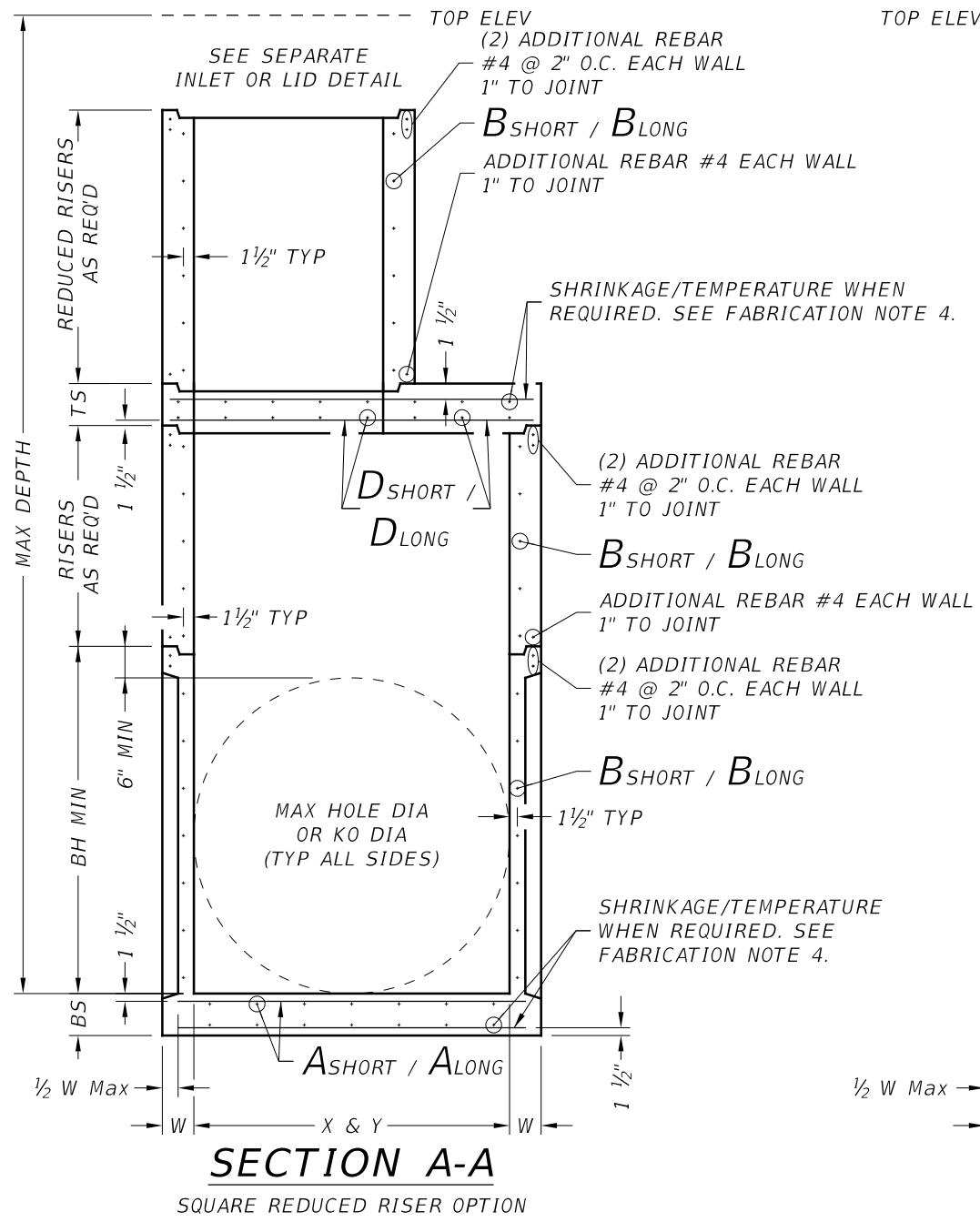
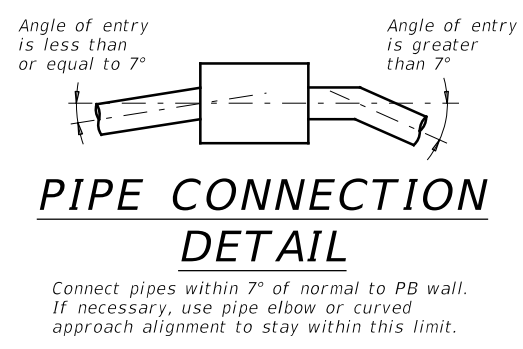
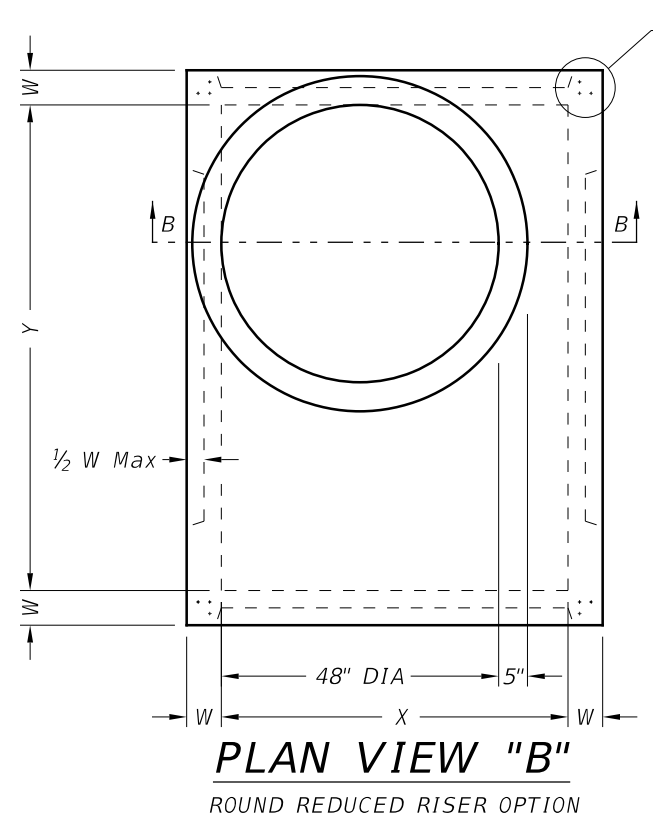
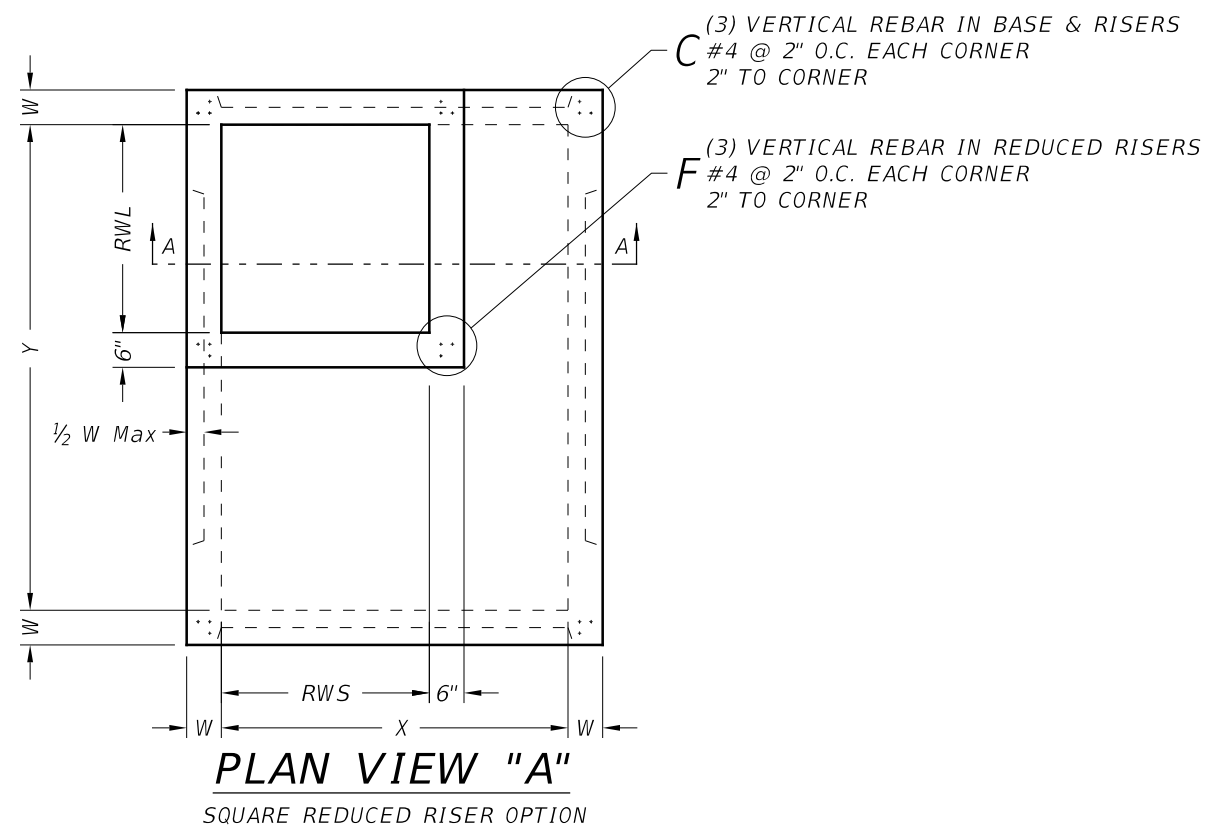
PDD

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©TxDOT February 2020	CONTRACT	SECTION	JOB	PROJECT
REVISIONS				
DIST	COUNTY			
AUS	HAYS			
				485
				38

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Item # 14.



FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 1/2" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is 3/4".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

INSTALLATION NOTES:

1. If required elsewhere. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or 1/2 the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

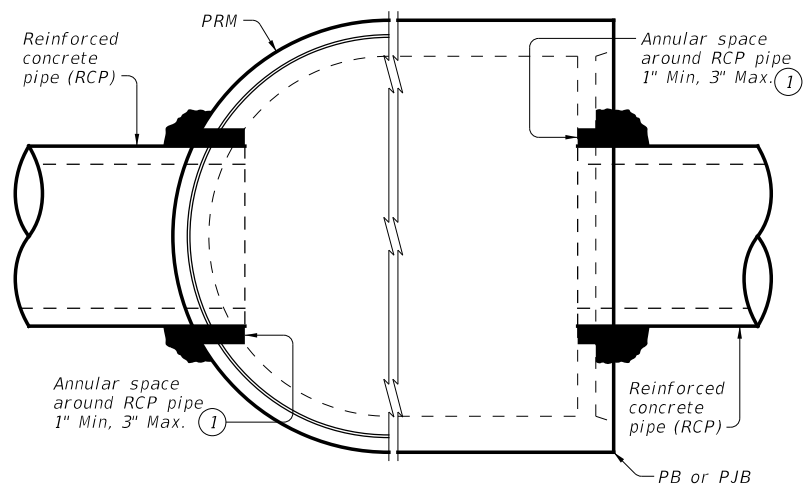
GENERAL NOTES:

1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

Cover dimensions are clear dimensions, unless noted otherwise.

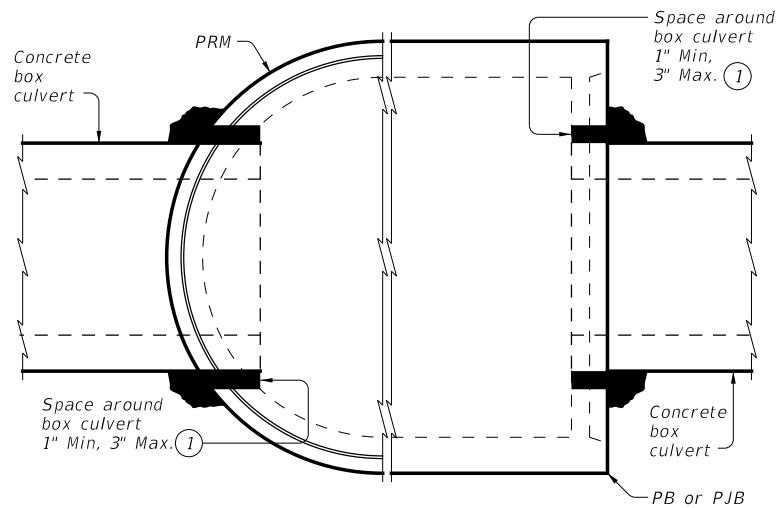
		Bridge Division Standard	
PRECAST BASE			
PB			
FILE: prest01-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT
©TxDOT February 2020	CONTRACT	SECTION	JOB
<small>REVISIONS</small>			
DIST	COUNTY		
AUS	HAYS		
			486

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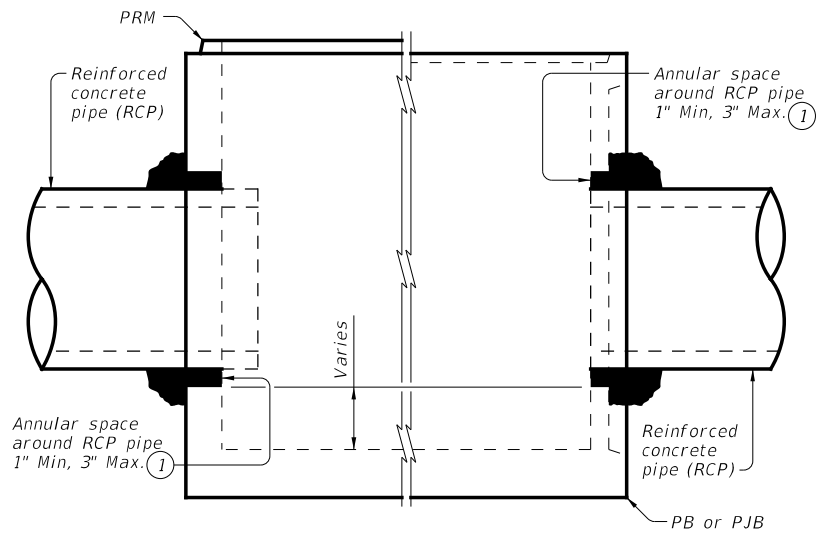
PRECAST ROUND MANHOLE (PRM) WITH THROUGH-HOLE
 PRECAST BASE (PB) OR PRECAST JUNCTION BOX (PJB) WITH THIN-WALL KNOCK-OUT

TYPICAL HALF PLAN



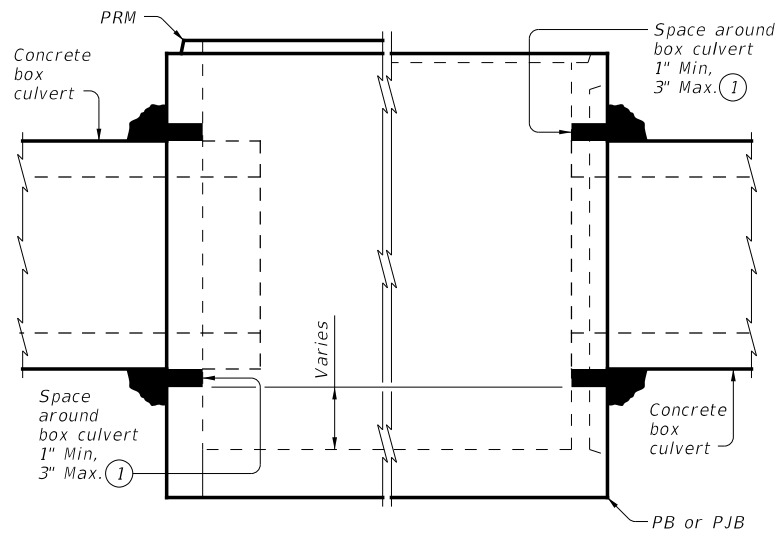
PRECAST ROUND MANHOLE (PRM) WITH THROUGH-HOLE
 PRECAST BASE (PB) OR PRECAST JUNCTION BOX (PJB) WITH THIN-WALL KNOCK-OUT

TYPICAL HALF PLAN



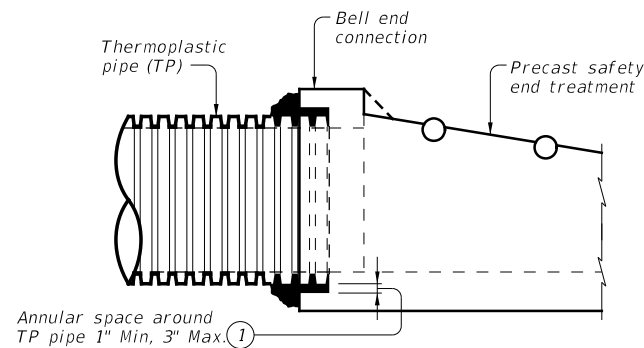
PRECAST ROUND MANHOLE (PRM) WITH THROUGH-HOLE
 PRECAST BASE (PB) OR PRECAST JUNCTION BOX (PJB) WITH THIN-WALL KNOCK-OUT

TYPICAL HALF ELEVATION



PRECAST ROUND MANHOLE (PRM) WITH THROUGH-HOLE
 PRECAST BASE (PB) OR PRECAST JUNCTION BOX (PJB) WITH THIN-WALL KNOCK-OUT

TYPICAL HALF ELEVATION



TYPICAL PARTIAL ELEVATION OF PRECAST SAFETY END TREATMENTS

Showing square PSET for parallel drainage, cross drainage shown similar.

① Completely fill the void between the precast structure and the connecting pipe or box with cementitious grouts and mortars in accordance with DMS-4675 "Cementitious Grouts and Mortars for Miscellaneous Application".

CONSTRUCTION NOTES:

Do not grout rubber gasket joints without Manufacturer's recommendations.
 Do not use bricks, masonry blocks, native stone, or similar materials in conjunction with grouted connections when filling void spaces around pipes or box culverts.

MATERIAL NOTES:

Provide grouted connections in accordance with DMS-4675 "Cementitious Grouts and Mortars for Miscellaneous Application".

GENERAL NOTES:

See applicable standards for notes and details not shown:
 Precast Base (PB)
 Precast Junction Box (PJB)
 Precast Round Manhole (PRM)
 Precast Safety End Treatments C/D Square (PSET-SC)
 Precast Safety End Treatments P/D Square (PSET-SP)
 Provide Concrete Box Culverts in accordance with Item 462 "Concrete Box Culverts and Drains".
 Provide Reinforced Concrete Pipe (RCP) in accordance with Item 464 "Reinforced Concrete Pipe".
 Provide Thermoplastic Pipe (TP) in accordance with Special Specification Thermoplastic Pipe.
 Payment for grouted connections is considered subsidiary to other bid items.

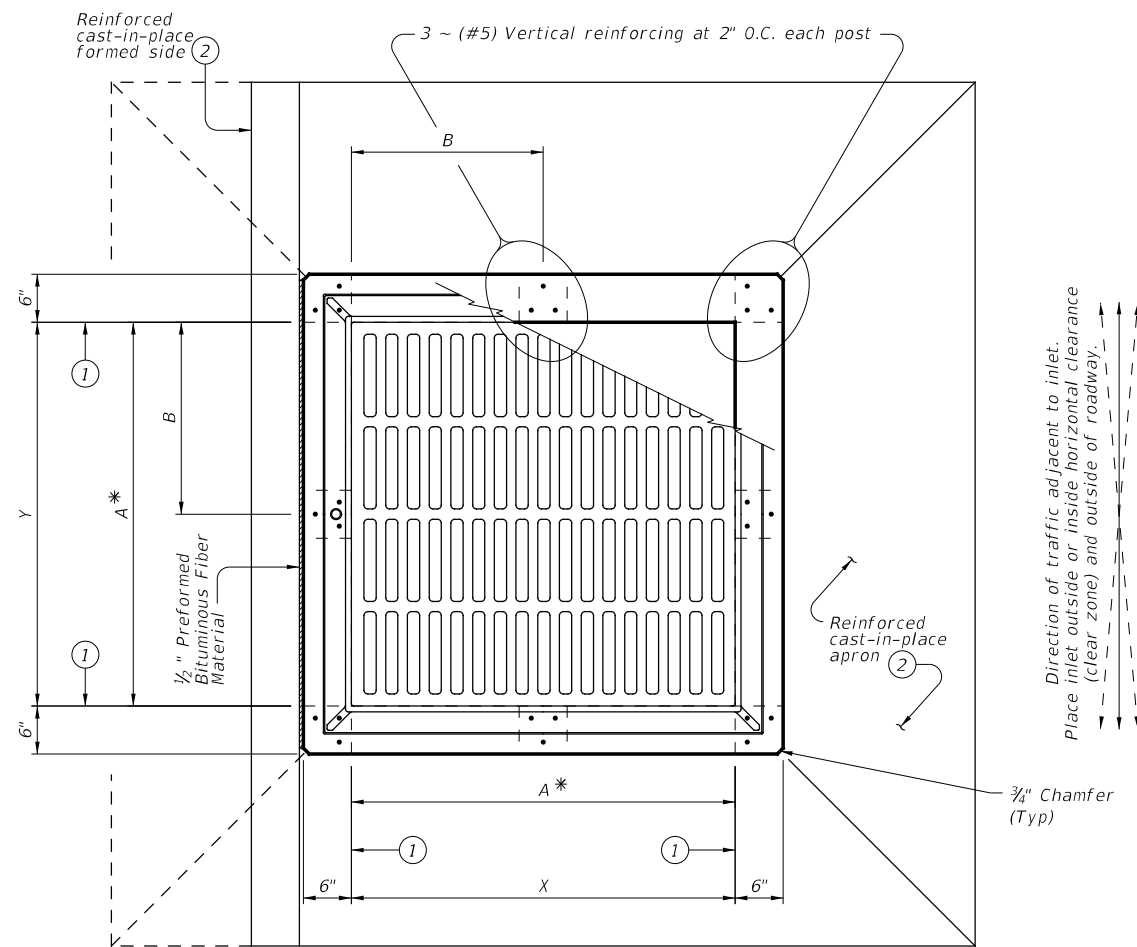
PIPE AND BOX GROUTED CONNECTIONS FOR PRECAST STRUCTURES

PBGC

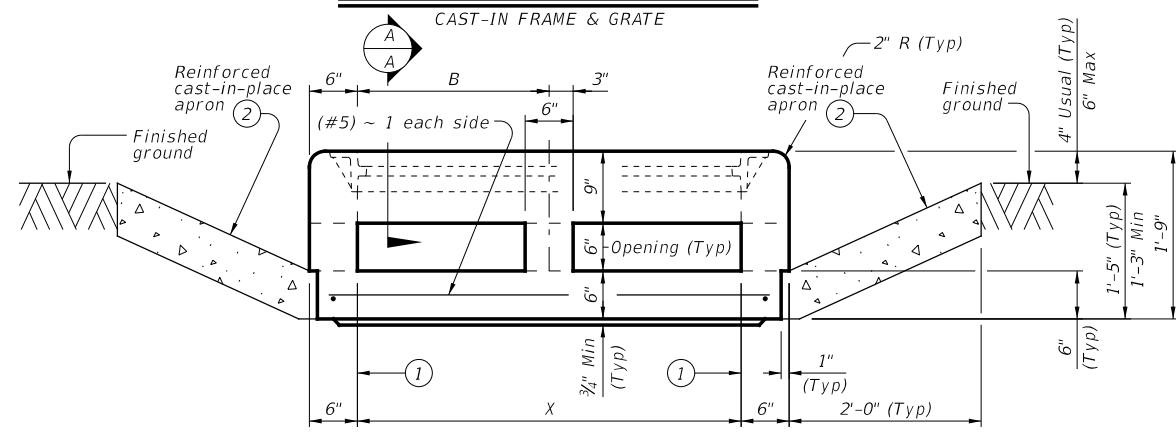
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©TxDOT February 2020	CONT	SECT	JOB	REVISION
DIST		COUNTY		487
AUS	HAYS		40	

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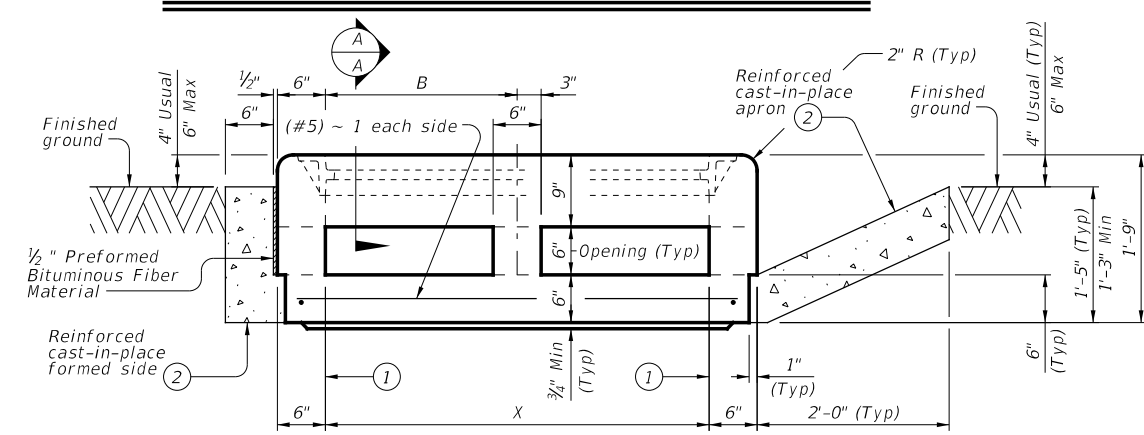
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PLAN VIEW ~ STYLE 'FG' ③

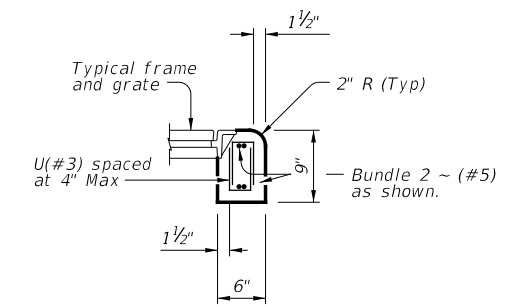


ELEVATION VIEW WITHOUT FORMED SIDE ④

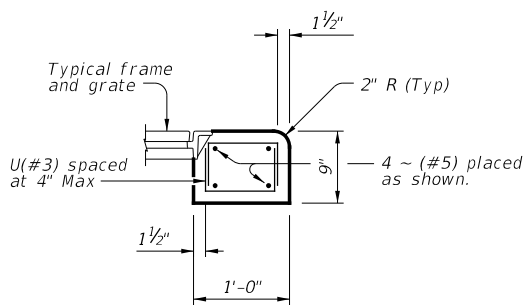


ELEVATION VIEW WITH FORMED SIDE ④

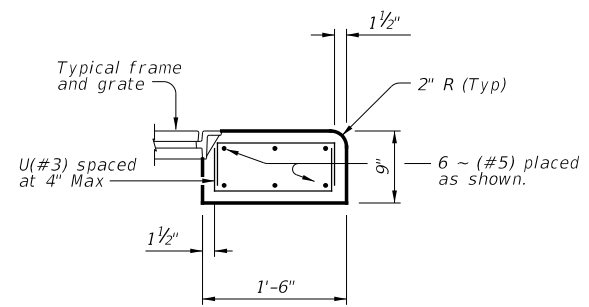
Direction of traffic adjacent to inlet.
Place inlet outside or inside horizontal clearance (clear zone) and outside of roadway.



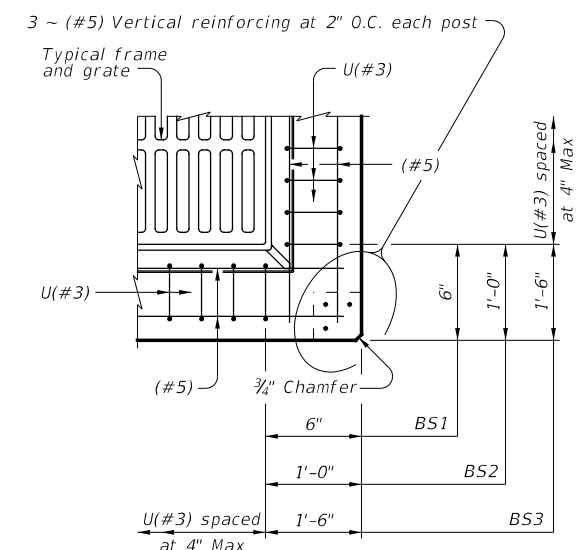
SECTION A-A ~ BS1



SECTION A-A ~ BS2



SECTION A-A ~ BS3

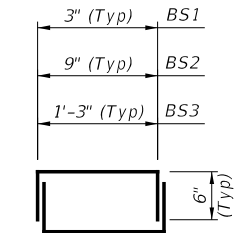


TYPICAL CORNER REINFORCING PLAN DETAIL

Showing BS2 other beam sections similar.

Style	Size (X x Y)	A x A *	B x B	Item # 14.
FG	3'x3'	3'x3'	1.5'x1.5'	BS1
FG	4'x4'	3'x3'	2'x2'	BS2
FG	4'x4'	4'x4'	2'x2'	BS1
FG	5'x5'	3'x3'	2.5'x2.5'	BS3
FG	5'x5'	4'x4'	2.5'x2.5'	BS2

*Nominal frame/grate size.



BARS U (#3)
Showing one complete bar.

- ① Matches inside face of wall of precast base or riser below inlet.
- ② Construct cast-in-place reinforced concrete with or without formed side. Place formed side/sides as directed elsewhere in the plans. Formed sides may only be used on sides parallel to traffic. Use Class "C" concrete. Apron and formed side reinforcing not shown for clarity. Apron and formed side are subsidiary to PAZD-CZ. Apron is 2'-0" width around precast zone drain, unless an optional formed side is used. For apron and formed side, provide (#4) reinforcing at 12" O.C.
- ③ Top slab reinforcing not shown for clarity.
- ④ Top slab reinforcing and post reinforcing not shown for clarity.

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide clear cover of 3/4" to reinforcing from bottom of slab and 2" to reinforcing from top of slab for structural reinforcement.
4. Provide 1 1/2" end cover on (#5) reinforcing.
5. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is 3/4".
6. Provide lifting devices in conformance with Manufacturer's recommendations.

INSTALLATION NOTES:

1. Precast Area Zone Drain within Clear Zone (PAZD-CZ) is for use in ditches and medians outside and inside of the horizontal clearance (clear zone). PAZD-CZ is never placed in the roadway.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or 1/2 the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.

GENERAL NOTES:

1. Designed according to ASTM C913.
2. Payment for inlet is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, style, size, and opening size (when applicable).

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.

HL93 LOADING

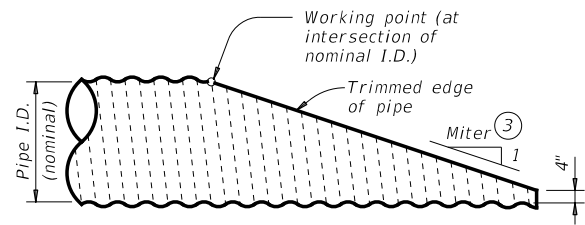
		Bridge Division Standard	
<p>PRECAST AREA ZONE DRAIN WITHIN CLEAR ZONE</p> <p>PAZD-CZ</p>			
FILE: prest015-20.dgn	DN: SDC	CK: TAR	DW: JTR
©TxDOT February 2020	CONTRACT	SECTION	JOB
REVISIONS			
DIST	COUNTY		488
AUS	HAYS		41

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CROSS PIPE LENGTHS AND PIPE RUNNER LENGTHS ① ②

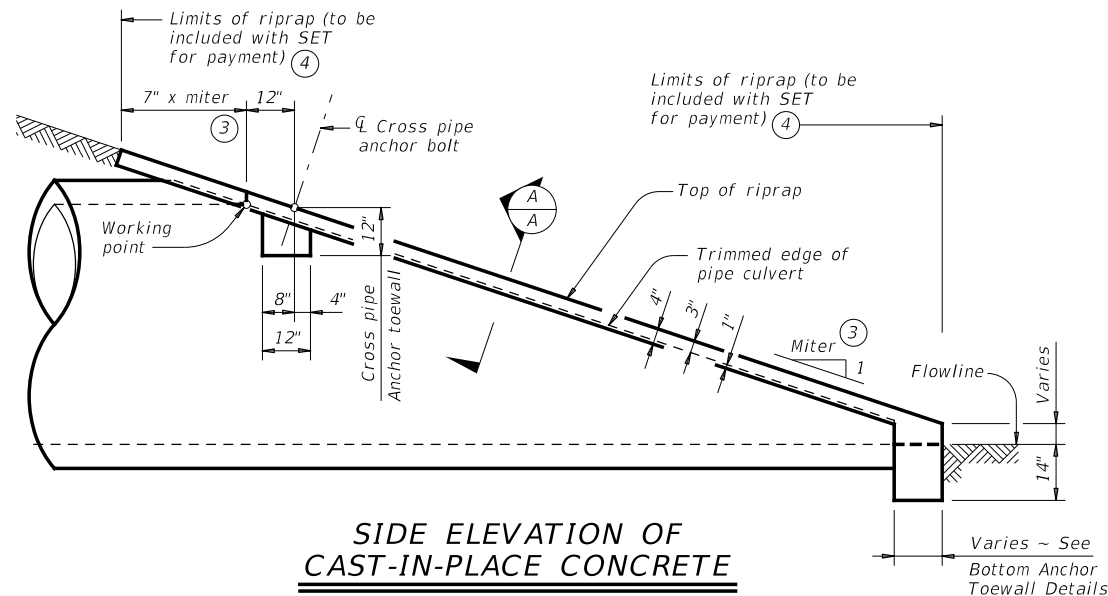
Item # 14.



NOTE: All pipe runners, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

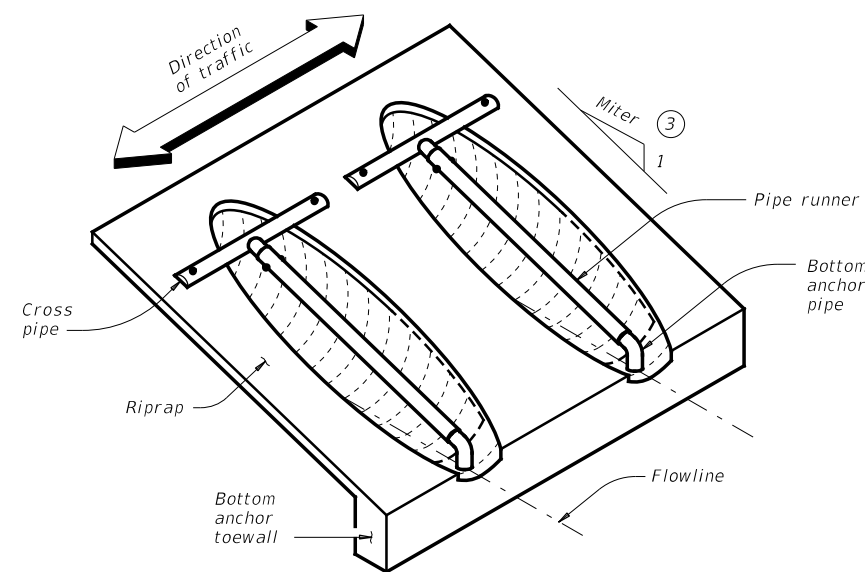
SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

(Showing corrugated metal pipe (CMP) culvert. Details of reinforced concrete pipe (RCP) culvert are similar.)



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

(Showing reinforced concrete pipe (RCP) culvert. Details of corrugated metal pipe (CMP) culvert are similar. Pipe runners not shown for clarity)



ISOMETRIC VIEW OF TYPICAL INSTALLATION

(Showing installation with no skew.)

Nominal Culvert I.D.	Pipe Culvert Spa ~ G	Cross Pipe Length	Pipe Runner Length											
			3:1 Side Slope				4:1 Side Slope				6:1 Side Slope			
			0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew
24"	1' - 7"	3' - 5"	N/A	N/A	N/A	5' - 10"	N/A	N/A	N/A	8' - 1"	N/A	N/A	N/A	12' - 9"
27"	1' - 8"	3' - 8"	N/A	N/A	5' - 5"	6' - 11"	N/A	N/A	N/A	7' - 7"	N/A	N/A	11' - 11"	14' - 11"
30"	1' - 10"	3' - 11"	N/A	N/A	6' - 4"	8' - 0"	N/A	N/A	N/A	8' - 9"	N/A	N/A	13' - 8"	17' - 0"
33"	1' - 11"	4' - 2"	6' - 2"	6' - 5"	7' - 3"	9' - 1"	8' - 6"	8' - 10"	10' - 0"	12' - 5"	13' - 3"	13' - 9"	15' - 5"	19' - 2"
36"	2' - 1"	4' - 5"	6' - 11"	7' - 3"	8' - 2"	10' - 2"	9' - 6"	9' - 11"	11' - 2"	13' - 10"	14' - 9"	15' - 3"	17' - 2"	21' - 3"
42"	2' - 4"	4' - 11"	8' - 6"	8' - 10"	9' - 11"	12' - 4"	11' - 7"	12' - 0"	13' - 6"	16' - 8"	17' - 9"	18' - 5"	20' - 8"	25' - 7"
48"	2' - 7"	5' - 5"	10' - 1"	10' - 5"	11' - 9"	N/A	13' - 7"	14' - 2"	15' - 10"	N/A	20' - 9"	21' - 6"	24' - 2"	N/A
54"	3' - 0"	5' - 11"	11' - 8"	12' - 1"	N/A	N/A	15' - 8"	16' - 3"	N/A	N/A	23' - 10"	24' - 8"	N/A	N/A
60"	3' - 3"	6' - 5"	13' - 3"	N/A	N/A	N/A	17' - 9"	N/A	N/A	N/A	26' - 10"	N/A	N/A	N/A

TYPICAL PIPE CULVERT MITERS ③

Side Slope	0° Skew	15° Skew	30° Skew	45° Skew
3:1	3:1	3.106:1	3.464:1	4.243:1
4:1	4:1	4.141:1	4.619:1	5.657:1
6:1	6:1	6.212:1	6.928:1	8.485:1

CONDITIONS WHERE PIPE RUNNERS ARE NOT REQUIRED ②

Nominal Culvert I.D.	Single Pipe Culvert	Multiple Pipe Culverts
12" thru 21"	Skews thru 45°	Skews thru 45°
24"	Skews thru 45°	Skews thru 30°
27"	Skews thru 30°	Skews thru 15°
30"	Skews thru 15°	Skews thru 15°
33"	Skews thru 15°	Always required
36"	Normal (no skew)	Always required
42" thru 60"	Always required	Always required

STANDARD PIPE SIZES AND MAX PIPE RUNNER LENGTHS ①

Pipe Size	Pipe O.D.	Pipe I.D.	Max Pipe Runner Length
2" STD	2.375"	2.067"	N/A
3" STD	3.500"	3.068"	10' - 0"
4" STD	4.500"	4.026"	19' - 8"
5" STD	5.563"	5.047"	34' - 2"

ESTIMATED CONCRETE RIPRAP QUANTITIES (CY) ⑤

Nominal Culvert I.D.	3:1 Side Slope				4:1 Side Slope				6:1 Side Slope			
	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew
12"	0.4	0.4	0.5	0.5	0.5	0.5	0.5	0.6	0.7	0.7	0.7	0.8
15"	0.5	0.5	0.5	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9
18"	0.5	0.5	0.6	0.6	0.6	0.7	0.7	0.8	0.8	0.8	0.9	1.0
21"	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9	0.9	0.9	1.0	1.2
24"	0.6	0.7	0.7	0.8	0.8	0.8	0.8	1.0	1.0	1.0	1.1	1.3
27"	0.7	0.7	0.8	0.9	0.8	0.9	0.9	1.1	1.1	1.1	1.2	1.4
30"	0.8	0.8	0.8	0.9	0.9	0.9	1.0	1.2	1.2	1.2	1.3	1.6
33"	0.8	0.8	0.9	1.0	1.0	1.0	1.1	1.3	1.3	1.4	1.5	1.7
36"	0.9	0.9	0.9	1.1	1.1	1.1	1.2	1.4	1.4	1.5	1.6	1.8
42"	1.0	1.0	1.1	1.3	1.2	1.3	1.3	1.6	1.6	1.7	1.8	2.1
48"	1.1	1.1	1.2	N/A	1.4	1.4	1.5	N/A	1.9	1.9	2.1	N/A
54"	1.3	1.3	N/A	N/A	1.6	1.6	N/A	N/A	2.1	2.1	N/A	N/A
60"	1.4	N/A	N/A	N/A	1.7	N/A	N/A	N/A	2.3	N/A	N/A	N/A

① Provide pipe runner of the size shown in the tables. Provide cross pipe of the same size as the pipe runner. Provide cross pipe stub out and bottom anchor pipe of the next smaller size pipe as shown in the Standard Pipe Sizes and Max Pipe Runner Lengths table.

② This standard allows for the placement of only one pipe runner across each culvert pipe opening. In order to limit the clear opening to be traversed by an errant vehicle, the following conditions must be met:

- For 60" culvert pipes, the skew must not exceed 0°.
- For 54" culvert pipes, the skew must not exceed 15°.
- For 48" culvert pipes, the skew must not exceed 30°.
- For all culvert pipe sizes 42" and less, the skew must not exceed 45°.

If the above conditions cannot be met, the designer should consider using a safety end treatment with flared wings. For further information, refer to the TxDOT Roadway Design Manual.

- ③ Miter = slope of mitered end of pipe culvert.
- ④ Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".
- ⑤ Quantities shown are for one end of one reinforced concrete pipe (RCP) culvert. For multiple pipe culverts or for corrugated metal pipe (CMP) culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

SHEET 1 OF 2

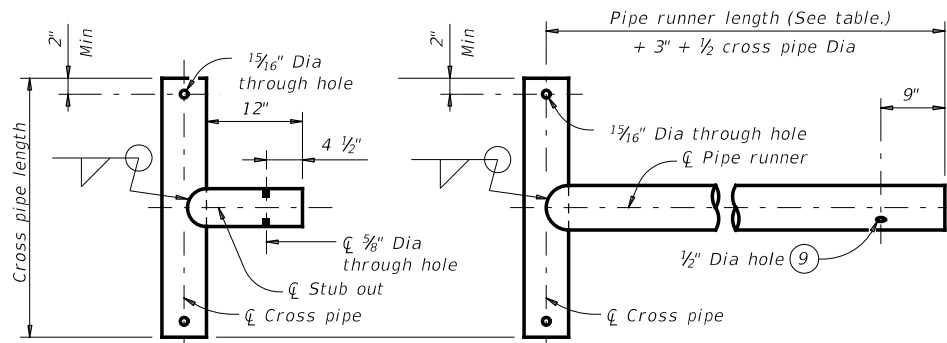
Texas Department of Transportation
Bridge Division Standard

SAFETY END TREATMENT
FOR 12" DIA TO 60" DIA
PIPE CULVERTS
TYPE II ~ CROSS DRAINAGE

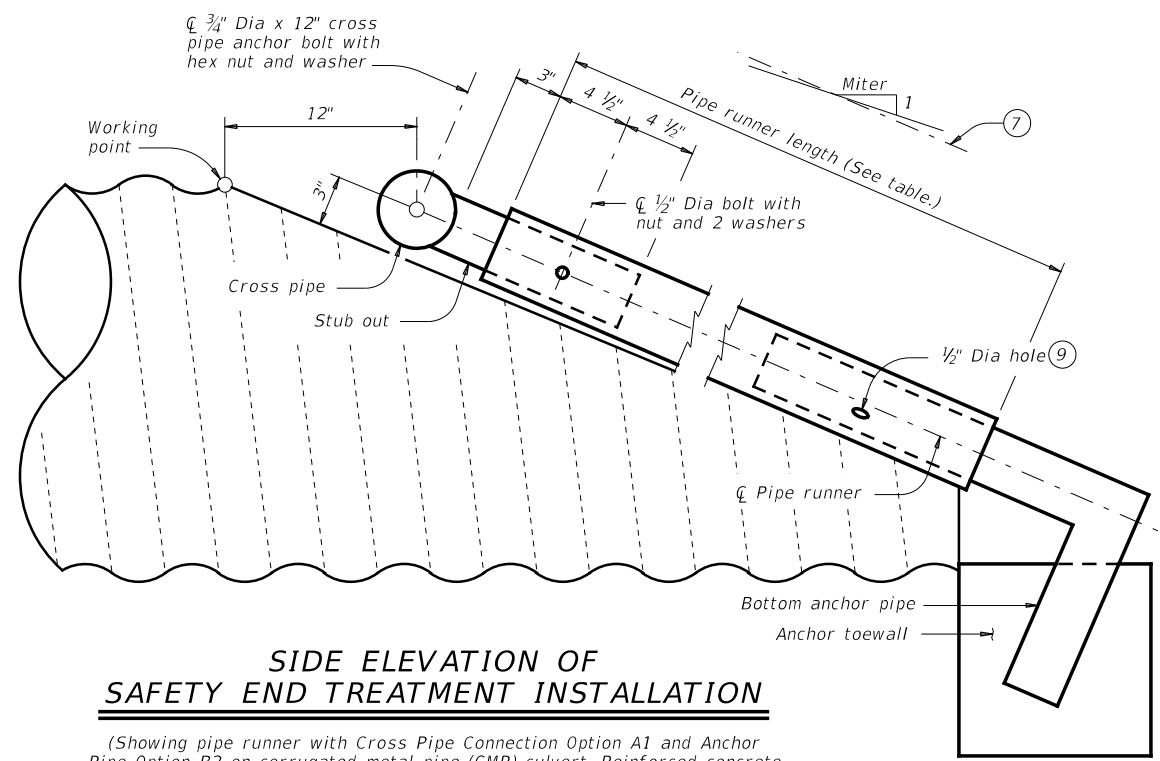
SETP-CD

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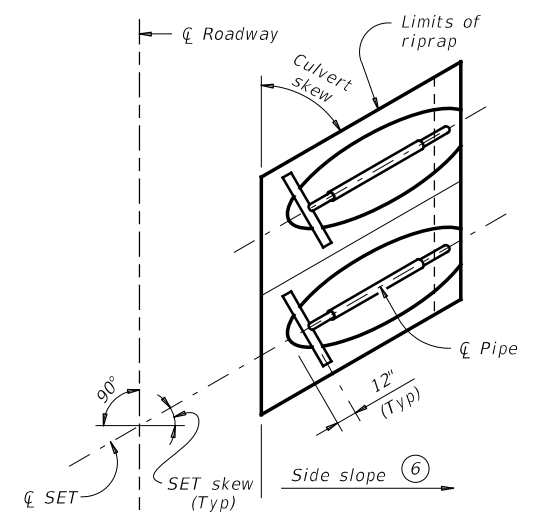
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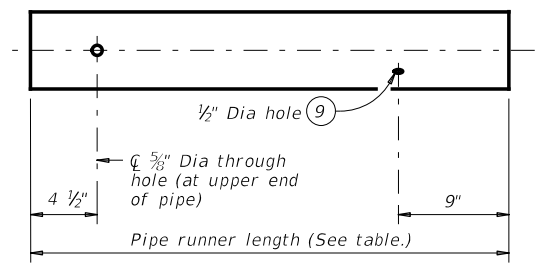
OPTION A1 **OPTION A2**
CROSS PIPE AND CONNECTIONS DETAILS



SIDE ELEVATION OF SAFETY END TREATMENT INSTALLATION
(Showing pipe runner with Cross Pipe Connection Option A1 and Anchor Pipe Option B2 on corrugated metal pipe (CMP) culvert. Reinforced concrete pipe culvert (RCP) details are similar. Riprap not shown for clarity)

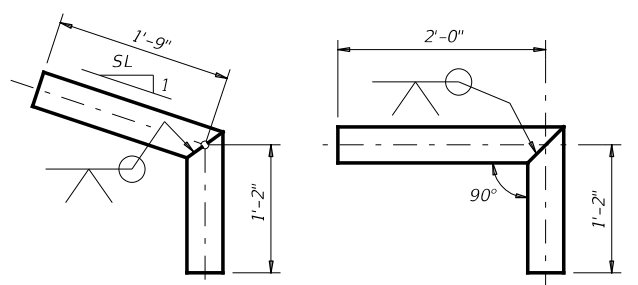


PLAN OF SKEWED INSTALLATION

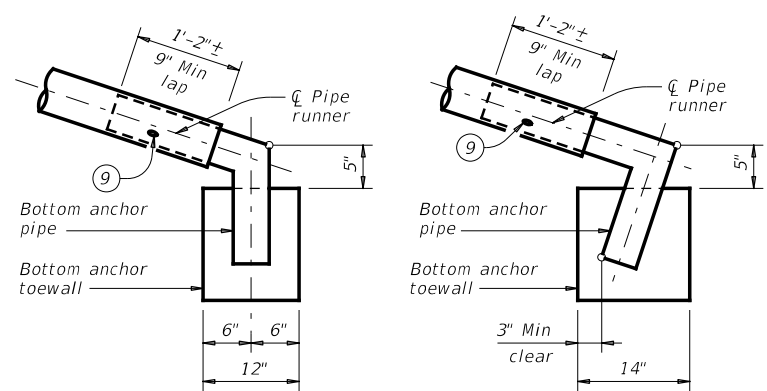


NOTE: The separate pipe runner shown is required when Cross Pipe Connection Option A1 is used.

PIPE RUNNER DETAILS

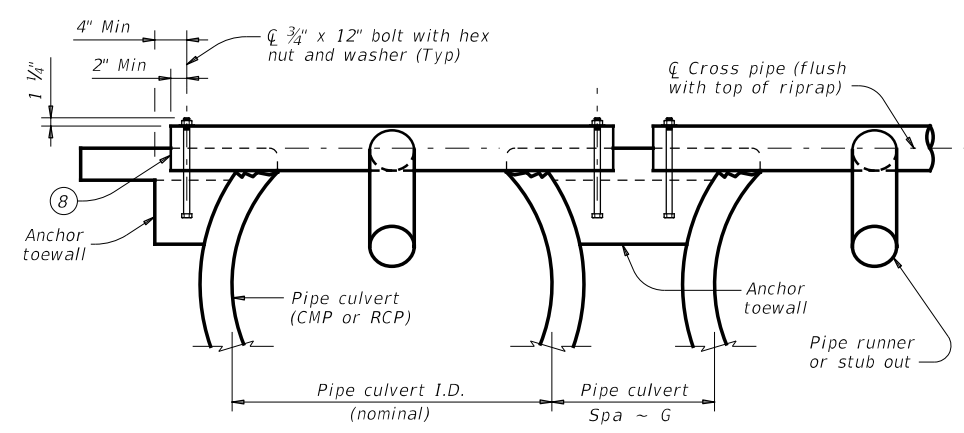


OPTION B1 **OPTION B2**
BOTTOM ANCHOR PIPE DETAILS ⑩

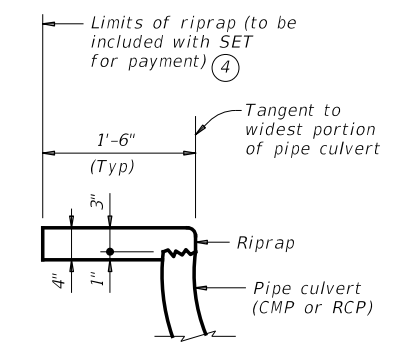


OPTION B1 **OPTION B2**
BOTTOM ANCHOR TOEWALL DETAILS

(Culvert and riprap not shown for clarity.)



SECTION A-A
SHOWING CROSS PIPE AND ANCHOR TOEWALL



SHOWING TYPICAL PIPE CULVERT AND RIPRAP

- ④ Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".
- ⑥ Recommended values of side slope are 3:1, 4:1, and 6:1. All quantities, calculations, and dimensions shown herein are based on these recommended values. Slope of 3:1 or flatter is required for vehicle safety.
- ⑦ Note that actual slope of pipe runner may vary slightly from side slope of riprap and trimmed culvert pipe edge.
- ⑧ Ensure that riprap concrete does not flow into the cross pipe so as to permit disassembly of the bolted connection to allow cleanout access.
- ⑨ After installation, inspect the 1/2 inch hole to ensure that the lap of the pipe runner with the bottom anchor pipe is adequate.
- ⑩ At fabricator's option, a heat bend to a smooth 5" radius or a manufactured elbow (of the same material as the runner) may be substituted for the mitered and welded joint in the bottom anchor pipe.

MATERIAL NOTES:
Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
Provide pipe runners, cross pipes, and anchor pipes conforming to the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.
Provide ASTM A307 bolts and nuts.
Galvanize all steel components, except concrete reinforcing, after fabrication.
Repair galvanizing damaged during transport or construction in accordance with the specifications.

GENERAL NOTES:
Pipe runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.
Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the pipe runners.
Payment for riprap and toewall is included in the price bid for each safety end treatment.
Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap".

SECTION A-A

		Bridge Division Standard	
SAFETY END TREATMENT FOR 12" DIA TO 60" DIA PIPE CULVERTS TYPE II ~ CROSS DRAINAGE			
SETP-CD			
FILE: setpcdse-20.dgn	DN: GAF	CK: CAT	DW: JRP
©TxDOT February 2020	CONV	SECT	JOB
REVISIONS			
DIST	COUNTY		490
AUS	HAYS		43

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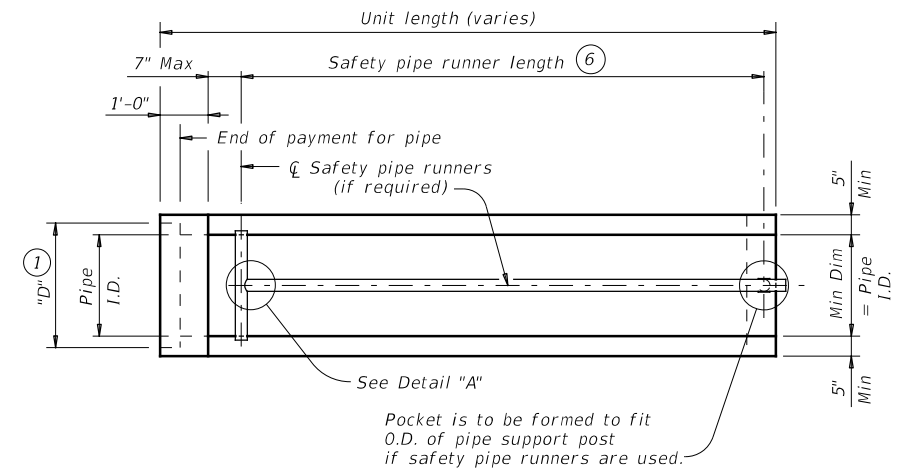
REQUIREMENTS FOR CULVERT PIPES AND SAFETY PIPE RUNNERS

Pipe I.D.	RCP Wall "B" Thickness	TP Wall Thickness (8)	"D" (1)	Slope	Min Length of Unit	Single Pipe		Multiple Pipes			
						Skew	Pipe Runners Required	Skew	Pipe Runners Required		
12"	2"	1.15"	17.00"	3:1	2' - 11"	≤ 45°	No	≤ 45°	No		
				4:1	3' - 6"						
				6:1	4' - 9"						
15"	2 1/4"	1.30"	20.50"	3:1	3' - 8"	≤ 45°	No	≤ 45°	No		
				4:1	4' - 7"						
				6:1	6' - 5"						
18"	2 1/2"	1.60"	24.00"	3:1	4' - 6"	≤ 45°	No	≤ 45°	No		
				4:1	5' - 8"						
				6:1	8' - 0"						
24"	3"	1.95"	31.00"	3:1	6' - 2"	≤ 45°	No	= 30°	No		
				4:1	7' - 10"			> 30°	Yes		
				6:1	11' - 3"						
30"	3 1/2"	2.65"	38.50"	3:1	7' - 10"	= 15°	No	= 15°	No		
				4:1	10' - 1"					> 15°	Yes
				6:1	14' - 8"						
36"	4"	2.75"	45.50"	3:1	9' - 5"	= 0°	No	≥ 0°	Yes		
				4:1	12' - 3"						
				6:1	17' - 11"						
42"	4 1/2"	2.7"	52.50"	3:1	11' - 1"	≥ 0°	Yes	≥ 0°	Yes		
				4:1	14' - 5"						
				6:1	21' - 2"						

SAFETY PIPE RUNNER DIMENSIONS

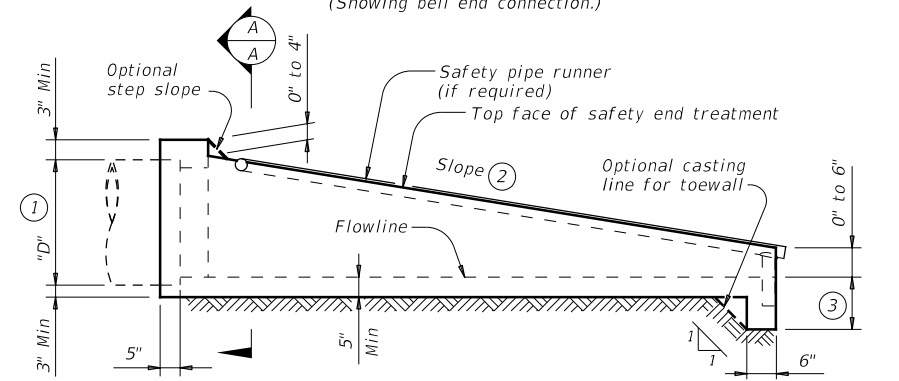
Max Safety Pipe Runner Length	Required Pipe Runner Size		
	Pipe Size	Pipe O.D.	Pipe I.D.
11' - 2"	3" STD	3.500"	3.068"
15' - 6"	3 1/2" STD	4.000"	3.548"
20' - 10"	4" STD	4.500"	4.026"
35' - 4"	5" STD	5.563"	5.047"

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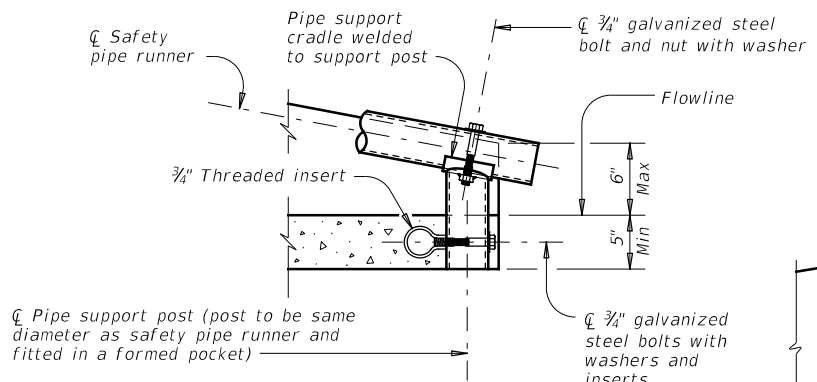
PLAN

(Showing bell end connection.)



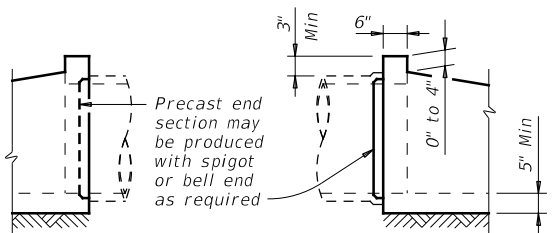
LONGITUDINAL ELEVATION

(Showing bell end connection.)



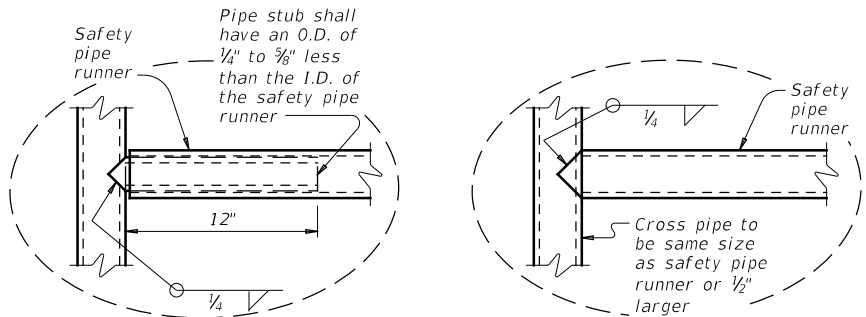
END DETAIL FOR INSTALLATION OF SAFETY PIPE RUNNERS

(If required)



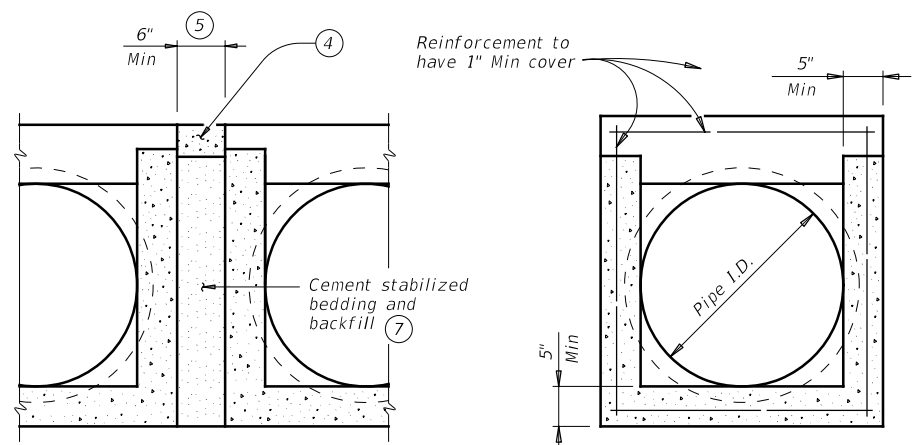
OPTIONAL JOINT FOR RCP

(Showing joint between RCP and precast safety end treatment)

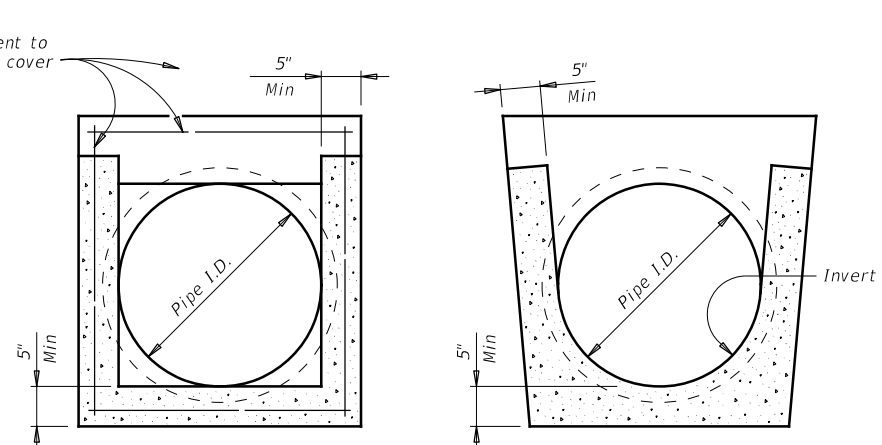


OPTION A DETAIL A OPTION B

(If required)

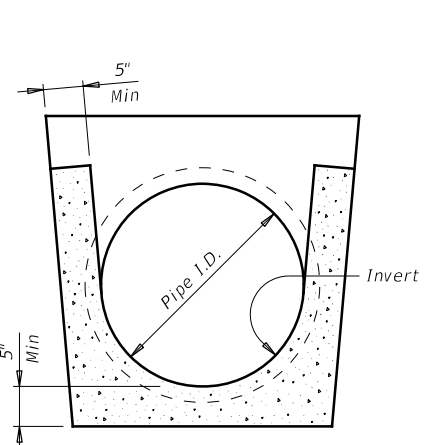


MULTIPLE PIPE INSTALLATION

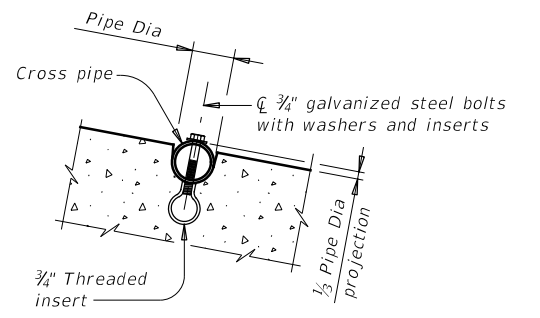


OPTION WITH SQUARE BOTTOM

SECTION A-A



OPTION WITH INVERT BOTTOM



INSTALLATION DETAIL FOR SAFETY PIPE RUNNERS

(If required)

- 1 Dimension "D" is based on reinforced concrete pipe (RCP) meeting the requirements of ASTM C-76, Class III, (RCP Wall "B" thickness). Adjust "D" for any other wall thickness used. For thermoplastic pipe (TP) take into account the annular space requirements for grouted connections.
- 2 Slope as shown elsewhere in plans. Slope of 3:1 or flatter is required for vehicle safety.
- 3 Toewall to be used only when dimension is shown elsewhere in the plans.
- 4 Fill the top 4" of void between precast end treatments with concrete riprap. Concrete riprap is considered subsidiary to the Item 467, "Safety End Treatment".
- 5 Adjust clear distance between pipes to provide for the minimum distance between safety end treatments.
- 6 Measured along slope.
- 7 Provide cement stabilized bedding and backfill in accordance with the Item 400, "Excavation and Backfill for Structures". Bedding and backfill is considered subsidiary to the Item 467, "Safety End Treatment". When concrete riprap is specified around the safety end treatment, backfill as directed by Engineer.
- 8 Thermoplastic pipe wall thickness may vary. Adjust accordingly. Thermoplastic pipe requires the safety end treatments to have a bell end for grouted connections.

GENERAL NOTES:

Precast safety end treatment for reinforced concrete pipe (RCP), and thermoplastic pipe (TP) may be used for TYPE II end treatment as specified in Item "Safety End Treatment".

When precast safety end treatment is used as a Contractor's alternate to mitered RCP, riprap will not be required unless noted otherwise on the plans.

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Manufacture this product in accordance with Item 467, "Safety End Treatment" except as noted below:

- A. Provide minimum reinforcing of #4 at 6" (Grade 40) or #4 at 9" (Grade 60) each way or 6"x6" - D12 x D12 or 5"x5" - D10 x D10 welded wire reinforcement (WWR).
- B. For precast (steel formed) sections, provide Class "C" concrete (f'c = 3,600 psi).

At the option and expense of the Contractor, the next larger size of safety end treatment may be furnished as long as the "D" dimension cast is that of the required size of pipe.

Pipe runners are designed for a traversing load of 1,800 Lbs at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.

Provide safety pipe runners, cross pipes, pipe support posts, and pipe stubs meeting the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52.

Galvanize all steel components except reinforcing steel after fabrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

Connect RCP using the Optional Joint for RCP detail shown or in accordance with Item 464 "Reinforced Concrete Pipe". Connect TP by grouting. See Pipe and Box Grouted Connections (PBG) standard for grouted connections with TP and precast safety end treatment.

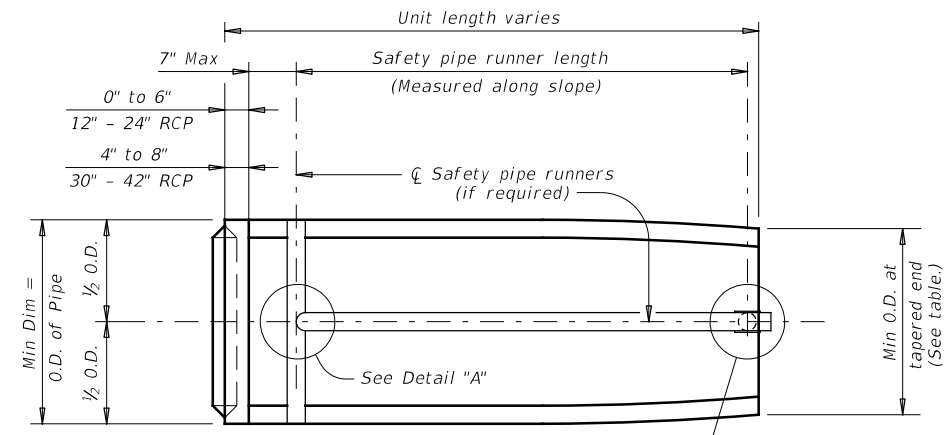
PRECAST SAFETY END TREATMENT TYPE II ~ CROSS DRAINAGE

PSET-SC

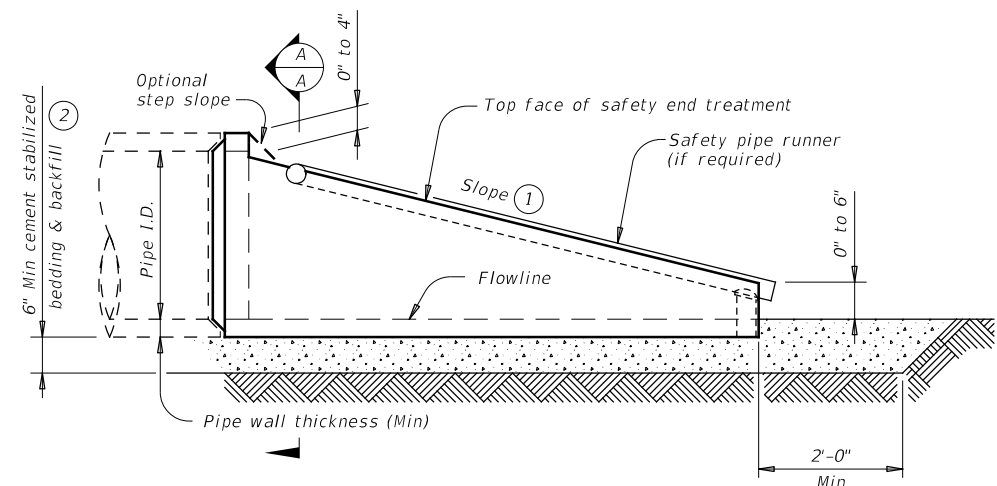
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©TxDOT February 2020	CONV	SECT	JOB	PROJECT
REVISIONS				
12-21: Added 42" TP	DIST	COUNTY	491	
AUS	HAYS	44		

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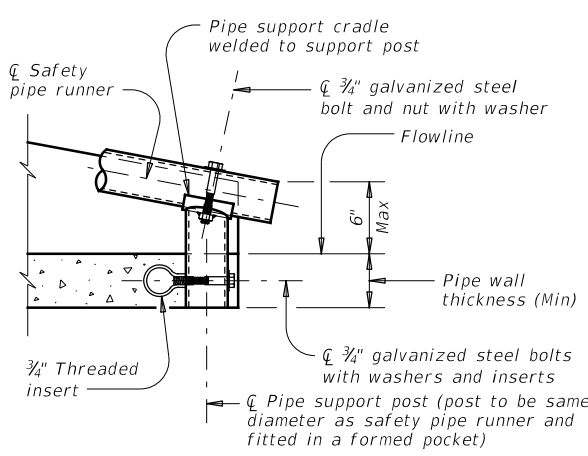
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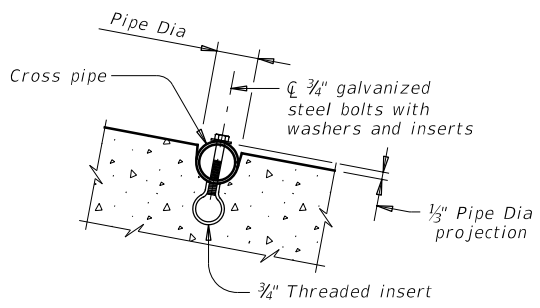
PLAN VIEW
(Showing spigot end connection.)



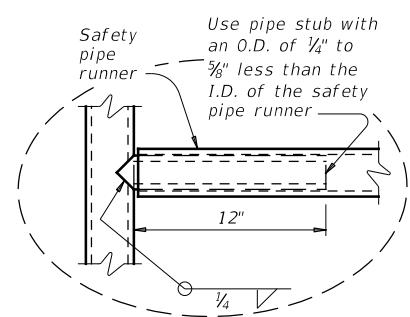
LONGITUDINAL ELEVATION
(Showing spigot end connection.)



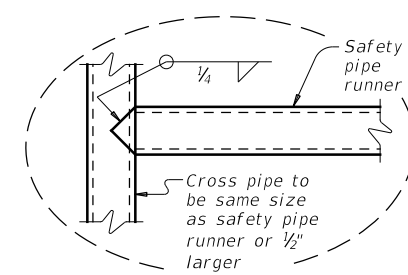
END DETAIL FOR INSTALLATION OF SAFETY PIPE RUNNERS
(If required)



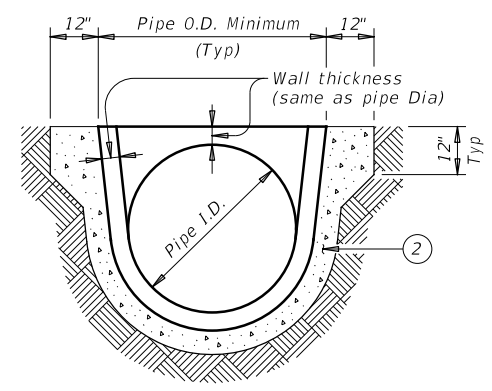
INSTALLATION DETAIL FOR SAFETY PIPE RUNNERS
(If required)



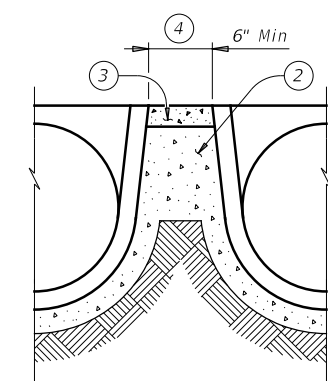
OPTION A



OPTION B



SECTION A-A



MULTIPLE PIPE INSTALLATION

MAX SAFETY PIPE RUNNER LENGTHS AND REQUIRED SAFETY PIPE RUNNER SIZES

Max Safety Pipe Runner Length	Required Pipe Runner Size		
	Pipe Size	Pipe O.D.	Pipe I.D.
11' - 2"	3" STD	3.500"	3.068"
15' - 6"	3 1/2" STD	4.000"	3.548"
20' - 10"	4" STD	4.500"	4.026"
35' - 4"	5" STD	5.563"	5.047"

- Slope as shown elsewhere in the plans. Slope of 3:1 or flatter is required for vehicle safety.
- Provide cement stabilized bedding and backfill in accordance with the Item, "Excavation and Backfill for Structures". Bedding and backfill is considered subsidiary to the Item "Safety End Treatment". When concrete riprap is specified around the safety end treatment, backfill as directed by Engineer.
- Fill the top 4" of void between precast end treatments with concrete riprap. Concrete riprap be considered subsidiary to the Item "Safety End Treatment".
- Adjust clear distance between pipes to provide for the minimum distance between safety end treatments.

REQUIREMENTS FOR CULVERT PIPES AND SAFETY PIPE RUNNER

Item # 14.

Pipe I.D.	Min Wall Thickness	Min O.D.	Min O.D. at Tapered End	Min Reinf Requirements (sq. in. / ft. of pipe)	Slope	Minimum Length of Unit	Single Pipe		Multiple Pipe		
							Skew	Pipe Runners Required	Skew	Pipe Runners Required	
12"	2"	16"	16"	0.07 Circ.	3:1	2' - 0"	≤ 45°	No	≤ 45°	No	
						4:1					2' - 8"
						6:1					4' - 0"
15"	2 1/4"	19 1/2"	19"	0.07 Circ.	3:1	2' - 10"	≤ 45°	No	≤ 45°	No	
						4:1					3' - 9"
						6:1					5' - 8"
18"	2 1/2"	23"	21 1/2"	0.07 Circ.	3:1	3' - 8"	≤ 45°	No	≤ 45°	No	
						4:1					4' - 10"
						6:1					7' - 3"
24"	3"	30"	27"	0.07 Circ.	3:1	5' - 3"	≤ 45°	No	≤ 30°	No	
						4:1			7' - 0"	> 30°	Yes
						6:1			10' - 6"		
30"	3 1/2"	37"	31"	0.18 Circ.	3:1	6' - 3"	≤ 15°	No	≤ 15°	No	
						4:1			8' - 2"	> 15°	Yes
						6:1			12' - 1"		
36"	4"	44"	36"	0.19 Ellip.	3:1	7' - 10"	= 0°	No	≥ 0°	No	
						4:1			10' - 4"	> 0°	Yes
						6:1			15' - 4"		
42"	4 1/2"	51"	41 1/2"	0.23 Ellip.	3:1	9' - 6"	≥ 0°	Yes	≥ 0°	Yes	
						4:1			12' - 6"		
						6:1			18' - 7"		

MATERIAL NOTES:

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
Provide safety pipe runners, cross pipes, pipe support posts, and pipe stubs meeting the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API SLX52.
Galvanize all steel components except reinforcing steel after fabrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

GENERAL NOTES:

Precast safety end treatment for reinforced concrete pipe (CRP) may be used for TYPE II end treatment as specified in Item 467, "Safety End Treatment".
When precast safety end treatment is used as a Contractor's alternate to mitered RCP, riprap will not be required unless noted otherwise on the plans.
Manufacture precast concrete end sections in accordance with Item 464, "Reinforced Concrete Pipe" and in accordance with ASTM Specification C-76, Class III, Wall B for circular pipe.
Provide precast concrete end sections with a spigot or bell end for compatibility to upstream or downstream end conditions with sufficient annular space to allow for grout, mortar, cold applied asphalt joint compound or pre-formed plastic gasket material.
Methods of lifting shall be provided by the manufacturer for ease of loading, unloading, and installation.
Pipe runners are designed for a traversing load of 1,800 Lbs at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.

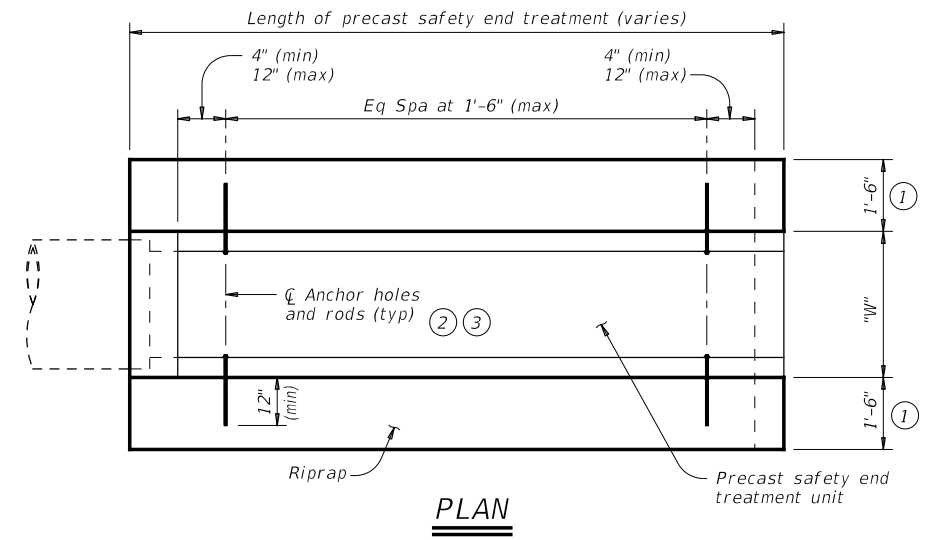
PRECAST SAFETY END TREATMENT TYPE II ~ CROSS DRAINAGE

PSET-RC

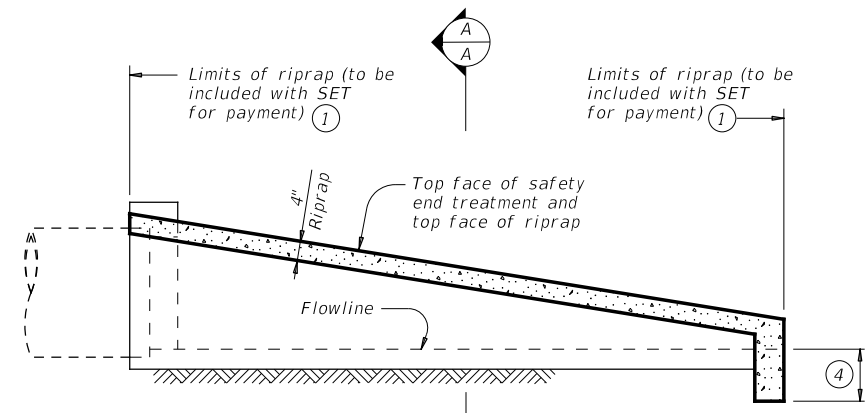
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©TxDOT February 2020	CONV	SECT	JOB	HIGHWAY
REVISIONS				
DIST	COUNTY		492	
AUS	HAYS		45	

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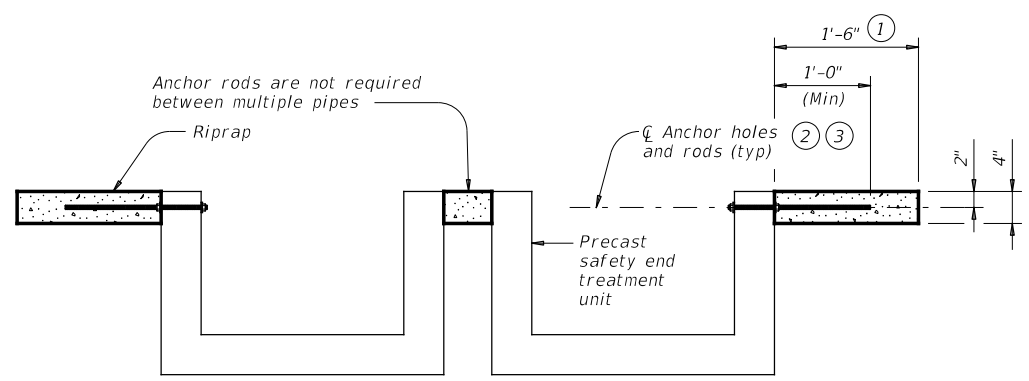
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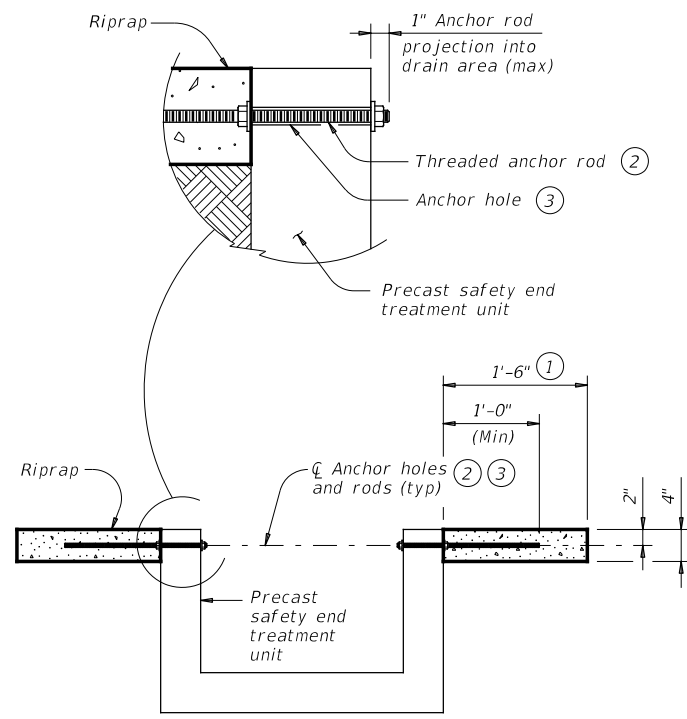
PLAN



LONGITUDINAL ELEVATION



MULTIPLE PIPE INSTALLATION



SINGLE PIPE INSTALLATION

SECTION A-A

ESTIMATED CONCRETE RIPRAP QUANTIT Item # 14.

Nominal Culvert (Pipe) I.D.	PSET-SC and PSET-SP Standards					PSET-RC and PSET-RP Standards		
	Unit Width "W"	Side Slope			Unit Width "W"	Side Slope		
		3:1	4:1	6:1		3:1	4:1	6:1
12"	23.0"	0.1	0.2	0.2	16.0"	0.1	0.1	0.2
15"	26.5"	0.2	0.2	0.3	19.5"	0.1	0.2	0.2
18"	30.0"	0.2	0.2	0.3	23.0"	0.2	0.2	0.3
24"	37.0"	0.3	0.3	0.5	30.0"	0.2	0.3	0.4
30"	44.5"	0.3	0.4	0.6	37.0"	0.3	0.3	0.5
36"	51.5"	0.4	0.5	0.7	44.0"	0.3	0.4	0.6
42"	58.5"	0.5	0.6	0.8	51.0"	0.4	0.5	0.7

- Riprap placed beyond the limits shown will be paid as concrete riprap in accordance with Item 432, "Riprap". When riprap is cast integrally with the precast safety end treatment, this dimension is 1'-0" minimum.
- 1#2" Dia ASTM A307 Gr A threaded anchor rod with 2 nuts and 2 washers. Galvanize all components in accordance with Item 445, "Galvanizing". Repair galvanizing that is damaged during transport or construction in accordance with the specifications.
- 3#4" through holes in walls of safety end treatment for riprap anchor rods may be drilled with rotary (coring or masonry) type drilling equipment or may be formed. Do not use percussive (star) type drilling equipment. If holes are drilled, patch spalls in the inside face of the wall exceeding 1#2" from the holes.
- Provide riprap toe wall when dimension is shown elsewhere in the plans or when field conditions require a toe wall.
- Quantities shown are for one end of one reinforced concrete pipe culvert. For multiple pipe culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only. Quantities are based on the minimum unit lengths shown on the Precast Safety End Treatment (SET) standard sheets.

MATERIAL NOTES:

Provide Class "B" riprap in accordance with Item 432, "Riprap". Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise. The anchor rods shown are always required.

GENERAL NOTES:

Precast safety end treatment for reinforced concrete pipe may be used for TYPE II end treatment as specified in Item 467, "Safety End Treatment". Refer to PSET-SC or PSET-SP standard sheets for details of square safety end treatments not shown. Refer to PSET-RC or PSET-RP standard sheets for details of round safety end treatments not shown. For precast units with integrally cast riprap, substitute reinforcing steel in the amount on 0.26 in./ft. minimum for the threaded anchor rods shown. When requested, submit sealed engineering drawings for approval prior to construction. Shop drawings will not be required. Note that a proprietary precast unit with integral riprap is available from L&R Precast Concrete Works, Inc. (956) 583-6293 or www.lrpccast.com. Payment for riprap and toewalls is included in the price bid for each safety end treatment.

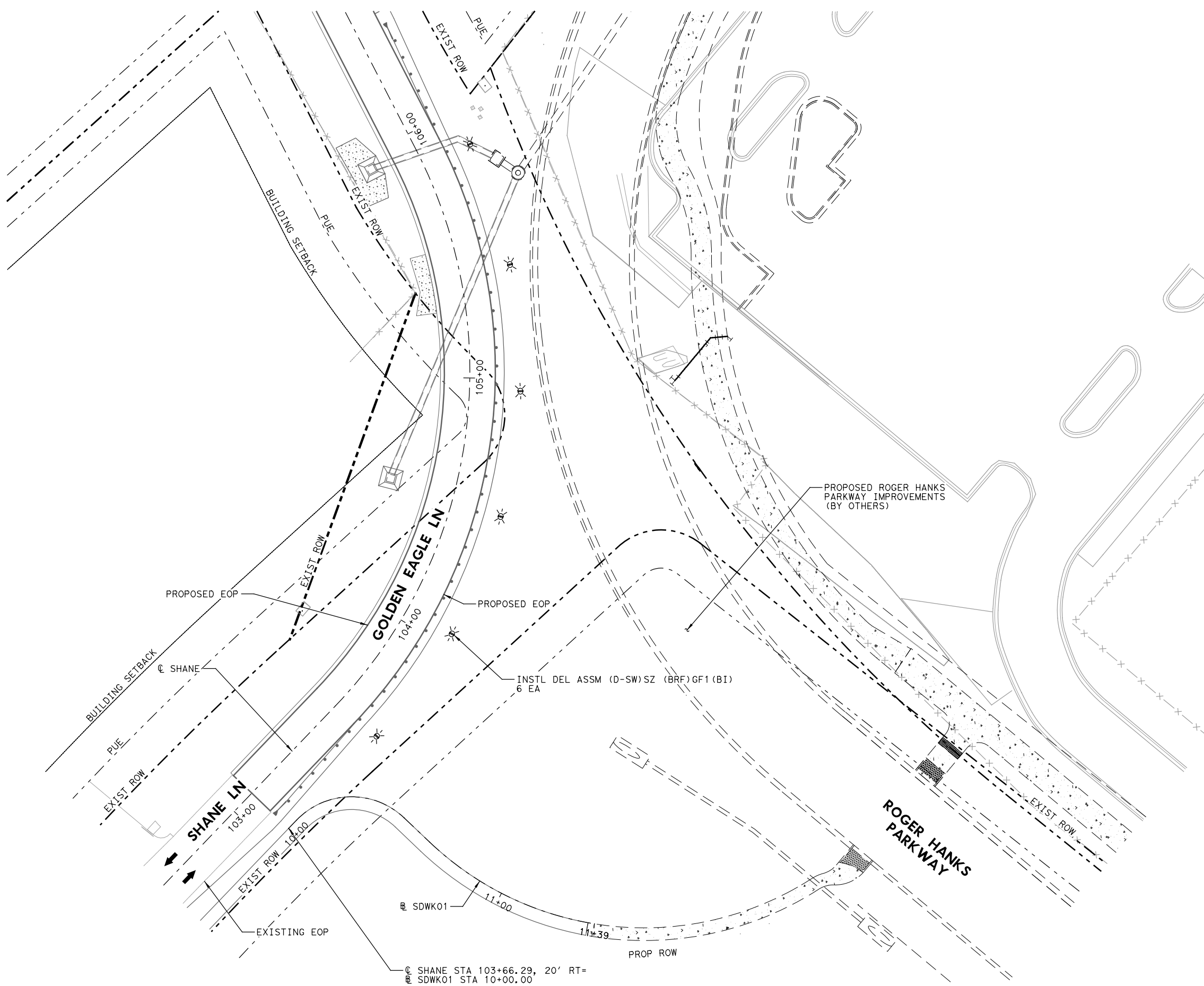
These riprap details are only applicable when notes that require placement of riprap with precast safety end treatments are shown elsewhere in the plans.
Precast units with integrally cast riprap are permitted unless noted otherwise on the plans.

Texas Department of Transportation Bridge Division Standard

PRECAST SAFETY END TREATMENT TYPE II RIPRAP DETAILS PSET-RR

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©TxDOT February 2020	CONT	SECT	JOB	
REVISIONS				
DIST	COUNTY			493
AUS	HAYS			46

PLOT DRIVER: TXDOT_PDF_BW.pltctg
 USER: LGOMEZGONZ
 FILE: Roger Hanks Parkway - Connector Signing and Pavement Marking Plan
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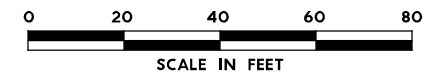


LEGEND

---	PROPERTY LINE (HAYS CE APPRAISAL DISTRICT)
- - - -	EXISTING RIGHT OF WAY
---	PROPOSED RIGHT OF WAY
---	PROPOSED CONSTRUCTION BY OTHERS
⊗	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)

Item # 14.

NOTES:
 1. ALL DELINEATORS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).



NO.	DATE	REVISION	APPROVED

HDR
 HDR
 Firm Registration No. F-754
 710 Hesters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900



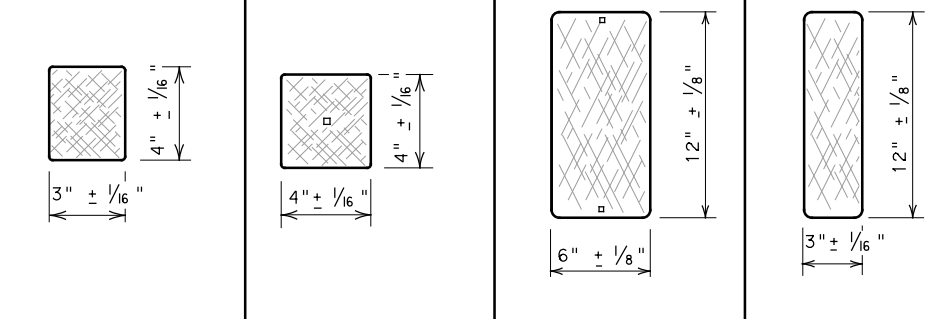
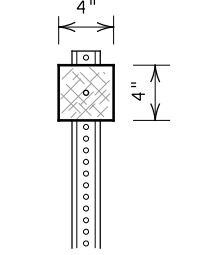
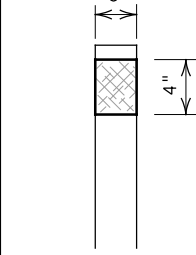
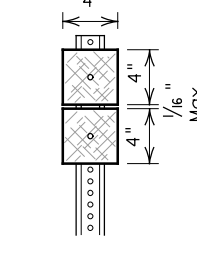
ROGER HANKS
SIGNING AND PAVEMENT MARKING PLAN

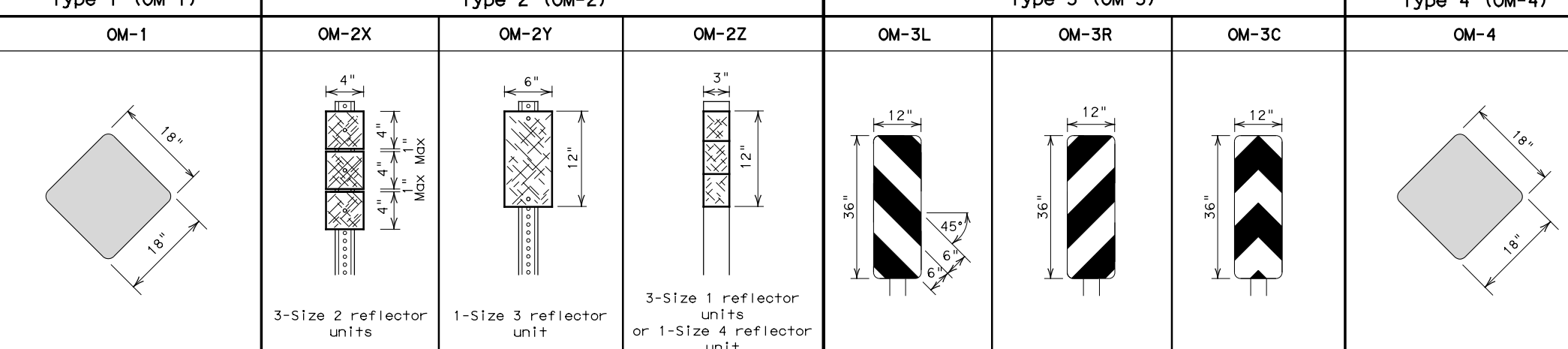
SHEET 1 OF 1

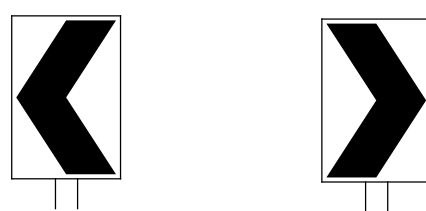
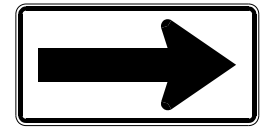

DESIGN	SJ	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS	KB	STATE	DISTRICT	COUNTY
CHECK	JC	TEXAS	AUS	HAYS
CHECK	JC	CONTROL	SECTION	JOB
				494

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DATE: 10/4/2023 8:15:47 AM
 FILE: \$FILES\$

REFLECTOR UNIT SIZES FOR DELINEATORS AND OBJECT MARKERS				DELINEATORS				D & OM DESCRIPTIVE CODE	
DEVICE	SIZE 1	SIZE 2	SIZE 3	SIZE 4	SINGLE		DOUBLE		INSTL DEL ASSM (D-XX)SZ X (XXXX)XXX (XX) NUMBER OF REFLECTORS S = Single D = Double COLOR OF REFLECTORS W = White Y = Yellow R = Red REFLECTOR UNIT SIZE 1 or 2 TYPE OF POST OR DELINEATOR WC = Wing Channel Post YFLX = Yellow Flexible Post WFLX = White Flexible Post BRFL = Barrier Reflector TYPE OF MOUNT GND = Embedded (drivable or set in concrete) CTB = Concrete Barrier Mount GF1 or GF2 = Guard Fence Attachment SRF = Surface Mount DIRECTION If Required BI = Bi-Directional BR = Bi-Directional with red on back
									
SHEETING	Yellow, White or Red Type B or C reflective sheeting				Yellow, White or Red Type B or C Reflective Sheeting				
NOTE	1. Size 1 and 4 - Direct applied reflective sheeting for use on flexible post (flx). 2. Size 2 and 3 - For use on wing channel (wc) post only. Use approved metal, plastic or fiberglass backplate with 17/64" mounting holes.				POST TYPE	WC	YFLX, WFLX	WC	YFLX, WFLX
					MOUNT TYPE	GND	GND, SRF	GND	GND, SRF

OBJECT MARKERS								D & OM DESCRIPTIVE CODE	
DEVICE	Type 1 (OM-1)	Type 2 (OM-2)			Type 3 (OM-3)			Type 4 (OM-4)	INSTL OM ASSM (OM-XX) (XXXX)XXX (XX) TYPE OF OBJECT MARKER 1, 2, 3, or 4 NUMBER OF REFLECTORS OR DIRECTION X = 3-Size 2 reflector unit (Type 2 only) Y = 1-Size 3 reflector unit (Type 2 only) Z = 3-Size 1 or 1-Size 4 reflector unit(s) (Type 2 only) L = Left Side (Type 3 Object Marker only) R = Right Side (Type 3 Object Marker only) C = Center (Type 3 Object Marker only) TYPE OF POST WC = Wing Channel Post WFLX = White Flexible Post TWT = Thin Walled Tubing TYPE OF MOUNT GND = Embedded (drivable) SRF = Surface Mount WAS = Wedge Anchor Steel WAP = Wedge Anchor Plastic DIRECTION If Required BI = Bi-Directional
									
SHEETING	Yellow-Type B _{FL} or C _{FL} Sheeting	Yellow - Type B or C Sheeting			Alternating acrylic black and retroreflective yellow - Type B _{FL} or C _{FL} Sheeting			Red -Type B _{FL} or C _{FL} Sheeting	DEPARTMENTAL MATERIAL SPECIFICATIONS FLEXIBLE DELINEATOR & OBJECT MARKER POSTS (EMBEDDED & SURFACE MOUNT TYPES) DMS-4400 SIGN FACE MATERIALS DMS-8300 DELINEATORS, OBJECT MARKERS AND BARRIER REFLECTORS DMS-8600
POST TYPE	TWT	WC	WC	WFLX	TWT			TWT	
MOUNT TYPE	WAS, WAP	GND	GND	GND, SRF	WAS, WAP			WAS, WAP	

BARRIER REFLECTORS (BRF)			CHEVRONS				ONE DIRECTION LARGE ARROW		NOTE: Delineator and object marker substrates and sign substrates shall be 0.080" Aluminum sign blank to conform to ASTM B-209 Alloy 6061-T6 or approved alternative.			
DEVICE	GF1	GF2	CTB									
	1. Barrier reflectors shall meet the requirements of DMS 8600. 2. Approved Barrier Reflectors are listed on the "Barrier Reflectors" Material Producer List at: www.txdot.gov.			W1-8				W1-6		 Texas Department of Transportation Traffic Safety Division Standard		
SHEETING	Yellow, White, Red			SIZE (W x L)	18" x 24" (Conventional)	24" x 30" (Conventional Oversize)	30" x 36" (Expressway)	36" x 48" (Freeway)	SIZE (W x L)		48" x 24" (Conventional)	60" x 30" (Expressway & Freeway)
NOTE	1. Reflective sheeting shall have a minimum dimension of 3 inches and minimum surface area of 9 square inches.			MOUNTING HEIGHT	4'-0" or 7'-0"		7'-0" Only		MOUNTING HEIGHT		7'-0"	
				NOTE	1. CHEVRON (W1-8) signs and ONE DIRECTION LARGE ARROW (W1-6) Signs shall be installed per Sign Mounting Details (SMD) Standard Sheets and paid under Item 644 (Small Roadside Sign Assemblies). 2. When there is a need to increase conspicuity, the Texas version of the ONE DIRECTION LARGE ARROW sign (W1-9T) may be used instead of the ONE DIRECTION LARGE ARROW (W1-6).							

FILE: dom1-20.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
© TXDOT August 2004	CONT	SECT	JOB	REVISION
10-09 3-15	DIST	COUNTY	495	
4-10 7-20	AUS	HAYS	48	

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DATE: 10/4/2023 8:15:48 AM
 FILE: \$FILES\$

POST TYPE AND SUPPORT FOUNDATION DETAILS				TYPE OF BARRIER MOUNTS	
WING CHANNEL (WC)	FLEXIBLE POSTS (YFLX, WFLX)		WEDGE ANCHOR SYSTEMS		Item # 14.
GND	GND	SRF	WAS	WAP	GUARD FENCE ATTACHMENT
	EMBEDDED	SURFACE MOUNT	STEEL	PLASTIC	CONCRETE TRAFFIC BARRIER (CTB)
NOTES 1. Embedded Wing Channel (WC) post option may be used for Type 2 Object Markers and Delineators only. 2. 1.12 lbs/ft steel per ASTM A 1011 SS Gr. 50, or ASTM A499.	NOTES 1. See "Flexible Delineator and Object Marker Posts" Material Producer List for approved devices. 2. Install per manufacturer's recommendations. 3. Post length may vary to meet field conditions. 4. When using yellow delineators with flexible posts to separate opposing direction of travel, such as centerline or median use, the flexible posts shall be yellow.		NOTE 1. Install per manufacturer's recommendations.		GENERAL NOTES 1. Place delineators on a section of roadway at a consistent distance from the edge of pavement. 2. Where a restriction prevents consistent placement from the pavement edge, place the affected object markers in line with the innermost edge of the obstruction. 3. When Type 2 object markers and delineators are more than 8'-0" from the edge of the pavement, it may not be possible to maintain a height of approximately 4'-0". If this is the case, place the object marker or delineator as close to the desired height as possible. 4. Install all delineators, object markers and barrier reflectors in accordance with the manufacturer's recommendation. 5. Barrier reflectors should be installed a minimum of 18 inches above the edge of the pavement surface. 6. Diagonal stripes on Type 3 object markers shall slope down toward the intended travel lane.
TYPES 1,3, AND 4 OBJECT MARKERS AND CHEVRONS	CHEVRONS AND ONE DIRECTION LARGE ARROW SIGN		DELINEATORS AND TYPE 2 OBJECT MARKERS		
NOTE Mounting at 4 feet to the bottom of the chevron is permitted for chevrons that will not exceed a height of 6'-6" to the top of the chevron (sizes 24" x 30" and smaller)	NOTE Chevrons 30" x 36" and larger shall be mounted at a height of 7' to the bottom of the chevron. Chevron sign and ONE DIRECTION LARGE ARROW sign (W1-9T) shall be installed per SMD standard sheets and paid under item 644.		See general notes 1, 2 and 3.		

Texas Department of Transportation
Traffic Safety Division Standard

DELINEATOR & OBJECT MARKER INSTALLATION

D & OM(2)-20

FILE: dom2-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT August 2004	CONT	SECT	JOB	HIGHWAY
10-09 3-15	DIST	COUNTY	496	
4-10 7-20	AUS	HAYS	49	

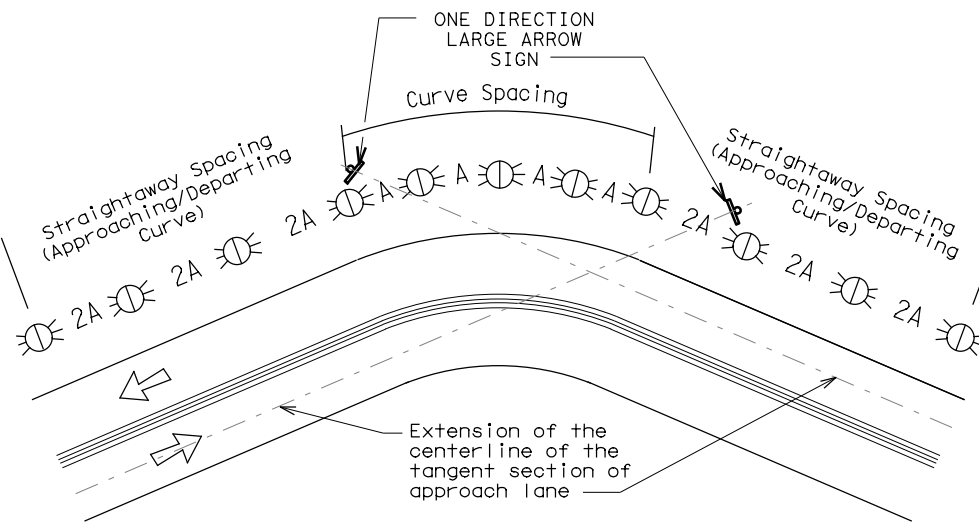
20B

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MINIMUM WARNING DEVICES AT CURVES WITH ADVISORY SPEEDS

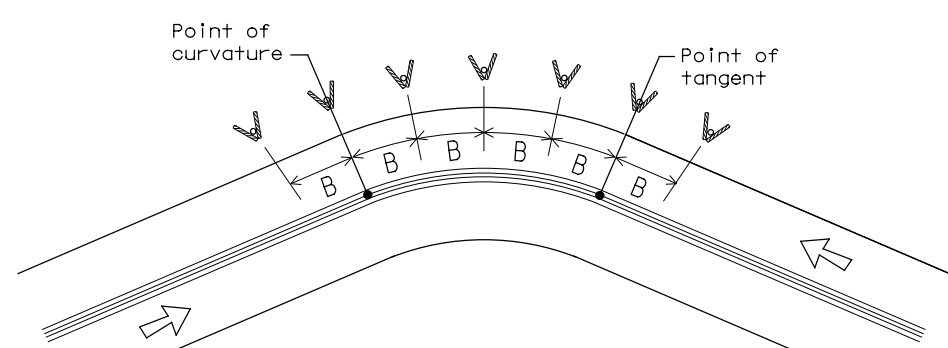
Amount by which Advisory Speed is less than Posted Speed	Curve Advisory Speed	
	Turn (30 MPH or less)	Curve (35 MPH or more)
5 MPH & 10 MPH	• RPMs	• RPMs
15 MPH & 20 MPH	• RPMs and One Direction Large Arrow sign	• RPMs and Chevrons; or • RPMs and One Direction Large Arrow sign where geometric conditions or roadside obstacles prevent the installation of chevrons.
25 MPH & more	• RPMs and Chevrons; or • RPMs and One Direction Large Arrow sign where geometric conditions or roadside obstacles prevent the installation of chevrons	• RPMs and Chevrons

SUGGESTED SPACING FOR DELINEATORS ON HORIZONTAL CURVES



NOTE
ONE DIRECTION LARGE ARROW (W1-6) sign should be located at approximately and perpendicular to the extension of the centerline of the tangent section of approach lane.

SUGGESTED SPACING FOR CHEVRONS ON HORIZONTAL CURVES



NOTE
At least one chevron pair is installed beyond the point of tangent in tangent section.

DELINEATOR AND CHEVRON SPACING

WHEN DEGREE OF CURVE OR RADIUS IS KNOWN				
Degree of Curve	FEET			
	Radius of Curve	Spacing in Curve	Spacing in Straightaway	Chevron Spacing in Curve
		A	2A	B
1	5730	225	450	—
2	2865	160	320	—
3	1910	130	260	200
4	1433	110	220	160
5	1146	100	200	160
6	955	90	180	160
7	819	85	170	160
8	716	75	150	160
9	637	75	150	120
10	573	70	140	120
11	521	65	130	120
12	478	60	120	120
13	441	60	120	120
14	409	55	110	80
15	382	55	110	80
16	358	55	110	80
19	302	50	100	80
23	249	40	80	80
29	198	35	70	40
38	151	30	60	40
57	101	20	40	40

Curve delineator approach and departure spacing should include 3 delineators spaced at 2A. This spacing should be used during design preparation or when the degree of curve is known.

DELINEATOR AND CHEVRON SPACING

WHEN DEGREE OF CURVE OR RADIUS IS NOT KNOWN			
Advisory Speed (MPH)	Spacing in Curve	Spacing in Straightaway	Chevron Spacing in Curve
	A	2xA	B
65	130	260	200
60	110	220	160
55	100	200	160
50	85	170	160
45	75	150	120
40	70	140	120
35	60	120	120
30	55	110	80
25	50	100	80
20	40	80	80
15	35	70	40

If the degree of curve is not known, delineator spacing may be determined based on the Advisory Speed of the curve. Use the delineator curve spacing for each Advisory Speed (MPH).

DELINEATOR AND OBJECT MARKER APPLICATION AND SPACING

CONDITION	REQUIRED TREATMENT	MINIMUM SPACING
Frwy./Exp. Tangent	RPMs	See PM-series and FPM-series standard sheets
Frwy./Exp. Curve	Single delineators on right side	See delineator spacing table
Frwy/Exp. Ramp	Single delineators on at least one side of ramp (should be on outside of curves) (see Detail 3 on D&OM(4))	100 feet on ramp tangents Use delineator spacing table for ramp curves ("straightway spacing" does not apply to ramp curves)
Acceleration/Deceleration Lane	Double delineators (see Detail 3 on D&OM(4))	100 feet (See Detail 3 on D & OM (4))
Truck Escape Ramp	Single red delineators on both sides	50 feet
Bridge Rail (steel or concrete) and Metal Beam Guard Fence	Bi-Directional Delineators when undivided with one lane each direction Single Delineators when multiple lanes each direction	Equal spacing (100' max) but not less than 3 delineators
Concrete Traffic Barrier (CTB) or Steel Traffic Barrier	Barrier reflectors matching the color of the edge line	Equal spacing 100' max
Cable Barrier	Reflectors matching the color of the edge line	Every 5th cable barrier post (up to 100' max)
Guard Rail Terminus/Impact Head	Divided highway - Object marker on approach end Undivided 2-lane highways - Object marker on approach and departure end	Requires reflective sheeting provided by manufacturer per D & OM (VIA) or a Type 3 Object Marker (OM-3) in front of the terminal end See D & OM (5) and D & OM (6)
Bridges with no Approach Rail	Type 3 Object Marker (OM-3) at end of rail and 3 single delineators approaching rail	See D & OM(5)
Reduced Width Approaches to Bridge Rail	Type 2 and Type 3 Object Markers (OM-3) and 3 single delineators approaching bridge	Requires reflective sheeting provided by manufacturer per D & OM (VIA) or a Type 3 Object Marker (OM-3) in front of the terminal end See D & OM (5)
Culverts without MBGF	Type 2 Object Markers	See Detail 2 on D & OM(4)
Crossovers	Double yellow delineators and RPMs	See Detail 1 on D & OM (4)
Pavement Narrowing (lane merge) on Freeways/Expressway	Single delineators adjacent to affected lane for full length of transition	100 feet

NOTES

- Unless indicated otherwise, the delineator or barrier reflector color shall conform to the color of the pavement edge line on the side of the road where the delineators or barrier reflectors are placed.
- Barrier reflectors may be used to replace required delineators.
- Single red delineators may be mounted on the back side of delineator posts for wrong way driver applications

LEGEND	
	Bi-directional Delineator
	Delineator
	Sign

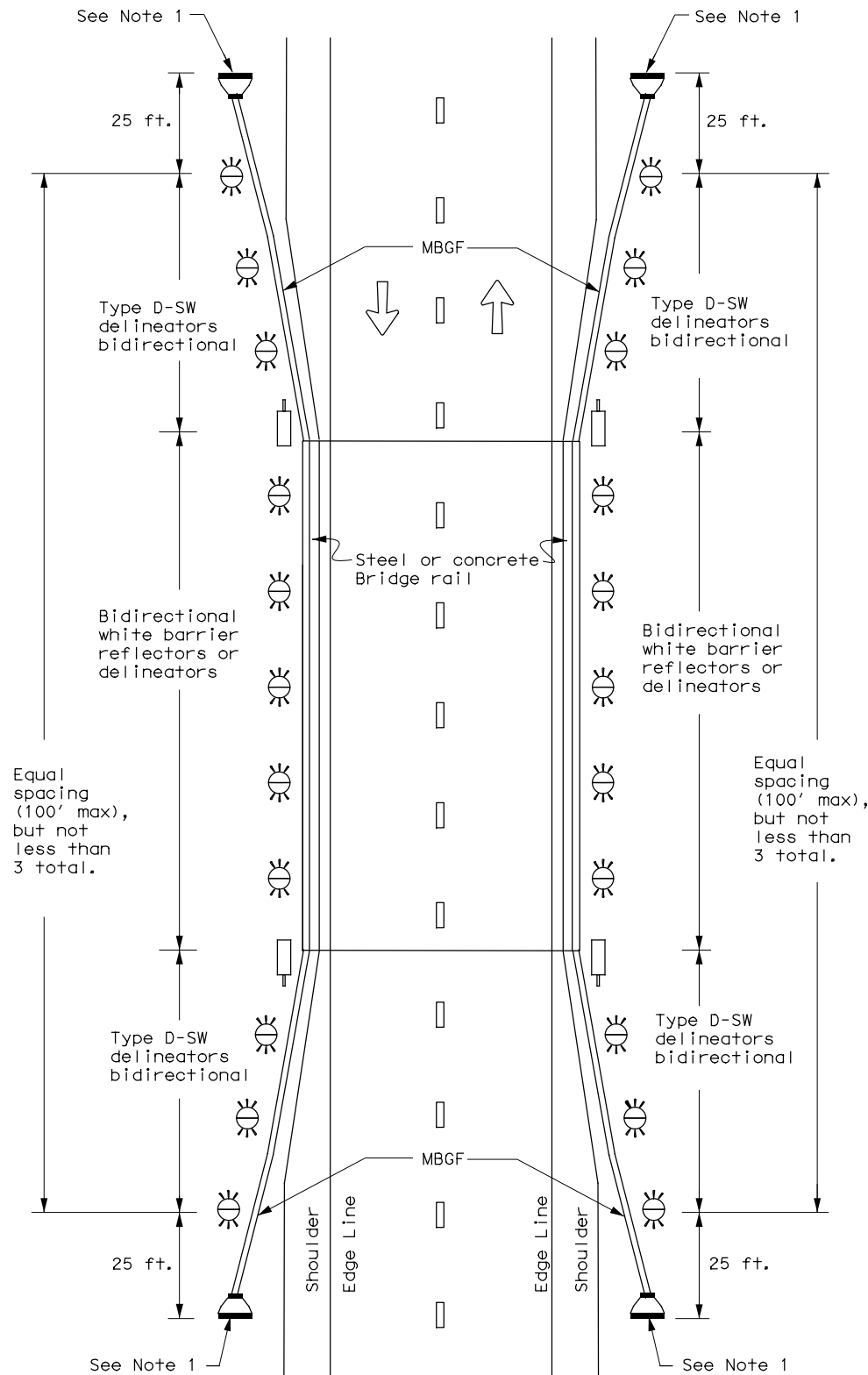


DELINEATOR & OBJECT MARKER PLACEMENT DETAILS

D & OM(3)-20

FILE: dom3-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT August 2004	CONT	SECT	JOB	REVISIONS
3-15 8-15	DIST	COUNTY		
8-15 7-20	AUS	HAYS		

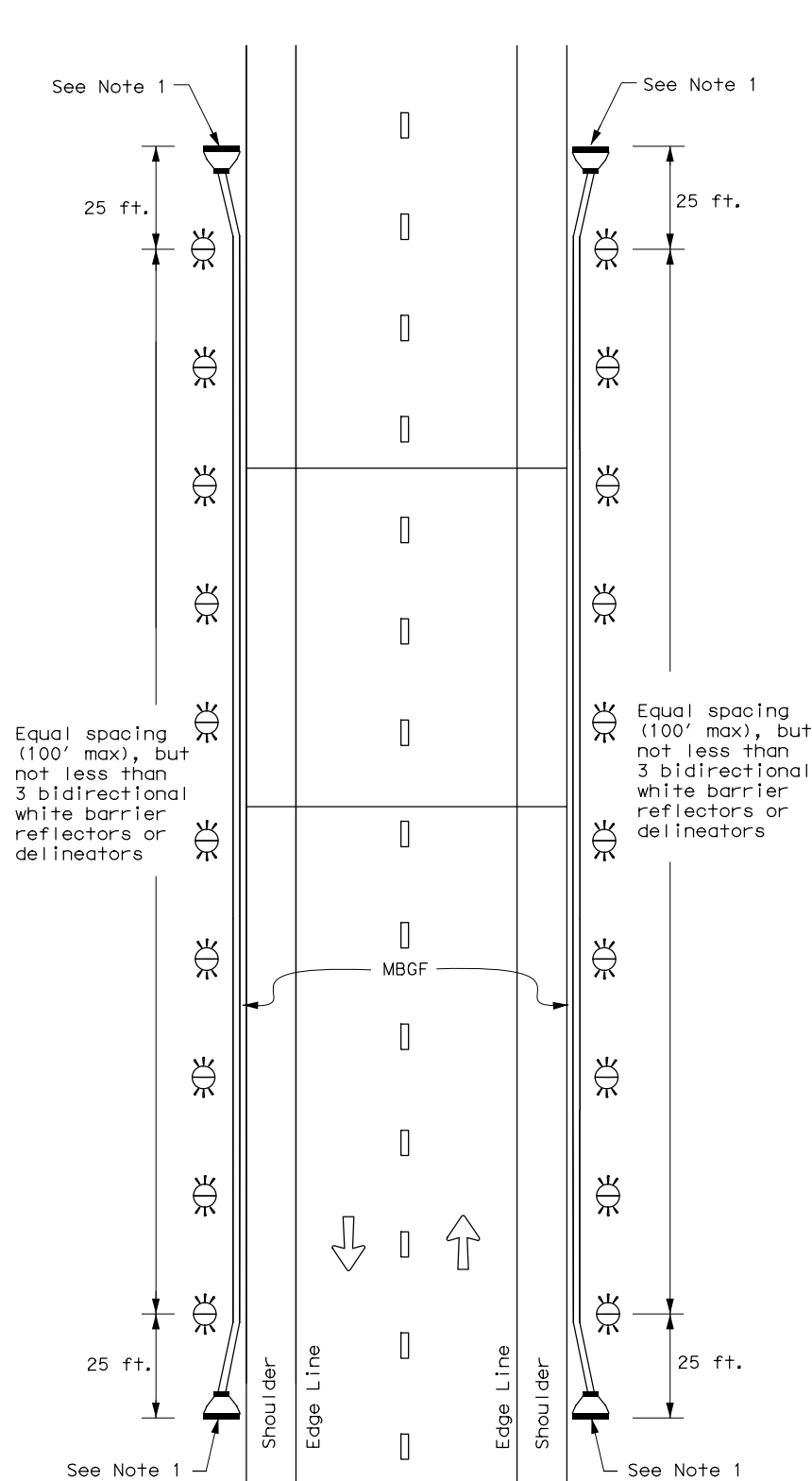
**TWO-WAY, TWO LANE ROADWAY
WITH REDUCED WIDTH APPROACH RAIL**



NOTE:

1. Terminal ends require reflective sheeting provided by manufacturer per D & OM (VIA) or a Type 3 Object Marker (OM-3) in front of the terminal end.

**TWO-WAY, TWO LANE ROADWAY
WITH METAL BEAM GUARD FENCE (MBGF)**

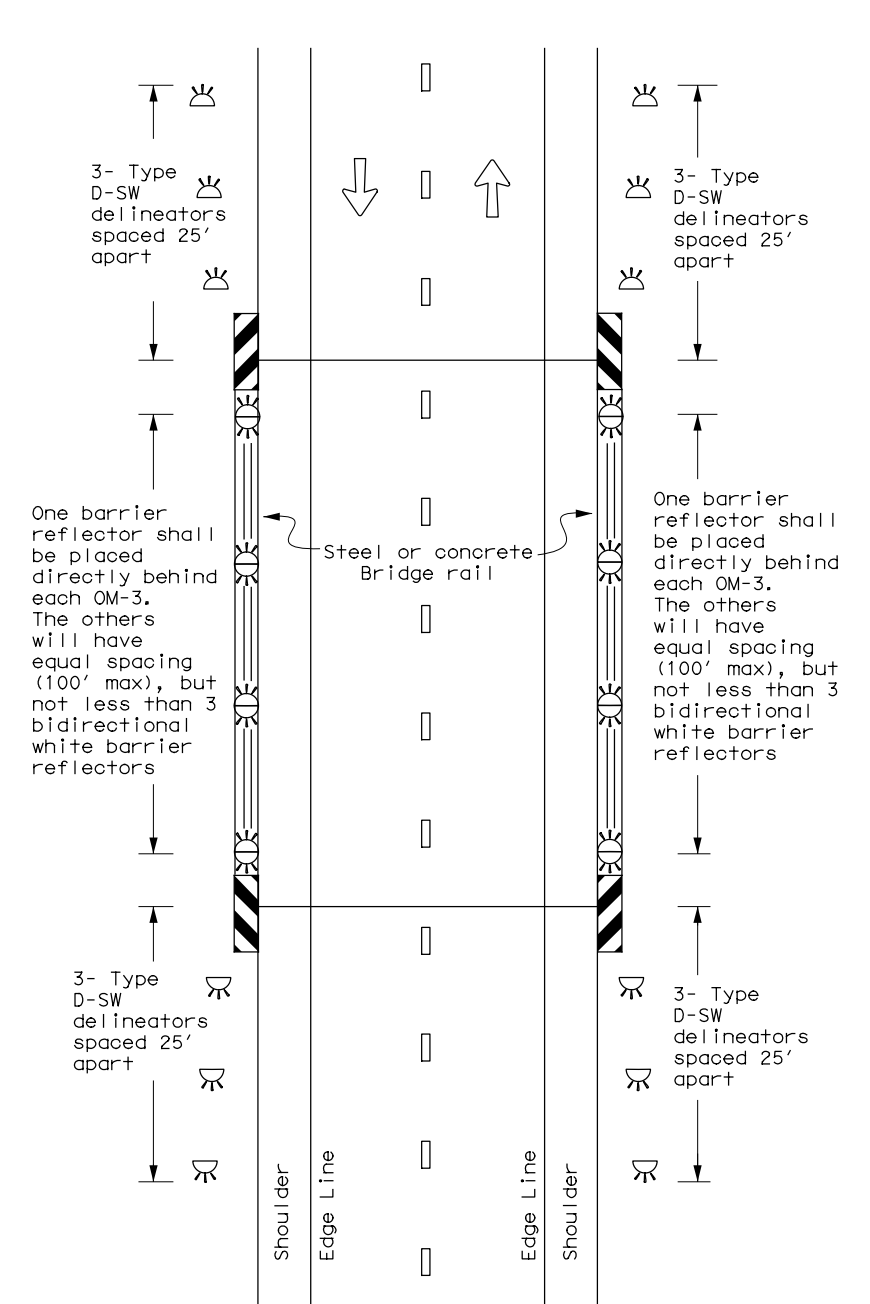


NOTE:

1. Terminal ends require reflective sheeting provided by manufacturer per D & OM (VIA) or a Type 3 Object Marker (OM-3) in front of the terminal end.

**TWO-WAY, TWO LANE ROADWAY
BRIDGE WITH NO APPROACH RAIL**

Item # 14.



LEGEND

	Bidirectional Delineator
	Delineator
	OM-3
	OM-2
	Terminal End
	Traffic Flow



**DELINEATOR &
OBJECT MARKER
PLACEMENT DETAILS**

D & OM(5)-20

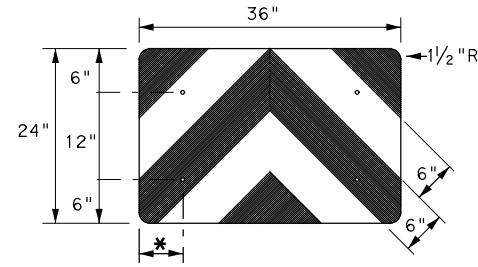
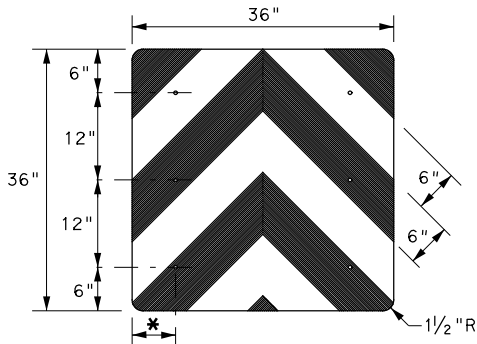
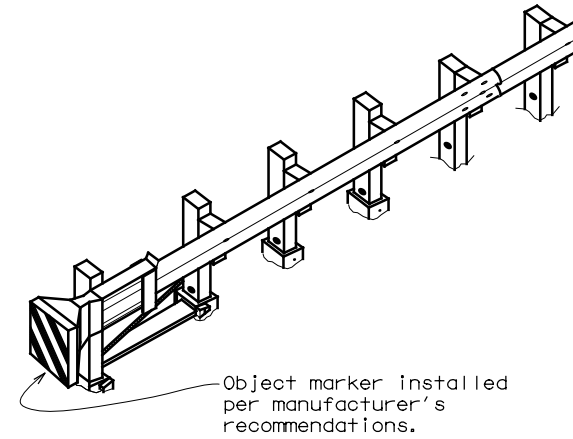
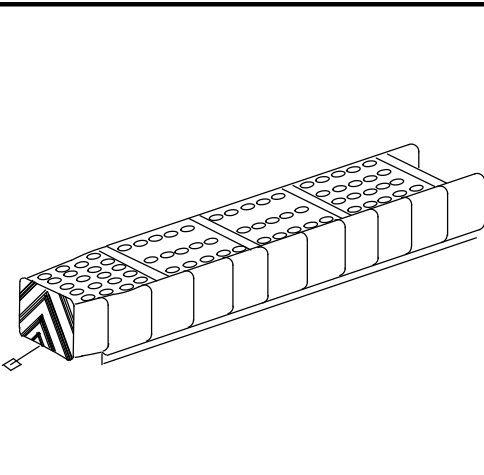
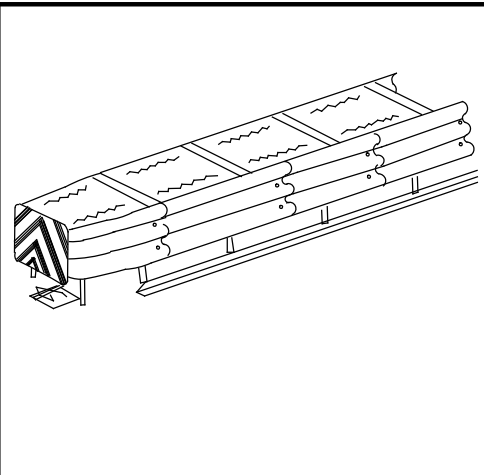
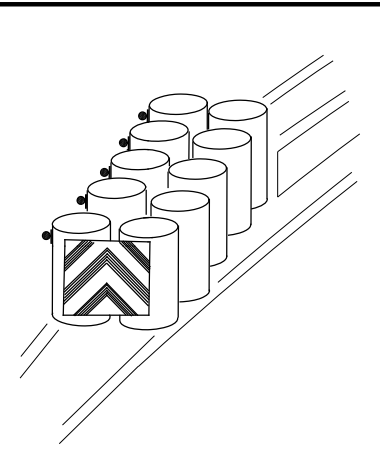
FILE: dom5-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT August 2015	CONT	SECT	JOB	REVISIONS
7-20	DIST	COUNTY	498	
	AUS	HAYS	51	

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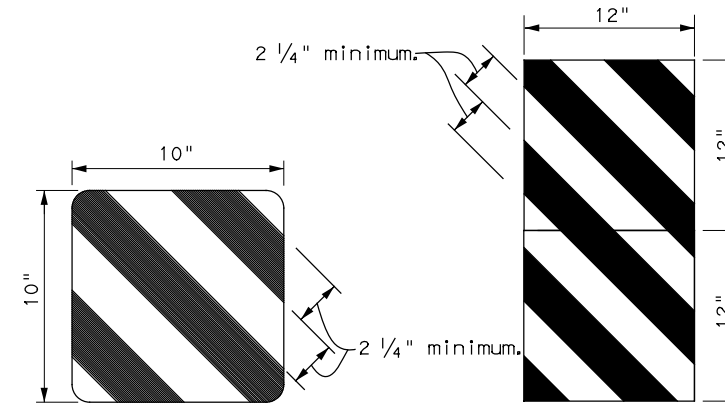
DATE: 10/4/2023 8:15:57 AM
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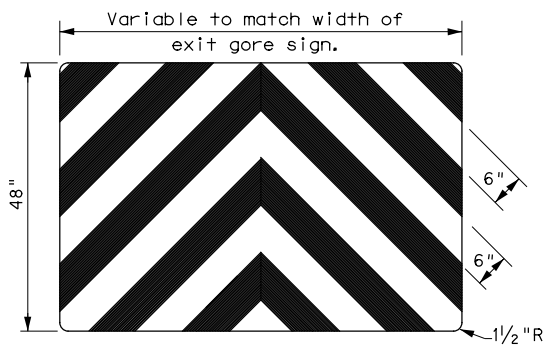
DATE: 10/4/2023 8:15:59 AM
FILE: \$FILES



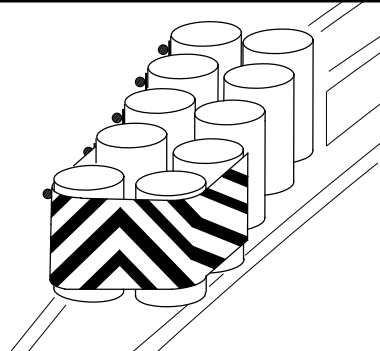
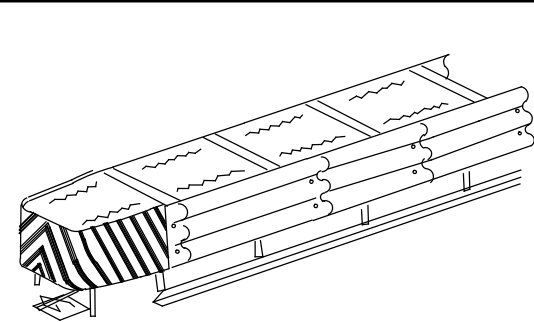
* Adjust to fit attenuator per manufacturer's recommendation, or as directed by the Engineer



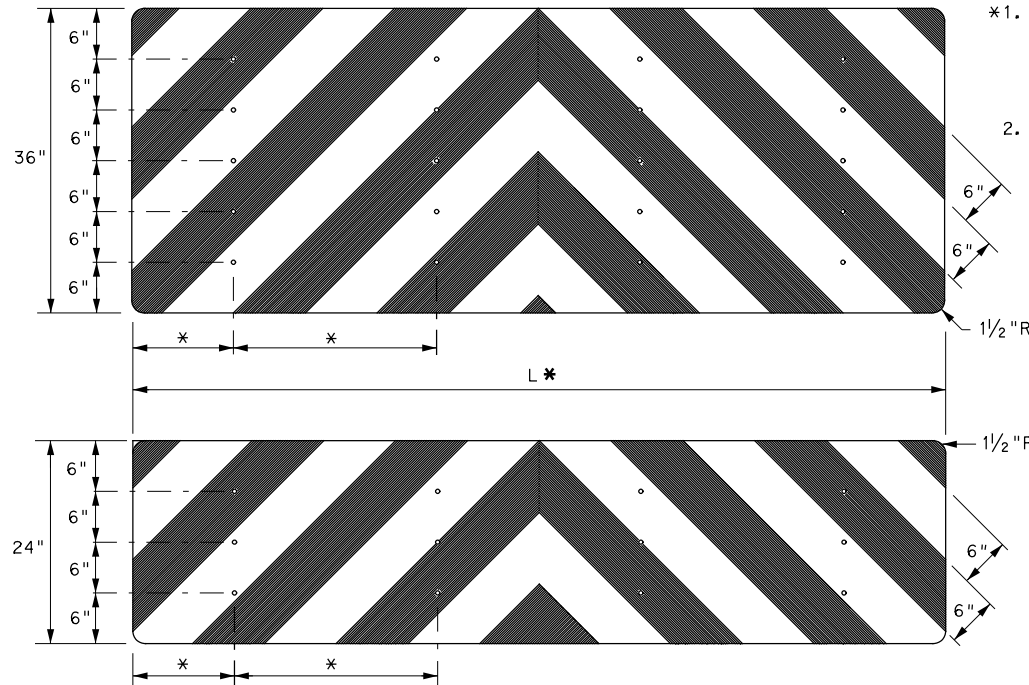
OBJECT MARKERS SMALLER THAN 3 FT²



Item # 14.



NOTES



- *1. Spacing should be adjusted to attach through centerline of drum, per attenuator manufacturer's recommendation, or as directed by the Engineer.
- 2. Mounting should be flush with top of attenuator. Minimum size 96" x 24".

NOTES

1. Object Markers shall conform to the Texas MUTCD and meet the color and reflectivity requirement of Department Material Specification DMS 8300. Background shall be yellow reflective sheeting (Type B or C) and Chevron shall be black.
2. Object Markers may be fabricated from adhesive backed reflective sheeting applied directly to guardrail end treatment, or applied directly to an "end cap" as per the manufacturer's recommendation. Direct applied sheeting shall provide a smooth surface and have no wrinkles, air bubbles, cuts or tears. A radius at the corners is not required for direct applied sheeting.
3. Object Marker size may be reduced to fit smaller devices. Width of alternating black and yellow stripes are typically 6". Object Markers smaller than 3ft may have reduced width stripes of a minimum of 2 1/4".
4. Pop rivets, screws, or nuts and bolts may be used to attach object markers and reflectors. Holes, slots or other openings may be cut or drilled through object markers to allow cable or other attachments.
5. Object Marker at nose of attenuator is subsidiary to the attenuator.
6. See D & OM (1-4) for required barrier reflectors.

		Traffic Safety Division Standard	
DELINEATOR & OBJECT MARKER FOR VEHICLE IMPACT ATTENUATORS D & OM(VIA)-20			
FILE: domvia20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT
© TxDOT December 1989	CONT	SECT	JOB
REVISIONS			
4-92 8-04			
8-95 3-15			
4-98 7-20			
DIST	COUNTY		499
AUS	HAYS		52
20G			

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DATE: 10/4/2023
FILE: \$FILE\$

I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 150000: Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

1.
2.
 No Action Required Required Action

- Action No.
1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000
2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.
3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.
4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

- No Permit Required
 Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)
 Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)
 Individual 404 Permit Required
 Other Nationwide Permit Required: NWP# _____

Required Actions: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

1.
2.
3.
4.

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

Best Management Practices:

Erosion	Sedimentation	Post-Construction TSS
<input checked="" type="checkbox"/> Temporary Vegetation	<input checked="" type="checkbox"/> Silt Fence	<input type="checkbox"/> Vegetative Filter Strips
<input type="checkbox"/> Blankets/Matting	<input checked="" type="checkbox"/> Rock Berm	<input type="checkbox"/> Retention/Irrigation Systems
<input type="checkbox"/> Mulch	<input type="checkbox"/> Triangular Filter Dike	<input type="checkbox"/> Extended Detention Basin
<input type="checkbox"/> Sodding	<input type="checkbox"/> Sand Bag Berm	<input type="checkbox"/> Constructed Wetlands
<input type="checkbox"/> Interceptor Swale	<input type="checkbox"/> Straw Bale Dike	<input type="checkbox"/> Wet Basin
<input type="checkbox"/> Diversion Dike	<input type="checkbox"/> Brush Berms	<input type="checkbox"/> Erosion Control Compost
<input type="checkbox"/> Erosion Control Compost	<input type="checkbox"/> Erosion Control Compost	<input type="checkbox"/> Mulch Filter Berm and Socks
<input type="checkbox"/> Mulch Filter Berm and Socks	<input type="checkbox"/> Mulch Filter Berm and Socks	<input type="checkbox"/> Compost Filter Berm and Socks
<input type="checkbox"/> Compost Filter Berm and Socks	<input type="checkbox"/> Compost Filter Berm and Socks	<input checked="" type="checkbox"/> Vegetation Lined Ditches
	<input type="checkbox"/> Stone Outlet Sediment Traps	<input type="checkbox"/> Sand Filter Systems
	<input type="checkbox"/> Sediment Basins	<input type="checkbox"/> Grassy Swales

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

- No Action Required Required Action

Action No.

1.
2.
3.
4.

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical. Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

- No Action Required Required Action

Action No.

1.
2.
3.
4.

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

- No Action Required Required Action

Action No.

1.
2.
3.
4.

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

LIST OF ABBREVIATIONS

BMP: Best Management Practice	SPCC: Spill Prevention Control and Countermeasure
CGP: Construction General Permit	SW3P: Storm Water Pollution Prevention Plan
DSHS: Texas Department of State Health Services	PCN: Pre-Construction Notification
FHWA: Federal Highway Administration	PSL: Project Specific Location
MOA: Memorandum of Agreement	TCEQ: Texas Commission on Environmental Quality
MOU: Memorandum of Understanding	TPDES: Texas Pollutant Discharge Elimination System
MS4: Municipal Separate Stormwater Sewer System	TPWD: Texas Parks and Wildlife Department
MBTA: Migratory Bird Treaty Act	TxDOT: Texas Department of Transportation
NOT: Notice of Termination	T&E: Threatened and Endangered Species
NWP: Nationwide Permit	USACE: U.S. Army Corps of Engineers
NOI: Notice of Intent	USFWS: U.S. Fish and Wildlife Service

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

Item # 14.

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used. Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labelling as required by the Act.

Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

- * Dead or distressed vegetation (not identified as normal)
- * Trash piles, drums, canister, barrels, etc.
- * Undesirable smells or odors
- * Evidence of leaching or seepage of substances

Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

- Yes No

If "No", then no further action is required.

If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection.

Are the results of the asbestos inspection positive (is asbestos present)?

- Yes No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

- No Action Required Required Action

Action No.

1.
2.
3.

VII. OTHER ENVIRONMENTAL ISSUES

(includes regional issues such as Edwards Aquifer District, etc.)

- No Action Required Required Action

Action No.

1.
2.
3.



HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900

Design Division Standard

**ENVIRONMENTAL PERMITS,
ISSUES AND COMMITMENTS
EPIC**

FILE: epic.dgn	DN: TxDOT	CK: RG	DW: VP	CK: AR
©TxDOT: February 2015	CONT	SECT	JOB	
12-12-2011 (05) REVISIONS				
05-07-14 ADDED NOTE SECTION IV.				
01-23-2015 SECTION I (CHANGED ITEM 1122 TO ITEM 506, ADDED GRASSY SWALES.	DIST	COUNTY		
	AUS	HAYS		

A. GENERAL SITE DATA

- PROJECT LIMITS:**
SHANE LN/GOLDEN EAGLE DR AT ROGER HANKS PARKWAY
PROJECT LENGTH = 519.00 FT. = 0.098 MILES
- PROJECT LOCATION:**
BEG LATITUDE: +30° 12' 10.57" N BEG LONGITUDE: -98° 06' 14.03" W
END LATITUDE: +30° 12' 13.06" N END LONGITUDE: -98° 06' 08.23" W
- PROJECT SITE MAPS:**
* PROJECT LOCATION MAP: SEE TITLE SHEET
* DRAINAGE PATTERNS: SEE DRAINAGE AREA MAP
* SLOPES ANTICIPATED AFTER MAJOR GRADINGS OR AREAS OF SOIL DISTURBANCE: SEE TYPICAL SECTIONS
* LOCATION OF EROSION AND SEDIMENT CONTROLS: SEE SW3P LAYOUT
* SURFACE WATERS AND DISCHARGE LOCATIONS: SEE DRAINAGE AREA MAP
* PROJECT SPECIFIC LOCATIONS: TO BE SPECIFIED BY THE PROJECT FIELD OFFICE DURING CONSTRUCTION AND LOCATED IN THE PROJECT SW3P FILE. REFERENCE ITEM #10 BELOW
- PROJECT DESCRIPTION:** RECONSTRUCTING OF THE ROADWAY AND OPERATIONAL IMPROVEMENTS
- MAJOR SOIL DISTURBING ACTIVITIES:**
SOIL DISTURBING ACTIVITIES WILL INCLUDE PREPARING THE RIGHT OF WAY, GRADING, EROSION CONTROLS, AND TOPSOIL WORK FOR FINAL SEEDING.
- EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER:**
EXISTING SOILS CONSIST OF CLAY LOAM
EXISTING VEGETATIVE COVER PATCHY GRASS APPROX 60%
- TOTAL PROJECT AREA:** 0.92 ACRES
- TOTAL AREA TO BE DISTURBED:** 0.99 ACRES
- WEIGHTED RUNOFF COEFFICIENT**
BEFORE CONSTRUCTION: 0.52
AFTER CONSTRUCTION: 0.55
- NAME OF RECEIVING WATERS:** (SEGMENT NUMBER OF RECEIVING WATERS)
ONION CREEK (SEGMENT NUMBER 1427)
- PROJECT SW3P FILE:** FOR PROJECTS DISTURBING ONE ACRE OR MORE, TXDOT WILL MAINTAIN AN SW3P FILE WITH ALL PERTINENT ENVIRONMENTAL DOCUMENTS, CORRESPONDENCE, ETC. AT THE PROJECT FIELD OFFICE. IF NO FIELD OFFICE IS AVAILABLE THEN THE SW3P FILE SHALL BE KEPT IN THE INSPECTOR'S TRUCK.

B. EROSION AND SEDIMENT CONTROLS

- SOIL STABILIZATION PRACTICES:**
 TEMPORARY SEEDING
 PERMANENT PLANTING, SODDING, OR SEEDING
 MULCHING
 SOIL RETENTION BLANKET
 BUFFER ZONES
 PRESERVATION OF NATURAL RESOURCES

OTHER:
- STRUCTURAL PRACTICES:**
 SILT FENCES
 ROCK FILTER DAMS
 DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
 DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
 DIVERSION DIKE AND SWALE COMBINATIONS
 PIPE SLOPE DRAINS
 PAVED FLUMES
 ROCK BEDDING AT CONSTRUCTION EXIT
 TIMBER MATTING AT CONSTRUCTION EXIT
 CHANNEL LINERS
 SEDIMENT TRAPS
 SEDIMENT BASINS
 STORM INLET SEDIMENT TRAP
 STONE OUTLET STRUCTURES
 CURBS AND GUTTERS
 STORM SEWERS
 VELOCITY CONTROL DEVICES

OTHER:
- STORM WATER MANAGEMENT:**
STORM WATER DRAINAGE WILL BE PROVIDED BY EXISTING AND PROPOSED OPEN DITCHES THIS SYSTEM WILL CARRY THE DRAINAGE WITHIN THE RIGHT-OF-WAY TO EXISTING CHANNELS AND STORM SEWER SYSTEM
- STORM WATER MANAGEMENT ACTIVITIES: (SEQUENCE OF CONSTRUCTION)**
1. EXTEND EXISTING PIPE AND INSTALL AREA INLET.
2. RECONSTRUCT SHANE LN/GOLDEN EAGLE FROM BEGIN TO END.
3. CONSTRUCT CONNECTOR FROM SHANE LN TO ROGER HANKS PARKWAY.
- NON-STORM WATER DISCHARGES:**
FILTER NON-STORM WATER DISCHARGES, OR HOLD RETENTION BASINS, BEFORE BEING ALLOWED TO MIX WITH STORM WATER. THESE DISCHARGES CONSIST OF NON-POLLUTED GROUND WATER, SPRING WATER, FOUNDATION AND/OR FOOTING DRAIN WATER; AND WATER USED FOR DUST CONTROL, PAVEMENT WASHING AND VEHICLE WASHWATER CONTAINING NO DETERGENTS.

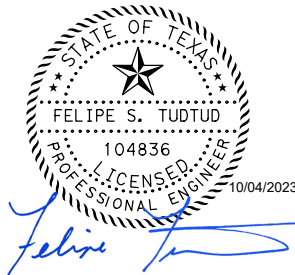
C. OTHER REQUIREMENTS & PRACTICES

Item # 14.

- MAINTENANCE:**
MAINTENANCE WILL BE PERFORMED AS INDICATED ON FIELD INSPECTION AND MAINTENANCE REPORT FORM 2118.
 - INSPECTION:**
INSPECTION WILL BE PERFORMED AS INDICATED ON FIELD INSPECTION AND MAINTENANCE REPORT FORM 2118.
 - WASTE MATERIALS:**
ALL WASTE MATERIALS WILL BE COLLECTED, STORED AND DISPOSED OF IN A LEGAL AND PROPER MANNER. NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON SITE.
 - HAZARDOUS WASTE (INCLUDING SPILL REPORTING):**
AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS. PAINTS, ACIDS FOR CLEANING MASONRY SURFACES, CLEANING SOLVENTS, ASPHALT PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION, OR CONCRETE CURING COMPOUNDS AND ADDITIVES. IN THE EVENT A SPILL WHICH MAY BE HAZARDOUS, THE SPILL COORDINATOR MUST BE CONTACTED IMMEDIATELY.
 - SANITARY WASTE:**
ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NECESSARY OR AS REQUIRED BY LOCAL REGULATION BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.
- OFFSITE VEHICLE TRACKING:
- HAUL ROADS DAMPENED FOR DUST CONTROL
 LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
 EXCESS DIRT ON ROAD REMOVED DAILY
 STABILIZED CONSTRUCTION ENTRANCE
- OTHER:


REMARKS: DISPOSAL AREAS, STOCKPILES AND HAUL ROADS SHALL BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL SEDIMENT FROM ENTERING RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WATERBODY OR STREAMBED.

CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED TO MINIMIZE THE RUNOFF OF POLLUTANTS.




FELIPE S. TUDTUD
104836
PROFESSIONAL ENGINEER
10/04/2023

NO.	DATE	REVISION	APPROVED



HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900



THE CITY OF
DRIPPING SPRINGS
TEXAS © 2023

ROGER HANKS

SW3P NARRATIVE

SHEET 1 OF 1

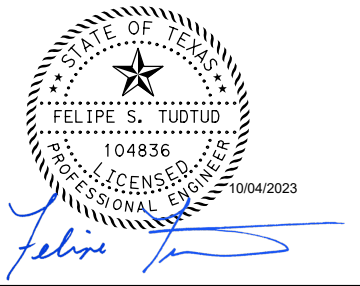
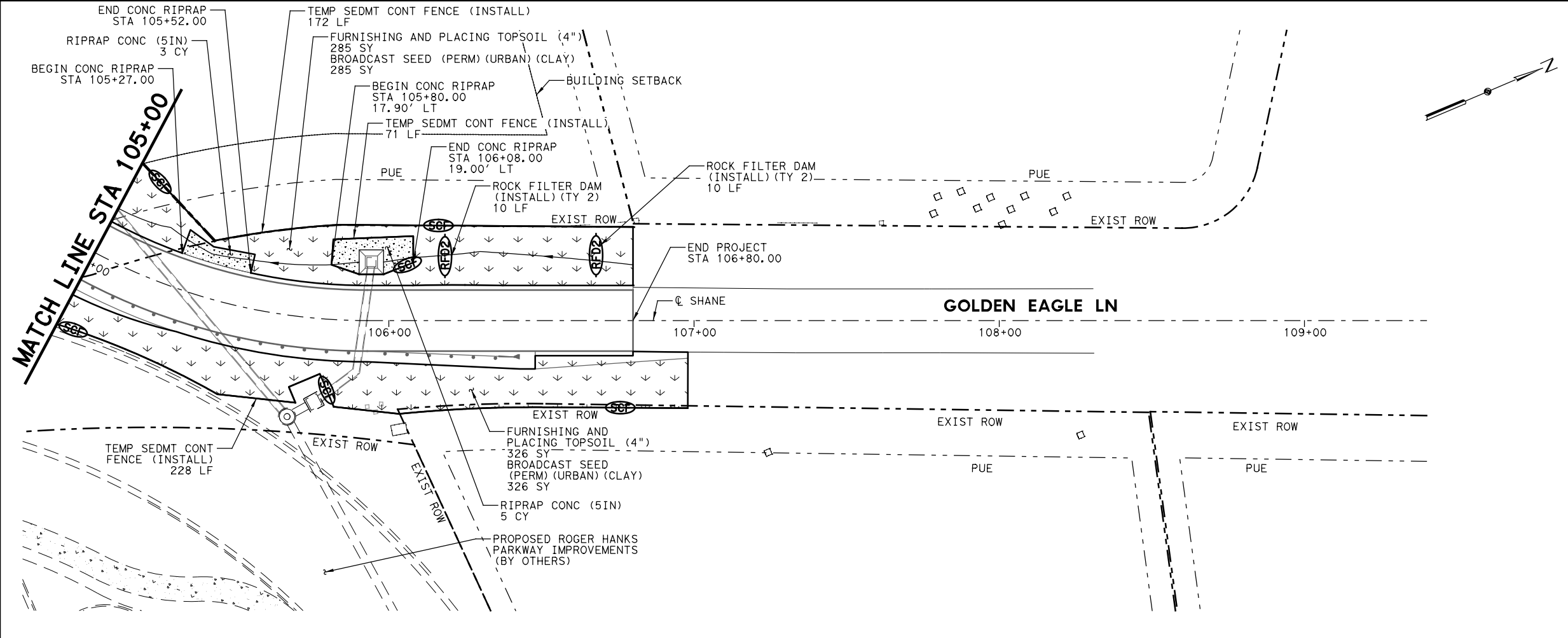
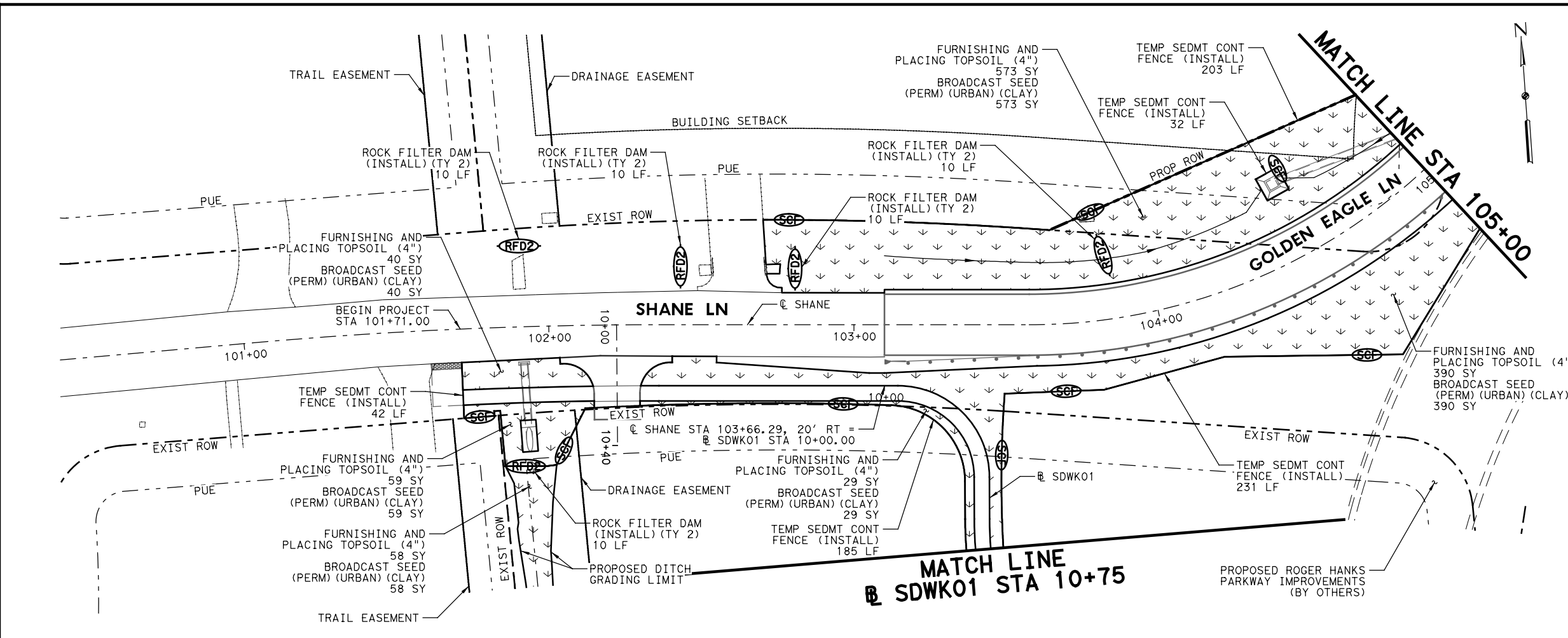
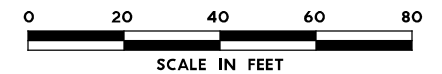
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GRAPHICS KB	STATE	DISTRICT	RH
CHECK JC	TEXAS	AUS	SHEET NO.
CHECK JC	CONTROL	SECTION	501

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 TIME: 8:16:03 AM
 SCALE: 1:1

LEGEND

---	PROPERTY LINE (HAYS APPRAISAL DISTRICT)	Item # 14.
---	EXISTING RIGHT OF WAY	
---	PROPOSED RIGHT OF WAY	
---	PROPOSED CONSTRUCTION BY OTHERS	
(RFD2)	ROCK FILTER DAM (TY 2)	
(SCP)	SEDIMENT CONTROL FENCE	
↓ ↓ ↓	SEEDING AND TOPSOIL	

- NOTES:**
- CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF BMPs SHOWN AND ALTER LOCATIONS AS NEEDED TO ACHIEVE INTENDED PURPOSE AS APPROVED BY THE ENGINEER.
 - PERIMETER CONTROLS SHALL BE IN PLACE PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES. PERIMETER DEVICES TO BE PLACED AT ROW OR EASEMENT UNLESS OTHERWISE NOTED.
 - CONSTRUCTION EXIT LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
 - CONTRACTOR IS RESPONSIBLE TO VEGETATE ANY ADDITIONAL DISTURBED AREAS NOT CALLED OUT IN PLANS. PROVIDE SEEDING AND TOPSOIL FOR THESE AREAS. SUBSIDIARY TO PERTINENT ITEMS.



NO.	DATE	REVISION	APPROVED

HDR
HDR
Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
512.685.2900



ROGER HANKS
SW3P LAYOUT

SHEET 1 OF 2

DESIGN	SJ	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS	KB	STATE	DISTRICT	COUNTY
CHECK	JC	TEXAS	AUS	HAYS
CHECK	JC	CONTROL	SECTION	JOB
				502

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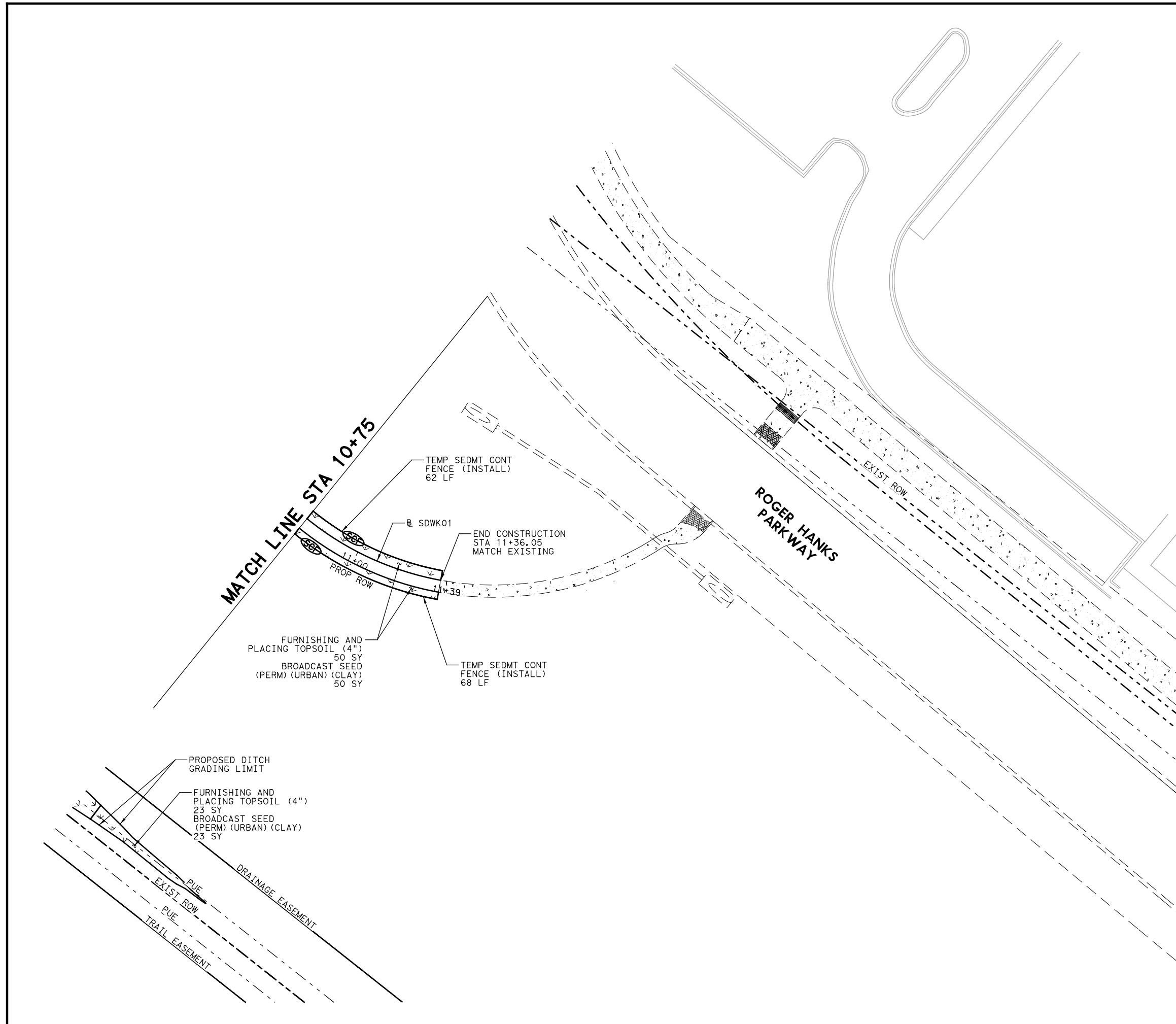
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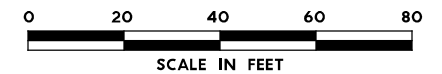


LEGEND

---	PROPERTY LINE (HAYS APPRAISAL DISTRICT)
- - - -	EXISTING RIGHT OF WAY
---	PROPOSED RIGHT OF WAY
---	PROPOSED CONSTRUCTION BY OTHERS
(RFD2)	ROCK FILTER DAM (TY 2)
(SCF)	SEDIMENT CONTROL FENCE
↓ ↓	SEEDING AND TOPSOIL

Item # 14.

- NOTES:**
1. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF BMPs SHOWN AND ALTER LOCATIONS AS NEEDED TO ACHIEVE INTENDED PURPOSE AS APPROVED BY THE ENGINEER.
 2. PERIMETER CONTROLS SHALL BE IN PLACE PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES. PERIMETER DEVICES TO BE PLACED AT ROW OR EASEMENT UNLESS OTHERWISE NOTED.
 3. CONSTRUCTION EXIT LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
 4. CONTRACTOR IS RESPONSIBLE TO VEGETATE ANY ADDITIONAL DISTURBED AREAS NOT CALLED OUT IN PLANS. PROVIDE SEEDING AND TOPSOIL FOR THESE AREAS. SUBSIDIARY TO PERTINENT ITEMS.



STATE OF TEXAS
 FELIPE S. TUTTUD
 104836
 LICENSED PROFESSIONAL ENGINEER
 10/04/2023

Felipe Tuttud

NO.	DATE	REVISION	APPROVED

HDR
 HDR
 Firm Registration No. F-754
 710 Heisters Crossing, Suite 150
 Round Rock, Texas 78681
 512.685.2900

THE CITY OF
DRIPPING SPRINGS
 TEXAS © 2023

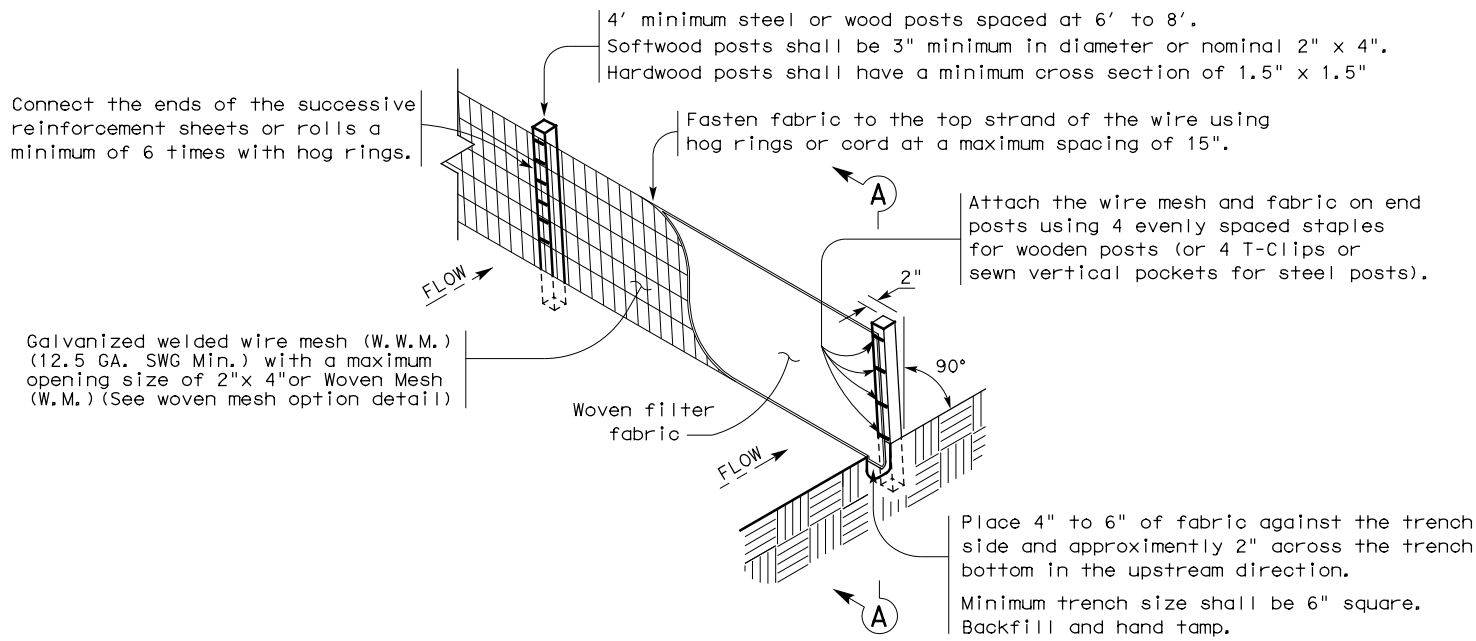
ROGER HANKS
SW3P LAYOUT

SHEET 2 OF 2

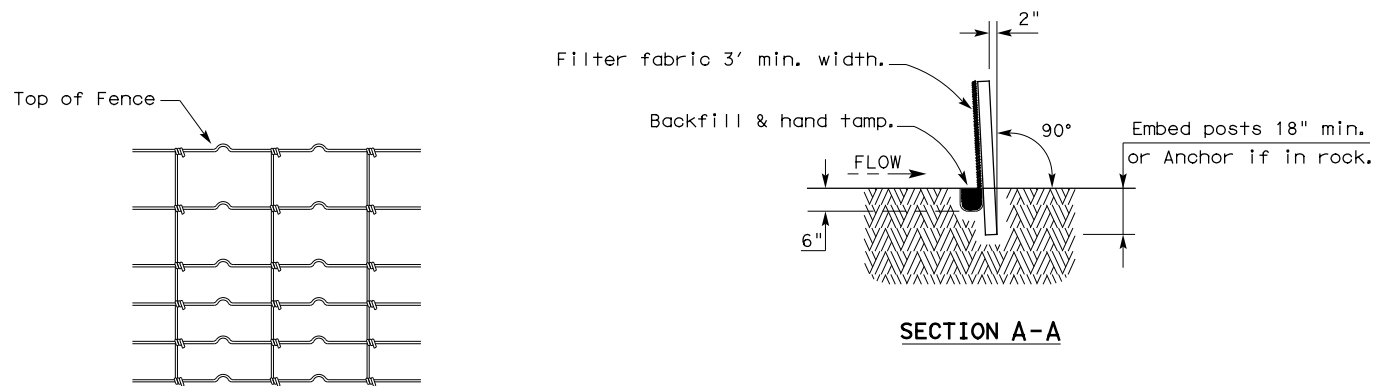
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CHECK JC	TEXAS	AUS	HAYS	503
CHECK JC	CONTROL	SECTION	JOB	

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Item # 14.



TEMPORARY SEDIMENT CONTROL FENCE



HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

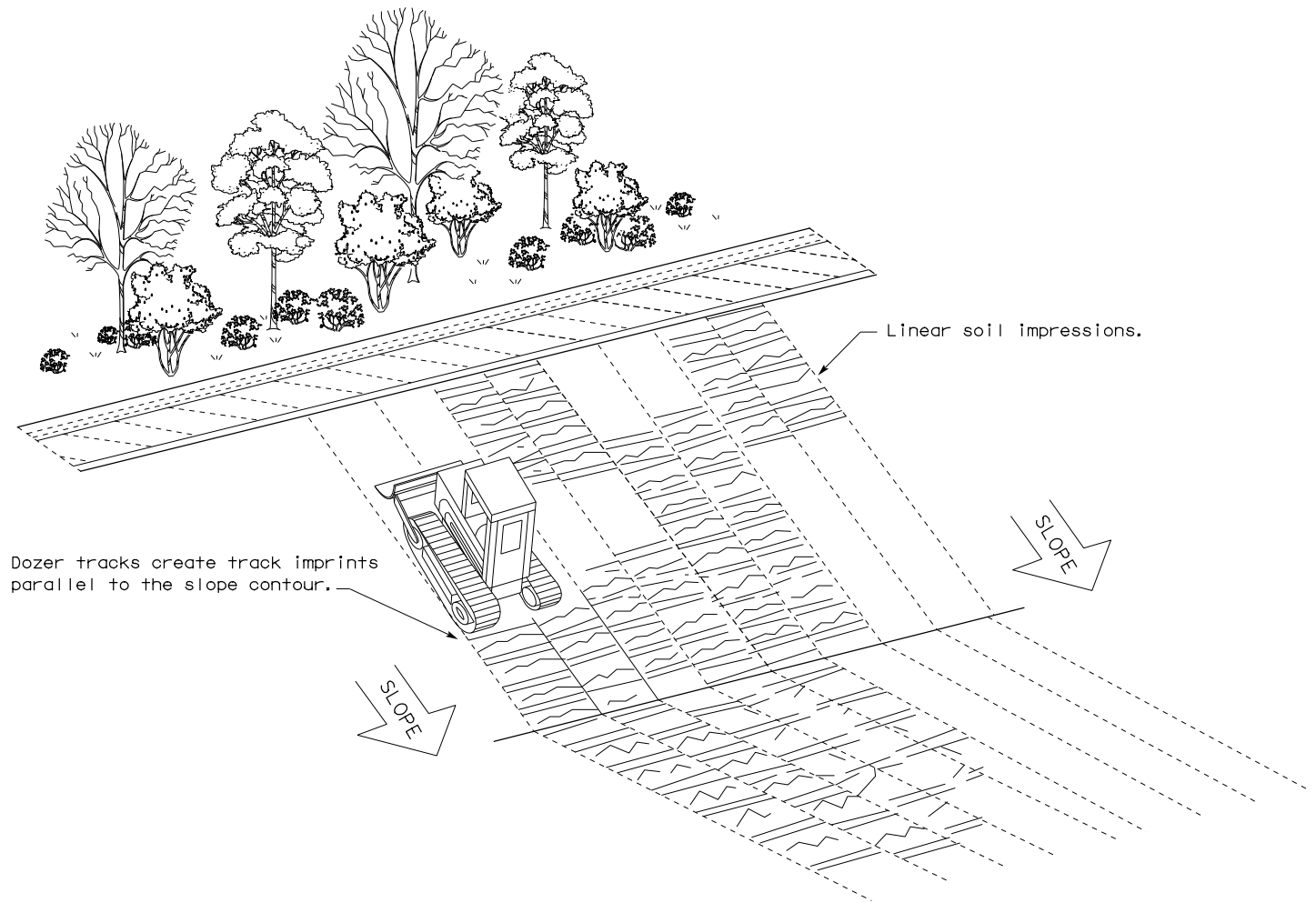
Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT². Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

LEGEND



GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continuous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



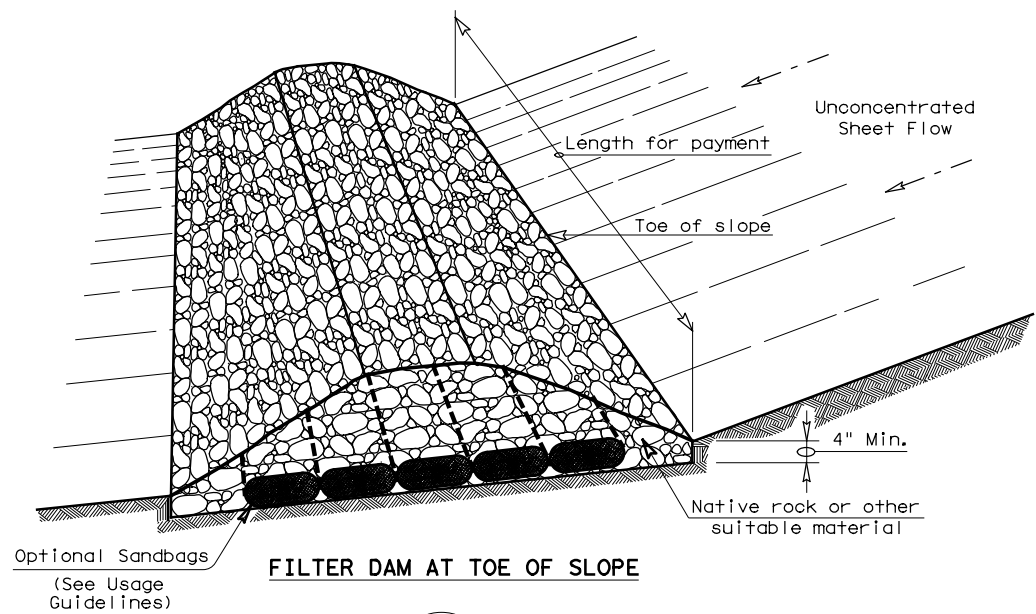
VERTICAL TRACKING

10/14/2023
\$FILE\$

				Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING EC(1)-16					
FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB	REVISIONS	
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	AUS	HAYS			57

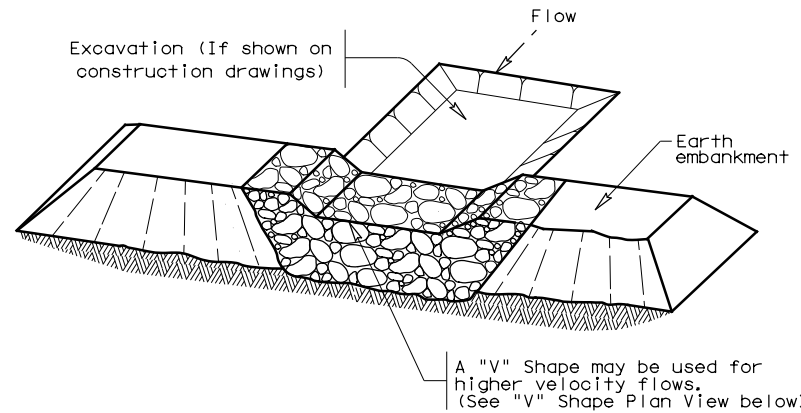
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DATE: 10/4/2023
FILE: \$FILES\$



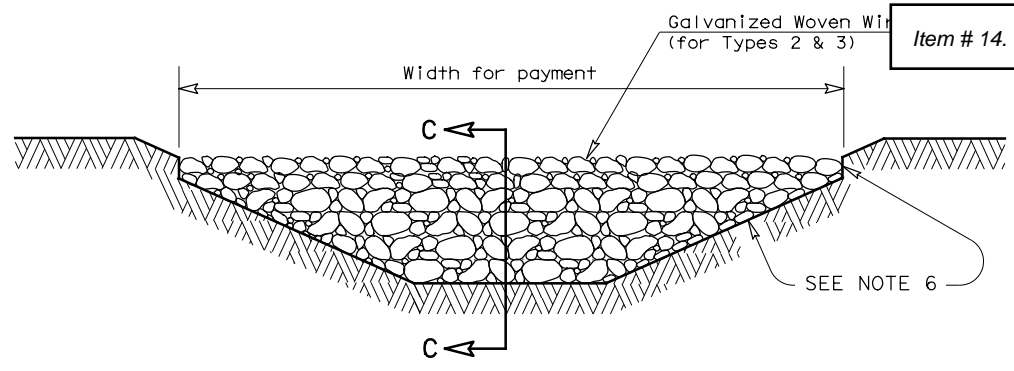
FILTER DAM AT TOE OF SLOPE

(RFD1)



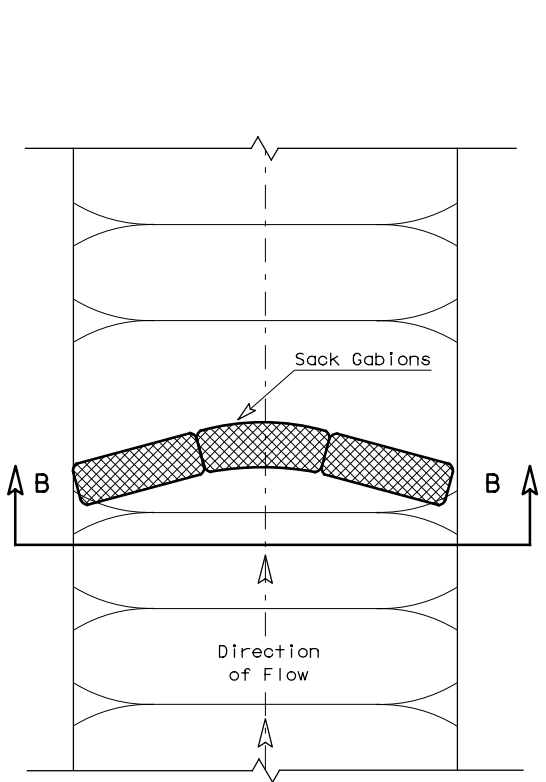
FILTER DAM AT SEDIMENT TRAP

(RFD1) OR (RFD2)

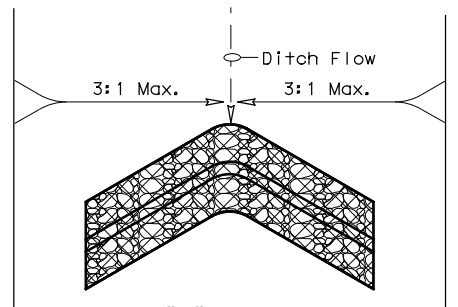


FILTER DAM AT CHANNEL SECTIONS

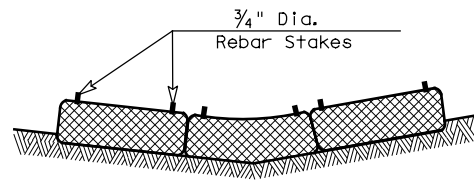
(RFD1) OR (RFD2) OR (RFD3)



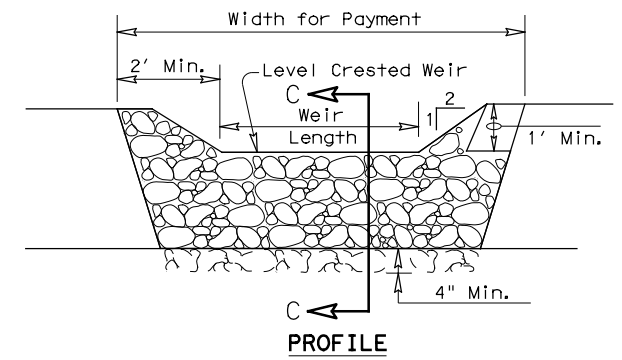
PLAN VIEW



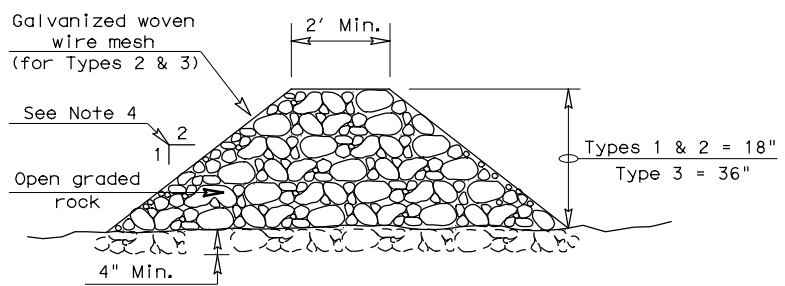
"V" SHAPE PLAN VIEW



SECTION B-B



PROFILE



SECTION C-C

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT² of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximately 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

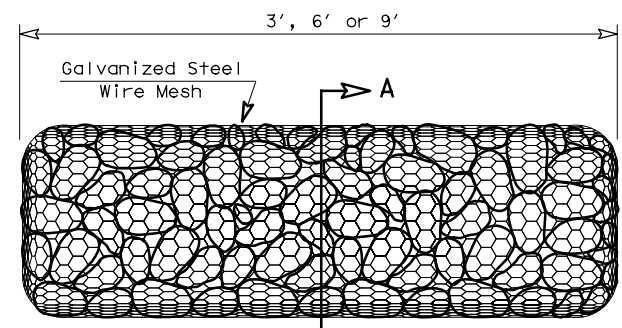
Type 5: Provide rock filter dams as shown on plans.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with 3/4" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 1/2" x 3 1/4".
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

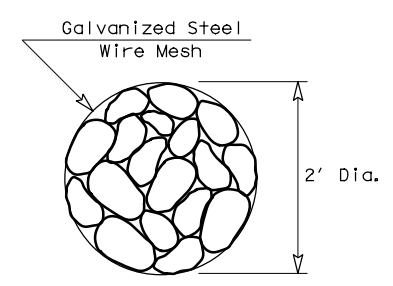
PLAN SHEET LEGEND

- Type 1 Rock Filter Dam (RFD1)
- Type 2 Rock Filter Dam (RFD2)
- Type 3 Rock Filter Dam (RFD3)
- Type 4 Rock Filter Dam (RFD4)



TYPE 4 (SACK GABIONS)

(RFD4)

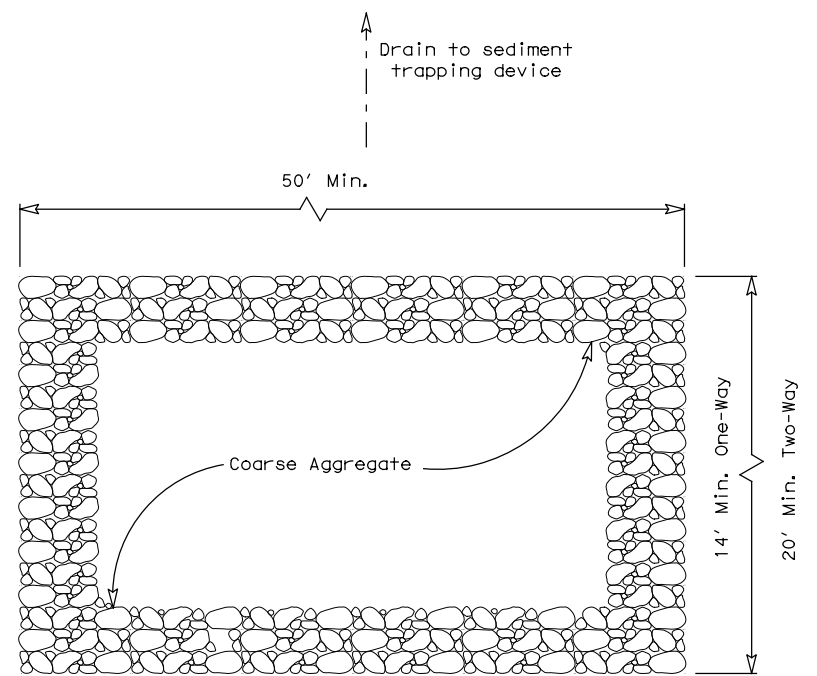


SECTION A-A

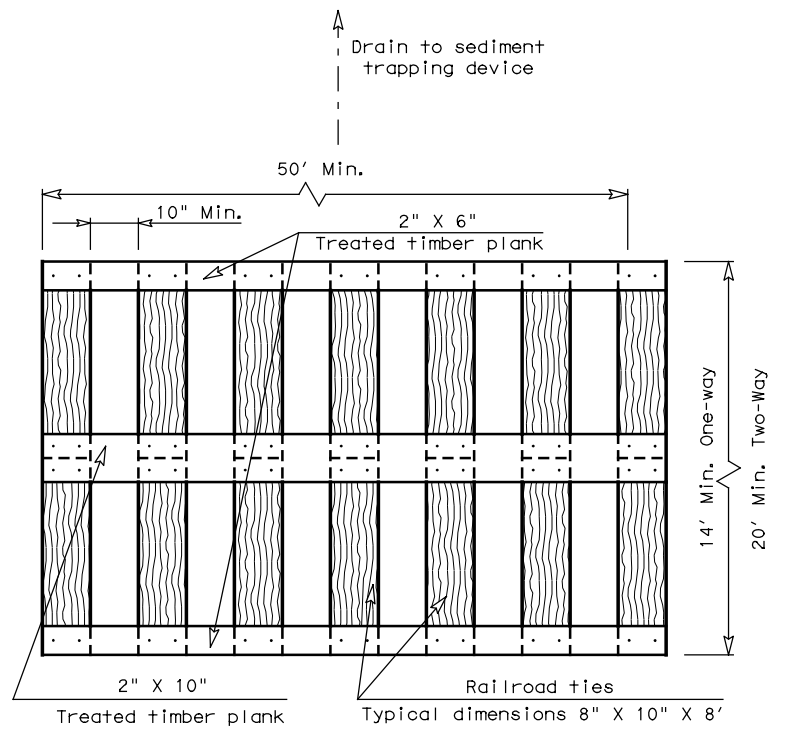
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TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES ROCK FILTER DAMS EC (2) - 16			
FILE: ec216	DN: TxDOT	CK: KM	DW: VP
© TxDOT: JULY 2016	CONT	SECT	JOB
REVISIONS		DATE	
DIST	COUNTY	505	
AUS	HAYS	58	

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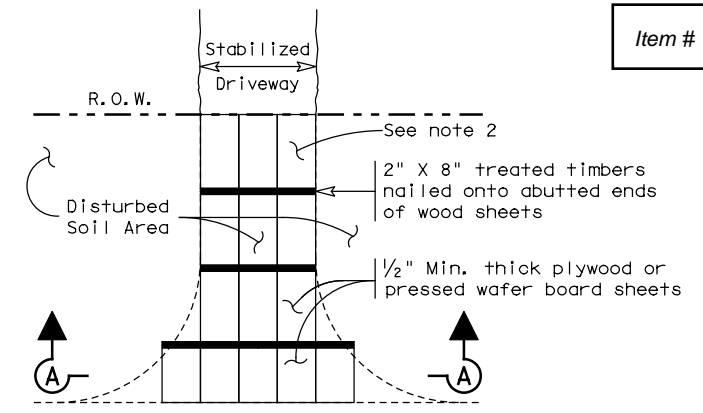
Item # 14.



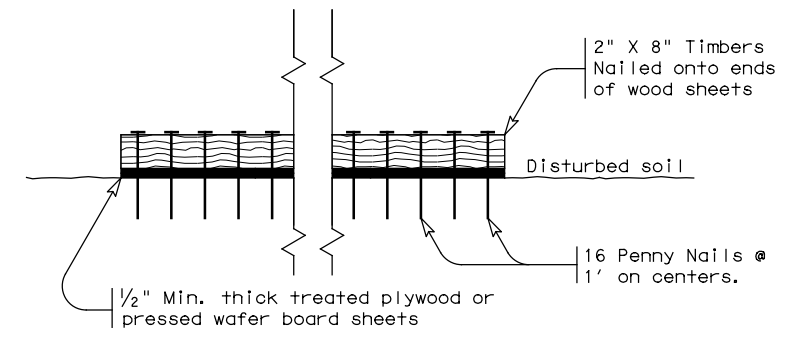
PLAN VIEW



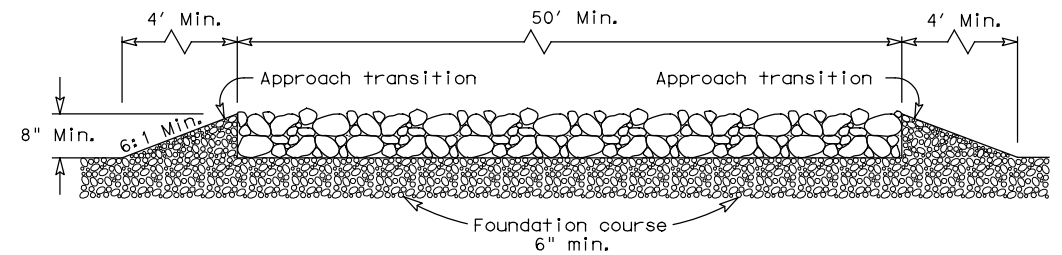
PLAN VIEW



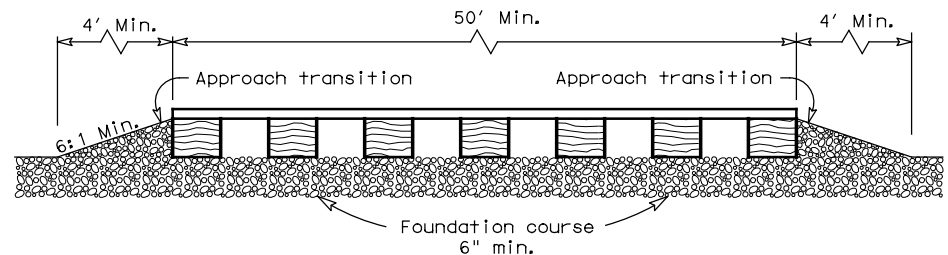
PLAN VIEW



SECTION A-A
CONSTRUCTION EXIT (TYPE 3)
SHORT TERM



ELEVATION VIEW
CONSTRUCTION EXIT (TYPE 1)
ROCK CONSTRUCTION (LONG TERM)



ELEVATION VIEW
CONSTRUCTION EXIT (TYPE 2)
TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2" x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

DATE: 10/4/2023
FILE: \$FILES\$

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES CONSTRUCTION EXITS EC(3)-16			
FILE: ec316	DN: TxDOT	CK: KM	DW: VP
© TxDOT: JULY 2016	CONT	SECT	JOB
REVISIONS			
DIST	COUNTY		506
AUS	HAYS		59



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: 11/07/2023

Agenda Item Wording: **Discuss and consider approval a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Rob Shelton Blvd. Street and Drainage Improvements.** *Applicant: CC Carlton Industries, Ltd.*

Agenda Item Requestor: Council Member Crow

Summary/Background: Rob Shelton Blvd North was expanded and construction was funded with a reimbursement agreement with the Cannon Ranch subdivision. Drainage and sidewalk improvements were included in the construction of the roadway. All elements of the project have been inspected by the City's inspectors and the City Engineer and found to be in conformance with the plans.

**Commission
 Recommendations:**

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

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2023-

**ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE
BOND FOR ROB SHELTON (CANNON RANCH) IMPROVEMENTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR THE ROB SHELTON BLVD IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, CC Carlton Industries, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, the roadway improvements (“Improvements”) for the City of Drippings Springs Rob Shelton Blvd.; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements at Rob Shelton Blvd.; and

WHEREAS, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

- 2. The City Council hereby accepts the Improvements at Rob Shelton Blvd.
- 3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 602-201424-6, from United States Fire Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
- 4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
- 5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
- 6. This Resolution shall take effect immediately upon passage.
- 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 [redacted] day of [redacted], 2023, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
 Mayor Bill Foulds Jr.

ATTEST:

 Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bond No. 602-201424-6: CC Carlton Ltd., and United States Fire Insurance Company)

THE STATE OF TEXAS §

COUNTY OF Hays §

MAINTENANCE BOND

BOND NO. 602-201424-6

KNOW ALL MEN BY THESE PRESENTS:

That CC Carlton Industries, Ltd of Travis County, Texas, hereinafter called Principal, and United States Fire Insurance Company, a corporation legally authorized to do business and act as a surety in the State of Texas, hereinafter called Surety, are held and firmly bound unto the City of Dripping Springs, of Hays County, Texas, hereinafter called City, in the penal sum of \$887,459.29 Eight Hundred Eighty Seven Thousand Four Hundred Fifty Nine & 29/100's, the said sum being one hundred percent (100%) of the total amount paid for the hereinafter mentioned work, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
THE Condition of this Obligation is such that:

WHEREAS, the Principal was engaged to perform the following work:

Cannon Ranch Offsite Rob Shelton Blvd

_____, in the proper performance of which the City has an interest.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of 2 year(s) from the date of acceptance in writing by the City and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the Principal shall fail to maintain, repair, or reconstruct any defective condition of the work as determined herein within thirty (30) days notice of same, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further

understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in Hays County, Texas.


SIGNED and sealed this the 17th day of October, 2023

IN THE PRESENCE OF:

CC Carlton Industries, Ltd.
Principal

By: 

United States Fire Insurance Company
Surety

By: 
John W. Schuler, Attorney-in-fact

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED
COPY OF ANY WRITTEN CONSTRUCTION CONTRACT, AGREEMENT,
OR ESTIMATE MUST BE ATTACHED
(Date of Bond must *not* be prior to date of contract)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 60125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17 day of October 2023

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



TEXAS COMPLAINT NOTICE AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Work Order #	Title	WO Status
00967	City Hall Lights	In Progress
00966	Lift Station 6 Generator	New Work Order
00965	Bioxide Pump LS#2	New Work Order
00964	Lift Station 1 Bioxide Pump	Completed
00963	Roger Hanks Pkwy - Landscaping	Completed
00962	VMP - banner install	Completed
00961	City hall - leaves and debris removal	Completed
00960	Install back-up pump on Drip Skid Pump 1	Completed
00959	Fix Main Line Leak and Saddle Tap Field 28	Completed
00958	Rob Shelton - Landscaping	Completed
00957	Roll up door	Completed
00956	Repair Flat Tire on 42" Ferris	New Work Order
00955	FMP - limbs	Completed
00954	Move bleachers	Completed
00953	Moving Bleachers	Completed
00952	SRP - Playground Graffiti	Completed
00951	Founders Park - Playground Repair	Completed
00950	Founders Park - Playground Inspection	Completed
00949	Change city hall ballast	Completed
00948	FMP - No parking sign replacement	In Progress
00947	Move bleachers	Completed
00946	LS7 - Transfer Switch Exercise	Completed
00945	Banner at VMP	Completed
00944	FMP - Sign install	Completed
00943	Can you all move the boxes by Ryane's desk to the	Completed
00942	More dog waste bags at this location as well.	New Work Order
00941	FMP - Sign remove/relocate	Completed
00940	FMP - dog bags needed	Completed
00939	FMP - Remove kiosk	Completed
00938	Fix Toilet SRWRF Office	Completed
00937	FMP - Illegal trash dump pick-up	Completed
00936	DSRP - Expansion down spouts	Completed
00935	Mens restroom city hall	Completed
00934	VMP mowing	Completed
00933	Landscaping - Mercer St	Completed
00932	Fix Leak In Founders Restroom	Completed
00931	Weeds waste water	Completed
00930	Install Bioxide Pumps at Big Sky 6	Completed
00929	VMP - Eclipse artwork installation	Completed
00928	South concession stand doors need to be painted.	Completed
00927	Restrooms need to be cleaned	Completed
00926	Move the barrier back in place.	Completed
00925	Stand Pipe Electrical Conduit	Completed
00924	Songwriters Festival Banners are ready to go on th	Completed
00923	Women's restroom city hall	Completed
00922	Dead deer	Completed

00921	Conf. Rm. 1. Ballast	Completed
00920	We need secure the large plastic shed on the south	Completed
00919	Re-key locks at Founders Pool. Over the summer two	Completed
00918	MD002 - New Tires	Completed
00917	City Hall/Stephenson Bldg - trash bin move	In Progress
00916	Stephenson Bldg - trash can drop off	Completed
00915	Bell Springs ROW tree trimming	Completed
00914	City Hall rolling chairs squeak	Completed
00913	BD003 - Check engine light	Completed
00912	VIP Booth AC check	In Progress
00910	Drip Field Repairs	In Progress
00909	V notch flow meter inspection	Completed
00908	Replace V notch Flow meter	New Work Order
00911	Replace V notch flow meter	New Work Order
00907	FMP - Little library refurbishment	Completed
00906	PW004-7500mi PM	Void
00905	MD002-25000mi PM	Completed
00904	BD002-7500mi PM	Completed
00903	2005 Driftwood Ranch Dr. Water Meter	Completed
00902	267 Club Ranch Ct. Water Meter	Completed
00901	EM001 Inspection and Registration	Completed
00900	PW004 inspection and registration	Completed
00899	Mercer St. - Street light incident	Completed
00898	SRP - Weed eat around this memorial marker	Completed
00897	Landscaping - City Hall and Founders Park Rd	Completed
00896	FMP - Tree and limb clean up	Completed
00895	Crane truck pw 003 Chevy 6500	Completed
00894	Flags to half-stff	Completed
00893	Derogatory bleachers	Completed
00892	Portable Bleacher is leaking hydraulic fluid and n	Completed
00891	FMP-Pool valve lid replacement	Completed
00890	Put new GFI plug at WWTP	Completed
00889	Inspection for bleacher	Completed
00888	Kawasaki Mule	Completed
00887	City Hall mens RR - Water Heater	Completed

Maintenance and Facilities Work Order Report
September 2023

Priority	Origin	Source Asset	Source User
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Dane Sorenson
Medium - 3-7 days	Non-PM		Aaron Reed
Medium - 3-7 days	Non-PM		Dane Sorenson
Medium - 3-7 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM	DRIP SKID PUMP # 1	Gray Lahrman
Medium - 3-7 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM	WW-Ferris 3200Z-2634	Anthony Pennell
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Manny Espinosa
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Critical - ASAP	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Craig Rice
Low - 7-15 days	Non-PM		Andrew Thompson
Critical - ASAP	Non-PM		Robert Hutson
High - 1-3 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Critical - ASAP	Non-PM		John Hill

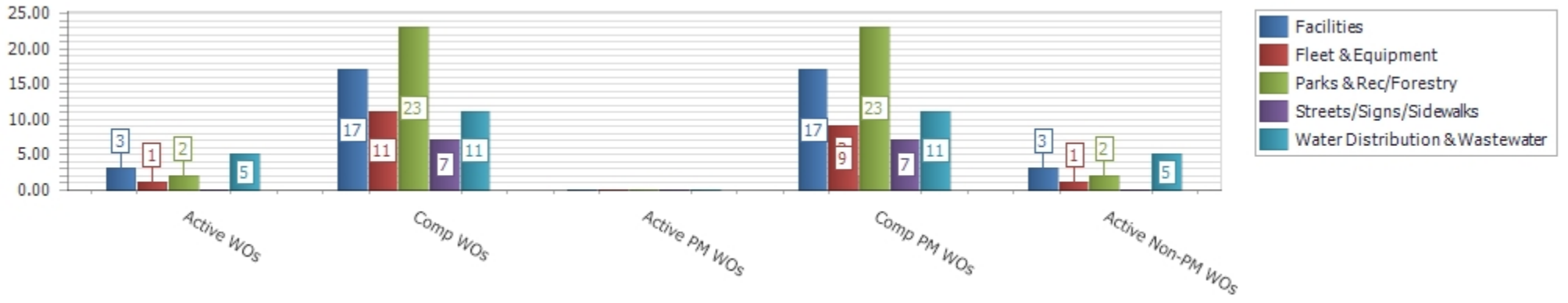
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM	MD002 - 2018 Ford F-350 - 4183	Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		John Hill
High - 1-3 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM	BD003 - 2022 Chevy Blazer - 7752	Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM	V notch Meter	Dane Sorenson
Medium - 3-7 days	Non-PM	V notch Meter	Dane Sorenson
Medium - 3-7 days	Non-PM	V notch Meter	Dane Sorenson
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	PM	PW004 - 2019 Ford F-150 - 3156	Craig Rice
	PM	MD002 - 2018 Ford F-350 - 4183	Craig Rice
Medium - 3-7 days	PM	BD002 - 2022 GMC Terrain - 1365	Craig Rice
High - 1-3 days	Non-PM		Cameron Queen
High - 1-3 days	Non-PM		Cameron Queen
Low - 7-15 days	Non-PM	EM001 - 2022 Chevy 1500 - 0557	Craig Rice
Low - 7-15 days	Non-PM	PW004 - 2019 Ford F-150 - 3156	Craig Rice
Critical - ASAP	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM	PW003 - 2019 Chevy 6500 - 9404	Sonny Garza
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM	PCS-Speedy Bleacher-0391	Robert Hutson
High - 1-3 days	Non-PM	PCS-Speedy Bleacher-0391	Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM	PCS-Speedy Bleacher-0391	Manny Espinosa
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Robert Hutson

Assigned	Expected
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09/29/2023 08:59:00 AM	
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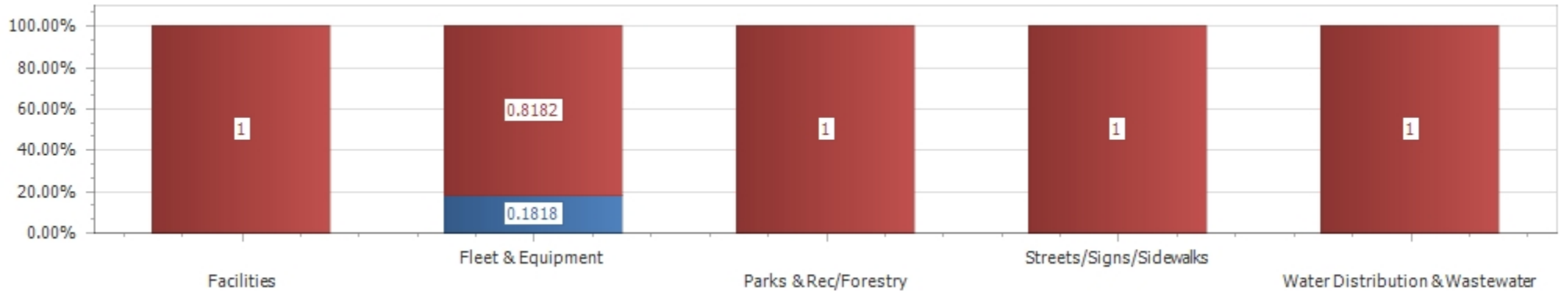
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09/01/2023 10:24:00 AM	

Site Comparison

Date Printed: 10/16/2023



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	3	17	0	0	3	17	5482.97	257.50	274.15	12.88
Fleet & Equipment	Dripping Springs	1	11	0	2	1	9	1787.10	20.00	148.92	1.67
Parks & Rec/Forestry	Dripping Springs	2	23	0	0	2	23	1800.27	84.82	72.01	3.39
Streets/Signs/Sidewalks	Dripping Springs	0	7	0	0	0	7	526.66	20.00	75.24	2.86
Water Distribution & Wastewater	Dripping Springs	5	11	0	0	5	11	9061.05	90.50	566.32	5.66

Report Parameters

Filter:

Search:

Site Comparison

Item # 16.

Date Printed: 10/16/2023

Page 2 of 2

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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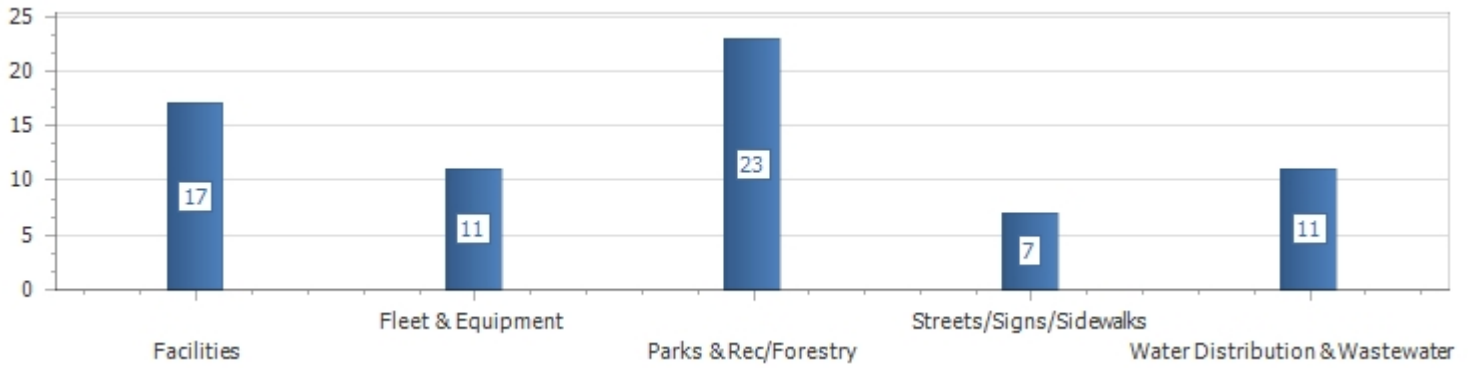
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Tags:

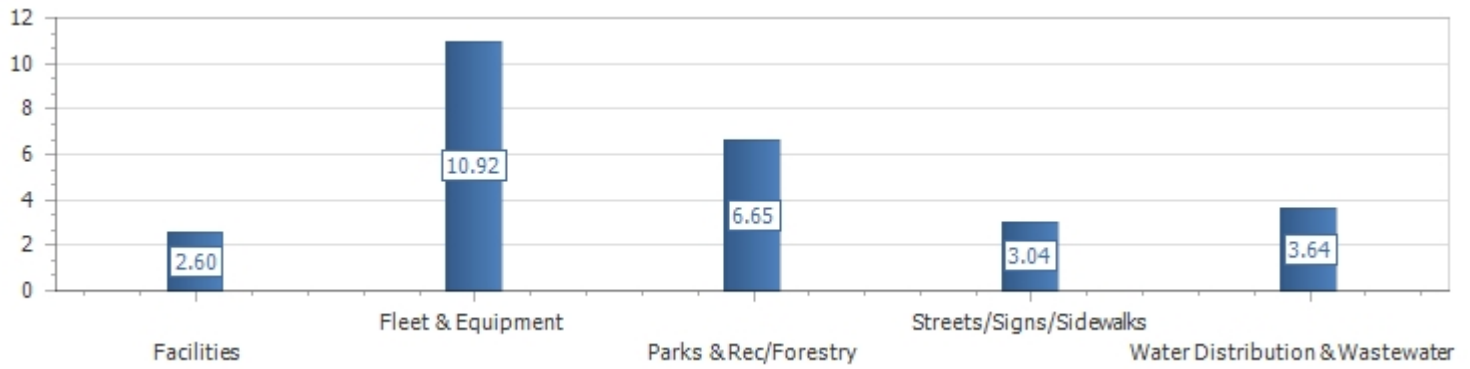
Completed WOs by Site Analysis

Date Printed: 10/16/2023

Total



Average days to close



Site	Total	Average days to close
Facilities	17	2.60
Fleet & Equipment	11	10.92
Parks & Rec/Forestry	23	6.65
Streets/Signs/Sidewalks	7	3.04
Water Distribution & Wastewater	11	3.64

Report Parameters

Filter:

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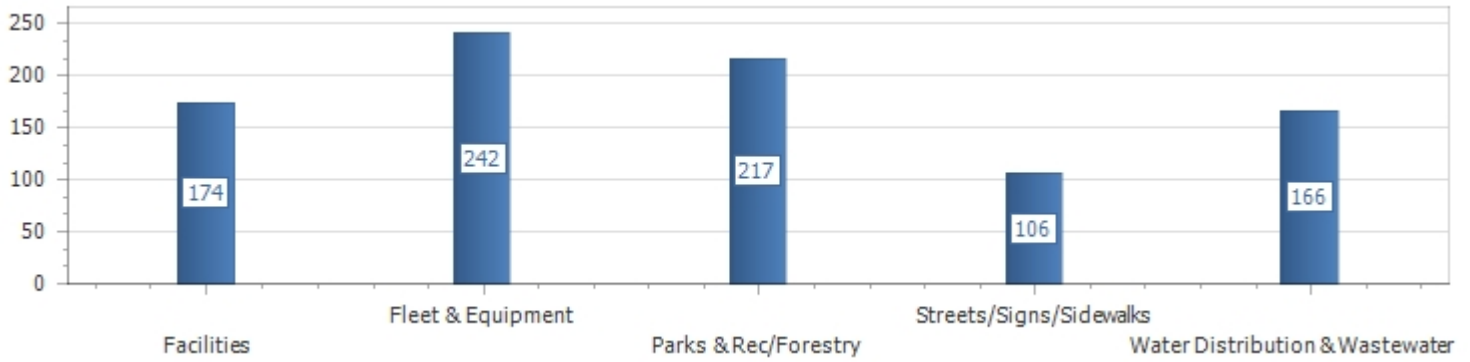
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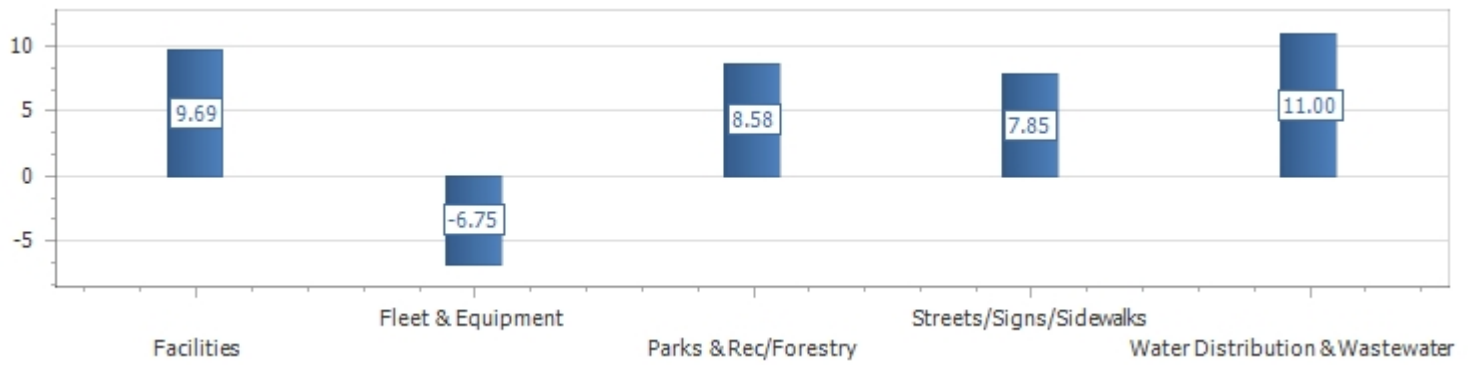
Completed WOs by Site Analysis

Date Printed: 10/16/2023

Total



Average days to close



Site	Total	Average days to close
Facilities	174	9.69
Fleet & Equipment	242	-6.75
Parks & Rec/Forestry	217	8.58
Streets/Signs/Sidewalks	106	7.85
Water Distribution & Wastewater	166	11.00

Report Parameters

Filter:

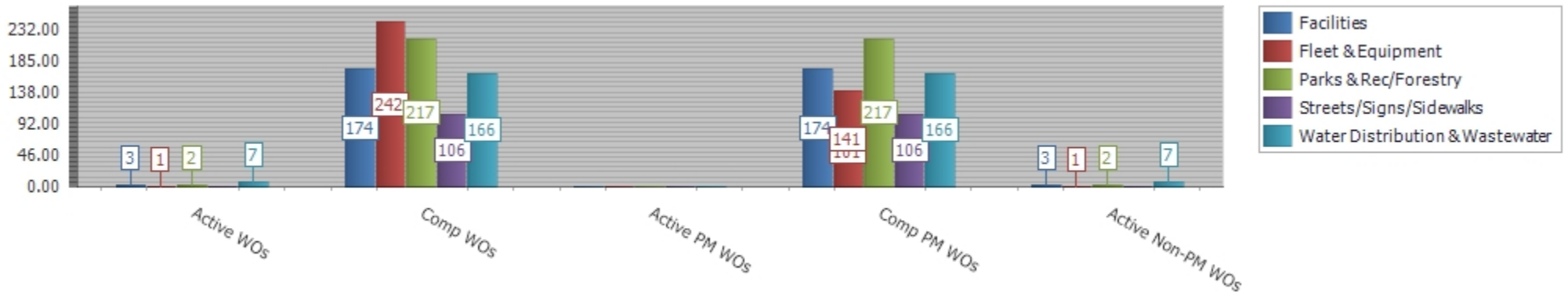
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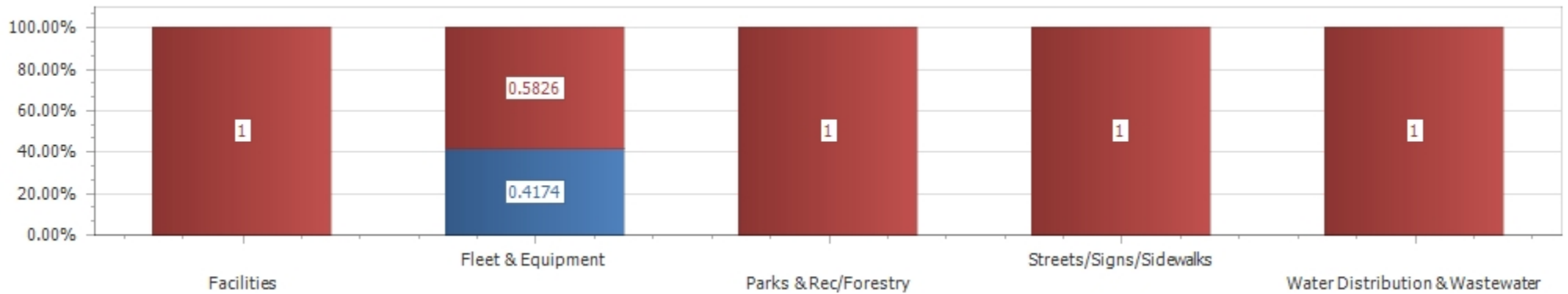
Tags:

Site Comparison

Date Printed: 10/16/2023



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	3	174	0	0	3	174	31387.43	1038.44	177.33	5.87
Fleet & Equipment	Dripping Springs	1	242	0	101	1	141	47801.37	435.69	196.71	1.79
Parks & Rec/Forestry	Dripping Springs	2	217	0	0	2	217	16389.72	644.71	74.84	2.94
Streets/Signs/Sidewalks	Dripping Springs	0	106	0	0	0	106	12082.55	387.83	113.99	3.66
Water Distribution & Wastewater	Dripping Springs	7	166	0	0	7	166	20865.71	983.89	120.61	5.69

Report Parameters

Filter:

Search:

Site Comparison

Item # 16.

Date Printed: 10/16/2023

Page 2 of 2

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [Originated] Between '10/01/2022' And '09/30/2023'

Tags:

Work Order #	Title	WO Status
01057	FMP - Trail maintenance	New Work Order
01056	DSVB - Bulk Trash	New Work Order
01055	VMP - Landscaping	Completed
01054	City Hall Generator - Fuel Check/Fill	New Work Order
01053	City hall mowing	Completed
01052	Stephenson Building floor removal	Completed
01051	Hang Veterans Dinner banner at Triangle.	New Work Order
01050	Office expansion	Completed
01049	connex Supply Run	Completed
01048	Rob Shelton - ROW and Median Mowing	New Work Order
01047	Sports Park Rd - ROW mowing	New Work Order
01046	There is a toilet in the women's restroom that wat	In Progress
01045	women's big stall toilet is not filling with water	Closed
01044	need barrier put up in triangle november 1st	New Work Order
01043	Winterizing	Completed
01042	FMP - Telephone pole placement	Completed
01041	FMP - Trail tree trimming	New Work Order
01040	MD 006	In Progress
01039	Broken Lance/Golden Eagle - Stop Sign	Completed
01038	Christmas Light Repair	In Progress
01037	SRP Bathroom - Vandalism	Completed
01036	Pw004 tags	Completed
01035	BD004-7500mi PM	New Work Order
01033	Rig up Effluent Trailer for Roman	Completed
01032	Leaking booster pump to office bathroom	Completed
01031	City Hall - IT External Mount	New Work Order
01030	DSRP - trapped skunk	Completed
01029	Floors Coating - Office Expansion	Completed
01028	Generator Repair LS#6	Completed
01027	Electrical Work at Lift Station Control Panel	Completed
01026	Hays St . L/S Seal Failure	Completed
01025	DSRP Concession area - doors slamming shut	Completed
01024	Songwriters Fest - Tables and chairs to Steph. Bld	Completed
01023	Big Sky L/S 7 Wet Well Cleaning - Vac Truck	Completed
01022	Big Sky L/S 6 Wet Well Cleaning - Vac Truck	Completed
01021	DSISD L/S 2 Wet Well - Vac Truck	Completed
01020	Caliterra L/S 3 Wet Well Cleaning- Vac Truck	New Work Order
01019	South Regional L/S Wet Well - Vac Truck	Completed
01018	Clean Hays St. L/S 1 - Vac Truck	New Work Order
01017	Hidden hills subdivision - barricade set up	Completed
01016	Song writer festival - set up	Completed
01015	Install new digester high level float AH Plant	Completed
01014	Install new or repair old kunkle valve on Blower 4	Completed
01013	Fix sewer leak at Artesian Springs Driftwood	Completed
01012	Old hwy 290 and broken Lance - potholes	Completed
01011	Ramirez lane - Pothole repair	New Work Order

01010	Pull and unclog Pumps L/S 7 and L/S 3	Completed
01009	Set new Grinder Pump at DSRP L/S 5	Completed
01008	Rebuild Check Valve assembly at DSRP LS	Completed
01007	Mercer St - ROW trimming	Completed
01006	Creek Road pot holes	New Work Order
01005	Mercer DG beds	Completed
01004	Weeds Rob Shelton	Completed
01003	Founders women's restroom vandalism	Completed
01002	Pot hole hays st	Completed
01001	Container upgrade	In Progress
01000	Message boards at VMP and RR12	Completed
00999	Ranch House - Damaged fence removal	New Work Order
00998	fix fence behind the Ranch House.	In Progress
00997	Kawasaki mule waste water	Completed
00996	Founders park	Completed
00995	I need a sign pounded into the ground by the eclip	Completed
00994	Ranch House AC Filters	Completed
00993	Ranch House Septic	Completed
00992	Barn Well Pump Filter Change	Completed
00991	Banners - Blood Drive 10/20	Completed
00990	Stephenson building weed eat	Completed
00989	MD 006	Completed
00988	SRP Banner removal	Completed
00987	Hi Craig, I'm out of the office at NRPA right now.	Declined
00986	Excavate pad for effluent fill station stand-pipe	In Progress
00985	Build Hydrant Pressure Gauge Assembly	Completed
00984	Fix Cleanout by Timberline Drive	Completed
00983	"Empty Bowls Project" Banner is ready	Completed
00982	Clean top of Plant	Completed
00981	Small event room - puddle	Completed
00980	Branch	Completed
00979	Trash left. SRP	Completed
00978	Broken Union Arrowhead Pressure Tank	Completed
00977	Landscaping - Stephenson Building	Completed
00976	Landscaping - City Hall	Completed
00975	Restock Founders Restrooms	Completed
00974	Locks	Completed
00973	FMP brush	Completed
00972	Founders Park Rd - Landscaping	Completed
00971	Raise High Level float in GST at Arrowhead	Completed
00970	Repair leak on Non Pot Pumps at Arrowhead	Completed
00969	Stephenson Buliding	Completed
00968	Dog bags. Founders Park	Completed
01034	BD004 - Flat Tire	Completed

Maintenance and Facilities Work Order Report
 October 2023

Priority	Origin	Source Asset	Source User
Low - 7-15 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM	CH-Generac-Generator	Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
High - 1-3 days	Non-PM		Craig Rice
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	MD006 - 2022 GMC 2500 - 4413	Sonny Garza
Critical - ASAP	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM	PW004 - 2019 Ford F-150 - 3156	Sonny Garza
Medium - 3-7 days	PM	BD004 - 2022 Ford Bronco Sport - 8242	Craig Rice
High - 1-3 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Anthony Pennell
Low - 7-15 days	Non-PM		Sonny Garza
Critical - ASAP	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Dane Sorenson
Medium - 3-7 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson

High - 1-3 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM	PW-Wanco MsgBrd-6278	Andrew Thompson
Low - 7-15 days	Non-PM		Robert Hutson
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	WW-Kawasaki UTV-7321	Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM	MD006 - 2022 GMC 2500 - 4413	John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		
High - 1-3 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Dane Sorenson
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Gray Lahrman
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	BD004 - 2022 Ford Bronco Sport - 8242	Craig Rice

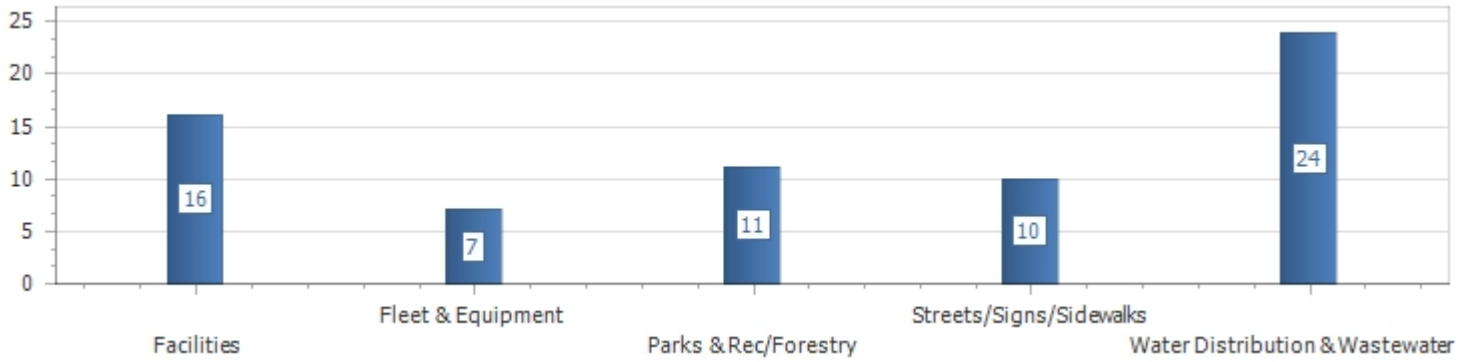
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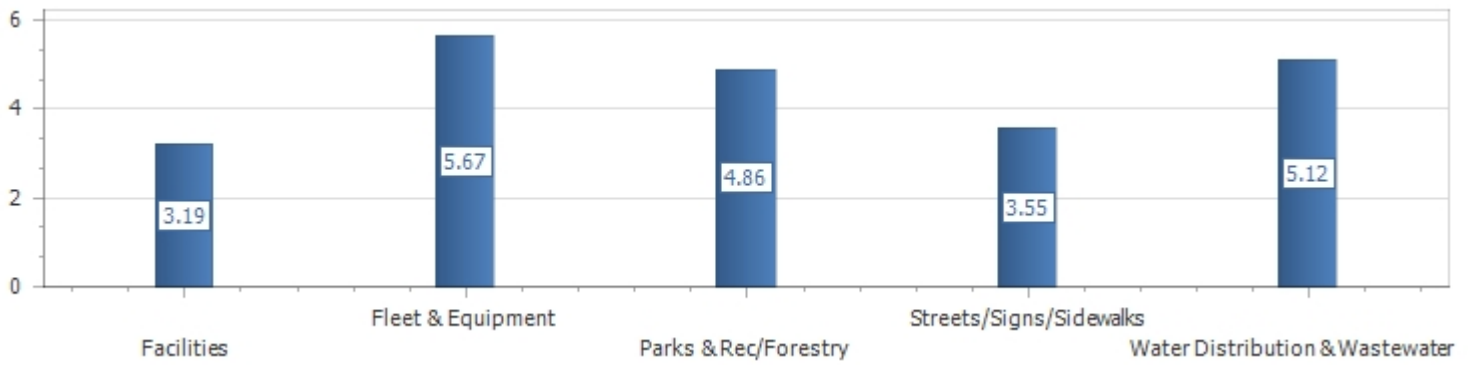
Completed WOs by Site Analysis

Date Printed: 11/01/2023

Total



Average days to close



Site	Total	Average days to close
Facilities	16	3.19
Fleet & Equipment	7	5.67
Parks & Rec/Forestry	11	4.86
Streets/Signs/Sidewalks	10	3.55
Water Distribution & Wastewater	24	5.12

Report Parameters

Filter:

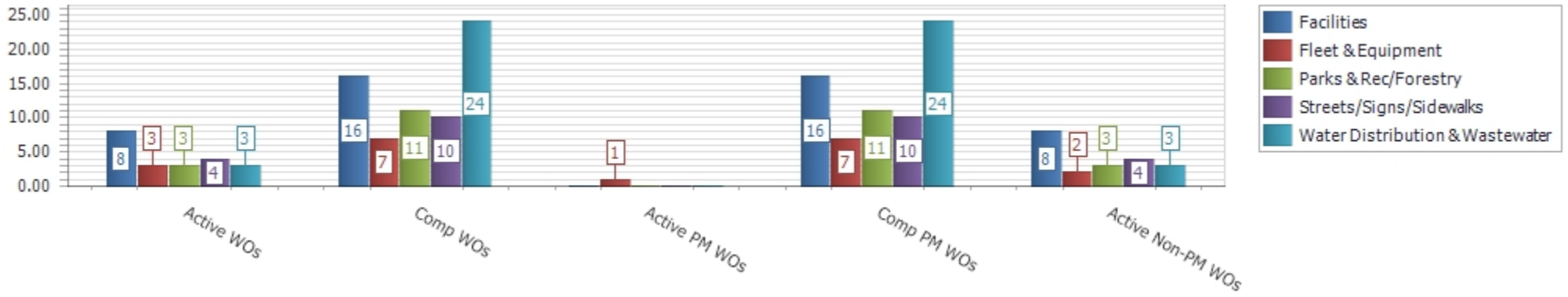
Search:

Advanced Filters: [Originated] Between '10/01/2023' And '10/31/2023'

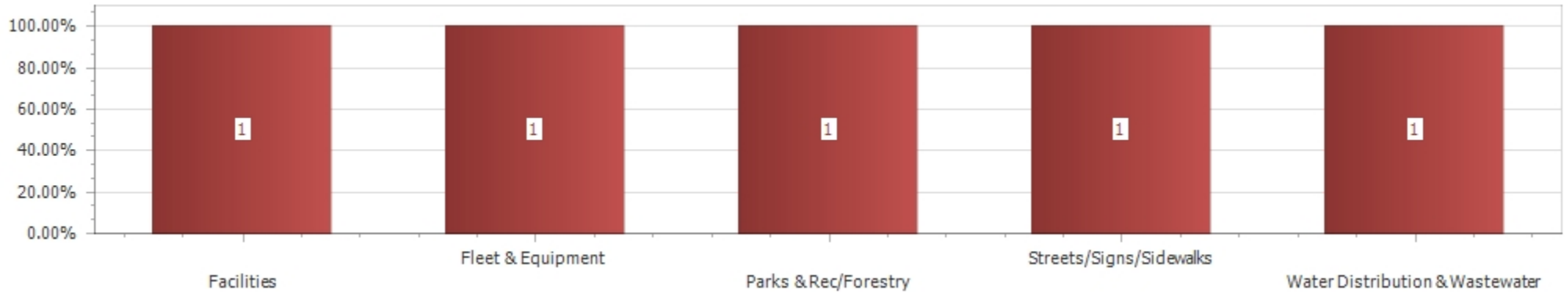
Tags:

Site Comparison

Date Printed: 11/01/2023



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	8	16	0	0	8	16	1942.27	76.87	80.93	3.20
Fleet & Equipment	Dripping Springs	3	7	1	0	2	7	399.02	17.50	39.90	1.75
Parks & Rec/Forestry	Dripping Springs	3	11	0	0	3	11	338.19	16.00	24.16	1.14
Streets/Signs/Sidewalks	Dripping Springs	4	10	0	0	4	10	1046.54	59.43	74.75	4.25
Water Distribution & Wastewater	Dripping Springs	3	24	0	0	3	24	16279.20	147.50	602.93	5.46

Report Parameters

Filter:

Search:

Site Comparison

Item # 17.

Date Printed: 11/01/2023

Page 2 of 2

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [Originated] Between '10/01/2023' And '10/31/2023'

Tags:

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Approval with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Tricking Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of wich are residential and 1 will be landscaping	Approved with conditions
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of wich are residential and 1 will be landscaping	Approved
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Waiting for Resubmittal
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Approval with conditions
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	Waiting for Resubmittal
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilites and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0030 Trailhead Market Parking, Fire Lane & Water Improvements	CL	249 Sportsplex Drive	Construct 16,250 sq. ft. pervious concrete parking lot, two fire hydrants, grading and fire lane striping.	Approval with conditions
SUB2023-0031 Gateway Village Preliminary Plat	CL	1201 US 290 West	307 lots on 97.44 acres	Approved
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0040 Amending Lots 31 & 32 in Bunker Ranch Phase 1	ETJ	687 Bunker Ranch Rlvd	Combine 2 lots into single 1.99 acre lot.	Waiting for Resubmittal
SUB2023-0041 Cowboy Church Subdivision	ETJ	207 Darden Hill Road	Subdividing 7.319 acres into 1 single lot. Minor plat	Approval with conditions
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Waiting for Resubmittal
SUB2023-0043 Caliterra Phase 3 Section 10 Construction Plans	ETJ	Caliterra Parkway	22 single family lots and 2 open space lots	Waiting for Resubmittal
SUB2023-0044 Replat Lot 9 Block K Caliterra 2-7 Construction Plans	ETJ	Peakside Circle	Four lot replat.	Under Review
SUB2023-0045 Amended Final Plat Big Sky Ranch Phase 3	CL	171 Sue Peak Loop	Relocation of lot lines.	Under Review

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Under Review
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Under Review
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Under Review
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Approved w/ Conditions
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting on Resubmittal
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on resubmittal
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic with paving, drainage and utility infrastructure	Under Review
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Waiting on resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting on Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Waiting on Resubmittal
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Waiting for Resubmittal

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	New PDD
PDD2023-0002 Southern Land	New PDD

In Administrative Completeness	Filing Date
ADMIN2023-63 12 South	6-Nov
SUB2023-0022 Cannon Ranch Phase 2 CP	6-Nov
SUB2023-0003 The Ranch at Caliterra CP	13-Nov
SD20222-0007 Heritage Effluent Line Stage II Extension	13-Nov
SD2023-0042 Hardy Construction Plans	13-Nov