



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, November 01, 2022 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

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

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Parks & Community Services Director Andrew Binz
Community Events Coordinator Caylie Houchin
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Public Works Director Aaron Reed
Deputy Public Works Director Craig Rice

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

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

PRESENTATIONS

- 1. Presentation regarding Wastewater issues related to Hays County Development District Number 1 from operator Inframark. Sponsor: Mayor Foulds, Jr.**

CONSENT AGENDA

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

- 2. Approval of the October 18, 2022, City Council regular meeting minutes.**
- 3. Approval of a Facility Use Agreement with the Dripping Springs Lions Club regarding the 2022 Christmas on Mercer Event. Sponsor: Council Member Parks**
- 4. Approval of a Temporary Street Closure Permit Application from the Dripping Springs Lions Club to close a portion of Mercer Street from Bluff Street to San Marcos Street, and a portion of Old Fitzhugh Road on December 3, 2022. Sponsor: Council Member Parks**
- 5. Approval of staff recommendation related to selection of auditing firm based on request for qualifications and authorize staff to initiate negotiations and enter into an agreement for auditing services. Sponsor: Mayor Foulds, Jr.**

BUSINESS AGENDA

- 6. Public hearing and consideration of approval of an Ordinance regarding CUP2022-0005: an Application for a Conditional Use Permit to allow a mobile food vendor for longer than 10 days at 27713 RR 12. Applicant: Adam S Thompson**
 - Applicant Presentation
 - Staff Report
 - Planning & Zoning Commission Report
 - Public Hearing
 - Ordinance
- 7. Discuss and consider approval of the Fiscal Year 2022 Road Improvement Project agreement between Lone Star Paving and the City of Dripping Springs and authorize staff to finalize agreement.**

- 8.** Discuss and consider the Appointment of City Council members to the Development Agreement Working Groups for the Hilltop Vista (Cannon East) and the Cannon Commercial/Multi-Use Project (Oryx).
- 9.** Discuss and consider approval of the 2023 City Council & Board of Adjustment meeting calendar.
- 10.** Discuss and consider the Appointment of Dr. Mark Miller to the Utility Commission as the Hays Trinity Groundwater Conservation District (HTGCD) member and Charlie Busbey as an At-Large member for terms ending June 30, 2024; and, the Appointment of a Chair to serve a term ending June 30, 2023.

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.

- 11.** **Transportation Committee Report**
Travis Crow, Chair
- 12.** **Update on City Hall Remodel Project**
Kevin Herron, Herron Design Studio

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.

- 13. Consultation with City Attorney related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items.** *Consultation with City Attorney, 551.071*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

November 15, 2022, at 6:00 p.m.
December 6, 2022, at 6:00 p.m. (CC & BOA)
December 20, 2022, at 6:00 p.m.

Boards, Commissions & Committees

November 3, 2022, Historic Preservation Commission at 4:00 p.m.
November 7, 2022, Parks & Recreation Commission at 6:00 p.m.
November 8, 2022, Planning & Zoning Commission at 6:00 p.m.
November 9, 2022, Utility Commission at 4:00 p.m.

November 14, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
November 14, 2022, Founders Day Commission at 6:30 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **October 28, 2022, at 4:30 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.



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, October 18, 2022 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:01 p.m.

City Council Members present were:

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

Council Member absent was:

Council Member Place 2 Wade King

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
IT Director Jason Weinstock
People & Communications Director Lisa Sullivan
Public Works Director Aaron Reed
Parks & Community Services Director Andrew Binz
DSRP Manager Emily Nelson
Planning Director Howard Koontz
Senior Planner Tory Carpenter
TIRZ Project Manager Keenan Smith
TIRZ Administrator Project Analyst Casey Sclar, P3 Works

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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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.

Madi Telschow spoke in favor of the approval of Dripping Springs Century News for the official newspaper.

CONSENT AGENDA

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

- 1. Approval of the October 4, 2022, City Council regular meeting minutes.**
- 2. Approval of the reappointment of Penny Reeves, Terry Polk and Todd Purcell to the Dripping Springs Ranch Park Board of Directors for terms ending September 30, 2024, and the appointment of Todd Purcell as the chair for a term of two (2) years.**
- 3. Approval of a Resolution designating Dripping Springs Century News as the Official Newspaper for the City of Dripping Springs for Fiscal Year 2022-2023, and associated Official Newspaper Agreement.**
Filed as Resolution No. 2022-R37
- 4. Approval of the 2023 City of Dripping Springs Holiday Calendar.**
- 5. Approval of Payment of Fiscal Year 2022 Compensatory Time Earned to DSRP Manager Emily Nelson & DSRP Assistant Manager Lily Sellers. Sponsor: Mayor Bill Foulds, Jr.**
- 6. Approval of an amended agreement with HDR for engineering services for the Old Fitzhugh Road TIRZ project as budgeted. Sponsor: Mayor Pro Tem Manassian.**
- 7. Approval of a Letter of Support for the City of Bee Cave's Application to the International Dark Sky Association for International Dark Sky Community Designation. Sponsor: Council Member Parks.**
- 8. Approval of the September 2022 City Treasurer's Report.**

A motion was made by Council Member Tahuahua to approve Consent Agenda items 1 – 8. Council Member Parks seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

9. **Discuss and consider approval of Ordinances Amending the Tax Increment Reinvestment Zones (TIRZ) No. 1 and No. 2 updating the TIRZ Project Plans including additional parcels and additional and modified projects for TIRZ 1: Town Center TIRZ and TIRZ 2: Southwest TIRZ.** *Sponsor: Mayor Pro Tem Manassian.*

Laura Mueller presented the item. Staff and the TIRZ No. 1 & No. 2 Board recommend approval with the condition that the Library Board submit a petition for inclusion in TIRZ No. 1.

A motion was made by Council Member Tahuahua to approve Ordinances Amending the Tax Increment Reinvestment Zones (TIRZ) No. 1 and No. 2 updating the TIRZ Project Plans including additional parcels and additional and modified projects for TIRZ 1: Town Center TIRZ and TIRZ 2: Southwest TIRZ with the condition that the Library Board submit a petition for property inclusion in the TIRZ. Council Member Parks seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 39 TIRZ No. 1 Amendment

Filed as Ordinance No. 40 TIRZ No. 2 Amendment

10. **Discuss and Consider Approval of a Ground Lease Agreement with Double L/Anarene for Utility Facilities.** *Sponsor: Mayor Bill Foulds Jr.*

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

A motion was made by Council Member Tahuahua to approve a Ground Lease Agreement with Double L/Anarene for Utility Facilities. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

REPORTS

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

Reports are on file and available for review upon request.

11. **Facilities and Maintenance Report**
Craig Rice, Deputy Public Works Director

A motion was made by Council Member Tahuahua to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney, and regarding Executive Session Agenda items 12 and 13. Council Member Parks seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION AGENDA

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

Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 12. Consultation with City Attorney regarding legal issues related to wastewater allocation process for projects in the historic districts.** *Consultation with Attorney, 551.071*
- 13. Consultation with Counsel related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items.** *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 6:25 – 6:55 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 6:55 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

November 1, 2022, at 6:00 p.m. (CC & BOA)

November 15, 2022, at 6:00 p.m. (CC)

December 6, 2022, at 6:00 p.m. (CC & BOA)

December 20, 2022, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

October 20, 2022, Farmers Market Committee at 10:00 a.m.

October 20, 2022, Emergency Management Commission at 12:00 p.m.

October 24, 2022, Transportation Committee at 3:30 p.m.

October 24, 2022, Founders Day Commission at 6:30 p.m.

October 25, 2022, Planning & Zoning Commission at 6:00 p.m.

October 26, 2022, Economic Development Committee at 4:00 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 4 to 0.

This regular meeting adjourned at 6:55 p.m.

APPROVED ON: November 1, 2022

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Caylie Houchin; Community Events Coordinator

Council Meeting Date: November 1, 2022

Agenda Item Wording: Discuss and consider approval of a Facility Use Agreement with the Dripping Springs Lions Club and regarding the 2022 Christmas on Mercer Event. *Sponsor: Council Member Parks*

Agenda Item Requestor: Caylie Houchin; Community Events Coordinator

Summary/Background: This agreement facilitates the collaboration of the Dripping Springs Lions Club and the City of Dripping Springs to host the 17th annual Christmas on Mercer city-wide event.

Commission Recommendation: N/a

Staff Recommendation: Approve the Facilities Use Agreement

Attachments: Dripping Springs Lions Club Christmas on Mercer Facilities Use Agreement

Next Steps/Schedule:

1. Notify the applicant of City Council decision.
2. Execute Agreement

**CHRISTMAS ON MERCER
Facilities Use Agreement**

This Christmas on Mercer Agreement ("Agreement") is made and entered into for the year 2022 by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law municipality ("CITY"), and the DRIPPING SPRINGS LIONS CLUB, a Texas nonprofit corporation ("LIONS CLUB"). In this Agreement, the CITY, and LIONS CLUB are sometimes individually referred to as a "Party", and collectively referred to as the "Parties".

RECITALS:

WHEREAS, each year the event named, Christmas on Mercer ("Christmas on Mercer"), is held in the City of Dripping Springs, Hays County, Texas; and

WHEREAS, CITY maintains the road, or streets known as Mercer Street and Old Fitzhugh Road, the Triangle, and the field north of the Stephenson Building, in the City (the "Streets"); and

WHEREAS, LIONS CLUB desires to participate in Christmas on Mercer, and to use the Streets for festival activities; and

WHEREAS, CITY and LIONS CLUB desire to participate and serve as sponsors to the event of Christmas on Mercer; and

WHEREAS, subject to the terms and conditions hereinafter stated, CITY agrees to allow LIONS CLUB to participate in Christmas on Mercer and use the Streets and the field north of the Stephenson Building; and

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE I. RECITALS

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

ARTICLE II. DEFINITIONS

- 2.01 Agreement** means this binding legal contract between the Parties. The Agreement includes any exhibits, addenda, and/or amendments. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:
- (a) This Agreement;
 - (b) Exhibits.
- 2.02 City** means the City of Dripping Springs, an incorporated municipality in Hays County, Texas.
- 2.03 Effective Date** means the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 2.04 Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States, the State of Texas, Hays County, or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability.
- 2.05 Lions Club** means the Dripping Springs Lions Club, a Texas nonprofit corporation.
- 2.06 Triangle** means the city owned property bordered by Highway 290, East Mercer Street, and Ranch Road 12, including Veterans Memorial Park and the associated parking areas.
- 2.07 Stephenson Field** means the square plot of land located north of the Stephenson Building spanning to the perimeter fencing along Old Fitzhugh Rd.
- 2.08** Certain other capitalized terms have the meanings given in the Recitals or section of this Agreement where first used.

ARTICLE III. TERM

- 3.01** This Agreement shall be effective on the Effective Date, and shall remain in full force and effect until thirty (30) days after the event date, December 3, 2022.

ARTICLE IV. OBLIGATIONS

4.01 Obligations of CITY.

- (a) CITY agrees to allow LIONS CLUB the use of the City Streets, the Triangle, and the Stephenson Field for Christmas on Mercer activities.

- (b) CITY agrees to allow LIONS CLUB the use of the City Streets, the Triangle, and Stephenson Field beginning on December 3, 2022, 6:30 a.m., and remain on the premises until December 3, 2022, midnight.
- (c) CITY agrees to a partial street closure of Mercer Street from the intersection with US Highway 290 to the Mercer Street Bridge and a portion of Old Fitzhugh Road from Mercer Street to the corner of the Stephenson Building field perimeter fence post at 101 Old Fitzhugh Road, beginning at 6:30 a.m., on the day of the event until 9:30 p.m., in accordance with the City's Traffic Control Plan.
- (d) CITY agrees to draft and publish public notices in the local newspaper regarding the road closures.
- (e) CITY agrees to provide and install Mercer Street pedestrian light post-Christmas on Mercer banners.
- (f) CITY agrees to coordinate with LIONS CLUB to draft and distribute public notice to the affected property owners in the area prior to the events.
- (g) CITY agrees to prepare a minimum of two (2) press releases and community events postings to be released prior to the events and after the events as necessary.
- (h) CITY agrees to post a section on the City Christmas on Mercer website for vendor application form, event schedules, sponsorship forms, and other information.
- (i) CITY agrees to manage all marketing of the Christmas on Mercer event on all of the City's social media websites.
- (j) CITY agrees to assist in the solicitation of sponsorships for the event.
- (k) CITY shall review and approve all advertising related to the event prior to its placement, or printing.
- (l) The CITY confirms that it has obtained insurance through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its streets and public areas. Such insurance shall be made available to LIONS CLUB as a participant in the Christmas on Mercer events to the extent allowed by the policy and state law.
- (m) CITY agrees to provide and install road barricades, as provided in Section 4.02, in areas in compliance with the City's Traffic Control Plan.
- (n) CITY agrees to provide Hays County Sheriff's deputies or Hays County Constable deputies, at the CITY's expense, to guard and patrol the event areas, as necessary. The hours and number of deputies shall be determined by City staff.
- (o) CITY agrees to coordinate the attendance of Emergency Services personnel and Fire Department personnel for the event as well as provide an Incident Emergency Plan.

- (p) CITY agrees to allow Christmas holiday decorations, including a Christmas tree, to be erected by the CITY's Maintenance Department on the Triangle without permits or licenses from CITY.
- (q) CITY agrees to provide, or provide for the placement of, lights and light decorations for the Triangle that are the same or similar as those provided by the City each year.
- (r) CITY agrees to set up the Christmas Tree and other supplied decorations at the Triangle on or before November 30, 2022.
- (s) CITY shall transport and erect barricades in compliance with the City's Traffic Control Plan at the direction of the City's Assistant Public Works Director and Emergency Management Coordinator.
- (t) CITY agrees to provide trash cans for the event, at the City's expense, for the collection and disposal of municipal solid waste generated at the event.
- (u) CITY agrees to allow LIONS CLUB to store Christmas Tree in City Storage with the following conditions: Storage space may not exceed 240 square feet, the LIONS CLUB may access storage area only when accompanied by a City employee, the City is not responsible for any damage or loss of LIONS CLUB property.
- (v) CITY shall provide a roll-off dumpster for all trash accumulated during the event. Any necessary fees or payments for the dumpster and disposal of trash, if any, shall be paid by the CITY.
- (w) CITY agrees to provide electricity for the event at CITY's expense.

4.02 Obligations of LIONS CLUB.

- (a) LIONS CLUB agrees to review and comply with all rules and regulations adopted by CITY regarding Christmas on Mercer.
- (b) LIONS CLUB shall take reasonable steps to ensure that waste is not performed upon the City's Property, and that any damage to the grounds is limited to reasonable wear and tear. Any destruction, damage or injury to City's property during the LIONS CLUB's use of the City's Property shall be repaired by the LIONS CLUB.
- (c) LIONS CLUB is obligated to remove and properly dispose of all litter, trash, and refuse on the City's Property as a result of the event. The City will assist the LIONS CLUB in procuring volunteers for the event, but responsibility for litter, trash, and refuse removal is the LIONS CLUB.
- (d) LIONS CLUB shall provide a Christmas tree at the Triangle and decorate the tree.

- (e) LIONS CLUB shall coordinate and facilitate the tree lighting ceremony for the event.
- (f) LIONS CLUB may sell food and coordinate other food vendor booths for the event. Food vendors who are non-profits are not required to provide or acquire any food vendor permits from the City. Any commercial food vendor must either: (1) present a valid, current food vendor license from Hays County, Travis County, or a license from an adjacent City; or (2) acquire a food vendor license from the City of Dripping Springs.
- (k) LIONS CLUB shall provide CITY with advertisements for approval and review prior to placement or printing.
- (l) LIONS CLUB and CITY shall jointly produce and erect all advertisements related to Christmas on Mercer. All signage shall be removed no later than twenty-four (24) hours after the conclusion of the event.
- (m) LIONS CLUB agrees to provide any such miscellaneous supplies as are deemed necessary for the event.
- (n) LIONS CLUB shall have permission to sell merchandise for fundraising purposes.
- (o) LIONS CLUB shall coordinate and manage all vendor procurement and booth sales.
- (p) LIONS CLUB shall provide the CITY with thirty (30%) percent of the proceeds earned from vendor booth fees during the event. Such payment shall be made by LIONS CLUB to CITY no later than ten (10) days after the event in the form of a check, or money order.
- (q) LIONS CLUB shall pay the CITY thirty (30%) percent of the proceeds earned from food vendor booth fees during the event. Such payment shall be made no later than ten (10) days after the event and paid to the CITY in the form of a check, or money order.
- (r) LIONS CLUB shall contract for and coordinate the Pony Rides, Trackless Train Rides, and any other child-centric attractions if such activities are allowed by the City.
- (s) LIONS CLUB is expressly authorized to enter into its arrangements with specific photographers to provide exclusive services for certain activities related to the event, such as photographs with a Santa Claus figure.
- (t) LIONS CLUB shall provide at least six (6) portable toilets (2 ADA compatible and 4 Regular) and three (3) sanitizing stations for use at the event.
- (u) LIONS CLUB shall coordinate "Santa's Mailbox" and photo opportunity area.
- (v) LIONS CLUB shall provide financial records such as a budget and Profit/Loss report to the CITY with in Thirty (30) days following the conclusion of the event on

December 3, 2022.

- (w) If the event is cancelled by the LIONS CLUB, the LIONS CLUB shall notify the CITY immediately upon making the decision to cancel the event. LIONS CLUB shall reimburse the CITY for actual expenses the CITY incurred prior to the cancellation of the event. Actual expenses shall include newspaper publication costs, other publication costs, and any other amounts paid to third parties in relation to Christmas on Mercer. Actual expenses to be reimbursed shall not include city staff time spent on assisting with Christmas on Mercer. The CITY shall mitigate any expenses related to a cancellation of the event and shall provide receipts to the LIONS CLUB upon request. LIONS CLUB shall pay the CITY within thirty (30) days of receiving the request for reimbursement from the CITY following cancellation of the event. Cancellation due to COVID-19 or force majeure shall not require reimbursement and will terminate the LIONS CLUB obligation to pay the CITY a percentage of vendor booth fees.

ARTICLE V. NOTICES

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

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

Notice to LIONS CLUB:

Denise Nemanich
Lions Club
P.O. Box 53
Dripping Springs, TX 78620

Notice to CITY:

City of Dripping Springs
Attn: Michelle Fischer, City Administrator
P.O. Box 384
Dripping Springs, TX 78620

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

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

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

ARTICLE VI. TERMINATION & SUSPENSION

6.01 This Agreement may, by written notice given in the manner hereinafter provided, be terminated by:

- (a) Mutual written consent of the Parties prior to the event date; or
- (b) CITY if a default or breach shall be made by LIONS CLUB with respect to the due and timely performance of any of its covenants and agreements contained herein

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

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

ARTICLE VII. GENERAL PROVISIONS

7.01 Assignment. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by LIONS CLUB without the express written consent of the CITY.

7.02 Waiver. No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by the CITY shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

7.03 Venue & Enforcement. This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue for same shall lie in

Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the *State of Texas*.

- 7.04 Exclusive agreement.** This document, and all appended documents, constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 7.05 Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 7.06 Force Majeure.** Neither CITY nor LIONS CLUB, shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely provided and all reasonable efforts undertaken to mitigate its effects.
- 7.07 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.
- 7.08 Independent Status.** LIONS CLUB is independent and is not CITY's employee. LIONS CLUB's volunteers or subcontractors are not CITY's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 7.09 Indemnification.** LIONS CLUB shall defend (at the option of CITY), indemnify, and hold CITY, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of LIONS CLUB or LIONS CLUB's agents, volunteers,, subcontractors, invitees, guest or trespasser in the performance of LIONS CLUB's obligations under this Agreement, no matter how, or to whom, such loss may occur. Attendees at the Christmas on Mercer event shall be deemed an invitee for purposes of this Section 7.09 indemnification. Nothing herein shall be deemed to limit the rights of CITY or LIONS CLUB (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

7.10 Compliance with Laws & Ordinances. LIONS CLUB, its agents, volunteers and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Ordinances of the City of Dripping Springs, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

7.11 Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the CITY or LIONS CLUB; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the CITY or LIONS CLUB.

7.12 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the CITY. The CITY does not waive, modify, or alter to any extent whatsoever the defense of governmental immunity pursuant to the laws of the state of Texas.

7.13 Standard of Care. LIONS CLUB represent that they employ as volunteers or contract with trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

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

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

CITY OF DRIPPING SPRINGS:

LIONS CLUB:

Bill Foulds, Jr., Mayor

Denise Nemanich
Lions Club President

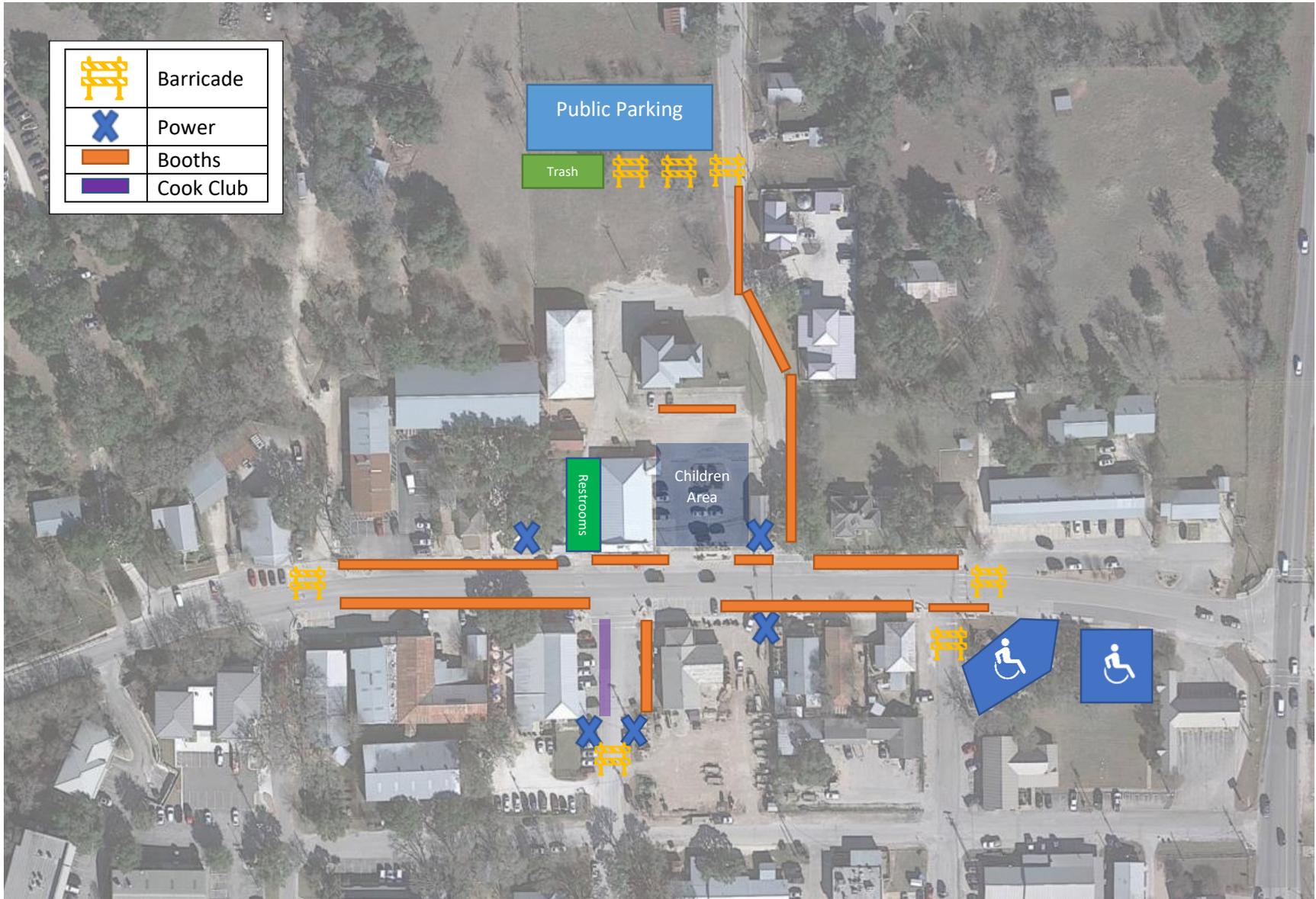
Date: _____

Date: _____

ATTEST:

Christmas on Mercer 2022

Area Map





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

Submitted By: Caylie Houchin; Community Events Coordinator

Council Meeting Date: November 1, 2022

Agenda Item Wording: **Approval of a Temporary Street Closure Permit application from the Dripping Springs Lions Club to close a portion of Mercer Street from Bluff Street to San Marcos Street, and a portion of Old Fitzhugh Road on December 3, 2022. Sponsor: Council Member Parks**

Agenda Item Requestor: Caylie Houchin; Community Events Coordinator

Summary/Background: This Traffic Control Plan (TCP) has been prepared to promote safety and convenience. The City will temporarily close Mercer Street during the event. Other City streets will also be temporarily closed during the event and this TCP includes those streets as well (Location Map attached). This plan is based on the City's prior successful experience with traffic control during other similar downtown events. The closure of Mercer and other downtown streets allows safe access and movement within the event area for attendees. It also provides for safe movement around the event by non-event traffic.

The road closure will extend from Mercer St at Bluff St to Mercer at San Marcos St with a portion of Old Fitzhugh closed. Old Fitzhugh Road will be closed to through traffic at Ranch Road 12.

Staff Recommendation: Approve the Temporary Street Closure request to close a portion of Mercer Street from Bluff Street to San Marcos Street, and a portion of Old Fitzhugh Road on December 4th for the Christmas on Mercer Event.

Attachments:

- 2022 Traffic Control Plan

Next Steps/Schedule: Work with City Maintenance on an action plan for day of the event.



T.B.P.L.S. Firm Registration # 10193770
 T.E.P.E. Firm Registration # F-2266
 9701 WOODLAWN ST. 203
 HOUSTON, TX 77055
 PH: 512.220.9100

DATE:	11-29-21
REVISION:	



CHRISTMAS ON MERCER 2021
 DRIPPING SPRINGS, TEXAS
EVENT TRAFFIC CONTROL PLAN
 DECEMBER 4, 2021

CDSS-Christmas on Mercer TCP.dwg	
GILPIN.cab	
DRAWN BY:	B.R.B.
CHECKED BY:	C.W.G.
SHEET TCP-01	23
	OF 01

COM 2022

LEGEND

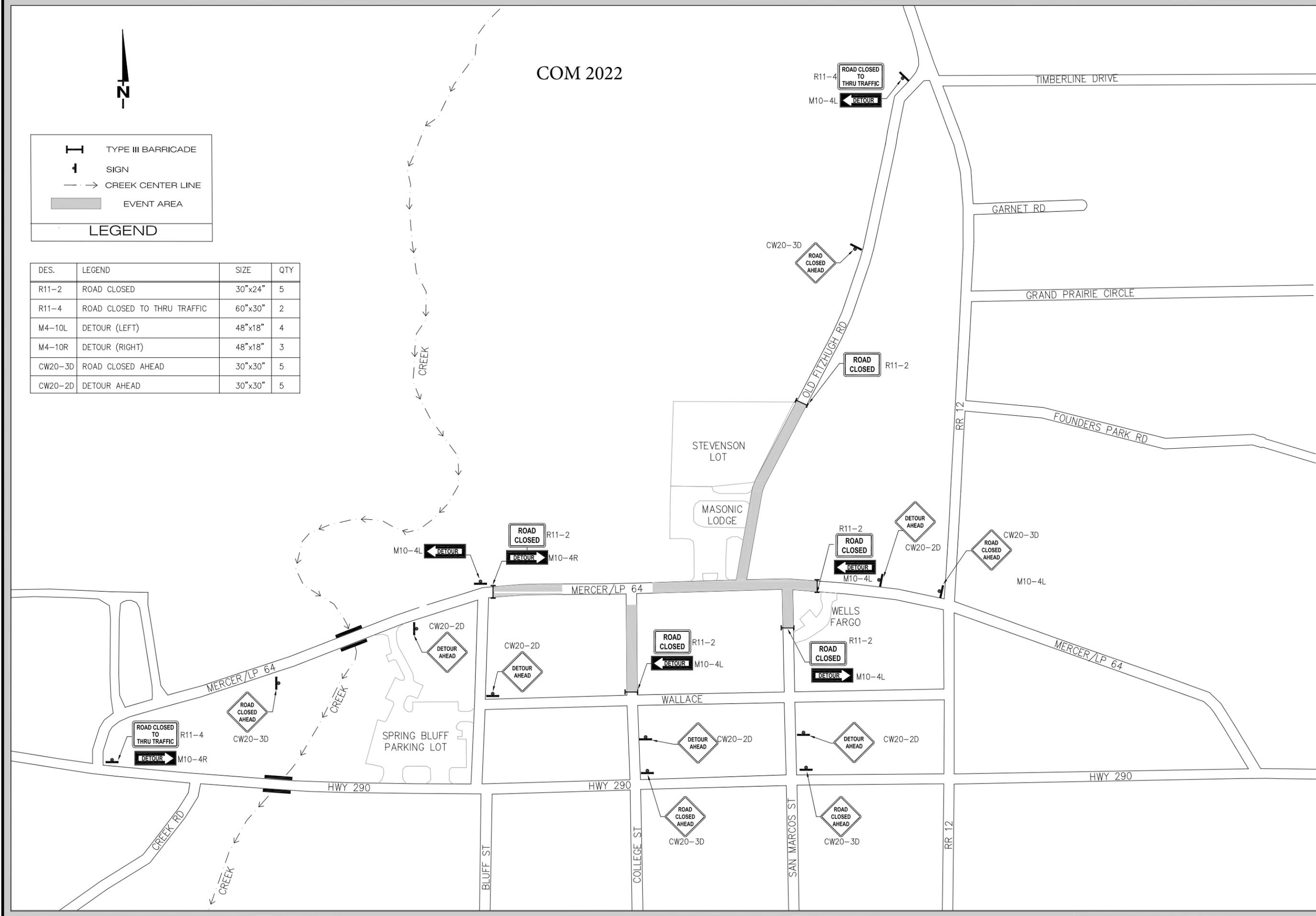
TYPE III BARRICADE

SIGN

CREEK CENTER LINE

EVENT AREA

DES.	LEGEND	SIZE	QTY
R11-2	ROAD CLOSED	30"x24"	5
R11-4	ROAD CLOSED TO THRU TRAFFIC	60"x30"	2
M4-10L	DETOUR (LEFT)	48"x18"	4
M4-10R	DETOUR (RIGHT)	48"x18"	3
CW20-3D	ROAD CLOSED AHEAD	30"x30"	5
CW20-2D	DETOUR AHEAD	30"x30"	5



**REQUEST FOR QUALIFICATIONS
CITY OF DRIPPING SPRINGS, TEXAS**

“AUDIT SERVICES”

The City of Dripping Springs is seeking Statement of Qualifications from qualified public accounting persons or firms to provide professional audit services for the City for the fiscal years ending September 30, 2022, September 30, 2023, and September 30, 2024 with an option to extend the term of the services by an additional two (2) years. The public accountants, hereinafter referred to as “Applicant,” which have Certified staff and more than three (3) years of experience in audit services as outlined in the SCOPE OF SERVICES section of this request will be eligible for consideration. The Applicant awarded the contract is referred to herein as “the Consultant.”

Sealed Statements of Qualifications marked “AUDIT SERVICES” must be submitted in one (1) original, five (5) copies, or one (1) electronic copy (in PDF format) on flash drive and shall be delivered to:

**Shawn Cox, Finance Director
City of Dripping Springs
P.O. Box 384/511 Mercer St.
Dripping Springs, Texas 78620**

The sealed STATEMENTS must be in a standard statement of qualifications format, and each statement must include a response to each item in the RFQ in the order given.

Statement of Qualifications are due on **October 11, 2022 at 2 p.m.** SOQs will be opened by City Staff at that time. Proposals will become public, as required by the Public Information Act, after the contract is awarded. The selected consultant must be able to **commence services on or after November 1, 2022**. This Request for Qualifications includes the proposed contract terms/conditions, and a detailed scope-of-work.

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

**THE DEADLINE FOR SUBMITTING STATEMENTS OF QUALIFICATIONS
IS OCTOBER 11, 2022.**

All Statement of Qualifications must be submitted to the City on or before 2:00 p.m. on October 11, 2022.

Please clearly mark the outside of your sealed envelope as “Statement of Qualifications for Audit Services.” **STATEMENTS OF QUALIFICATIONS MAY NOT BE FAXED OR E-MAILED.** Statement of Qualifications received after the submission deadline shall be returned unopened and will be considered void and unacceptable. Dripping Springs is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any submittal in the City Hall shall be the official time of receipt.

The Statements of Qualifications filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with the City.

Schedule of Events:

The following Schedule of Events represents the estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Requests for Qualifications	9/15/2022
Last Day for Applicants to Submit Written Questions	9/23/2022 5 P.M.
Answers provided*	9/30/2022
Proposal Due Date	10/11/2022 2 P.M.
Evaluations	Between 10/11 to 10/14/2022
Contract Negotiations Begin	Following evaluations, on or after 10/14/22
Contract Award Date	Week of 10/18/2022 (if awarded)

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. **Amendments (answers/addenda) to this solicitation will be sent by email to interested parties who have contacted the City Administrator and requested a copy of this RFQ.**

Contract Period:

The term of this contract shall begin on or after November 1, 2022 and shall continue for a period of three (3) years with the City’s option to extend the contract for additional one-year (1) periods for a period of up to five (5) years total, with a renewal happening each one-year (1) period.

REQUEST FOR QUALIFICATIONS-AUDIT SERVICES

The City of Dripping Springs (“City”) intends to enter into one (1) contract with qualified and experienced public accounting firms/individuals whose principal officers are independent certified public accountants, herein “Applicant”, to audit its financial statement for the fiscal years ending September 30, 2022, September 30, 2023, and September 30, 2024, and, if renewed, for each of the two (2) subsequent fiscal years, ending at the latest on or about September 30, 2026.

These audits shall be performed in accordance with the following requirements:

- Generally accepted auditing standards;
- Standards set forth for financial audits in the most recent General Accounting Office's (GAO) Government Auditing Standards;
- Provisions of the Federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996;
- Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments; and
- Standards set forth in the Government Finance Officers Association’s (GFOA) Governmental Accounting, Auditing and Financial Reporting, Using the Governmental Accounting Standards Board, GASB 34 Model and standards for the GFOA’s Certificate for Achievement for Excellence in Financial Reporting program.

Applicants shall rely exclusively upon their own investigation and other data which are necessary for full and complete information upon which the submitted Statement of Qualifications may be based. Any Applicant, by its submittal, represents and warrants: that it has prepared its Statement of Qualifications in accordance with the RFQ, with full knowledge and understanding of the terms and provisions thereof; that the Applicant has reviewed, studied, and examined the proposal prior to the signing and submission of same; and that he was cognizant of the terms of his submittal, verified his calculations and found them to be correct, and agrees to be bound thereby.

Scope and Tasks of Services

1. SCOPE OF WORK: Applicant shall provide the following auditing services to be conducted in accordance with auditing standards generally accepted in the United States of America:

Express an opinion on the fair presentation of the City's basic financial statements in conformity with generally accepted accounting principles.

2. REQUIRED ITEMS. SCHEDULES AND IMPACT TO CITY STAFF: The City’s

Finance Director will be available during the audit to assist the successful Applicant by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the City and the Applicant.

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

3. Reporting to city management. Although the following is not required to be in written format, auditors shall assure themselves that the City Administrator and Finance Director are informed of each of the following:

- The auditor's responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

Final Deliverables

The City will expect deliverables as follows:

A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

A report on compliance with applicable laws and regulations.

Attend a regular City Council meeting in Dripping Springs, (normally scheduled for 6:30 p.m. on the second and third Tuesdays of the month) and make a presentation to the City Council regarding the findings of the audit.

Additional deliverables may be required, depending upon the nature of the work and progress of the Project. All deliverables should be designed in accordance with Federal, State, and Local requirements.

The successful Applicant shall prepare the substantially complete draft financial statements, notes and all necessary supplementary schedules or information no later than January 31, 2023 and on January 31st of any subsequent year.

Selection Criteria

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

The City will select the "best qualified" public accounting individual/firm to provide the type of services needed by the City. The firm selected must have previous experience in performing audits. The evaluation criteria will include assessment of the following factors:

Years of experience of the persons whose resumes have been submitted.

Qualifications of personnel who will work on the audit (not otherwise included in the resume).

Knowledge of the reporting requirements as well as the basic concepts and conventions underlying local government accounting and financial reporting principles, or a statement as to how such knowledge will be obtained prior to beginning work on the audit.

The overall satisfaction of other clients with the firm's services.

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

Each Qualification will be evaluated using the following criteria:

- | | |
|---|-------|
| ▪ Experience: municipal auditing services | (30%) |
| ▪ Work Performance: past performance based on reference | (40%) |
| ▪ Capacity to Perform | (30%) |

Total: 100%

Qualification Requirements

All Statement of Qualifications shall contain the following:

1. Your Statement of Qualifications, no longer than ten (10) pages, that includes experience, name and resumes of all persons who will or may be assigned to provide auditing assistance to the City.
2. Proof that the person(s) who will or may be assigned are licensed and qualified certified professional accountant(s) in the State of Texas.
3. Experience with a range of state and funding sources, including TxDOT Grants, Tax Increment Reinvestment Zones, Texas Water Development Board Loans, Public Improvement Districts, state and federal transportation project funding sources, etc.
4. Those forms attached to this proposal in Section F on which you are required to furnish other information, or which call for a signature.

Applicants must supply with their submittal, the name of at least three (3) and no more than five (5) local government clients, similar in size as the City or with a scope similar to the City's work, for whom the firm has performed similar auditing services. Include name of the municipality, address, telephone number, and name of representative with whom the City may speak.

5. The Applicant shall submit an hourly rate schedule for the principals and any audit staff who will or may be assigned to provide audit services to the City and any overhead rate or fees that would be charged for outside services.
6. Any other information requested.
7. Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:
 - a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 (Twenty-Five-Hundred Dollars and Zero Cents) in the preceding twelve (12) months; or
 - b) has given an officer or an officer's family member one or more gifts totaling more than \$250 (Two-Hundred-Fifty Dollars and Zero Cents) in the preceding twelve (12) months.

A vendor/bidder is required to file a questionnaire not later than the seventh (7th) business day after the later of the following:

- the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a proposal; or
- the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the City Clerk's office annually, before September 1st, and or not later than the seventh (7th) business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each bidder/vendor.

Note—only Form CIQ, adopted 11/30/2015 or as may be further amended, may be used.

Basis of Payment

The basis of payment will be Lump Sum.

General Requirements:

A. Independent Consultant

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

B. General Liability Insurance/Professional Liability – See attached “City of Dripping Springs Contractor Insurance Requirements.”

Statement of Qualifications Submission Deadline:

A. Statements of Qualifications must be addressed to Shawn Cox, Finance Director and received at the City offices at 511 Mercer St, Dripping Springs TX 78620, Dripping Springs, TX, 78676 at or before: October 11, 2022 at 2 p.m.

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 2:00 PM WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS. NEITHER FAXED STATEMENTS OF QUALIFICATIONS NOR EMAILED STATEMENTS OF QUALIFICATIONS WILL BE ACCEPTED.

B. Statements of qualifications must be submitted in a sealed envelope clearly bearing the name of the Applicant and address and bearing the words: “STATEMENT OF QUALIFICATIONS FOR AUDIT SERVICES.”

- C. One (1) Original and five (5) copies or one (1) electronic copy (in PDF format) on flash drive, of the Statement of Qualifications are required.
- D. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the Finance Director, has received Qualifications. Any Qualifications received after the deadline will not be accepted.

Award:

The City reserves the right to reject any or all Applicants.

After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.

In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

Written Agreement:

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

Omissions:

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

Additional Information:

Contact with persons other than the Finance Director as provided above, may result in the disqualification of the Applicant's submittal. In fairness to all Applicants, the City will not communicate with anyone representing a potential provider of services during the RFQ process, except one (1) as contemplated under Omissions hereinabove, two (2) meetings and communications required to conduct business not related to the RFQ, and three (3) possible

personal presentations by Applicants after written submittals have been received and evaluated, if deemed necessary by City.

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

Cost of Developing Statements of Qualifications:

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

Document Ownerships

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

Attachments:

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

ATTACHMENT “A”

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS

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

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

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

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

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 (Five-Hundred-Thousand Dollars and Zero Cents) per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 (Five-Hundred-Thousand-Dollars and Zero Cents) combined single limit.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars and Zero Cents (\$1,000,000.00) per occurrence and \$1 Million Dollars and Zero Cents (\$1,000,000.00) aggregate.

ATTACHMENT "B"

RESPONSE FORM

RESPONDER:

Date:

Company:

Signature:

Printed Name:

Title:

Address:

Federal EIN #/SSN #

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

Print

Name _____ Title _____

REFERENCES:

Each Responder is to provide a minimum of three (3) verifiable business references for which the Responder has performed work. Up to two (2) additional references may be attached to this Statement of Qualifications.

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

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

Sole Proprietorship	YES	NO
Partnership	YES	NO
Corporation	YES	NO

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

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

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



DRIPPING SPRINGS
Texas

From: Shawn Cox, Finance Director/City Treasurer

Date: Friday, September 30, 2022

RE: Audit Services RFQ - Answered Questions

What is the reason for going out for bids for this new season?

- A. The City has been with its current auditing firm since 2009, with the most recent single year agreement being awarded in October 2021. The last Request for Qualifications was issued in 2019. On advice from our City Attorney we have issued a new RFQ.

Does the City follow a mandatory rotation of audit firms?

- A. The City does not have a mandatory rotation of firms.

How long has the City been with the current audit firm?

- A. The City has been with its current auditing firm since 2009, with the most recent single year agreement being awarded in October 2021.

May we have a copy of the most recent audit report?

- A. A copy of the FY 2021 Audit is attached.

Were there any problems with FY 21's audit and/or audit firm?

- A. No

For fiscal year 2021, were there any AJEs? If yes, how many?

- A. There was one (1) AJE for FY21.

For fiscal year 2022, does the City anticipate to have a single audit report?

- A. Yes, the City does anticipate having to have a single audit report for FY22.

Have there been any staff changes recently that work on the audit?

- A. No

Does the City have any component units?

- A. No

Does the cover page and table of contents count towards the 10 total pages?

- A. No

Do the required forms (Attachments A & B) at the end of the packet count towards the 10 total pages?

- A. No



City Council Planning Department Staff Report

Planning & Zoning Commission Meeting: November 1, 2022
Project No: CUP2022-0005
Project Planner: Tory Carpenter, AICP – Senior Planner

Item Details

Project Name: Oro Bianco Mobile Food Vendor
Property Location: 27713 Ranch Road 12
Legal Description: Cannon Estates West lot 5
Applicant: Adam Thompson
Property Owner: James Kelsey
Request: Conditional Use Permit (CUP) for a Mobile Food Vendor

Approval with the following conditions:

1. The applicant shall submit a site development permit prior to any additional site improvements; and
2. Hours of operation are limited to between 7:00am and 9:00pm; and
3. There shall be no amplified sound on the site; and
4. The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date; and
5. The permit shall become effective with the issuance of the building permit.

Staff Recommendation:



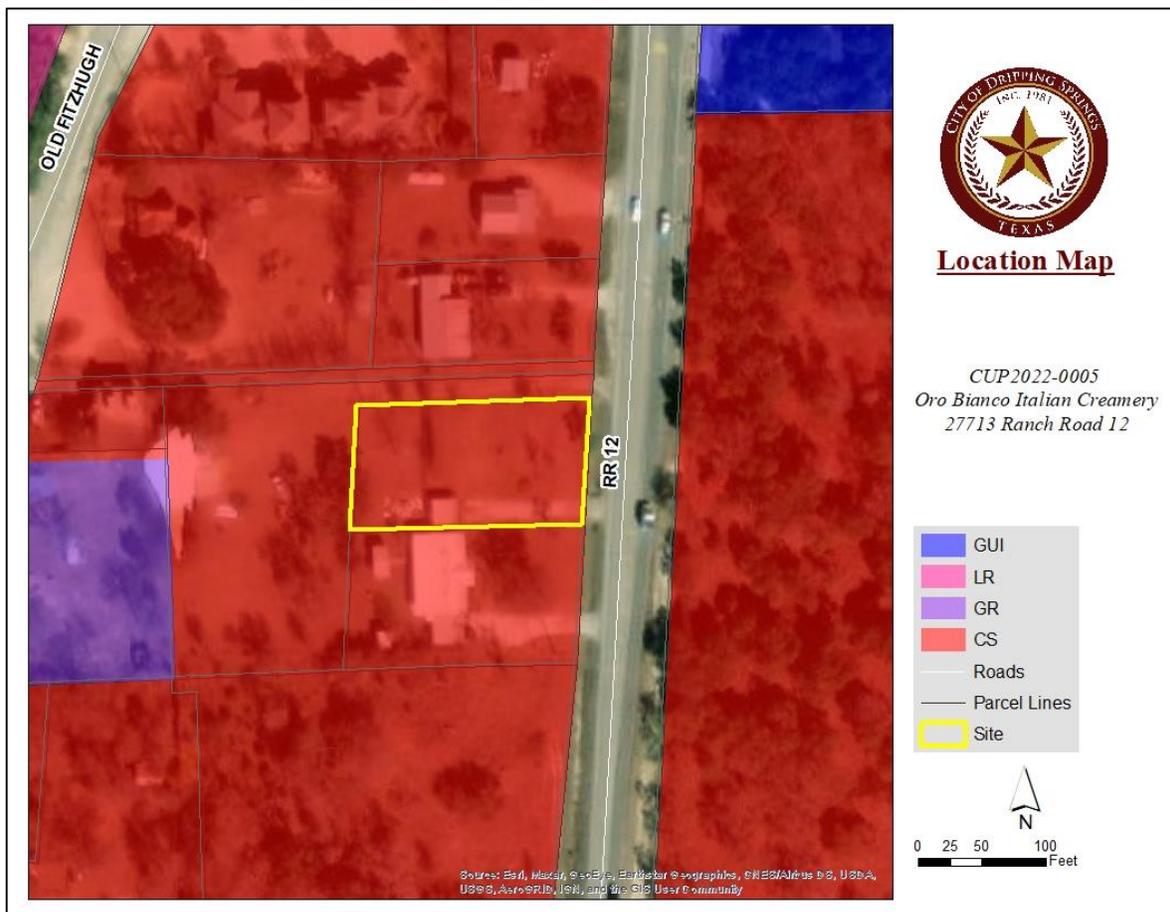
Overview

The applicant is requesting a conditional use permit (CUP) to allow one mobile food vendor on the property. The food truck would sell coffee and gelato products from a single trailer located on the center of the site. The applicant will be required to provide a minimum of three parking spaces on the site.

Aside from an existing carport on the property, the site is vacant. Surrounding properties include several single-family residences, however, each of these residences are within a commercial zoning district. The properties to the south and west of the subject property is owned by the same owner as the subject property.

Direction	Setback Code requirement
Front	Ten Feet (25')
Rear	Ten Feet (25')
Side	Five feet (15')

Surrounding Properties



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

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Single-Family	Not Shown
East	Commercial Services (CS)	Open Space	
South	Commercial Services (CS)	Single-Family	
West	Commercial Services (CS)	Vacant	

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

Approval Criteria	Staff Comments
<p>1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;</p>	<p>The following comprehensive goals support this request:</p> <p>1. Support expansion of business and professional services and</p> <p>2. Support Tourism.</p>
<p>2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;</p>	<p>The zoning district is Commercial Services (CS), which permits commercial and retail uses. Mobile food vendors are permitted in the CS zoning district with the approval of a Conditional Use Permit (CUP).</p>
<p>3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;</p>	<p>The applicant will need to meet all development standards.</p>
<p>4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:</p>	<p>A mobile food vendor at this location will provide additional food and beverage options for the area. While there are single-family residences in the immediate vicinity, staff is recommending conditions to limit adverse impacts.</p>
<p>a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;</p>	<p>The applicant will be required to submit a site development permit to which will ensure adequate vehicular access and pedestrian improvements.</p> <p>Note that TXDOT may not approve the two driveways on this property as shown in the site plan.</p>
<p>b. Off-street parking areas, loading areas, and pavement type;</p>	<p>The applicant will be required to provide three parking spaces.</p>
<p>c. Refuse and service areas;</p>	<p>The applicant will be required to provide trash can receptacles for the patrons.</p>
<p>d. Utilities with reference to location, availability, and compatibility;</p>	<p>The applicant has stated that they may utilize a generator or connect to the adjacent site's electrical system. Both options may be allowed by the City.</p> <p>The applicant has stated that they do not intend to tie into the public sewer service, but will instead have a self-contained wastewater receptacle within the food truck.</p>
<p>e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;</p>	<p>No Screening is proposed.</p>
<p>f. Control of signs, if any;</p>	<p>Signage will be done with a separate permit and will need to comply with the current sign ordinance in effect. Any</p>

	variances will require approval.
g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;	The owner shall comply with the lighting ordinance per the mobile food vendor ordinance.
h. Required yards and open space;	Not applicable.
i. Height and bulk of structures;	The mobile food vendor meets height requirements.
j. Hours of operation;	Staff is recommending restricting hours of operation to between 6:00am and 9:00pm.
k. Exterior construction material, building design, and building facade treatment;	Mobile food vendors do not have to comply with our exterior design ordinance, but they do have to comply with our sign ordinance and applicable Sign Codes.
l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and	Not applicable.
m. Provision for pedestrian access/amenities/areas;	The mobile food vendor will be tied to the adjacent business which will provide tables and seating.
5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,	Staff finds that the proposed mobile food vendor use will not be detrimental or damaging to the surrounding properties, these properties being similarly commercially zoned.
6. Noise;	Staff is recommending conditions to limit hours of operation and to prohibit amplified speakers to limit adverse impacts with neighboring residences.
7. Odors; and	No concerns noted.
8. Dust.	No concerns noted.

Conditional Use Permit Requirements

The following standards are applicable for all mobile food vendors within the City Limits. Note that the Conditional Use Permit can be approved with conditions that further restrict operations.

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 11:00 p.m.
3. The property adheres to all Fire and Life Safety Codes found in the International Fire Code
4. Should the City find the mobile food truck to create health and safety issues due to any reasons, the City Administrator may request that the Applicant remove any vehicle from the site. The Applicant shall comply with the City Administrator's request.
5. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:

- a. A history of poor code compliance.
 - b. A revision to the Comprehensive Plan that renders the CUP incompatible.
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

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

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

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

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Conditional Use Permit request. At the time of this report, staff has not received any public comments for this request.

Meetings Schedule

October 25, 2022 – Planning and Zoning Commission
 November 1, 2022 - City Council Meeting

Planning & Zoning Commission Recommendation

At their October 25, 2022 meeting, the Planning & Zoning Commission voted to recommend approval of the request with staff recommended conditions.

Attachments

- Attachment 1 - Conditional Use Permit Application
- Attachment 2 – Site Plan
- Attachment 3 – Food Vendor Photos

Recommended Action:	Approval with the following conditions: <ul style="list-style-type: none"> 1. The applicant shall submit a site development permit prior to any additional site improvements; and 2. Hours of operation are limited to between 7:00am and 9:00pm; and 3. There shall be no amplified sound on the site; and 4. The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date; and 5. The permit shall become effective with the issuance of the building permit.
Alternatives/Options:	Recommend denial of the Conditional Use Permit; recommend approval of the Conditional Use Permit with no or alternate conditions.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.
Public Comments:	Staff has not received any public comments at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services Support Tourism related businesses



DRIPPING SPRINGS
Texas

City of Dripping Springs

Item # 6.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

CONDITIONAL USE PERMIT APPLICATION

Case Number (staff use only): _____ - _____

NEW APPLICATION EXTENSION OF A PREVIOUSLY APPROVED CUP

CONTACT INFORMATION

PROPERTY OWNER NAME JAMES KELSEY
STREET ADDRESS 1450 W HWY 290 #1123
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE 512-461-2890 EMAIL jaykelseyjr@gmail.com

APPLICANT NAME Adam S Thompson
COMPANY OroBianco Italian Creamery
STREET ADDRESS 503 Main Street
CITY Blanco STATE TX ZIP CODE 78606
PHONE 956-639-8705 EMAIL adam@orobiancomilk.com

PROPERTY INFORMATION

PROPERTY OWNER NAME	JAMES KELSEY
PROPERTY ADDRESS	27713 RR 12 DRIPPING SPRING, TX 78620
CURRENT LEGAL DESCRIPTION	CANNON Estate West Lot 5
TAX ID#	
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	CS
PROPOSED USE	Mobile Food Unit
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	<p style="text-align: center;">For setting up a mobile food unit to sell gelato and espresso. Unit will be licensed through Dripping Springs Health Dept. Standalone unit. Not a food truck park.</p>

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

(See attached agreement).

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

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

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

APPLICANT'S SIGNATURE

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

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

James Kelsey
Name

OWNER
Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 31 day of Aug, 2022 by Christie Polanco.

Christie Polanco
Notary Public, State of Texas

My Commission Expires: 2/24/26

James Edward Jr Kelsey
Name of Applicant



CONDITIONAL USE PERMIT SUBMITTAL

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

Applicant Signature

8/30/22
Date

CHECKLIST

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

Project Number: _____ - _____
Only filled out by staff



DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: OroBianco Retail Dripping Springs

Project Address: 27713 RR 12, Dripping Springs, TX 78620

Project Applicant Name: Adam S Thompson

Billing Contact Information

Name: Vicki Devendorf

Mailing Address: PO Box 1565
Blanco, TX 78606

Email: vicki@orobiancomilk.com Phone Number: 830-998-4221

Type of Project/Application (check all that apply):

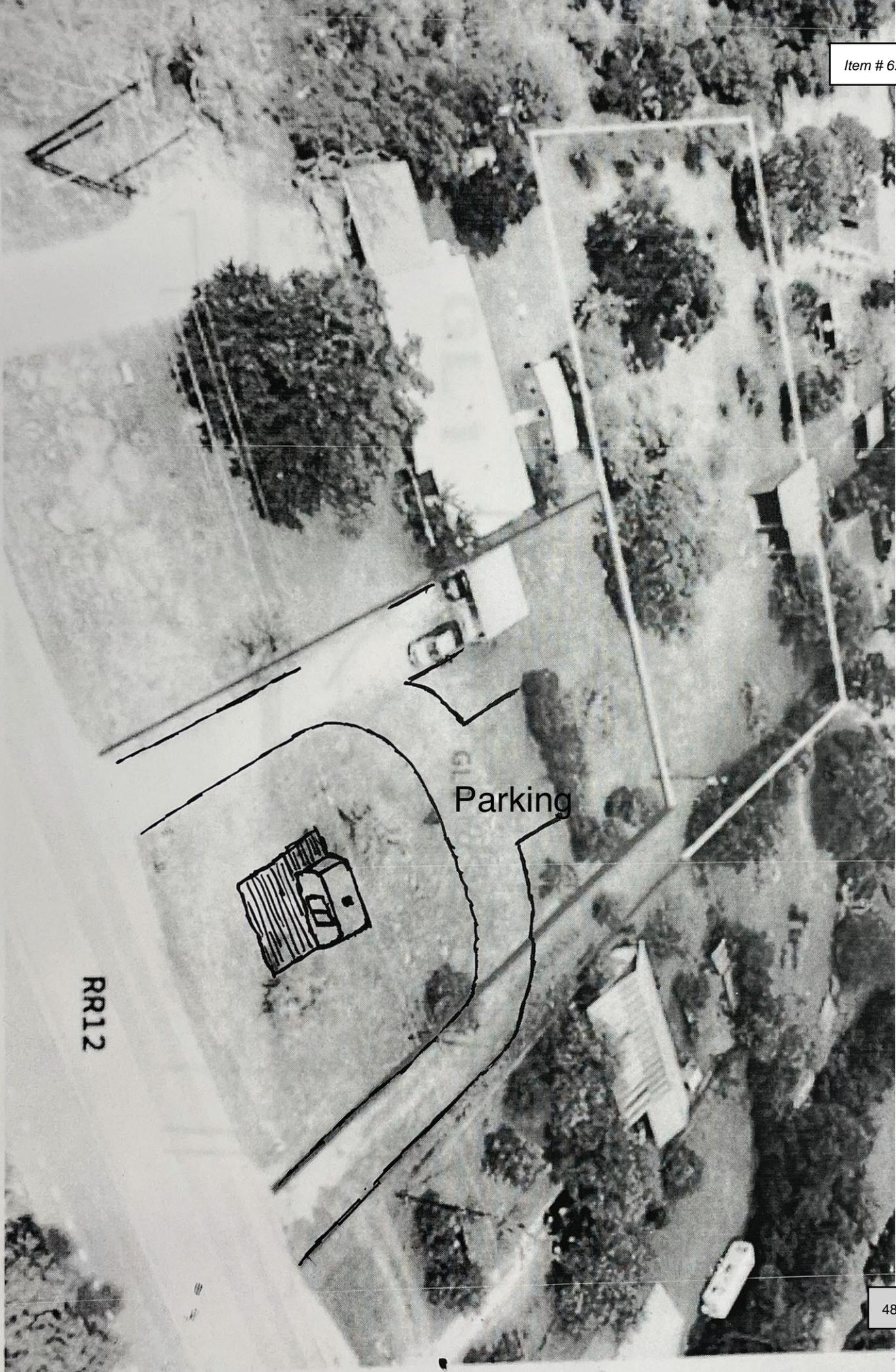
- | | |
|--|--|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Exterior Design | <input type="checkbox"/> Wastewater Service |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Lighting Plan | <input type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input type="checkbox"/> Other _____ |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Signature of Applicant

9/1/2022

Date



Parking

RR12

Item # 6.



CITY OF DRIPPING SPRINGS

ORDINANCE No. [REDACTED]

Conditional Use Permit

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE USE OF MOBILE FOOD VENDOR – LONGER THAN TEN (10) DAYS WITHIN THE LOCAL RETAIL ZONING DISTRICT FOR A PERIOD NOT TO EXCEED TWO YEARS FOR A PROPERTY LOCATED AT 27713 RR 12, UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

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

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

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

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

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

3. REPEALER

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

4. SEVERABILITY

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

5. EFFECTIVE DATE

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

6. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"



City of Dripping Springs | Conditional Use Permit

Granted to allow the land use of "mobile food vendor" on a property that is currently zoned Local Retail (LR) District located at:

27713 RR 12, Dripping Springs, Texas, 78620

Approved by the City of Dripping Springs City Council on November 1, 2022

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

1. The property shall adhere to all City codes.
2. The vendor shall submit a site development permit prior to any additional site improvements.
3. Hours of operation are limited to 7:00 a.m. to 9:00 p.m.
4. No amplified sound on site. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
5. The vendor shall provide a minimum of three parking spaces on the site.
6. The vendor shall provide sufficient trash receptacles for the customers.
7. The property adheres to all Fire and Life Safety Codes found in the International Fire Code.
8. Should the City find the mobile food truck to create health and safety issues due to any reason, the City Administrator may request that the Applicant remove any vehicle from the site. The Applicant shall comply with the City Administrator's request.
9. The City Administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.
10. Conditional Use Permit is effective on the date of the issuance of the building permit.
11. The mobile food vendor must follow the City's dark sky ordinance.
12. Conditional Use Permit expires two years from the date of the issuance of the building permit and the renewal must be considered by City Council.

Site Plan



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

Submitted By: Craig Rice, Deputy Public Works Director

Council Meeting Date: November 1, 2022

Agenda Item Wording: Discuss and consider approval of the Fiscal Year 2022 Road Improvement Project agreement between Lone Star Paving and the City of Dripping Springs and authorize staff to finalize agreement.

Agenda Item Requestor:

Summary/Background: Publication for solicitating bids for the 2022 Road Improvement project was issued with the deadline for contractors to submit sealed bids by 2:00pm on October 14, 2022. Two (2) contractors submitted bid packages before the required deadline. Tabulations were reviewed and compared by the City Engineer based on this review Lone Star Paving was identified as the lowest bid and meets qualifications for the project.

The 2022 Road Improvement project is part of the five (5) year road maintenance plan previously approved by Council. The planned project encompasses E. Mercer St. from Ranch Road 12 to Highway 290 north of Veterans Memorial Park. The bid amount submitted by Lone Star Paving is within the allotted budget for road improvements. With approval of this project, construction will begin immediately after the construction contract has been signed by both parties with the goal of completing the project before Christmas on Mercer.

Commission Recommendations: N/A

Recommended Council Actions: Staff recommends awarding Lone Star Paving with the 2022 Road Improvement project.

Attachments: 9.22.22 – Publication Affidavit_RFB 2022 Road Maintenance Project
 20220922 – DS 2022 Maintenance Project – Bid Plans.pdf
 Plan Holders List.pdf
 DS 2022 Maintenance Project – Addendum #1 – 20221003.pdf
 DS – Maint – Bid Tabulation.pfd

Bid Response_Lone Star Paving.pdf

Recommendation to Award BID.pdf

2022-10-27 Lone Star Paving Construction Contract.docx

Next Steps/Schedule:

Upon Council approval, signatures to finalize the construction contract will be needed. Ground break and dirt work to begin once the agreement is signed and all required documentation submitted.

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 14, 2022**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the “Project” titled **2022 Road Maintenance Project** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked;

“2022 ROAD MAINTENANCE PROJECT”

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

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

The Mercer Street Road Project generally includes: 516 square yards of full depth roadway repair, milling, 8,870 square yards of HMAC paving, signage, and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at cgilpin@cityofdrippingsprings.com beginning **September 22, 2022**. A bid package set will also be available for viewing at City of Dripping Springs City Hall.

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 **Tuesday, September 27, 2022, at 10:00 a.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

RFB - Road
Maine

Item # 7.

San Marcos Publishing, LP Wimberley View • Century News

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

Received
OCT 3 2022

City of Dripping Springs

State of Texas
County of Hays

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

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

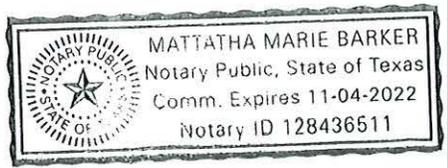
- September 22 2022
- September 29 2022
- 2022
- 2022

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

[Signature]
Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 28th day of September, 2022 to certify which witness my hand and seal of office.

Mattatha Barker
NOTARY PUBLIC in and for Hays County, Texas



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 14, 2022**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the "Project" titled **2022 Road Maintenance Project** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

"2022 road maintenance project"

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

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511 Mercer St.
Dripping Springs, Texas, 78620**

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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 **Tuesday, September 27, 2022, at 10:00 a.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas

CONSTRUCTION PLANS 2022 ROAD MAINTENANCE PROJECT

ROADWAY CLASSIFICATION:
MERCER ST. - COLLECTOR

INDEX OF SHEETS

Sheet List Table	
Sheet Number	Sheet Title
01	COVERSHEET
02	GENERAL NOTES
03	SCHEDULE OF QUANTITIES
04	PAVING PLAN - MERCER ST
05	STRIPING PLAN - MERCER ST 1
06	STRIPING PLAN - MERCER ST 2
07	TRAFFIC CONTROL PLAN - MERCER ST
08	TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL TCP(2-2)-18
09	TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-20
10	PAVING DETAILS

PREPARED BY:



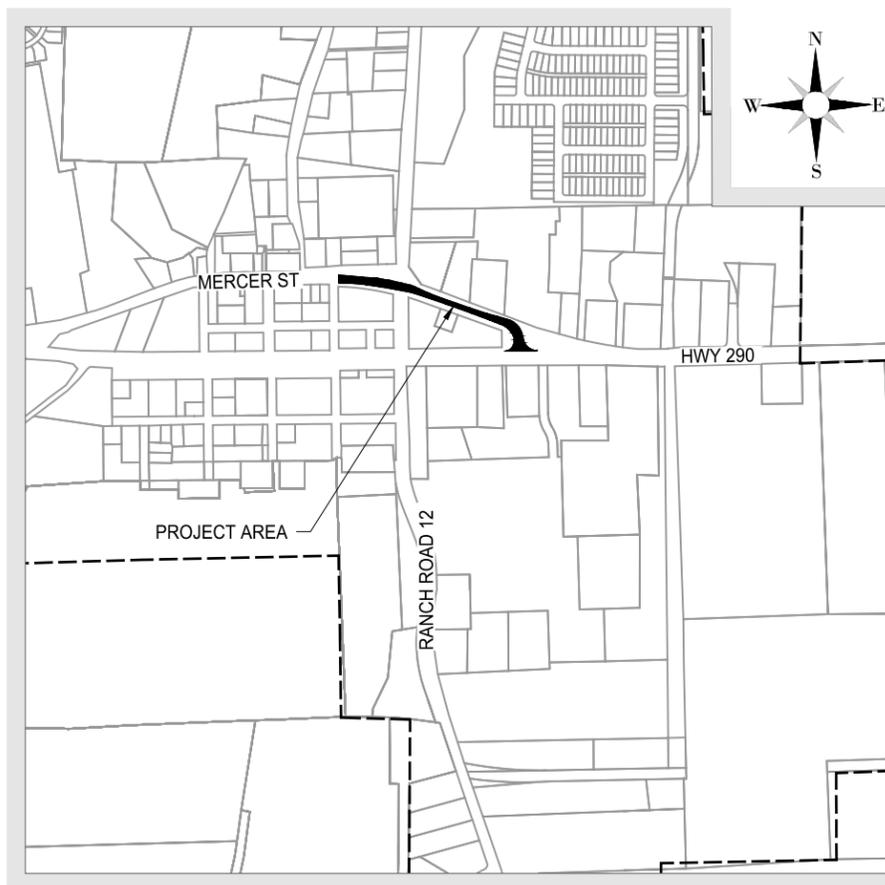
B.R. Bell
B. RYAN BELL, P.E.

21 SEPTEMBER 2022
DATE

SEPTEMBER 2022

PROJECT # MAINT 2022-001

WORK TYPE: MILL & OVERLAY, FULL DEPTH REPAIR, AND PAVEMENT MARKINGS
PROJECT LENGTH: 1,140 LF



APPROX. SCALE: 1" = 1,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS

RECOMMENDED BY:

Chad Gilpin

CHAD GILPIN, P.E. - CITY ENGINEER

9/22/22
DATE

APPROVED BY:

CRAIG RICE, MAINTENANCE DIRECTOR

DATE

CONTRACTOR: _____

CONSTRUCTION START: _____

CONSTRUCTION ACCEPTED: _____

TOTAL CONSTRUCTION COST: _____

PREPARED BY:



T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LN, SUITE 203
AUSTIN, TX 78748
PH: 512.220.8100



NOTES:

1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. A PORTION OF THIS PROJECT LIES WITHIN ZONE AE AS IDENTIFIED BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
5. RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.

REVISION BLOCK					
NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE

THESE PLANS ARE FULL SIZE AT 11" X 17"

A. GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING FOR THE LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES:
 - TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-245-4545
 - TEXAS ONE CALL SYSTEM (TOCS) 1-800-344-8377
2. PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.
4. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
5. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
6. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
7. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
8. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
9. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY.
10. CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. RECORD SHALL BE KEPT IN AN ONSITE SET OF MARKED-UP RECORD DRAWINGS.
11. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
12. CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.
13. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
14. UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.
15. ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
16. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
17. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TxDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TxDOT BARRICADE AND CONSTRUCTION STANDARDS.
18. RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY CONSTRUCTION STANDARDS.
19. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
20. ALL WORK IS TO BE PERFORMED BETWEEN THE FOLLOWING HOURS:
8:00 A.M. TO 5:00 P.M. MONDAY - FRIDAY
ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
21. THE CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF ANY WORK TO BE ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED DURING THE PROGRESS OF THE WORK, WHEN SUCH CONDITIONS OR OBSTACLES ARE READILY APPARENT UPON A VISIT TO THE SITE. IF THERE ARE ANY QUESTIONS OF THIS REGARD OR IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS.
22. IN THOSE CASES WHERE FIXED FEATURES REQUIRE, THE DESIGN SLOPES INDICATED HEREIN AND ON THE CROSS SECTIONS MAY BE MODIFIED IN THE FIELD AS DETERMINED BY THE CITY IF EXISTING CONDITIONS SO REQUIRE.

23. ACCESS TO RESIDENCES, BUSINESSES, AND DRIVEWAYS ALONG THE PROJECT MUST RECEIVE PRIORITY BY THE CONTRACTOR.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF HIS MATERIALS AND EQUIPMENT FROM THEFT, VANDALISM, ANIMALS, FIRE, ETC. WHILE SAID MATERIALS AND EQUIPMENT ARE ON THE PROJECT, WHETHER STORED OR INSTALLED IN PLACE, UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE CITY.

B. ENVIRONMENTAL NOTES

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL DISTURBED AREAS TO BE RESTORED UPON COMPLETION OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE FOR RE-VEGETATION ACTIVITIES. ALL MATERIALS AND LABOR SHALL BE SUBSIDIARY TO OTHER BID ITEMS.
4. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 85% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
5. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
6. THE CONTRACTOR TO SEED, SOD OR HYDROMULCH ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ALL IRRIGATION WATER REQUIRED TO ESTABLISH GRASS TO THE REQUIRED 85% COVERAGE.
7. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
8. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
9. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
10. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
11. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
12. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.) ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "**NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES**").
13. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL.

C. EROSION & SEDIMENT CONTROL - SEQUENCE OF CONSTRUCTION:

1. TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS INDICATED ON THE APPROVED SITE PLAN CONSTRUCTION PLAN AND IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED ON THE SITE. INSTALL TREE PROTECTION, INITIATE TREE MITIGATION MEASURES AND CONDUCT "PRE - CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE).
2. THE ENVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR DESIGNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE REVISED, IF NEEDED, TO COMPLY WITH CITY INSPECTORS' DIRECTIVES, AND REVISED CONSTRUCTION SCHEDULE RELATIVE TO THE WATER QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN.
3. THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE.
4. BEGIN SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES.
5. COMPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING.
6. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL RE-VEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.

D. STREET AND DRAINAGE NOTES:

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE CITY'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING.
2. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW SUBGRADE UNLESS OTHERWISE SPECIFIED ON THE PLAN
3. ALL R.C.P. SHALL BE MINIMUM CLASS III.

E. TRAFFIC CONTROL:

1. IMPLEMENT ONE-LANE, TWO-WAY TRAFFIC CONTROL IN ACCORDANCE WITH TCP(2-2)-18.
2. ALL LANES SHALL BE OPENED TO TRAFFIC AT THE END OF EACH WORK DAY.
3. TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE A MINIMUM REQUIREMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS, BARRICADES, FLAGMEN OR OTHER TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC. ALL TRAFFIC CONTROLS SHALL BE COMPLIANT WITH CURRENT TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. THE CONTRACTOR MAY SUBMIT ALTERNATE TRAFFIC CONTROL PLANS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
5. ACCESS TO ALL DRIVES AND SIDE ROADS, BOTH PUBLIC AND PRIVATE, ARE TO BE MAINTAINED AT ALL TIMES.

Item # 7.



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REVISIONS:

NO.	REVISION	DATE

DATE: 09/21/2022
DESIGNED BY: RP
CHECKED BY: BRB
PROJ #: MAINT-2022-001



PROJECT:
2022 ROAD MAINTENANCE PROJECT

SHEET TITLE:
GENERAL NOTES

SCHEDULE OF QUANTITIES:

TxDOT SPEC	ITEM DESCRIPTION	UNITS	QTY
0100 6001	PREPARING ROW	STA	12
0340 6011	D-GR HMA(SQ) TY-B PG64-22	SY	640
0340 6122	D-GR HMA(SQ) TY-D PG70-22	SY	3208
0340 6272	TACK COAT	SY	2568
0351 6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR	SY	640
0354 6002	PLAN & TEXT ASPH. CONC PAV (0" TO 2")	SY	3208
0500 6001	MOBILIZATION	LS	1
0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	1
0644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2
0666 6012	REFL PAV MRK TY I (W) 4"(SLD)(100 MIL)	LF	2265
0666 6036	REFL PAV MRK TY I (W) 8"(SLD)(100 MIL)	LF	180
0666 6042	REFL PAV MRK TY I (W) 12"(SLD)(100 MIL)	LF	193
0666 6048	REFL PAV MRK TY I (W) 24"(SLD)(100 MIL)	LF	76
0666 6054	REFL PAV MRK TY I (W)(ARROW)(100 MIL)	EA	8
0666 6078	REFL PAV MRK TY I (W)(WORD)(SLD)(100 MIL)	EA	6
0666 6126	REFL PAV MRK TY I (Y) 4"(SLD)(100 MIL)	LF	2035
0666 6167	REFL PAV MRK TY II (W) 4"(BRK)	LF	15
0666 6170	REFL PAV MRK TY II (W) 4"(SLD)	LF	604
0666 6178	REFL PAV MRK TY II (W) 8"(SLD)	LF	60
0666 6180	REFL PAV MRK TY II (W) 12"(SLD)	LF	48
0666 6182	REFL PAV MRK TY II (W) 24"(SLD)	LF	20
0666 6184	REFL PAV MRK TY II (W)(ARROW)	EA	2
0666 6192	REFL PAV MRK TY II (W)(WORD)(SLD)	EA	1
0666 6207	REFL PAV MRK TY II (Y) 4"(SLD)	LF	586
0666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	15
0672 6007	REFL PAV MRKR TY I-C	EA	12
0672 6009	REFL PAV MRKR TY II-A-A	EA	104
0677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	4315
0677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	180
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	76
0677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	8
0677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	6

*TXDOT ITEM 0678, PAVEMENT SURFACE PREPARATION FOR MARKINGS IS SUBSIDIARY TO APPLICABLE BID ITEMS. NO SEPARATE PAYMENT WILL BE MADE FOR PAVEMENT SURFACE PREPARATION

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE BOTH HAYS COUNTY AND TXDOT SPECIFICATIONS ARE NAMED IN THE SCHEDULE OF QUANTITIES ABOVE THE DIRECTION PROVIDED BY THE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE WHERE IN CONFLICT WITH THE TXDOT SPEC ITEM. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

THERE WILL BE NO SEPARATE PAY ITEM FOR TEMPORARY WATER FOR IRRIGATION AND ESTABLISHMENT OF GRASSES. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

TXDOT ITEM 340 / HAYS CO. ITEM 6.00 - HOT MIX ASPHALT CONCRETE PAVEMENT

HMAC SHALL BE APPLIED AT THE FOLLOWING RATES:

HMAC TY B	115 LB/SY/IN
HMAC TY D	115 LB/SY/IN
TACK COAT	0.2 GAL/SY

TXDOT ITEM 132 - EMBANKMENT

ITEM SHALL BE PAID BY STATION ALONG AREA OF SUBGRADE WIDENING.



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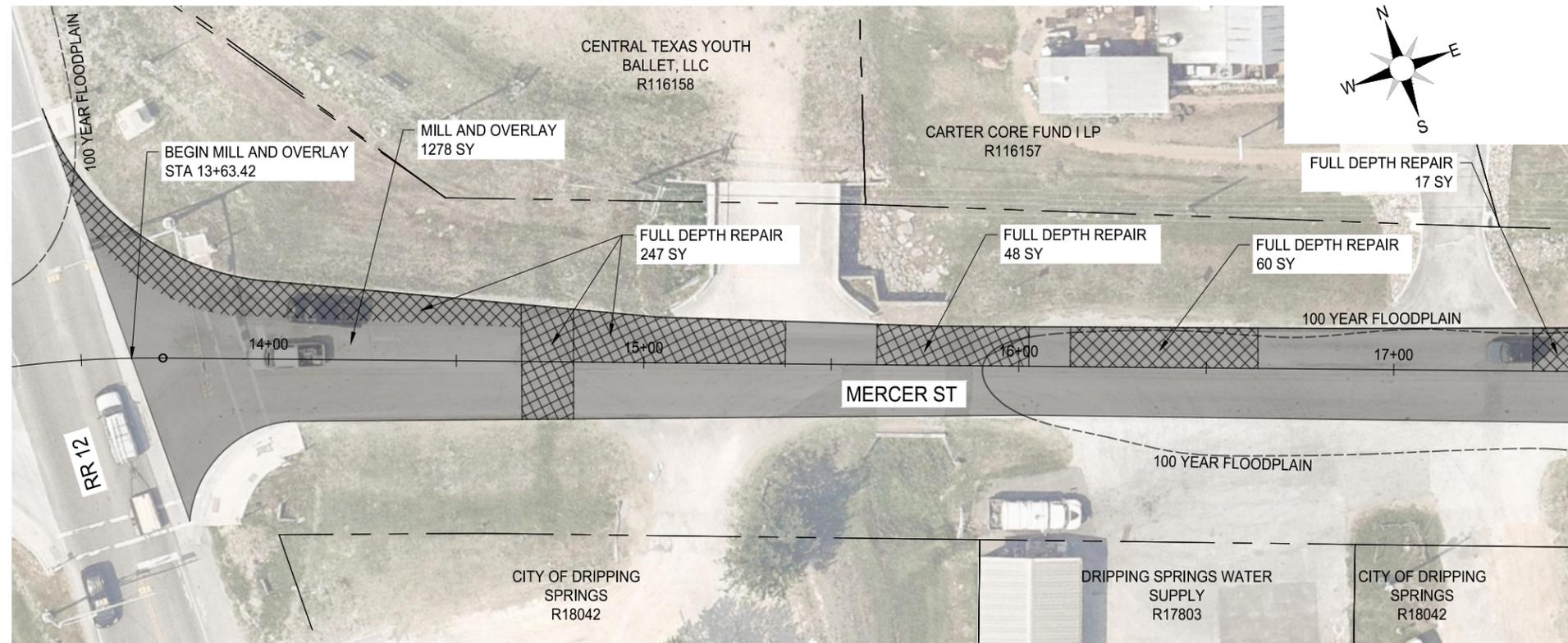


PROJECT:

2022 ROAD MAINTENANCE PROJECT

SHEET TITLE:

SCHEDULE OF QUANTITIES

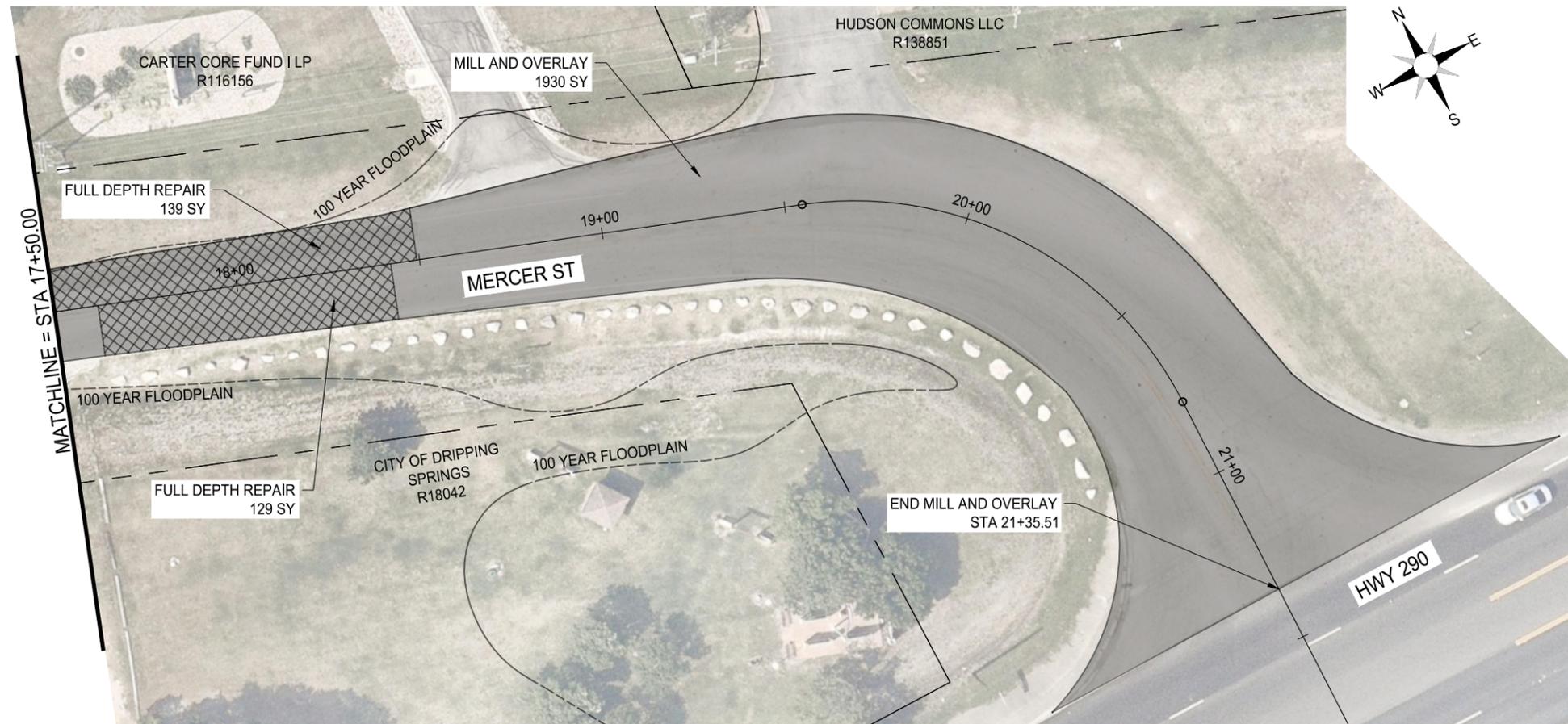


MATCHLINE = STA 17+50.00



- LEGEND**
- MILL AND OVERLAY (SEE DETAIL SHEET 10)
 - FULL DEPTH REPAIR (SEE DETAIL SHEET 10)
 - EXIST ROW
 - FEMA 100 YEAR FLOODPLAIN

- NOTES:**
- CONTRACTOR TO MATCH EXISTING GRADE, MAINTAIN EXISTING DRAINAGE CONTOURS & DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
 - CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
 - CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
 - THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AREA UTILITY COMPANIES FOR EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
 - THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE RIGHT-OF-WAY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION FROM DESTRUCTION. CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AND OTHER NATURAL SURROUNDINGS. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED AS A RESULT OF THEIR OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO CONSTRUCTION.
 - A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
 - THE ESTIMATED QUANTITIES PUBLISHED WITH THESE CONSTRUCTION DOCUMENTS ARE FURNISHED AS AN AID IN THE BIDDING PROCESS AND ARE NOT TO BE SUBSTITUTED FOR CONTRACTORS QUANTITY TAKEOFFS.
 - THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
 - CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
 - SEE TRAFFIC CONTROL PLAN - MERCER ST. (SHEET 07)
 - SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.
 - FINISHED GRADE MUST BE NO HIGHER THAN EXISTING GRADE.



MATCHLINE = STA 17+50.00

Item # 7.

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21 September 2022

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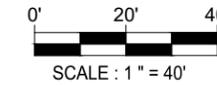
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PROJECT:
2022 ROAD MAINTENANCE PROJECT

SHEET TITLE:
PAVING PLAN MERCER STREET



LEGEND

- (A) REFL PAV MRK (W) (SLD) 4"
- (B) REFL PAV MRK (W) (BRK) 4"
- (C) REFL PAV MRK (W) (SLD) 8"
- (D) REFL PAV MRK (W) (SLD) 12"
- (E) REFL PAV MRK (W) (SLD) 24"
- (F) REFL PAV MRK (Y) (SLD) 4"
- (G) REFL PAV MRK (W) (ARROW)
- (H) REFL PAV MRKR TY II-A-A @ 20' C/C
- (I) REFL PAV MRKR TY I-C @ 20' C/C
- (J) REFL PAV MRK (W) (WORD)

--- EXISTING ROW

NOTES:

1. CONTRACTOR TO MATCH EXISTING GRADE, MAINTAIN EXISTING DRAINAGE CONTOURS & DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
3. CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
4. CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
5. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AREA UTILITY COMPANIES FOR EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
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11. SEE TRAFFIC CONTROL PLAN - MERCER ST. (SHEET 07)
12. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.
13. TY II TRAFFIC MARKINGS REQUIRED WEST OF RR12 WHERE PLACED ON EXISTING PAVEMENT.

GILPIN
ENGINEERING COMPANY

Item # 7.

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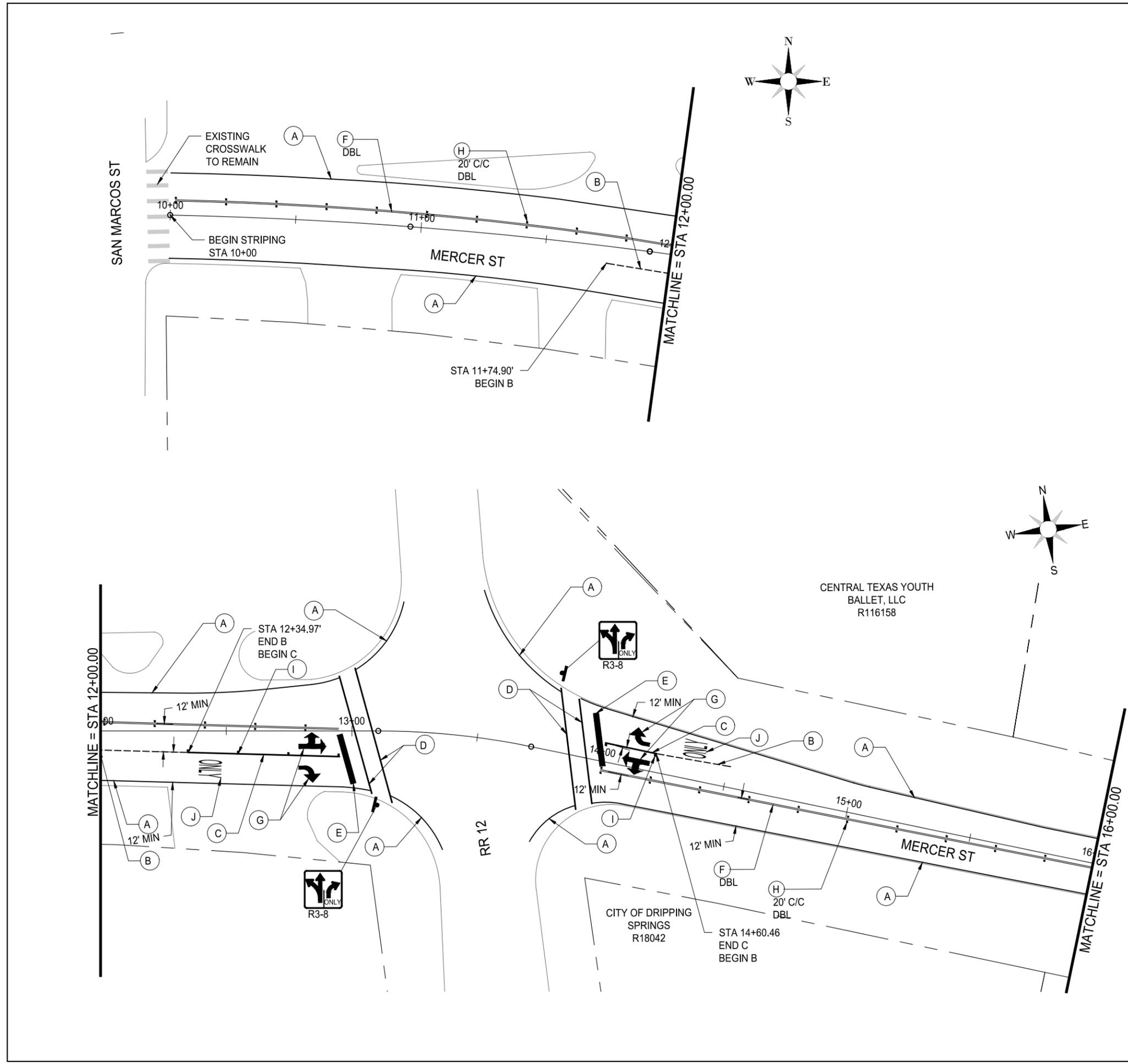
NO.	REVISION	DATE

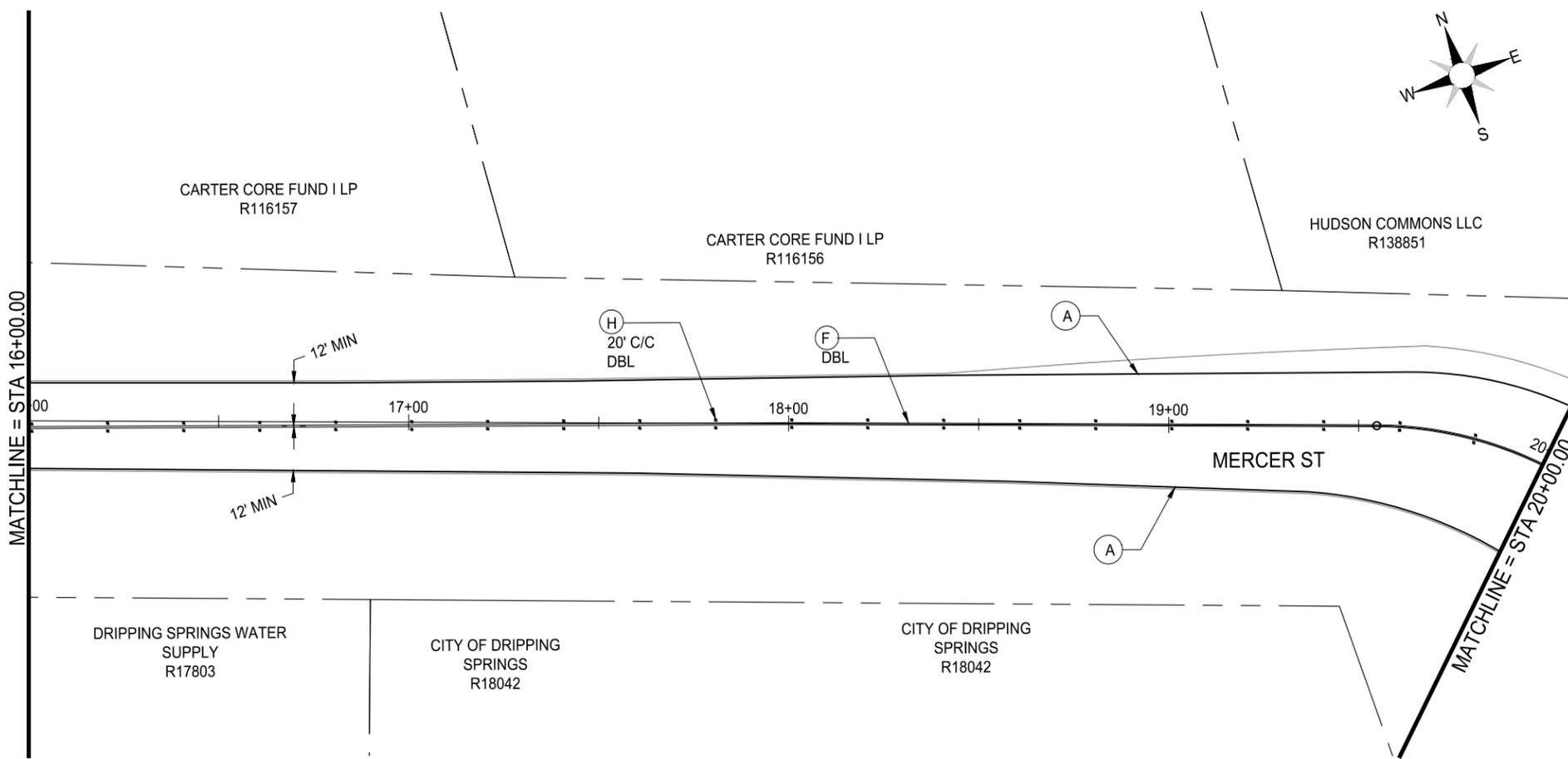
DATE: 09/21/2022
DESIGNED BY: RP
CHECKED BY: BRB
PROJ #: MAINT-2022-001



PROJECT:
2022 ROAD MAINTENANCE PROJECT

SHEET TITLE:
STRIPING PLAN 1





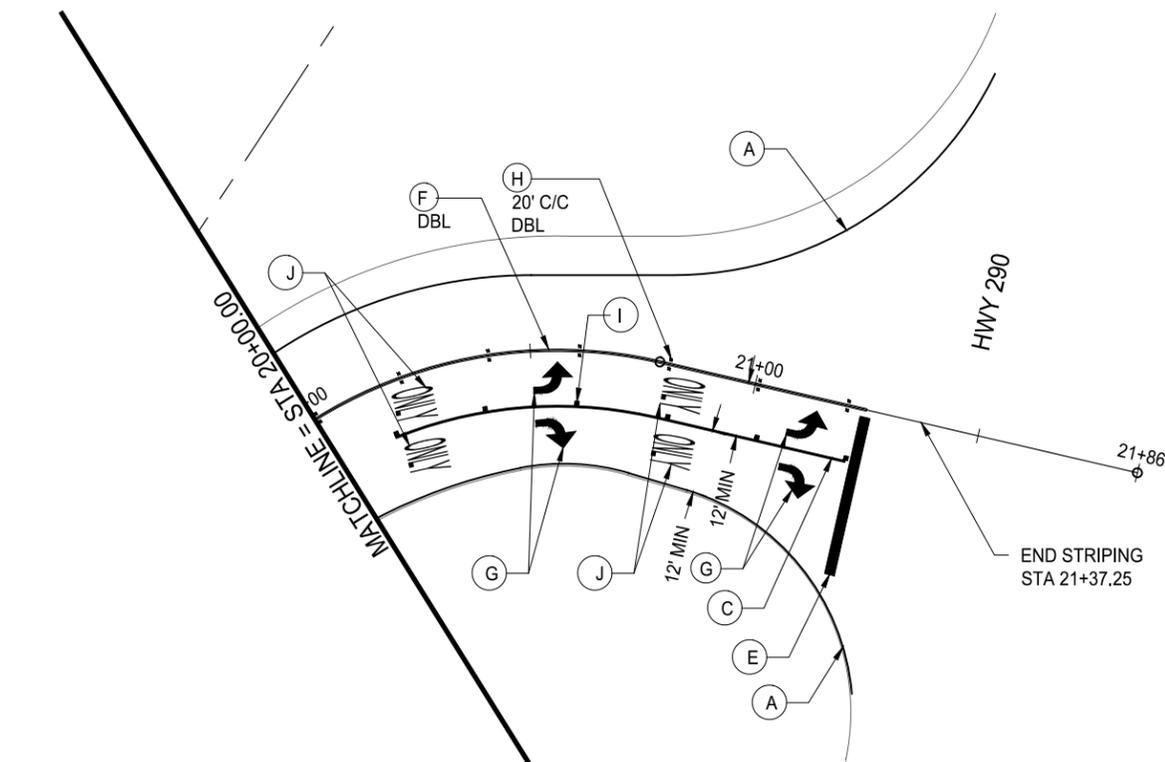
LEGEND

- (A) REFL PAV MRK (W) (SLD) 4"
- (B) REFL PAV MRK (W) (BRK) 4"
- (C) REFL PAV MRK (W) (SLD) 8"
- (D) REFL PAV MRK (W) (SLD) 12"
- (E) REFL PAV MRK (W) (SLD) 24"
- (F) REFL PAV MRK (Y) (SLD) 4"
- (G) REFL PAV MRK (W) (ARROW)
- (H) REFL PAV MRKR TY II-A-A @ 20' C/C
- (I) REFL PAV MRKR TY I-C @ 20' C/C
- (J) REFL PAV MRK (W) (WORD)

--- EXISTING ROW

NOTES:

1. CONTRACTOR TO MATCH EXISTING GRADE, MAINTAIN EXISTING DRAINAGE CONTOURS & DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
3. CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
4. CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
5. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AREA UTILITY COMPANIES FOR EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
6. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE RIGHT-OF-WAY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION FROM DESTRUCTION. CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AND OTHER NATURAL SURROUNDINGS. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED AS A RESULT OF THEIR OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO CONSTRUCTION.
7. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
8. THE ESTIMATED QUANTITIES PUBLISHED WITH THESE CONSTRUCTION DOCUMENTS ARE FURNISHED AS AN AID IN THE BIDDING PROCESS AND ARE NOT TO BE SUBSTITUTED FOR CONTRACTORS QUANTITY TAKEOFFS.
9. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
10. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
11. SEE TRAFFIC CONTROL PLAN - MERCER ST. (SHEET 07)
12. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.
13. TY II TRAFFIC MARKINGS REQUIRED WEST OF RR12 WHERE PLACED ON EXISTING PAVEMENT.



GILPIN
ENGINEERING COMPANY

Item # 7.

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

ENGINEER'S SEAL:

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REVISIONS:

NO.	REVISION	DATE

DATE: 09/21/2022
DESIGNED BY: RP
CHECKED BY: BRB
PROJ #: MAINT-2022-001



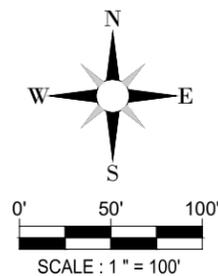
PROJECT:
2022 ROAD MAINTENANCE PROJECT

SHEET TITLE:
STRIPING PLAN 2

ENGINEER'S SEAL:



21 September 2022

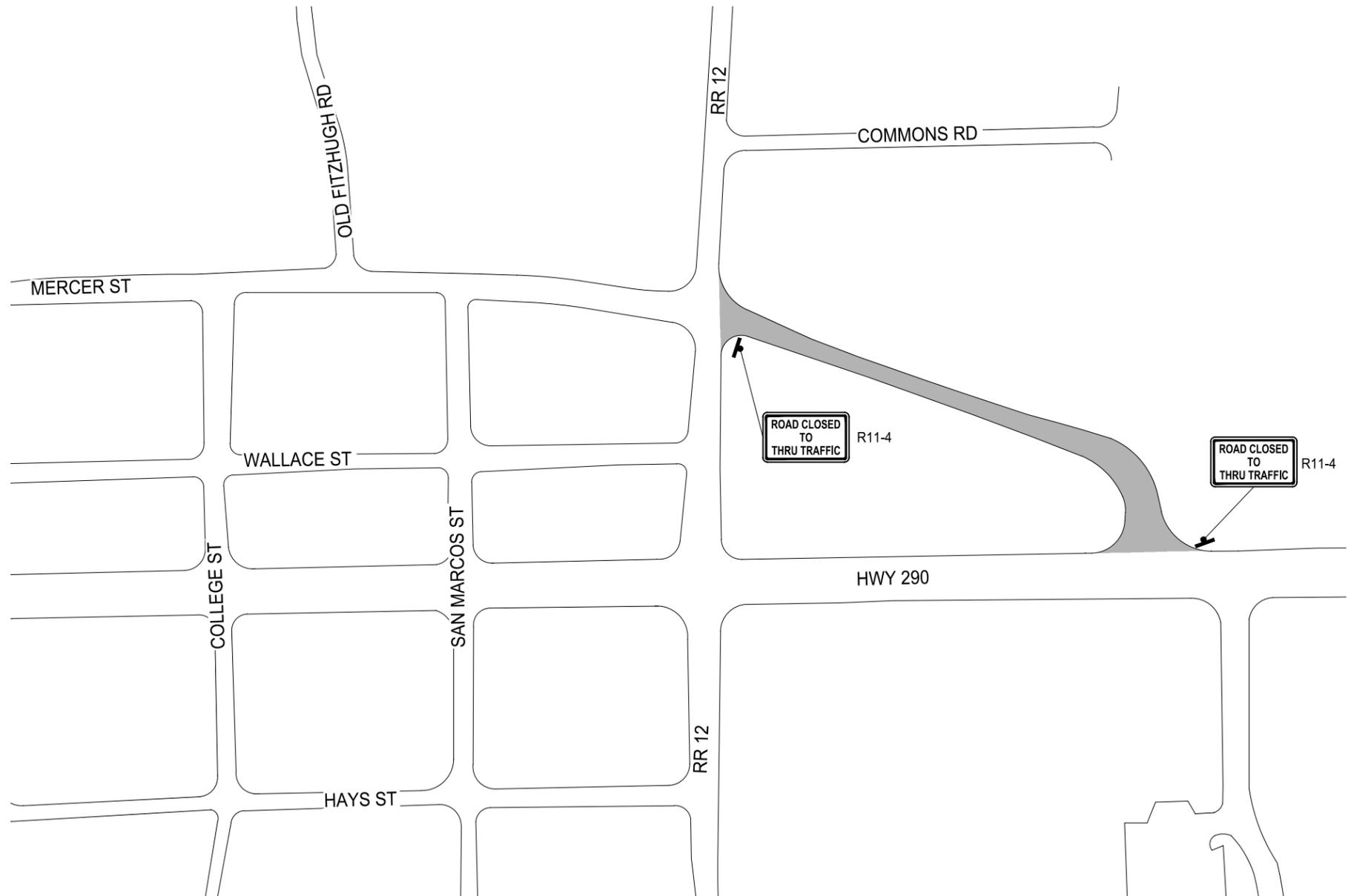


SCALE : 1" = 100'

LEGEND

- WORK ZONE
- SIGN

CODE	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED TO THRU TRAFFIC	60" X 30"	2



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 JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE

DATE: 09/21/2022
 DESIGNED BY: RP
 CHECKED BY: BRB
 PROJ #: MAINT-2022-001



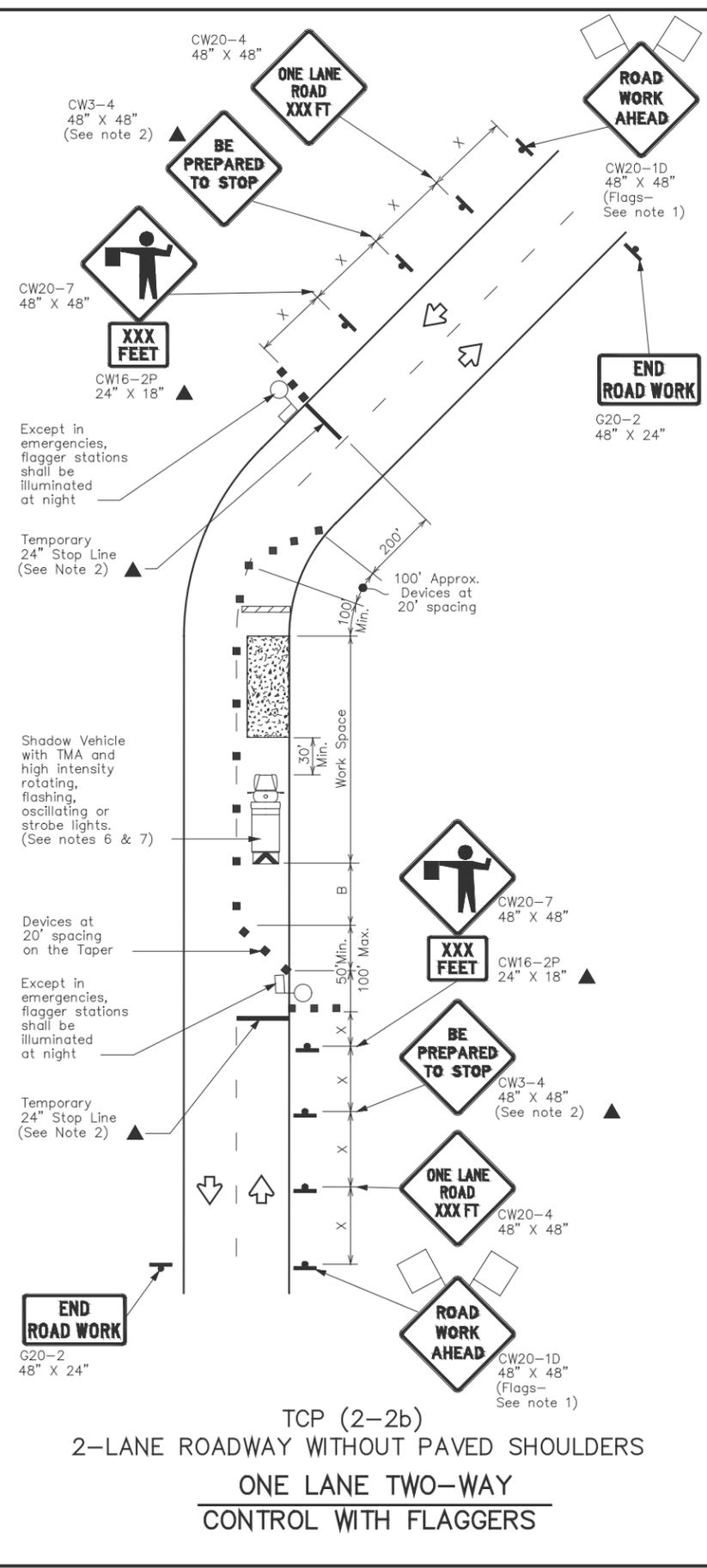
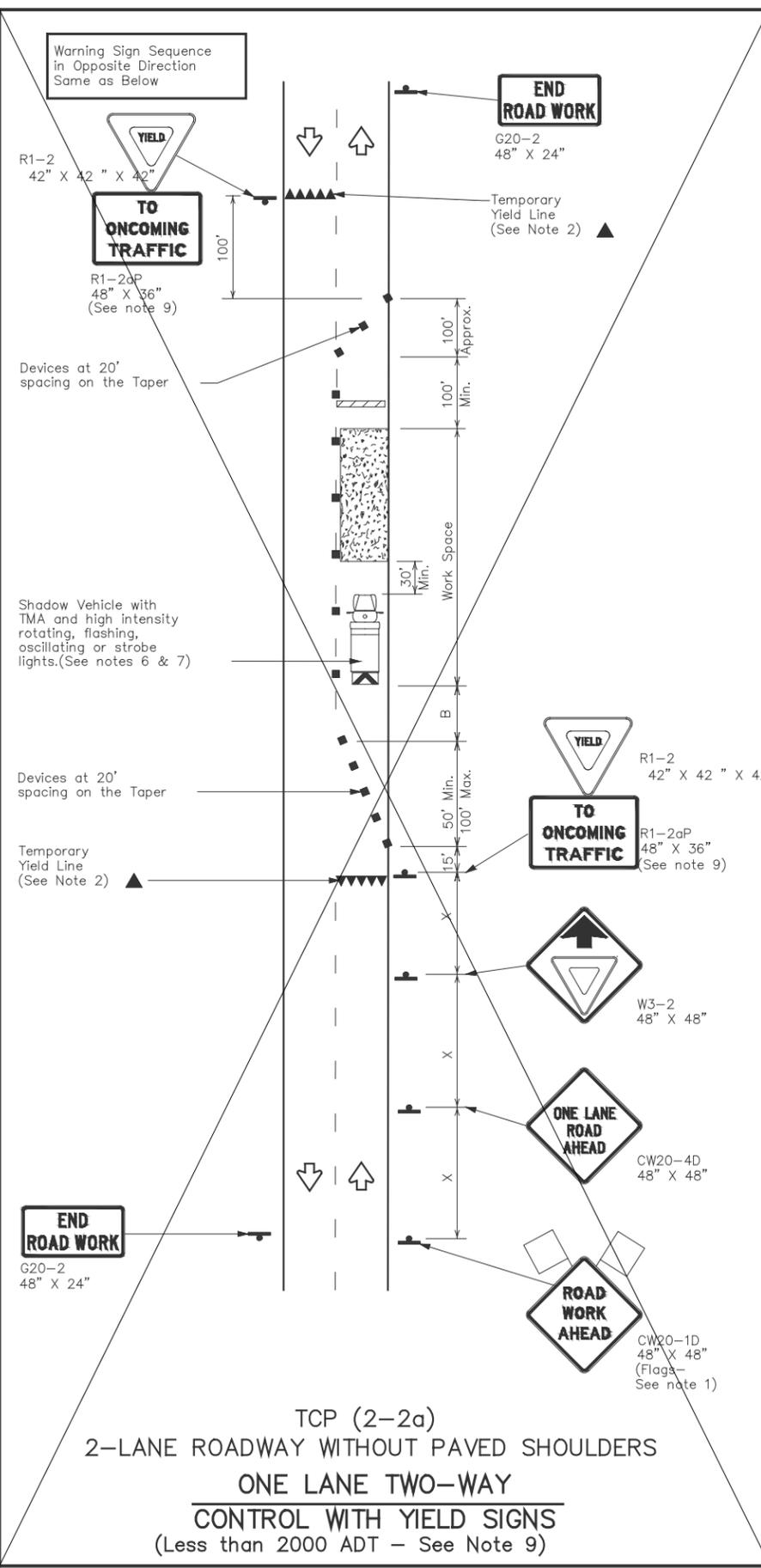
PROJECT:
**2022 ROAD
 MAINTENANCE
 PROJECT**

SHEET TITLE:
**TRAFFIC CONTROL
 PLAN
 MERCER STREET**

NOTES:

1. IMPLEMENT ONE-LANE, TWO-WAY TRAFFIC CONTROL IN ACCORDANCE WITH TCP(2-2b)-18.
2. ALL LANES SHALL BE OPENED TO TRAFFIC AT THE END OF EACH WORK DAY.
3. TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE A MINIMUM REQUIREMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS, BARRICADES, FLAGMEN OR OTHER TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC. ALL TRAFFIC CONTROLS SHALL BE COMPLIANT WITH CURRENT TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. THE CONTRACTOR MAY SUBMIT ALTERNATE TRAFFIC CONTROL PLANS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
5. ACCESS TO ALL DRIVES AND SIDE ROADS, BOTH PUBLIC AND PRIVATE, ARE TO BE MAINTAINED AT ALL TIMES.
6. IMPLEMENT TXDOT TCP(3-1)-13 TRAFFIC CONTROL FOR STRIPING OPERATIONS.

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LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

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

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
 - Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- TCP (2-2a)**
- The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.9. The R1-2aP "YIELD TO ONCOMING" mounting height.
- TCP (2-2b)**
- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
 - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

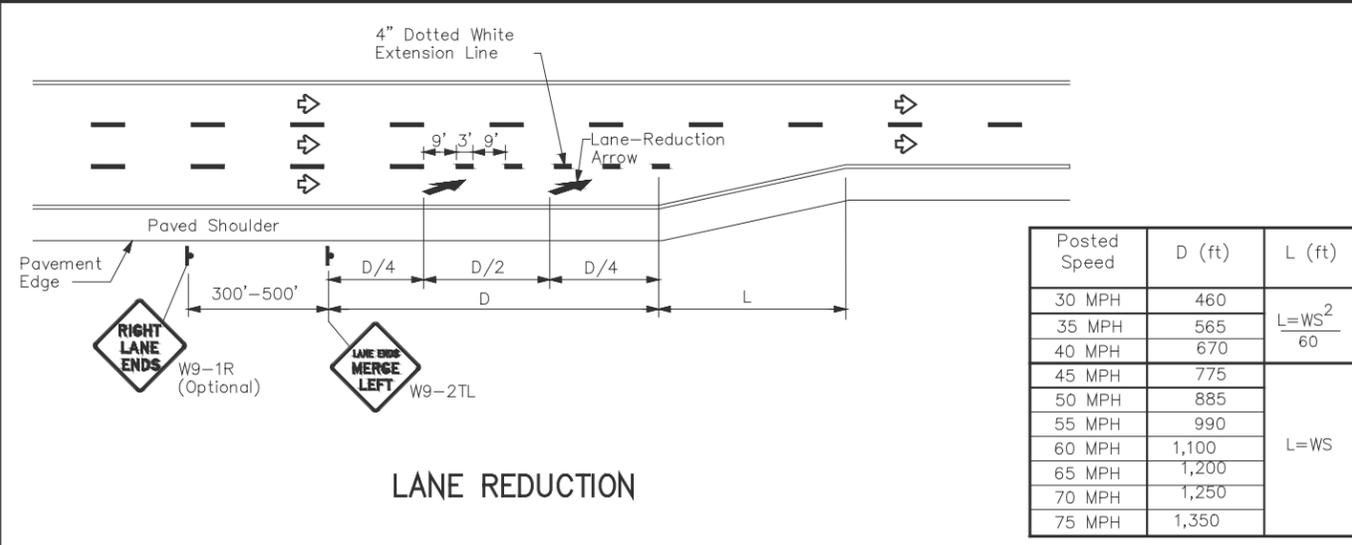
Texas Department of Transportation Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(2-2)-18

FILE: tcp2-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
8-95 3-03	REVISIONS			
1-97 2-12	DIST	COUNTY	SHEET NO.	
4-98 2-18			08 O	

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Posted Speed	D (ft)	L (ft)
30 MPH	460	$L = \frac{WS^2}{60}$
35 MPH	565	
40 MPH	670	L=WS
45 MPH	775	
50 MPH	885	
55 MPH	990	
60 MPH	1,100	
65 MPH	1,200	
70 MPH	1,250	
75 MPH	1,350	

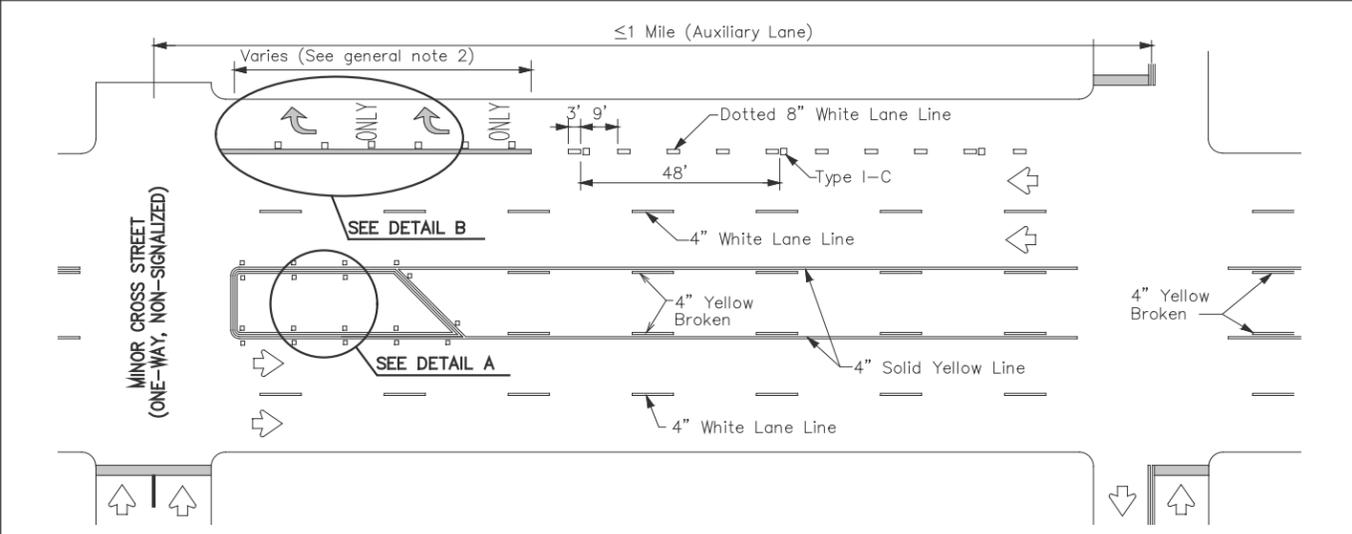
LANE REDUCTION

NOTES

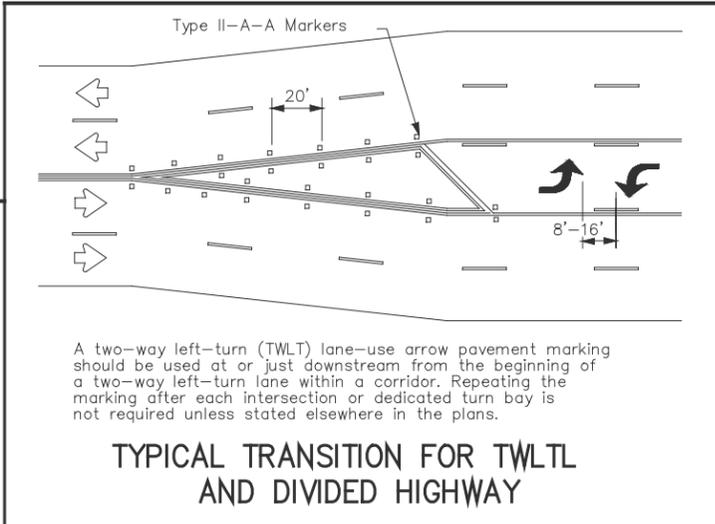
- Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of on-street parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TS2(PL) standard sheets.
- On divided highways, an additional W9-1R "RIGHT LANE ENDS" sign may be installed in the median aligned with the W9-1R sign on the right side of the highway.
- Lane reduction arrows are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
- For lane reductions on Freeways and Expressways, signing shall conform to the TxDOT Freeway Signing Handbook.

GENERAL NOTES

- Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas. 2. When lane-use words and arrow markings are used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
- Use raised pavement marker Type I-C with undivided highways, flush with the pavement surface.
- Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.



TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE

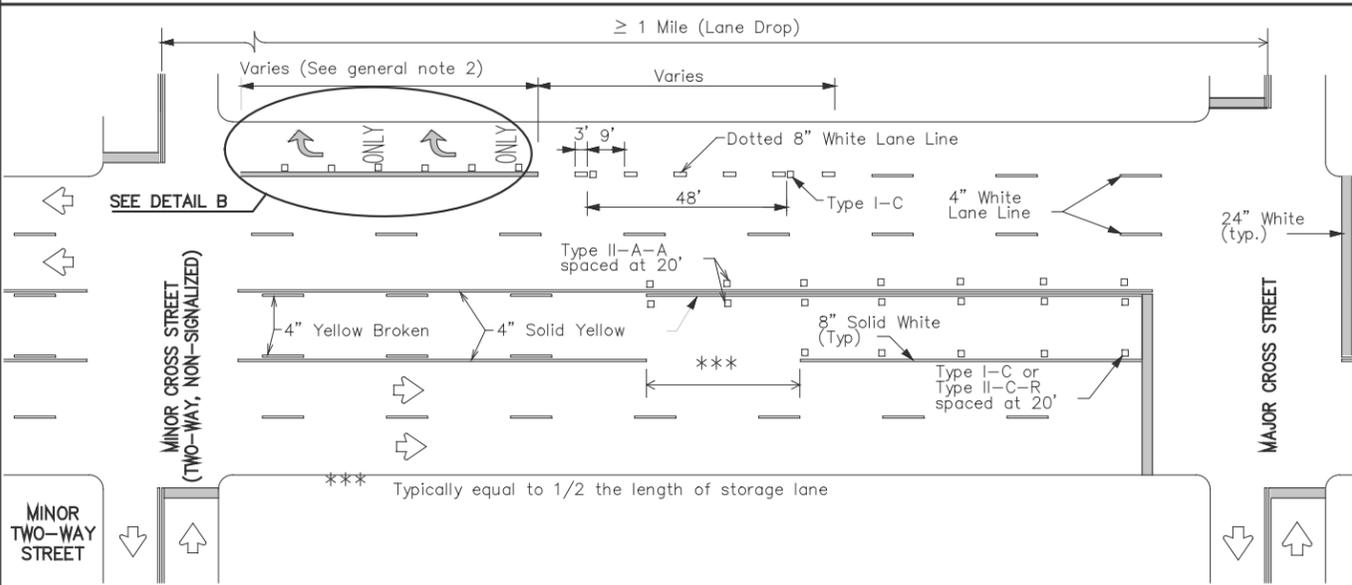


TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

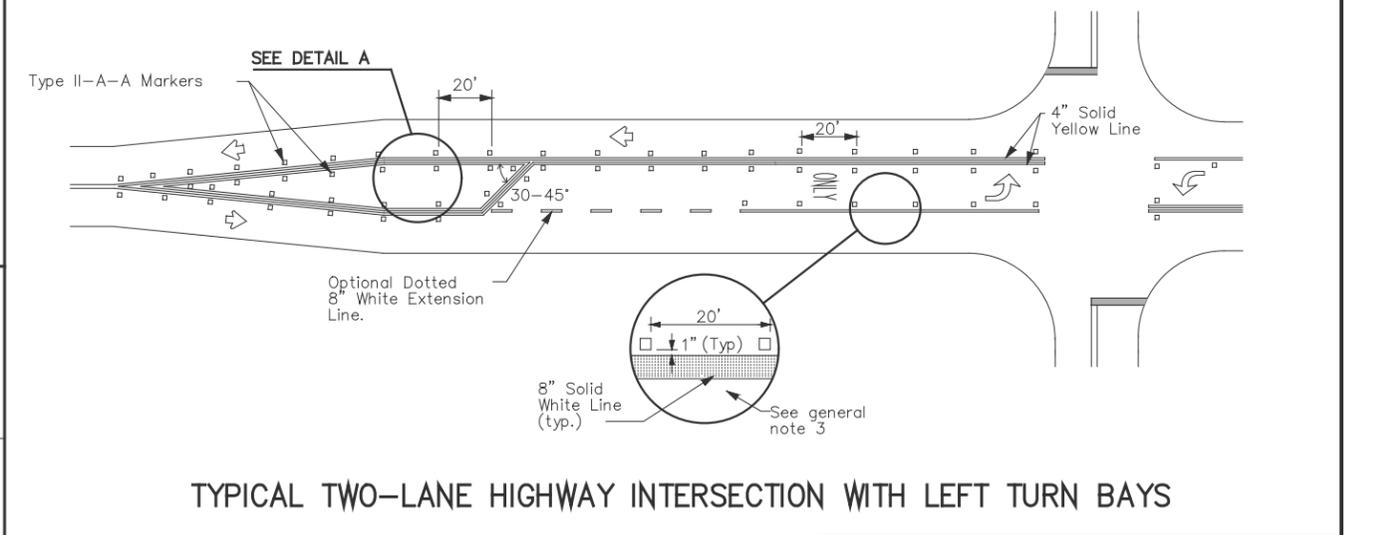
A two-way left-turn (TWLTL) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

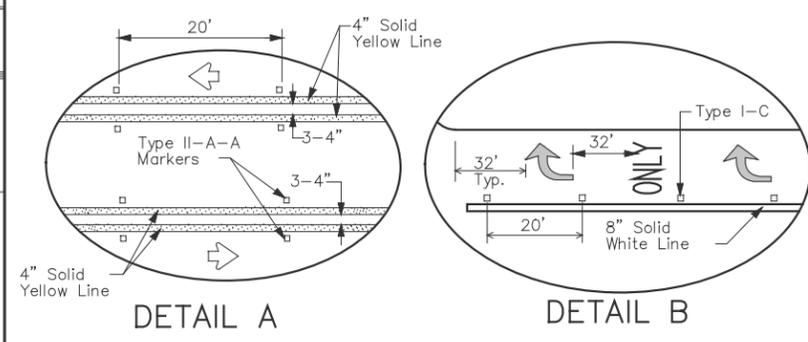
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS



DETAIL A

DETAIL B

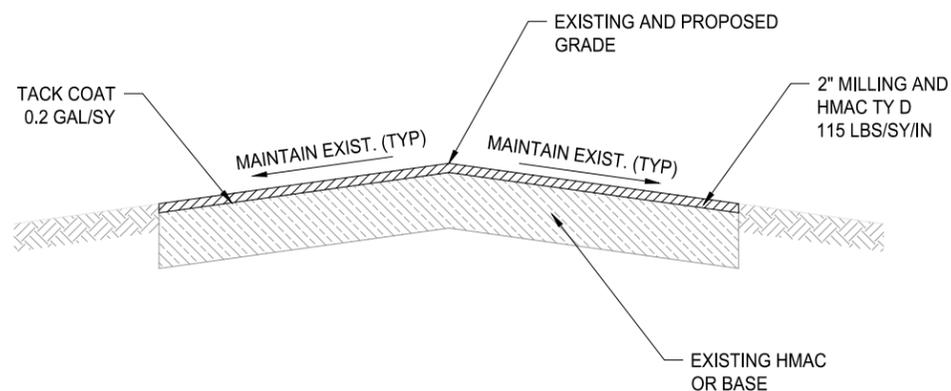
Texas Department of Transportation
Traffic Safety Division Standard

TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-20

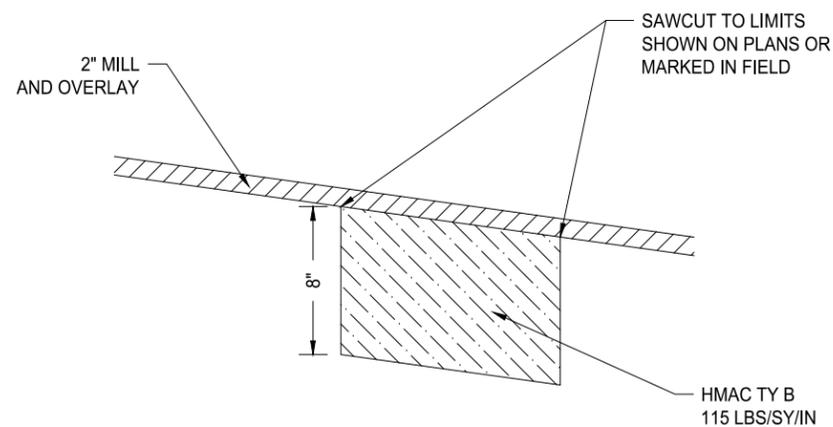
FILE: pm3-20.dgn	DN:	CK:	DW:	CK:
©TxDOT April 1998	CONT	SECT	JOB	HIGHWAY
5-00 2-10	REVISIONS			
8-00 2-12				
3-03 6-20				
	DIST	COUNTY	SHEET NO.	
			09 OF 09	

DATE: FILE:

ENGINEER'S SEAL:



1 MILL AND OVERLAY DETAIL
 N.T.S.



2 FULL DEPTH REPAIR DETAIL
 N.T.S.

SEQUENCE OF CONSTRUCTION:

1. INSTALL TRAFFIC CONTROL DEVICES PER PLANS AND TEXAS MUTCD STANDARDS.
2. MILL EXISTING HMAC TO THE LIMITS SHOWN ON THE PLANS.
3. PERFORM FULL-DEPTH PAVEMENT REPAIRS TO THE LIMITS SHOWN ON THE PLANS.
4. APPLY TACK COAT TO ALL AREAS OUTSIDE OF THE FULL-DEPTH PAVEMENT REPAIRS.
5. PLACE HMAC SURFACE COURSE TO THE LIMITS SHOWN ON THE PLANS.
6. PERFORM SURFACE PREPARATION FOR PAVEMENT MARKINGS PER SPECIFICATIONS. ALLOW 7 DAYS FOR TY II MARKINGS TO CURE PRIOR TO INSTALLING TY I MARKINGS.
7. INSTALL TY II MARKINGS AND SIGNS AS SHOWN ON THE PLANS.
8. REMOVE TRAFFIC CONTROL DEVICES AND OPEN ALL LANES TO TRAFFIC.

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REVISIONS:

NO.	REVISION	DATE

DATE: 09/21/2022
 DESIGNED BY: RP
 CHECKED BY: BRB
 PROJ #: MAINT-2022-001



PROJECT:

2022 ROAD
 MAINTENANCE
 PROJECT

SHEET TITLE:

PAVING DETAILS

ADDENDUM NO. 1

Project: **2022 ROAD MAINTENANCE PROJECT**
 Owner: **City of Dripping Springs Texas**
 Engineer: **B. Ryan Bell, P.E. – Project Engineer**
 Date: **October 3, 2022**



B. R. Bell

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS**I. General**

All bidder questions must be submitted in writing via email to Chad Gilpin, P.E., City Engineer, CGilpin@cityofdrippingsprings.com no later than 5:00 p.m. on Friday, October 7, 2022.

II. Contract Documents and Specifications:**Section B-1 BID FORM -**

REPLACE – Bid form in its entirety with the bid form attached to this addendum.

III. Construction Plan Revisions:**Sheet 1 of 14 – COVERSHEET**

REPLACE – Index of sheets with updated index to include additional sign mounting details.

Sheet 3 of 14 – SCHEDULE OF QUANTITIES

REPLACE – Quantity table with updated quantities.

Sheet 10 of 14 – PAVING DETAILS

REPLACE – Sheet with the attached version.

Sheet 11 of 14 – SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS SMD(GEN)-08

ADD – New sheet

Sheet 12 of 14 – SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-1)-08

ADD – New sheet

Sheet 13 of 14 – SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-2)-08

ADD – New sheet

Sheet 14 of 14 – SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-3)-08

ADD – New sheet

IV. Contractor Questions

1. **QUESTION:** *When will the NTP be provided to begin work on this project?*

RESPONSE: This bid is anticipated for Council approval on November 1, 2022. The NTP is expected to be issued on November 2, 2022.

2. **QUESTION:** *The rate for the Tack Coat is shown on the plans as .20 GAL/SY which is very heavy (this is the rate for a Prime Coat on flex base). According to the HAYS County Specs the TACK COAT shall conform to COA 307S, "Tack Coat" which specifies the following: "The asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor, so operated as to distribute the tack coat at a rate not to exceed 0.10 gallon per square yard (0.45 liters per square meter) of surface, evenly and smoothly with sufficient pressure to provide proper distribution". This pay item is bid by the SY so there will not be a price adjustment for rate adjustments (FYI), we would prefer to see it by the gallon in accordance with TxDOT Specifications so the City will only pay for what is used on the project. Also note, that Tack Coat will need to be applied to the entire area of the overlay which is 3,208 SY (x .10 rate = 321 gallons), Pay Item 4 on the bid form is showing 2,568 SY. Can this be reviewed and corrected?*

RESPONSE: The tack coat rate has been changed to 0.1 GAL/SY in the plans. Quantities have been updated to be shown in units of gallons instead of square yards. The tack coat quantity has been updated to be applied to the entire area of the overlay.

3. **QUESTION:** *We are comparing TxDOT Item 340 to Hays County Specifications, please confirm the most current Hays County Specification is dated May 13, 2019 (we obtained this from the Hays County Website: <https://hayscountytexas.com/departments/transportation-department/standards-specs/>).*

RESPONSE: We have confirmed that the most current Hays County Specification is dated May 13, 2019.

4. **QUESTION:** *The current HAYS County specification references item TxDOT specification for Item 344 which is a super pave mix design. Is the HMAC specification for this project*

Dense Graded Mix (Item 340) or Superpave Mix (Item 344). If you want us to provide asphalt per Item 344, please provide the correct pay items to remedy this conflict.

RESPONSE: The HMAC specification for this project is Dense Graded Mix (Item 340). We have removed the note on the plans which stated "WHERE BOTH HAYS COUNTY AND TXDOT SPECIFICATIONS ARE NAMED IN THE SCHEDULE OF QUANTITIES ABOVE THE DIRECTION PROVIDED BY THE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE WHERE IN CONFLICT WITH THE TXDOT SPEC ITEM. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE," to avoid confusion.

5. QUESTION: *Can you clarify the intent and scope of work for bid Item 1 PREPARING ROW – 12 STA?*

RESPONSE: Bid item has been deleted. Please see attached revised bid form.

6. QUESTION: *Do you have a detail for Bid Item #9 644-6001 IN SM RD SN SUP&AM TY10BWG(1)SA(P)? Are these for the R3-8 signs shown on 5 of 10 at the intersection of RR 12 & Mercer Street?*

RESPONSE: Details have been added to describe bid item 644-6001 IN SM RD SN SUP&AM TY10BWG(1)SA(P). See sheets 11-14.

7. QUESTION: *Can you check that the quantity for Pavement Marking Elimination pay items (677) are only for the West side of Mercer Street (from RR 12)? We won't need them on the East side where we are milling?*

RESPONSE: The elimination quantities have been updated to only include quantities on the west side of Mercer Street.

8. QUESTION: *Do you want the contractor to provide 2 PCMS (Portable Changeable Message Signs) for the project or does the city have any they can dedicate for the project; are PCMS units required in addition to project limit signage?*

RESPONSE: No. This will not be necessary.

V. Attachments:

This Addendum contains 13 page(s) of attachment(s).

- Project Manual Section B-1 Bid Form (6 Pages)
- Plan Sheet Revisions (7 Pages):
 - Sheet 1 of 14 – COVER SHEET
 - Sheet 3 of 14 – SCHEDULE OF QUANTITIES
 - Sheet 10 of 14 – PAVING DETAILS

- Sheet 11 of 14 – SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS SMD(GEN)-08
- Sheet 12 of 14 – SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-1)-08
- Sheet 13 of 14 – SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-2)-08
- Sheet 14 of 14 – SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-3)-08

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revisions By:

B. Ryan Bell, PE
Project Engineer

Project: 2022 ROAD MAINTENANCE PROJECT

THIS BID IS SUBMITTED TO:

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

FROM: _____
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **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.:	<u>Addendum #1</u>	Dated:	<u>10-3-22</u>
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 _____, 2022.

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.

BIDDER will complete the Work for the following prices:

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	0340 6011	D-GR HMA(SQ) TY-B PG64-22 for _____ dollars and _____ cents PER SQUARE YARD	SY	640	\$ _____	\$ _____
2	0340 6122	D-GR HMA(SQ) TY-D PG70-22 for _____ dollars and _____ cents PER SQUARE YARD	SY	3,208	\$ _____	\$ _____
3	0340 6272	TACK COAT for _____ dollars and _____ cents PER SQUARE YARD	GAL	321	\$ _____	\$ _____
4	0351 6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR for _____ dollars and _____ cents PER SQUARE YARD	SY	640	\$ _____	\$ _____
5	0354 6002	PLAN & TEXT ASPH. CONC PAV (0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	3,208	\$ _____	\$ _____
6	0500 6001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ _____	\$ _____
7	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING for _____ dollars and _____ cents PER MONTH	MO	1	\$ _____	\$ _____
8	0644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P) for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____
9	0666 6012	REFL PAV MRK TY I (W) 4"(SLD)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	2,265	\$ _____	\$ _____
10	0666 6036	REFL PAV MRK TY I (W) 8"(SLD)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	180	\$ _____	\$ _____
11	0666 6042	REFL PAV MRK TY I (W) 12"(SLD)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	193	\$ _____	\$ _____

BIDDER will complete the Work for the following prices:

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
12	0666 6048	REFL PAV MRK TY I (W) 24"(SLD)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	76	\$ _____	\$ _____
13	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100 MIL) for _____ dollars and _____ cents PER EACH	EA	8	\$ _____	\$ _____
14	0666 6078	REFL PAV MRK TY I (W)(WORD)(SLD)(100 MIL) for _____ dollars and _____ cents PER EACH	EA	6	\$ _____	\$ _____
15	0666 6126	REFL PAV MRK TY I (Y) 4"(SLD)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	2,035	\$ _____	\$ _____
16	0666 6167	REFL PAV MRK TY II (W) 4"(BRK) for _____ dollars and _____ cents PER LINEAR FOOT	LF	15	\$ _____	\$ _____
17	0666 6170	REFL PAV MRK TY II (W) 4"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	668	\$ _____	\$ _____
18	0666 6178	REFL PAV MRK TY II (W) 8"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	60	\$ _____	\$ _____
19	0666 6180	REFL PAV MRK TY II (W) 12"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	104	\$ _____	\$ _____
20	0666 6182	REFL PAV MRK TY II (W) 24"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	20	\$ _____	\$ _____
21	0666 6184	REFL PAV MRK TY II (W)(ARROW) for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____
22	0666 6192	REFL PAV MRK TY II (W)(WORD)(SLD) for _____ dollars and _____ cents PER EACH	EA	1	\$ _____	\$ _____
23	0666 6207	REFL PAV MRK TY II (Y) 4"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	586	\$ _____	\$ _____

BIDDER will complete the Work for the following prices:

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
24	0666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	23	\$ _____	\$ _____
25	0672 6007	REFL PAV MRKR TY I-C for _____ dollars and _____ cents PER EACH	EA	12	\$ _____	\$ _____
26	0672 6009	REFL PAV MRKR TY II-A-A for _____ dollars and _____ cents PER EACH	EA	104	\$ _____	\$ _____
27	0677 6001	ELIM EXT PAV MRK & MRKS (4") for _____ dollars and _____ cents PER LINEAR FOOT	LF	1,269	\$ _____	\$ _____
28	0677 6003	ELIM EXT PAV MRK & MRKS (8") for _____ dollars and _____ cents PER LINEAR FOOT	LF	60	\$ _____	\$ _____
29	0677 6007	ELIM EXT PAV MRK & MRKS (24") for _____ dollars and _____ cents PER LINEAR FOOT	LF	20	\$ _____	\$ _____
30	0677 6008	ELIM EXT PAV MRK & MRKS (ARROW) for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____
31	0677 6012	ELIM EXT PAV MRK & MRKS (WORD) for _____ dollars and _____ cents PER EACH	EA	1	\$ _____	\$ _____

TOTAL BID (BID ITEMS 1-31)						
		for _____ dollars and _____ cents			\$ _____	\$ _____

CONSTRUCTION PLANS 2022 ROAD MAINTENANCE PROJECT

OCTOBER 2022

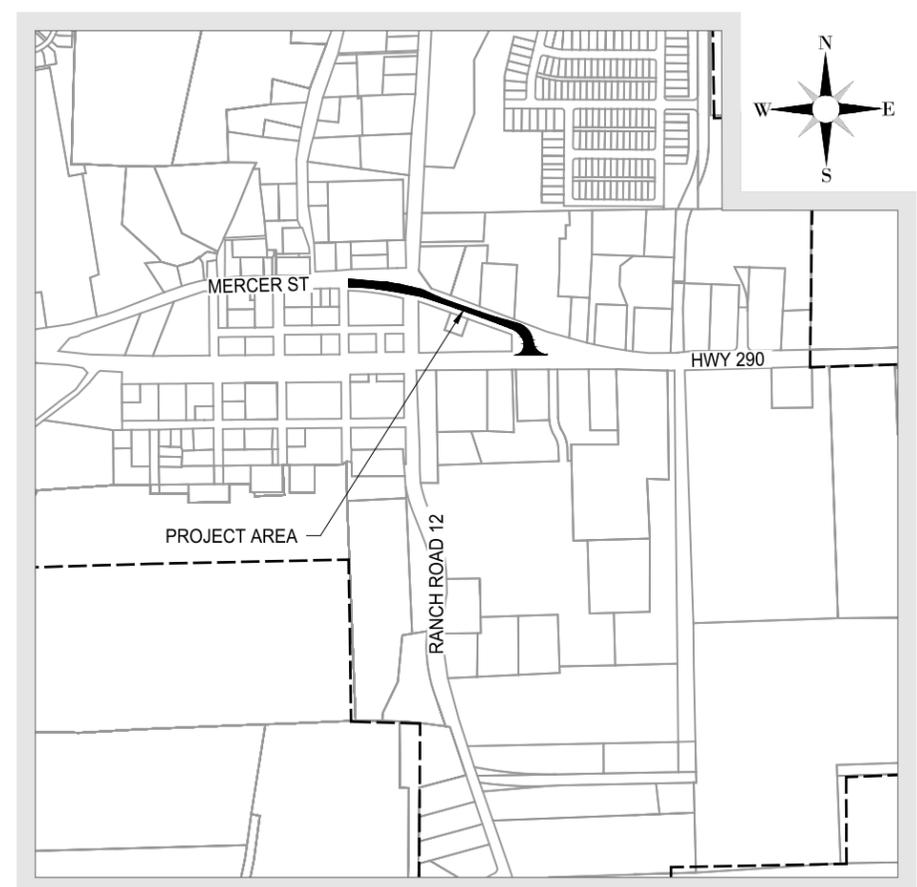
PROJECT # MAINT 2022-001

WORK TYPE: MILL & OVERLAY, FULL DEPTH REPAIR, AND PAVEMENT MARKINGS
PROJECT LENGTH: 1,140 LF

INDEX OF SHEETS

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET
02	GENERAL NOTES
03	SOQ
04	PAVING PLAN - MERCER ST
05	STRIPING PLAN - MERCER ST 1
06	STRIPING PLAN - MERCER ST 2
07	TRAFFIC CONTROL PLAN - MERCER ST
08	TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL TCP(2-2)-18
09	TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-20
10	PAVING DETAILS
11	SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS SMD(GEN)-08
12	SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-1)-08
13	SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-2)-08
14	SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM SMD(SLIP-3)-08

REVISION BLOCK					
NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE
1	ADDENDUM 1	3, 10-14	10/03/2022		



APPROX. SCALE: 1" = 1,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS



PREPARED BY:

B.R. Bell

B. RYAN BELL, P.E.



03 OCTOBER 2022
DATE

RECOMMENDED BY:

Chad Gilpin

CHAD GILPIN, P.E. - CITY ENGINEER

10/3/22
DATE

APPROVED BY:

CRAIG RICE, MAINTENANCE DIRECTOR

DATE

CONTRACTOR: _____
CONSTRUCTION START: _____
CONSTRUCTION ACCEPTED: _____
TOTAL CONSTRUCTION COST: _____

PREPARED BY:



T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LN, SUITE 203
AUSTIN, TX 78748
PH: 512.220.8100

NOTES:

1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. A PORTION OF THIS PROJECT LIES WITHIN ZONE AE AS IDENTIFIED BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
5. RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.

THESE PLANS ARE FULL SIZE AT 11" X 17"

SCHEDULE OF QUANTITIES:

TxDOT SPEC	ITEM DESCRIPTION	UNITS	QTY
0340 6011	D-GR HMA(SQ) TY-B PG64-22	SY	640
0340 6122	D-GR HMA(SQ) TY-D PG70-22	SY	3208
0340 6272	TACK COAT	GAL	321
0351 6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR	SY	640
0354 6002	PLAN & TEXT ASPH. CONC PAV (0" TO 2")	SY	3208
0500 6001	MOBILIZATION	LS	1
0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	1
0644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2
0666 6012	REFL PAV MRK TY I (W) 4"(SLD)(100 MIL)	LF	2265
0666 6036	REFL PAV MRK TY I (W) 8"(SLD)(100 MIL)	LF	180
0666 6042	REFL PAV MRK TY I (W) 12"(SLD)(100 MIL)	LF	193
0666 6048	REFL PAV MRK TY I (W) 24"(SLD)(100 MIL)	LF	76
0666 6054	REFL PAV MRK TY I (W)(ARROW)(100 MIL)	EA	8
0666 6078	REFL PAV MRK TY I (W)(WORD)(SLD)(100 MIL)	EA	6
0666 6126	REFL PAV MRK TY I (Y) 4"(SLD)(100 MIL)	LF	2035
0666 6167	REFL PAV MRK TY II (W) 4"(BRK)	LF	15
0666 6170	REFL PAV MRK TY II (W) 4"(SLD)	LF	668
0666 6178	REFL PAV MRK TY II (W) 8"(SLD)	LF	60
0666 6180	REFL PAV MRK TY II (W) 12"(SLD)	LF	104
0666 6182	REFL PAV MRK TY II (W) 24"(SLD)	LF	20
0666 6184	REFL PAV MRK TY II (W)(ARROW)	EA	2
0666 6192	REFL PAV MRK TY II (W)(WORD)(SLD)	EA	1
0666 6207	REFL PAV MRK TY II (Y) 4"(SLD)	LF	586
0666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	23
0672 6007	REFL PAV MRKR TY I-C	EA	12
0672 6009	REFL PAV MRKR TY II-A-A	EA	104
0677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	1269
0677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	60
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	20
0677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	2
0677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	1

*TxDOT ITEM 0678, PAVEMENT SURFACE PREPARATION FOR MARKINGS IS SUBSIDIARY TO APPLICABLE BID ITEMS. NO SEPARATE PAYMENT WILL BE MADE FOR PAVEMENT SURFACE PREPARATION

1

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE BOTH HAYS COUNTY AND TxDOT SPECIFICATIONS ARE NAMED IN THE SCHEDULE OF QUANTITIES ABOVE THE DIRECTION PROVIDED BY THE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE WHERE IN CONFLICT WITH THE TxDOT SPEC ITEM. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TxDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

1

THERE WILL BE NO SEPARATE PAY ITEM FOR TEMPORARY WATER FOR IRRIGATION AND ESTABLISHMENT OF GRASSES. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

TxDOT ITEM 340 / HAYS CO. ITEM 6.00 - HOT MIX ASPHALT CONCRETE PAVEMENT

HMAC SHALL BE APPLIED AT THE FOLLOWING RATES:

HMAC TY B	115 LB/SY/IN
HMAC TY D	115 LB/SY/IN
TACK COAT	0.1 GAL/SY

1

TxDOT ITEM 132 - EMBANKMENT

ITEM SHALL BE PAID BY STATION ALONG AREA OF SUBGRADE WIDENING.



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

ENGINEER'S SEAL:



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

REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM 1	10/03/2022

DATE: 10/03/2022
DESIGNED BY: RP
CHECKED BY: BRB
PROJ #: MAINT-2022-001



PROJECT:

2022 ROAD MAINTENANCE PROJECT

SHEET TITLE:

SCHEDULE OF QUANTITIES

ENGINEER'S SEAL:



3 October 2022

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REVISIONS:

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1	ADDENDUM 1	10/03/2022

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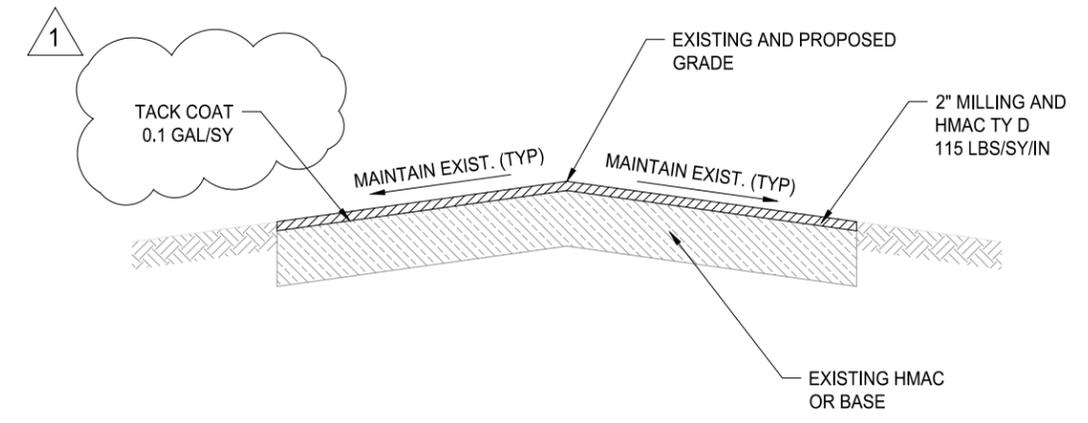


PROJECT:

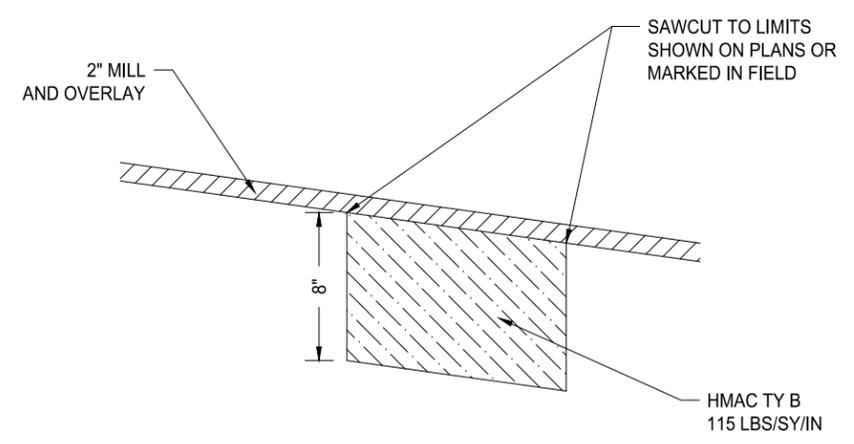
2022 ROAD
MAINTENANCE
PROJECT

SHEET TITLE:

PAVING DETAILS



1 MILL AND OVERLAY DETAIL
N.T.S.



2 FULL DEPTH REPAIR DETAIL
N.T.S.

SEQUENCE OF CONSTRUCTION:

1. INSTALL TRAFFIC CONTROL DEVICES PER PLANS AND TEXAS MUTCD STANDARDS.
2. MILL EXISTING HMAC TO THE LIMITS SHOWN ON THE PLANS.
3. PERFORM FULL-DEPTH PAVEMENT REPAIRS TO THE LIMITS SHOWN ON THE PLANS.
4. APPLY TACK COAT TO ALL AREAS OUTSIDE OF THE FULL-DEPTH PAVEMENT REPAIRS.
5. PLACE HMAC SURFACE COURSE TO THE LIMITS SHOWN ON THE PLANS.
6. PERFORM SURFACE PREPARATION FOR PAVEMENT MARKINGS PER SPECIFICATIONS. ALLOW 7 DAYS FOR TY II MARKINGS TO CURE PRIOR TO INSTALLING TY I MARKINGS.
7. INSTALL TY II MARKINGS AND SIGNS AS SHOWN ON THE PLANS.
8. REMOVE TRAFFIC CONTROL DEVICES AND OPEN ALL LANES TO TRAFFIC.

SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)
SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

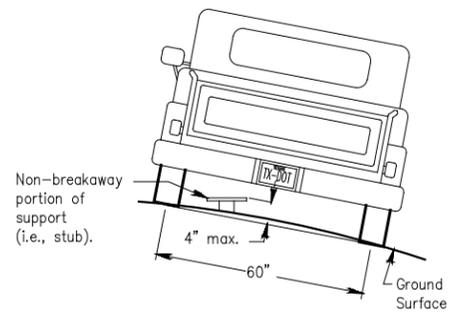
Post Type
 FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
 TWT = Thin-Walled Tubing (see SMD(TWT))
 10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
 S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

Anchor Type
 UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
 UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
 WS = Wedge Anchor Steel - (see SMD(TWT))
 WP = Wedge Anchor Plastic (see SMD(TWT))
 SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
 SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation
 P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
 T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
 U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
 IF REQUIRED
 1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
 BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
 WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
 EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

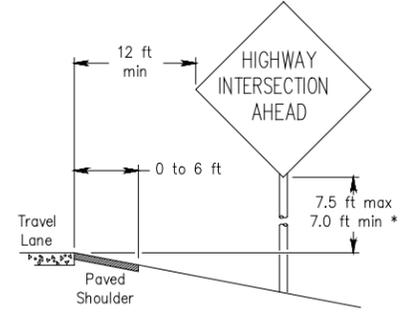
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

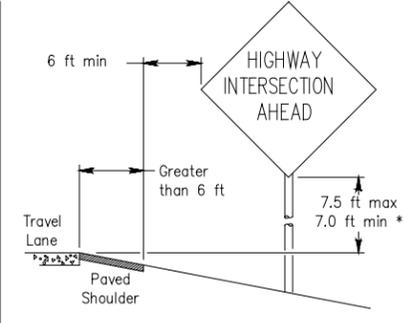
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

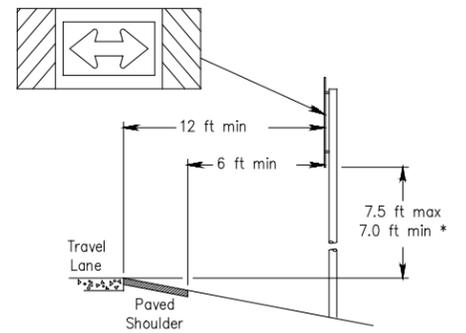
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



GREATER THAN 6 FT. WIDE

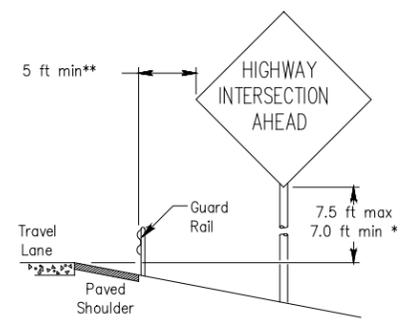
When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

T-INTERSECTION

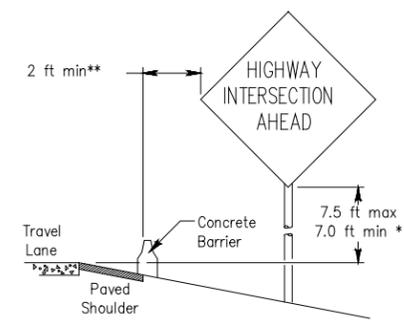


When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.

BEHIND BARRIER



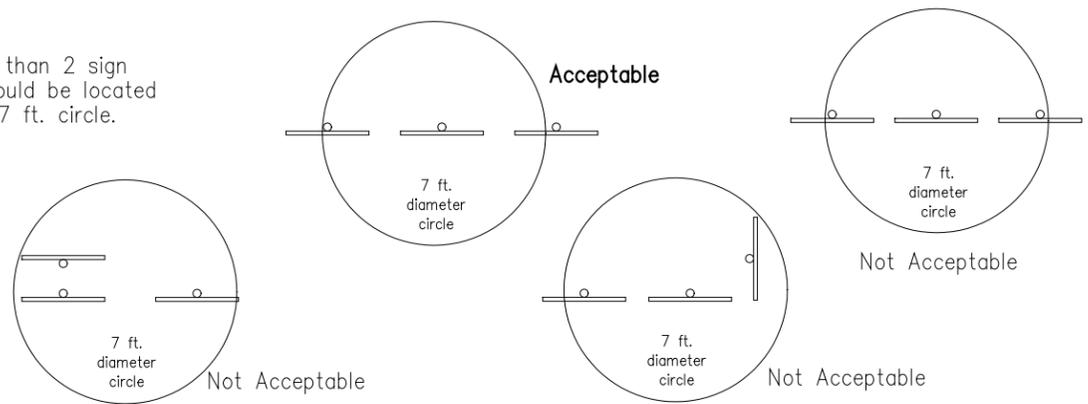
BEHIND GUARDRAIL



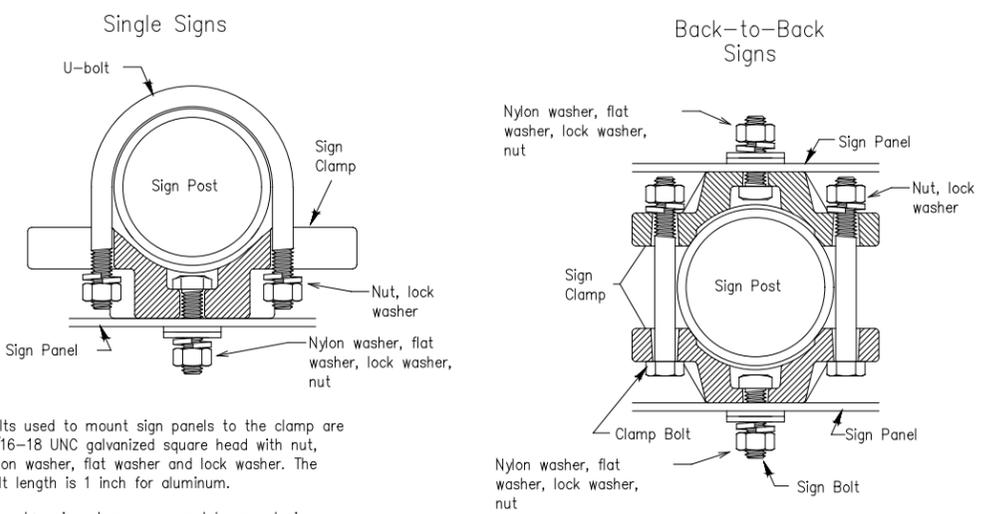
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

No more than 2 sign posts should be located within a 7 ft. circle.



TYPICAL SIGN ATTACHMENT DETAIL



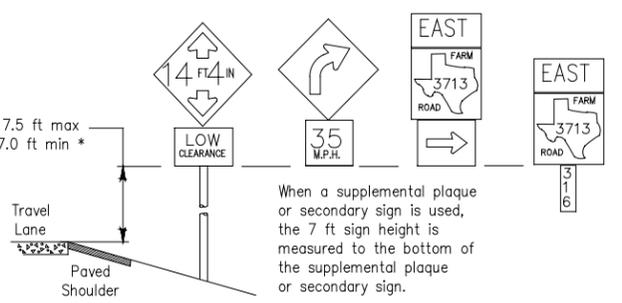
Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

Sign clamps may be either the specific size clamp or the universal clamp.

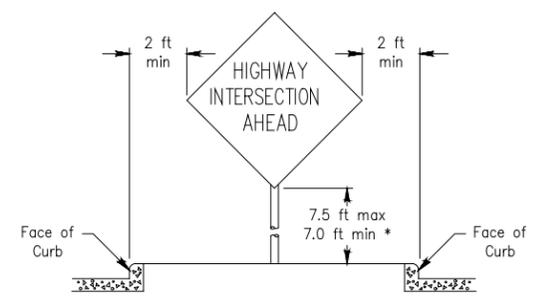
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES

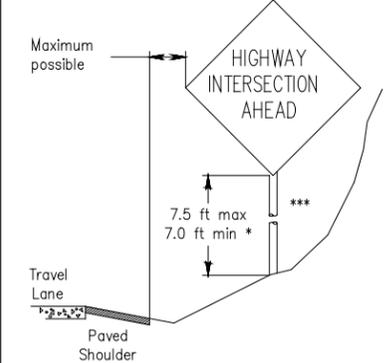


When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY (When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

* Signs shall be mounted using the following condition that results in the greatest sign elevation:

- a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or
- a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
<http://www.txdot.gov/publications/traffic.htm>

Texas Department of Transportation
 Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

©TxDOT July 2002
 9-08 REVISIONS

DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY	SHEET	11 C

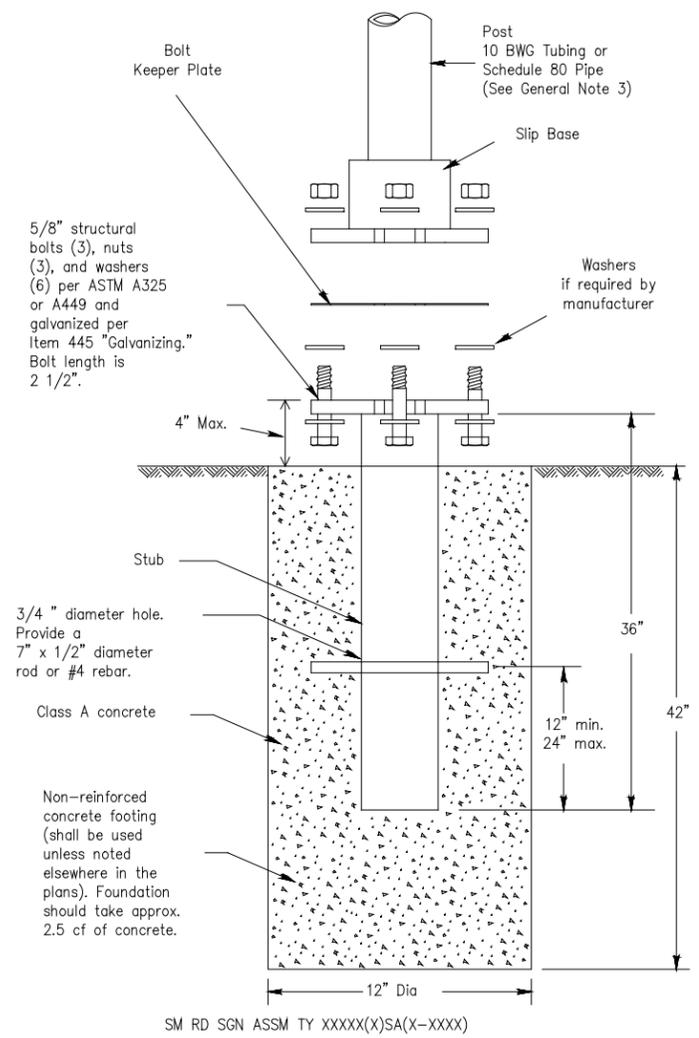
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TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS

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NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

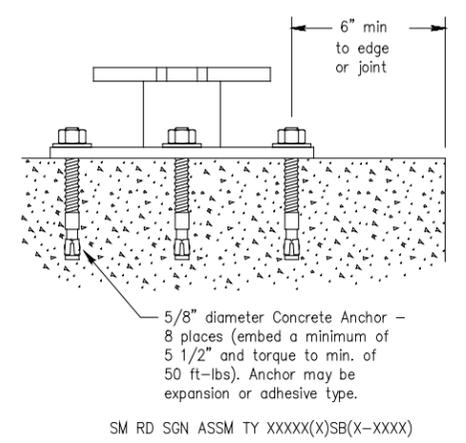
GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
- Material used as post with this system shall conform to the following specifications:
 - 10 BWG Tubing (2.875" outside diameter)
 - 0.134" nominal wall thickness
 - Seamless or electric-resistance welded steel tubing or pipe
 - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
 - Other steels may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 70,000 PSI minimum tensile strength
 - 20% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
 - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
 - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
 - Schedule 80 Pipe (2.875" outside diameter)
 - 0.276" nominal wall thickness
 - Steel tubing per ASTM A500 Gr C
 - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
 - 46,000 PSI minimum yield strength
 - 62,000 PSI minimum tensile strength
 - 21% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
 - Galvanization per ASTM A123
- See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

- Foundation**
- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
 - The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
 - Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
 - Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
 - The triangular slipbase system is multidirectional and is designed to release when struck from any direction.
- Support**
- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
 - Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxyies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.



Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

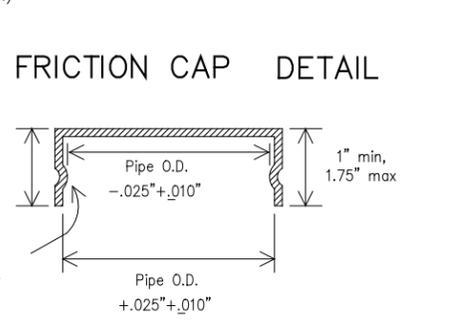
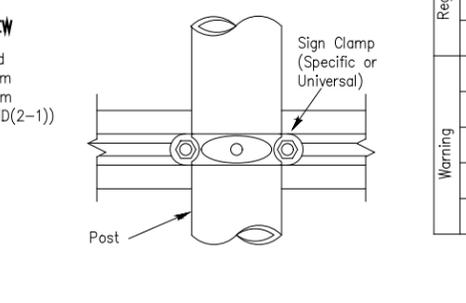
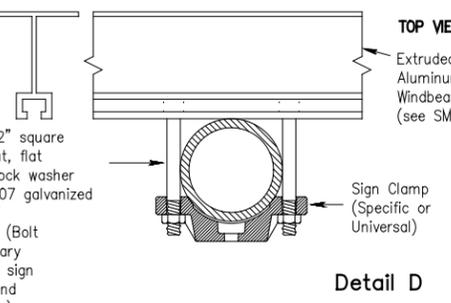
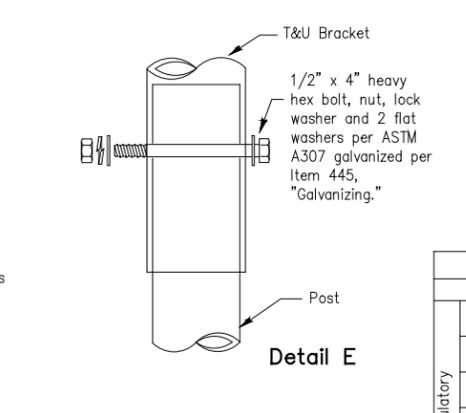
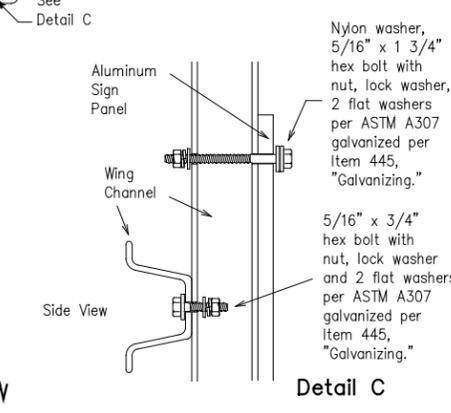
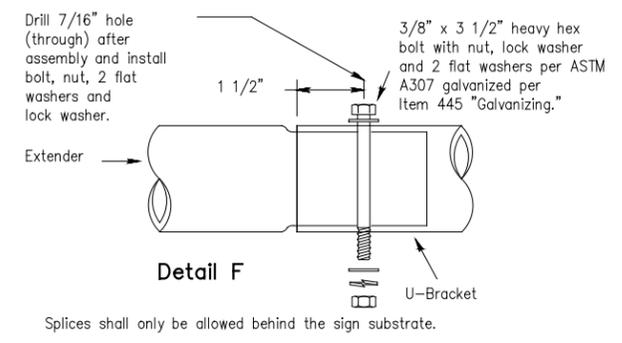
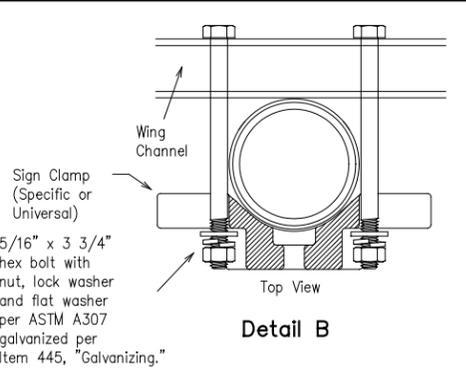
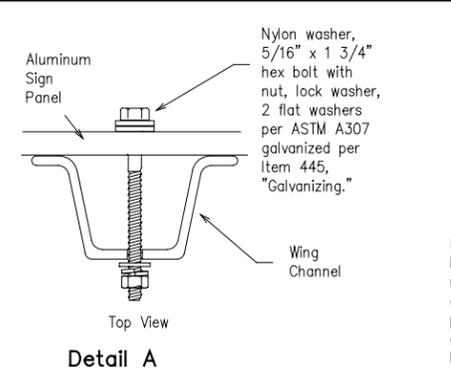
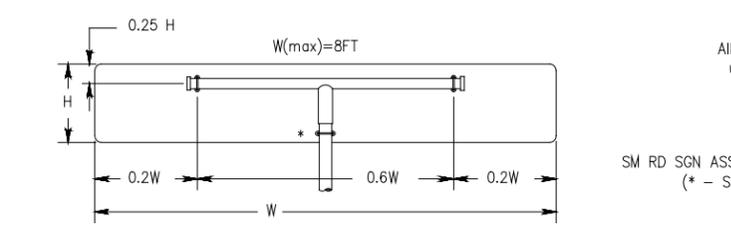
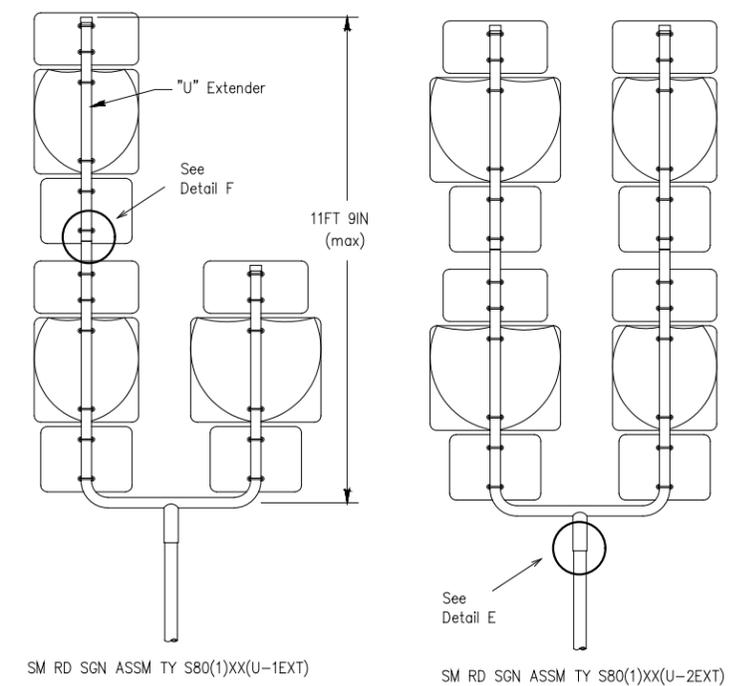
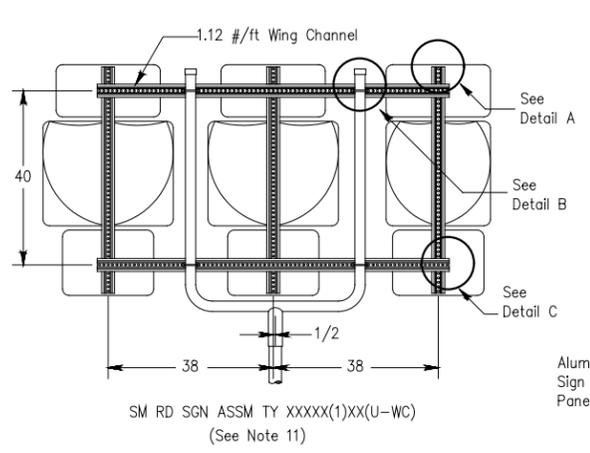
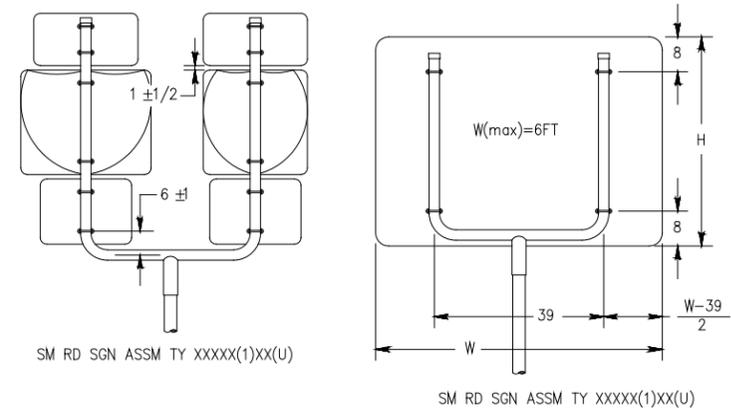
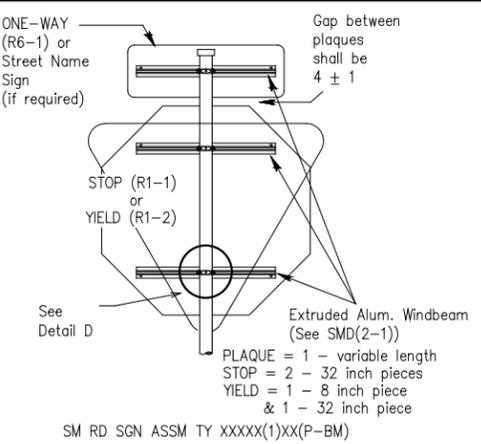
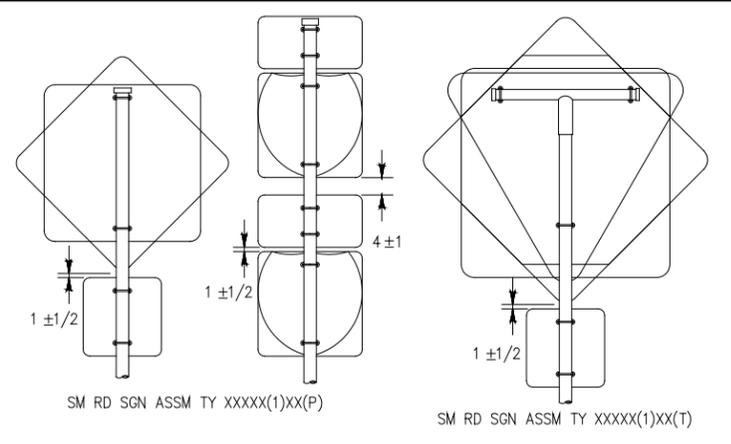
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All dimensions are in english unless detailed otherwise.

Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes. The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture. Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

- | SIGN SUPPORT | # OF POSTS | MAX. SIGN AREA |
|--------------|------------|----------------|
| 10 BWG | 1 | 16 SF |
| 10 BWG | 2 | 32 SF |
| Sch 80 | 1 | 32 SF |
| Sch 80 | 2 | 64 SF |
- The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
- Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
- Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
- For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
- When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
- Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
- Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
- Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
- Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
- Post open ends shall be fitted with Friction Caps.
- Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

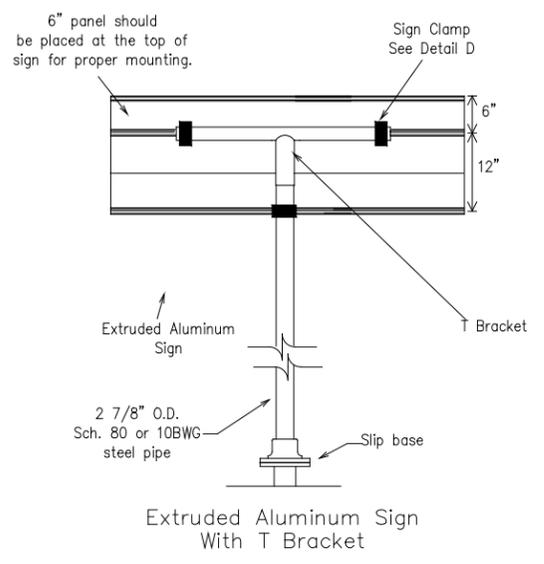
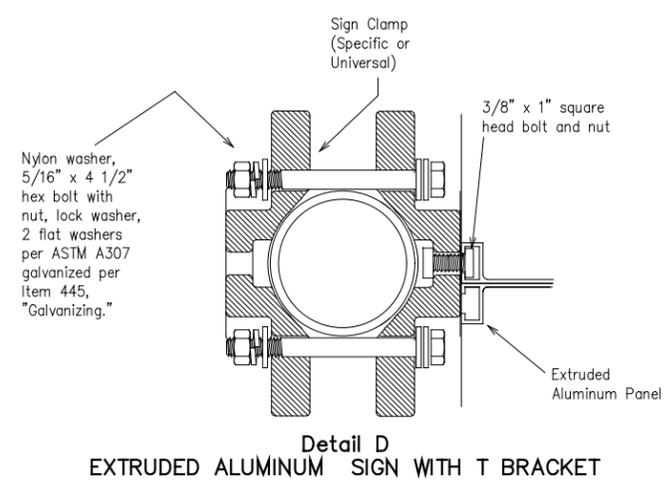
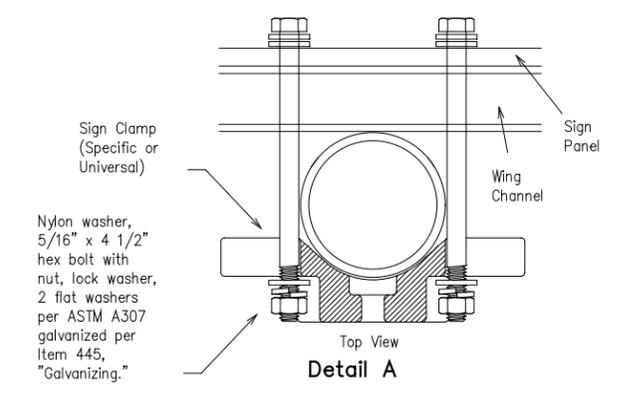
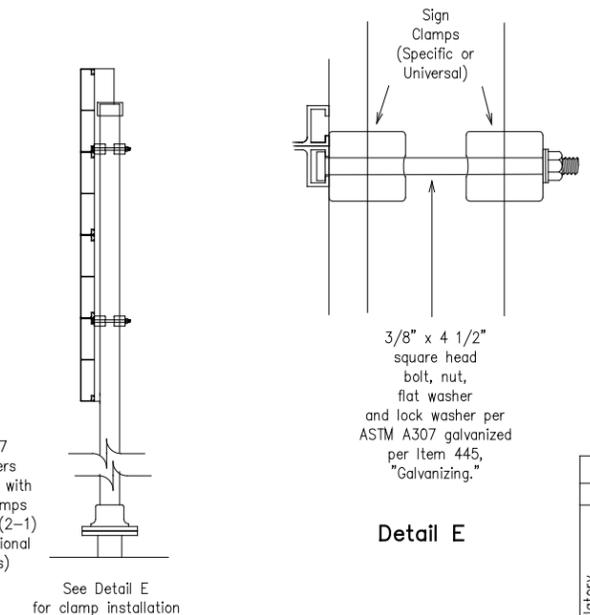
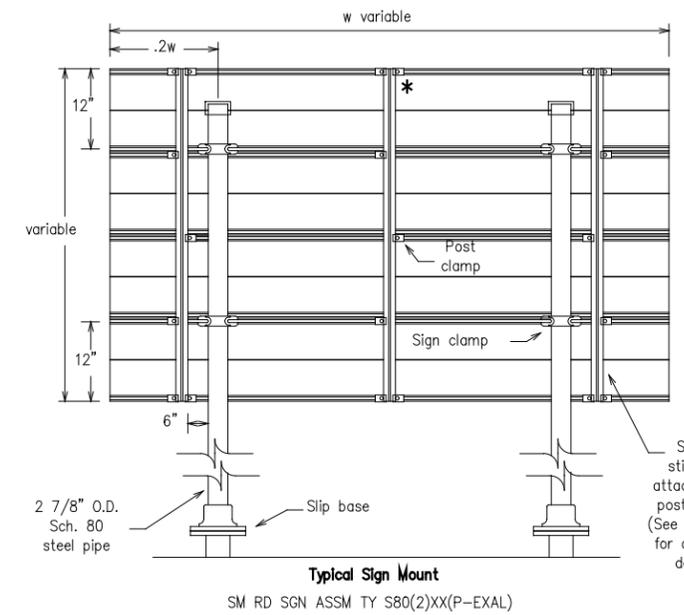
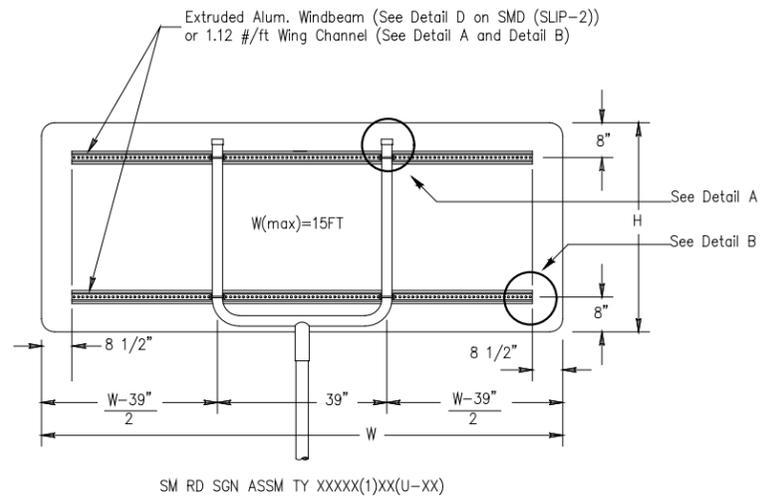
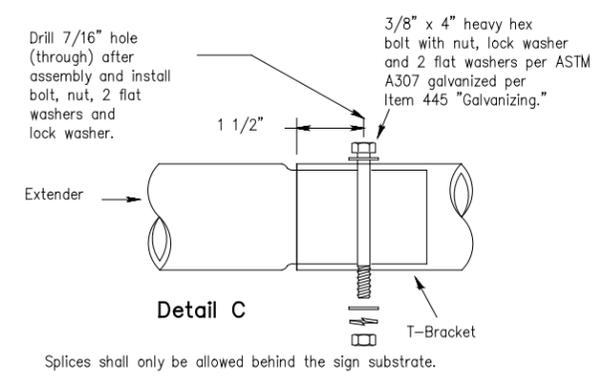
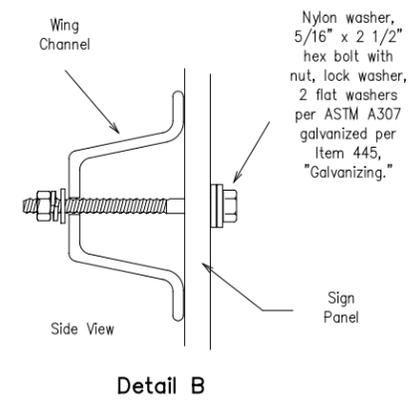
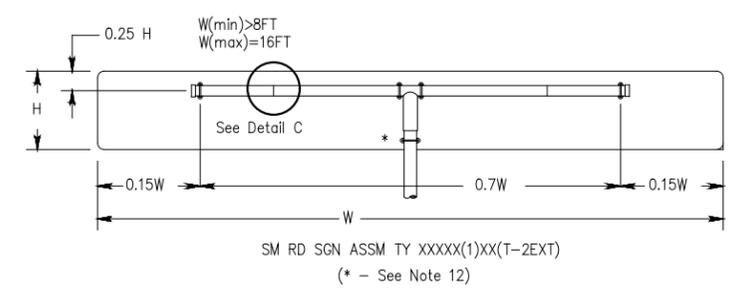
Texas Department of Transportation
 Traffic Operations Division
SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM
SMD(SLIP-2)-08

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REQUIRED SUPPORT	
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Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

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2022 ROAD MAINTENANCE PROJECT
Bid Tabulation - October 18, 2022

Item # 7.

					BID TAB			
					Bennett Paving		Lone Star Paving	
TxDOT SPEC	ITEM No.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
0340 6011	1	D-GR HMA(SQ) TY-B PG64-22	SY	640	\$120.00	\$76,800.00	\$75.00	\$48,000.00
0340 6122	2	D-GR HMA(SQ) TY-D PG70-22	SY	3208	\$19.50	\$62,556.00	\$19.00	\$60,952.00
0340 6272	3	TACK COAT	GAL	321	\$5.60	\$1,797.60	\$4.25	\$1,364.25
0351 6006	4	FLEXIBLE PAVEMENT STRUCTURE REPAIR	SY	640	\$20.00	\$12,800.00	\$9.50	\$6,080.00
0354 6002	5	PLAN & TEXT ASPH. CONC PAV (0" TO 2")	SY	3208	\$5.00	\$16,040.00	\$2.42	\$7,763.36
0500 6001	6	MOBILIZATION	LS	1	\$17,750.00	\$17,750.00	\$10,300.00	\$10,300.00
0502 6001	7	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	1	\$10,000.00	\$10,000.00	\$3,300.00	\$3,300.00
0644 6001	8	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	\$1,750.00	\$3,500.00	\$1,100.00	\$2,200.00
0666 6012	9	REFL PAV MRK TY I (W) 4"(SLD)(100 MIL)	LF	2265	\$1.25	\$2,831.25	\$1.76	\$3,986.40
0666 6036	10	REFL PAV MRK TY I (W) 8"(SLD)(100 MIL)	LF	180	\$3.50	\$630.00	\$1.76	\$316.80
0666 6042	11	REFL PAV MRK TY I (W) 12"(SLD)(100 MIL)	LF	193	\$8.00	\$1,544.00	\$7.00	\$1,351.00
0666 6048	12	REFL PAV MRK TY I (W) 24"(SLD)(100 MIL)	LF	76	\$25.00	\$1,900.00	\$16.00	\$1,216.00
0666 6054	13	REFL PAV MRK TY I (W)(ARROW)(100 MIL)	EA	8	\$150.00	\$1,200.00	\$340.00	\$2,720.00
0666 6078	14	REFL PAV MRK TY I (W)(WORD)(SLD)(100 MIL)	EA	6	\$150.00	\$900.00	\$340.00	\$2,040.00
0666 6126	15	REFL PAV MRK TY I (Y) 4"(SLD)(100 MIL)	LF	2035	\$1.25	\$2,543.75	\$1.76	\$3,581.60
0666 6167	16	REFL PAV MRK TY II (W) 4"(BRK)	LF	15	\$0.50	\$7.50	\$0.77	\$11.55
0666 6170	17	REFL PAV MRK TY II (W) 4"(SLD)	LF	668	\$0.50	\$334.00	\$0.77	\$514.36
0666 6178	18	REFL PAV MRK TY II (W) 8"(SLD)	LF	60	\$1.00	\$60.00	\$0.77	\$46.20
0666 6180	19	REFL PAV MRK TY II (W) 12"(SLD)	LF	104	\$1.50	\$156.00	\$3.40	\$353.60
0666 6182	20	REFL PAV MRK TY II (W) 24"(SLD)	LF	20	\$3.00	\$60.00	\$7.00	\$140.00
0666 6184	21	REFL PAV MRK TY II (W)(ARROW)	EA	2	\$60.00	\$120.00	\$205.00	\$410.00
0666 6192	22	REFL PAV MRK TY II (W)(WORD)(SLD)	EA	1	\$65.00	\$65.00	\$205.00	\$205.00
0666 6207	23	REFL PAV MRK TY II (Y) 4"(SLD)	LF	586	\$0.50	\$293.00	\$0.77	\$451.22
0666 6300	24	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	23	\$1.50	\$34.50	\$1.76	\$40.48
0672 6007	25	REFL PAV MRKR TY I-C	EA	12	\$3.50	\$42.00	\$7.77	\$93.24
0672 6009	26	REFL PAV MRKR TY II-A-A	EA	104	\$3.50	\$364.00	\$7.77	\$808.08
0677 6001	27	ELIM EXT PAV MRK & MRKS (4")	LF	1269	\$0.35	\$444.15	\$0.77	\$977.13
0677 6003	28	ELIM EXT PAV MRK & MRKS (8")	LF	60	\$0.50	\$30.00	\$0.77	\$46.20
0677 6007	29	ELIM EXT PAV MRK & MRKS (24")	LF	20	\$1.00	\$20.00	\$2.50	\$50.00
0677 6008	30	ELIM EXT PAV MRK & MRKS (ARROW)	EA	2	\$50.00	\$100.00	\$106.00	\$212.00
0677 6012	31	ELIM EXT PAV MRK & MRKS (WORD)	EA	1	\$50.00	\$50.00	\$106.00	\$106.00
TOTAL BID AMOUNT						\$214,972.75		\$159,636.47



Required Bid Items			
Bid Bond		Yes	Yes
Non-Collusion Statement		Yes	Yes
References		Yes	Yes
Conflict of Interest Statement		Yes	Yes



October 18, 2022

Craig Rice
Deputy Public Works Director
City of Dripping Springs

**RE: 2022 ROAD MAINTENANCE PROJECT
Recommendation of Award**

Two (2) bids for the referenced project were received at the bid opening on October 14, 2022:

- Bennett Paving, Inc.
- Lone Star Paving Company

Bids have been tabulated and the low bidder is **Lone Star Paving** with the following bid:

\$ 159,636.47

Staff recommends award of the contract for a **total amount of \$159,636.47** to **Lone Star Paving** 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
- Lone Star Paving - Bid Response Package

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the _____ day of _____, 2022 (“Effective Date”) by and between Asphalt Inc., LLC dba Lone Star Paving (a Texas limited liability City), whose address is 11675 Jollyville Rd. Suite 119, Austin, Texas 78759 (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, **2022 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 **2022 Road Maintenance 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 the _____, **2022 Road Maintenance 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 invoice to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned to 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).

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 **\$159,636.47**. 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:

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

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of 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

6.1. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract or its the bid documents described above.

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:
Michelle Fischer, City Administrator
City of Dripping Springs

P.O. Box 384
Dripping Springs, Texas 78620

If to the Contractor:
Alex Flores, Executive Vice President
Asphalt Inc., L.L.C.
dba Lone Star Paving Company
11675 Jollyville Rd. Suite 119
Austin, TX 78759

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 **four hundred dollars (\$400) per day** 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.

Asphalt Inc., L.L.C. _____
dba Lone Star Paving Company _____
(The Contractor)

ATTEST:

By _____
Alex Flores

By _____

Title: Executive Vice President

Title: _____

Corporate Certifications

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

Corporate
Seal

(Corporate Secretary)

CITY OF DRIPPING SPRINGS

ATTEST:

By _____
Bill Foulds, Jr. - Mayor

By _____
Andrea Cunningham - City Secretary



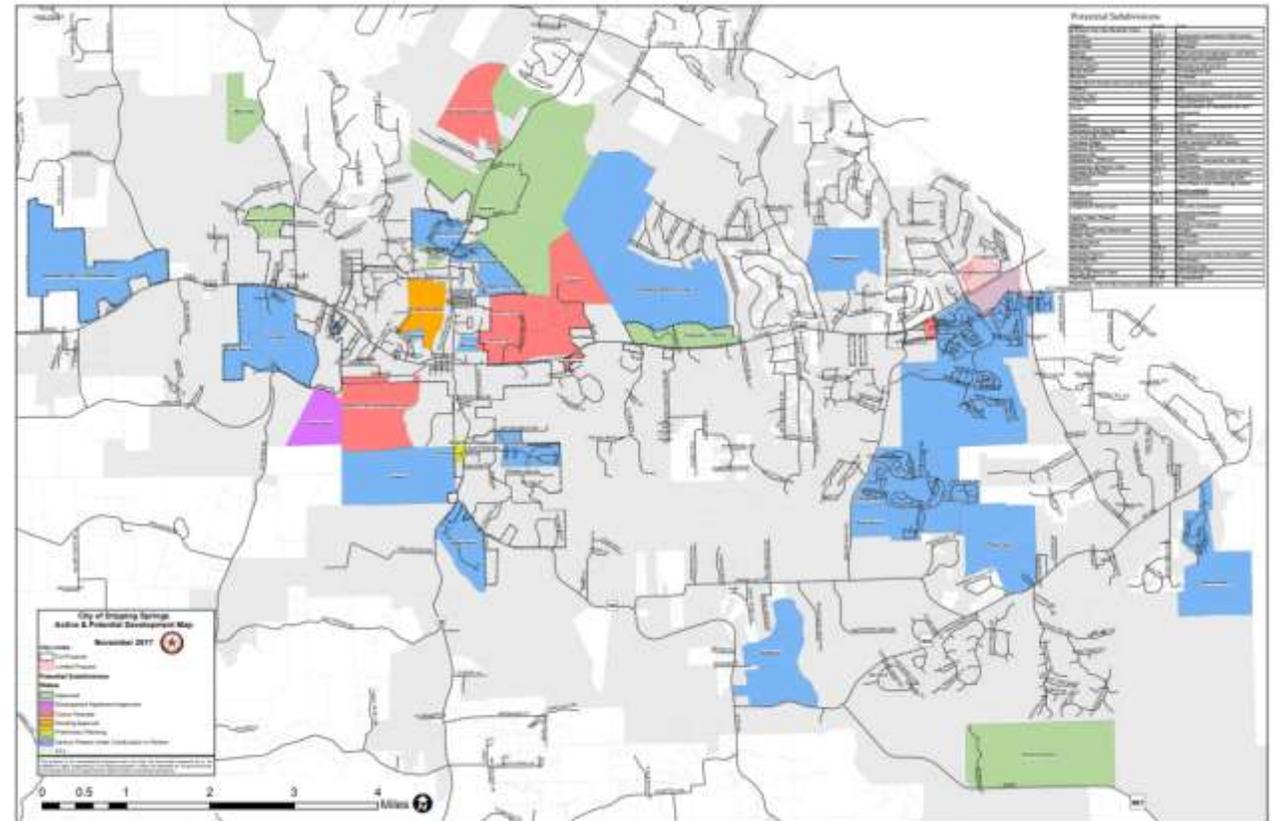
DRIPPING SPRINGS
Texas

Development Agreement Working Group

Laura Mueller, City Attorney

MAJOR PLANNING PROJECTS PROCESS

- Planning schedules pre-application meetings with applicant.
- Applicant applies for Development Agreement (ETJ) or Planned Development District or other zoning (In City).
- Staff reviews project.
- Staff schedules DAWG meetings.
- Drafts sent to DAWG.
- DAWG meets with staff and applicant (2 or more meetings).
- After drafts are finalized projects are taken to: (1) Parks Commission; (2) Transportation Committee; (3) Planning and Zoning Commission; and (4) City Council for approval.
- Utilities negotiated separately.



Development Agreement Working Group

- City Council
- Planning and Zoning Commission
- Transportation Committee
- Parks Commission
- City Staff:
 - Planning Staff
 - City Administration
 - City Engineer
 - Transportation Engineer
 - Parks Consultant
 - Public Works Director

November 2022 « Prev Next »

Filter by Type: - Any - Department/Board/Committee: Department/Board Home Page About Apply

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1 City Council & Board of Adjustment Meeting 8:00pm	2 Dripping Springs Ranch Park Board Meeting 10:00am Dripping Springs Ranch Park Board Meeting 11:00am	3 Historic Preservation Commission Meeting 4:00pm	4	5
6	7 Parks & Recreation Commission Meeting 6:00am	8 Planning & Zoning Commission Meeting 8:00am	9 Utility Commission Meeting 4:00pm	10	11 City Hall Closed	12
13	14 TIRZ No. 1 & No. 2 Board Meeting 4:00pm Founders Day Commission Meeting 6:30am	15 City Council Meeting 8:00pm	16	17 Farmers Market Committee 10:00am Emergency Management Commission Meeting 12:00pm	18	19
20	21	22 Planning & Zoning Commission Meeting 8:00pm	23	24 City Hall Closed	25 City Hall Closed	26
27	28 Transportation Committee Meeting 3:30am	29	30	1	2	3

ACTION AND SCHEDULE

November 2022 « Prev Next »

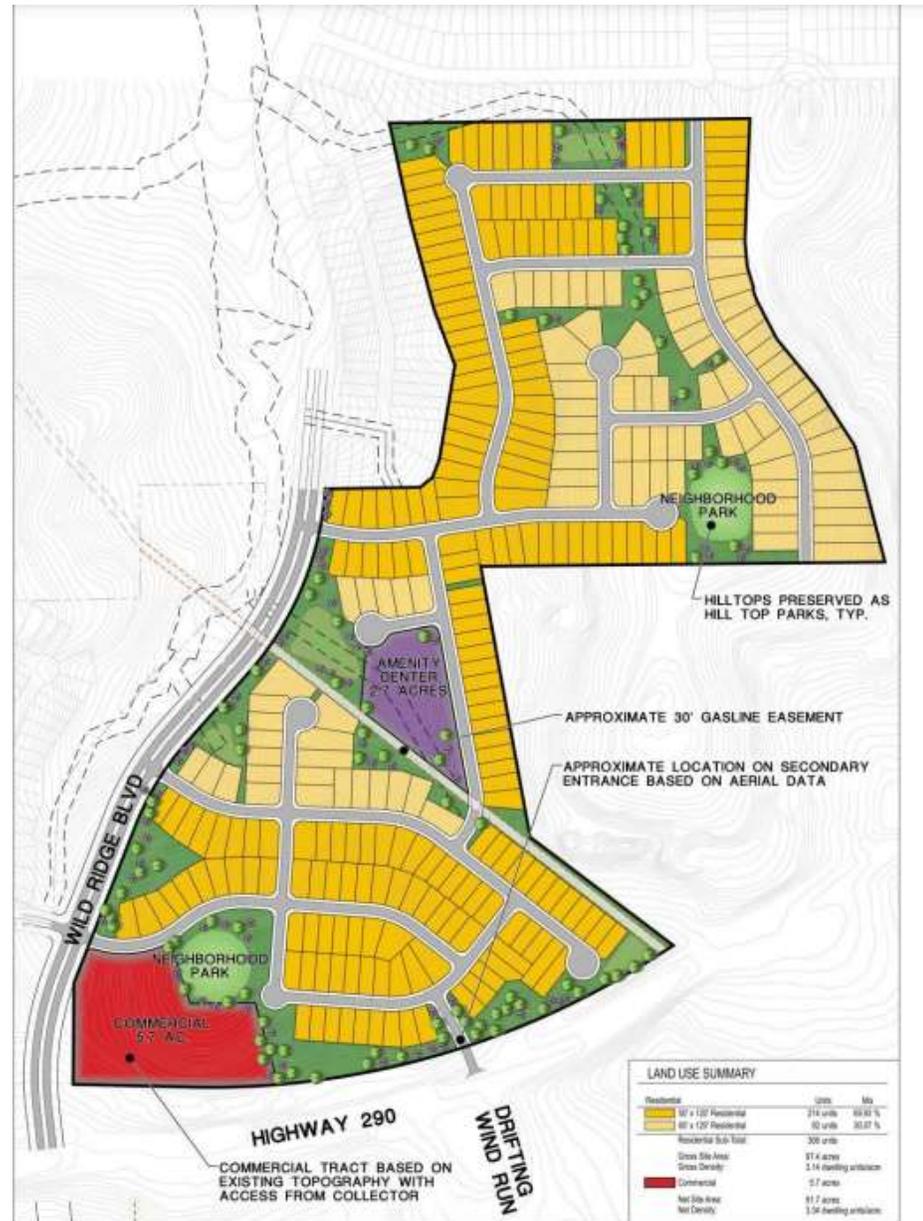
Filter by Type: - Any - Department/Board/Committee: Department/Board Home Page About Apply

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1	2	3	4	5
		City Council & Board of Adjustment Meeting 8:00pm	Dripping Springs Ranch Park Board Meeting 11:00am Dripping Springs Ranch Park Board Meeting 11:00am	Historic Preservation Commission Meeting 4:00pm		
8	7	8	9	10	11	12
	Parks & Recreation Commission Meeting 8:00am	Planning & Zoning Commission Meeting 8:00am	Utility Commission Meeting 4:00am		City Hall Closed	
15	14	15	16	17	18	19
	TIRZ No. 1 & No. 2 Board Meeting 4:00am Founders Day Commission Meeting 8:30am	City Council Meeting 8:00am		Farmers Market Committee 10:00am Emergency Management Commission Meeting 12:00am		
20	21	22	23	24	25	26
		Planning & Zoning Commission Meeting 8:00am		City Hall Closed		
27	28	29	30	1	2	3
	Transportation Committee Meeting 2:30am					

- Appoint 1-2 members to the DAWG
- 2 projects are filed, and will start after staff review
- Up to 2 meetings a month
- 1.5 – 2 hours per meeting

Hilltop Vista— Residential – In process

Item # 8.



LAND USE SUMMARY		
Residential	Units	Mix
50' x 120' Residential	214 units	69.93 %
60' x 120' Residential	92 units	30.07 %
Residential Sub-Total:	306 units	
Gross Site Area:	97.4 acres	
Gross Density:	3.14 dwelling units/acre	
Commercial	5.7 acres	
Net Site Area:	91.7 acres	
Net Density:	3.34 dwelling units/acre	

Cannon Ranch West – Commercial

Item # 8.

RESIDENTIAL	ACRES	DENSITY	UNITS
TH/MF/SFR	6.8 ac.	24.0 du/ac	163 units
RES. SUB-TOTAL: 6.8 ac.			
COMMERCIAL	12.0 ac.		
OPEN SPACE*	4.4 ac.		
TOTAL 23.2 ac. 7.0 du/ac 163 units			

Notes:
* Open space includes lake, detention, parks, and buffers

RESIDENTIAL	ACRES	DENSITY	UNITS
TH/MF/SFR	31.5 ac.	24.0 du/ac	757 units
RES. SUB-TOTAL: 31.5 ac.			
COMMERCIAL	8.0 ac.		
MUNICIPAL	1.0 ac.		
PROPOSED R.O.W.	1.0 ac.		
OPEN SPACE*	10.7 ac.		
TOTAL 52.2 ac. 757 units			
GROSS DENSITY 14.5 du/ac			

Notes:
●●●●● TRAILS, TYP.
* Open space includes lake, detention, parks, and buffers

MF / Commercial Flex Area





DRIPPING SPRINGS
Texas

QUESTIONS?



May 23, 2022

Draft "B"

PLANNED DEVELOPMENT DISTRICT No. __:
Hilltop Vista

Planned Development District Ordinance

Approved by the Planning & Zoning Commission on:

_____, 2022.

Approved by the City Council on:

_____, 2022

THIS PLANNED DEVELOPMENT DISTRICT ORDINANCE (“Ordinance”) is enacted pursuant to City of Dripping Springs Code of Ordinances, Article 30.3.

WHEREAS, the Owner is purchasing that certain real property consisting of approximately 97.44 acres located within the City Limits of the City of Dripping Springs (“City”), in Hays County, Texas, commonly known as “Hilltop Vista” and as more particularly identified and described in **Exhibit A** (the “Property”) to ***Attachment “A”***; and

WHEREAS, the Property will be subdivided and developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan shown as **Exhibit B** to ***Attachment “A”***; and

WHEREAS, the Owner, its affiliates or their successors and assigns intends to develop a master-planned community that will include a mix of land uses, together with parkland and roadway connections described herein;

WHEREAS, the Owner has submitted an application to the City to rezone the Property to Planned Development District (“PDD”), designating it “PDD – ___”; and

WHEREAS, after public notice, the Planning and Zoning Commission conducted a public hearing and recommended approval on _____, 2022; and

WHEREAS, pursuant to the City’s Planned Development Districts Ordinance, Article 30.03 of the City’s Code of Ordinances (the “PD Ordinance”), the Owner has submitted a PD Master Plan that conceptually describes the Project, which is attached to this Ordinance as **Exhibit B** to ***Attachment “A”***; and

WHEREAS, this Ordinance, PD Master Plan, and the Code of Ordinances shall be read in harmony, will be applicable to the Property, and will guide development of the Property; and

WHEREAS, the City Council has reviewed this proposed Ordinance, the PD Master Plan, and the Annexation Agreement for Hilltop Vista and has determined that it promotes the health, safety, and general welfare of the citizens of Dripping Springs; complies with the intent of the City of Dripping Springs Comprehensive Plan; and is necessary in light of changes in the neighborhood; and

WHEREAS, the City Council finds that this proposed Ordinance ensures the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes under Code §30.03.004: provides for a superior design of lots or buildings; provides for increased recreation and/or open space opportunities for public use; provides amenities or features that would be of special benefit to the property users or community; protects or preserves natural amenities and environmental assets such

as trees, creeks, ponds, floodplains, slopes, hills, viewsapes, and wildlife habitats; protects or preserves existing historical buildings, structures, features or places; provides an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and meets or exceeds the present standards of this article;

WHEREAS, the City Council is authorized to adopt this Ordinance in accordance with Texas Local Government Code Chapters 51 and 211; and

WHEREAS, the Ordinance has been subject to public notices and public hearings and has been reviewed and approved by the City’s Planning and Zoning Commission.

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

1. FINDINGS OF FACT

The City Council finds that the facts and matters in the foregoing recitals are true and correct; and, are hereby incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

- A. Zoning District Created.** PDD – ___ is hereby established consistent with *Attachment “A,”* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Code of Ordinances Chapter 30, Exhibit A [Zoning Ordinance], § 3.1 [Zoning Districts] is hereby amended to add the zoning district identified as PDD – ___.
- B. Zoning Map Amended.** The official zoning map of the City is hereby amended to demarcate the boundaries of PDD – ___ consistently with the boundaries of the Property delineated in the Property Legal Description, Exhibit A to *Attachment “A”*.
- C. PD Master Plan Approved.** The PD Master Plan attached as Exhibit B to *Attachment “A”* is hereby approved. The PD Master Plan, together with *Attachment “A”*, constitutes the zoning regulations for the Project. All construction, land use and development of the Property must substantially conform to the terms and conditions set forth in the PD Master Plan, this Ordinance, *Attachment “A”* and the exhibits. The PD Master Plan is intended to serve as a guide to illustrate the general vision and design concepts. The PD Master Plan is to serve as the conceptual basis for the site plan(s) subsequently submitted to the City seeking site development permit approval.
- D. Administrative Approval of Minor Modifications.** In order to provide flexibility with respect to certain details of the development of the Project, the City Administrator is authorized to approve minor modifications. Minor modifications do not require consent or action of the Planning & Zoning Commission or City Council. Examples of minor modifications include

the location of use classifications; slight adjustments to the internal street and drive alignments; building envelopes; number of buildings; orientation of buildings; and adjustments that do not result in overall increases to traffic, density, or impervious cover. The City Administrator may approve minor modifications in writing following consultation with the City Engineer. Any appeal of the City Administrator’s determination regarding whether or not a change is a minor modification may be appealed by any aggrieved party to the Board of Adjustment.

- E. Code of Ordinances.** The Code of Ordinances as of the effective date of this Ordinance shall be applicable to the Project, except as specifically provided for by this Ordinance, *Attachment “A”*, or the PD Master Plan.
- F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- G. Attachments and Exhibits Listed.** The following attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment “A” – Planned Development District No. and Zoning Map

Exhibit A	Property Legal Description
Exhibit B	PD Master Plan
Exhibit C	Parks, Trails and Open Space Plan
Exhibit D	PD Code Modifications Chart
Exhibit E	PD Phasing Plan
Exhibit F	PD Uses Chart
Exhibit G	Street Standards
Exhibit H	Water Quality Buffer Zones
Exhibit I	Highway 290 Landscape Buffer

3. REPEALER

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

4. SEVERABILITY

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

5. PENALTY

Any person, firm, association or persons, company, corporations or their agents or employees violating or failing to comply with any of the provisions of this Ordinance may be subject to a fine pursuant to Section 54.001 of the Texas Local Government Code, upon conviction of not more than Two Thousand Dollars (\$2,000.00). The foregoing fine may be cumulative of other remedies provided by State law, and the power on injunction as provided by Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this Ordinance whether or not there has been a complaint filed.

6. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

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 Chapters 52 and 211 of the Texas Local Government Code.

8. EFFECTIVE DATE

This Ordinance shall be effective immediately upon approval by the City Council and publication as required by law.

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

City of Dripping Springs

CODE OF ORDINANCES

ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS

PLANNED DEVELOPMENT DISTRICT NO. __:

ARTICLE I. GENERAL PROVISIONS

- 1.1. **Popular Name.** This Chapter shall be commonly cited as the “PDD – __ Ordinance”, also referred to as “this Ordinance” herein.
- 1.2. **Scope.** This Ordinance applies to the Property.
- 1.3. **PD Master Plan.** The PD Master Plan has been approved by the City and shall guide permitting, development and use of the Property.
- 1.4. **Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined herein, or, if capitalized and not defined herein, as defined in the Code (hereinafter defined):

City: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

City Administrator or Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator and City Administrator’s designee.

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

City Engineer: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

Code, City’s Code of Ordinances or City of Dripping Springs Code of Ordinances: The entirety of the City’s ordinances, regulations and official policies in effect as of _____, 2022 except as modified by the Project Approvals and variances granted

under the Development Agreement and this Ordinance. This term does not include Zoning or Building Codes, Sign Ordinance, the Water Quality Protection Ordinance or regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

Dripping Springs Technical Criteria: The criteria adopted in Article 28.07 of the City of Dripping Springs Code of Ordinances that includes technical criteria standard specifications and adopted in Ordinance 2021-35 and as modified.

Effective Date: The Effective Date of this Ordinance shall be the date of approval by the City Council and publication as required by law.

Homeowners Association: A community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Homeowners Association or Property Owners Association.

Impervious Cover: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration as determined by City Engineer. For purposes of compliance with this document, the term expressly excludes storage tanks for rainwater collection systems.

Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Property by the total number of acres included in the Property.

Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs Code of Ordinances.

Outdoor Lighting Ordinance: Article 24.06, Outdoor Lighting, of Chapter 24 of the City of Dripping Springs Code of Ordinances.

Owner: **Pulte Homes of Texas, LP**, a Texas limited partnership company, and their successors and assigns as subsequent owners of any portion of the Property.

Project: A land use and development endeavor proposed to be performed on the Property, as provided by this Ordinance and generally depicted on the PD Master Plan on **Exhibit B**.

Project Approvals: The approvals, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Property, as set forth in **Exhibit D**.

Property: The land as more particularly described in **Exhibit A**.

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

TIA: Traffic Impact Analysis, as specified in Chapter 28, Article 28.02: Exhibit A-Subdivision Ordinance, Section 11.11 of the Dripping Springs Code of Ordinances.

TxDOT: The Texas Department of Transportation or its successor agency.

Water Quality Protection Ordinance: Article 22.05 of Chapter 22, General Regulations of the Code.

ARTICLE II. DEVELOPMENT STANDARDS

- 2.1. General Regulations.** Except as otherwise provided in this Ordinance and the PD Master Plan, the Property shall be governed by the site regulations and development standards contained in the Code of Ordinances.
- 2.2. Phasing.** The Property may be developed in phases. The Project is intended to be developed in phases as shown on **Exhibit E**. Owner may change the phasing of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. Construction Plans or site plans shall be submitted to the City for approval with each phase. Each plat filed with the City shall contain parkland required for that phase and parkland for the entire Land shall be submitted by separate exhibit with each plat application including the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. In addition, an impervious cover and LUE tracking chart shall be submitted as an exhibit with each plat filed indicating the amount of impervious cover proposed for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat.
- 2.3. Permitted Uses.**
- 2.3.1. Base Zoning:** The base zoning district for the residential portion of the Property shall be SF-3, which shall be the basis for all zoning specifications not addressed in this Ordinance or the PD Master Plan. The Commercial portion of the Property shall be GR.
- 2.3.2. Allowed Uses:** Those uses listed in the PD Uses Chart attached as **Exhibit F** are hereby permitted by right within the Project.
- 2.4. Commercial Design Specifications.**
- 2.4.1 Design Standards.** The Commercial portion of the Property may be developed consistent with the design standards established in the Code.

2.5. Residential Design Specifications.

2.5.1 Impervious Cover. The Property may be developed with an Impervious Cover Percentage as allowed in Exhibit D, Modification Chart, of this agreement.

2.5.2 Minimum Lot Area. Six thousand (6,000) square feet.

2.5.3 Building Height. Buildings shall not exceed 2 ½ stories or forty (40) feet, whichever is less, measured from the average elevation of the finished grade adjacent to the building to the highest point of a flat or multi-level or as defined in Section 28.05.004 of the 2017 City of Dripping Springs Code of Ordinances.

2.5.4 Minimum Lot Width. Fifty (50) feet measured from the front setback line.

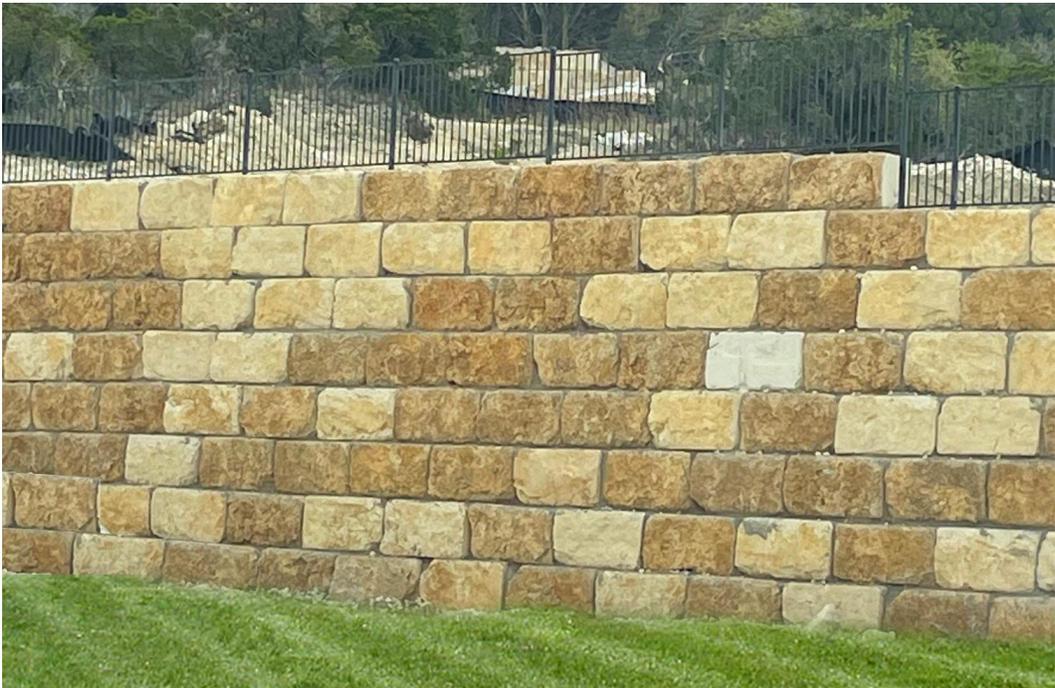
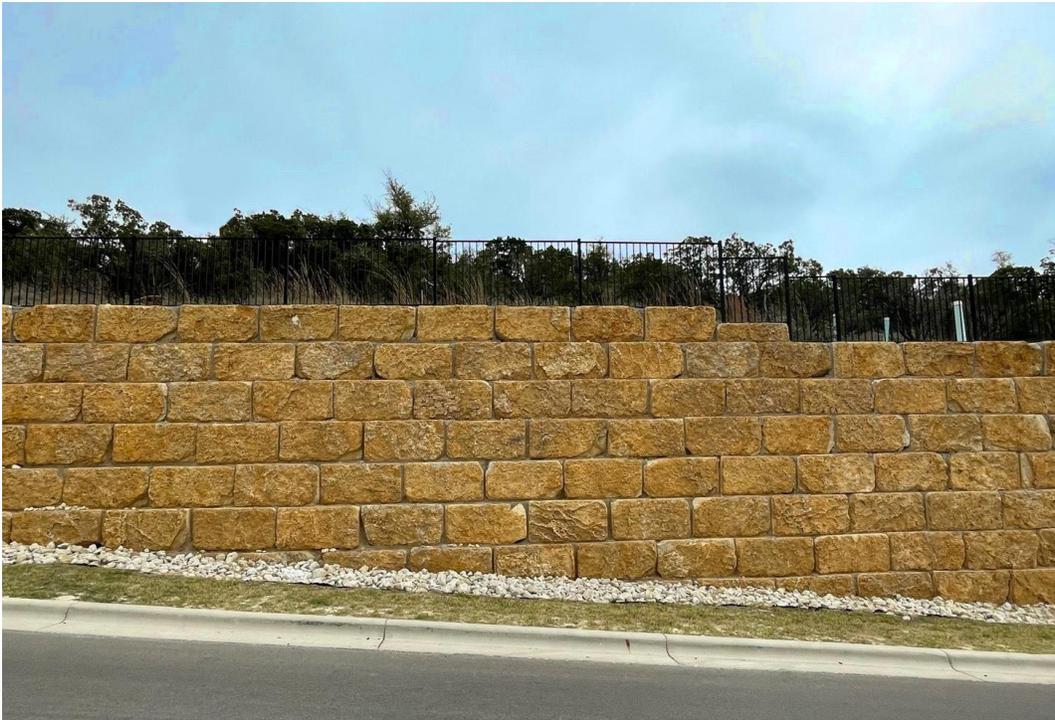
2.5.5 Setbacks. Building setbacks in residential areas shall be as follows:

- a. **Minimum Front Yard:** Building setbacks shall be twenty (20) feet from the street right of way.
- b. **Minimum Side Yard:** Building setbacks shall be five (5) feet; provided, however corner lots will be set back a minimum of ten (10) feet from the street right of way.
- c. **Minimum Rear Yard:** Building setbacks shall be ten (10) feet.
- d. **Minimum Garage Setback:** Garage doors shall be set back a minimum of twenty (20) feet from the front street right of way or ten (10) feet from the side street right-of-way.
- e. **Minimum Setback for Accessory Building:** Five (5) feet; no accessory buildings or structures are permitted in any front yard.
- f. **Maximum Height of Fence Outside Street Yard:** Six (6) feet measured from finish grade. All fences shall provide a finished face to abutting streets and these fences shall not conflict with sight triangles at street intersections or obstruct views from adjacent driveways. Any fence extending into a front yard shall not exceed a height of four (4) feet

2.5.6 Cut & Fill. Improvements requiring a site development permit will be subject to cut and fill limits as stated in Exhibit E, Modification Chart.

2.5.7 Retaining Walls. Retaining walls shall be required within the Property as a typical part of development of the Property. All retaining walls within the Property shall be finished with natural limestone material consistent with the following photo

images.



2.5.8 Parking.

- a. **Residential Parking:** Development of the Property shall include parking at a minimum of two off-street spaces per residence. On street parking shall be allowed along one (1) side of each internal local street.
- b. **Commercial Parking:** Parking shall be provided for the commercial areas; the number of parking spaces within the Commercial Area shall be determined in accordance with City ordinances and the proposed use of the commercial spaces. The total number of parking stalls for the commercial areas may be determined by a shared use parking study provided by Owner and accepted by City.
- c. **Amenity Center Parking:** Parking shall be provided for recreational sites that provide a community pool and other recreational facilities. The Amenity Center site shall include, but not be limited to, the following: A private access resort-style pool, pool restroom building, pavilion(s) and shade structure(s), a multi-age and ADA compliant playground facility, and an open lawn for passive recreation. The quantity of parking required will be one (1) parking space per 300 square feet of pool surface area.
- d. **Undeveloped Parkland Parking:** If it is determined by City staff that the dedication of the public parks requires parking to be provided for future recreational uses built by the City, the quantity of spaces shall be determined under Section 5.6.2 (12) Commercial amusement (outdoor) of the City's Zoning Ordinances. The required parking spaces shall be met by on-street parallel parking or an off-road parking lot constructed at the City's expense on the public parkland site.

2.5.9 Design of Residences.

- a. **Materials:** The exterior surface area of all residential elevations, which are visible from a public street or park, shall consist of 100% brick, native stone, stucco, or cementitious fiber planking with a preference and emphasis on native stone. All walls shall include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.
- b. **Elevations:** Each single-family residential plan is to have a minimum of three (3) significantly different elevations. In the interest of enhancing variety and the overall quality of the development, a minimum of five (5) plans are required for each product type proposed. Articulation on the front face should be used to ensure a non-repetitive street scene and to provide interest in an individual home. Plan can be repeated every third unit, and the same plan can be placed across the street or diagonal from a unit.

- c. **Roofs and Overhead Structures:** On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements. Pitched roofs shall be clad in 30-year minimum composition shingles or low reflectivity coated metal roofing materials.

2.5.10 Density of Development. With respect to the density of the Project, Owner will have the right to develop the Residential Land at a density not to exceed 3.14 dwelling units per acre.

2.5.11 Parkland. The Project is required to have 13.35 acres of Parkland. The Project will include approximately 13.73 net acres that will be dedicated for Parkland, the area being shown more fully shown on **Exhibit C** attached hereto and incorporated herein for all purposes (the “Parkland”). This dedication of the Parkland shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of the Parkland Dedication Ordinance under the City’s Code of Ordinances and any applicable requirements within the Subdivision Ordinance. Owner has prepared a Master Parks and Open Space Plan which has been approved by City. The Owner will pay the Parkland Development Fee per City’s Code of Ordinances. The Parkland Development Fee will be paid based on the number of dwelling units as required by City Code.

2.5.12 Highway 290 Landscape Buffer. The Project boundary along Highway 290 consists of steep topographic conditions that limit accessibility and visibility to the Project from the roadway. A minimum fifty (50) feet landscape buffer shall be provided along the residential frontage of Highway 290. The Owner will install landscaping within the landscape buffer to screen houses from the highway road surface as shown in **Exhibit I**.

2.6. Parks, Trails and Open Space. Parkland and open space and associated improvements shall be in accordance the standards shown on **Exhibit C** attached hereto. A Master Parks and Trails Plan shall be submitted to the City for approval prior to approval of the first preliminary plat for the Project. No public trails shall be surfaced with decomposed granite. The Master Parks and Trails Plan shall address all issues regarding public dedication, public access, maintenance, and compliance with the City-wide trails plan. The Owner shall maintain parks and open space within the Project.

2.7. Access.

2.7.1 Traffic Impact Analysis. Owner has provided to the City, and the City has approved a Traffic Impact Analysis.

2.7.2 Roadway Alignments: The roadway alignments shown on the PD Master Plan are approved by the City. All roadways and driveways not shown on the PD Master

Plan shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld.

- 2.7.3 Offsite Roads:** Construction of the offsite roads and improvements to existing roads are addressed in the Offsite Road Agreement, as the same may be amended from time to time.
- 2.8. Streets.** All streets designed and constructed on the Property shall be fifty (50) feet right-of-way local streets designed consist with Exhibit G.
- 2.9. Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities). Existing overhead power lines located within the Property are located on Exhibit A.
- 2.10. Lighting and Signage.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City’s Code of Ordinances (“Outdoor Lighting Ordinance”), as may be amended, from time to time. To the extent any portion of the Agreement conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control. Owner, homeowners, end users and/or a Property Owner Association will be required to operate and maintain the lighting within the Project according to the Applicable Rules. Owner agrees that the CCR’s for the Project shall reinforce this provision and be applied to all construction and builders. A Master Sign Plan shall be submitted for City approval prior to the placement of any signs that are not in compliance with either (i) the City’s Sign Ordinance or (ii) the variances described in the PD Modifications Chart attached hereto as Exhibit D.
- 2.11. Water Quality Buffer Zones.** The Water Quality Buffer Zones are depicted on *Exhibit “H”*.
- 2.12. Water Quality:** Owner agrees to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Ordinance or by specific variance.
- 2.13. Tree Preservation:** Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs City Code shall apply to the project except as modified by this Agreement. Full tree survey to be submitted with each preliminary plat. An aerial tree survey may be used in lieu of a full tree survey if approved by the City Administrator.
- 2.11.1 Tree Replacement Plan.**
- a. Replacement Plan:** Subject to 2.12.1.2, the Tree Replacement Plan shall be in accordance with the City of Dripping Springs Code of Ordinances – Chapter 28, Article 28.06 Landscaping and Tree Preservation.

b. Cash-in-Lieu Requirements: The cash-in-lieu fee requirements are determined to be \$513,000. There will be 85.5 acres of Disturbed Trees (85.5 acres times \$6,000 equals \$513,000). Owner shall receive credit against the cash-in-lieu fees equal to the following:

- 306 lots with two 2.5-inch caliper size trees at \$830.00 per tree for a total lot credit of \$507,960 , plus
- 20 2.5-inch caliper size trees to be located in the amenity center at \$830.00 per tree for a total of \$16,600.

The combined total credit will be \$524,560. The total cost of tree replacements in the Tree Replacement Plan exceeds the minimum the total cost per acre of disturbance in the Tree Removal Plan.

2.14. Water Quality: Owner agrees to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Agreement in **Exhibit D** and elsewhere.

EXHIBIT A
Property Legal Description



Exhibit " _ "

7401B Highway 71 West, Suite 160
 Austin, TX 78735
 Office: 512.583.2600
 Fax: 512.583.2601

Doucetengineers.com

97.44-Acre Tract
 Hays County, Texas

D&A Job No. 1455-003
 June 21, 2022

DESCRIPTION
97.44-Acre Tract

BEING A 97.44-ACRE TRACT OUT OF THE PHILIP A SMITH SURVEY, ABSTRACT NUMBER 415, THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, THE IV DAVIS JR SURVEY NUMBER 130, ABSTRACT NUMBER 475, EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, AND THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, BEING A PORTION OF A THE REMAINDER OF A CALLED 69.91-ACRE TRACT DESCRIBED TO DENNIS P. CANNON AND KATHERINE CANNON RECORDED IN VOLUME 211, PAGE 177 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING A PORTION OF A CALLED 277.23-ACRE TRACT, CONVEYED TO CANNON FAMILY, LTD. (KNOWN AS SHARE NUMBER TWO) RECORDED IN VOLUME 198, PAGE 151 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 97.44-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Concrete Highway monument found in the existing north right-of-way line of East Highway 290, a 100-foot wide right-of-way, according to TxDot right-of-way map AUS011307AD, for the southwest corner of said 277.23-acre tract, and for the southeast corner of a called 58.000-acre tract, conveyed to Oryx Cannon 58 LLC, recorded in Document Number 20023358 [O.P.R.H.C.T.], and for the southwest corner of the tract described herein;

THENCE, N00°23'49"E, departing the existing north right-of-way line of said East Highway 290, with the common line of said 277.23-acre tract and said 58.000-acre tract, for a distance of 344.11 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the right, for the south corner of a 8.787-acre proposed roadway parcel, and for an angle corner of the tract described herein;

THENCE, with the southeast line of said 8.787-acre proposed roadway parcel and over and across said 277.23-acre tract, the following six (6) courses:

- 1) With said curve to the right, having an arc length of 26.27 feet, a radius of 943.00 feet, a delta angle of 01°35'47", and a chord which bears N20°28'08"E, for a distance of 26.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 2) N21°16'01"E, for a distance of 550.66 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the right and for an angle corner of the tract described herein,
- 3) With said curve to the right, having an arc length of 332.63 feet, a radius of 943.00 feet, a delta angle of 20°12'37", and a chord which bears N31°22'20"E, for a distance of 330.91 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 4) N41°28'38"E, for a distance of 315.03 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the left and for an angle corner of the tract described herein,

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COMMITMENT YOU EXPECT.
 EXPERIENCE YOU NEED.
 PEOPLE YOU TRUST.



- 5) With said curve to the right, having an arc length of 681.06 feet, a radius of 1,057.00 feet, a delta angle of $36^{\circ}55'03''$, and a chord which bears $N23^{\circ}01'06''E$, for a distance of 669.34 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
- 6) $N04^{\circ}33'35''E$, for a distance of 12.95 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set in the common line of said 277.23-acre tract and a remainder of a called 291-1/3-acre tract, conveyed to Cynosure Corporation, recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas [D.R.H.C.T.], and for an angle corner of the tract described herein, from which a 1/2-inch iron rod with cap stamped "DOUCET" found bears $S89^{\circ}00'33''W$, for a distance of 244.21 feet;

THENCE, with the common line of said 277.23-acre tract and said 291-1/3-acre tract, the following eight (8) courses:

- 1) $N89^{\circ}00'33''E$, for a distance of 322.22 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
- 2) $N50^{\circ}38'14''E$, for a distance of 53.17 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 3) $N21^{\circ}13'11''E$, for a distance of 64.75 feet to a MAG nail found for an angle corner of the tract described herein,
- 4) $N09^{\circ}17'53''E$, for a distance of 327.10 feet to a MAG nail found for an angle corner of the tract described herein,
- 5) $N20^{\circ}28'59''W$, for a distance of 204.36 feet to a calculated point for an angle corner of the tract described herein, from which a MAG nail found bears $S13^{\circ}52'35''E$, for a distance of 2.61 feet,
- 6) $N14^{\circ}46'26''W$, for a distance of 324.06 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
- 7) $N11^{\circ}59'53''W$, for a distance of 327.25 feet to a 1/2-inch iron pipe with 60D nail found for the northwest corner of the tract described herein, and
- 8) $N89^{\circ}15'51''E$, for a distance of 1,222.57 feet to an 8-inch Cedar Fence Post for the northeast corner of a called 1.097-acre tract, conveyed to Bordie Partners LP, recorded in Volume 5086, Page 174 [O.P.R.H.C.T.], and for the northeast corner of the tract described herein;

THENCE, with the common line of said 277.23-acre tract and said 1.097-acre tract, the following ten (10) courses:

- 1) $S02^{\circ}19'16''W$, for a distance of 418.07 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 2) $S05^{\circ}15'07''E$, for a distance of 88.61 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 3) $S16^{\circ}28'50''E$, for a distance of 73.40 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 4) $S03^{\circ}28'59''E$, for a distance of 14.21 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,
- 5) $S11^{\circ}47'06''E$, for a distance of 7.00 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,

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- 6) S22°31'47"E, for a distance of 32.14 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 7) S27°26'26"E, for a distance of 141.35 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 8) S39°07'52"E, for a distance of 222.18 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 9) S32°56'45"E, for a distance of 229.21 feet to a calculated point for an angle corner of the tract described herein, from which a 5/8-inch iron rod bears, N88°54'02"E, for a distance of 47.22 feet, and
- 10) S14°21'53"E, for a distance of 407.89 feet to a to a calculated point in the north line of Lot 4, Block A, Blue Blazes Ranch Phase 1 Subdivision, recorded in Document Number 18010223 of the Plat Records of Hays County, Texas [P.R.H.C.T.], for the southeast corner of said 277.23-acre tract and for the southwest corner of said 1.097-acre tract and for the southeast corner of the tract described herein, from which a 5/8-inch iron rod bears, N89°22'55"E, for a distance of 30.48 feet,

THENCE, S89°22'55"W, with the common line of said 277.23-acre tract and said Lot 4, for a distance of 165.73 feet to a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 4, Block A, same being for the northeast corner of Lot 5, Block A of said Blue Blazes Ranch Phase 1 Subdivision, a distance of 264.31 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 5, Block A, and the northeast corner of the remainder of Tract A-3 of Vista Tract Ranch Tract A, a subdivision recorded in Volume 14, Page 12 [P.R.H.C.T.], a distance of 547.78 feet passing a 1/2-inch iron rod found for the northeast corner of said Tract A-3, and for the northeast corner of Lot 4, Block B of said Blue Blazes Ranch Phase 1 Subdivision and continuing for a total distance of 1,370.57 feet to a 5/8-inch iron rod with cap stamped "Charles Swart" found for the northwest corner of said Lot 4, Block B, for the northeast corner of a called 14.3372-acre tract, conveyed to Cannon Family LTD, recorded in Volume 1641, Page 423 [O.P.R.T.C.T.], same being for an angle corner of the tract described herein,

THENCE, with the common line of said 14.3372-acre tract and said Block B of said Blue Blazes Ranch Phase 1 Subdivision, the following two (2) courses:

- 1) S10°17'27"E, for a distance of 721.25 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the southwest corner of said Lot 4, Block B and for the northwest corner of Lot 3, Block B, of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 937.32 feet to a 1/2-inch iron rod found for the west corner of Lot 3, Block B, same being for an angle corner of the tract described herein, and
- 2) S52°44'27"E, for a distance of 221.16 feet passing a 1/2-inch iron rod with cap stamped "Charles Swart" found for the south corner of said Lot 3, Block B, same being the southwest corner of Lot 2, Block B of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 610.29 feet to a 1/2-inch iron rod found for the south corner of said Lot 2, Block B and the southeast corner of said 14.3372-acre tract, same being in the existing north right-of-way line of said East Highway 290, and for the southeast corner of the tract described herein;

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THENCE with the existing north right-of-way line of said East Highway 290, the following three (3) courses:

- 1) S57°28'55"W, for a distance of 79.36 feet to 1/2-inch iron rod with cap stamped "Charles Swart" found for the beginning of a curve to the right and for an angle corner of the tract described herein,
- 2) With said curve to the right, having an arc length of 551.63 feet passing a 5/8-inch iron rod with aluminum punched hole found for the southwest corner of said 14.3372-acre tract, same being the southeast corner of a called 6.000-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316 [O.P.R.H.C.T.], an arc length of 756.83 feet passing a 1/2-inch iron rod found for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 5.100-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316, [O.P.R.H.C.T.], an arc distance of 1,455.56 feet passing a Concrete Highway Monument Found, and continuing a total arc length of 1,659.68 feet, a radius of 2,814.79 feet, a delta angle of 33°46'59", and a chord which bears S74°24'06"W, for a distance of 1635.74 feet to a concrete highway monument found for an angle corner of the tract described herein;
- 3) N88°41'58" W, for a distance of 149.71 feet passing a 1/2-inch iron pipe found for the southwest corner of a called 10.0105-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316 [O.P.R.H.C.T.], and continuing for a total distance of 393.02 feet to the **POINT OF BEGINNING** and containing 97.44 acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.000077936.

Units: U.S. Survey Feet.

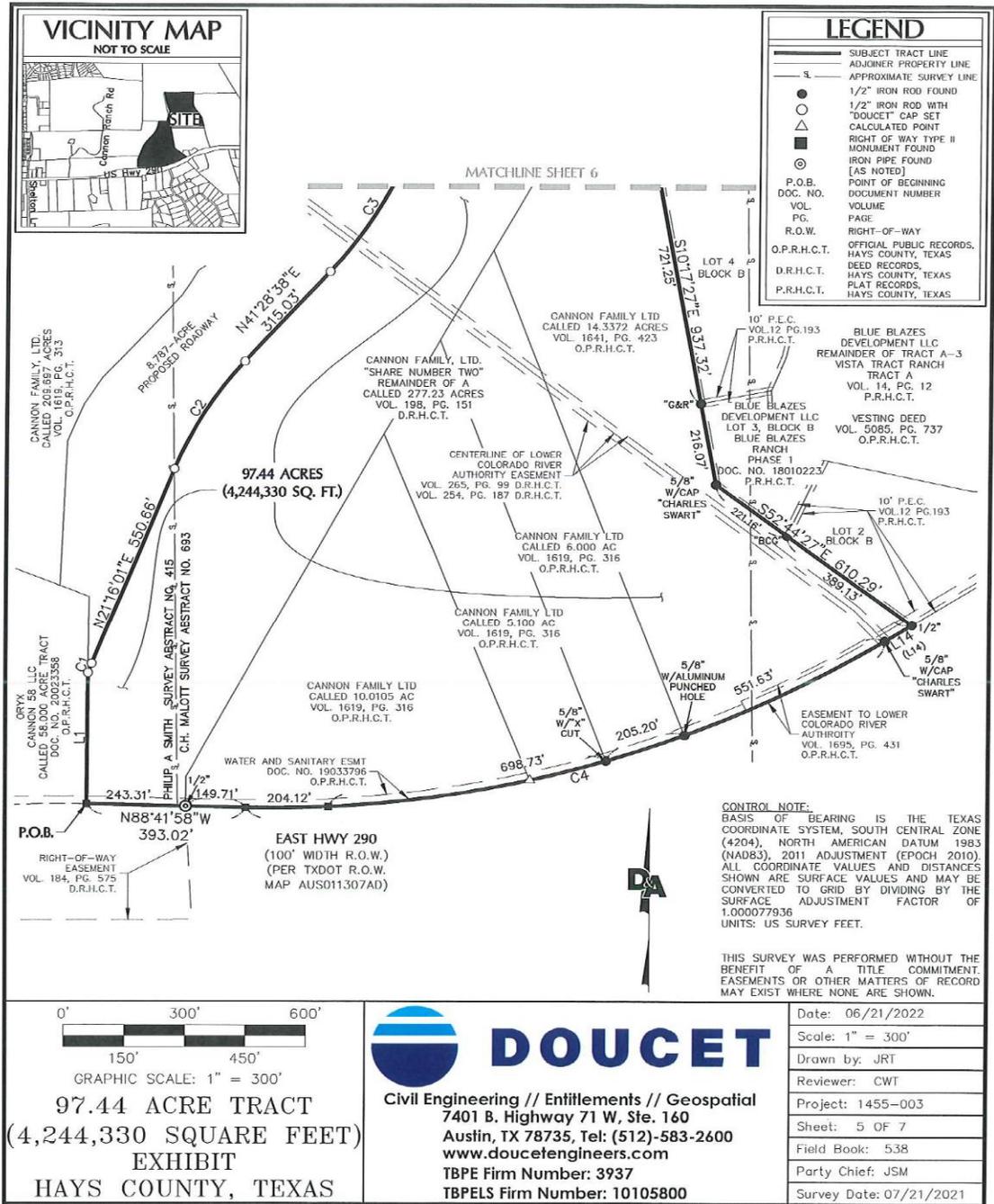
I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying exhibit of even date represent an actual survey performed on the ground.



 Christopher W. Terry
 Registered Professional Land Surveyor
 Texas Registration No. 6649
 Doucet & Associates
 Cterry@DoucetEngineers.com
 TBPELS Firm Registration No. 10105800

06/21/2022
Date





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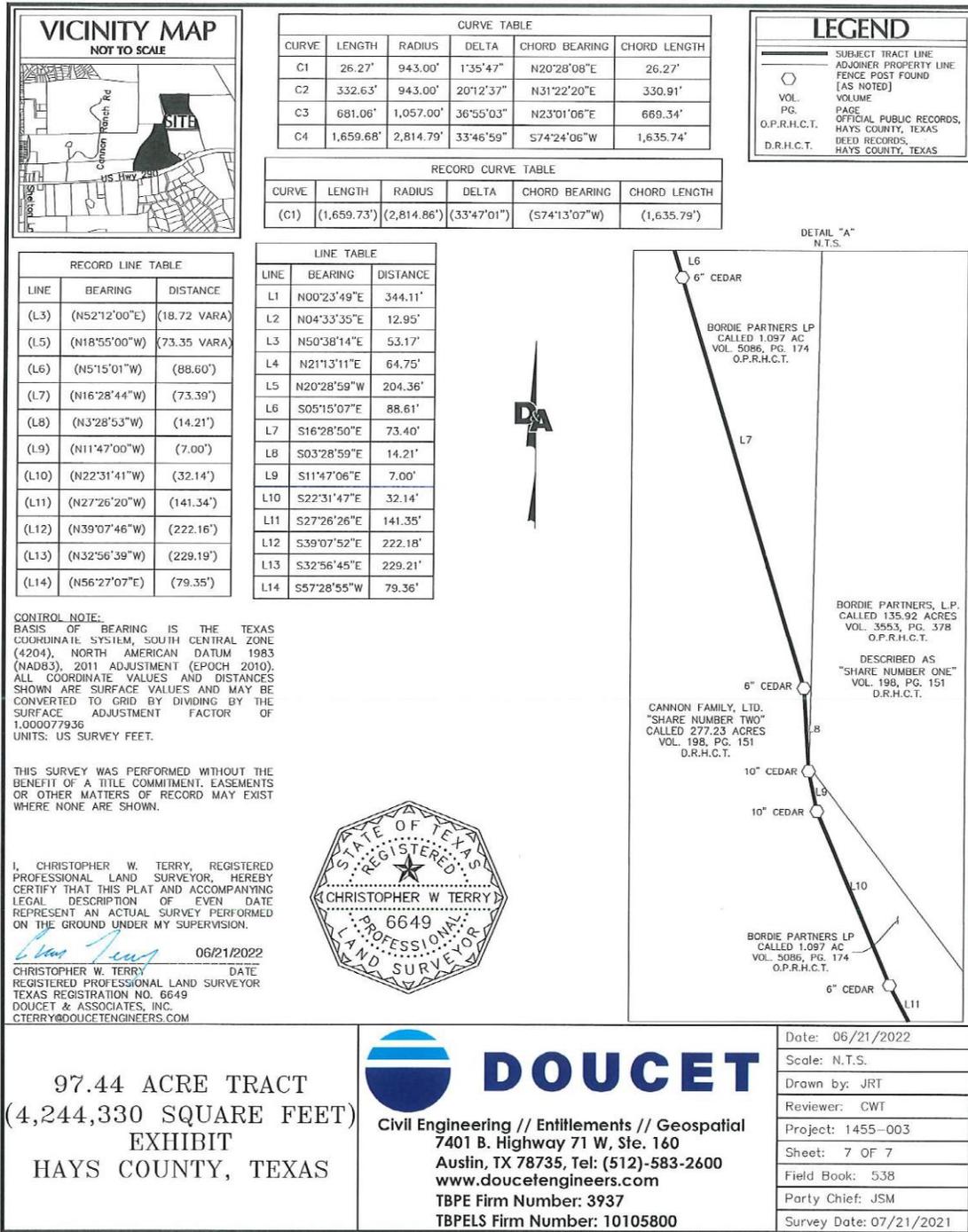
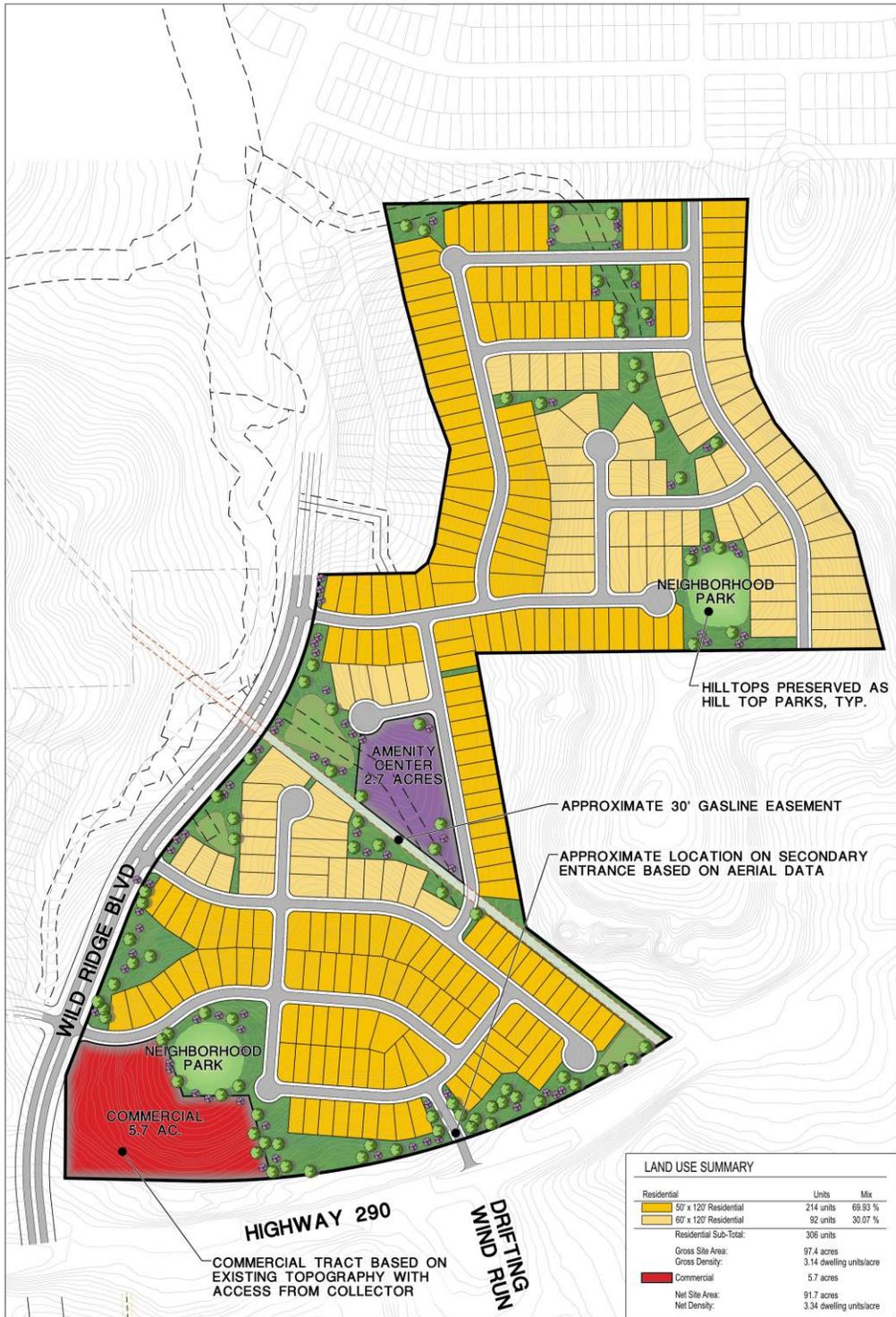


EXHIBIT B
PD Master Plan



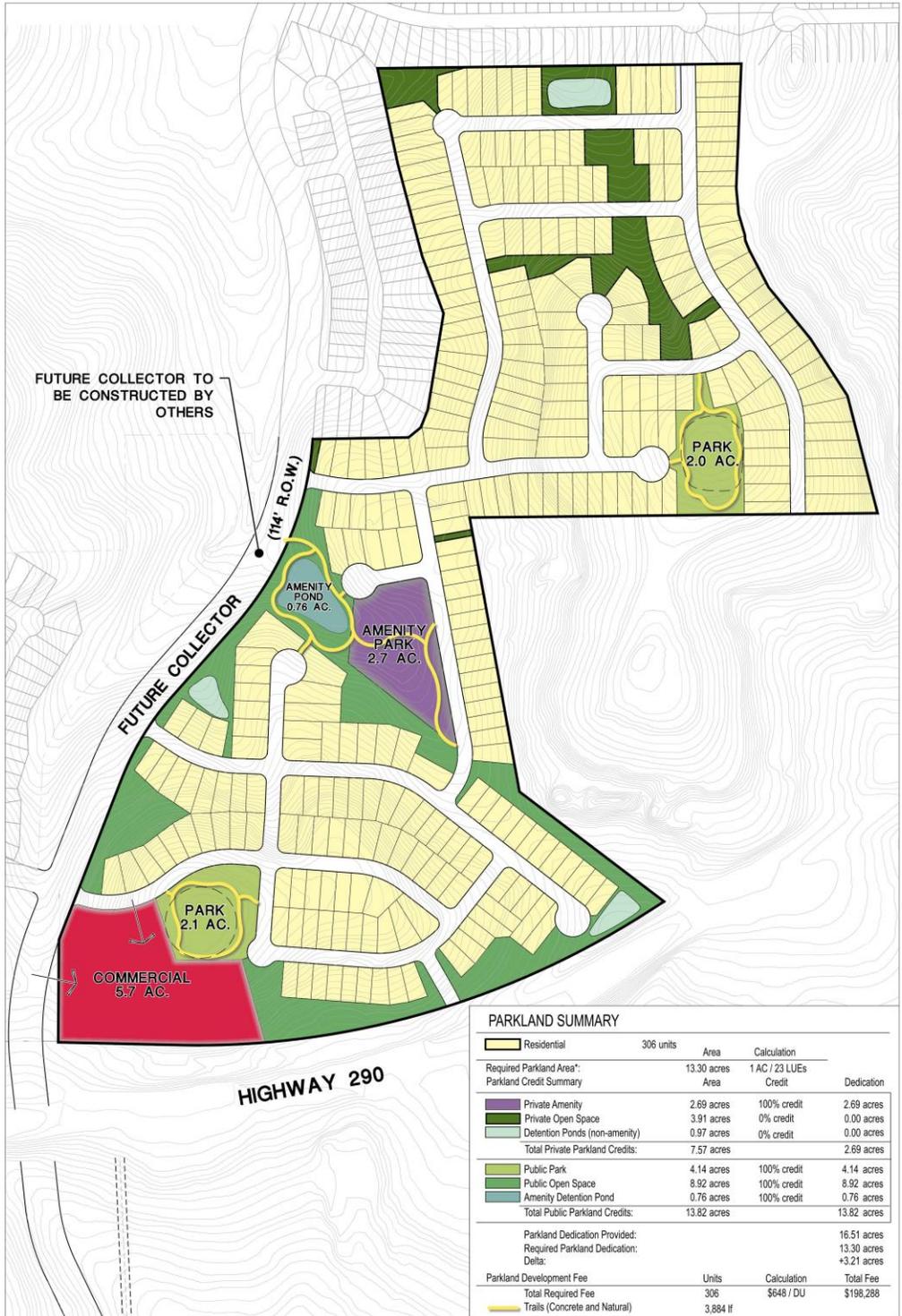
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AUSTIN, TEXAS
512.246.7883
www.secplanning.com + 202@secplanning.com

CONCEPT PLAN
HILLTOP VISTA
DRIPPING SPRINGS, TEXAS

Scale: 1" = 300'
North Date: September 27, 2022

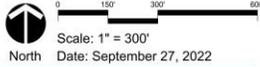
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Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT C PD Parks, Trails and Open Space



PARKLAND SUMMARY

Residential	306 units	Area	Calculation	
Required Parkland Area*		13.30 acres	1 AC / 23 LUEs	
Parkland Credit Summary		Area	Credit	Dedication
Private Amenity		2.69 acres	100% credit	2.69 acres
Private Open Space		3.91 acres	0% credit	0.00 acres
Detention Ponds (non-amenity)		0.97 acres	0% credit	0.00 acres
Total Private Parkland Credits:		7.57 acres		2.69 acres
Public Park		4.14 acres	100% credit	4.14 acres
Public Open Space		8.92 acres	100% credit	8.92 acres
Amenity Detention Pond		0.76 acres	100% credit	0.76 acres
Total Public Parkland Credits:		13.82 acres		13.82 acres
Parkland Dedication Provided:				16.51 acres
Required Parkland Dedication:				13.30 acres
Delta:				+3.21 acres
Parkland Development Fee	Units	Calculation	Total Fee	
Total Required Fee	306	\$648 / DU	\$198,288	
Trails (Concrete and Natural)		3,884 lf		



SEC Planning, LLC
Land Planning • Landscape Architecture • Community Branding
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1-817-246-7003
www.secplanning.com • info@secplanning.com

PARKLAND PLAN
CANNON RANCH EAST
DRIPPING SPRINGS, TEXAS

SHEET FILE: V:\202108-PUTX\Cad\SEC\PLANNING\Submittal\Parkland Plan\Parkland Exhibit 2022.09.27.dwg
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT D
Modification Chart (Project Approvals, including Variances and Exceptions)

EXHIBIT D: LIST OF VARIANCES & ALTERNATIVE STANDARDS					
#	Ordinance	Description	Requirement	Requested Variance	Justification
<i>Chapter 11 - Water Quality Protection</i>					
1	22.05.016(a)(2)	Maximum Impervious Cover	Sets maximum impervious cover for site development plans within the Edwards Aquifer Contributing Zone and the ETJ to 35%.	Maximum impervious cover for site development plans within the Edwards Aquifer Contributing Zone will be 55% with a per lot impervious cover maximum of 60%.	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types and variety of lot sizes.
2	22.05.015(c)(3)	Performance Standards	Establishes 90% removal of total suspended solids, total phosphorus, and oil and grease	Use water quality BMPs that achieve a TSS removal of 89% and comply with the TCEQ Optional Enhanced Measures (EOM) load management requirements per West Travis County Public Utility Agency requirements	Providing stream buffer per the TCEQ OEM that exceed the City of Dripping Springs water quality buffer requirements, including the LCRA Streambank Erosion Control volume in the water quality pond to protect natural waterways and habitat. Will create better use of the land, less long-term maintenance burden, more attractive water quality measures, and be consistent with State standards.
<i>Chapter 26 - Signs</i>					
4	26.06.063(b) & (c)	Monument signs for subdivisions	Maximum area of a sign shall not exceed 32 sq. ft. Maximum height for a sign shall not exceed 6 ft.	Maximum area and height for monument signs shall refer to the configuration of the letters only.	Allows flexibility for signage to be included as part of a decorative structure.

EXHIBIT D (continued)
Modification Chart (Project Approvals, including Variances and Exceptions)

#	Ordinance	Description	Requirement	Requested Variance	Justification
<i>Chapter 28 - Subdivisions and Site Development</i>					
5	Exhibit A, 3.13	Lapse of plat approval	<p>Preliminary Plat: All of the following shall occur within 183 calendar days following Preliminary Plat approval: 1) City Engineer's approval of engineering 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 improvements; and 2) payment of all applicable fees that are traditional 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.)</p>	<p>Preliminary Plat: All of the following shall occur within the 365 calendar days following Multi-Phased Preliminary Plat approval: 1) City Engineer's approval of construction plans for initial Phase of the proposed public improvement; 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 initial Phase final plat shall be submitted to the city, the later of 365 calendar days following approval of the preliminary plat or within 30 days of City wastewater service availability or City approved alternative wastewater service to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter). Once conditions of Phase 1 are met the Preliminary Plat shall be valid for 10 years unless such is extended or reinstated pursuant to provisions in this Chapter. Regardless of whether City wastewater service is available, the City will review and approve all documents and permits necessary for development to proceed and infrastructure be accepted. However, no certificates of occupancy for structures within the Project shall be issued until suitable wastewater service is available or, the City's pending discharge permit has been cleared by the Texas court system or the City approves otherwise.</p>	Allow time for the construction of infrastructure improvements
6	Exhibit A, 3.13	Lapse of plat approval	<p>Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the county, including plat mylars, filing fees, etc., shall be submitted to the City within 30 calendar days of the date of final approval. (The 30-day period shall commence upon County approval of final plat if the property is in the ETJ.)</p>	<p>Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within 365 calendar days of the date of final approval.</p>	Allows time for the construction of infrastructure improvements prior to recordation of plats.

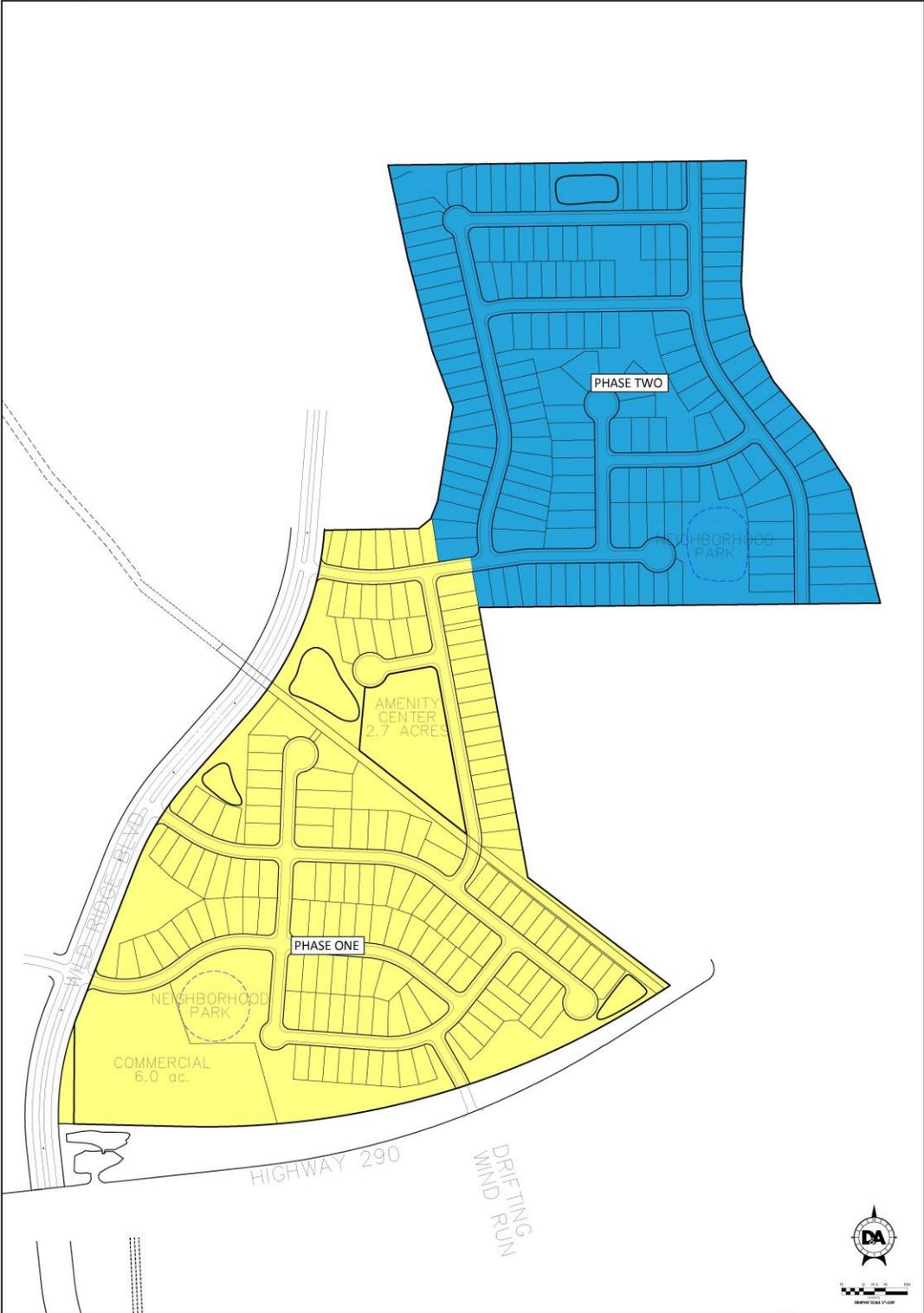
7	Exhibit A, 11.21.1	Residential block lengths	Shall not exceed 1,200 ft. between centerlines of street intersections	Shall not exceed 3,000 ft. between centerlines of street intersections at the perimeter of the property	This relates only to the perimeter of the property where access to neighboring property is limited by topographic conditions and adjacent land use.
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EXHIBIT D (continued)
Modification Chart (Project Approvals, including Variances and Exceptions)

#	Ordinance	Description	Requirement	Requested Variance	Justification
8	Exhibit A, 30.2	Performance Guarantees	Required for public improvements	Performance guarantees shall be issued in the name of each current and future owner of public improvements.	Public improvement will be owned and maintained by separate entities and thus performance guarantees shall be issued for each entity's benefit for the improvements that will be dedicated to them.
9	28.04.018	Cuts and fills	No fill or cut on any building site shall exceed a maximum of 6 ft. of depth.	Improvements requiring a site development permit will be held to no more than 30 ft. cut and/or fill.	To respond to topographic conditions and provide roadways that meet design requirements
10	28.06.051 (a) & (B)	Residential Street Tree Requirements	Street trees (2 each, 4-inch caliper trees/50 linear ft.) to be planted adjacent to or near street right-of-way per associated zoning classification.	2-1/2"-inch caliper or greater street trees planted within 5 ft. of the public right-of-way shall receive credit towards tree replacement requirements at a ratio of 1:1	The development will provide a strong streetscape with mature trees earlier in the life of the project with this street tree planting plan.
<i>Hays County Development Regulations (2017), Chapter 721 - Roadway Standards</i>					
11	Table 721.02	Cul-de-sac ROW/Pavement Radius (feet)	70/45 for Urbanized Local and Minor Collector	60/50 for Urbanized Local.	To preserve the natural character of the site by minimizing roadway impacts.
12	Table 721.02	Knuckles	No provision	Knuckles are allowed. Minimum ROS radius is 50 ft. Minimum pavement radius is 40 ft.	Preserves natural character by minimizing roadway impacts and concentrating residential density.
13	Section 5.6	Parking requirement for Private Amenity Sites	One parking space is required per 100 sq. ft. of pool deck plus pool surface area	One parking space per 300 sq. ft. of pool surface area	Private Amenity Centers are meant to be walkable for the community, reducing the reliance on large parking areas. Trail connections and bike racks will be provided at the amenity to reduce the need for excessive parking.

EXHIBIT E Phasing Plan

Drawing: C:\pdr_writing\graphics\external\02771\055-004 Phasing Exhibit.dwg
User: dmc02771
Last Modified: May 11, 2011 10:46
Plot Date/Time: May 25, 2011 10:41:42



Designed: JH
Checked: SE
Drawn: EP
Date: 10/13/2010
EXHIBIT
Project No.: 1455-004

CANNON EAST
DRIPPING SPRINGS, TEXAS

PHASING EXHIBIT

DOUCET
Civil Engineering // Entitlements // Geospatial
7401 S. Highway 71 W. Ste. 140
Austin, TX 78735, Tel: (512) 385-2600
www.doucet-engineers.com
TBE Firm Number: 3937
TBE Firm Number: 10165800

EXHIBIT F
PD Uses Chart

The uses permitted in PDD – __ are as follows:

Residential areas:

- Single-Family Dwelling, Detached;
- Accessory Building/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Community Center, Private; and
- Those uses listed in the City's zoning ordinance for the GR District or any less intense residential district uses are hereby permitted by right within the Project, and others are designated as requiring a Conditional Use Permit (CUP).

Commercial Area:

- Used allowed in GR zone with the additional permitted usages:
 - o Banks with or without drive-thru
 - o Convenience Store with gasoline sales
 - o Restaurant with Drive-Thru

EXHIBIT G Street Standards

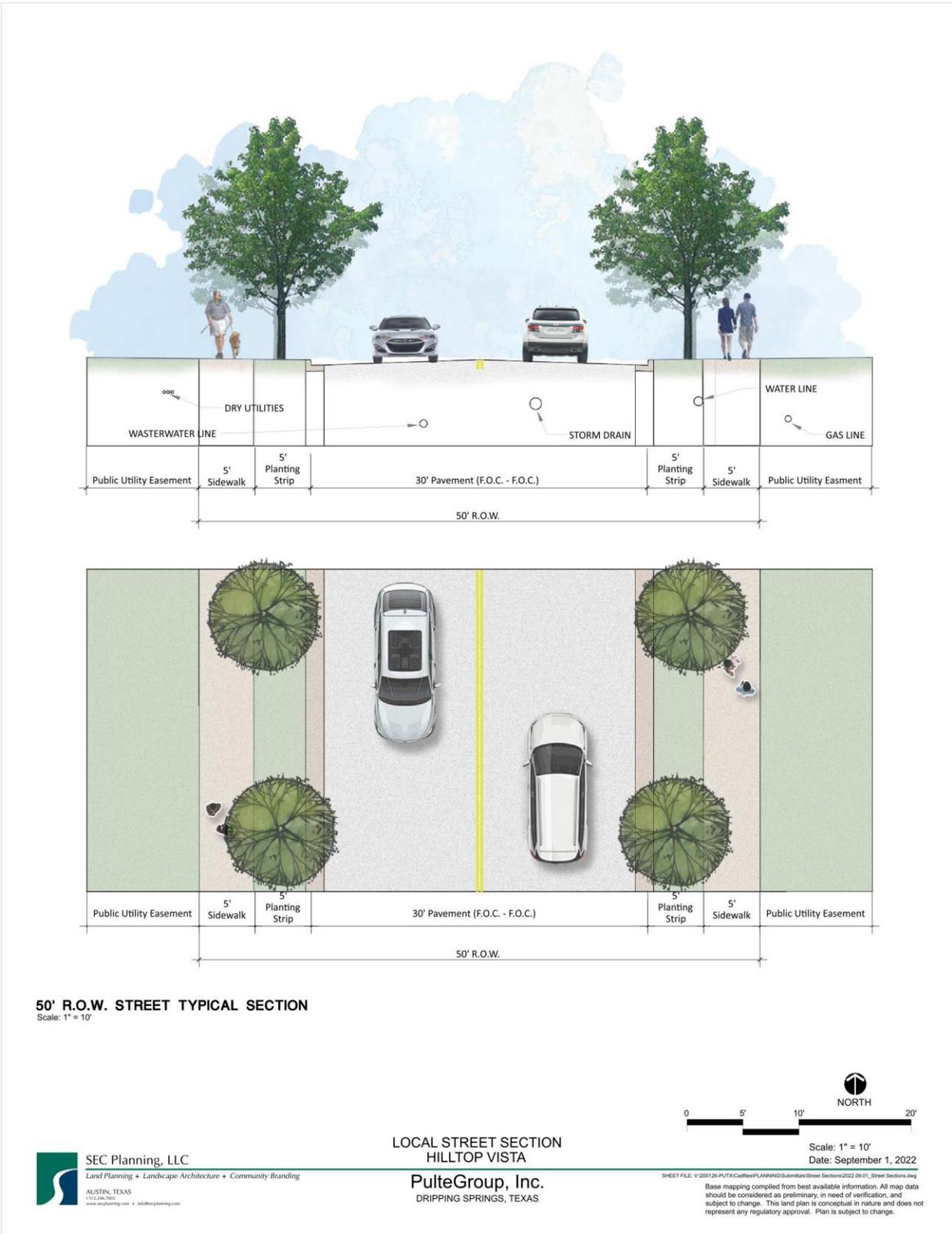


EXHIBIT H Water Quality Buffer Zones

Drawing: C:\p\m_working\gndm\cannon\cannon\cannon.dwg
User: doucet
Date: 04/22/2014 10:22:08 AM
Plot Date: 04/22/2014 10:22:08 AM



Designed by	
Drawn by	
Reviewed by	
Date	4/22/2014
EXHIBIT	
Project No.	1352-004

CANNON EAST
DRIPPING SPRINGS, TEXAS

PLANNED DEVELOPMENT DISTRICT
Exhibit - Water Quality Buffer Zones

DOUCET
Civil Engineering // Estimation // Geospatial
7801 S. Highway 71 W, Ste. 140
Austin, TX 78728, Tel: (512) 382-2400
www.doucetengineers.com
TSP# Firm Number: 2727
TSP#2 Firm Number: 1018800

CANNON RANCH WEST LAND USE SUMMARY

RESIDENTIAL	ACRES	DENSITY	UNITS
TH/MF/SFR	6.8 ac.	24.0 du/ac	163 units
RES. SUB-TOTAL:		6.8 ac.	
COMMERCIAL	12.0 ac.		
OPEN SPACE*	4.4 ac.		
TOTAL		23.2 ac.	7.0 du/ac
			163 units

Notes:
* Open space includes lake, detention, parks, and buffers

CANNON RANCH EAST LAND USE SUMMARY

RESIDENTIAL	ACRES	DENSITY	UNITS
TH/MF/SFR	31.5 ac.	24.0 du/ac	757 units
RES. SUB-TOTAL:		31.5 ac.	
COMMERCIAL	8.0 ac.		
MUNICIPAL	1.0 ac.		
PROPOSED R.O.W.	1.0 ac.		
OPEN SPACE*	10.7 ac.		
TOTAL		52.2 ac.	757 units
GROSS DENSITY			14.5 du/ac

Notes:
● ● ● ● ● TRAILS, TYP.
* Open space includes lake, detention, parks, and buffers

MF / Commercial Flex Area





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 1, 2022

Agenda Item Wording: **Discuss and consider approval of the 2023 City Council & Board of Adjustment meeting calendar.**

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: Each year the City Council & Board of Adjustment annual meeting calendar is drafted according to the committee's meeting frequency and the approved City Holiday and Closures Calendar.

Attached for approval is the 2023 CC & BOA Meeting Calendar with meetings highlighted in maroon. The first meeting in July falls on the approved 4th of July (Independence Day) holiday, which will need to be rescheduled or cancelled.

Recommended Council Actions: It is the council's pleasure to reschedule any meeting on this calendar. Staff does recommend rescheduling or cancelling the July 4, 2023, meeting and approving the calendar with any changes.

Attachments:

1. Approved City Holiday and Closure calendar with DSISD and Hays County holidays.
2. Draft 2023 CC & BOA Meeting Calendar

Next Steps/Schedule:

1. Incorporate approved calendar into final meeting calendar.
2. Update city website for meetings, add to meeting room calendar and send calendar invites to city council, board of adjustment, staff, consultants, and council members.
3. Distribute final calendar to council and staff.

2023 City Council & BOA Meeting Calendar

Use spinner to change the calendar year

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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CODS Holidays

- 01/02/23** New Year's Day
- 01/26/23** Martin Luther King Jr. Day
- 02/20/23** Presidents' Day
- 05/29/23** Memorial Day
- 07/04/23** Independence Day
- 09/04/23** Labor Day
- 10/09/22** Columbus Day
- 11/10/23** Veterans Day
- 11/23/23** Thanksgiving Day
- 11/24/23** Thanksgiving Holiday
- 12/22/23** Christmas Eve
- 12/25/23** Christmas Day
- 12/29/23** New Year's Eve

CC & BOA Meetings

Meeting Frequency: 1st and 3rd Tuesday
Meeting Time: 6:00 p.m.
Meeting Location: City Hall

- 01/03/23** Regular Meeting
- 01/17/23** Regular Meeting
- 02/07/23** Regular Meeting
- 02/21/23** Regular Meeting
- 03/07/23** Regular Meeting
- 03/21/23** Regular Meeting
- 04/04/23** Regular Meeting
- 04/18/23** Regular Meeting
- 05/02/23** Regular Meeting
- 05/16/23** Regular Meeting
- 06/06/23** Regular Meeting
- 06/20/23** Regular Meeting
- 07/04/23** Regular Meeting
- 07/18/23** Regular Meeting
- 08/01/23** Regular Meeting
- 08/15/02** Regular Meeting
- 09/05/23** Regular Meeting
- 09/19/23** Regular Meeting
- 10/03/23** Regular Meeting
- 10/17/23** Regular Meeting
- 11/07/23** Regular Meeting
- 11/21/23** Regular Meeting
- 12/05/23** Regular Meeting
- 12/19/23** Regular Meeting

2023

City of Dripping Springs Holiday Calendar

Use spinner to change the calendar year

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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FEBRUARY

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APRIL

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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- 01/02/23** New Year's Day
- 01/16/23** Martin Luther King Jr. Day
- 02/20/23** Presidents' Day
- 05/29/23** Memorial Day
- 07/04/23** Independence Day
- 09/04/23** Labor Day
- 10/09/22** Columbus Day
- 11/10/23** Veterans Day
- 11/23/23** Thanksgiving Day
- 11/24/23** Thanksgiving Holiday
- 12/22/23** Christmas Eve
- 12/25/23** Christmas Day
- 12/29/23** New Year's Eve

DSISD and Hays County Holidays

- 3/13-17/23** DSISD Spring Break
- 04/10/23** Hays County Easter
- 06/19/23** Hays County Juneteenth
- 11/20-24/23** DSISD Thanksgiving Break
- 11/22-24/23** Hays County Thanksgiving Holiday
- 12/18-29/23** DSISD Winter Break
- 12/22-25/23** Hays County Christmas Holiday

Staff Development / Quarterly Meetings

- 03/02/23** Staff Development / Quarterly Meeting
- 06/01/23** Staff Development / Quarterly Meeting
- 09/07/23** Staff Development / Quarterly Meeting
- 12/07/23** Staff Development / Quarterly Meeting



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 1, 2022

Agenda Item Wording: **Discuss and consider the Appointment of Dr. Mark Miller to the Utility Commission as the Hays Trinity Groundwater Conservation District (HTGCD) member and Charlie Busbey as an At-Large member for terms ending June 30, 2024; and, the Appointment of a Chair to serve a term ending June 30, 2023.**

Agenda Item Requestor: Aaron Reed, Public Works Director

Summary/Background: **Member Responsibilities**

Section 2.04.282

This division provides standards for the formation, function, and responsibilities of a commission tasked with representing various citizen groups and their interests as part of the city council's greater discussion of transportation, planning, and improvements. The commission is formed to:

- (1) Assist the city in its wastewater plant operations and reuse plans, including expansion.
- (2) Assist the city in achieving its goal of 100 percent beneficial reuse.
- (3) Assist the city in achieving its goal of not discharging effluent at any time.
- (4) Assist the city with procedures and policies related to retail water services provided by the city.

Member Selection

Section 2.04.284 (c)

This division provides standards for the formation, function, and responsibilities of a commission tasked with representing various citizen groups and their interests as part of the city council's greater discussion of transportation, planning, and improvements. The commission is formed to:

- (1) Assist the city in its wastewater plant operations and reuse plans, including expansion.
- (2) Assist the city in achieving its goal of 100 percent beneficial reuse.
- (3) Assist the city in achieving its goal of not discharging effluent at any time.
- (4) Assist the city with procedures and policies related to retail water services provided by the city.

Membership Requirements

Resident of City or ETJ, at least two members must be city residents.

Officer Appointments

The City Council shall appoint the chair and the commission selects the vice chair.

Membership

The Commission shall consist of 5 members with 2 of those members selected from recommendations provided by the Hays Trinity Groundwater Conservation District.

Current Membership

Member	Term	Seat Description
Charlie Busbey, Interim Chair	06/30/24	At-Large
Matthew Ordway	06/30/23	At-Large
Lara Dudek	06/30/23	At-Large
Roger Kew	06/30/23	HTGCD
Jeff Foreman	06/30/22	HTGCD

Vacancies

There is currently one (1) vacancy for an HTGCD representative. On October 18, 2022, a recommendation for this seat was received by HTGCD General Manager Charlie Flatten as voted on by the HTGCD Board.

Recommended Council Actions:

Staff recommends the appointment of Dr. Miller and Charlie Busbey for terms ending June 30, 2024, and staff recommends the appointment of Charlie Busbey as chair as he has been serving as interim since August 2022.

Attachments:

1. HTGCD Recommendation
2. Dr. Mark Miller Application
3. Charlie Busbey request for reappointment

Next Steps/Schedule:

1. Inform members of Council decision
2. Update roster and website
3. Email commission on appointments

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA

MONDAY, AUGUST 22 , 2022
3:30 -5:00 PM

COMMITTEE MEMBERS:

Chairman – Travis Crow – Not Present
City Council Rep.—Travis Crow
Vice Chair-- Sharon Hamilton
Vacant
Jimmy Brown - Present

Aaron Reed, Public Works Director - Present
Planning & Zoning Commission Member—
Doug Crosson – Not Present
John Pettit - Present
Ben Sorrell – Non-Voting Member –
Not Present

Chad Gilpin, P.E., City Engineer
- Present

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT
DSISD – Pam Swanks, Clint Pruett
TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E.
~~CAMPO – Doise Miers~~
HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

AGENDA

Start 3:33pm

- 1. TXDOT
 - Project Updates
 - a. Will Semora an overview of the projects.
 - b. Creek Road Bridge is wrapping up and opened on Friday last week.
 - New/Other Project(s) Update
- 2. Hays County
 - Project Updates
 - a. Upset Belterra residents: Start on the 2nd week of school and striping of the lanes
 - b. FM 150 and RR 12: The Roundabout layout, exhibits, and agreement will be sent to the City so the City’s Engineers can start work
 - New/Other Projects(s) Update

3. Dripping Springs

- Headwaters TIA and Hays Country Acres
 - a. The City will collaborate with the County on this
- TXDOT studies along RR 12, Aaron will ask Will for assistance on this matter later on.
- Speed, Safety issues, sight triangles at RR12 and Sports Park rd.
- Clint Pruett of DSISD speaks about school traffic, routing, pickup and drop off
- Founders Ridge HOA Letter and Study
- TIA Requirements
 - a. Leslie goes over TIA requirements on expiration, trip threshold, level of service, standardizing the process, cost of improvements in accordance with inflation
 - b. Willie notes that TxDOT is leaning towards 1,000 trips per day to cross the trip threshold. Joint scope, clarify the process with TxDOT & Hays County in the guidelines.
 - c. Left and right turn lanes driveway assessment if the TIA is not triggered
 - d. 5 Year expiration date is noted to be too long by John Petit
 - e. Special consideration for thresholds based on recurring events that may increase traffic at certain times of each month
 - f. Vote to take this back to Transportation prior to Council: John P., Jimmy, Chad, Aaron, Sharon vote yes for this to return to Transportation.
- Village Grove and Sports Park Road
 - a. Since Village Grove will create a road that will easily flow towards US 290 from RR 12, it'll become a major road for the flow of traffic and is therefore prioritized.
 - b. Nico is a business owner on Sports Park rd and is concerned about the traffic light going away due to Village Grove. Leslie has explained this in the above statement.
 - Nico E-La-ie speaks to how this may affect her business as drivers will be rerouted around her property, not see the restaurant or be going towards it. She notes that there should be better traffic study.
 - c. Village Grove TIA addresses this quadrant. Nico notes that other businesses like Caster Studios as well. Village Grove should analyze sports park rd remaining as a two-way.
- Transportation Symposium

4. HDR (Traffic Engineering Consultant)

- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth – With the developer
 - b. Dreamland
 - c. Cannon East - With the developer
 - d. Ariza Springs – How will they're new driveway affect north and south of US 290

- Headwaters Traffic Study
 - a. Operations and conflicts on the left turn lane

 - DSISD Middle School and Walnut Springs
 - a.
5. New Business
6. Adjourn – 4:53pm

SH
JP

2

**CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, JULY 25, 2022
3:30-5:00 PM**

COMMITTEE MEMBERS:

Chairman – Travis Crow	Aaron Reed, Public Works Director
City Council Rep.—Travis Crow	Planning & Zoning Commission Member— Doug Crosson
Vice Chair-- Sharon Hamilton – late 3:36pm	John Pettit
Barrett Criswell – Not present	Ben Sorrell – Non-Voting Member
Jimmy Brown – late 3:38pm	Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruett

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

AGENDA Start 3:30pm

1. Introduction of New Committee Members
 - Doug Crosson
 - Jimmy Brown
2. TXDOT
 - Project Updates – Document sent by William Semora
 - Recap of Roundtable Discussion with CODS and Hays County
 - New/Other Project(s) Update

3. Hays County

- Project Updates
 - FM 150 and FM 3237, lights should be on
 - Trautwein utilities still clearing
 - RR12 and FM 150 Full build out so the City won't have to relocate utilities. Still in review with Robby. FM 150 waiting for full build-out.
- New/Other Projects(s) Update

4. Dripping Springs

- HDR Task Order Headwater Commercial
 - Geoffrey T. leaves and Sherrie P. enters.
 - Hazardous left and right turn at the intersection of Beverly Dr and US 290. Traffic from the west turning left onto Beverly Dr gets on the left turn lane early and potentially creates a situation that can create a head-on collision because of drivers from Beverley Drive getting onto the left turn lane to turn onto E Creek Dr.
 - TC, JP, DC, JB, BS, SH vote yes to budget improvements for this.
 - Sherrie P. leaves @ 4:11 pm. Geoffrey T. returns.
- Caliterra Signal
 - The developer has contracted a design team to design the signal. Caliterra designs constructs and gives it to TxDOT.

5. HDR (Traffic Engineering Consultant)

- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth
 - 1. The Developers are contributing to improvements on Creek Road.
 - 2. Shared use path.
 - b. Dreamland
 - 1. TIA to relocate their driveway and align with Bunker Ranch. The development team is still working on the TIA.
 - c. Village Grove

1. Leslie needs the final TIA and then work with TxDOT.

d. PDD 11—RR 12 Multi-family project

e. Ariza Springs

1. Leslie has issued comments on the TIA and is back on the developer.

6. New Business

- Hays Country Acres to be placed on the next agenda

7. Adjourn 4:56pm

- TC – 1st ; JP – 2nd

**CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, SEPTEMBER 26 , 2022
3:30 -5:00 PM**

COMMITTEE MEMBERS:

Chairman – Travis Crow	Aaron Reed, Public Works Director
City Council Rep.—Travis Crow	Planning & Zoning Commission Member— Doug Crosson
Vice Chair-- Sharon Hamilton	John Pettit
Roman Grijalva	Ben Sorrell – Non-Voting Member X
Jimmy Brown – Late 3:32	Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith (3:38pm), Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruett

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

AGENDA – Start 3:31 pm

1. Appointment of Roman Grijalva
2. TXDOT
 - Project Updates
 - a. 150 Widening around Darden Hill rd it has about 8 more months
 - b. Creek Road bridge replacement went well.
 - c. Rob Shelton sidewalk. Granite trail is mostly complete. Concrete is being added
 - New/Other Project(s) Update
 - a. 290 Updates
 - b. 1826 schematics to keep it moving along
3. Hays County
 - Project Updates
 - a. Construction to start around 3227 and winter's mill for a right turn lane.
 - b. Trautwein is about 95% complete and waiting for utilities.

- c. Darden hill and sawyer ranch roundabout.
- d. 967 and 1626 to 1826 ribbon cutting.

- New/Other Projects(s) Update

4. Dripping Springs

- Caliterra Signal Update
 - Mercer St. Road Improvements
 - Rob Shelton TASA Update
 - a. Most work north of US 290 has been completed
 - Village Grove and Sports Park Road
 - a. Concerns of a business owner of Sports Park Rd becoming a one way road. Leslie speaks to the traffic analysis of different directions for Sports Park Rd to flow. Most likely the right in and right out option, but have the flexibility to change this to ensure traffic safety.
 - Traffic Symposium
 - a. Ways to alleviate traffic in Dripping Springs aside from asking TxDOT and the County. Doug Crosson volunteers for the symposium.
5. HDR (Traffic Engineering Consultant)
- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth
 - b. Dreamland – Bunker Ranch alignment and to have a signal at that intersection.
Concerns for the drainage. Issues with developments in the ETJ constructing without a permit.
 - c. Cannon East – Pulte potentially walked out on this development.
 - d. Ariza Springs – Have access from TxDOT and potential signalization.
6. New Business
- Heritage, RR 12, and OFR turn lanes for safety
7. Adjourn @ 4:43pm

2

From: kevinherron@austin.rr.com
To: "mfischer@cityofdrippingsprings.com"
Sent: Wednesday October 26 2022 3:33:28PM
Subject: Revised Status of DS City Offices Remodel

Michelle,

As per your request for a status report of the DS City Offices Remodel, I am "bullet-pointing" the current status of the project and the remaining items required for submittal for building permit.

-Final Architectural drawings have been completed (10.25.22) and have been distributed to you and the TAS plan reviewer (Rob Roy Parnell).

-Final architectural invoice has been submitted (10.25.22).

-TAS Plan Reviewer has completed a preliminary accessibility review on the project and his comments have been incorporated into the final architectural drawings that have been distributed. He will release the final review report once he has had a chance to look over the revised architectural drawings and the Plumbing plan from the MEP engineer. He has already set up a file with TDLR and has received the TABPRJ number for the project. I believe you said that he has forwarded that number to you already. Not sure if he will invoice you directly or if he will send the final invoice to me first.

-We need to find an MEP engineer to prepare mechanical, electrical and HVAC drawings and he/she needs to send you a proposal and scope of services agreement. The MEP engineer needs to include an existing conditions survey and completion of a COMCheck for the lighting and HVAC components of the project in the proposal. After proposal approval, the engineer needs to complete the MEP drawings and send them to me for inclusion into the submittal for building permit and forwarding to Rob Roy for review. I will forward the final architectural drawings in both PDF and CAD format to the MEP engineer for his use. The MEP engineer will invoice the city directly.

-Once I have the completed MEP drawings, COMCheck and final accessibility report from the TAS Plan Reviewer, I will combine all these into one final PDF, fill out the Permit Application and submit to the city's building department for building permit review.

-Building Department and Fire Department will review the drawings and reports and create comments that may or may not trigger revisions to the drawings. If revisions are required, then the MEP engineer and myself will address the revisions on our drawings and I will then re-submit for approval and issuance of a building permit.

-I will be available to help you as needed or desired with any discussions and/or decisions concerning contractor selection and construction observation as the project moves forward.

Let me know if you need further information on any portion of this status report and if this email will suffice for your needs.

Kevin

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Herron Design Studio architecture

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Dripping Springs, Texas 78620

512.858.9889 phone/fax