City Council & Board of Adjustment Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, October 06, 2026, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Ana Grace Husted
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Aniz Alani
City Secretary Diana Boone
IT Director Jason Weinstock
Planning Director Tory Carpenter
Parks & Community Services Director Andy Binz
People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

BOARD OF ADJUSTMENT

CALL TO ORDER & ROLL CALL

Board Members
Chair Bill Foulds, Jr.
Taline Manassian
Ana Grace Husted
Geoffrey Tahuahua
Travis Crow
Sherrie Parks

BOARD OF ADJUSTMENT AGENDA

1. **Public hearing, discussion, and consideration of approval of VAR2026-007: a variance request to reduce on-site parking requirements for the Headwaters East Commercial development.** *Applicant: Daniel Campbell (ME Headwaters REG, LP).*

    a. Applicant Presentation
    b. Staff Report
    c. Planning & Zoning Commission Report
    d. Public Hearing
    e. Variance

CITY COUNCIL

PRESENTATION OF CITIZENS

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

CONSENT AGENDA

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

2. **Approval of the August 4, 2026 City Council Special Meeting Minutes.**

3. **Approval of the August 11, 2026 City Council Special Meeting Minutes.**

4. **Approval of the August 2026 Treasurer's Report.** *Deputy City Administrator, Shawn Cox*

5. **Approval of the appointment of Hannah Wier to the Farmers Market Committee for a two (2) year term ending on June 30, 2028.** *Sponsor: Mayor Pro Tem Taline Manassian*

6. **Approval of the appointment of Jason Neyland and the reappointment of Todd Purcell, Penny Reeves, and Terry Polk to the Dripping Springs Ranch Park Board for a two (2) year term ending on September 30, 2028, and the reappointment of Todd Purcell as Chair for a one (1) year term.** *Sponsor: Council Member Sherrie Parks*

7. **Approval of a Resolution of the City of Dripping Springs designating News-Dispatch as the Official Newspaper for the City of Dripping Springs for Fiscal Year 2026-2027.**

8. **Approval to authorize City Staff to exceed $50,000.00 worth of purchases from Chuck Nash for the purchase of a 2026 Chevrolet 3500 utilizing funding approved in the FY-2027 Budget.** *Sponsor: Mayor Bill Foulds*

9. **Approval of a Professional Services Agreement with Keenan E. Smith, AIA, doing business as City Lights Design Alliance, for TIRZ project management services for a one-year term beginning October 1, 2026, at $150 per hour, in an amount not to exceed $43,200; and authorize the City Administrator to execute the agreement.** *Sponsor: Mayor Pro Tem Taline Manassian*

BUSINESS AGENDA

10. **Discussion and possible action regarding a Resolution authorizing the publication of Notice of Intention to issue City of Dripping Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2027 and other matters related thereto.** *Sponsor: Mayor Bill Foulds, Jr.*

11. **Discussion and possible action on ordinance amending Chapter 24, Article 24.02, Division 8, Section 24.02.351, and repealing Section 24.02.352, of the City Code of Ordinances to adopt the 2021 International Energy Conservation Code without local amendments; establishing transition rules; and providing for findings of fact, repealer, severability, effective date, and proper notice and meeting.** *Sponsor: Mayor Bill Foulds, Jr.*

12. **Discussion and possible action to approve the award of a contract related to the Mercer Street Paseo Phase 2 Project with a value not to exceed $100,000 to S&D Constructors, Inc.** *Sponsor: Mayor Pro Tem Taline Manassian*

13. **Discussion and possible action regarding the 2026 Songwriters Festival Temporary Road Closure and Traffic Control Plan for October 16-18, 2026, authorizing the temporary closure of a portion of College Street from Mercer Street 160 feet south towards Wallace Street (the entrance to Mazama's parking lot) and the temporary closure of the east bound lane of Mercer Street from North San Marcos Street to North Bluff Street.** *Sponsor: Mayor Bill Foulds, Jr.*

14. **Discussion and possible action regarding a Temporary Street Closure Permit Request from the Dripping Springs Lions Club to temporarily close portions of Mercer Street, College Street, San Marcos Street, and Old Fitzhugh Road on December 5, 2026 for the 2026 Christmas on Mercer event.** *Sponsor: Council Member Sherrie Parks*

15. **Review, discussion, and possible action regarding the current participation and use agreements between the City of Dripping Springs and the non-profit organizations involved in the Founders Day Festival: Dripping Springs Lions Club; Dripping Springs Cook-Off Club; St. Martin de Porres Catholic Church; Dripping Springs Knights of Columbus Council #11695; Veterans of Foreign Wars Post 2933; and Dripping Springs Independent School District.** *Sponsor: Council Member Sherrie Parks*

16. **Discussion and possible action regarding the proposed Founders Day Festival Official Participant Expression Ordinance and direction to staff concerning political campaign activity in the Festival's official program.** *Sponsor: Council Member Sherrie Parks*

17. **Discussion and possible action regarding an ordinance amending Article 2.02, Ethics, of the City of Dripping Springs Code of Ordinances to address disclosure of covered relationships, participation in matters presenting local conflicts, procedures for obtaining legal guidance, and related administration.** *Sponsor: Mayor Bill Foulds, Jr.*

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), 551.0761 (Deliberation Regarding Critical Infrastructure Facility), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

18. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** (*Consultation with Attorney, 551.071)*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings
October 20, 2026 at 6:00 p.m.
November 3, 2026 at 6:00 p.m.
November 17, 2026 at 6:00 p.m.
December 1, 2026 at 6:00 p.m.
December 15, 2026 at 6:00 p.m.

Board, Commission, & Committee Meetings
DSRP Board, October 14, 2026 at 11:00 a.m.
Farmers Market Committee, October 15, 2026 at 10 a.m.
Utility Commission, October 15, 2026 at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on September 30, 2026 at 4:00 p.m.

_____

Diana Boone, City Secretary

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

City Council – Board of Adjustments
Planning Department Staff Report

BOA Meeting:	October 6, 2026
Project No:	VAR2026-007
Project Planner:	Sara Varvarigos, AICP, Senior Planner

Item Details

Project Name:	Headwaters East Commercial
Property Location:	Between Headwaters Blvd and Canyonwood, North of US 290, inside City Limits
Legal Description:	43 Acres out of the Headwaters Commercial Tract
Applicant:	Daniel Campbell, Marathon Equity
Property Owner:	Oryx Land Holdings, LLC
Request:	A variance to allow a parking reduction in the PDD6 Zoning District
Staff Recommendation:	Approval with conditions.

DRIPPING SPRINGS
Texas

Location Map

VAR2026-007
Headwaters East Commercial

Legend
- Subject Property

City Limits
Type_Annex
- Full Purpose
- Limited Purpose
- ETJ

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Miles



Planning Department Staff Report

Overview

The applicant, Marathon Equity, is requesting a variance from the City's minimum off-street parking requirements for retail or personal service establishment buildings for the 43-acre Headwaters East Commercial Development. The development, which is located in Planned Development District #6, features a mix of Retail, Bank, Restaurant, and mixed Retail & Restaurant Land uses (refer to Attachment 1), and is a part of the larger 1,509.68 acre Headwaters Development. The City's on-site parking regulations, as outlined in City Ord. Ch. 30, Exhibit A, Section 5.6.2 and 5.7.6, apply to the site.

Per City Ord. Ch. 30, Exhibit A, Section 5.6.2 and 5.7.6:

- Retail Land Use requires one (1) on-site parking space for every 200 square feet of gross floor area (GFA).
- Bank Land Use requires one (1) on-site parking space for every 200 square feet of gross floor area (GFA).
- Restaurant Land Use requires one (1) on-site parking space for every 100 square feet of seating/waiting area, or one space for every three seats under maximum occupancy.

Per the applicant, the 43-acre commercial project has an overall parking ratio of 5.36 spaces per 1,000 SF (1 space per 187 SF) of GFA, with the "Anchor" and "Junior Anchor" parcels offering parking spaces that are below the minimum parking requirement of 1 space per 200 SF of GFA (not including 93 parallel parking spaces that will be provided along Dripstone Trail). If the applicant were to adopt the minimum parking ratio of 1 parking space/200 SF for all the retail spaces across the entire development, they would have to eliminate approximately 25,000 SF of building pad floor area to provide sufficient parking spaces for the "Junior Anchor" and "Anchor" parcels, which are "under-parked" by 92 and 118 spaces, respectively (see Attachment 1, Site Plan 33, and table below). However, other pads on the site provide significantly more parking than the minimum parking required by the code, as shown by the green font in the table below. When the parking spaces provided are calculated on an "overall site" development basis, the development is short 33 on-site parking spaces. The applicant is proposing to reduce the amount of retail parking spaces required by Headwaters East Commercial by approximately 33 spaces, which is 2% less than the required minimum "overall parking ratio".

Building Pad Sites Identified on Site Plan 33	Building Gross Floor Area (SF)	Required Parking Ratio (SPACE/SF)	Required Parking (SPACES)	Provided Parking (SPACES)	Difference: Parking Provided and Required (SPACES)
Junior Anchor- Retail 2	16,501	200	83	366	-92
Junior Anchor- Retail 3	25,001	200	125		
Junior Anchor- Retail 4	50,000	200	250		
Anchor	94,000	200	470	352	-118
Pad F (Retail)	3,200	200	16	19	3
Grocery	23,300	200	117	245	85
Retail	8,750	200	44		
Pad A (Retail)	3,300	200	17	23	7
Pad B (Bank)	1,900	200	10	20	11
Auto- Oriented Restaurant	1,708	100	17	10	-7
Shops 1 (Restaurant)	8,350	100	84	129	-3
Shops 2 (Retail)	9,700	200	49		
Pad C (Retail)	7,320	200	37	44	7
Pad D (Restaurant)	7,790	100	78	125	47
Shops 3 (Restaurant Portion)	4,000	100	40	84	8
Shops 3 (Retail Portion)	7,275	200	36		
Pad E (Restaurant)	4,000	100	40	51	11
Shops 4 (Retail)	6,225	200	31	40	9
Total	282,320	NA	1,541	1,508	-33
Overall Parking Ratios			183	187	
Overall Parking Ratios (SPACE/GFA)			1 space per 183 SF	1 space per 187 SF	2% lower than required

Key points of justification provided by the applicant include:

- ***Economic and Employment Impact:*** *The applicant states that the variance is necessary to maximize building pad space, economic activity, and sales tax revenue on the "land-constrained" Headwaters Development, which preserves approximately 1,000 Acres of the overall 1,509 Acre development (66% of the site).*
- ***The applicant will provide an additional 93 parallel parking spaces along Dripstone Trail road within the Headwaters East Development (refer to Attachment 1, Site Plan 33.***
- ***Parking Ratios for Similar Commercial Developments:*** *The applicants reviewed comparably sized shopping centers that have been successfully developed in the region with lower parking standards and provided a table with the following parking ratios:*

Project	Anchor	Overall Parking Ratio	Anchor Lot Parking Ratio
Belterra Village (Dripping Springs)	EVO/Gold's Gym	5.5 /1,000 (1 space/182 SF)	3.87/1,000 (1 space/259 SF)
1890 Ranch (Cedar Park)	Target	4.5/1,000 (1 space/222 SF)	n/a
The Parke (Cedar Park)	Whole Foods	4.7/1,000 (1 space/213 SF)	n/a
The Village (Dripping Springs)	Target	3.4/1,000 (1 space/294 SF)	3.1/1,000 (1 space/323 SF)

The applicant noted that the anchor lot at Belterra Village has as tenants both a movie theatre, a full-size gym, and two full-service restaurants all of which typically require more parking than traditional retail and still this area is successfully parked at below 4.0/1,000 (1 space per 250 SF). The applicant also notes that Cedar Park, Bee Cave, San Marcos, and Georgetown set the minimum parking requirement for retail at 4.0/1,000 (1 space per 250 SF) while Round Rock is at 4.4/1,000 (1 space per 228 SF). Out of all these comparable projects, the Target-anchored The Village shopping center is the most recent, and is currently under construction.

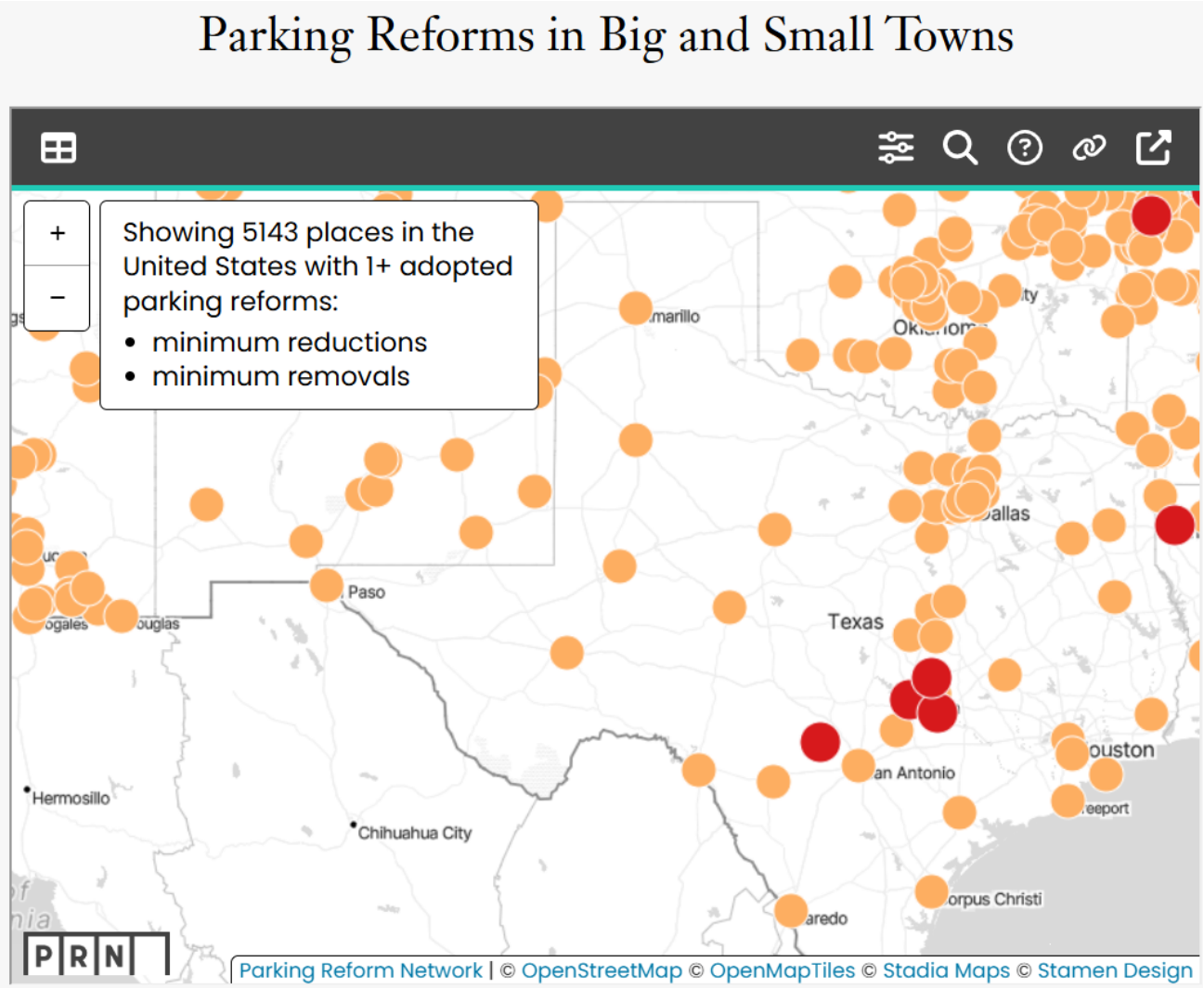
Greater On-site Parking Trends Observed Throughout the United States and Texas

Municipal parking reforms that reduce or eliminate on-site parking minimums have been implemented across 5,143 places in the United State. The goal of these parking reforms is to incentivize downtown and commercial development, reduce barriers to small business growth, and encourage more mixed use development, by reducing expensive parking development costs. Within the State of Texas, the Cities of Austin, Bastrop, Taylor, and Bandera have removed all minimum on-site parking requirements (refer to red points on map), while other cities have eliminated or reduced these requirements in certain areas of their jurisdiction (refer to orange points on map[1]).

The City of Dripping Springs parking ordinance was originally adopted in 2002, as part of the Zoning Ordinance, (1220.10) and has been amended several times since then. If ever the City were to consider a parking ordinance reform in the future, it would be important to consider whether these reforms would support the City's long-term goals, as doing

[1] Source: A Business Case for Dropping Parking Minimums

away with minimum parking requirements would have the effect of stimulating development and redevelopment in any areas that would be exempted from minimum on-site parking requirements.

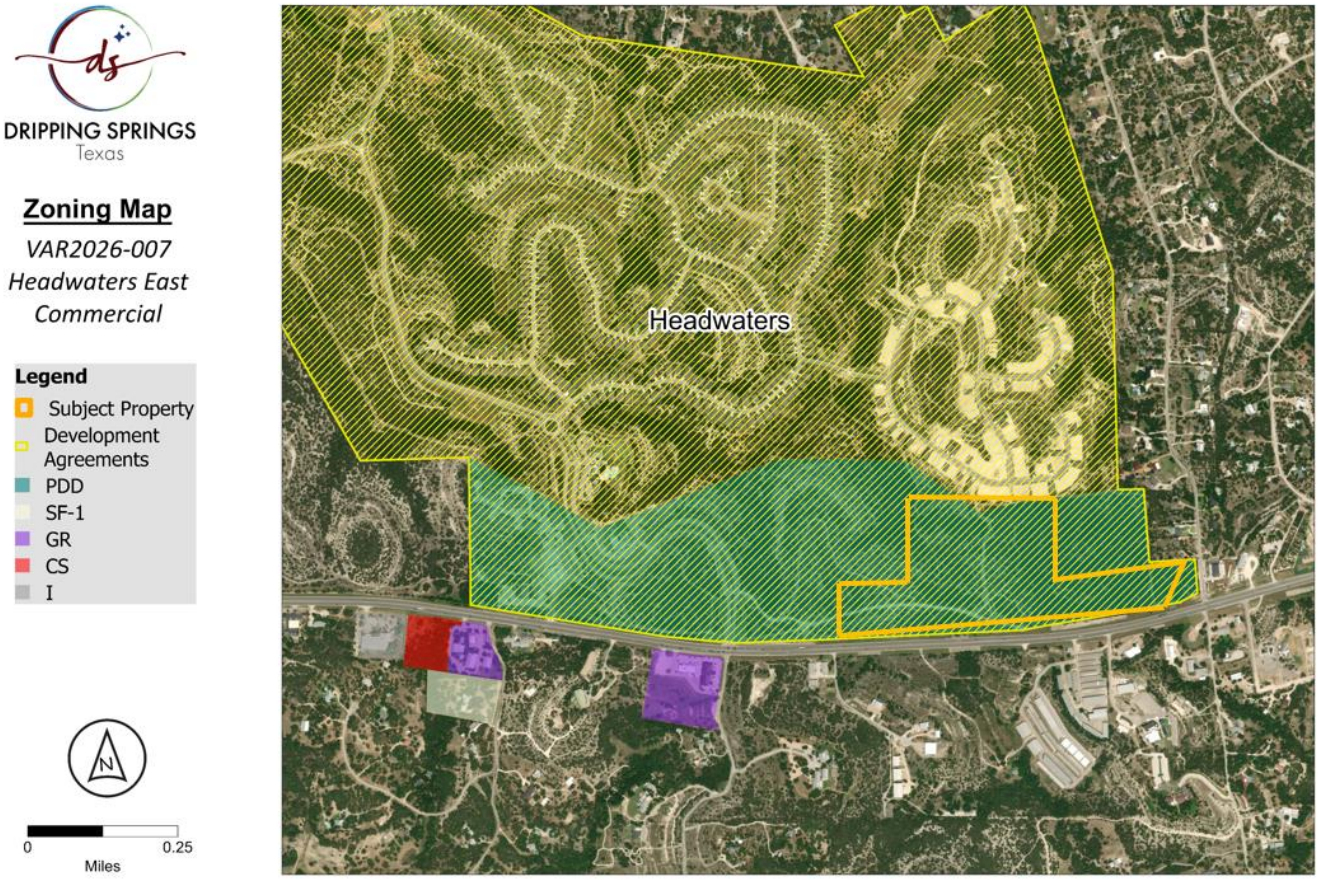


Source: [A Business Case for Dropping Parking Minimums]

If the requested variance is approved, the applicant will be required to submit and receive approval of all planning and building permits which are reviewed and administratively approved by staff:

Planning Department Staff Report

Surrounding Properties



Direction	Zoning District	Existing Use	Future Land Use
North	Headwaters Development Agreement	Single-Family/Open Space	Headwaters "Commercial Activity Center", Dripping Springs Sports Club
East	ETJ	Single-Family	
South	ETJ	Commercial	
West	PDD 6	Commercial	

Approval Criteria for Variance (2.22.2-Zoning Ordinance)

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	The Headwaters site may be considered a "Land-constrained" project, as only 509 acres (34%) of the overall 1,509 acre subdivision area is permitted to develop, with approximately 7% of the overall area set aside for commercial development. Thus, the applicant would like to maximize the limited amount of usable commercial space available for development by prioritizing retail space over on-site parking, as is feasible.
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and by preserving the natural features and	The proposed parking variance will allow for the preservation of a substantial property right of the applicant. It will not be of benefit or detriment to natural features of

topography of the land; and	the site, as either a scenario with increased parking or increased building footprints would not alter the amount of impervious cover on the site (it would remain at 68.5%, per the applicant).
3. the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and	The granting of the variance may be beneficial to the public health, safety or welfare, if the applicant provides sidewalks and pedestrian connections between adjoining building pads; this may encourage patrons of the commercial development to engage in active transportation by walking from one pad to another.
4. the granting of the variance constitutes a minimal departure from this Chapter; and	If the applicant were to adopt the minimum parking ratio of 1 parking space/200 SF for all the retail spaces across the entire development, they would have to eliminate approximately 25,000 SF of building pad floor area to provide sufficient parking spaces for the "Junior Anchor" and "Anchor" parcels, which are "under-parked" by 92 and 118 spaces, respectively. However, other pads in the commercial development provide significantly more parking than the minimum parking required by the code. When the parking spaces provided are calculated on an "overall site" development basis, the development is short 33 on-site parking spaces. The applicant is proposing to reduce the amount of retail parking spaces required by Headwaters East Commercial by approximately 33 spaces (i.e. 1 space per every 187 SF of floor area, or 5.36 spaces per 1,000 SF of area), which is 2% less than the required minimum "overall parking ratio" (with an overall parking ratio of 1 space for every 183 SF). Staff also notes that the larger parking deficiencies identified for the Anchor and Junior Anchor parcels are primarily the result of evaluating those individual lots separately. When the commercial development is considered as an integrated whole, excess parking on other building pads substantially offsets those individual deficiencies, leaving an overall on-site deficiency of only 33 spaces, or approximately 2 percent. The applicant is also providing 93 parallel on-street parking spaces along Dripstone Trail, which are not included in the calculation of required on-site parking but will provide additional parking capacity for the overall development.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	As previously mentioned, the Headwaters development may be considered a land-constrained development, with 66% of the area being preserved as open space. The applicant would like to maximize the limited usable commercial space in the overall development, which accounts for approximately 7% of the entire area.
6. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: a. the public health, safety and welfare may be secured; and b. that substantial justice may be done.	The commercial site design may consider the health and welfare of the community by providing access to pedestrian connections and sidewalks. Substantial justice may be done by supporting an appropriate balance of community-oriented land uses, parking spaces, and pedestrian connections in a context-sensitive manner.

Planning Department Staff Report

Additional staff analysis:

Staff finds that the request for decreased parking could ultimately allow for a more balanced and dynamic mix of land uses within the overall commercial development by allowing approximately 25,000 square feet of additional retail floor area within the "Anchor" and "Junior Anchor" areas in place of additional parking spaces.

Staff considers the configuration of the development into separate building pad lots to be an important factor in evaluating the request. Although on-site parking compliance is calculated for the individual lots, the pads are part of a coordinated commercial development that is expected to function collectively. Several building pads provide parking in excess of the minimum requirement, while the Anchor and Junior Anchor parcels contain the primary deficiencies. When considered across the overall development, the on-site parking deficiency is approximately 2 percent. In addition, the 93 parallel on-street parking spaces proposed along Dripstone Trail will further supplement parking available within the commercial development.

Moreover, increased pedestrian connections through sidewalks and crosswalks between adjoining pad sites may encourage visitors to park in adjacent lots and walk between multiple retail destinations, thereby promoting pedestrian activity and facilitating the shared use of parking throughout the development.

Summary and Recommendation

During the Planning and Zoning Commission Meeting on August 25, 2026, a motion was made by Commissioner Shumway and seconded by Commissioner Crosson, to approve the variance per staff recommendation. The motion carried 4 to 1, with Commissioner Crawford voting nay.

Staff recommends approval of the variance request with the following conditions:.

1. The applicant shall submit an updated site plan providing adequate pedestrian connections between adjacent properties within the development to be approved by the Development Review Committee.

Public Notification

A legal notice advertising the public hearing was placed in the newspaper, 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 Variance request. At the time of the posting of this report, one public response was received from a resident of Sunset Canyon, expressing support for the proposed Headwaters East Commercial Development, while requesting that pedestrian and bike improvements be added between the Headwaters East Commercial project and the Headwaters/Sunset Canyon neighborhoods to promote alternative uses of transportation, or that the development contribute funds to improve the existing bike/pedestrian trail system within the area (refer to Attachment 3).

Meetings Schedule

August 25, 2026 Planning & Zoning Commission

October 6, 2026 Board of Adjustments

Planning Department Staff Report

Attachments

Attachment 1 – Variance Application & Application Materials

Attachment 2 – Applicant Slides and Comparable Commercial Developments

Attachment 3 – Public Comment

Recommended Action	Recommend approval with the condition referenced above.
Alternatives/Options	Recommend denial of the variance or approval with alternate conditions.
Budget/Financial impact	N/A
Public comments	No public comments or letters were received at the time of posting of this report.
Enforcement Issues	N/A
Comprehensive Plan Element	N/A

Docusign Envelope ID: 0B3B8727-124E-81E7-81D5-6A264AF2CDCD

DRIPPING SPRINGS
Texas

Attachment 1

CITY OF DRIPPING SPRINGS
PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 Dripping Springs, TX 78620
512.858.4725 • www.cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

CONTACT INFORMATION

PROPERTY OWNER NAME Oryx Land Holdings
STREET ADDRESS 3404 Kerbey Lane
CITY Austin STATE Texas ZIP CODE 78703
PHONE 512-294-4017 EMAIL [redacted]s.com

APPLICANT NAME Daniel Campbell
COMPANY ME Headwaters REG, LP
STREET ADDRESS 7000 Mopac Service Road Suite 200
CITY Austin STATE Texas ZIP CODE 78731
PHONE 512-963-8770 EMAIL

APPLICATION TYPE

☐ ALTERNATIVE STANDARD ☐ VARIANCE

☐ SPECIAL EXCEPTION ☐ WAIVER

Docusign Envelope ID: 0B3B8727-124E-81E7-81D5-6A264AF2CDCD

PROPERTY INFORMATION	
PROJECT NAME	Headwaters
PROPERTY ADDRESS	Highway 290 and Canyonwood Drive
CURRENT LEGAL DESCRIPTION	43.439 ACRES (APPROXIMATELY 1,892,201 SQ. FT.) IN THE WILLIAM WALKER SURVEY NO. 130, ABSTRACT NO. 475 IN HAYS COUNTY, TEXAS.
TAX ID#	41-3171705
LOCATED IN	■ CITY LIMITS ☐ EXTRATERRITORIAL JURISDICTION ☐ HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:

See attached letter.

- Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

See attached letter.

- Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

See attached letter.

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APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Daniel Campbell 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. _____.)

(Britt Benton)
Name

Managing Member
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 21st day of July, 2026 by Britt Benton.

Brandi Daugherty
Notary Public, State of Texas

My Commission Expires: 8/29/28

Daniel Campbell
Name of Applicant

Brandi Daugherty
My Commission Expires
8/29/2028
Notary ID 132012515

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:*

Signed by:
Daniel Campbell
Applicant Signature

7/21/2026
Date

CHECKLIST		
STAFF	**APPLICANT**	
☐	☐	Completed Application Form - including all required signatures and notarized
☐	☐	Application Fee (*refer to Fee Schedule*)
☐	☐	PDF/Digital Copies of all submitted documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☐	Billing Contact Form
☐	☐	Photographs
☐	☐	Map/Site Plan/Plat
☐	☐	Architectural Elevations (if applicable)
☐	☐	Description and reason for request (*attach extra sheets if necessary)*
☐	☐	Public Notice Sign - $25
☐	☐	Proof of Property Ownership-Tax Certificate or Deed
☐	☐	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)

Docusign Envelope ID: 0B3B8727-124E-81E7-81D5-6A264AF2CDCD

Received on/by: _____

Date, initials

DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: Headwaters

Project Address: Highway 290 and Canyonwood Drive

Project Applicant Name: Daniel Campbell

Billing Contact Information

Name: Daniel Campbell

Mailing Address: 7000 Mopac Service Road Suite 200

Austin, Texas 78731

Email: d[redacted] Phone Number: _____

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

- ☐ Alternative Standard
- ☐ Certificate of Appropriateness
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ Exterior Design
- ☐ Landscape Plan
- ☐ Lighting Plan
- ☐ Site Development Permit
- ☐ Special Exception
- ☐ Street Closure Permit
- ☐ Subdivision
- ☐ Waiver
- ☐ Wastewater Service
- ☐ Variance
- ☐ Zoning
- ☐ 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.*

Signed by:
Daniel Campbell
7AFFED72C4C0408...
Signature of Applicant

7/21/2026
Date

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marathon
EQUITY

Supplemental Letter

Docusign Envelope ID: 0B3B8727-124E-81E7-81D5-6A264AF2CDCD

marathon
EQUITY

July 17, 2026

Tory Carpenter
Planning Director
City of Dripping Springs
511 Mercer Street Dripping Springs, Texas 78620

Re: Parking Ratio Variance Request

Mr. Carpenter,

On behalf of Marathon Equity, we respectfully request a variance from the City's retail parking requirements to allow a parking ratio of 4 spaces per 1,000 square feet in lieu of the currently required 5 spaces per 1,000 square feet for the Headwaters commercial tract. This request applies solely to retail uses, and all other parking requirements established by the City of Dripping Springs Code of Ordinances will remain unchanged. As outlined below, the requested ratio is consistent with regional practice, reflects anticipated parking demand, and would support a more efficient site design while continuing to provide adequate parking for customers and tenants.

As part of our evaluation, we surveyed the retail parking requirements of five rapidly growing suburban municipalities within the Austin metropolitan area: Round Rock, Cedar Park, Bee Cave, San Marcos, and Georgetown. Four of the five surveyed cities require one parking space per 250 square feet of retail floor area, equivalent to 4.0 spaces per 1,000 square feet. Round Rock requires one parking space per 225 square feet for shopping centers with a mixture of uses, equivalent to approximately 4.44 spaces per 1,000 square feet. None of the surveyed cities require 5.0 spaces per 1,000 square feet currently mandated in Dripping Springs. The table below summarizes our findings and provides citations to the applicable code provisions.

City	Retail Use Category	Requirement	SF / Space	Spaces / 1,000 SF	Code Section
Round Rock	Shopping Centers (Mixture of Uses)	1 per 225	225	4.4	Article VI. — Off-Street Parking and Loading
Cedar Park	Personal Service & Retail	1 per 250	250	4.0	Article 14.05 Access and Off-Street Parking, § 14.05.005(j)(2)
Bee Cave	Retail Store "Big Box"	1 per 250	250	4.0	UDC § 3.3.6 Parking Rate by Use
San Marcos	Retail & Medical Office	1 per 250	250	4.0	Chapter 7, Division 2: Minimum Parking Requirements
Georgetown	Retail	1 per 250	250	4.0	Section 4.09.070 — Parking
Austin Metro Average	—	**1 per 245**	245	**4.1**	—
Dripping Springs (current)	Retail	**1 per 200**	200	**5.0**	Current Code

Docusign Envelope ID: 0B3B8727-124E-81E7-81D5-6A264AF2CDCD

Based on this comparison, Dripping Springs currently requires a higher retail parking ratio than any of the comparable communities surveyed and approximately 22% more parking than the regional average reflected in the provided table. These municipalities share many of the same characteristics as Dripping Springs, including similar retail development patterns, suburban growth trends, and customer travel behaviors. Given these similarities, we have not identified any traffic, safety, or market conditions that would warrant requiring a parking ratio meaningfully above the prevailing regional standard.

The current parking requirement also exceeds the parking demand anticipated by many prospective tenants. Throughout the leasing and site planning process for the Headwaters commercial tract, we have reviewed tenant-specific parking demand criteria and found them to be consistently below the City's current standard. By way of example, one of our prospective home improvement retailers requires only 3.3 spaces per 1,000 square feet under its internal parking model, well below both the existing City requirement and the 4.0 per 1,000 ratio requested through this variance. Based on our experience with the anticipated tenant mix, we expect this trend to be representative of many future retail users at the project.

When parking requirements exceed demonstrated demand, the result is not improved customer convenience or public safety. Instead, valuable land is devoted to underutilized pavement that generates little public benefit while increasing development costs and limiting opportunities for more productive uses. Excess parking also increases impervious cover, contributes to stormwater runoff, and can exacerbate heat island effects during the summer months.

Reducing the parking ratio to align with regional standards would allow the project to achieve a more efficient and balanced site design. A lower parking requirement would support improved pedestrian connectivity and a more walkable retail environment while continuing to provide an adequate parking supply for customers and tenants. It would also allow a greater portion of the site to be devoted to retail buildings and other productive uses that generate property tax value, sales tax revenue, and economic activity for the City. These outcomes are consistent with the planning objectives established for Headwaters and the vision that has guided the project throughout the entitlement process.

For these reasons, Marathon Equity respectfully requests approval of a variance reducing the required retail parking ratio for the Headwaters commercial tract from 5.0 spaces per 1,000 square feet to 4.0 spaces per 1,000 square feet. We appreciate the Department's consideration of this request and would welcome the opportunity to provide additional tenant parking data or answer any questions regarding the proposed variance.

marathon EQUITY

Docusign Envelope ID: 0B3B8727-124E-81E7-81D5-6A264AF2CDCD

Should you have any questions, please contact Daniel Campbell at daniel@marathon-equity.com.

Sincerely,
Marathon Equity

Daniel Campbell

Daniel Campbell
President

Instrument # 16040810 Number: 1 of 12 Filed and Recorded: 12/2/2016 8:53 AM
Liz Q. Gonzalez, Hays County Clerk, Texas Rec $70.00 Deputy Clerk: CMORRIS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF HAYS §

THE E.E. TOWNES FAMILY TRUST ("*Grantor*"), for the consideration stated paid and secured to be paid by **ORYX DEVELOPMENT, LLC**, a Texas limited liability company ("*Grantee*"), whose mailing address is P.O. Box 302663, Austin, Texas 78703, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described property:

(i) That certain real property in located in Hays County, Texas, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "*Land*");

(ii) All structures, fixtures, buildings and improvements situated on the Land (collectively, the "*Improvements*"); and

(iii) All right, title and interest of Grantor in and to any utilities, adjacent streets, alleys, strips, gores, and rights-of-way adjacent to or related to the Land (all of the foregoing being referred to herein collectively as the "*Appurtenances*").

The Land, Improvements, and Appurtenances are collectively referred to herein as the "*Property*."

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on Exhibit "B" attached hereto and incorporated herein by reference; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

Corridor Title 16-01657-D

Grantor hereby expressly reserves from the conveyance hereunder all oil, gas and other mineral rights in and to the Property which are now owned by Grantor. Grantor waives the right to enter upon, use, occupy or disturb the surface of the Property, but reserves the right to pool the Property with other properties and further reserves the right to remove oil, gas and other minerals from the Property so long as such removal is accomplished without entering upon, penetrating, weakening, undermining or disturbing the surface of the Property.

The consideration for this conveyance is as follows: (i) Ten Dollars ($10.00) and other good and valuable cash consideration to Grantor in hand paid by Grantee; (ii) one certain promissory note of even date herewith in the original principal amount of $3,660,000.00, made, executed and delivered by Grantee, payable to the order of Pioneer Bank, SSB ("*First Lien Note*"); and (iii) one certain promissory note of even date herewith in the original principal sum of $1,400,000.00, made, executed and delivered by Grantee, payable to the order of Service Lloyds Insurance Company ("*Second Lien Note*"). The First Lien Note and Second Lien Note are by reference incorporated herein as fully and completely as if the same were here set forth verbatim.

A first and prior vendor's lien, together with superior title remaining in Grantor, as vendor (the "*First Vendor's Lien*"), is retained against the Property in favor of the holder of the First Lien Note ("*First Lien Beneficiary*") for the security of and until the full and final payment of the First Lien Note, and the First Vendor's Lien is hereby assigned and transferred to the First Lien Beneficiary without recourse or warranty of any kind or nature. Payment of the First Lien Note is additionally secured by a deed of trust lien on the Property created in the deed of trust ("*First Lien Deed of Trust*") of even date herewith from Grantee to Rex G. Baker, III, Trustee, and in the event of default in the payment of the First Lien Note, or in the event of default in the performance of any of the covenants or conditions contained in the First Lien Deed of Trust which on the part of the grantor therein are to be kept and performed, then First Lien Beneficiary shall have the option to mature the First Lien Note and to foreclose the First Vendor's Lien herein retained or the First Lien Deed of Trust lien which secures the payment of the First Lien Note, or both of said liens, either under the power of sale contained in the First Lien Deed of Trust or by court proceedings, as First Lien Beneficiary may elect.

A second and subordinate vendor's lien, together with superior title remaining in Grantor, as vendor (the "*Second Vendor's Lien*"), is retained against the Property, in favor of the holder of the Second Lien Note ("*Second Lien Beneficiary*") for the security of and until the full and final payment of the Second Lien Note, and the Second Vendor's Lien is hereby assigned and transferred to the Second Lien Beneficiary without recourse or warranty of any kind or nature. Payment of the Second Lien Note is additionally secured by a deed of trust lien on the Property created in the second lien deed of trust ("*Second Lien Deed of Trust*") of even date herewith from Grantee to Cosmo A. Palmieri, Trustee, and in the event of default in the payment of the Second Lien Note, or in the event of default in the performance of any of the covenants or conditions in the Second Lien Deed of Trust which on the part of the grantor therein are to be kept and performed, then the Second Lien Beneficiary shall have the option to mature the Second Lien Note and foreclose the Second Vendor's Lien herein retained or the Second Lien Deed of Trust lien which secures the payment of the Second Lien Note, or both of said liens, either under the power of sale contained in the Second Lien Deed of Trust or by court proceedings, as Second Lien Beneficiary may elect.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY IN ITS "AS IS", "WHERE IS", AND "WITH ALL FAULTS" CONDITION AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN AND THE WARRANTIES AND REPRESENTATIONS IN THAT CERTAIN COMMERCIAL CONTRACT – UNIMPROVED PROPERTY BY AND BETWEEN GRANTOR AND GRANTEE). WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN AND THE WARRANTIES AND REPRESENTATIONS IN THAT CERTAIN COMMERCIAL CONTRACT – UNIMPROVED PROPERTY BY AND BETWEEN GRANTOR AND GRANTEE) GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE PROPERTY OR ANY SURROUNDING AREAS, (B) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (C) THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY ASBESTOS, PCB EMISSIONS, HYDROCARBONS, RADON GAS, OR HAZARDOUS OR TOXIC MATERIALS, (D) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY, (E) THE STATE OF REPAIR OR LACK OF REPAIR OF THE IMPROVEMENTS LOCATED WITHIN OR UPON THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED AND DELIVERED as of the 29 day of Nov., 2016.

GRANTOR:

THE E.E. TOWNES FAMILY TRUST

By: _____
Susan Townes Gesford, Trustee

By: _____
Karen L. Aidman, Trustee

By: _____
Townes G. Pressler, Trustee

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me this 29 day of Nov., 2016 by Susan Townes Gesford, Trustee of The E.E. Townes Family Trust.

(SEAL)

Brandi Wheeler
Notary Public Signature

BRANDI WHEELER NOTARY PUBLIC STATE OF TEXAS ID# 124629401 EXPIRES 8-12-2019

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me this 29 day of Nov., 2016 by Karen L. Aidman, Trustee of The E.E. Townes Family Trust.

(SEAL)

Brandi Wheeler
Notary Public Signature

BRANDI WHEELER NOTARY PUBLIC STATE OF TEXAS ID# 124629401 EXPIRES 8-12-2019

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me this 29 day of Nov., 2016 by Townes G. Pressler, Trustee of The E.E. Townes Family Trust.

(SEAL)

Brandi Wheeler
Notary Public Signature

BRANDI WHEELER NOTARY PUBLIC STATE OF TEXAS ID# 124629401 EXPIRES 8-12-2019

Instrument # 16040810 Number: 6 of 12 Filed and Recorded: 12/2/2016 8:53 AM
Liz Q. Gonzalez, Hays County Clerk, Texas Rec $70.00 Deputy Clerk: CMORRIS

EXHIBIT "A"

Eagle Eye Construction Layout, LLC
3000 Joe DiMaggio Blvd., Suite 84
Round Rock, Texas 78665
(512) 464-4468
TBPLS FIRM # 10194139

EXHIBIT "A"

A DESCRIPTION OF A 39.712 ACRE TRACT OF LAND OUT OF THE WILLIAM WALKER SURVEY No. 130, ABSTRACT No. 475, HAYS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE E.E. TOWNES FAMILY TRUST PER DEED RECORDED IN VOLUME 2475, PAGE 482 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE TRACT CONVEYED TO PAUL PRESSLER FAMILY GENERATION SKIPPING TRUST, ET AL., PER DEED RECORDED IN VOLUME 1911, PAGE 481, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 39.712 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found with a cap for the northwest corner of the herein described 39.712 acre tract, being a point on the southerly line of a 1034.73 acre tract described in a deed to WFC Headwaters owner VII, L.P. and appearing of record in Volume 4832, Page 118 of the Official Public Records of Hays County, Texas, also being the northeasterly corner of a 135.92 acre tract described in a deed to Brodie Partners, L.P. and appearing of record in Volume 3553, Page 379 of the Official Public Records of Hays County, Texas;

THENCE South 63°23'40" East, along the northerly line of the herein described 39.712 acre tract, same being a southerly line of the aforementioned 1034.73 acre WFC Headwaters tract, a distance of 762.25 feet to a ½ inch iron rod found with a cap for a point of intersection;

THENCE South 63°20'46" East, continuing along the common line of the said 39.712 acre tract, and the aforementioned 1034.73 acre tract, a distance of 125.08 feet to a ½ inch iron rod found with a cap for the northeasterly corner of the said 39.712 acre tract;

THENCE along the easterly and northerly lines of the said 39.712 acre tract, same being the westerly and southerly lines of the aforementioned 1034.73 acre WFC Headwaters tract, also being the apparent right-of-way line of a proposed roadway the following eight (8) courses and distances:

1. South 22°08'16" East, a distance of 519.72 feet to a 1/2 inch iron rod with a cap set;

2. Along a curve to the left having an arc distance of 810.13 feet, a radius of 375.00 feet and a chord which bears South 84°01'39" East, a distance of 661.53 feet to a 1/2 inch iron rod with a cap set;
3. North 34°04'58" East, a distance of 144.26 feet to a 1/2 inch iron rod with a cap set;
4. Along a curve to the right having an arc length of 418.23 feet , a radius of 200.00 feet and a chord which bears South 86°00'35" East, a distance of 346.09 feet to a 1/2 inch iron rod with a cap set;
5. South 26°06'08" East, a distance of 298.27 feet to a 1/2 inch iron rod with a cap set;
6. Along a curve to the right having an arc length of 260.61 feet, a radius of 490.00 feet, and a chord which bears South 10°51'54" East, a distance of 257.56 feet to a 1/2 inch iron rod with a cap set;
7. South 04°22'20" West, a distance of 211.26 feet to a 1/2 inch iron rod with a cap set and;
8. Along a curve to the right having an arc length of 23.56 feet, a radius of 15.00 feet and a chord which bears South 49°22'20" West, a distance of 21.21 feet to a 1/2 inch iron rod with a cap set on the northerly right-of-way line of Highway 290 West (right-of-way width varies) for the southeasterly corner of the herein described 39.712 acre tract;

THENCE along the northerly right-of–way line of Highway 290 West, being the southerly line of the herein described 39.712 acre tract, the following two (2) courses and distances:

1. North 85°37'26" West, a distance of 498.17 feet to a TXDOT concrete monument found and;
2. North 81°15'29" West, a distance of 1504.23 feet to a 1/2 inch iron rod with a cap set for a southwesterly corner of the herein described 39.712 are tract, being also a southeasterly corner of a 1.00 acre tract described in a deed to the City of Dripping Springs, and appearing of record in Volume 2967, Page 696 of the Official Public Records of Hays County, Texas;

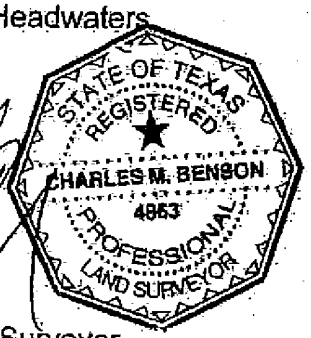
THENCE along the common westerly and southerly line of the herein described 39.712 acre tract, with the aforementioned easterly and northerly lines of the 1.00 acre City of Dripping Springs tract, the following two (2) courses and distances:

1. North 01°17'53" West, a distance of 210.33 feet to a 1/2 inch iron rod with a cap set and;
2. North 81°15'22" West, a distance of 210.33 feet to a 1/2 inch iron rod with a cap set on the westerly line of the herein described 39.712 acre tract, being the northwesterly corner of the aforementioned 1.00 acre City of Dripping Springs tract, also being a point of the easterly line of the aforementioned 135.92 acre Brodie Partners tract;

THENCE North 01°17'50" West, along the westerly line of the herein described 39.712 acre tract, being the easterly line of the aforementioned 135.92 acre Brodie Partners tract, a distance of 1088.97 feet to the **POINT OF BEGINNING** containing 39.712 acres (1,729,853 Square feet) of land, more or less.

Bearing Basis: A southerly line of the 1034.73 acre WFC Headwaters Tract: North 68°55'06" East, a distance of 1662.39 feet.

Attachment: Survey Drawing Headwaters



Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

Date: November 28, 2016, 2016

DESCRIPTION OF A TRACT OF LAND CONTAINING 127.087 ACRES OUT OF THE WILLIAM WALKER SURVEY NO. 130, ABSTRACT NO. 475, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE TRACT CONVEYED TO THE E.E. TOWNES FAMILY TRUST PER DEED RECORDED IN VOLUME 2475, PAGE 482 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), AND ALSO BEING A PORTION OF THE TRACT CONVEYED TO PAUL PRESSLER FAMILY GENERATION SKIPPING TRUST, ET AL PER DEED RECORDED IN VOLUME 1911, PAGE 481, O.P.R.H.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod found at the southerly common corner of the 1034.73 acre tract conveyed to WFC Headwaters Owner VII, L.P. per deed recorded in Volume 4832, Page 118, O.P.R.H.C.T., and of Lot 1031, Sunset Canyon, Section V, a subdivision of record in Volume 3, Page 284 of the Plat Records of Hays County, Texas, and amended in Volume 4, Page 234 of the Plat Records of Hays County, Texas, for the POINT OF BEGINNING hereof;

THENCE along the southerly line of said Lot 1031, North 88°30'10" East, a distance of 228.89 feet to a ½-inch iron rod with "Baseline" cap found at the northwest corner of Lot 5, Sunset Hills, a subdivision of record in Volume 13, Pages 267-268 of the Plat Records of Hays County, Texas;

THENCE along the westerly boundary of said Sunset Hills, passing at a distance of 203.62 feet a ½-inch iron rod with "Baseline" cap found at the westerly common corner of Lot 5 and of Lot 4 of said Sunset Hills, and passing at a distance of 110.08 feet a ½-inch iron rod with "Baseline" cap found at the westerly common corner of Lot 4 and of Lot 3 of said Sunset Hills, and passing at a distance of 109.83 feet a ½-inch iron rod with "Baseline" cap found at the westerly common corner of Lot 3 and of Lot 2 of said Sunset Hills, and passing at a distance of 110.07 feet a ½-inch iron rod with "Baseline" cap found at the westerly common corner of Lot 2 and of Lot 1 of said Sunset Hills, for a total distance of 643.68 feet to a ½-inch iron rod with "Baseline" cap found at the southwest corner of said Lot 1;

THENCE along the southerly line of said Lot 1, North 86°29'52" East, a distance of 400.01 feet to a ½-inch iron rod with "Baseline" cap found at the southeast corner of said Lot 1, said point being on the westerly right-of-way line of Canyonwood Drive;

THENCE along the westerly right-of-way line of Canyonwood Drive, South 04°32'43" East, a distance of 295.40 feet to a ½-inch iron rod found at the westerly corner of the intersection of Canyonwood Drive and U.S. Highway 290 West;

THENCE along the northerly right-of-way line of U.S. Highway 290 West, the following six (6) courses and distances:

1. South 68°53'15" West, a distance of 358.73 feet to a calculated point;
2. South 81°35'50" West, a distance of 995.99 feet to a found concrete marker;
3. South 78°39'52" West, a distance of 229.36 feet to a calculated point;
4. South 87°15'13" West, a distance of 2,023.51 feet to a found concrete marker;
5. South 87°52'49" West, a distance of 152.93 feet to a found concrete monument;
6. North 85°37'40" West, a distance of 345.73 feet to a calculated point at the beginning of a 15.00 foot radius curve concave northeasterly;

THENCE along the most southerly easterly line and then the southerly line of said 1034.73 acre tract the following fifteen (15) courses and distances:

1. Along the arc of last said 15.00 foot radius curve a distance of 23.56 feet through a central angle of 90°00'00", and a chord bearing North 40°37'24" West and distance of 21.21 feet to a calculated point;
2. Tangent to last said 15.00 foot radius curve, North 04°22'20" East, a distance of 378.48 feet to a calculated point at the beginning of a tangent 700.00 foot radius curve concave westerly;
3. Along the arc of said 700.00 foot radius curve a distance of 372.31 feet through a central angle of 30°28'28", and a chord bearing North 10°51'54" West and distance of 367.94 feet, to a calculated point;
4. Tangent to said 700.00 foot radius curve, North 26°06'08" West, a distance of 98.37 feet to a calculated point at the beginning of a tangent 400.00 foot radius curve concave southerly;
5. Along the arc of said 400.00 foot radius curve a distance of 836.47 feet through a central angle of 119°48'54", and a chord bearing North 86°00'35" West and distance of 692.17 feet, to a calculated point;
6. Tangent to said 400.00 foot radius curve, South 34°04'58" West, a distance of 170.97 feet to a calculated point at the beginning of a tangent 225.00 foot radius curve concave northerly;
7. Along the arc of said 225.00 foot radius curve a distance of 486.08 feet through a central angle of 123°46'46", and a chord bearing North 84°01'39" West and distance of 396.92 feet, to a calculated point;

8. Tangent to said 225.00 foot radius curve, North 22°08'16" West a distance of 378.88 feet to a found ½-inch iron rod with "Grogan" cap;

9. South 63°17'55" East, a distance of 276.77 feet to a found ½-inch iron rod with "Grogan" tag;

10. North 68°55'06" East, a distance of 1662.37 feet to a found ½-inch iron rod with "Grogan" cap;

11. North 89°31'56" East, a distance of 1111.39 feet to a found ½-inch iron rod with "Grogan" cap

12. South 55°46'10" East, a distance of 802.10 feet to a found ½-inch iron rod with "Grogan" cap;

13. North 83°57'56" East, a distance of 335.38 feet to a found ½-inch iron rod with "Grogan" cap;

14. North 83°53'44" East, a distance of 131.20 feet to a found ½-inch iron rod with "Grogan" cap;

15. North 83°56'19" East, a distance of 749.40 feet to the POINT OF BEGINNING, and containing 127.087 acres of land, more or less.

Bearing Basis: Texas State Plane Coordinate System, South Central Zone, NAD83 (CORS).

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Restrictive covenants recording in Volume 2475, Page 402, and Volume 2644, Page 559, Official Public Records of Hays County, Texas.

2. Reservation of one-sixteenth (1/16) royalty of all oil, gas and other minerals, and one eighth (1/8) royalty of all sulfur and other minerals in Patent from the State of Texas to John F. Gilbert, recorded in Volume 116, Page 638, Deed Records of Hays County, Texas, together with all rights related thereto, express or implied.

3. Terms, conditions and stipulations of Boundary Line Agreement by and between E.E. Townes Trust No. 2, et al., and Vincent Taylor and Virginia Taylor, recorded in Volume 485, Page 183, Real Property Records of Hays County, Texas.

4. Easement as granted to Pedernales Electric Cooperative, Inc., by Paul Pressler Family Generation Skipping Trust, et al., in instrument recorded in Volume 2475, Page 368, Official Public Records of Hays County, Texas.

5. Easement as granted to LCRA in instrument recorded in Volume 1686, Page 307, Official Public Records of Hays County, Texas.

6. Easement as granted to Pedernales Electric Cooperative, Inc., in instrument recorded in Volume 206, Page 136, Official Public Records of Hays County, Texas.

7. Terms and conditions of that certain Easement Agreement recorded in Volume 3280, Page 871, Official Public Records of Hays County, Texas.

8. Utility Easement as granted to Pedernales Electric Cooperative, Inc. by Paul Pressler Family Generation Skipping Trust, et al., in instrument recorded in Document No. 9920530, and Volume 2475, Page 385, Official Public Records of Hays County, Texas.

9. Terms, conditions and stipulations of Access Easement Agreement by and between Paul Pressler Family Generation Skipping Trust, et al., and Rathgeber Investments Company, Ltd. recorded on June 2, 2004 in Volume 2475, Page 458, Official Public Records of Hays County, Texas.

10. Terms and conditions of that certain Development Agreement recorded in Volume 2675, Page 649, Official Public Records of Hays County, Texas.

Instrument # 16040810 Number: 12 of 12Filed and Recorded: 12/2/2016 8:53 AM
Liz Q. Gonzalez, Hays County Clerk, Texas Rec $70.00 Deputy Clerk: CMORRIS

Docusign Envelope ID: 0B3B8727-124E-81E7-81D5-6A264AF2CDCD

Received on/by: _____

Date, initials

DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: Headwaters

Project Address: Highway 290 and Canyonwood Drive

Project Applicant Name: Daniel Campbell

Billing Contact Information

Name: Daniel Campbell

Mailing Address: 7000 Mopac Service Road Suite 200

Email: [redacted] Phone Number: _____

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

- ☐ Alternative Standard
- ☐ Certificate of Appropriateness
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ Exterior Design
- ☐ Landscape Plan
- ☐ Lighting Plan
- ☐ Site Development Permit
- ☐ Special Exception
- ☐ Street Closure Permit
- ☐ Subdivision
- ☐ Waiver
- ☐ Wastewater Service
- ☐ Variance
- ☐ Zoning
- ☐ 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.*

Signed by:
Daniel Campbell
7AFFED72C4C0408...
Signature of Applicant

7/21/2026
Date

DIMENSION NOTE: THIS PRELIMINARY PLAT IS AT GRID COORDINATES.

GENERAL NOTES

1. THIS DEVELOPMENT IS SUBJECT TO THE RESTATED HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, RECORDED IN DOCUMENT NUMBER 2002112 29, OR AS AMENDED.
2. THIS DEVELOPMENT IS SUBJECT TO CITY OF DRIPP NG SPRINGS ORDINANCE 1220.130, PLANNED DEVELOPMENT DISTRICT NO. 6: HEADWATERS COMMERCIAL TRACT, AND AS AMENDED
3. THIS DEVELOPMENT IS LOCATED IN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.
4. THIS DEVELOPMENT IS LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE EDWARDS AQUIFER PROTECTION PROGRAM OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
5. DEVELOPMENT DESIGN STANDARDS PER THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, PDD NO. 6, OR THE CITY OF DRIPPING SPR NGS AS APPLICABLE.
6. UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
   WATER - HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY
   WASTEWATER - HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY
   ELECTRICITY - P.E.C.
   TELEPHONE - TIME WARNER CABLE
7. ALL (NEW) TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UT LITY LATERAL AND SERVICE LINES AND WIRES, LOCATED WITHIN A PUBLIC STREET ROW, SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
8. THE FOLLOWING LOTS WILL BE UTILIZED FOR WATER QUALITY TREATMENT, DRAINAGE, MUNIC PAL UTILITY DISTRICT FAC LITIES AND ACCESS, OPEN SPACE OR OTHER NON-RESIDENTIAL USES. LOT 1, BLOCK "A"
9. ALL PROPOSED STREETS WITH N THIS SUBDIVISION SHALL HAVE A MIN. 6' WIDE CONCRETE SIDEWALK ALONG BOTH SIDES OF THE STREET.
10. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MA NTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
11. PUBLIC STORMWATER DETENTION & WATER QUALITY PONDS SHALL BE OPERATED & MAINTA NED BY THE HEADWATERS MUD.
12. NO LOT WITHIN THIS SUBDIVISION IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 48209C0108G EFFECTIVE JANUARY 17, 2025, AND MAP NO. 48209C0109G EFFECTIVE JANUARY 17, 2025, AND ISSUED BY FEMA FOR HAYS COUNTY, TEXAS.
13. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROH BIT ACCESS FOR INSPECTION, OPERATION, AND MA NTENANCE.
14. ALL EXISTING BUILDINGS, DRIVEWAYS, ROADS, ETC. WILL BE REMOVED, EXCEPT AS NOTED IN FUTURE CONSTRUCTION PLANS.
15. FINAL DETERMINATION OF NEED FOR EASEMENTS TO BE DETERMINED WITH FINAL PLAT AND CONSTRUCTION PLANS.
16. THE PROPOSED DEVELOPMENT SHALL DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS ESTABLISHED N THE 2018 INTERNATIONAL FIRE CODE AND LOCAL AMENDMENTS.
17. DRIPPING SPR NGS WILL MAINTAIN ALL PUBLIC STREETS AND SIDEWALKS.
18. THE AREA WITHIN THE BOUNDARY OF THIS PRELIMINARY PLAT IS ENTIRELY WITHIN THE DRIPPING SPRINGS ISD SERVICE BOUNDARY.
19. PROJECT IS LOCATED IN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
20. PROJECT IS LOCATED IN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

STATE OF TEXAS
COUNTY OF HAYS
CITY OF DRIPPING SPRINGS

THIS PLAT, HEADWATERS STATION PHASE 1, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DR PPING SPR NGS, AND IS HEREBY APPROVED.

APPROVED ON THIS _____ DAY OF _____, 20____.

BY: _____
TORY CARPENTER, PLANNING DIRECTOR

LEGAL DESCRIPTION

55.13 ACRE PORTION OUT OF 1,035.74 ACRES CONVEYED TO WFC HEADWATERS OWNER VII, L.P. IN DEED RECORDED IN VOL. 4832, PAGE 118 OF HAYS COUNTY PUBLIC RECORDS.

ENGINEER'S CERTIFICATION:

I, THE UNDERSIGNED PROFESSIONAL ENG NEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT ALL REQUIRED DOCUMENTS ENCLOSED ARE ACCURATE AND COMPLETE AND THAT THE PROVISIONS CONTAINED ON THIS PLAN COMPLY WITH THE DEVELOPMENT ORD NANCES AND DRAINAGE POLICIES ADOPTED BY THE CITY OF DR PPING SPR NGS AND OTHER FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS IN EFFECT ON THIS DATE.

03/11/2026
LANDON M. MCCLELLAN — DATE
REGISTERED PROFESSIONAL ENGINEER NO. 142710
MALONE/WHEELER, INC. [F-786]
5113 SOUTHWEST PKWY., SUITE 260
AUSTIN, TEXAS 78735
OFFICE: 512-899-0601

STATE OF TEXAS
LANDON M. MCCLELLAN
142710
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, BLAKE RUE, MANAGING MEMBER OF ORYX HOLDING, LLC.BE NG THE OWNER OF 55.13 ACRE PORTION OUT OF 1,035.74 ACRES CONVEYED TO WFC HEADWATERS OWNER VII, L P. INDEED RECORDED IN VOL. 4832, PAGE 118 OF HAYS COUNTY PUBLIC RECORDS, DO HEREBY SUBDIVIDE SA D LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS:

HEADWATERS STATION PHASE 1

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____.

_____
BLAKE RUE, MANAGING MEMBER
ORYX LAND HOLD NG, LLC.
P.O. BOX 302663
AUSTIN, TEXAS 78703

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE RUE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONS DERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS (SEAL)

_____
PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT IWE TEXAS REGIONAL BANK, A LIEN HOLDER OF THAT CERTA N TRACT OF LAND SHOWN HEREON, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS:

HEADWATERS STATION PHASE 1

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____

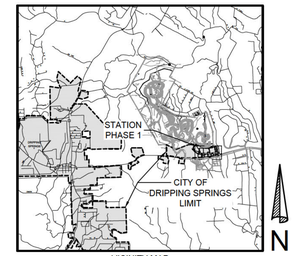
_____
ERIN NEEDHAM, SENIOR VICE PRES DENT
TEXAS REGIONAL BANK
333 US HIGHWAY 290 EAST STE 305
DRIPPING SPRINGS, TX 78620

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERIN NEEDHAM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGO NG INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS (SEAL)



VICINITY MAP
N.T.S.

Line Table		
Line #	Length	Direction
L1	8.82	S4° 32' 47.06"E
L2	60.00	S4° 32' 47.06"E
L3	226.58	S4° 32' 47.06"E
L4	60.33	S81° 36' 19.75"W
L5	60.01	N81° 36' 19.75"E
L6	76.19	S81° 36' 19.75"W
L7	60.00	S87° 15' 20.75"W
L8	60.00	S2° 56' 41.93"E
L9	176.33	N87° 03' 19.52"E
L10	14 55	S55° 46' 06.67"E
L11	120.64	S85° 23' 15.87"W
L12	1053.77	S81° 50' 52.23"W
L13	150.89	N80° 17' 29.11"W
L14	515 50	S87° 03' 19.52"W
L15	120.61	S85° 23' 15.87"W
L16	471 67	S81° 50' 52.23"W
L17	582.10	S81° 50' 52.23"W
L18	150.89	N80° 17' 29.11"W
L19	299.31	S87° 03' 19.52"W
L20	691 56	S87° 03' 19.52"W

Line Table		
Line #	Length	Direction
L21	120.57	N85° 23' 15.87"E
L22	51.64	N81° 50' 52.23"E
L23	209.46	N81° 50' 52.23"E
L24	296.00	N7° 35' 50.00"W
L25	295.86	N7° 35' 50.00"W
L26	329.32	S81° 50' 52.23"W
L27	75.34	N80° 17' 29.11"W
L28	237.21	S87° 03' 19.52"W
L29	395.83	S2° 53' 44.45"E
L30	312.17	N2° 53' 44.45"W
L31	83.42	N2° 53' 44.45"W
L32	591.56	S87° 03' 19.52"W
L46	184.87	N4° 36' 10.99"W
L47	143.66	S4° 34' 27.23"E
L48	154.12	N87° 03' 17.97"E
L49	311.63	N2° 56' 44.98"W

Line Table		
Line #	Length	Direction
L134	258.88	N87° 03' 17.97"E
L135	160 96	N2° 56' 42.03"W
L136	105 37	N2° 56' 42.03"W
L137	121 86	N87° 03' 15.98"E
L138	135.43	N87° 03' 15.98"E
L139	310.92	N2° 56' 42.03"W
L140	365.72	N7° 33' 16.87"W
L141	327.43	N8° 08' 15.94"W
L142	46.15	N8° 06' 43.00"W
L143	14.32	S81° 51' 42.89"W
L144	157 00	N8° 08' 16.06"W
L145	40.49	S81° 51' 58.48"W
L146	114.12	N8° 08' 01.52"W

Line Table		
Line #	Length	Direction
L147	171.93	N6° 32' 44 90"W
L148	161.05	N81° 50' 52.23"E
L149	164 21	S81° 36' 19.75"W
L150	164 21	S81° 36' 19.75"W
L151	45 92	N78° 37' 00.66"E
L152	202.29	N81° 50' 52.23"E
L153	75 54	S80° 17' 29.11"E
L154	62.10	N87° 03' 19.52"E
L155	301.42	N87° 03' 19.52"E

Line Table		
Line #	Length	Direction
L156	117.00	N86° 29' 25.34"E
L157	10.35	N83° 56' 30 67"E

P.U.E. Line Table		
Line #	Length	Direction
L33	1084.88	S81° 50' 52.23"W
L34	150.89	N80° 17' 29.11"W
L35	814.55	S87° 03' 19.52"W
L36	120.56	N85° 23' 15.87"E
L37	432.06	N81° 50' 52.23"E
L38	305.76	N7° 35' 50.00"W
L39	306.10	S7° 35' 50.00"E
L40	541.71	N81° 50' 52.23"E
L41	150.89	S80° 17' 29.11"E
L42	309.30	N87° 03' 19.52"E
L43	405.85	N2° 53' 44.45"W
L44	405.55	S2° 53' 44.45"E
L45	601.57	N87° 03' 19.52"E

DRAINAGE EASEMENT Line Table		
Line #	Length	Direction
L51	81 54	N6° 03' 29.33"W
L52	392.01	N83° 27' 15 10"E
L53	26 62	S6° 32' 44.90"E
L54	259.89	N87° 03' 17 97"E
L55	44 92	S2° 56' 42.03"E
L56	262 32	N41° 28' 59 65"W
L57	131.24	N21° 28' 09.48"W
L58	254.99	N6° 15' 05.10"W
L59	104.06	N68° 33' 47 83"E
L60	114 92	N26° 31' 17 27"W
L61	65.15	N77° 48' 58 73"W
L62	149.66	N2° 56' 42.03"W

DRAINAGE EASEMENT Line Table		
Line #	Length	Direction
L63	22.89	N87° 03' 19.52"E
L64	286.35	S26° 33' 08.40"E
L65	398.36	S71° 11' 45.08"E
L66	432.23	S22° 17' 25.41"E
L67	364 27	S50° 33' 32.00"W
L68	30.00	S87° 03' 19.52"W
L69	284 80	N2° 56' 40.48"W
L70	170.95	S87° 06' 15.55"W
L71	30.00	N2° 53' 44.45"W
L72	200.92	N87° 06' 15.55"E
L73	314.77	S2° 56' 40.48"E

DRAINAGE EASEMENT Line Table		
Line #	Length	Direction
L166	30.00	N87° 03' 19.52"E

WATER EASEMENT Line Table		
Line #	Length	Direction
L74	16.38	S84° 03' 41.81"W
L75	25 93	N6° 03' 29.33"W
L76	412.44	S86° 46' 29.94"W
L77	278.93	N6° 37' 34.32"W
L78	101.54	N53° 08' 15.94"W
L79	324.21	N8° 08' 15.94"W
L80	15.00	N81° 50' 52.23"E
L81	318.00	S8° 08' 15.94"E
L82	101.78	S53° 08' 15.94"E
L83	271.24	S6° 37' 34.32"E
L84	413.96	N86° 46' 20.94"E
L85	40.17	S6° 03' 52.08"E

WATER EASEMENT Line Table		
Line #	Length	Direction
L158	15.00	N81° 50' 52.23"E
L159	207.42	S8° 08' 01 52"E
L160	15.00	S81° 36' 19.75"W
L161	207.49	N8° 08' 01 52"W

WATER EASEMENT Line Table		
Line #	Length	Direction
L86	40.19	N82° 23' 09.30"E
L87	81.83	S7° 36' 50.70"E
L88	15.00	S81° 34' 23.98"W
L89	67.04	N7° 36' 57.80"W
L90	25.19	S82° 23' 09.30"W
L91	15.00	N7° 35' 50.00"W
L92	36.24	S86° 48' 39.41"W
L93	15.00	N2° 53' 44.45"W
L94	21.17	N86° 48' 39.41"E
L95	78.44	N3° 11' 20.59"W
L96	15.00	N87° 15' 20.75"E
L97	93.32	S3° 11' 20.59"E

WATER EASEMENT Line Table		
Line #	Length	Direction
L168	109.82	S8° 08' 01.52"E
L169	15.00	N81° 51' 58.48"E
L170	109.82	S8° 08' 01.52"E

WASTEWATER EASEMENT Line Table		
Line #	Length	Direction
L98	14 57	N83° 48' 48.42"E
L99	46.43	S6° 35' 14.08"E
L100	412.25	N86° 52' 13.09"E
L101	109.30	S6° 32' 31.35"E
L102	53.88	N83° 27' 28.65"E
L103	15 00	S6° 32' 44.90"E
L104	68.88	S83° 27' 28.65"W
L105	110.17	N6° 32' 31.35"W
L106	412.37	S86° 52' 13.09"W
L107	60.64	N6° 03' 28.95"W
L108	26.52	S2° 56' 41.93"E
L109	573.10	S51° 53' 11.95"E
L110	461.08	S12° 46' 52.64"E
L111	368.72	S25° 39' 48.71"W
L112	22.61	S36° 30' 43.07"E
L113	386.25	N25° 39' 48.71"E
L114	474.83	N12° 44' 55.13"W
L115	598.05	N51° 53' 11.95"W

WASTEWATER EASEMENT Line Table		
Line #	Length	Direction
L116	24.75	N89° 34' 02.71"E
L117	95 08	S36° 30' 43.07"E
L118	107.46	N83° 29' 16.93"E
L119	222.19	S66° 30' 43.07"E
L120	431.86	S21° 30' 43.07"E
L121	41 22	N87° 03' 17.97"E
L122	244.66	S1° 42' 42 28"E
L123	101.50	S47° 56' 42.03"E
L124	241.09	S2° 56' 42 03"E
L125	20 00	S87° 03' 19.52"W
L126	232.80	N2° 56' 42 03"W
L127	101.76	N47° 56' 42.03"W
L128	232.76	N1° 42' 42 28"W
L129	35.17	S87° 03' 17.97"W
L130	437.96	N21° 30' 43.07"W
L131	208.54	N66° 30' 43.07"W
L132	113.65	S83° 29' 16.93"W
L133	121.20	N36° 30' 43.07"W

WASTEWATER EASEMENT Line Table		
Line #	Length	Direction
L162	15.00	N87° 03' 19.52"E
L163	103.43	S2° 56' 40.48"E
L164	15.00	S87° 03' 17.97"W
L165	103.43	N2° 56' 40.48"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	26.78	433.50	3.54	S83° 37' 04"W	26.78
C2	116.43	373.50	17.86	S89° 13' 18"E	115.96
C3	95.73	433.50	12.65	N86° 37' 05"W	95.54
C4	24.93	403.50	3.54	S83° 37' 04"W	24.93
C5	125.78	403.50	17.86	S89° 13' 18"E	125 27
C6	89.11	403.50	12.65	N86° 37' 05"W	88.93
C7	23.08	373.50	3.54	S83° 37' 04"W	23 07
C8	31.22	20.00	89.45	S37° 07' 31"W	28.15
C9	31.61	20.00	90.55	N52° 52' 29"W	28.42
C10	86.99	433.50	11.50	N87° 35' 49"E	86.85
C11	82.48	373.50	12.65	N86° 37' 05"W	82.32
C12	31.40	20.00	89.95	S42° 04' 48"W	28 27
C13	31.43	20.00	90.05	N47° 55' 12"W	28 30

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C20	48.14	433.50	6 36	S83° 28' 22"E	48.11

P.U.E. Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C14	22.46	363.50	3.54	S83° 37' 04"W	22.45
C15	138 25	443.50	17.86	S89° 13' 18"E	137.69
C16	80.28	363.50	12.65	N86° 37' 05"W	80.11
C17	113.31	363.50	17.86	S89° 13' 18"E	112.86
C18	97.94	443.50	12.65	N86° 37' 05"W	97.74

DRAINAGE EASEMENT Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C19	207.09	780.84	15 20	N51° 41' 38"W	206.49

HEADWATERS DEVELOPMENT AGREEMENT - IMPERVIOUS COVER SUMMARY

ALLOWABLE IMPERVIOUS COVER

Total Area[1] =	**1509.68 AC.**
Total Allowable Impervious Cover (15%)[2] =	**226.45 AC.**
Commercial Area[1] =	**166.13 AC.**
Commercial Allowable Impervious Cover (50% of Area)[2,3] =	**83.07 AC.**
Residential Area[1] =	**1343.55 AC.**
Residential Allowable Impervious Cover[2] =	**143.38 AC.**

Notes:
1. Acreage on above table come from The Headwaters at Barton Creek Development Agreement, dated January 11, 2005 recorded in Volume 2675, page 649 of the official public records of Hays County, Tx.
2. Impervious cover calculations are based on the requirements of the Headwaters at Barton Creek Development Agreement.
3. Impervious cover of Commercial Tract is assumed to be 50% of commercial area per the Headwaters at Barton Creek Development Agreement.

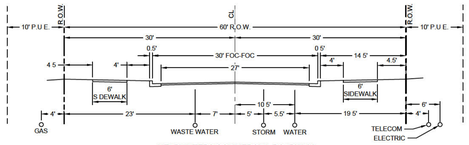
TOTAL SITE SUMMARY

COMMERCIAL IMPERVIOUS COVER SUMMARY

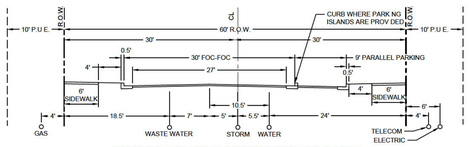
Headwaters Commercial (Roadway Improvements) Impervious Cover =	0.79 AC.
Headwaters Apartments Impervious Cover =	4.82 AC.
Headwaters West Office Impervious Cover =	1.48 AC.
Oakwood Market =	0.86 AC.
Commercial East Ph 1 =	1.30 AC.
Station East Phase 1 (Preliminary) =	37.08 AC
Headwaters Commercial Total IC =	**46.327 AC.**
Remaining Commercial Impervious Cover =	**36.74 AC.**

ZONING:

PDD-6
CITY OF DRIPPING SPRINGS ORDINANCE NO. 1220.130



HEADWATERS COMMERCIAL ROADWAY
60' R.O.W.
DESIGN SPEED = 30 MPH
MIN. TANGENT LENGTH = 150'
MIN CL RADIUS = 300'
N.T.S.



HEADWATERS COMMERCIAL ROADWAY W/ PARALLEL PARKING
60' R.O.W.
DESIGN SPEED = 30 MPH
MIN. TANGENT LENGTH = 150'
MIN CL RADIUS = 300'
N.T.S.

OWNER/DEVELOPER
ORYX LAND HOLDING, LLC P.O. BOX 302663 AUSTIN, TX. 78703
ENGINEER
MALONE/WHEELER, INC. 5113 SOUTHWEST PKWY SUITE 260 AUSTIN, TEXAS 78735
SURVEYOR
EARLY LAND SURVEYING, LLC P.O. BOX 92588 AUSTIN, TEXAS 78709
ACREAGE-STATION PHASE 1
55.13 AC
NUMBER OF BLOCKS
4
NUMBER OF LOTS
15
LINEAR FEET OF NEW STREETS
3,475 LF

LOT SIZE IN ACRES						
PHASE NO.	LOTS <1.00	LOTS 1.00 TO 2.00	LOTS 2.01 TO 5.00	LOTS 5.01 TO 10.00	LOTS >10.00	TOTAL LOTS
STATION PHASE 1	4	4	4	1	2	15

STREET SUMMARY				
STREET NAME (CLASSIFICATION)	ROW WIDTH (LF)	LENGTH (LF)	PAVEMENT WIDTH (FACE-TO-FACE)	SIDEWALK (EACH SIDE)
PHASE 1				
DRIPSTONE TRAIL	60'	2,576'	30'	6'
HERITAGE SPRINGS BOULEVARD	60'	488'	30'	6'
JUNIPER HOLLOW ROAD	60'	411'	30'	6'
TOTAL PHASE 1		3,475'		

MALONE★WHEELER
SINCE INC. 1995
CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601
Firm Registration No. F-786

HEADWATERS STATION EAST
PRELIMINARY PLAT
DRIPPING SPRINGS, TEXAS

DESIGN BY : CM
CHECKED BY : IS
APPROVED BY : LMM
DATE : 3/11/2026

SHEET 01
OF 02

LEGEND

- EXIST. ROW
- PROP. ROW
- PROP. CURB FACE
- PROP. CENTER LINE
- PROP. SIDEWALK
- PROP. LOT LINES
- PROP. EASEMENT
- STREAM AREA & STREAM BUFFER ZONE

N

0 100'

SCALE: 1" = 100'

EXISTING 20' WASTEWATER EASEMENT DOC. 18019491

UTILITY EASEMENT (OVERHEAD) DOC. NO. 2015-15026796 O.P.R.H.C.TX.

ELECTRIC EASEMENT 1.1139 ACRES VOLUME 9320, PAGE 387, D.R.H.C.T.

50' STREAM BUFFER

ALTERNATE PROPOSED 20' WASTEWATER LINE EASEMENT BY SEPARATE INSTRUMENT

SPRING/SEEP WITH 150' BUFFER

ORYX DEVELOPMENT, LLC PORTION OF 127.087 ACRES DOC. 16040810

PROPOSED DRAINAGE & WATER QUALITY EASEMENT BY SEPARATE INSTRUMENT

PROPOSED 20' WASTEWATER LINE EASEMENT BY SEPARATE INSTRUMENT

25' STREAM BUFFER

24.67' STREAM BUFFER

UTILITY EASEMENT (OVERHEAD) DOC. NO. 2015-15038106 O.P.R.H.C.TX.

HEADWATERS AT BARTON CREEK, PHASE 3, DOC. 23012454 O.P.R.H.C.T.

IRON WILLOW LOOP

0.5101 ACRE OVERHEAD UTILITY ESMT. (5386/1657)

SUNSET CANYON SECTION V VOL. 3, PAGE 284

BLOCK A

LOT 961 BLOCK A HEADWATERS AT BARTON CREEK PHASE 3 (23012454) HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY (23037980)

LOT 1031 SUNSET CANYON SECTION FIVE (5034) DANIEL R. STOKES AND AUTUMN A. STOKES (13041636)

LOT 902 BLOCK A HEADWATERS AT BARTON CREEK PHASE 3 (23012454)

N88° 30' 35.61"E 228.85'

N83° 56' 30.67"E 495.52'

N83° 56' 30.67"E 710.15'

N87° 03' 17.97"E 495.86'

PROPOSED DRAINAGE & WATER QUALITY EASEMENT BY SEPARATE INSTRUMENT

PROPOSED 15' WASTEWATER LINE EASEMENT BY SEPARATE INSTRUMENT

LOT 1 BLOCK D 508,865.50 SF 11.68 AC

LOT 5 SUNSET HILLS (13267) LAUREN SCHULTZ (35685/26)

LOT 4 SUNSET HILLS (13267) THADDEUS S. FORTENBERRY (12016688)

LOT 3 SUNSET HILLS (13267) THOMAS AND JODI L. YOUNG (18825369)

LOT 2 SUNSET HILLS (13267) BRENT MICHAEL WHITE & SUSAN S. WHITE (14027327)

LOT 1 SUNSET HILLS (13267) HUI-YING LI & JIAN SHENG XIA (17014653)

S 54° 34' 27.72"E 649.89'

N86° 29' 28.86"E 283.20'

P.U.E. WIDTH VARIES

S. CANYONWOOD DRIVE (60' R.O.W. WIDTH) (3/289) (13/267)

UNDESIGNATED 1' STRIP SUNSET CANYON SECTION V (3/289)

LOT 4 BLOCK D 333,887.89 SF 7.66 AC

LOT 3 BLOCK D 449,640.11 SF 10.32 AC

N2° 44' 21.00"W 646.31'

PROPOSED 15' WATER LINE EASEMENT BY SEPARATE INSTRUMENT

UTILITY EASEMENT (UNDEFINED) DOC. NO. 2015-15038106 O.P.R.H.C.TX.

LOT 2 BLOCK D 46,520.60 SF 1.07 AC

10' P.U.E.

DRIPSTONE TRAIL

LOT 1 BLOCK A 75,767.75 SF 1.74 AC

LOT 2 BLOCK A 37,315.41 SF 0.86 AC

LOT 3 BLOCK A 54,336.31 SF 1.25 AC

N 54° 34' 27.72"E 172.02'

N85° 21' 22.75"E 209.14'

LOT 1 BLOCK B 101,654.86 SF 2.33 AC

ANTICIPATED FUTURE R.O.W.

JUNIPER HOLLOW ROAD

MUD ALTERNATE PROPOSED 15' WATER EASEMENT BY SEPARATE INSTRUMENT

LOT 2 BLOCK B 100,594.63 SF 2.31 AC

WTCPUA ALTERNATE PROPOSED 15' WATER EASEMENT BY SEPARATE INSTRUMENT

4.51 ACRE CORRECTION UTILITY ESMT. (5475/385)

1.51 ACRE CORRECTION UTILITY ESMT. (5475/385)

S68° 52' 28.08"W 358.79'

S81° 36' 19.75"W 291.76'

ALTERNATE PROPOSED 15' WATER LINE EASEMENT BY SEPARATE INSTRUMENT

WELL TO BE PLUGGED AND ABANDONED

PROPOSED 15' WASTEWATER EASEMENT BY SEPARATE INSTRUMENT

PROPOSED 30' DRAINAGE EASEMENT BY SEPARATE INSTRUMENT

LOT 2 BLOCK C 205,333.60 SF 4.71 AC

LOT 1 BLOCK C 48,026.04 SF 1.10 AC

LOT 6 BLOCK B 42,117.00 SF 0.97 AC

LOT 5 BLOCK B 27,019.52 SF 0.62 AC

LOT 4 BLOCK B 130,754.43 SF 3.00 AC

LOT 3 BLOCK B 41,514.97 SF 0.95 AC

HERITAGE SPRINGS BOULEVARD

10' P.U.E.

30' F.O.C. - F.O.C. (TYP.)

40' F.O.C - F.O.C.

4.51 ACRE CORRECTION UTILITY ESMT. (5475/385)

30' WATER LINE ESMT. (5883/307,(4291/562)

S87° 15' 20.75"W 457.38'

S87° 15' 20.75"W 153.84'

S87° 15' 20.75"W 135.70'

N87° 15' 33.10"E 187.27'

S78° 36' 04.75"W 183.21'

N81° 36' 19.75"E 343.48'

EXIST. TXDOT R.O.W.

E U.S. HIGHWAY 290 (R.O.W. WIDTH VARIES)

S27° 56' 41.97"E 418.46'

ITEM: 10D WATER LINE EASEMENT AND RIGHT OF WAY VOL. 1886, PG. 307 O.P.R.H.C.T.

ITEM: 10A UTILITY EASEMENT PEDERNALES ELECTRIC COOPERATIVE DOC. NO. 93205302 VOL. 2475, PG. 365 O.P.R.H.C.T.

ALTERNATE PROPOSED 15' WATER LINE EASEMENT BY SEPARATE INSTRUMENT

PRIVATE DRIVE

PRIVATE DRIVES

AJC RE HOLDINGS LLC DOC. 21044493 O.P.R.H.C.T.

NSA PROPERTY HOLDINGS LLC DOC. 19019937 O.P.R.H.C.T.

AMERICAN WAY

CALICHE HILL SECTION 2 DOC. NO. 00000448

LOT 1A

LOT 2

FROG POND LANE

THE FROG POND

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

MALONE★WHEELER SINCE INC. 1995

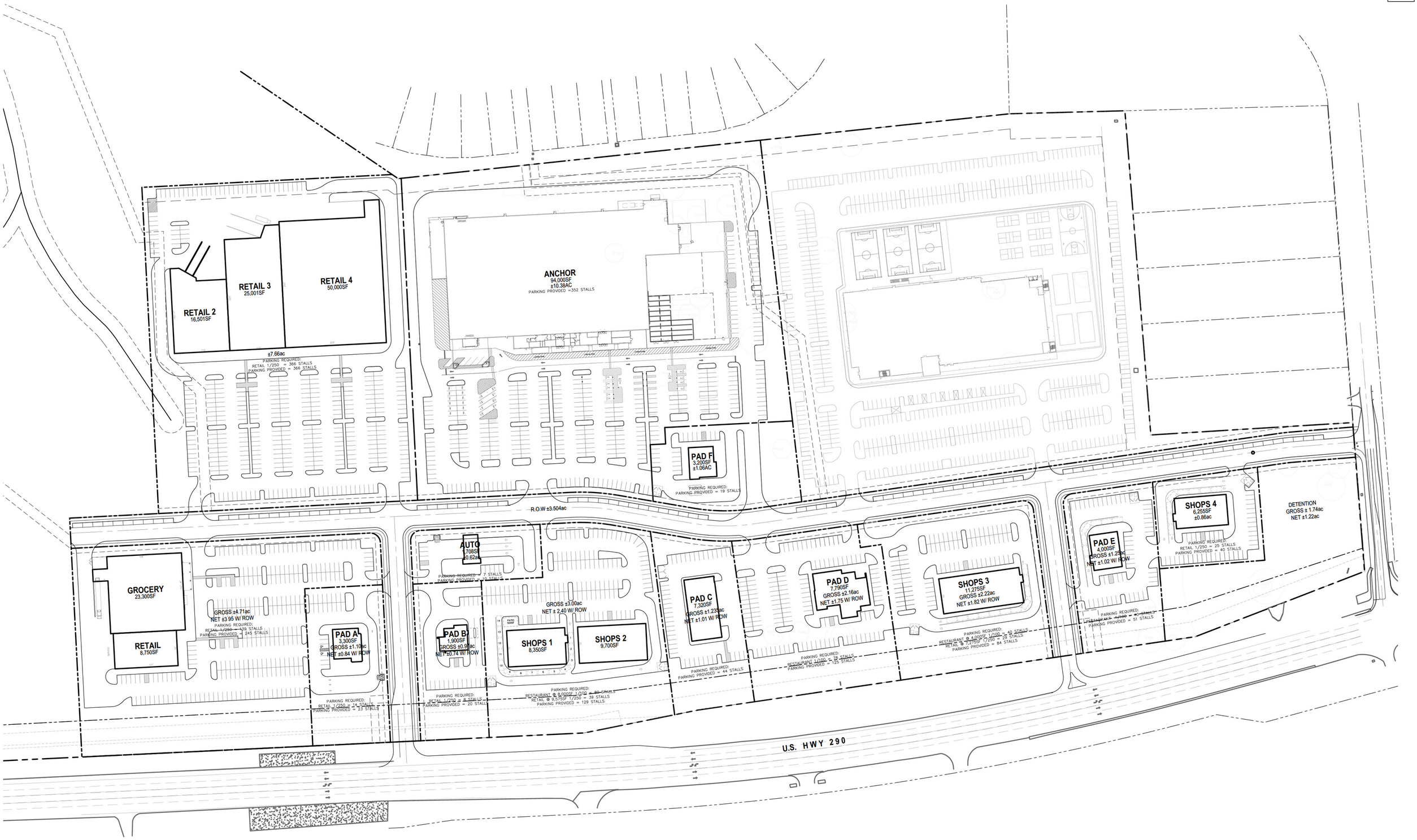
CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601
Firm Registration No. F-786

HEADWATERS STATION EAST
PRELIMINARY PLAT
DRIPPING SPRINGS, TEXAS

DESIGN BY : CM
CHECKED BY : IS
APPROVED BY : LMM
DATE : 3/11/2026

SHEET 02 OF 02



CUASO DESIGN STUDIO
ARCHITECTURE • PLANNING • DESIGN • GRAPHICS

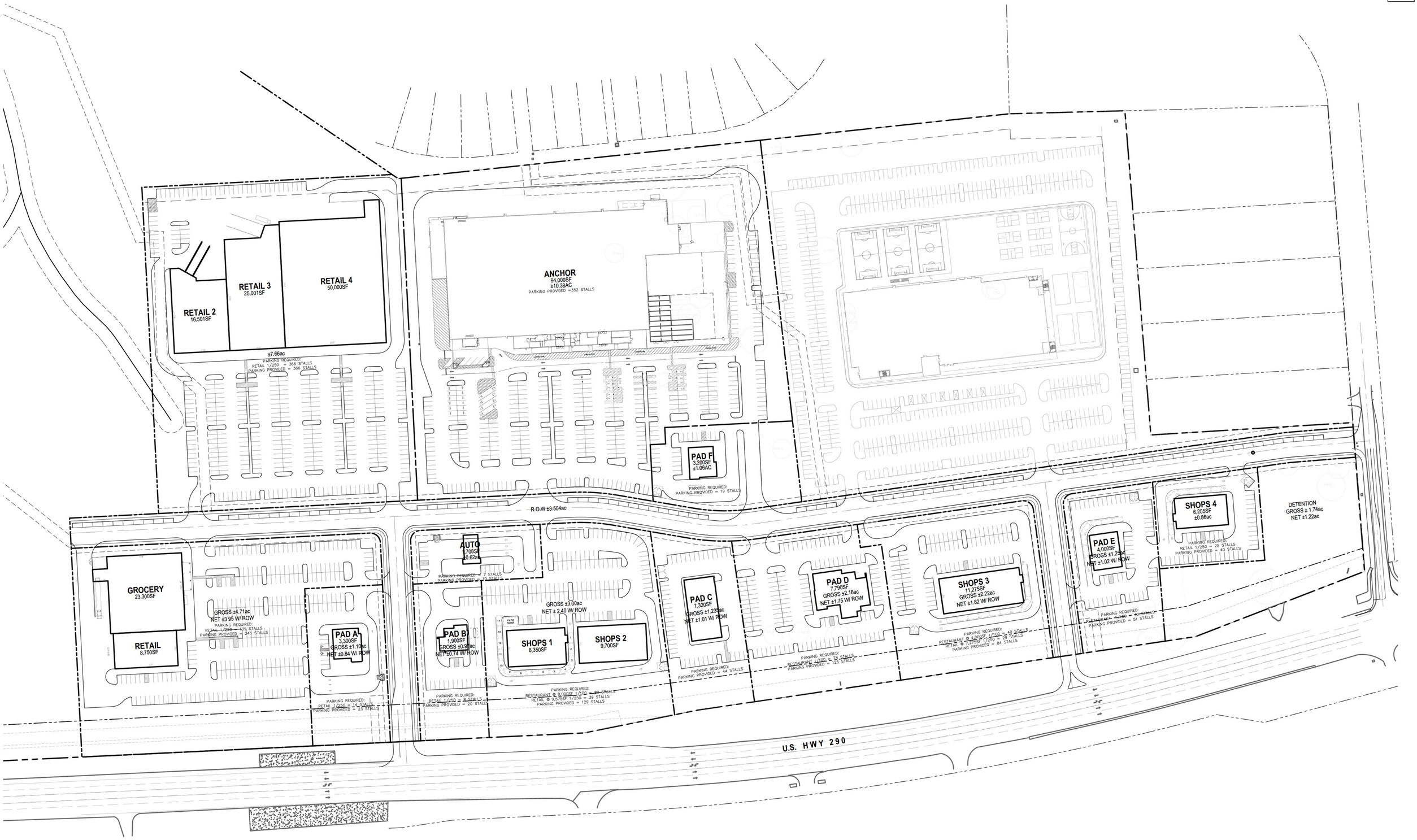
ENDEAVOR
Real Estate Group

HEADWATERS RETAIL

Dripping Springs, TX | June 10, 2026

SITE PLAN 33

SCALE: 1" = 80' | 0 | 40' | 80' | 160'



CUASO DESIGN STUDIO
ARCHITECTURE • PLANNING • DESIGN • GRAPHICS

ENDEAVOR
Real Estate Group

HEADWATERS RETAIL

Dripping Springs, TX | June 10, 2026

SITE PLAN 33

SCALE: 1" = 80' 0 40' 80' 160'

Parking Variance

October 6, 2026

HEADWATERS

marathon EQUITY

Headwaters East

Retail Development Update

ENDEAVOR REAL ESTATE GROUP



HEADWATERS

Parking Variance

Variance Request

- Section 5.6.2 Commercial Parking Based on Use:
  - Bank: One space per 200 sf of gross floor area…
  - Commercial Use: One space per 250 sf…
  - Health Club: One space per 150 sf…
  - Medical or Dental Office: One space per 200 sf…
  - Home Improvement Center: one space per 400 sf of display area...
  - Office: One space per 300 sf…
  - Restaurant: one space for each 100 sf of seating/waiting area…
  - Retail or personal service: One space per 200 sf…
  - Theatre: One space for each three seats or bench seating…

- Variance Request:
  - Retail or personal service: One space per 250 sf…
  - *No change to any other category including “heavy parking users”*

Headwaters East

Retail Development Update

Project-Level Parking			
Code Parking	Provided Parking	Difference	
		#	%
1,614	1,580	34	2.15%



Parking Variance

Central Texas Comparable Parking Codes:

City	Retail Use Category	Requirement	SF / Space	Spaces / 1,000 SF	Code Section
Round Rock	Shopping Centers (Mixture of Uses)	1 per 225	225	4.4	Article VI. — Off-Street Parking and Loading
Cedar Park	Personal Service & Retail	1 per 250	250	4.0	Article 14.05 Access and Off-Street Parking, § 14.05.005(j)(2)
Bee Cave	Retail Store "Big Box"	1 per 250	250	4.0	UDC § 3.3.6 Parking Rate by Use
San Marcos	Retail & Medical Office	1 per 250	250	4.0	Chapter 7, Division 2: Minimum Parking Requirements
Georgetown	Retail	1 per 250	250	4.0	Section 4.09.070 — Parking
Austin Metro Average	—	**1 per 245**	245	**4.1**	—
Dripping Springs (current)	Retail	**1 per 200**	200	**5.0**	Current Code

Comparable Retail Projects

Comparable Retail Projects:

Project	City	Anchor Lot Ratio	Overall Ratio
Belterra	Dripping Springs	3.87	5.5
1890 Ranch	Cedar Park	n/a	4.5
The Parke	Cedar Park	n/a	4.7
The Village	Dripping Springs	3.08	3.4

Belterra Village (Overall):



Belterra Village (Anchor Lot):



1890 Ranch


Seton
Healthcare Family
CINEMARK
46
Vandelay
Education
Dental School
MEDICAL PARKWAY
CRUNCH
70
CEDAR POINTE
Pat's Walk
Future Medical Office
BOOKS
Burlington
SUPER
TARGET
64
Office DEPOT
65
PETSMART
SEPHORA
Academy
SPORTS+OUTDOORS
74
ROSS
DRESS FOR LESS
75
HOBBY
LOBBY
Ashley
HOMESTORE
MARDEL
JACK ALLENS
KITCHEN
BARRANCHTRAIL
US 183A
59,973 VPD
COUNTY RD 185
FM 1431
48,351 VPD

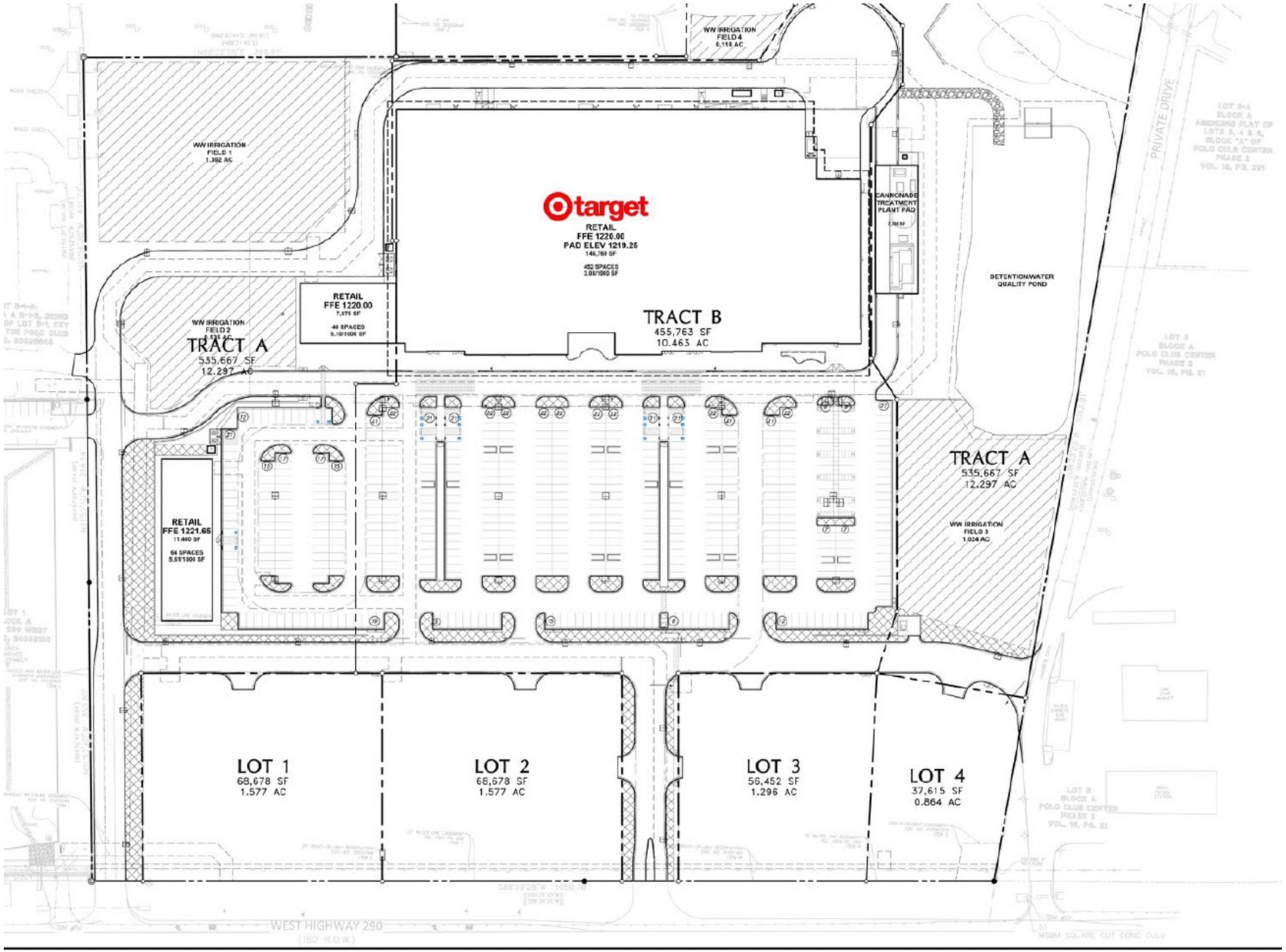
marathon EQUITY

The Parke



marathon EQUITY

The Village at Dripping Springs



Parking Variance

Variance Considerations:

Variance Considerations:

- *Special Circumstances*: first project in Dripping Springs with significant soft goods tenants

- *Public Health*: will provide better shopping experience

- *Minimal Departure*: +/- 2% difference overall

- *Intent*: shared parking considered in code via 5.7.7

Questions?

From: [redacted]
[redacted]
Subject: VAR 2026-007 Comment
Date: Wednesday, August 26, 2026 10:53:35 AM
Attachments: Trail System.pdf

You don't often get email from [redacted] Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

Hello Sara,

I received the full VAR 2026-007 staff report this morning. I am a resident of Sunset Canyon. Given the reduction in parking standards, it feels prudent to have the proposed development construct pedestrian/bike improvements from Headwaters/Sunset Canyon to promote alternate uses of transportation to alleviate the use of vehicles/parking. Or have the development pay into a City fund to improve the trails between Sunset Canyon and Headwaters.

There is an existing improved/unimproved bike/pedestrian trail system within the area. It would be incredible to have a more improved trail system to the commercial development and within the development. This could include dedicated bike/pedestrian lanes. See attached. I believe this would greatly alleviate parking needs for the site.

I would like to formally submit this comment to the board of adjustments. Otherwise, I am for the proposed development and look forward to the uses it brings to the area.

Thank you!

Dan Loss
512-202-9011


Proposed Trail Improvements
SITE
My Generation Alpha
Headwaters Pet Care
Headwaters - David Weekley Homes
The Little Gym of Dripping Springs, TX
Flores Mexican Restaurant
The Pizza Cave
Google Earth

City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, August 04, 2026, at 5:30 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of council members present, Mayor Foulds called the meeting to order at 5:31 p.m.

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Ana Grace Husted
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Aniz Alani
City Secretary Diana Boone
Finance Manager Glori Rivas
IT Director Jason Weinstock
Planning Director Tory Carpenter
Parks & Community Services Assistant Director Emily Nelson
Parks & Community Services Director Andy Binz
People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Husted.

PRESENTATION OF CITIZENS

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

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

No one spoke during the Presentation of Citizens.

BUDGET WORKSHOP

1. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2027.** *Deputy City Administrator, Shawn Cox*

   No action was taken. Report is on file.

   Staff was directed to post council questions on-line for public access.

CONSENT AGENDA

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

2. **Approval of the June 2, 2026 City Council regular meeting minutes.**

3. **Approval of the June 16, 2026 City Council regular meeting minutes.**

4. **Approval of a Ground Maintenance Extension and Ratification Agreement between the City of Dripping Springs and Elk Ridge Construction, LLC.** *Sponsor: Mayor Pro Tem Taline Manassian*

   A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve items 2 & 4 on the Consent Agenda. The motion carried unanimously 5 to 0.

   A motion was made by Council Member Parks and seconded by Council Member Crow, to approve item 3, the June 16, 2026 meeting minutes. The motion carried 4 to 0, with 1 abstention by Mayor Pro Tem Manassian.

BUSINESS AGENDA

5. **Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2026.** *Deputy City Administrator, Shawn Cox*

   No action was taken.

6. **Discussion and possible action regarding Change Order No. 4 to the Construction Contract between the City of Dripping Springs and Arguijo Corporation for design modifications to the West Interceptor Segment 2 Project.** *Sponsor: Mayor Bill Foulds, Jr.*

   This item was pulled by staff. No action was taken.

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), 551.0761 (Deliberation Regarding Critical Infrastructure Facility), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to go into Closed Session for items 7 through 9, under sections 551.071 and 551.074. The motion carried unanimously 5 to 0.

Closed Session began at 6:03 p.m.

7. **Consultation with Attorney related to legal issues regarding a potential interlocal agreement with the Dripping Springs Community Library District** *(Consultation with Attorney, 551.071).*

8. **Consultation with City Attorney regarding legal strategies to address infrastructure and regulatory constraints limiting growth in the City of Dripping Springs, including transportation, utilities, drainage, and related litigation risks.** (*Consultation with Attorney, 551.071*).

9. **Deliberation of the evaluation of duties of the City Administrator, Deputy City Administrator I, and Deputy City Administrator II and consultation with attorney related to legal issues regarding the evaluation of city employees.** (*Consultation with Attorney, 551.071 and Deliberation Regarding Personnel Matters, 551.074)*

Council Member Crow recused himself from participation regarding item 8 and stepped out of Closed Session.

Closed Session ended at 8:36 p.m.

ADJOURN

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Husted, to adjourn the meeting. The motion carried unanimously 5 to 0.

The meeting was adjourned at 8:37 p.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, August 11, 2026, at 5:30 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of Council Members present, Mayor Foulds called the meeting to order at 5:32 p.m.

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Ana Grace Husted
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
Deputy City Attorney Laura Mueller
City Secretary Diana Boone
IT Director Jason Weinstock
Utilities Director Gray Lahrman
Planning Director Tory Carpenter
Human Resources Director Chase Wilburn
Finance Manager Glori Rivas
Financial Analyst Peyton Guillory
Parks & Community Services Director Andy Binz
Parks & Community Services Assistant Director Emily Nelson
People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Parks.

Council Member Crow spoke of the recent passing of former Mayor Galen H. Dodson and expressed condolences on behalf of the City.

PRESENTATION OF CITIZENS

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

No one spoke during the Presentation of Citizens.

BUDGET WORKSHOP

Presentation and discussion only. No action shall be taken.

1. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2027.** *Deputy City Administrator, Shawn Cox*

   Presentation only. No action was taken.

BUSINESS

2. **Discussion and possible action on the Proposed Ad Valorem Tax Rate for 2026.** *Deputy City Administrator, Shawn Cox*

   A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to set the Proposed Ad Valorem Tax Rate for 2026 at $0.2268 for the M&O, $0.0461 for the Total I&S, for a total of $0.2729.

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027 Proposed*
M&O	$0.1900	$0.1778	$0.1718	$0.1794	$0.1850	$0.2268
Total I&S	$0.0000	$0.0000	$0.0000	$0.0000	$0.0417	$0.0461
Total	$0.1900	$0.1900	$0.1778	$0.1718	$0.2267	$0.2729

The motion carried unanimously 5 to 0. Roll call vote:

Mayor Pro Tem Manassian – Aye
Council Member Husted – Aye
Council Member Tahuahua – Aye
Council Member Crow – Aye
Council Member Parks - Aye

3. **Discussion and possible action on a Professional Services Agreement for Strategic Planning Services.** *Sponsor: Mayor Bill Foulds, Jr.*

   No action was taken.

CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to go into Closed Session for items 4 and 5, under Sections 551.071 and 551.074. The motion carried unanimously 5 to 0.

Closed Session began at 6:20 p.m.

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), 551.0761 (Deliberation Regarding Critical Infrastructure Facility), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

4. **Consultation with attorney related to legal issues pertaining to a Professional Services Agreement for Strategic Planning Services.** (Consultation with Attorney, 551.071). *Sponsor: Mayor Bill Foulds, Jr.*

5. **Deliberation of the evaluation of duties of the City Administrator, Deputy City Administrator I, and Deputy City Administrator II and consultation with attorney related to legal issues regarding the evaluation of city employees.** (*Deliberation Regarding Personnel Matters, 551.074, Consultation with Attorney, 551.071).*

Closed Session ended at 7:32 p.m.

ADJOURN

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Husted, to adjourn the meeting. The motion carried unanimously 5 to 0.

The meeting was adjourned at 7:33 p.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator

Date: October 6, 2026

RE: August 2026 City Treasurer's Report

General Fund:

The General Fund received **$816,404** in revenues for August.

General Fund revenues are in line with the adopted/projected budget. Line items of note include:

- 100-000-40000: Ad Valorem Tax – With the collection of $29,484 in August, $4,945,832 (99.6%) has been collected in property taxes.
- 100-000-40001: Sales Tax Revenue – $477,849 was received in July, of which $352,299 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is a 13.45% increase from August 2025 receivables.
- 100-201-43031: Building Code Fees – Through August, $2,003,610 (96.33%) has been collected in Building Code Fees.

General Fund expenditures are in line with the amended budget.

Utility Fund:

The Utility Fund received **$525,697** in revenues for August.

Utility Fund revenues are in line with the adopted/projected budget. Line items of note include:

- 400-300-43018: Wastewater Service Fees – The Utility Fund collected 112,002 in Wastewater Service Fees in August.
- 400-301-43041: Water Usage – Through August, $854,816 has been collected. This is $54,816 (6.85%) more than amended.
- 400-320-41001: PEC – In August, the City received $60,034 from PEC for is quarterly franchise payment. Total collected for FY 2026 is $241,521.
- 400-320-47009: Sales Tax – The Utility Fund sales tax allocation for August totaled $95,570.

Utility Fund expenditures are in line with the amended budget.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **$9,692** in August. Please note this does not include the August CivicRec deposits, which were made in September.

DSRP revenues are in line with the amended budget. Line items of note include:

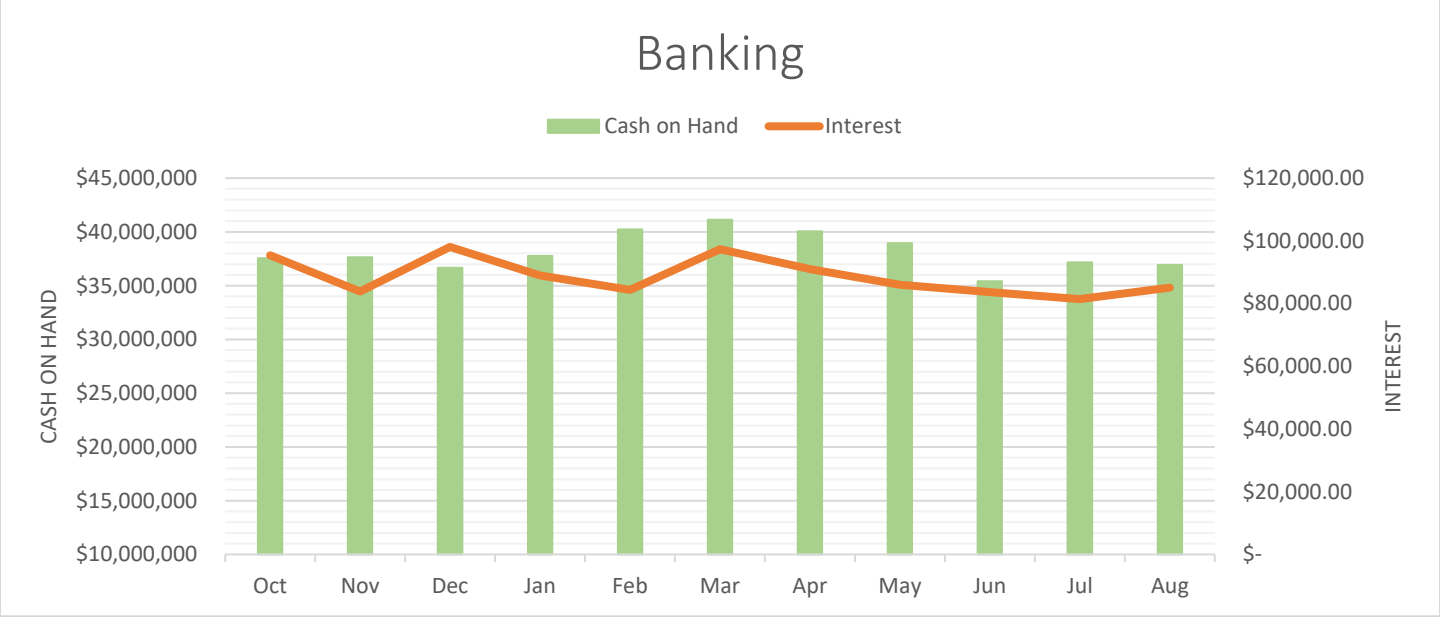
DRIPPING SPRINGS
Texas

- 200-401-43012: Facility Rental Fees – In August, the DSRP collected $2,100 in rental fees.
- 200-401-46001: Other Revenues – The $5,000 collected is from the 4th (3rd) of July firework event.

DSRP expenditures are in line with the amended budget.

Banking:

On August 31st, the City's cash balance was **$36.92 Million**. This is a 0.07% decrease from the previous month's cash balance. A total of **$85,096.04** was collected in interest revenues in August.



Journal Entries:

The following Journal Entry(ies) were completed for the month of April:

Journal Entry	Purpose	Amount	Credited Account	Debited Account
JN01676	Transfer amount in 100-404-70002 to 100-400-64015	$3,250.00	100-404-70002	100-400-64015
When the City purchased a number of Conex storage containers, two were charged against the Founders Day line item. This Journal Entry reallocated one container to the Parks supply line item, where it was budgeted.				
JN01677	Allocation of SRP Landscaping Expenditures to Correct Line Item	$3,030.00	100-400-63010	100-400-63016
Landscaping costs for Sports & Rec Park were being charged against an inactive line item. Landscaping costs are included in the "maintenance" line item.				

City of Dripping Springs, TX

Budget Report
Account Summary

For Fiscal: FY 2025-2026 Period Ending: 08/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	4,933,596.36	4,965,789.36	29,483.78	4,945,822.77	-19,966.59	0.40 %
100-000-40001	Sales Tax Revenue	4,600,000.00	5,039,464.00	477,849.33	4,634,181.95	-405,282.05	8.04 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	26,737.00	2,441.34	26,737.47	0.47	100.00 %
100-000-41000	Solid Waste Franchise Fee	60,000.00	63,011.00	25,486.46	63,011.43	0.43	100.00 %
100-000-42000	Alcohol Permit Fees	5,000.00	2,942.00	0.00	2,942.50	0.50	100.02 %
100-000-46000	FEMA	0.00	0.00	0.00	7,549.79	7,549.79	0.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	52,498.90	347,249.91	307,249.91	868.12 %
100-000-46002	Interest	175,000.00	164,300.00	12,420.73	152,294.69	-12,005.31	7.31 %
100-000-46013	Opioid Abatement	0.00	0.00	0.00	62.68	62.68	0.00 %
100-000-46014	Transportation Improvements Reim	1,850,000.00	1,850,000.00	0.00	190,623.58	-1,659,376.42	89.70 %
100-000-47005	Transfer from HOT Fund	3,496.00	3,496.00	0.00	0.00	-3,496.00	100.00 %
100-000-47010	Transfer from Wastewater Fund	281,199.17	281,199.17	0.00	0.00	-281,199.17	100.00 %
100-000-47019	Transfer from Series 2025	690,948.00	690,948.00	0.00	0.00	-690,948.00	100.00 %
	Department: 000 - Undesignated Total:	**12,643,239.53**	**13,127,886.53**	**600,180.54**	**10,370,476.77**	**-2,757,409.76**	**21.00%**
Department: 105 - Communications							
100-105-46006	Merchandise	0.00	0.00	-37.80	2,459.74	2,459.74	0.00 %
	Department: 105 - Communications Total:	**0.00**	**0.00**	**-37.80**	**2,459.74**	**2,459.74**	**0.00%**
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	60,000.00	55,000.00	1,505.00	49,945.00	-5,055.00	9.19 %
100-200-43000	Site Development Fees	50,000.00	354,062.00	68,295.03	354,061.79	-0.21	0.00 %
100-200-43002	Zoning Fees	65,000.00	135,616.00	0.00	0.00	-135,616.00	100.00 %
100-200-43030	Subdivision Fees	459,825.00	614,191.00	14,110.00	614,190.61	-0.39	0.00 %
	Department: 200 - Planning & Development Total:	**634,825.00**	**1,158,869.00**	**83,910.03**	**1,018,197.40**	**-140,671.60**	**12.14%**
Department: 201 - Building							
100-201-42001	Health Permit	0.00	0.00	0.00	-350.00	-350.00	0.00 %
100-201-42007	Sign Permits	0.00	0.00	5,191.21	135,616.07	135,616.07	0.00 %
100-201-43029	Fire Inspections	40,000.00	250,000.00	16,492.00	249,479.70	-520.30	0.21 %
100-201-43031	Building Code Fees	1,500,000.00	2,080,000.00	105,146.50	2,003,610.13	-76,389.87	3.67 %
	Department: 201 - Building Total:	**1,540,000.00**	**2,330,000.00**	**126,829.71**	**2,388,355.90**	**58,355.90**	**2.50%**
Department: 304 - Maintenance							
100-304-43050	Street/ROW Fee	0.00	0.00	100.00	200.00	200.00	0.00 %
	Department: 304 - Maintenance Total:	**0.00**	**0.00**	**100.00**	**200.00**	**200.00**	**0.00%**
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	6,000.00	8,194.00	0.00	1,250.00	-6,944.00	84.74 %
100-400-44001	Community Service Fees	1,375.00	2,925.00	0.00	2,825.00	-100.00	3.42 %
100-400-44002	Program & Event Fees	8,800.00	5,575.00	0.00	5,750.00	175.00	103.14 %
100-400-44004	Park Rental Income	19,000.00	12,055.00	960.00	18,447.00	6,392.00	153.02 %
100-400-47002	Transfer from Parkland Dedication	116,610.00	220,500.00	0.00	0.00	-220,500.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	60,000.00	0.00	0.00	0.00	0.00	0.00 %
100-400-47005	Transfer from HOT Fund	16,500.00	16,500.00	0.00	0.00	-16,500.00	100.00 %
100-400-47014	Transfer from Parkland Developme	392,690.61	64,999.61	0.00	0.00	-64,999.61	100.00 %
	Department: 400 - Parks & Recreation Total:	**620,975.61**	**330,748.61**	**960.00**	**28,272.00**	**-302,476.61**	**91.45%**
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	32,750.00	43,098.00	3,079.50	43,133.00	35.00	100.08 %
100-402-44004	Park Rental Income	22,238.75	5,059.75	570.00	5,060.00	0.25	100.00 %
100-402-46006	Merchandise Sales	0.00	0.00	0.00	341.46	341.46	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-402-46012	Reimbursement of Utility Costs	0.00	5,110.00	0.00	2,170.00	-2,940.00	57.53 %
	Department: 402 - Aquatics Total:	**54,988.75**	**53,267.75**	**3,649.50**	**50,704.46**	**-2,563.29**	**4.81%**
Department: 404 - Founders Day							
100-404-43012	FD Facility Rental	10,000.00	8,489.00	0.00	8,888.68	399.68	104.71 %
100-404-45000	FD Craft/Business Booths	12,150.00	14,725.00	812.00	18,837.50	4,112.50	127.93 %
100-404-45001	FD Food Booths	1,612.50	1,612.50	0.00	1,612.50	0.00	0.00 %
100-404-45002	FD BBQ Cooker Registration Fees	6,650.00	6,700.00	0.00	6,700.00	0.00	0.00 %
100-404-45003	FD Carnival	20,000.00	20,796.00	0.00	20,796.43	0.43	100.00 %
100-404-45004	FD Parade Registration Fees	0.00	1,960.00	0.00	1,960.00	0.00	0.00 %
100-404-45005	FD Sponsorships	120,000.00	121,300.00	0.00	120,069.00	-1,231.00	1.01 %
100-404-45006	FD Parking Fees	0.00	1,447.00	0.00	1,446.65	-0.35	0.02 %
100-404-45007	FD Electric Fees	3,300.00	3,210.00	0.00	3,210.00	0.00	0.00 %
	Department: 404 - Founders Day Total:	**173,712.50**	**180,239.50**	**812.00**	**183,520.76**	**3,281.26**	**1.82%**
	Revenue Total:	**15,667,741.39**	**17,181,011.39**	**816,403.98**	**14,042,187.03**	**-3,138,824.36**	**18.27%**
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	4,248,369.20	4,120,918.20	0.00	0.00	4,120,918.20	100.00 %
100-000-61000	Health Insurance	394,103.32	382,280.32	6,071.96	78,409.58	303,870.74	79.49 %
100-000-61001	Dental Insurance	0.00	0.00	1.15	2.67	-2.67	0.00 %
100-000-61002	Medicare	0.00	0.00	80.43	84.61	-84.61	0.00 %
100-000-61003	Social Security	0.00	0.00	344.04	361.92	-361.92	0.00 %
100-000-61004	Unemployment	0.00	0.00	100.22	100.22	-100.22	0.00 %
100-000-61005	Federal Withholding	333,759.29	323,746.29	0.00	0.00	323,746.29	100.00 %
100-000-61006	TMRS	239,938.88	232,740.88	8.77	26.33	232,714.55	99.99 %
100-000-62009	Human Resources Consultant	32,000.00	36,000.00	153.20	34,044.26	1,955.74	5.43 %
100-000-62015	Law Enforcement	10,000.00	0.00	0.00	0.00	0.00	0.00 %
100-000-63004	Dues, Fees & Subscriptions	104,047.85	160,000.00	23,929.75	136,584.35	23,415.65	14.63 %
100-000-63005	Training/Continuing Education	100,000.00	70,000.00	7,550.28	52,162.76	17,837.24	25.48 %
100-000-64000	Office Supplies	30,000.00	34,200.00	2,533.29	32,416.08	1,783.92	5.22 %
100-000-64004	Office Furniture and Equipment	10,016.00	10,016.00	0.00	0.00	10,016.00	100.00 %
100-000-66002	Postage & Shipping	4,500.00	4,500.00	636.14	3,212.53	1,287.47	28.61 %
100-000-68004	Animal Control	3,400.00	6,800.00	0.00	6,800.00	0.00	0.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-000-70001	Mileage	2,000.00	500.00	0.00	125.43	374.57	74.91 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	20,000.00	0.00	1,995.05	18,004.95	90.02 %
100-000-70003	Other Expenses	10,000.00	5,000.00	0.00	3,534.38	1,465.62	29.31 %
100-000-70012	FEMA	0.00	0.00	448.00	448.00	-448.00	0.00 %
100-000-90000	Transfer to Reserve Fund	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90002	Transfer to TIRZ	705,585.10	832,193.10	0.00	0.00	832,193.10	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	162,679.00	152,336.00	0.00	0.00	152,336.00	100.00 %
100-000-90015	Transfer to Farmers Marke	17,765.75	17,765.75	0.00	0.00	17,765.75	100.00 %
	Department: 000 - Undesignated Total:	**7,063,164.39**	**6,863,996.54**	**41,857.23**	**350,308.17**	**6,513,688.37**	**94.90%**
Department: 100 - City Council/Boards & Commissions							
100-100-63004	Dues, Fees & Subscriptions	0.00	0.00	0.00	7,450.00	-7,450.00	0.00 %
100-100-64004	Office Furniture and Equipment	0.00	0.00	0.00	1,160.50	-1,160.50	0.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	0.00	0.00	0.00	0.00	0.00 %
	Department: 100 - City Council/Boards & Commissions Total:	**17,000.00**	**7,000.00**	**0.00**	**8,610.50**	**-1,610.50**	**-23.01%**
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	57,631.16	725,217.52	-725,217.52	0.00 %
100-101-60002	Overtime	0.00	0.00	93.67	1,779.57	-1,779.57	0.00 %
100-101-60003	On Call Pay	0.00	0.00	0.00	200.00	-200.00	0.00 %
100-101-61000	Health Insurance	0.00	0.00	2,136.48	29,687.23	-29,687.23	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	121.72	1,873.74	-1,873.74	0.00 %
100-101-61002	Medicare	0.00	0.00	787.42	9,900.53	-9,900.53	0.00 %
100-101-61003	Social Security	0.00	0.00	3,366.86	38,528.40	-38,528.40	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-101-61004	Unemployment	0.00	0.00	0.00	1,040.15	-1,040.15	0.00 %
100-101-61006	TMRS	0.00	0.00	3,376.90	41,612.57	-41,612.57	0.00 %
Department: 101 - City Administrators Office Total:		**0.00**	**0.00**	**67,514.21**	**849,839.71**	**-849,839.71**	**0.00%**
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	11,064.81	125,193.98	-125,193.98	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	1,459.50	19,151.90	-19,151.90	0.00 %
100-102-60002	Overtime	0.00	0.00	2.06	75.91	-75.91	0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,042.84	11,735.31	-11,735.31	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	80.20	902.25	-902.25	0.00 %
100-102-61002	Medicare	0.00	0.00	174.21	2,031.42	-2,031.42	0.00 %
100-102-61003	Social Security	0.00	0.00	744.92	8,686.35	-8,686.35	0.00 %
100-102-61004	Unemployment	0.00	0.00	0.00	584.19	-584.19	0.00 %
100-102-61006	TMRS	0.00	0.00	647.42	7,303.38	-7,303.38	0.00 %
100-102-62000	Municipal Election	8,000.00	4,200.00	0.00	4,148.62	51.38	1.22 %
100-102-62018	Code Publication	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-102-64032	Meeting Supplies	9,360.00	11,000.00	320.48	9,499.24	1,500.76	13.64 %
100-102-66003	Public Notices	4,200.00	4,200.00	1,297.50	3,034.25	1,165.75	27.76 %
100-102-69003	Records Management	2,500.00	3,000.00	172.99	2,657.25	342.75	11.43 %
Department: 102 - City Secretary Total:		**30,560.00**	**28,900.00**	**17,006.93**	**195,004.05**	**-166,104.05**	**-574.75%**
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	8,000.00	1,000.00	5,500.00	2,500.00	31.25 %
Department: 103 - Courts Total:		**15,500.00**	**8,000.00**	**1,000.00**	**5,500.00**	**2,500.00**	**31.25%**
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	13,122.95	183,080.35	-183,080.35	0.00 %
100-104-61000	Health Insurance	0.00	0.00	566.64	8,023.68	-8,023.68	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	40.10	581.45	-581.45	0.00 %
100-104-61002	Medicare	0.00	0.00	154.36	2,267.19	-2,267.19	0.00 %
100-104-61003	Social Security	0.00	0.00	660.04	9,694.28	-9,694.28	0.00 %
100-104-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-104-61006	TMRS	0.00	0.00	767.70	10,653.02	-10,653.02	0.00 %
100-104-62003	Special Counsel and Consultants	12,000.00	9,000.00	1,988.60	11,235.46	-2,235.46	-24.84 %
Department: 104 - City Attorney Total:		**12,000.00**	**9,000.00**	**17,300.39**	**225,679.43**	**-216,679.43**	**-2,407.55%**
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	19,298.18	232,196.31	-232,196.31	0.00 %
100-105-60002	Overtime	0.00	0.00	183.94	1,864.70	-1,864.70	0.00 %
100-105-61000	Health Insurance	0.00	0.00	1,587.72	19,043.48	-19,043.48	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	120.30	1,443.60	-1,443.60	0.00 %
100-105-61002	Medicare	0.00	0.00	278.85	3,350.18	-3,350.18	0.00 %
100-105-61003	Social Security	0.00	0.00	1,192.32	14,324.87	-14,324.87	0.00 %
100-105-61004	Unemployment	0.00	0.00	0.00	431.98	-431.98	0.00 %
100-105-61006	TMRS	0.00	0.00	1,139.71	13,637.64	-13,637.64	0.00 %
100-105-63039	Employee Engagement	5,000.00	5,800.00	95.60	5,827.39	-27.39	-0.47 %
100-105-66000	Website	11,930.00	13,208.00	0.00	13,207.83	0.17	0.00 %
100-105-66005	Public Relations	15,000.00	15,000.00	509.05	13,189.53	1,810.47	12.07 %
Department: 105 - Communications Total:		**31,930.00**	**34,008.00**	**24,405.67**	**318,517.51**	**-284,509.51**	**-836.60%**
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	7,117.79	85,620.00	-85,620.00	0.00 %
100-106-61000	Health Insurance	0.00	0.00	540.24	6,480.58	-6,480.58	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	40.10	481.20	-481.20	0.00 %
100-106-61002	Medicare	0.00	0.00	103.02	1,239.24	-1,239.24	0.00 %
100-106-61003	Social Security	0.00	0.00	440.52	5,299.04	-5,299.04	0.00 %
100-106-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-106-61006	TMRS	0.00	0.00	416.40	4,988.76	-4,988.76	0.00 %
100-106-64001	Office IT Equipment & Support	154,150.00	216,490.48	4,697.89	127,944.57	88,545.91	40.90 %
100-106-64002	Software	315,899.93	315,899.93	24,966.78	230,438.16	85,461.77	27.05 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-106-65000	Network/Phone	97,000.00	97,000.00	7,462.87	84,843.67	12,156.33	12.53 %
	Department: 106 - IT Total:	**567,049.93**	**629,390.41**	**45,785.61**	**547,479.22**	**81,911.19**	**13.01%**
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	30,960.19	322,649.48	-322,649.48	0.00 %
100-107-60002	Overtime	0.00	0.00	104.05	513.61	-513.61	0.00 %
100-107-61000	Health Insurance	0.00	0.00	2,597.48	25,548.46	-25,548.46	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	199.08	1,947.83	-1,947.83	0.00 %
100-107-61002	Medicare	0.00	0.00	430.73	4,418.03	-4,418.03	0.00 %
100-107-61003	Social Security	0.00	0.00	1,841.80	18,890.86	-18,890.86	0.00 %
100-107-61004	Unemployment	0.00	0.00	74.76	683.39	-683.39	0.00 %
100-107-61006	TMRS	0.00	0.00	1,817.25	18,831.28	-18,831.28	0.00 %
100-107-62001	Financial Services	55,000.00	56,760.00	0.00	56,760.00	0.00	0.00 %
100-107-64003	Uniforms	0.00	0.00	0.00	327.00	-327.00	0.00 %
100-107-67000	TML Liability Insurance	30,000.00	32,602.00	8,150.50	32,602.00	0.00	0.00 %
100-107-67001	TML Property Insurance	95,988.75	90,000.00	12,576.00	86,406.00	3,594.00	3.99 %
100-107-67002	TML Workmen's Comp Insurance	68,004.20	72,383.00	11,879.75	72,383.00	0.00	0.00 %
100-107-70001	Mileage	0.00	0.00	44.95	442.40	-442.40	0.00 %
100-107-80004	Series 2024	485,238.00	485,238.00	0.00	437,619.00	47,619.00	9.81 %
100-107-80005	Series 2025	424,392.65	424,392.65	0.00	367,419.00	56,973.65	13.42 %
100-107-90003	Transfer to Wastewater Utility Fund	920,000.00	1,580,000.00	95,569.87	926,837.39	653,162.61	41.34 %
100-107-90004	SPA & ECO D Transfers	225,000.00	272,000.00	29,980.75	265,226.07	6,773.93	2.49 %
	Department: 107 - Finance Total:	**2,303,623.60**	**3,013,375.65**	**196,227.16**	**2,639,504.80**	**373,870.85**	**12.41%**
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	20,158.13	242,647.83	-242,647.83	0.00 %
100-200-60002	Overtime	0.00	0.00	0.00	154.10	-154.10	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,592.76	19,100.61	-19,100.61	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	120.30	1,443.60	-1,443.60	0.00 %
100-200-61002	Medicare	0.00	0.00	265.58	3,200.80	-3,200.80	0.00 %
100-200-61003	Social Security	0.00	0.00	1,135.61	13,686.27	-13,686.27	0.00 %
100-200-61004	Unemployment	0.00	0.00	0.00	432.00	-432.00	0.00 %
100-200-61006	TMRS	0.00	0.00	1,179.25	14,146.93	-14,146.93	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	64,015.85	5,984.15	8.55 %
100-200-62005	Health Inspector	15,000.00	9,000.00	0.00	3,450.00	5,550.00	61.67 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-200-62007	Historic District Consultant	0.00	0.00	0.00	75.00	-75.00	0.00 %
100-200-62010	Miscellaneous Consultant	0.00	0.00	6,649.53	6,649.53	-6,649.53	0.00 %
	Department: 200 - Planning & Development Total:	**90,000.00**	**81,500.00**	**31,101.16**	**369,002.52**	**-287,502.52**	**-352.76%**
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	32,117.25	474,216.16	-474,216.16	0.00 %
100-201-60002	Overtime	0.00	0.00	70.20	1,945.79	-1,945.79	0.00 %
100-201-61000	Health Insurance	0.00	0.00	3,650.70	49,030.60	-49,030.60	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	280.70	3,767.88	-3,767.88	0.00 %
100-201-61002	Medicare	0.00	0.00	441.58	6,558.35	-6,558.35	0.00 %
100-201-61003	Social Security	0.00	0.00	1,888.16	28,042.68	-28,042.68	0.00 %
100-201-61004	Unemployment	0.00	0.00	0.00	1,152.02	-1,152.02	0.00 %
100-201-61006	TMRS	0.00	0.00	1,882.95	27,744.13	-27,744.13	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	53,885.00	474,245.00	275,755.00	36.77 %
100-201-62008	Lighting Consultant	2,000.00	5,100.00	0.00	5,043.00	57.00	1.12 %
100-201-62014	FireInspector	40,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	250.50	1,910.07	-1,910.07	0.00 %
	Department: 201 - Building Total:	**792,000.00**	**955,100.00**	**94,467.04**	**1,073,655.68**	**-118,555.68**	**-12.41%**
Department: 300 - Wastewater							
100-300-71001	Transportation Improvement Proje	2,655,000.00	2,655,000.00	260,079.29	777,238.97	1,877,761.03	70.73 %
	Department: 300 - Wastewater Total:	**2,655,000.00**	**2,655,000.00**	**260,079.29**	**777,238.97**	**1,877,761.03**	**70.73%**
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	36,276.69	485,982.09	-485,982.09	0.00 %
100-304-60002	Overtime	0.00	0.00	3,228.50	19,279.12	-19,279.12	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-60003	On Call Pay	0.00	0.00	800.00	9,600.00	-9,600.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	4,135.68	54,709.61	-54,709.61	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	279.55	3,979.85	-3,979.85	0.00 %
100-304-61002	Medicare	0.00	0.00	580.24	7,398.31	-7,398.31	0.00 %
100-304-61003	Social Security	0.00	0.00	2,480.94	31,634.10	-31,634.10	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	1,346.97	-1,346.97	0.00 %
100-304-61006	TMRS	0.00	0.00	2,357.85	29,995.39	-29,995.39	0.00 %
100-304-63000	Office Maintenance/Repairs	94,200.00	94,200.00	7,250.30	90,012.40	4,187.60	4.45 %
100-304-63001	Equipment Maintenance	49,500.00	30,000.00	158.79	12,967.13	17,032.87	56.78 %
100-304-63002	Fleet Maintenance	130,000.00	130,000.00	13,601.82	75,526.66	54,473.34	41.90 %
100-304-63008	Stephenson Building & Lawn Maint	0.00	0.00	0.00	-206.76	206.76	0.00 %
100-304-63009	Street/ROW Maintenance	272,000.00	272,000.00	71,497.64	139,508.70	132,491.30	48.71 %
100-304-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	14.88	-14.88	0.00 %
100-304-64003	Uniforms	18,310.00	18,310.00	112.66	8,892.55	9,417.45	51.43 %
100-304-64008	Fuel	0.00	0.00	0.00	394.14	-394.14	0.00 %
100-304-64009	Maintenance Equipment	24,500.00	24,500.00	263.70	7,866.32	16,633.68	67.89 %
100-304-64010	Maintenance Supplies	10,000.00	10,000.00	1,850.43	6,237.08	3,762.92	37.63 %
100-304-65001	Street Electricty	20,000.00	22,000.00	0.00	17,989.57	4,010.43	18.23 %
100-304-65002	City Streets Water	4,000.00	4,500.00	0.00	2,975.18	1,524.82	33.88 %
100-304-65003	Office Electricty	15,000.00	13,500.00	0.00	9,807.00	3,693.00	27.36 %
100-304-65004	Office Water	3,000.00	1,000.00	79.39	797.98	202.02	20.20 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,000.00	0.00	826.59	173.41	17.34 %
100-304-65006	Stephenson Water	1,500.00	1,000.00	87.94	460.04	539.96	54.00 %
100-304-65009	Triangle Electric	0.00	0.00	0.00	306.00	-306.00	0.00 %
100-304-65015	Downtown Restroom Electric	2,000.00	1,000.00	0.00	594.60	405.40	40.54 %
100-304-65021	Downtown Restroom Water	2,000.00	1,200.00	105.27	962.37	237.63	19.80 %
100-304-65024	Office Wastewater	0.00	0.00	99.74	985.85	-985.85	0.00 %
100-304-69001	Lighting Compliance	2,000.00	0.00	0.00	0.00	0.00	0.00 %
100-304-71002	Street Improvements	690,948.00	1,035,626.00	0.00	585,626.40	449,999.60	43.45 %
100-304-71003	City Hall Improvements	0.00	0.00	0.00	17.98	-17.98	0.00 %
100-304-71014	Maintenance Yard Improvements	0.00	0.00	0.00	7,590.00	-7,590.00	0.00 %
	Department: 304 - Maintenance Total:	**1,340,458.00**	**1,659,836.00**	**145,247.13**	**1,614,078.10**	**45,757.90**	**2.76%**
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	50,162.98	603,298.39	-603,298.39	0.00 %
100-400-60001	Part-time Employees	3,000.00	9,900.00	0.00	9,847.01	52.99	0.54 %
100-400-60002	Overtime	0.00	0.00	192.47	8,708.30	-8,708.30	0.00 %
100-400-60003	On Call Pay	0.00	0.00	800.00	9,600.00	-9,600.00	0.00 %
100-400-60005	Camp Staff	0.00	0.00	20,391.36	119,942.46	-119,942.46	0.00 %
100-400-60006	Camp Staff OT	0.00	0.00	159.57	633.71	-633.71	0.00 %
100-400-61000	Health Insurance	0.00	0.00	3,679.97	41,857.02	-41,857.02	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	281.37	3,077.59	-3,077.59	0.00 %
100-400-61002	Medicare	0.00	0.00	1,020.45	10,699.62	-10,699.62	0.00 %
100-400-61003	Social Security	0.00	0.00	4,363.22	45,750.05	-45,750.05	0.00 %
100-400-61004	Unemployment	0.00	0.00	376.21	3,930.73	-3,930.73	0.00 %
100-400-61006	TMRS	0.00	0.00	2,992.35	35,447.45	-35,447.45	0.00 %
100-400-62011	Park Consultant	35,000.00	10,000.00	0.00	1,027.50	8,972.50	89.73 %
100-400-63004	Dues, Fees & Subscriptions	3,225.00	5,500.00	137.50	5,481.02	18.98	0.35 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	-3,030.00	0.00	0.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	0.00	3,130.00	-3,130.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	0.00	10,640.00	-10,640.00	0.00 %
100-400-63013	General Parks Maintenance	25,000.00	31,000.00	164.04	29,945.01	1,054.99	3.40 %
100-400-63015	Founders Park/Pool Maintenance	44,000.00	34,000.00	1,490.09	17,925.42	16,074.58	47.28 %
100-400-63016	Sports & Rec Park Maintenance	43,500.00	33,500.00	4,140.00	8,642.11	24,857.89	74.20 %
100-400-63017	Charro Ranch Park Maintenance	25,700.00	15,700.00	20.00	1,900.00	13,800.00	87.90 %
100-400-63018	Triangle/Veterans Park Maintenanc	5,700.00	5,700.00	0.00	1,104.93	4,595.07	80.62 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63045	Trail Maintenance & Repair	25,000.00	25,000.00	0.00	909.79	24,090.21	96.36 %
100-400-64003	Uniforms	0.00	0.00	544.49	987.83	-987.83	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-64005	Equipment Rental	5,000.00	9,000.00	0.00	8,907.26	92.74	1.03 %
100-400-64011	Park Supplies	27,000.00	27,000.00	73.66	13,863.32	13,136.68	48.65 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	109.18	1,390.82	92.72 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	11,250.00	11,250.00	4,129.48	9,276.00	1,974.00	17.55 %
100-400-64033	Rathgeber Supplies	1,504.00	1,504.00	0.00	611.82	892.18	59.32 %
100-400-65000	Network/Phone	8,568.00	8,658.00	0.00	0.00	8,658.00	100.00 %
100-400-65007	Portable Toilets	10,000.00	8,000.00	560.00	-6,473.00	14,473.00	180.91 %
100-400-65009	Triangle Electric	500.00	0.00	0.00	0.00	0.00	0.00 %
100-400-65010	Triangle Water	500.00	500.00	35.18	316.85	183.15	36.63 %
100-400-65011	Sports & Rec Park Water	13,000.00	3,000.00	178.00	2,444.18	555.82	18.53 %
100-400-65012	Sports & Rec Park Electricty	2,500.00	2,500.00	-288.32	4,660.31	-2,160.31	-86.41 %
100-400-65023	Sports & Rec Park Wastewater	0.00	1,150.00	144.94	984.66	165.34	14.38 %
100-400-65026	Stephenson Wastewater	0.00	0.00	29.96	282.46	-282.46	0.00 %
100-400-66001	Advertising	17,020.00	17,020.00	75.00	6,138.60	10,881.40	63.93 %
100-400-70003	Other Expenses	6,500.00	6,000.00	0.00	1,048.48	4,951.52	82.53 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	3,709.34	-3,709.34	0.00 %
100-400-71004	All Parks Improvements	445,500.00	32,730.00	0.00	24,260.83	8,469.17	25.88 %
100-400-71005	Founders Park Improvements	3,000.00	133,783.75	0.00	129,776.32	4,007.43	3.00 %
100-400-71006	Sports & Rec Park Improvements	15,000.00	37,806.00	0.00	37,805.99	0.01	0.00 %
100-400-71010	Rathgeber Improvements	0.00	0.00	7,224.64	10,827.14	-10,827.14	0.00 %
100-400-71012	Skate Park Improvements	25,000.00	0.00	0.00	0.00	0.00	0.00 %
	Department: 400 - Parks & Recreation Total:	**804,367.00**	**472,601.75**	**100,048.61**	**1,223,035.68**	**-750,433.93**	**-158.79%**
Department: 401 - DSRP							
100-401-60000	Regular Employees	306,909.40	306,909.40	27,710.84	327,692.89	-20,783.49	-6.77 %
100-401-60002	Overtime	0.00	0.00	52.72	1,730.01	-1,730.01	0.00 %
100-401-61000	Health Insurance	36,409.53	36,409.53	3,118.13	36,843.62	-434.09	-1.19 %
100-401-61001	Dental Insurance	0.00	0.00	239.93	2,837.16	-2,837.16	0.00 %
100-401-61002	Medicare	0.00	0.00	376.66	4,648.91	-4,648.91	0.00 %
100-401-61003	Social Security	0.00	0.00	1,610.53	19,878.16	-19,878.16	0.00 %
100-401-61004	Unemployment	0.00	0.00	0.00	986.89	-986.89	0.00 %
100-401-61005	Federal Withholding	42,731.13	42,731.13	0.00	0.00	42,731.13	100.00 %
100-401-61006	TMRS	0.00	0.00	1,624.17	19,193.85	-19,193.85	0.00 %
100-401-63023	General Maintenance	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
	Department: 401 - DSRP Total:	**408,050.06**	**408,050.06**	**34,732.98**	**413,811.49**	**-5,761.43**	**-1.41%**
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	4,846.80	58,146.21	-58,146.21	0.00 %
100-402-60002	Overtime	0.00	0.00	0.00	8.40	-8.40	0.00 %
100-402-60007	Aquatic Staff	118,013.00	70,000.00	17,148.19	68,355.01	1,644.99	2.35 %
100-402-60008	Lifeguard OT	0.00	0.00	0.68	0.68	-0.68	0.00 %
100-402-61000	Health Insurance	0.00	0.00	519.48	6,226.64	-6,226.64	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	40.10	481.20	-481.20	0.00 %
100-402-61002	Medicare	0.00	0.00	318.78	1,839.58	-1,839.58	0.00 %
100-402-61003	Social Security	0.00	0.00	1,362.94	7,865.51	-7,865.51	0.00 %
100-402-61004	Unemployment	0.00	0.00	316.86	1,414.06	-1,414.06	0.00 %
100-402-61006	TMRS	0.00	0.00	283.54	3,388.01	-3,388.01	0.00 %
100-402-63015	Founders Park Maintenance	7,500.00	7,500.00	0.00	507.52	6,992.48	93.23 %
100-402-64013	Pool Supplies	26,200.00	30,000.00	15,302.44	29,224.13	775.87	2.59 %
100-402-65000	Network/Phone	7,500.00	7,500.00	180.93	1,990.23	5,509.77	73.46 %
100-402-65013	FMP Pool/Pavilion Water	5,300.00	7,750.00	1,006.51	7,016.61	733.39	9.46 %
100-402-65014	FMP Pool/Pavilion Electric	6,000.00	7,900.00	0.00	6,205.55	1,694.45	21.45 %
100-402-65019	Propane/Natural Gas	6,000.00	500.00	0.00	151.53	348.47	69.69 %
100-402-71011	Founders Pool Improvements	50,000.00	43,580.00	0.00	43,579.83	0.17	0.00 %
	Department: 402 - Aquatics Total:	**226,513.00**	**174,730.00**	**41,327.25**	**236,400.70**	**-61,670.70**	**-35.29%**
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	19,200.00	21,100.00	0.00	21,100.00	0.00	0.00 %
100-404-63038	FD Transportation	19,303.30	13,837.30	4,116.01	13,916.01	-78.71	-0.57 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-64016	FD Event Supplies	5,000.00	7,391.00	400.00	7,366.60	24.40	0.33 %
100-404-64017	FD Event Tent, Table, & Chairs	15,000.00	16,746.00	0.00	16,746.00	0.00	0.00 %
100-404-64018	FD Barricades	12,650.00	23,490.00	0.00	23,613.50	-123.50	-0.53 %
100-404-65007	Portable Toilets	10,500.00	12,198.00	12,198.00	24,396.00	-12,198.00	-100.00 %
100-404-65016	FD Electricity	30,000.00	24,421.00	1,369.87	25,790.59	-1,369.59	-5.61 %
100-404-66008	FD Parade	0.00	78.00	0.00	77.94	0.06	0.08 %
100-404-66009	FD Publicity	3,450.00	2,652.00	0.00	2,580.02	71.98	2.71 %
100-404-66010	Events, Entertainment & Activities	26,000.00	27,650.00	0.00	27,650.00	0.00	0.00 %
100-404-66012	FD Sponsorship	9,800.00	2,226.00	0.00	2,225.79	0.21	0.01 %
100-404-68005	FD Security	46,837.00	45,178.00	1,021.76	45,178.26	-0.26	0.00 %
100-404-68006	FD Health, Safety & Lighting	20,861.50	28,543.50	8,813.50	28,543.50	0.00	0.00 %
100-404-70002	FD Contingencies	5,000.00	6,500.00	-3,250.00	3,250.00	3,250.00	50.00 %
	Department: 404 - Founders Day Total:	**223,601.80**	**232,010.80**	**24,669.14**	**242,434.21**	**-10,423.41**	**-4.49%**
	Department: 500 - Emergency Management						
100-500-60000	Regular Employees	0.00	0.00	6,760.71	81,587.95	-81,587.95	0.00 %
100-500-61000	Health Insurance	0.00	0.00	18.98	226.35	-226.35	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	40.10	481.20	-481.20	0.00 %
100-500-61002	Medicare	0.00	0.00	97.12	1,172.10	-1,172.10	0.00 %
100-500-61003	Social Security	0.00	0.00	415.26	5,011.61	-5,011.61	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-500-61006	TMRS	0.00	0.00	395.50	4,753.60	-4,753.60	0.00 %
100-500-64008	Fuel	0.00	0.00	0.00	52.11	-52.11	0.00 %
100-500-68000	Emergency Management Equip	6,800.00	6,800.00	139.00	448.81	6,351.19	93.40 %
100-500-68001	Emergency Fire& Safety	13,000.00	13,000.00	6,206.25	10,698.86	2,301.14	17.70 %
100-500-68002	Emergency Management PR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-500-68003	Emergency Equipment Maint	12,910.00	12,910.00	0.00	21,293.37	-8,383.37	-64.94 %
	Department: 500 - Emergency Management Total:	**35,710.00**	**35,710.00**	**14,072.92**	**125,869.97**	**-90,159.97**	**-252.48%**
	Expense Total:	**16,616,527.78**	**17,268,209.21**	**1,156,842.72**	**11,215,970.71**	**6,052,238.50**	**35.05%**
	Fund: 100 - General Fund Surplus (Deficit):	**-948,786.39**	**-87,197.82**	**-340,438.74**	**2,826,216.32**	**2,913,414.14**	**3,341.15%**
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
	Department: 401 - DSRP						
200-401-42008	Riding Permit Fees	10,000.00	10,000.00	40.00	9,030.00	-970.00	9.70 %
200-401-43010	Stall Rental Fees	35,500.00	41,394.00	0.00	42,849.25	1,455.25	103.52 %
200-401-43011	RV Site Rental Fees	21,000.00	24,370.00	40.00	24,564.00	194.00	100.80 %
200-401-43012	Facility Rental Fees	130,500.00	129,490.00	2,100.00	120,746.74	-8,743.26	6.75 %
200-401-43013	Equipment Rental Fees	10,000.00	28,575.00	50.00	28,625.06	50.06	100.18 %
200-401-43014	Staff & Miscellaneous Fees	4,700.00	4,245.00	200.00	3,914.16	-330.84	7.79 %
200-401-43015	Cleaning Fees	20,000.00	21,450.00	500.00	22,766.89	1,316.89	106.14 %
200-401-44000	Sponsorships & Donations	51,775.00	10,953.00	10.00	10,193.00	-760.00	6.94 %
200-401-44005	Coyote Camp	140,000.00	148,553.00	-250.00	144,552.50	-4,000.50	2.69 %
200-401-44006	Riding Series	38,000.00	40,883.00	0.00	41,102.50	219.50	100.54 %
200-401-44007	Miscellaneous Events	12,000.00	59,901.00	0.00	105,061.00	45,160.00	175.39 %
200-401-44008	Program Fees	62,500.00	71,000.00	169.00	71,142.98	142.98	100.20 %
200-401-44009	Ice Rink	190,800.00	144,305.00	0.00	143,648.00	-657.00	0.46 %
200-401-44012	Rink Merchandise	2,000.00	3,137.00	0.00	3,137.36	0.36	100.01 %
200-401-46001	Other Revenues	500.00	9,879.00	5,000.00	6,206.60	-3,672.40	37.17 %
200-401-46002	Interest	4,500.00	8,600.00	1,197.28	9,872.58	1,272.58	114.80 %
200-401-46004	Grant Revenues	100,000.00	0.00	0.00	0.00	0.00	0.00 %
200-401-46006	Merchandise Sales	22,500.00	28,957.00	636.00	29,759.29	802.29	102.77 %
200-401-46015	Concessions	1,500.00	5,027.00	0.00	5,026.70	-0.30	0.01 %
200-401-47004	Transfer from Ag Facility Fund	0.00	156,800.00	0.00	0.00	-156,800.00	100.00 %
200-401-47005	Transfer from HOT Fund	747,050.00	747,050.00	0.00	454,400.00	-292,650.00	39.17 %
	Department: 401 - DSRP Total:	**1,604,825.00**	**1,694,569.00**	**9,692.28**	**1,276,598.61**	**-417,970.39**	**24.67%**
	Revenue Total:	**1,604,825.00**	**1,694,569.00**	**9,692.28**	**1,276,598.61**	**-417,970.39**	**24.67%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	10,000.00	8,500.00	796.76	5,639.11	2,860.89	33.66 %
200-400-64024	Ranch House Supplies	1,000.00	1,600.00	1,119.88	2,638.40	-1,038.40	-64.90 %
200-400-64025	Ranch House Equipment	0.00	0.00	199.00	199.00	-199.00	0.00 %
	Department: 400 - Parks & Recreation Total:	**11,000.00**	**10,100.00**	**2,115.64**	**8,476.51**	**1,623.49**	**16.07%**
Department: 401 - DSRP							
200-401-60005	Camp Staff	138,246.48	138,246.48	0.00	0.00	138,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	1,416.53	24,057.02	-24,057.02	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	22,000.00	181.08	20,532.39	1,467.61	6.67 %
200-401-63002	Fleet Maintenance	5,500.00	5,000.00	0.00	0.00	5,000.00	100.00 %
200-401-63003	Lawn Maintenance	0.00	0.00	0.00	2,395.00	-2,395.00	0.00 %
200-401-63004	Dues, Fees & Subscriptions	5,000.00	4,000.00	364.68	1,611.24	2,388.76	59.72 %
200-401-63005	Training/Continuing Education	0.00	0.00	0.00	74.00	-74.00	0.00 %
200-401-63023	General Maintenance	146,272.00	146,272.00	25.00	81,997.19	64,274.81	43.94 %
200-401-63024	Stall Cleaning & Repair	4,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
200-401-63028	Lift Station Maintenance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	81.60	904.00	9,096.00	90.96 %
200-401-64001	IT Equipment	3,700.00	3,700.00	0.00	641.44	3,058.56	82.66 %
200-401-64003	Uniforms	1,000.00	1,000.00	0.00	159.84	840.16	84.02 %
200-401-64005	Equipment Rental	3,000.00	5,000.00	0.00	4,268.76	731.24	14.62 %
200-401-64008	Fuel	0.00	0.00	1,130.93	4,842.40	-4,842.40	0.00 %
200-401-64009	Maintenance Equipment	0.00	0.00	0.00	32.79	-32.79	0.00 %
200-401-64010	Maintenance Supplies	0.00	0.00	0.00	1,988.75	-1,988.75	0.00 %
200-401-64015	Park Program & Event Supplies	0.00	0.00	0.00	27.99	-27.99	0.00 %
200-401-64020	Building Supplies	0.00	0.00	0.00	44.91	-44.91	0.00 %
200-401-64021	Merchandise	15,500.00	18,000.00	0.00	14,036.00	3,964.00	22.02 %
200-401-64023	Equipment	33,578.37	33,578.37	0.00	0.00	33,578.37	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	35.96	2,064.04	98.29 %
200-401-64027	Coyote Camp	16,000.00	16,000.00	1,006.85	12,508.54	3,491.46	21.82 %
200-401-64028	Riding Series	28,000.00	27,000.00	0.00	26,339.82	660.18	2.45 %
200-401-64029	Miscellaneous Events	1,500.00	25,000.00	0.00	22,764.90	2,235.10	8.94 %
200-401-64030	Programing	13,000.00	21,500.00	1,125.76	21,874.24	-374.24	-1.74 %
200-401-64031	Concert Series	229,169.00	0.00	0.00	0.00	0.00	0.00 %
200-401-64038	Ice Rink	0.00	206,093.00	42,951.23	201,913.91	4,179.09	2.03 %
200-401-65000	Network/Phone	8,912.40	15,000.40	1,007.77	12,281.87	2,718.53	18.12 %
200-401-65005	Water	15,000.00	15,000.00	1,123.59	12,461.31	2,538.69	16.92 %
200-401-65007	Portable Toilets	2,500.00	0.00	0.00	0.00	0.00	0.00 %
200-401-65008	Alarm	13,317.24	15,000.00	0.00	3,590.30	11,409.70	76.06 %
200-401-65017	Electricity	90,000.00	90,000.00	0.00	67,707.65	22,292.35	24.77 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	6,500.00	0.00	5,598.71	901.29	13.87 %
200-401-65025	DSRP Wastewater	0.00	7,250.00	617.41	6,026.60	1,223.40	16.87 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	19.92	14,980.08	99.87 %
200-401-66004	City Sponsored Events	0.00	0.00	0.00	7,555.46	-7,555.46	0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	20.44	19,979.56	99.90 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	1,904.18	11,295.82	85.57 %
200-401-70007	Sponsored Events	7,900.00	8,400.00	63.38	858.43	7,541.57	89.78 %
200-401-70013	DSRP Sales Tax	1,565.20	2,100.00	116.88	2,313.72	-213.72	-10.18 %
200-401-71000	Capital Projects	0.00	0.00	0.00	131.36	-131.36	0.00 %
200-401-71008	DSRP Improvements	738,250.00	594,843.00	1,292.36	407,720.06	187,122.94	31.46 %
200-401-90013	Transfer to Vehicle Replacement Fu	19,469.00	19,469.00	0.00	0.00	19,469.00	100.00 %
	Department: 401 - DSRP Total:	**1,684,429.69**	**1,564,502.25**	**52,505.05**	**971,241.10**	**593,261.15**	**37.92%**
	Expense Total:	**1,695,429.69**	**1,574,602.25**	**54,620.69**	**979,717.61**	**594,884.64**	**37.78%**
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):		**-90,604.69**	**119,966.75**	**-44,928.41**	**296,881.00**	**176,914.25**	**-147.47%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-46001	Other Revenues	0.00	0.00	0.00	62,386.94	62,386.94	0.00 %
	Department: 000 - Undesignated Total:	**0.00**	**0.00**	**0.00**	**62,386.94**	**62,386.94**	**0.00%**
Department: 300 - Wastewater							
400-300-43018	Wastewater Service Fees	1,675,000.00	1,675,000.00	112,001.71	1,317,697.88	-357,302.12	21.33 %
400-300-43020	Late Fees	7,500.00	0.00	0.00	0.00	0.00	0.00 %
400-300-43021	Delayed Connection Fees	5,000.00	9,200.00	2,300.00	13,800.00	4,600.00	150.00 %
400-300-43025	Reuse Fees	0.00	0.00	9,110.33	103,503.96	103,503.96	0.00 %
400-300-43047	Temporary Wastewater Service - Ca	0.00	0.00	111,084.36	703,049.10	703,049.10	0.00 %
400-300-43048	Reclaimed Water Use Fee	0.00	0.00	355.50	50,902.65	50,902.65	0.00 %
400-300-47009	Sales Tax	0.00	0.00	0.00	84,140.83	84,140.83	0.00 %
	Department: 300 - Wastewater Total:	**1,687,500.00**	**1,684,200.00**	**234,851.90**	**2,273,094.42**	**588,894.42**	**34.97%**
Department: 301 - Water							
400-301-43020	Late Fees	0.00	0.00	0.00	46.08	46.08	0.00 %
400-301-43038	Meter Set Fees	3,000.00	1,750.00	700.00	2,450.00	700.00	140.00 %
400-301-43040	Water Base Rate	125,000.00	175,000.00	16,890.59	186,937.22	11,937.22	106.82 %
400-301-43041	Water Usage	275,000.00	800,000.00	62,515.87	854,815.64	54,815.64	106.85 %
400-301-43043	Equipment Fee	10,000.00	10,955.00	4,382.00	15,337.00	4,382.00	140.00 %
400-301-43044	Inspection Fees	2,500.00	1,000.00	700.00	2,400.00	1,400.00	240.00 %
400-301-46001	Other Revenues	6,000.00	0.00	0.00	0.00	0.00	0.00 %
	Department: 301 - Water Total:	**421,500.00**	**988,705.00**	**85,188.46**	**1,061,985.94**	**73,280.94**	**7.41%**
Department: 313 - Water Reuse							
400-313-43048	Reclaimed Water Use Fee	0.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
	Department: 313 - Water Reuse Total:	**0.00**	**5,000.00**	**0.00**	**0.00**	**-5,000.00**	**100.00%**
Department: 320 - Development/Capital							
400-320-41001	PEC	140,000.00	181,486.00	60,034.45	241,520.54	60,034.54	133.08 %
400-320-41002	ROW Fees	3,500.00	8,229.00	91.90	8,840.67	611.67	107.43 %
400-320-41003	Cable Franchise Fee	130,000.00	130,000.00	0.00	100,110.51	-29,889.49	22.99 %
400-320-41004	Natural Gas Franchise Fee	6,000.00	10,000.00	8,910.96	42,401.35	32,401.35	424.01 %
400-320-43024	Overuse Fees	200,000.00	100,500.00	0.00	100,988.04	488.04	100.49 %
400-320-46001	Other Revenues	40,000.00	40,000.00	36,841.17	164,013.57	124,013.57	410.03 %
400-320-46002	Interest	215,000.00	125,000.00	4,208.72	95,482.93	-29,517.07	23.61 %
400-320-47009	Sales Tax	900,000.00	2,500,000.00	95,569.87	842,696.56	-1,657,303.44	66.29 %
	Department: 320 - Development/Capital Total:	**1,634,500.00**	**3,095,215.00**	**205,657.07**	**1,596,054.17**	**-1,499,160.83**	**48.43%**
Department: 330 - TWDB Project							
400-330-47008	Transfer from TWDB	1,915,000.00	1,709,652.66	0.00	0.00	-1,709,652.66	100.00 %
	Department: 330 - TWDB Project Total:	**1,915,000.00**	**1,709,652.66**	**0.00**	**0.00**	**-1,709,652.66**	**100.00%**
	Revenue Total:	**5,658,500.00**	**7,482,772.66**	**525,697.43**	**4,993,521.47**	**-2,489,251.19**	**33.27%**
Expense							
Department: 300 - Wastewater							
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	4,300.71	43,908.19	-43,908.19	0.00 %
400-300-63009	Street/ROW Maintenance	0.00	0.00	0.00	410.56	-410.56	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	156,000.00	156,000.00	0.00	38,731.38	117,268.62	75.17 %
400-300-63026	Routine Operations	95,700.00	95,700.00	1,744.24	19,591.77	76,108.23	79.53 %
400-300-63027	Operations Non Routine	94,400.00	94,400.00	4,662.27	21,364.20	73,035.80	77.37 %
400-300-63028	Lift Station Maintenance	81,000.00	80,000.00	0.00	25,582.01	54,417.99	68.02 %
400-300-63029	Sanitary Sewer Line Maintenance	80,000.00	80,000.00	0.00	3,887.20	76,112.80	95.14 %
400-300-63030	Drip Field Maintenance	51,000.00	51,000.00	0.00	1,502.13	49,497.87	97.05 %
400-300-63031	Sludge Hauling	210,000.00	210,000.00	29,745.45	186,518.55	23,481.45	11.18 %
400-300-63043	Generator Maintenance	20,000.00	20,000.00	15.00	16,468.24	3,531.76	17.66 %
400-300-64002	Software	0.00	0.00	0.00	556.49	-556.49	0.00 %
400-300-64010	Supplies	0.00	0.00	226.53	2,152.10	-2,152.10	0.00 %
400-300-64022	Chemicals	20,000.00	50,000.00	80.00	39,274.96	10,725.04	21.45 %
400-300-65000	Network/Phone	0.00	0.00	722.79	6,505.11	-6,505.11	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-65017	Electric	105,000.00	105,000.00	0.00	64,255.65	40,744.35	38.80 %
400-300-90006	Transfer to General Fund	271,199.17	0.00	0.00	0.00	0.00	0.00 %
400-300-90013	Transfer to Vehicle Replacement Fu	51,908.00	51,908.00	0.00	0.00	51,908.00	100.00 %
	Department: 300 - Wastewater Total:	**1,236,207.17**	**994,008.00**	**41,496.99**	**470,708.54**	**523,299.46**	**52.65%**
Department: 301 - Water							
400-301-62019	Planning and Permitting	0.00	0.00	0.00	3,117.76	-3,117.76	0.00 %
400-301-63026	Routine Operations	35,000.00	35,000.00	470.50	5,621.14	29,378.86	83.94 %
400-301-63027	Operations Non Routine	20,000.00	20,000.00	0.00	1,062.80	18,937.20	94.69 %
400-301-63032	Water Line Maintenance & Repair	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00 %
400-301-64010	Supplies	0.00	0.00	89.84	143.83	-143.83	0.00 %
400-301-64040	Water Meters	100,000.00	100,000.00	0.00	48,305.25	51,694.75	51.69 %
400-301-65022	Wholesale Water	675,000.00	670,000.00	113,282.80	806,973.87	-136,973.87	-20.44 %
	Department: 301 - Water Total:	**857,500.00**	**852,500.00**	**113,843.14**	**865,224.65**	**-12,724.65**	**-1.49%**
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	716,409.93	680,589.93	51,179.70	603,504.92	77,085.01	11.33 %
400-310-60002	Overtime	48,672.00	43,805.00	2,650.29	43,240.69	564.31	1.29 %
400-310-60003	On Call Pay	26,000.00	26,000.00	2,450.00	24,000.00	2,000.00	7.69 %
400-310-61000	Health Insurance	87,546.37	83,169.37	5,741.34	65,488.45	17,680.92	21.26 %
400-310-61001	Dental Insurance	0.00	0.00	441.10	5,049.48	-5,049.48	0.00 %
400-310-61002	Medicare	0.00	0.00	791.35	9,428.11	-9,428.11	0.00 %
400-310-61004	Unemployment	0.00	0.00	55.43	2,110.48	-2,110.48	0.00 %
400-310-61005	Federal Withholding	63,541.77	60,364.77	0.00	0.00	60,364.77	100.00 %
400-310-61006	TMRS	46,377.18	44,058.18	3,292.37	38,837.40	5,220.78	11.85 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	55,000.00	55,000.00	0.00	39,149.72	15,850.28	28.82 %
400-310-62020	Lab Testing	80,000.00	80,000.00	0.00	42,479.77	37,520.23	46.90 %
400-310-63001	Equipment Maintenance	15,000.00	15,000.00	0.00	3,060.54	11,939.46	79.60 %
400-310-63002	Fleet Maintenance	16,000.00	16,000.00	1,297.18	3,511.21	12,488.79	78.05 %
400-310-63005	Training/Continuing Education	25,000.00	25,000.00	113.75	7,299.27	17,700.73	70.80 %
400-310-63041	SCADA	20,000.00	20,000.00	0.00	6,450.00	13,550.00	67.75 %
400-310-64001	IT Equipment & Support	7,000.00	7,000.00	0.00	36.20	6,963.80	99.48 %
400-310-64002	Software	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
400-310-64003	Uniforms	15,000.00	15,000.00	0.00	6,669.46	8,330.54	55.54 %
400-310-64006	Fleet Acquisition	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
400-310-64008	Fuel	25,000.00	25,000.00	145.85	3,042.32	21,957.68	87.83 %
400-310-64010	Supplies	60,000.00	60,000.00	939.88	14,151.70	45,848.30	76.41 %
400-310-64023	Equipment	570,000.00	570,000.00	12.50	393.46	569,606.54	99.93 %
400-310-65000	Network/Phone	0.00	12,000.00	52.75	523.50	11,476.50	95.64 %
400-310-66002	Postage & Shipping	30,000.00	30,000.00	88.74	21,410.41	8,589.59	28.63 %
400-310-69008	Land Acquisition	0.00	140,000.00	-34.86	64,170.16	75,829.84	54.16 %
400-310-90006	Transfer to General Fund	0.00	275,662.89	0.00	0.00	275,662.89	100.00 %
	Department: 310 - Utility Operations Total:	**2,011,547.25**	**2,388,650.14**	**69,217.37**	**1,004,007.25**	**1,384,642.89**	**57.97%**
Department: 311 - Arrowhead Wastewater Plant							
400-311-63026	Arrowhead - Routine Operations	26,000.00	26,000.00	727.16	17,113.51	8,886.49	34.18 %
400-311-63027	Arrowhead - Non-Routine Operatio	24,000.00	24,000.00	201.19	9,913.06	14,086.94	58.70 %
400-311-63028	Arrowhead - Lift Station Maintenan	17,000.00	17,000.00	1,241.54	6,417.72	10,582.28	62.25 %
400-311-63030	Arrowhead - Drip Field Maintenanc	50,000.00	0.00	0.00	2,344.59	-2,344.59	0.00 %
400-311-63031	Arrowhead - Sludge Hauling	40,000.00	40,000.00	1,602.03	20,895.94	19,104.06	47.76 %
400-311-64022	Arrowhead - Chemicals	18,000.00	18,000.00	1,560.00	19,194.50	-1,194.50	-6.64 %
400-311-65017	Arrowhead - Electricity	38,000.00	38,000.00	0.00	25,245.20	12,754.80	33.57 %
400-311-71000	Arrowhead - Capital Projects	0.00	0.00	0.00	12,364.47	-12,364.47	0.00 %
400-311-71013	Arrowhead Plant Lease	286,560.00	286,560.00	0.00	233,530.00	53,030.00	18.51 %
	Department: 311 - Arrowhead Wastewater Plant Total:	**499,560.00**	**449,560.00**	**5,331.92**	**347,018.99**	**102,541.01**	**22.81%**
Department: 312 - Big Sky Wastewater Plant							
400-312-63025	Big Sky - Wastewater Treatment Pla	15,000.00	5,000.00	0.00	1,219.66	3,780.34	75.61 %
400-312-63026	Big Sky - Routine Operations	26,000.00	26,000.00	46.48	19,450.76	6,549.24	25.19 %
400-312-63027	Big Sky - Non-Routine Operations	21,450.00	21,450.00	0.00	504.86	20,945.14	97.65 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-312-63030	Big Sky - Drip Field Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-312-63031	Big Sky - Sludge Hauling	40,000.00	40,000.00	0.00	12,330.99	27,669.01	69.17 %
400-312-64022	Big Sky - Chemicals	18,000.00	18,000.00	1,436.50	18,341.15	-341.15	-1.90 %
400-312-65017	Big Sky - Electricity	38,000.00	38,000.00	0.00	14,632.87	23,367.13	61.49 %
	Department: 312 - Big Sky Wastewater Plant Total:	**165,950.00**	**155,950.00**	**1,482.98**	**66,480.29**	**89,469.71**	**57.37%**
Department: 313 - Water Reuse							
400-313-63026	Routine Operations	10,000.00	10,000.00	0.00	4,712.44	5,287.56	52.88 %
400-313-63027	Non-Routine Operations	10,000.00	10,000.00	0.00	107.85	9,892.15	98.92 %
400-313-63029	Water Reuse System Maintenance	20,000.00	20,000.00	0.00	23.16	19,976.84	99.88 %
400-313-63044	Irrigation	10,000.00	10,000.00	0.00	4,029.39	5,970.61	59.71 %
400-313-65017	Water Reuse Electricity	0.00	5,000.00	0.00	0.00	5,000.00	100.00 %
	Department: 313 - Water Reuse Total:	**50,000.00**	**55,000.00**	**0.00**	**8,872.84**	**46,127.16**	**83.87%**
Department: 320 - Development/Capital							
400-320-62002	Engineering and Surveying	316,500.00	225,000.00	0.00	262,826.56	-37,826.56	-16.81 %
400-320-62019	Planning & Permitting	4,000.00	0.00	0.00	0.00	0.00	0.00 %
400-320-71000	Capital Projects	840,000.00	840,000.00	0.00	262,072.13	577,927.87	68.80 %
400-320-90007	Transfer to Debt Service	2,268,210.50	2,268,210.50	0.00	0.00	2,268,210.50	100.00 %
	Department: 320 - Development/Capital Total:	**3,428,710.50**	**3,333,210.50**	**0.00**	**524,898.69**	**2,808,311.81**	**84.25%**
Department: 330 - TWDB Project							
400-330-72001	TWDB Capital Projects	0.00	3,344,206.66	62,671.00	2,120,538.89	1,223,667.77	36.59 %
400-330-72002	TWDB Engineering and Surveying	625,000.00	247,000.00	830.00	1,459,674.32	-1,212,674.32	-490.96 %
400-330-72003	TWDB - Special Councel and Consul	1,325,000.00	215,000.00	0.00	32,103.37	182,896.63	85.07 %
400-330-72004	TWDB - Misc.	0.00	0.00	1,719.48	51,356.58	-51,356.58	0.00 %
	Department: 330 - TWDB Project Total:	**1,950,000.00**	**3,806,206.66**	**65,220.48**	**3,663,673.16**	**142,533.50**	**3.74%**
	Expense Total:	**10,199,474.92**	**12,035,085.30**	**296,592.88**	**6,950,884.41**	**5,084,200.89**	**42.24%**
	Fund: 400 - Utilities Surplus (Deficit):	**-4,540,974.92**	**-4,552,312.64**	**229,104.55**	**-1,957,362.94**	**2,594,949.70**	**57.00%**
	Report Surplus (Deficit):	**-5,580,366.00**	**-4,519,543.71**	**-156,262.60**	**1,165,734.38**	**5,685,278.09**	**125.79%**

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	12,643,239.53	13,127,886.53	600,180.54	10,370,476.77	-2,757,409.76	21.00%
105 - Communications	0.00	0.00	-37.80	2,459.74	2,459.74	0.00%
200 - Planning & Development	634,825.00	1,158,869.00	83,910.03	1,018,197.40	-140,671.60	12.14%
201 - Building	1,540,000.00	2,330,000.00	126,829.71	2,388,355.90	58,355.90	2.50%
304 - Maintenance	0.00	0.00	100.00	200.00	200.00	0.00%
400 - Parks & Recreation	620,975.61	330,748.61	960.00	28,272.00	-302,476.61	91.45%
402 - Aquatics	54,988.75	53,267.75	3,649.50	50,704.46	-2,563.29	4.81%
404 - Founders Day	173,712.50	180,239.50	812.00	183,520.76	3,281.26	1.82%
Revenue Total:	**15,667,741.39**	**17,181,011.39**	**816,403.98**	**14,042,187.03**	**-3,138,824.36**	**18.27%**
Expense						
000 - Undesignated	7,063,164.39	6,863,996.54	41,857.23	350,308.17	6,513,688.37	94.90%
100 - City Council/Boards & Commissions	17,000.00	7,000.00	0.00	8,610.50	-1,610.50	-23.01%
101 - City Administrators Office	0.00	0.00	67,514.21	849,839.71	-849,839.71	0.00%
102 - City Secretary	30,560.00	28,900.00	17,006.93	195,004.05	-166,104.05	-574.75%
103 - Courts	15,500.00	8,000.00	1,000.00	5,500.00	2,500.00	31.25%
104 - City Attorney	12,000.00	9,000.00	17,300.39	225,679.43	-216,679.43	-2,407.55%
105 - Communications	31,930.00	34,008.00	24,405.67	318,517.51	-284,509.51	-836.60%
106 - IT	567,049.93	629,390.41	45,785.61	547,479.22	81,911.19	13.01%
107 - Finance	2,303,623.60	3,013,375.65	196,227.16	2,639,504.80	373,870.85	12.41%
200 - Planning & Development	90,000.00	81,500.00	31,101.16	369,002.52	-287,502.52	-352.76%
201 - Building	792,000.00	955,100.00	94,467.04	1,073,655.68	-118,555.68	-12.41%
300 - Wastewater	2,655,000.00	2,655,000.00	260,079.29	777,238.97	1,877,761.03	70.73%
304 - Maintenance	1,340,458.00	1,659,836.00	145,247.13	1,614,078.10	45,757.90	2.76%
400 - Parks & Recreation	804,367.00	472,601.75	100,048.61	1,223,035.68	-750,433.93	-158.79%
401 - DSRP	408,050.06	408,050.06	34,732.98	413,811.49	-5,761.43	-1.41%
402 - Aquatics	226,513.00	174,730.00	41,327.25	236,400.70	-61,670.70	-35.29%
404 - Founders Day	223,601.80	232,010.80	24,669.14	242,434.21	-10,423.41	-4.49%
500 - Emergency Management	35,710.00	35,710.00	14,072.92	125,869.97	-90,159.97	-252.48%
Expense Total:	**16,616,527.78**	**17,268,209.21**	**1,156,842.72**	**11,215,970.71**	**6,052,238.50**	**35.05%**
Fund: 100 - General Fund Surplus (Deficit):	**-948,786.39**	**-87,197.82**	**-340,438.74**	**2,826,216.32**	**2,913,414.14**	**3,341.15%**
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,604,825.00	1,694,569.00	9,692.28	1,276,598.61	-417,970.39	24.67%
Revenue Total:	**1,604,825.00**	**1,694,569.00**	**9,692.28**	**1,276,598.61**	**-417,970.39**	**24.67%**
Expense						
400 - Parks & Recreation	11,000.00	10,100.00	2,115.64	8,476.51	1,623.49	16.07%
401 - DSRP	1,684,429.69	1,564,502.25	52,505.05	971,241.10	593,261.15	37.92%
Expense Total:	**1,695,429.69**	**1,574,602.25**	**54,620.69**	**979,717.61**	**594,884.64**	**37.78%**
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	**-90,604.69**	**119,966.75**	**-44,928.41**	**296,881.00**	**176,914.25**	**-147.47%**
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	0.00	0.00	0.00	62,386.94	62,386.94	0.00%
300 - Wastewater	1,687,500.00	1,684,200.00	234,851.90	2,273,094.42	588,894.42	34.97%
301 - Water	421,500.00	988,705.00	85,188.46	1,061,985.94	73,280.94	7.41%
313 - Water Reuse	0.00	5,000.00	0.00	0.00	-5,000.00	100.00%
320 - Development/Capital	1,634,500.00	3,095,215.00	205,657.07	1,596,054.17	-1,499,160.83	48.43%
330 - TWDB Project	1,915,000.00	1,709,652.66	0.00	0.00	-1,709,652.66	100.00%
Revenue Total:	**5,658,500.00**	**7,482,772.66**	**525,697.43**	**4,993,521.47**	**-2,489,251.19**	**33.27%**
Expense						
300 - Wastewater	1,236,207.17	994,008.00	41,496.99	470,708.54	523,299.46	52.65%
301 - Water	857,500.00	852,500.00	113,843.14	865,224.65	-12,724.65	-1.49%
310 - Utility Operations	2,011,547.25	2,388,650.14	69,217.37	1,004,007.25	1,384,642.89	57.97%

Budget Report **For Fiscal: FY 2025-2026 Period Endin 6**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
311 - Arrowhead Wastewater Plant	499,560.00	449,560.00	5,331.92	347,018.99	102,541.01	22.81%
312 - Big Sky Wastewater Plant	165,950.00	155,950.00	1,482.98	66,480.29	89,469.71	57.37%
313 - Water Reuse	50,000.00	55,000.00	0.00	8,872.84	46,127.16	83.87%
320 - Development/Capital	3,428,710.50	3,333,210.50	0.00	524,898.69	2,808,311.81	84.25%
330 - TWDB Project	1,950,000.00	3,806,206.66	65,220.48	3,663,673.16	142,533.50	3.74%
Expense Total:	**10,199,474.92**	**12,035,085.30**	**296,592.88**	**6,950,884.41**	**5,084,200.89**	**42.24%**
Fund: 400 - Utilities Surplus (Deficit):	**-4,540,974.92**	**-4,552,312.64**	**229,104.55**	**-1,957,362.94**	**2,594,949.70**	**57.00%**
Report Surplus (Deficit):	**-5,580,366.00**	**-4,519,543.71**	**-156,262.60**	**1,165,734.38**	**5,685,278.09**	**125.79%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-948,786.39	-87,197.82	-340,438.74	2,826,216.32	2,913,414.14
200 - Dripping Springs Ranch Park	-90,604.69	119,966.75	-44,928.41	296,881.00	176,914.25
400 - Utilities	-4,540,974.92	-4,552,312.64	229,104.55	-1,957,362.94	2,594,949.70
Report Surplus (Deficit):	**-5,580,366.00**	**-4,519,543.71**	**-156,262.60**	**1,165,734.38**	**5,685,278.09**

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Diana Boone, City Secretary

Council Meeting Date: October 6, 2026

Agenda Item Wording: **Approval of the appointment of Hannah Wier to the Farmers Market Committee for a two (2) year term ending on June 30, 2028**

Agenda Item Requestor Charlie Reed, Farmers Market Manager

Summary/Background:

Member Selection

Committee members shall be appointed by majority vote of the city council. Committee members may be residents or business owners in the city limits or ETJ or within 150 miles of the city limits. At least two committee members must be market vendors of which one shall be an agricultural producer. Although not strictly required, preference for committee membership shall be given to persons who raise, grow or make food products, or artists who make crafts from agricultural products.

Member	Term
Gouir Johannsen, Chair	06/30/27
Marianne Simmons (Onion Creek Farm)	06/30/28
Frankie Bayne (Hope Full Farm)	06/30/27
Nikki Dahlin	06/30/28
Claudia Oney	06/30/27
Janet Musgrove	06/30/26
Erika Fritz (Solaro Estate)	06/30/27

Vacancies and Appointments

Janet Musgrove resigned from the committee in June and the position remained vacant since that time. The committee recently received an application from a current market vendor. After reviewing the application, the Farmers Market Committee recommends approval.

Outlook

Committee Applicant

From Charlie Reed <creed@cityofdrippingsprings.com>
Date Thu 9/17/2026 4:03 PM
To Diana Boone <DBoone@cityofdrippingsprings.com>
Cc Maverick Coleman <MColeman@cityofdrippingsprings.com>; Andrew Binz <ABinz@cityofdrippingsprings.com>

Diana – at their meeting this morning, the FMC approved Hanna Wier's application to the committee and would like to move to Council for confirmation. Would you be able to add that to the first October agenda? Please let me know if there's anything I can do in support.

Thank you,
Charlie

DRIPPING SPRINGS
Texas
Open spaces, friendly faces.

Charlie Reed
Farmers Market Manager
creed@cityofdrippingsprings.com
512.894.2400 Office
512.750.5942 Mobile
1042 Event Center Drive • PO Box 384
Dripping Springs, TX 78620
cityofdrippingsprings.com

City of Dripping Springs Farmers Market

FRAUD ALERT: Several applicants have reported receiving fraudulent payment requests from individuals posing as City employees. Any invoice or request for payment from the City of Dripping Springs will not require a specific form of payment. If you receive a request for payment or invoice from an unknown source, or a request for payment or invoice appears fraudulent, please call Shawn Cox at (512) 858-4725. You can also reach out directly to the staff person who has been assisting you with your project or event. Payments are always accepted by mail to P.O. Box 384, Dripping Springs, TX 78620.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Diana Boone, City Secretary

Council Meeting Date: October 6, 2026

Agenda Item Wording: **Approval of the appointment of Jason Neyland and the reappointment of Todd Purcell, Penny Reeves, and Terry Polk to the Dripping Springs Ranch Park Board of Directors for a two (2) year term ending on September 30, 2028, and the reappointment of Todd Purcell as Chair for a one (1) year term.**

Agenda Item Requestor: Lily Sellers, DSRP Manager

Summary/Background: DSRP Board members serve a two-year term and may be reappointed upon application. Vacancies on the board may be filled by appointment of the city council. The presiding officer of the board shall be a chair appointed by the city council from among the board members.

Current Members:

Member	Term Expiration
Todd Purcell, Chair	9/30/2026
Terry Polk, Vice Chair	9/30/2026
Pam Owens	9/30/2027
Kathy Boydston	9/30/2027
Mike Carroll	9/30/2027
Sean Casey	9/30/2027
Penny Reeves	9/30/2026

Application & Appointment

All three (3) members whose terms are expiring have expressed a desire to continue serving and have formally requested reappointment. One Member, Sean Casey, has resigned creating a vacancy. The position was advertised to ensure an open and transparent recruitment process. All current applications were reviewed by the chair and vice chair and they selected Jason Neyland as the preferred candidate. Accordingly, approval is recommended for the reappointment of the three current members and the appointment of Jason Neyland to fill the remaining vacancy.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Diana Boone, City Secretary

Council Meeting Date: October 6, 2026

Agenda Item Wording: **Approval of a Resolution designating the Official Newspaper for the City of Dripping Springs for Fiscal Year 2026-2027.**

Agenda Item Requestor: Diana Boone, City Secretary

Summary/Background: Pursuant to Texas Government Code Section 2051 Selection of Newspaper, the governmental entity or representative required to publish a notice in a newspaper shall select, in accordance with this subchapter, one or more newspapers to publish the notice, which is subject to certain criteria in sections 2051.044 – 2051.051. The following types of notices are published in the official newspaper of record:

- Public Hearing – planning and development notices, budget, tax rate, capital projects, etc.
- Bids – RFQ, SOQ, RFB, etc.
- Notices – ordinances, resolutions, elections, etc.

Annually the City solicits submissions from local newspapers that meet the publishing requirements.

Below is an accounting of Official Newspaper Selection over the past 10 years:

- 2014 – 2015 News-Dispatch
- 2016 – 2024 Dripping Springs Century News
- 2025 – 2026 News-Dispatch

Application packets were sent to Wimberly View and News-Dispatch on August 20th via email with a due date of September 14, 2026. At the close of the application period, News-Dispatch was the only applicant to submit a completed application. Staff has reviewed the submission and determined that it meets the applicable requirements. Therefore, staff recommends that council approve News-Dispatch as our official newspaper of record.

DRIPPING SPRINGS
Texas

OFFICIAL NEWSPAPER APPLICATION

FISCAL YEAR 2027 - APPLICATION DUE SEPTEMBER 14, 2026

APPLICANT INFORMATION

Name of Publication: News-Dispatch

Physical Address: 113 W. Center Street City: Kyle Zip Code: 78640

Mailing Address: Same City: _____ Zip Code: _____

Main Phone: 512-268-7862

Website Address: www.haysnewsdispatch.com

CONTACT INFORMATION

Main Contact

Name: Ashley Kontnier

Phone: 512-268-7862

Email: publisher@bartonpublicationsinc.com

Publications and Notices

Name: Ashley Kontnier

Phone: 512-268-7862

Email: paper@haysnewsdispatch.com

Press Releases

Name: Brittany Kelley, news editor

Phone: 512-268-7862

Email: news@haysfreepress.com

REQUIRED CRITERIA

Please answer "YES" or "NO" for each set of criteria below:

Newspaper devotes not less than 25% of total column lineage to general interest items. **Yes** ☑ **No** ☐

Newspaper is published at least once per week. **Yes** ☑ **No** ☐

Newspaper is entered as 2nd Class Postal Matter in the county where published. **Yes** ☑ **No** ☐

Newspaper has been published regularly and continuously for the past 12 months. **Yes** ☑ **No** ☐

Newspaper has not omitted more than two issues in the past 12 months. **Yes** ☑ **No** ☐

Newspaper public notices are accessible to the public on the newspaper's website at no cost. **Yes** ☑ **No** ☐

Newspaper submits published notices to the Texas Press Association. **Yes** ☑ **No** ☐

SUBSCRIBER & DISTRIBUTION INFORMATION

250 Total number of subscribers (print copy, not including kiosk deliveries)

110 Print Subscribers in 78620

69 Print Subscribers in 78619

72 Print Subscribers in 78737

16 locations, 160 copies
+ 200 to DSISD schools Total number of kiosk placements in Dripping Springs (City & ETJ)

200 Total number of digital subscribers

2026/08/29 Subscriber data above is reported as of (yyyy/mm/dd)

STATEMENT OF UNDERSTANDING

I UNDERSTAND THAT PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2051.045 LEGAL RATE CHARGED FOR PUBLICATION, THAT THE LEGAL RATE FOR PUBLICATION OF A NOTICE IN A NEWSPAPER IS THE NEWSPAPER'S LOWEST PU BLISH ED RATE FOR CLASS I FI ED ADV ERTi Si NG, AND SECTION 2051.051 BI LL FOR PUBLICATION, THAT A NEWSPAPER THAT PUBLISHES A NOTICE SHALL SUBMIT A BILL FOR THE PUBLICATION WITH A CLIPPING OF THE PUBLISHED NOTICEAND A VERIFIED STATEMENT OF THE PU BLISHER THAT: (l) STATES THE RATE CHARGED, {2) CERTIFIES THAT THE RATE CHARGED IS THE NEWSPAPER'S LOWEST PUBLISHED RATE FOR CLASSIFIED ADVERTISING, AND (3) CERTIFIES THE NUMBER AND DATES OF PUBLICATION.

I understand that the following must be attached to this application for consideration:

1) **Rate sheet for public notice, legal notice, tax rate hearing and publication affidavit;**
2) **Filed version of Form 1295 Certificate of Interested Parties; and**
3) **Completed Conflict of Interest Questionnaire.**



Signature

08/29/2026

Date

Ashley Kontnier

Printed Name

Owner/Publisher

Title

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Barton Publications dba News-Dispatch -- NO CONFLICT

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Ashley Kontnier Digitally signed by Ashley Kontnier Date: 2026.08.29 14:18:58 -05'00'

Signature of vendor doing business with the governmental entity

08/29/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Public Notice Line
$35.14
$6 tear sheet
Total: $41.14

News-Dispatch Rate for same notice:
$28.40
$8 tear sheet
Total: $36.40

Spri
FI
P.O. [illegible] TX 78620

Public Notice | Public Notice | Public Notice | Public Notice

City of Dripping Springs
Public Notice of Approved Ordinance
FY20 Budget Amendment
Effective Date: September 24, 2020
Ordinance No. 2020-50

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2019-2020 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Robin R. Essl, Deceased, we issued on August 26, 2020, in Cause No. 20-2032-P, pending in the County Court at Law of Hays County, Texas, to: Georgia L. Essl.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: **Carrie Campbell**
Attorney at Law
303 Mesa Drive
Wimberley, Texas 78676

DATED the 16th day of September, 2020.

Carrie Campbell
Attorney for Georgia L. Essl
State Bar No.: 00792393
303 Mesa Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590
E-mail: carriec1970@gmail.com

NOTICE OF PUBLIC HEARING
(Request for Zoning)

NOTICE OF PUBLIC HEARING
(Conditional Use Permit)

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, October 8, 2020 at 6:00 p.m.** to consider the following: **CUP-20-006** – an application for a Conditional Use Permit (CUP) to allow for the construction of a second residential building at 600 Flite Acres Road. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, October 15, 2020, at 6:00 p.m.** at City Hall.
Comments on this request from any member of the public may be presented in person at City Hall, by mail (221 Stillwater, Wimberley, TX), or by email (planner@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

Did you know?
You can now view the Legals and Public Notices Online at
drippingspringsnews.com

Like us on facebook



General Help Wanted | General Help Wanted

Port Aransas Police Department

Immediate openings for experienced officers and dispatchers.

Details:
cityofportaransas.org

INDEPENDENT CONTRACTOR NEWSPAPER CARRIERS NEEDED!

Early morning hours, 7 days per week
San Marcos & surrounding areas

Requirements:
Valid Drivers License
Social Security
Dependable Vehicle
Back Up Vehicle
Dependability

Please call, text or email Rose @ **(830)385-4298**, **rose@earlybirdexpressllc.com**, Early Bird Express, LLC, Owner

General Help Wanted | General Help Wanted | General Help Wanted

TEXAS STATEWIDE CLAS

Pubic Notice
Display
$149.77
$6 tear sheet
Total: $155.77

News-Dispatch Rate
for same display notice:
$137.51
$8 tearsheet
Total: $145.51

ng Spri
SIFI
P.O. Box 762 Dripping Springs, TX 78620

Public Notice **Public Notice** **Public Notice**

REQUEST FOR QUALIFICATIONS FOR
"GRANT WRITING SERVICES
OLD FITZHUGH ROAD PROJECT"
CITY OF DRIPPING SPRINGS, TEXAS

PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting **Statements of Qualifications for Grant Writing and Management Services Old Fitzhugh Road Project.**

Sealed Statements of Qualifications must be submitted in one (1) original, five (5) copies, and one (1) electronic copy in PDF formant on a flash drive and shall be delivered to:

City of Dripping Springs, Texas
Attn: Ginger Faught, Deputy City Administrator
511 Mercer Street
Dripping Springs, Texas 78620

In lieu of paper submissions, submissions may be made through electronic submission by email to gfaught@cityofdrippingsprings.com with the subject line "OFR Grant Writing Services". Documents should be submitted in PDF format. Statements of Qualifications must be submitted **by 4 p.m. on October 30, 2020**, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

A pre-proposal meeting will be held on October 23, 2020 at 10 a.m. via Zoom Meeting. This meeting is optional. If interested in participating in the pre-proposal meeting please email kcampbell@cityofdrippingsprings.com by October 16, 2020. Information to participate in the Zoom Meeting will be provided prior to the meeting to any person who has requested to participate.

If additional information is requested, please email questions to Ginger Faught, Deputy City Administrator at gfaught@cityofdrippingsprings.com with "OFR Grant Writing Services" in the subject line. RFQs may be picked up at the above address or viewed online at the City's website at www.cityofdrippingsprings.com.

Public Notice **Public Notice**

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Judy Czop, Deceased, were issued on October 5, 2020 in Cause No. 20-0293-P pending in the County Court at Law of Hays County, Texas to John R. Czop, as Independent Executor of said Estate. All persons having claims against this Estate are required



General Help Wanted

IMMEDIATE HIRE
For male and female caregivers in

General Help Wanted **General Help Wanted** **General Help Wanted**

Administrative Assistant
North Hays County Emergency Service District #1 has a part-time vacancy.
- $12 to $20/hr. DOQ
- 10-20 hours per week
- Flexible schedule
- No holidays or weekends

Direct questions, resumes and letters of interest to
administrator@northhayscountyesd1.org
or mail to:

NHCESD#1
PO Box 1604
Dripping Springs, TX 78620

See Job description on home page
https://www.northhayscountyesd1.org/administrative-assistant/

NORTH HAYS EMS
DRIFTWOOD • DRIPPING SPRINGS • HENLY
North Hays County ESD #1

General Help Wanted **General Help Wanted**

DRIPPING SPRINGS DAIRY QUEEN

NOW HIRING
GENERAL MANAGER
IMMEDIATE OPENINGS

What We Offer:
Competitive Pay
Paid Holidays and Vacation
Incentive Pay and Career Advancement

Texas F

Garrison Brothers Dis
looking for someone c
with us as a Hospitalit
part-time (on Fridays a
down the road).

We start early and we
individual will greet vis
up our equipment, swe
bourbon samples for c

This individual will co
most people learn in a
with our guests. All wi

To apply, please visit t
resume to sitandsip@g
job description from M

Wallflowers, socialites,
APPLY.

GAR
BRO

General Help Wanted

INDEPENDENT NEWSPAPER CAR

Early morning hour
San Marcos & su

Require
Valid Drive
Social S
Deper

Notice is hereby given that original Letters Testamentary for the Estate of Richard C. Graham, Deceased, were issued on June 23, 2020, in Cause No. 20-0154-P, pend- ng ays Cou

All p Est his- ere the und mai

Ric c/o 190 Mir

DATED the 21st day of July, 2020.

Carrie Campbell
190
Mi
Tel
Fa

No ers Tes ene Sh 1, 202 in he nty, Tex

All Est his- ered are required to present them to the undersigned within the time and in the manner prescribed by law.

George Shaw
c/o Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676

DATED the 21st day of July, 2020.

Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590

Legal Notice
$10.36
$6 tear sheet
Total:
$116.36

News-Dispatch
Rate for same
display notice
$101.33
$8 tear sheet
Total: $109.33

Did you know?
You can now view the Legals and Public Notices Online at
drippingspringsnews.com

Public Notice **Public Notice**

www.fema.gov/plan/prevent/fhm/bfe, or call the FEMA Mapping and Insurance eXchange toll free at 1-877-FEMA MAP (1-877-336-2627).

Public Notice **Public Notice** **Public Notice**

CITY OF DRIPPING SPRINGS, TEXAS
MUNICIPAL BUDGET HEARING NOTICE
FISCAL YEAR 2020-2021

The City of Dripping Springs, Texas, will hold a public hearing at the following day, time and place for the purpose of receiving written or oral comments concerning the proposed budget for fiscal year 2020-2021.

Date: August 11, 2020
Time: 6:30 p.m.
Place: City Hall Council Chambers via Zoom Videoconference
511 Mercer Street, Dripping Springs, Texas 78620
(Meeting join information is posted on the City's website calendar)

This budget will raise more total property taxes than last year's budget by $224,350 or 17.23% and of that amount $177,956 is tax revenue to be raised from new property added to the tax roll this year.

All interested citizens are encouraged to attend and/or submit written comments. A copy of the proposed budget in its entirety is available for public inspection during normal business hours in the office of the City Secretary, 511 Mercer Street, Dripping Springs, Texas 78620 and on the City's web site at cityodrippingsprings.com Written comments can be emailed to City Secretary Andrea Cunningham at acunningham@cityofdrippingsprings.com or mailed to the Attention of the City Secretary, City of Dripping Springs, PO Box 384, Dripping Springs, TX 78640.

General Help Wanted **General Help Wanted**

INDEPENDENT CONTRACTOR NEWSPAPER CARRIERS NEEDED!

Early morning hours, 7 days per week
San Marcos & surrounding areas

Requirements:
Valid Drivers License
Social Security
Dependable Vehicle
Back Up Vehicle
Dependability

Please call, text or email Rose @ **(830)385-4298**, **rose@earlybirdexpressllc.com**, Early Bird Express, LLC, Owner

Public Notice **Public Notice** **Public Notice** **Public Notice**

Public Notice to Contractors

Wimberley Village Library District

Wimberley Village Library District (WVLD) is soliciting bids from businesses or individuals interested in a contract for the following positions: Landscape Maintenance, Facilities Maintenance, Facility Custodian, and Pest Control. A job specification packet will be available at the Wimberley Village

GEO #90611208
Geographic ID
R52090
Address:
2 Maplewood Circle
Wimberly, Texas
78676
(203) 948-4444

Classifieds Work!

Auctions

V & V M
2915 S. ZA
SAN A
SATURDAY
VIEWING: SA
THIS MACHINE SHO
MACHINES & INV
SEE OUR W
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JOHN SISK AUCTIO

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Donate A Boa
or Car Today
Boat Angel
"2-Night Free Vacati

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $ 0.1900 per $100 valuation has been proposed by the governing body of the City of Dripping Springs, Texas.

PROPOSED TAX RATE	0.1900 per $100
NO-NEW REVENUE TAX RATE	0.1850 per $100
VOTER-APPROVAL REVENUE TAX RATE	0.2077 per $100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for the City of Dripping Springs from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval rate is the highest tax rate that the City of Dripping Springs may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Dripping Springs is proposing to increase property taxes for the 2020 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 8, 2020 AT 6:30 P.M. AT CITY HALL – 511 MERCER STREET – DRIPPING SPRINGS, TEXAS OR VIRTUALLY AS SHOWN ON THE CITY WEBSITE www.cityofdrippingsprings.com. THE PUBLIC IS INVITED TO ATTEND THE HEARING AT CITY HALL IN PERSON IF DESIRED.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Dripping Springs is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support or opposition the proposed tax rate by contacting the members of the City Council of the City of Dripping Springs at their officers or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property)/100

FOR the proposal: Taline Manassian, Wade King, April Harris Allison, Todd Purcell, Travis Crow
AGAINST the proposal: None
ABSENT: None

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Dripping Springs last year to the taxes proposed to be imposed on the average residence homestead by the City of Dripping Springs this year.

	2019	2020	Change
Total Tax Rate (per $100 of value)	0.1900	0.1900	$0.00
Average homestead taxable value	$352,150	$373,261	*Increase of* 5.99%
Tax on average homestead	$669	$709	*Increase of $40 or 5.99%*
Total tax levy on all properties	1,303,165	1,453,887	*Increase of* $150,277 or 11.57%

For assistance with tax calculations, please contact the tax assessor for City of Dripping Springs at 512-393-5545 or jenifer.okane@co.hays.tx.us, or visit www.hayscountytax.com for more information.

Tax Rate Hearing Notice
$283.50
$6 tear sheet
Total:
$289.50

News-Dispatch
Rate for same display notice
$260.55
$8 tear sheet
Total: 268.55

FOR the proposal: Douglas L. Bott

Difference in rates per $100 of valu
Percentage increase/decrease in rate
Average appraised residence homes
General homestead exemptions ava
(excluding 65 years of age or older or disabl
Average residence homestead taxab
Tax on average residence homestea
Annual increase/decrease in taxes if
proposed tax rate is adopted (+/-)
and percentage of increase (+/-)

NOTICE OF
ELECTION

If the district adopts a combined de
that would result in the taxes on th
percent, the qualified voters of the
determine whether to reduce the op
rate under Section 49.23603, Water

The 86th Texas Legislature modi
calculated to limit the rate of growtl

BARTON PUBLICATIONS, INC.

Hays Free Press
and
News-Dispatch

CONSOLIDATED RATE SHEET

RATES FOR HAYS FREE PRESS

Retail and Classified Display earned rates are net and based on number of column inches per insertion. Bulk contracts are available.

Agency Rate	14.30
Local Open Rate	11.50
31-50”	11.00
51-90”	10.75
91-126”	10.50
127-168”	10.25
169” +	9.65

RATES FOR NEWS-DISPATCH

Display earned rates are net and based on the number of column inches per insertion. Bulk contracts available.

Agency Rate	11.25
Local Rate	9.65
31-50”	9.35
51-90”	9.00
91-126”	8.75
127-168”	8.50
169+	8.25

FREQUENCY DISCOUNTS

Contract Discount:

- 13 or more consecutive insertions earn a 20% discount off the earned rate.

COLOR

Full color is available on all ads for an additional $2.50 per column inch. (15” minimum)

CLASSIFIEDS & LEGALS

- 20 Words.....$9.20
- Additional Words..... 60¢

Classified & Legal Display ads are charged at local open rates, based on 6-column format

SPECIALTY PAGES

All ads in these pages require a 13-week minimum contract.

- Church Directory.....$18/week
- Service Directory.....$30/week
- Business listing on Church Page.....$18/week
- Professional Directory.....$35/week
- Women in Business.....$45/week (6x commitment)

PRE-PRINTED INSERTS

Hays Free Press

All Inserts are billed for the full run

Up to .25 oz	$295
to .5 oz	$365
to 1 oz	$430
to 1.5 oz	$465
to 2 oz	$550
Over 2 oz	Call for Quote

News-Dispatch

Up to .25 oz	$150
to .5 oz	$180
to 1 oz	$225
to 1.5 oz	$300
to 2 oz	$350
Over 2 oz	Call for Quote

Call for rates on inserts weighing other amounts

- Finished insert size cannot exceed 10.5” x 12”
- Inserts must arrive at our press no later than 5 p.m. Friday the week prior to publication.
  Hays Free Press OR News-Dispatch
  1342 Industrial Dr.
  New Braunfels, TX 78130
  830-358-7950
- Please call for rates for inserting bulky, undersized coupon books.

DEADLINES

The deadline for display advertising is 5 p.m. Friday the week prior to publication; classified advertising deadline is noon Monday the week of publication.

ACCEPTABLE MATERIALS

Advertisers who produce and provide their own ads should submit Adobe Acrobat PDF files, at 210 dpi with all fonts embedded.
If color, files must also be CMYK, with no four-color black text.

MECHANICAL REQUIREMENTS

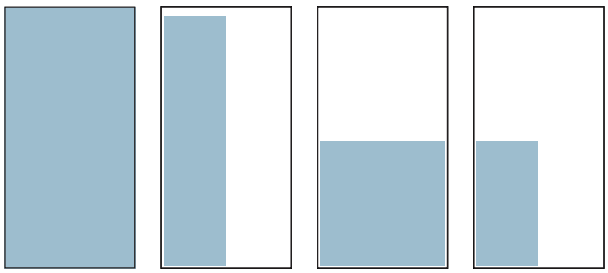
Six column broadsheet format. Page depth is 20 inches; column width: 1.56 inches (9.36 picas) wide with .167 inch gutters. Full page width is 10”.

A 25% upcharge will be added to the weekly bill for guaranteed placement of ads.

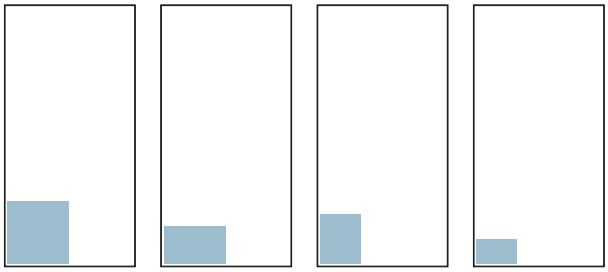
GENERAL POLICIES

- Advertising taller than 18 inches will be billed for the full depth of the page.
- Earned and discounted rates are net to the newspaper.
- Earned and discounted rates apply only to those accounts in good standing.
- Accounts that fall 90 days past-due will lose the discounts and will be back-billed at the Local Open Rate.
- All advertisers are expected to pay in advance unless a credit application has been submitted and approved.
- Advertising that has the appearance of editorial copy will display the word “advertisement” plainly and prominently inside the ad.

Rate Card #2025-7-10



Full page | Half page vertical | Half page horizontal | Quarter page vertical



Eighth page | 3 col. x 3" | 2 col. x 4" | 2 col. x 2"

Hays Free Press

Full Page
6 col. x 20.125 inches
(10"w x 20.125"h)
One X = $1291
Four X = $1097
Thirteen X = $1031

Half Page
6 col. x 10 inches
or 3 col. x 20.125 inches
(10"w x 10"h)
One X = $645
Four X = $550
Thirteen X = $518

Quarter Page
3 col. x 10 inches
(4.9375"w x 10"h)
One X = $330
Four X = $289.50
Thirteen X = $264

Eighth Page
3 col. x 5 inches
(4.9375"w x 5"h)
One X = $172.50
Four X = $146.60
Thirteen X = $137.80

3 col. x 3 inches
(4.9375"w x 3"h)
One X = $103.50
Four X = $88
Thirteen X = 83

2 col. x 4 inches
(3.25"w x 4" h)
One X = $92
Four X = $78.25
Thirteen X = $73.50

2 col. x 2 inches
(3.25"w x 2" h)
One X = $46
Four X = $39.25
Thirteen X = $37

News-Dispatch

Full Page
6 col. x 20.125 inches
(10"w x 20.125"h)
One X = $1103
Four X = 937
Thirteen X = 880

Half Page
6 col. x 10 inches
or 3 col. x 20.125 inches
(10"w x 10"h)
One X = $540
Four X = $459
Thirteen X = $432

Quarter Page
3 col. x 10 inches
(4.9375"w x 10"h)
One X = $280.50
Four X = $238.50
Thirteen X = $24

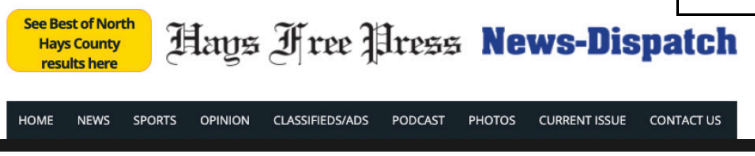
Eighth Page
3 col. x 5 inches
(4.9375"w x 5"h)
One X = $144.75
Four X = $123
Thirteen X = $116

3 col. x 3 inches
(4.9375"w x 3"h)
One X = $86.85
Four X = $73.75
Thirteen X = $69.50

2 col. x 4 inches
(3.25"w x 4" h)
One X = $77.25
Four X = $65.50
Thirteen X = $61.50

2 col. x 2 inches
(3.25"w x 2" h)
One X = $38.50
Four X = $32.75
Thirteen X = $30.75

Full color is available on all ads for an additional $2.50 per column inch. (15" minimum)



Top Banner
728 x 90 • **$325**

Increase your business exposure with the
Hays Free Press
and
News-Dispatch
online editions.

Rates are per month.

Weekly rates available upon request.

Large Side Banner
300 x 250 • **$225**

Small Side Banner
300 x 125 • **$125**

SOCIAL MEDIA SPONSORED POST:
$100/post
$225/3 posts
$300/5 posts

Let us post your ad on our social pages!

Includes Facebook, Instagram and Twitter

PUBLISHER:
Ashley Kontnier
publisher@bartonpublicationsinc.com

NEWSROOM:
news@haysfreepress.com

ADVERTISING:
ads@haysfreepress.com
sales@haysnewsdispatch.com

CLASSIFIEDS/PUBLIC NOTICES/CIRCULATION:
paper@haysfreepress.com
paper@haysnewsdispatch.com

HAYS FREE PRESS & NEWS-DISPATCH
113 W. CENTER STREET
KYLE, TX 78640
512-268-7862

WWW.HAYSFREEPRESS.COM
WWW.HAYSNEWSDISPATCH.COM

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2026-R##

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, DESIGNATING [NAME OF NEWSPAPER] AS THE CITY'S OFFICIAL NEWSPAPER; AUTHORIZING EXECUTION OF AN OFFICIAL NEWSPAPER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Dripping Springs, Texas (the City), is a Type A general-law municipality; and

WHEREAS, Section 52.004, Texas Local Government Code, requires the governing body of a Type A general-law municipality, as soon as practicable after the beginning of each municipal year, to contract by ordinance or resolution with a public newspaper of the municipality to serve as the municipality's official newspaper until another newspaper is selected; and

WHEREAS, the City Council finds that [NAME OF NEWSPAPER] is a public newspaper of the City and is qualified to publish notices for the City as required by applicable law; and

WHEREAS, the City Council desires to designate [NAME OF NEWSPAPER] as the City's official newspaper and to approve the accompanying Official Newspaper Agreement.

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

1. **Designation.** The City Council designates [NAME OF NEWSPAPER] as the official newspaper of the City of Dripping Springs, Texas, effective **[EFFECTIVE DATE]**, to serve until another newspaper is selected by the City Council in accordance with applicable law.

2. **Publication of City Matters.** The City shall publish in its official newspaper each ordinance, notice, or other matter required by applicable law or City ordinance to be published in a newspaper. Nothing in this Resolution alters the publication method, location, timing, frequency, or other requirement prescribed by a statute, regulation, or City ordinance applicable to a particular notice.

3. **Approval and Authorization.** The City Council approves the Official Newspaper Agreement between the City and **[LEGAL NAME OF NEWSPAPER ENTITY]**, substantially in the form attached as **Exhibit A**. The Mayor is authorized to execute the Agreement, and the City Secretary is authorized to attest the Mayor's signature and to take actions reasonably necessary to implement this Resolution and the Agreement.

4. **No Limitation on Statutory Alternatives.** If the designated newspaper is unable or unwilling to publish a particular notice in the manner or at the rate required by applicable law, the City may use any alternative publication method authorized or required by applicable law for that notice.

5. **Effective Date.** This Resolution takes effect immediately upon its passage and approval.

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

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

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Diana Boone, City Secretary

OFFICIAL NEWSPAPER AGREEMENT

This **Official Newspaper Agreement** (the **"Agreement"**) is entered into effective as of _____, (the **"Effective Date"**) by and between the **City of Dripping Springs**, a Texas general law municipality (the **"City"**), and **[Newspaper Entity Legal Name]**, a **[entity type / individual]** (the **"Contractor"**). The City and Contractor may be referred to individually as a **"Party"** and collectively as the **"Parties"**.

Recitals

WHEREAS, pursuant to Section 52.004, Texas Local Government Code, the City Council has designated Contractor's newspaper, **[Newspaper Entity Legal Name]** (the **Newspaper**), as the City's official newspaper by Resolution No. 2026-R-____; and

WHEREAS, Contractor represents that the Newspaper is a public newspaper of the City and is qualified to publish City notices as required by applicable law.

NOW, THEREFORE, for and in consideration of the mutual covenants set out below, the parties agree as follows:

1. DESIGNATION AND TERM.

1.1 The City appoints the Newspaper as the City's official newspaper, and Contractor accepts that appointment, beginning on the Effective Date and continuing until another newspaper is selected by the City Council in accordance with applicable law, unless this Agreement is earlier terminated under Section 8.

1.2 The parties acknowledge that this Agreement does not excuse the City from complying with the publication requirements applicable to a particular ordinance, notice, or other matter, including requirements governing publication location, frequency, timing, and content.

2. SERVICES.

2.1 Contractor shall publish each City ordinance, notice, or other matter (each, a **Notice**) that the City submits for publication in accordance with this Agreement and applicable law.

2.2 The City may submit a Notice only through the City Secretary, City Administrator, or another City employee designated in writing by either of them (each, an **Authorized City Representative**). Contractor may rely on instructions from an Authorized City Representative.

2.3 Contractor shall publish each Notice exactly as submitted or subsequently corrected in writing by an Authorized City Representative, except for non-substantive formatting changes necessary for publication. Contractor shall promptly notify the submitting Authorized City Representative of any proposed substantive change, inability to meet a requested publication date, or issue that may affect legal compliance.

2.4 Contractor shall use commercially reasonable efforts to accommodate the publication date requested by the City. Contractor shall notify the City promptly, and no later than one business day after receiving the Notice, if it cannot publish on the requested date.

2.5 Within five business days after completing publication of a Notice, Contractor shall provide the City an affidavit or other legally sufficient proof of publication identifying the Notice, the date or dates of publication, and the issue or edition in which the Notice appeared. Contractor shall promptly provide a copy of the published Notice upon the City's request.

2.6 If a publication error results from Contractor's act or omission, Contractor shall promptly correct and republish the Notice at no additional charge, as necessary to cure the error. If a City-submitted Notice contains an error, Contractor shall cooperate with the City in publishing a correction at the rate stated in Attachment A, unless otherwise agreed in writing.

3. RATES, INVOICING, AND PAYMENT.

3.1 The rates for publication services are stated in **Attachment A**, which is incorporated into this Agreement. For a Notice to which Section 2051.045, Texas Government Code, applies, Contractor shall charge no more than the legal rate then applicable to the Notice.

3.2 Contractor shall submit itemized invoices to the City no more frequently than monthly. Each invoice must identify the Notice, publication date or dates, applicable rate, and amount charged.

3.3 The City shall pay undisputed amounts in accordance with applicable law and the City's ordinary payment procedures. The City is not obligated to pay charges not stated in Attachment A or otherwise approved in writing by an Authorized City Representative.

3.4 The City's payment obligation is subject to the availability and appropriation of funds. Nothing in this Agreement obligates the City to make a payment prohibited by applicable law.

4. CONTRACTOR REPRESENTATIONS AND CONTINUING DUTIES.

4.1 Contractor represents, as of the Effective Date, that the Newspaper is published in the City of Dripping Springs and is qualified under applicable law to publish the Notices Contractor accepts under this Agreement.

4.2 Contractor shall notify the City Secretary in writing within one business day after Contractor knows of any change in the Newspaper's ownership, name, publication frequency, principal place of publication, postal status, circulation status, or other circumstance that could affect the Newspaper's qualification to publish a Notice required by law.

4.3 Contractor shall maintain complete and accurate records concerning all Notices submitted by the City and their publication for at least four years after publication, or longer if required by applicable law. On reasonable notice, Contractor shall provide City-related records to the City in an electronic format reasonably requested by the City.

4.4 Contractor shall perform its duties professionally and in good faith and shall comply with all applicable federal, state, and local laws in performing this Agreement.

5. PUBLIC INFORMATION AND CONFIDENTIALITY.

5.1 Contractor acknowledges that information created, collected, assembled, maintained, or held by Contractor for the City in connection with this Agreement may be subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Contractor shall promptly provide City-related information requested by the City so that the City may comply with its legal obligations.

5.2 Contractor shall not disclose information the City identifies in writing as confidential except as required by law. Contractor shall promptly notify the City of any request, subpoena, or other legal demand for City-related information, unless notice is prohibited by law.

6. INDEPENDENT CONTRACTOR; NO ASSIGNMENT.

6.1 Contractor is an independent contractor and not an officer, employee, agent, or representative of the City. Contractor is solely responsible for its personnel, taxes, insurance, and business operations.

6.2 Contractor may not assign this Agreement or delegate a material obligation under it without the City's prior written consent. Any attempted assignment in violation of this Section is void.

7. INDEMNIFICATION.

TO THE EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT ARISING FROM CONTRACTOR'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS; WILLFUL MISCONDUCT; OR BREACH OF THIS AGREEMENT IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. THIS SECTION DOES NOT REQUIRE CONTRACTOR TO INDEMNIFY A PARTY FOR THAT PARTY'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT.

8. TERMINATION AND TRANSITION.

8.1 Either party may terminate this Agreement without cause by providing at least 30 days' prior written notice to the other party.

8.2 The City may terminate this Agreement immediately by written notice if Contractor materially breaches this Agreement; if the Newspaper ceases to be qualified under applicable law to publish legally required City Notices; if Contractor fails or refuses to publish a Notice within the period required by law after accepting it; or if immediate termination is reasonably necessary to protect the City's compliance with applicable law.

8.3 Termination does not affect Contractor's obligation to complete, where legally and practically possible, Notices accepted before the effective termination date; provide all outstanding proofs of publication; and preserve and provide City-related records under this Agreement. The City may obtain publication services from another provider as necessary to meet a legal deadline, without liability to Contractor.

9. NOTICES.

9.1 Notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail (return receipt requested), or email with confirmation of receipt, to the addresses below or to another address designated by notice under this Section.

To the City:	**To Contractor:**
City of Dripping Springs Attn: City Administrator PO Box 384 Dripping Springs, TX 78620	[Newspaper Entity Legal Name] Attn: [Name/Title] [Address] [City, State, ZIP] Email:

9.2 A notice is effective upon personal delivery; one business day after delivery to the overnight courier; three business days after deposit in U.S. mail; or, for email, when the sender receives a confirmation of receipt.

10. REQUIRED DISCLOSURES AND CERTIFICATIONS.

10.1 Before execution of this Agreement, Contractor shall provide all disclosures, certifications, and forms required by applicable law and City procurement requirements for this transaction, including, as applicable, a completed conflict-of-interest questionnaire under Chapter 176, Texas Local Government Code, and a certificate of interested parties under Section 2252.908, Texas Government Code.

10.2 Contractor shall promptly notify the City if a representation or certification provided under this Section becomes inaccurate during the Term.

11. MISCELLANEOUS.

11.1 **Entire Agreement.** This Agreement, including Attachment A and the Resolution approving this Agreement, is the complete agreement between the parties concerning its subject matter and supersedes prior discussions and agreements concerning that subject matter.

11.2 **Amendment.** This Agreement may be amended only by a written instrument approved and executed by both parties.

11.3 **Waiver.** A waiver is effective only if in writing and signed by the party granting it. A waiver of one breach is not a waiver of any other breach.

11.4 **Severability.** If a court of competent jurisdiction holds a provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect, and the invalid or unenforceable provision will be construed to the minimum extent necessary to be enforceable.

11.5 **Governing Law and Venue.** Texas law governs this Agreement. Exclusive venue for an action arising from this Agreement lies in Hays County, Texas, unless applicable law requires otherwise.

11.6 **No Third-Party Beneficiaries.** This Agreement does not create rights in any person other than the parties.

11.7 **Authority.** Each individual signing this Agreement represents that he or she is authorized to sign for and bind the party on whose behalf he or she signs.

11.8 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures delivered electronically are effective to the fullest extent permitted by law.

AGREED AND EXECUTED effective as of the Effective Date.

CITY OF DRIPPING SPRINGS **[NEWSPAPER ENTITY LEGAL NAME]**

ATTACHMENT A
RATE SCHEDULE AND PUBLICATION SUBMISSION PROCEDURES

Attach Contractor's current published classified-advertising rate schedule and identify any City-specific rate that is lower than the published rate. The attachment must also identify the submission email, weekly publication deadline, publication day, billing contact, and proof-of-publication contact.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Riley Sublett, Maintenance Director

Council Meeting Date: 10/06/2026

Agenda Item Wording: **Discuss and consider approval to authorize City Staff to exceed $50,000.00 worth of purchases from Chuck Nash for the purchase of a 2026 Chevrolet 3500 utilizing funding approved in the FY-2027 Budget.** *Sponsor: Mayor Bill Foulds*

Agenda Item Requestor: Riley Sublett, Maintenance Director

Summary/Background: The City of Dripping Springs City Council approved the purchase of a 1 Ton work vehicle in the FY-2027 Budget. The Maintenance Department has obtained three quotes for each vehicle to comply with the City's Purchasing Policy with the lowest bid provided by Chuck Nash Auto Group. Purchase of this vehicle will exceed $50,000.00 worth of purchases with Chuck Nash Auto Group. This item is to ensure compliance with State law and the City's purchasing policy.

Commission Recommendations: N/A

Recommended Council Actions: City Staff recommends authorizing city staff to exceed $50.000.00 worth of purchases from Chuck Nash Auto Group.

Attachments: N/A

Next Steps/Schedule: Purchase vehicle from Chuck Nash Auto Group.

Chuck Nash Chevrolet Buick GMC

3045 I 35 N Frontage Rd, San Marcos, TX 78666
Phone (512) 396-7888 | Fax (512)396-7900

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Edward Munoz - Mark Wood - Chuck Tolle - Clay Powell – Jessica Megason - Jeffry Michelson - Bill Boyd

TIPS Contract 240901

End User:	CITY OF DRIPPING SPRINGS	**Nash Sales Rep:**	CLAY POWELL
Contact:	RILEY SUBLETT	**Date:**	09/24/2026
Contact TN/Email:	RSUBLETT@CITYOFDRIPPINGSPRINGS.COM	**Phone #:**	512-858-4725
Product Description:	2026 CHEVROLET 3500 CREW CAB 4X4	**Color Code:**	

A. **Bid Line #** _____ **Base Price:** $ 62,993.00

B. **Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
				Total of B – Published Options	$ 0.00

C. **Dealer Published Options**

Code	Description	Bid Price	Code	Description	Bid Price
				Total of C – Published Options	$ 0.00

D. **Off Menu Options**

Code	Description	Bid Price	Code	Description	Bid Price
				KNAPHEIDE PGTD BED	$ 14,500.00
				DOC FEE	$ 225.00
				VEHICLE INVENTORY TAX	$ 149.14
				Total of D – Off Menu Options	$ 14,874.14

Off Menu Options limited to 25% of Published Price **Current %** 23.61%

Delivery Charges	0	Miles @ $1.49/mile		$ 0.00
Floorplan Expense	0	Days	$8.18 Per Diem	$ 0.00
Lot Insurance Expense		Days	$8.18 Per Diem	$ 0.00
Manufacturer Delivery Fee				$ 0.00
			Total Each	$ 77,867.14
Quantity Ordered	1	X F =		$ 77,867.14
Administrative Fee				
Trade In Allowance – Non-Equipment debits and credits				

TOTAL PURCHASE PRICE INCLUDING ADMIN FEE $ 77,867.14

Chuck Nash Chevrolet Buick GMC
3209 North Interstate Highway 35
San Marcos
TX, 78666
chucknashchevroletbuickgmc.com

Deal # 158856

Clay Pow
Contact Sales: (737) 248 - 8336
ServiceAppointments@chucknash.com
CP

2026 Chevrolet Silverado 3500 HD Chassis Cab
Work Truck

City Of Dripping Springs City Of Dripping Springs
+1-(512) 779 - 5972 | +1-(737) 701 - 6714 |
rsublett@cityofdrippingsprings.com
511 W MERCER ST, DRIPPING SPRINGS, TX 78620

VIN : 1GB4KSEY0TF218600 | Stock # : FTF218600
Mileage : 36 mi
Color : Summit White
gm | Work Truck | 4WD | Turbocharged | Engine, Duramax 6.6L Turbo-Diesel V8 | 6.6 | L5P | 470 | 8 | Diesel Fuel | N/A | Automatic | Crew Cab Chassis-Cab | Chassis Cab Truck | 4 | 6

Cash / OSF	
$0.00 Customer Cash	**$77,867.14**

Payment Detail

MSRP	$66,873.00
Discount	$3,880.00
Selling Price	**$62,993.00**
KNAPHEIDE PGTD BED	$14,500.00
Documentation Fees	$225.00
Taxes 0	$149.14
Unpaid Cash Balance	**$77,867.14**

X

Customer Signature & Date

X

Jon JB Blakely | Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit. and at Lease's End, Lessee is responsible for $0.25 per Mile over 12000 Miles per year. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.

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DRIPPING SPRINGS
Texas

Contract Cover Sheet

Contract Number	CIT20261006 *Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is **HDR20220118**. If administratively approved, use the date the contract is submitted to the city signator.*
Contractor with Contact Information	*Company:* City Lights Design Alliance *POC:* Keenan E. Smith *Address:* 18320 Shepherds Corral, Dripping Springs, Tx 78620 *Phone Number:* 512-659-5062
Effective Date	October 1, 2026
Termination Date	September 30, 2027
Renewal/ Termination Notice Date	30 days
Bid/Quotes/ Budgeted	Renewal of current agreement. Not to exceed $43,200 for the year at $150 an hour.
Department	TIRZ/Finance
Reporting Requirements	*Insurance Certificate:* ☑ YES ☐ NA *Conflict Disclosure:* ☑ YES ☐ NA *1295 Reporting:* ☑ YES ☐ NA *Other Reporting Requirements:*
Council Meeting Date (if applicable)	October 6, 2026

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: October 6, 2026

Agenda Item Wording: **Approval of a Professional Services Agreement with Keenan E. Smith, AIA, doing business as City Lights Design Alliance, for TIRZ project management services for a one-year term beginning October 1, 2026, at $150 per hour, in an amount not to exceed $43,200; and authorize the City Administrator to execute the agreement.** *Sponsor: Mayor Pro Tem Taline Manassian*

Agenda Item Requestor: Keenan Smith, TIRZ Project Manager

Summary/Background:

Keenan Smith has been the TIRZ Project Manager since 2016.

This agreement is similar to the one approved last year. The consultant will support TIRZ #1 & #2 Priority Projects: Stephenson Building & Downtown Parking Lot; Mercer Street Paseo; and Old Fitzhugh Rd.

Consultant's Key Responsibilities:

Project Management: team and Requests for Qualifications/Bids/ Proposals coordination; oversight of tasks, studies, plans, schedules, budgets, deliverables, cost estimates, reports, and consultant invoicing.

Liaison & Staff Support: TIRZ Boards, City, Hays County, landowners, businesses, and developers.

Coordination Services: with TIRZ Administrators, City Attorney, Financial Advisors, and consultants.

Compensation: $150/hour; 24 hours per month average; cap at $43,200/year. The estimate is not a minimum purchase commitment. Consultant will submit monthly invoices identifying the services performed, dates, hours, and applicable project.

Term: October 1, 2026 – Sept. 30, 2027, unless terminated earlier.

Renewal: Annual, subject to negotiation. Any continuation after that date requires a written agreement signed by both parties; any renewal rate must be agreed to in writing.

Commission Recommendations: TIRZ Board approved the expenses for this in the FY 2026-2027 Budget. They will consider a recommendation to City Council during their October 5th meeting,

Recommended Council Actions: Approve the PSA with City Lights Design Alliance for TIRZ project management services for a one-year term beginning October 1, 2026, at $150 per hour, in an amount not to exceed $43,200; and authorize the City Administrator to execute the agreement.

Attachments: Draft PSA

Next Steps/Schedule: If approved, execute agreement.

Contract No. CIT20261006

TIRZ PROJECT MANAGEMENT SERVICES AGREEMENT

This **TIRZ Project Management Services Agreement** (the **"Agreement"**) is entered into effective as of the date of last execution, (the **"Effective Date"**) by and between the **City of Dripping Springs**, a Texas general law municipality (the **"City"**), and **Keenan E. Smith, AIA**, an individual doing business as City Lights Design Alliance (the **"Consultant"**). The City and **Consultant** may be referred to individually as a **"Party"** and collectively as the **"Parties"**.

1. **Services.** At the City's direction, Consultant will provide project management, staff support, liaison, and coordination services for selected projects in Tax Increment Reinvestment Zones Nos. 1 and 2 (**TIRZs**), currently identified as: (a) Stephenson Building and Downtown Parking Lot; (b) Old Fitzhugh Road; and (c) Mercer Street Paseo. Services may include coordinating requests for qualifications and project-team selection; organizing project teams; overseeing project tasks, studies, plans, schedules, budgets, deliverables, cost estimates, reports, and consultant invoices; supporting and advising the TIRZ boards and City; serving as liaison with Hays County, the Dripping Springs Community Library, and TIRZ landowners and developers; and coordinating with TIRZ administrators, financial advisers and consultants, and City legal counsel. Specific tasks may vary by project. Consultant will perform services only as directed by the City and has no authority to bind the City or approve expenditures on its behalf unless separately authorized in writing.

2. **Term.** The term begins October 1, 2026, and ends September 30, 2027, unless terminated earlier under this Agreement. Any continuation after that date requires a written agreement signed by both parties; any renewal rate must be agreed to in writing.

3. **Compensation and invoicing.** The City will pay Consultant $150 per hour for authorized project coordination, liaison, and related services, based on an estimated average of 24 hours per month, up to a maximum of $43,200 for the term. The estimate is not a minimum purchase commitment. Consultant will submit monthly invoices identifying the services performed, dates, hours, and applicable project. Amounts properly invoiced are due on receipt, subject to the annual maximum. Consultant may not exceed the maximum or charge additional services or expenses unless the City approves them in writing in advance through an amendment signed by both parties. No work performed without that approval increases the City's payment obligation.

4. **Excluded services.** This Agreement does not include preparation of construction documents or surveying, structural, electrical, civil, geotechnical, or mechanical engineering services. Any additional scope requires the written approval described in Section 3.

5. **Termination.** Either party may terminate this Agreement on 30 days' written notice to the other party. Upon termination, the City will pay for authorized services performed through the effective termination date, subject to the maximum in Section 3. Consultant will deliver to the City work product prepared for the City through that date.

6. **Independent contractor.** Consultant is an independent contractor, not a City employee. The City will not provide employee benefits, including health insurance or paid vacation. The City may retain others to provide project management services.

7. **Conflicts of interest.** Consultant will notify the City and the TIRZ boards in writing of any potential conflict involving a third-party client. If a TIRZ board or the City Council identifies a direct conflict between a third-party project and the TIRZs, it will notify Consultant in writing. If the conflict cannot be resolved to the satisfaction of the parties, Consultant or the City may terminate this Agreement on seven days' written notice.

8. **Required disclosures and legal compliance.** Consultant will provide disclosures, certifications, and forms required by applicable Texas law for this Agreement, including any applicable conflict-of-interest questionnaire and certificate of interested parties. Consultant will comply with applicable Texas requirements for government contracts, including applicable restrictions concerning boycotts, firearm entities and trade associations, energy companies, and designated foreign terrorist organizations. A representation in this section applies only to the extent required by law for this Agreement and Consultant.

9. **Insurance and injuries.** Consultant is responsible for obtaining appropriate insurance coverage for Consultant and any employees used to perform services. To the extent permitted by law, Consultant waives claims against the City for injuries sustained by Consultant or Consultant's employees while performing under this Agreement. If Consultant uses employees for City services, Consultant will provide the City evidence of insurance at least 10 days before the expiration of existing coverage.

10. **Limitation of liability.** To the fullest extent permitted by law, Consultant's total liability to the City for injuries, claims, losses, expenses, damages, or claim expenses arising from Consultant's performance, other than amounts insurable under Consultant's insurance policies, will not exceed the total fees paid to Consultant under this Agreement. This limitation applies to claims based on negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. Consultant is not liable under this Agreement for construction or design activities performed by third parties. Nothing in this section limits a liability that applicable law prohibits the parties from limiting.

11. **Assignment.** Consultant may not assign or transfer its obligations under this Agreement without the City's prior written consent.

12. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by hand delivery, nationally recognized overnight courier, certified mail, or email with confirmation of transmission, addressed as follows:

To the City:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

To Consultant:
Keenan E. Smith, AIA
18320 Shepherds Corral
Dripping Springs, TX 78620
(512) 659-5062

Contract No. CIT20261006

keenan.e.smith.aia@gmail.com

Either Party may change its notice address by written notice to the other Party. Notice is deemed received upon delivery if delivered by hand or confirmed email, one (1) business day after deposit with an overnight courier, or three (3) days after deposit in the United States mail, postage prepaid.

13. **Entire agreement; amendments.** This Agreement is the parties' entire agreement concerning these services for the term stated in Section 2 and supersedes prior agreements concerning services during that term. It does not retroactively change payment obligations accrued before October 1, 2026. An amendment must be in writing and signed by both parties.

14. **Severability; waiver.** If a provision is invalid or unenforceable, it will be limited to the extent necessary to be enforceable, and the remaining provisions will remain in effect. A party's failure to enforce a provision is not a waiver of its right to enforce that provision later.

15. **Governing law and venue.** Texas law governs this Agreement. Venue for a dispute arising under this Agreement is in Hays County, Texas.

CITY OF DRIPPING SPRINGS **KEENAN E. SMITH, AIA**

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: October 6, 2026

Agenda Item Wording: Discussion and possible action regarding a Resolution authorizing the publication of Notice of Intention to issue City of Dripping Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2027 and other matters related thereto.

Applicant: City of Dripping Springs

Summary/ Background:

Overview

The proposed resolution authorizes publication of the City's Notice of Intention to issue Combination Tax and Surplus Revenue Certificates of Obligation, Series 2027, in a maximum principal amount not to exceed $48,580,000.

The Certificates would finance wastewater-system improvements, including a new wastewater treatment plant, City-wide SCADA system, collection-system expansion, an effluent holding pond and pump station, treated-effluent distribution improvements, related land or easements, and professional and issuance costs.

Notice and Financing Schedule

The resolution requires newspaper publication for two consecutive weeks, with the first publication at least 46 days before the ordinance authorizing issuance, and continuous posting on the City's website for at least 45 days. The notice sets December 1, 2026 at 6:00 p.m. as the tentative date for Council consideration of the authorizing ordinance.

The Certificates are proposed to be payable from ad valorem taxes as provided by law and additionally secured by surplus wastewater-system revenues. The notice estimates combined principal and interest of $63,631,355.62, an estimated interest rate of 2.62%, and a maximum maturity date of June 1, 2047.

Closing Deadline

The anticipated closing date is January 15, 2027. The loan commitment expires January 31, 2027, so closing must occur before that date.

Next Steps/Schedule:

- Publish the Notice of Intention in a newspaper of general circulation for two consecutive weeks, with the first publication at least 46 days before the ordinance authorization date.
- Post the Notice continuously on the City website for at least 45 days before consideration of the authorizing ordinance.
- Return to City Council on December 1, 2026 for consideration of the ordinance authorizing the Certificates.
- Complete financing documents and related steps necessary for closing.
- Target closing on January 15, 2027, before the loan commitment expires January 31, 2027.

CERTIFICATE FOR RESOLUTION NO. 2026-___

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

We, the undersigned officers and members of the City of Dripping Springs, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a **REGULAR MEETING ON THE 6TH DAY OF OCTOBER, 2026**, and the roll was called of the duly constituted officers and members of the City, to-wit:

Bill Foulds, Jr., Mayor
Taline Manassian, Mayor Pro Tem, Council Member, Place 1
Ana Grace Husted, Council Member, Place 2
Geoffrey Tahuahua, Council Member, Place 3
Travis Crow, Council Member, Place 4
Sherrie Parks, Council Member, Place 5

and all of the persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2027 AND OTHER MATTERS RELATED THERETO

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: ____

NOES: ____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and

that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

3. The Mayor of the City has approved and hereby approves the Resolution; that the Mayor and the City Secretary of the City has duly signed the Resolution; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the 6th day of October, 2026.

_____	_____
City Secretary	Mayor

[CITY SEAL]

RESOLUTION NO. 2026- ___

RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2027 AND OTHER MATTERS RELATED THERETO

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

WHEREAS, the City of Dripping Springs, Texas (the "City") is a duly incorporated Type A general law municipality authorized to issue certificates of obligation pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code (the "Act"); and projects

WHEREAS, the City Council (the "Council") of the City has determined that it is in the best interest of the City to proceed with the issuance of certificates of obligation ("Certificates") to implement certain projects; and

WHEREAS, the Council of the City finds that the payment in whole or in part of contractual obligations incurred or to be incurred for the purposes set forth in Exhibit "A" attached hereto (the "Contractual Obligations") would be beneficial to the inhabitants of the City and are needed to perform essential City functions; and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed $48,580,000 pursuant to the provisions of the Act for the purpose of financing the Contractual Obligations; and

WHEREAS, prior to the issuance of the Certificates, the City is required under the Act to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and continuously on the City's website, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the purpose of the Certificates, (iii) the manner in which the Certificates will be paid, (iv) the then-current principal of all outstanding debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full; (vi) the maximum principal amount of the Certificates; (vii) the estimated combined principal and interest required to pay the Certificates on time and in full; (viii) the estimated interest rate for the Certificates or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the Certificates; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

1. Attached hereto as Exhibit "A" is a form of the Notice of Intention to issue the Certificates, the form and substance of which is hereby adopted and approved.

2. Bond counsel to the City or the City Secretary shall cause the notice to be published in substantially the form attached hereto, in a newspaper (as defined by Subchapter C, Chapter 2051, Texas Government Code) that is of general circulation in the City, for two consecutive weeks, the date of the first publication to be at least 46 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

3. The City Secretary shall cause the notice to be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

4. The City Treasurer, City Administrator, and Deputy City Administrators, along with the City's financial advisor, SAMCO Capital Markets, Inc., and bond counsel are authorized to proceed with preparing any necessary bond and offering documents to effectuate the sale of the Certificates and any other public securities of the City anticipated to be sold at or near the time of the Certificates, including making application to appropriate rating agencies and bond insurers, if applicable.

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

6. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City, and the Mayor, City Secretary, City Administrator, Deputy City Administrators, City Treasurer, and Bond Counsel are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution.

_____

RESOLVED this 6th day of October, 2026.

ATTEST:

CITY OF DRIPPING SPRINGS, TEXAS

_____
City Secretary
City of Dripping Springs, Texas

_____
Mayor
City of Dripping Springs, Texas

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2027

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Dripping Springs, Texas, to issue interest bearing Certificates of Obligation of the City (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) financing the planning, acquisition, design and construction of improvements to the City's wastewater system, including constructing a new wastewater treatment plant, installing a City-wide SCADA electronic monitoring and operations system, expanding the existing wastewater collection system and constructing an effluent holding pond and pump station, treated effluent distribution system improvements, and related costs and the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. The City Council tentatively proposes to consider for first and final reading at a meeting to commence at 6:00 p.m., on December 1, 2026 at 511 Mercer Street, Dripping Springs, Texas 78620, the passage of an ordinance authorizing the Certificates. The maximum amount of the Certificates that may be authorized for such purpose is $48,580,000. The City Council presently proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and is additionally secured by and payable from the surplus revenues of the City's wastewater system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) that are payable from all or part of said revenues.

The following information is required pursuant to Texas Local Government Code, Section 271.049: As of October 6, 2026, the aggregate principal amount of all outstanding debt obligations of the City secured by and payable from ad valorem taxes is $48,720,000. As of October 6, 2026, the combined principal and interest required to pay all outstanding debt obligations of the City secured by and payable from ad valorem taxes on time and in full is $58,656,721. The estimated combined principal and interest required to pay the Certificates on time and in full is $63,631,355.62. The estimated interest rate for the Certificates is 2.62%. Such estimates take into account a number of factors, including the issuance schedule, maturity schedule and the expected rating(s) of the proposed Certificates. Such estimated interest rate is provided as a matter of information but is not a limitation on the interest rate at which the Certificates may be sold. The maximum maturity date of the Certificates is June 1, 2047.

CITY OF DRIPPING SPRINGS, TEXAS

NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2027

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Dripping Springs, Texas, to issue interest bearing Certificates of Obligation of the City (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) financing the planning, acquisition, design and construction of improvements to the City's wastewater system, including constructing a new wastewater treatment plant, installing a City-wide SCADA electronic monitoring and operations system, expanding the existing wastewater collection system and constructing an effluent holding pond and pump station, treated effluent distribution system improvements, and related costs and the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. The City Council tentatively proposes to consider for first and final reading at a meeting to commence at 6:00 p.m., on December 1, 2026 at 511 Mercer Street, Dripping Springs, Texas 78620, the passage of an ordinance authorizing the Certificates. The maximum amount of the Certificates that may be authorized for such purpose is $48,580,000. The City Council presently proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and is additionally secured by and payable from the surplus revenues of the City's wastewater system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) that are payable from all or part of said revenues.

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CITY OF DRIPPING SPRINGS, TEXAS

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who, after being by me duly sworn, upon oath states as follows:

1. As indicated by the position/title below, the undersigned is an employee of the *News-Dispatch*, a newspaper of general circulation in the City of Dripping Springs, Texas (the *Newspaper*) and as such has personal knowledge of the facts stated in this affidavit.

2. The Newspaper satisfies each of the requirements of Subchapter C, Chapter 2051 of the Texas Government Code (*Subchapter C*), so as to constitute an official publication where legal notices may be published.

3. A true and correct copy of the attached NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2027 was published in the Newspaper on the following dates:

Wednesday October 7, 2026

Wednesday October 14, 2026

4. The Newspaper complied with the internet notice requirements of Subchapter C.

Signature:_____

Printed title:_____

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on the _____ day of _____, 2026.

_____
Notary Public in and for
the State of Texas

(NOTARY SEAL)

STAFF REPORT

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

Submitted By: BJ Bealor, Interim Building Official

Council Meeting Date: October 6, 2026

Agenda Item Wording: Discuss and consider approval of an ordinance amending Chapter 24, Article 24.02, Division 8, Section 24.02.351, and repealing Section 24.02.352, of the City Code of Ordinances to adopt the 2021 International Energy Conservation Code without local amendments; establishing transition rules; and providing for findings of fact, repealer, severability, effective date, and proper notice and meeting.

A. Recommended Action

Staff is recommending that the City repeal the 2024 IECC and adopt the 2021 IECC.

B. Background

Over the past few months, there have been multiple concerns raised from local designers, builders, and developers about the City's 2024 International Energy Conservation Code (IECC) adoption. Although most of these concerns dealt with minimal to moderate cost increases, the biggest concern was about the renewable energy requirements.

The 2024 IECC introduces both on-site and off-site renewable energy requirements that apply to commercial permits, with larger buildings generally experiencing the greatest impact. The cost and design implications of these requirements were not fully understood until permit applications were submitted and contractors began revising project bids. These concerns were also not raised by local stakeholders during the City's "Codes and Coffee" meetings held earlier this year as part of the discussion of the new code adoptions.

The on-site renewable energy provisions require property owners and contractors to install renewable energy systems, such as solar or wind generation, resulting in significant upfront costs that may take years to recover through energy savings. The off-site renewable energy options generally involve lower upfront costs but will require property owners to enter into long-term agreements and pay additional ongoing costs through mechanisms such as renewable energy investment funds or green retail tariffs. There are multiple surrounding municipalities that currently operate under the 2021 IECC, and most designers are prepared for these requirements. Not only is the 2021 IECC a common code adoption for our region, but this code is still within two ICC code cycles, and the City's Insurance Services Office (ISO) scores should not be affected. Staff does not recommend any amendments; most 2021 IECC amendments from the North Central Texas Council of Governments are centered around House Bill 3215, which the City already enforces and has complied with since its signing on June 14, 2021.

C. Attachments

Draft Ordinance

City of Dripping Springs

2021 International Energy Conservation Code Adoption Ordinance

ORDINANCE No. YYYY-##

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING CHAPTER 24, ARTICLE 24.02, DIVISION 8, SECTION 24.02.351, AND REPEALING SECTION 24.02.352, OF THE CITY CODE OF ORDINANCES TO ADOPT THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE WITHOUT LOCAL AMENDMENTS; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING

WHEREAS, the City of Dripping Springs, Texas (the City), is authorized to adopt and enforce building energy-efficiency standards and to establish procedures for their administration and enforcement; and

WHEREAS, the City Council finds that adoption of the 2021 edition of the International Energy Conservation Code is in the public interest and will provide a clear, uniform energy-conservation standard for residential and commercial construction applications; and

WHEREAS, the City Council finds that this Ordinance is necessary and proper for the good government, peace, order, and welfare of the City.

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

1. Findings of Fact

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

2. Amendment and Repeal

Chapter 24, Article 24.02, Division 8, Section 24.02.351, Adopted, of the City Code of Ordinances is amended, and Section 24.02.352, Local Amendments, is repealed, as shown in Exhibit A, which is attached to and incorporated into this Ordinance for all purposes.

3. Transition Rules

(a) A building permit issued before the effective date of this Ordinance remains subject to the 2024 International Energy Conservation Code and local amendments in effect when the permit was issued, unless the permittee elects in writing to comply with the 2021 International Energy Conservation Code adopted by this Ordinance.

(b) A building permit application pending on the effective date of this Ordinance shall be processed under the 2021 International Energy Conservation Code adopted by this Ordinance. An applicant may elect in writing, within 10 days after the effective date of this Ordinance, to have the application processed under the 2024 International Energy Conservation Code and local amendments in effect immediately before the effective date of this Ordinance.

4. Repealer

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance, including the provisions adopting the 2024 edition of the International Energy Conservation Code and the local amendments in Section 24.02.352, are repealed to the extent of the conflict or inconsistency.

5. Severability

If any provision, section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each provision, section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses, phrases, or portions may be declared invalid, unconstitutional, or unenforceable.

6. Effective Date

This Ordinance shall take effect immediately upon passage and publication as provided by law.

7. Proper Notice and Meeting

It is officially found and determined that the meeting at which this Ordinance was considered and adopted was open to the public, that public notice of the time, place, and purpose of the meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, and that all other notices required by law in connection with adoption of this Ordinance were provided.

PASSED & APPROVED this, the ___ day of October, _____, 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:

_____
Diana Boone, City Secretary

Exhibit "A"

City of Dripping Springs

CODE OF ORDINANCES

CHAPTER 24 : Building Regulations

ARTICLE 24.02 – Technical and Construction Codes and Standards

DIVISION 9. ENERGY CONSERVATION CODE

Sec. 24.02.351. Adopted.

The city hereby adopts a certain document, one copy of which is on file at the development services building, being marked and designated as the ~~2024~~ 2021 edition of the "International Energy Conservation Code." Such document, as may be amended, is hereby adopted as the energy conservation code of the city, and as such shall apply to all residential and commercial construction applications. The city council may establish procedures for the administration and enforcement of the energy conservation code, and may adopt local amendments to the International Energy Conservation Code.

~~**Sec. 24.02.352. Local amendments.**~~

~~The following sections, paragraphs, and sentences of the 2024 International Energy Conservation Code (IECC) are hereby amended as follows:~~

~~[Below is the amended text as it will read.] Standard type is text from the IFC. Underlined type is text inserted. Lined through type has been removed from the text.~~

~~(a) Section C102.4/R102.4; change to read as follows:~~

~~**C102.4 Referenced Codes and Standards.** The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes and standards, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections C102.4.1 and C102.4.2.~~

~~Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.~~

~~Exception: Where enforcement of a code provision would violate the conditions of the listing of the *equipment* or *appliance*, the conditions of the listing and the manufacturer's installation instruction shall apply.~~

~~**R102.4 Referenced Codes and Standards.** The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes and standards, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2.~~

~~Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.~~

~~Exception: Where enforcement of a code provision would violate the conditions of the listing of the *equipment* or *appliance*, the conditions of the listing and the manufacturer's installation instruction shall apply.~~

~~(b) Sections C103.1/R103.1; amend to insert the Department Name and Building Official.~~

~~**C103.1 Creation of enforcement agency.** The Building Department is hereby created and the official in charge thereof shall be known as the building official.~~

~~[*Remainder unchanged*]~~

~~**R103.1 Creation of enforcement agency.** The Building Department is hereby created and the official in charge thereof shall be known as the building official.~~

~~[*Remainder unchanged*]~~

~~(c) Section C104/R104l; add Section C104.1.2 and R104.1.2 (N1101.4.1) to read as follows:~~

~~**C104.1.2 Alternative compliance.** A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.~~

~~**R104.1.2 (N1101.4.1) Alternative compliance.** A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.5.1.2 (N1102. 5.1.2) and R403.3.7 (N1103.3.7) respectively.~~

~~(d) Section C405.2.10 Sleeping unit and dwelling unit lighting and switched receptacle controls; deleted in its entirety.~~

~~(e) Section R105.2.2 Solar Ready System; deleted in entirety.~~

~~(f) Section R106.3 Permit Valuation; deleted in entirety.~~

Secs. 24.02.3523~~3~~—24.02.390. Reserved.

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Chad Gilpin, City Engineer

Council Meeting Date: 10/6/2026

Agenda Item Wording: **Discuss and consider selection of a bidder and authorize staff to finalize agreement related to the Mercer Street Paseo Phase 2 Project.** *Sponsor: Mayor Pro-Tem Taline Manassian*

Agenda Item Requestor: Chad Gilpin, City Engineer

Summary/Background:

The TIRZ Board Recommended and City of Dripping Springs City Council approved a Budget of $ 200,000 for the Mercer Street Paseo Project. In July 2026, City Staff attempted to Change Order the entire Mercer Street Paseo Project into the Stephenson Building Project. Change Order price quotes exceeded City budget by more than double. City Staff re-evaluated the project and came up with the strategy to stay within budget by completing the project in 3 Phases. The 3 Phases and budgets are summarized below:

Phase 1 - $49,995
Phase 1 was change ordered into the Contract for the Stephenson Building project in July 2026. Phase 1 scope includes the Dumpster Enclosure, associated paving for trash truck maneuvers and Stephenson site work tie-in of curbs and sidewalks.

Phase 2 - $85,400 (Current Award Consideration)
Phase 2 includes the Paseo underground infrastructure & sidewalk. Underground infrastructure includes electrical conduit, light pole foundations, water service sleeving, wastewater service extension, storm drains, tree wells and storm curbs.

Phase 3 – $ 64,605 (Remaining Budget)
It is anticipated that the City will complete Phase 3 at a later date through a combination of DIY City labor forces and direct contract with a Landscape Construction Company. Remaining Phase 3 scope includes landscape plantings, crushed granite, benches, paver step stones, light poles and electric wire pulls.

Project Total - $ 200,000

Four (4) Contractors were invited to bid. Two (2) contractor bids for the referenced project were received.

- Si Environmental, LLC (Formerly Dig Dug Construction)
- S&D Constructors, Inc.

Bids have been evaluated and the low bid is **S&D Constructors, Inc.** with the following bid:

Total Base Bid Amount: $ 85,400.00

Staff recommends award of the Base Bid + an Allowance for a total amount of $100,000.00 to S&D Constructors, Inc. based on evaluation of the bid packages. The allowance amount may be used to complete certain planned Phase 3 finish out items with Phase 2.

Base Bid: $ 85,400.00
Allowance: $ 14,600.00

Total Award Amount: $ 100,000.00

Recommended Council Actions:

City Staff recommends authorizing staff to finalize agreement related to the Mercer Street Paseo Phase 2 Project.

Attachments:

- Bid Tabulation
- S&D Constructors, Inc. - Bid Response Package
- Si Environmental, LLC – Bid Response Package
- Project Manual
- Construction Plans

Next Steps/Schedule:

- Council Award: Tuesday October 6, 2026
- Issue Notice of Award: Wednesday October 7, 2026
- Execute Contract: Friday October 16, 2026
- Issue Notice to Proceed: Monday October 19, 2026
- Complete Construction: Early December

DRIPPING SPRINGS
Texas

September 28, 2006

Shawn Cox
Deputy City Administrator
City of Dripping Springs

RE: Mercer Street Paseo Phase 2
Engineer's Recommendation of Award

Four (4) Conctractors were invited to bid. Two (2) contractor bids for the referenced project were received.

- Si Environmental, LLC (Formerly Dig Dug Construction)
- S&D Constructors, Inc.

Bids have been evaluated and the low bid is **S&D Constructors, Inc.** with the following bid:

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Base Bid: $ 85,400.00
Allowance: $ 14,600.00

Total Award Amount: $ 100,000.00

Attached for reference is the bid tabulation and copies of the bidder's bid response package.

Chad Gilpin, PE
City Engineer

Enclosure:
- Staff Report
- Bid Tabulation
- S&D Constructors, Inc. - Bid Response Package
- Si Environmental, LLC – Bid Response Package
- Project Manual
- Construction Plans

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF

MERCER STREET PASEO
PHASE 2

Prepared For:

DRIPPING SPRINGS
Texas

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

Prepared by:

GILPIN ENGINEERING
9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-27501

AUGUST 2026

STATE OF TEXAS
DANIEL J CRYAN
127112
LICENSED
PROFESSIONAL ENGINEER

8/21/2026

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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2024 Edition), the Hays County Specifications for Roadway Design, Paving and drainage Improvements (2019 Edition), and the City of Austin Standard Specifications Manual (Supplement 6-2024).

DIVISION A
BID INFORMATION & REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
   - *Sign Bid*
   - List *Unit Bid Price* for each item
   - List *Total Amount of Bid*

2. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

3. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.

4. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.

5. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.

6. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

Construction Contract	Rating
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

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

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

8. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

DIVISION B
BID PROPOSAL

Project: **MERCER STREET PASEO – PHASE 2**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall Intake
511 W. Mercer Street
Dripping Springs, Texas 78620

FROM:_____

Contractor

1. The undersigned RESPONDENT 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. RESPONDENT 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 **forty five (45) calendar days** thereafter. RESPONDENT 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. RESPONDENT accepts all of the terms and conditions of the Advertisement, Notice to Respondents and Instructions to Respondents, 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.

4. RESPONDENT will sign and submit the Agreement with the Performance Bond, Payment Bond, and other documents required by the Bid Requirements within 10 calendar days after the date of OWNER's Notice of Award. RESPONDENT will furnish the Maintenance Bond at the time required by the Contract Documents.

5. In submitting Bid, RESPONDENT represents, as more fully set forth in the Agreement, that:

   A. RESPONDENT has examined copies of all the Bid Documents and of the following Addenda (receipt of all which is hereby acknowledged):

      Addendum No.:_____ Dated: _____
      Addendum No.:_____ Dated: _____
      Addendum No.:_____ Dated: _____
      Addendum No.:_____ Dated: _____
      Addendum No.:_____ Dated: _____

   B. RESPONDENT has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, public-use conditions, access constraints, utility conditions, visible surface conditions, drainage, grades, and all local conditions

and Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

C. RESPONDENT has obtained and carefully studied, or assumes responsibility for obtaining and carefully studying, all observations, examinations, investigations, explorations, tests, and studies that RESPONDENT considers necessary for performance of the Work at the Contract Price and within the Contract Time, and RESPONDENT has included in its Bid all work reasonably inferable from the Contract Documents and all incidental and subsidiary work necessary for proper completion of the Project.

D. RESPONDENT has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing underground and aboveground facilities, access limitations, tie-ins, and visible site conditions, and has accounted for such matters in the Bid to the extent reasonably discoverable before bid.

E. RESPONDENT has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents and accepts responsibility for conditions reasonably apparent from the site and Contract Documents.

F. RESPONDENT has given ENGINEER written notice of all patent conflicts, errors, ambiguities, or discrepancies that RESPONDENT has discovered in the Contract Documents before submitting the Bid, and RESPONDENT waives any post-award claim based on a patent ambiguity, conflict, or discrepancy not timely raised before bid.

G. 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; RESPONDENT has not directly or indirectly induced or solicited any other RESPONDENT to submit a false or sham Bid; RESPONDENT has not solicited or induced any person, firm, or corporation to refrain from proposing; and RESPONDENT has not sought by collusion to obtain for itself any advantage over any other RESPONDENT or over OWNER.

H. RESPONDENT acknowledges that Work identified in the Contract Documents as having no separate pay item, being subsidiary to another item, or being incidental to the Work is included in the applicable Bid prices and will not entitle RESPONDENT to additional compensation.

6. The following documents (signed and completed) are attached to and made a condition of this Bid:
   A. Non-Collusion Affidavit
   B. Conflict of Interest Statement

Information From Respondents

7. RESPONDENT acknowledges that additional post-award and closeout documents, including required bonds and insurance documents, shall be furnished at the times specified in the Contract Documents.

RESPECTFULLY SUBMITTED on _____, 2026.

By:_____
(Authorized Signature)

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

_____
(Typed or Printed Name and Title)

Respondent:_____
(Name of Company)

Business Address: _____

_____

_____

Telephone No: _____

IF Respondent is a Corporation:

ATTEST

_____
(Signature of Witness) (Corporate Seal)

_____
(State of Incorporation)

IF Respondent 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.

BID SUMMARY AND TOTALS

Work Area	Description	Proposal Cost
1	General Conditions (Mobilization, Barricades & Signs, Erosion Controls)	$_____
2	Site clearing & Earthwork	$_____
3	Site Flatwork (Concrete sidewalks, DG path, finished grading)	$_____
4	Site Utility Work (Water & Wastewater service)	$_____
5	Site Electrical Work, Light Fixtures & Foundations	$_____
	(1+2+3+4+5) TOTAL AMOUNT BID:	$_____

(PROVIDE DETAILED PROPOSAL TABULATION ON THE FOLLOWING PAGES)

RESPONDENT will complete the Work for the following prices:

WORK AREA 1:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	TXDOT ITEM 500	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
2	TXDOT ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING for_____dollars and_____cents PER MONTH	MO	2	$_____	$_____
3	TXDOT ITEM 506	EROSION CONTROL LOG (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	150	$_____	$_____
4	TXDOT ITEM 506	EROSION CONTROL LOG (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	150	$_____	$_____
(1)		**WORK AREA 1 SUBTOTAL (BID ITEMS 1 - 4)** for_____dollars and_____cents			$_____	$_____

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
5	TXDOT ITEM 100	PREPARING ROW (SITE CLEARING) for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
6	HAYS COUNTY ITEM 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARD	CY	5	$_____	$_____
7	HAYS COUNTY ITEM 1.04	EXCAVATION (HAUL OFF) for_____dollars and_____cents PER CUBIC YARD	CY	15	$_____	$_____
8	HAYS COUNTY ITEM 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARD	CY	5	$_____	$_____
9	HAYS COUNTY ITEM 1.04	SUBGRADE PREPARATION for_____dollars and_____cents PER SQUARE YARD	SY	126	$_____	$_____
(2)		**WORK AREA 2 SUBTOTAL (BID ITEMS 5 - 9)** for_____dollars and_____cents			$_____	$_____

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
10	TXDOT ITEM 531	CONC SIDEWALKS (5" WITH 1'X1' THICKENED EDGES) for_____dollars and_____cents PER SQUARE YARD	SY	115	$_____	$_____
11	PLAN DETAIL	6" FLUSH CURB, NO GUTTER for_____dollars and_____cents PER LINEAR FOOT	LF	20	$_____	$_____
12	PLAN DETAIL	COMPACTED DECOMPOSED GRANITE PATH (4") for_____dollars and_____cents PER SQUARE YARD	SY	11	$_____	$_____
13	PLAN DETAIL	TRAIL STEEL EDGING (BORDER OF DG PATH) for_____dollars and_____cents PER LINEAR FOOT	LF	20	$_____	$_____
14	PLAN DETAIL	LIMESTONE PAVER STEP STONES (SET WITHIN DG PATH) for_____dollars and_____cents PER EACH	EA	6	$_____	$_____
15	PLAN DETAIL	SLOTTED TRENCH DRAIN for_____dollars and_____cents PER LINEAR FOOT	LF	20	$_____	$_____
(3)		**WORK AREA 3 SUBTOTAL (BID ITEMS 10 - 15)** for_____dollars and_____cents			$_____	$_____

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
16	PLAN DETAIL	UTILITY SLEEVE (SCH 40 PVC) (2 INCH) for_____dollars and_____cents PER LINEAR FOOT	LF	92	$_____	$_____
17	PLAN DETAIL	GUTTER DOWNSPOUT EXTENSION (SCH 40 PVC) (4 INCH) for_____dollars and_____cents PER LINEAR FOOT	LF	17	$_____	$_____
18	CITY OF AUSTIN 510-AR	PIPE, 6-IN DIA, SCH 80 PVC (ALL DEPTHS) for_____dollars and_____cents PER LINEAR FOOT	LF	52	$_____	$_____
19	CITY OF AUSTIN 510-AR	2-WAY WW CLEANOUT for_____dollars and_____cents PER EACH	EA	1	$_____	$_____
20	PLAN DETAIL	UTILITY SLEEVE (SCH 40 PVC) (3/4 INCH) for_____dollars and_____cents PER LINEAR FOOT	LF	40	$_____	$_____
(4)		**WORK AREA 4 SUBTOTAL (BID ITEMS 16 - 20)** for_____dollars and_____cents			$_____	$_____

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
21	PLAN DETAIL	DRILL SHAFT (RDWY ILLUMINATION POLE) for_____dollars and_____cents PER LINEAR FOOT	LF	32	$_____	$_____
22	PLAN DETAIL	LIGHT FIXTURE (TYPE A) for_____dollars and_____cents PER LINEAR FOOT	EA	4	$_____	$_____
23	PLAN DETAIL	2" SCHED 40 PVC CONDUIT for_____dollars and_____cents PER LINEAR FOOT	LF	200	$_____	$_____
24	PLAN DETAIL	#10 AL INSULATED WIRE for_____dollars and_____cents PER LINEAR FOOT	LF	400	$_____	$_____
25	PLAN DETAIL	#6 AL BARE WIRE for_____dollars and_____cents PER LINEAR FOOT	LF	200	$_____	$_____
26	PLAN DETAIL	GROUND BOX (TYPE A)(12" x 23" x 11") for_____dollars and_____cents PER EACH	EA	2	$_____	$_____
(5)		**WORK AREA 5 SUBTOTAL (BID ITEMS 21 - 26)** for_____dollars and_____cents			$_____	$_____

DIVISION C
CONTRACT, INSURANCE FROMS & REQUIREMENTS

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the "Contract") made this the _____ day of _____, 2026 ("Effective Date"), by and between _____
(a Texas limited liability company), whose address is _____
(hereinafter called the "Contractor"), and the CITY OF DRIPPING SPRINGS (hereinafter called the "City") acting herein by its City Administrator, Michelle Fischer, 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, utilities, transportation, temporary facilities, fencing, public protection measures, cleanup, restoration, and all other services and incidentals necessary or customarily required for proper completion of the Work in strict accordance with the Contract Documents, whether or not expressly identified as a separate pay item. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **MERCER STREET PASEO – PHASE 2** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the "Work"). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR'S DUTIES

2.1 Construction. Contractor shall construct all Improvements embraced in the **Project** as described in the proposal 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 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 **forty five (45) consecutive calendar days** after receiving the Notice to Proceed. Final acceptance of the Work shall occur only upon the City's written final acceptance after completion of all Work, punch-list items, closeout requirements, and delivery of all documents required by the Contract Documents. Payment of monies due hereunder does not constitute acceptance of the Work or waiver of defective or incomplete Work.

2.4 Applications for Payment. Contractor shall submit applications for payment in the form required by the Contract Documents, together with all supporting documentation required by the

Contract Documents, including updated schedule information, subcontractor reporting, lien-waiver documentation, payroll documentation if applicable, and any other backup reasonably required by the City. Incomplete or inaccurate payment applications may be returned to Contractor for correction and re-submittal, and the City may withhold payment as permitted by the Contract Documents.

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 cause its policies to require at least thirty (30) days' prior written notice to the City of cancellation, non-renewal, or material reduction in coverage, except ten (10) days' notice for cancellation due to non-payment where permitted by law.

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. If any Change Order, amendment, or supplemental agreement increases the Contract Price, Contractor shall, upon City request, furnish any rider, endorsement, or replacement bond necessary to maintain bond coverage in the full amount required by the Contract Documents.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished or 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, or such longer period as may be required elsewhere in the Contract Documents or by law. Contractor further agrees to indemnify and hold the City harmless from all costs encountered in remedying such defects. As a condition precedent to final payment and final acceptance, Contractor shall furnish to the City a two (2) year maintenance bond, in form and substance satisfactory to the City, for the full amount required by the Contract Documents. If Contractor fails to timely commence or complete corrective work after notice, the City may perform or cause others to perform such corrective work and recover all resulting costs from Contractor and/or the maintenance bond surety. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects.
Contractor shall furnish to the City, before final payment and final acceptance, a two (2) year maintenance bond in form and substance satisfactory to the City and in the full amount required by the Contract Documents. 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 Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of lsrael; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

ARTICLE 3. THE CONTRACT PRICE

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of **$**_____. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor's charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City's expense, upon reasonable advance notice at the offices of Contractor and during Contractor's normal business hours, to inspect, copy, and audit all records (except Contractor's trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City's account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor's books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

Exhibit A	Project Manual
Exhibit B	Plans
Exhibit C	Addenda
Exhibit D	Instructions to Bidders
Exhibit E	Certificate of Insurance
Exhibit H	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. References in the Contract Documents to "required bonds" include the Performance Bond, Payment Bond, and Maintenance Bond, each due at the time specified in the Contract Documents. In the event of a conflict, inconsistency, discrepancy, or ambiguity in the Contract Documents, the following order of precedence shall govern: (1) Addenda; (2) this Contract; (3) Supplemental Conditions; (4) General Conditions; (5) Technical Specifications; (6) Plans and Drawings; (7) Details; and (8) schedules, quantity sheets, and general notes. The more specific requirement shall govern over the more general requirement to the extent not inconsistent with the foregoing order of precedence. Contractor shall promptly notify the City and Owner's Representative in writing of any conflict or ambiguity before performing affected Work. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, 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. All performance, payment, and maintenance bonds required by this Contract shall be on forms included in the Contract Documents or otherwise expressly approved in writing by the City Attorney.

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions*.

ARTICLE 6. MISCELLANEOUS

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

6.2 Amendment. This Contract and the proposal 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:	**If to the Contractor:**
City of Dripping Springs	_____
Attn: City Administrator	_____
PO Box 384	_____
Dripping Springs, TX 78620	_____

6.5 Force Majeure. A party shall be excused from timely performance only to the extent its performance is actually delayed by an event beyond its reasonable control and without its fault or negligence; provided, however, that Contractor's relief for delay shall be limited to the relief expressly permitted by the General Conditions and no event of force majeure shall entitle Contractor to compensation except to the extent expressly provided by the Contract Documents.

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 proposal 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. [*See Section C-8 and the General Conditions.*]

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

CITY OF DRIPPING SPRINGS:

_____

Michelle Fischer, City Administrator

CONTRACTOR:

_____
Printed Name and Title

ATTEST:

_____
Signature

_____
Printed Name and Title

CORPORATE CERTIFICATIONS:

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

[CORPORATE SEAL]

_____
Corporate Secretary

_____
Printed Name

_____
Date

SECTION C-2
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
CITY OF DRIPPING SPRINGS
MINIMUM INSURANCE PROVISIONS AND LIMITS
FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS

***Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with* the City of Dripping Springs (City); and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.**

1. Standard ISO commercial general liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations ($2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employer's liability coverage at minimum limits of $1,000,000 each-occurrence, each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of $1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits of $ 1,000,000 each-occurrence/$2,000,000 aggregate where applicable in any underlying coverage. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Waiver of Rights - Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and E/A, and all other individuals or entities identified in the Insurance Rider to be listed as additional named insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional named insured (and the officers, directors, partners, employees, agents,

consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Dripping Springs, together with its officials, officers, employees, agents, and representatives, shall be included as additional insureds on a primary and non-contributory basis, regardless of the application of other insurance, with respect to commercial general liability and automobile liability coverage, for both ongoing operations and completed operations, except to the extent prohibited with respect to workers' compensation or professional liability coverage.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City shall be contained in all policies.

4. All insurance policies shall be endorsed to require the insurer to provide the City prompt written notice of any material reduction in coverage.

5. All insurance policies shall be endorsed to provide the City at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except ten (10) days' prior written notice for cancellation due to non-payment if allowed by law.

6. The additional insured coverage in the CGL policy in favor of the City must apply to the ongoing operations of Contractor for contract costs or up to $1,000,000 and expanded to include products/completed operation for contract costs in excess of $1,000,000.

7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.

9. Insurance must be purchased from insurers that are financially acceptable to the City with a minimum *A.M. Best* financial rating of A-:VII.

10. Coverage for commercial general liability, including products/completed operations coverage and additional insured completed operations coverage in favor of the City, must be maintained for at least two (2) years after final acceptance of the Project or for any longer period required elsewhere in the Contract Documents.

11. For projects in excess of $10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be

furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

- Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

- Certificates of insurance alone are not sufficient to satisfy the additional insured, waiver of subrogation, primary and non-contributory, or notice requirements where endorsement language is required by the Contract Documents. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

PAYMENT BOND
EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereinafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of

_____($_____) Dollars in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs The Owner, dated the ___ day of _____, **2026**, a copy of which is hereto attached and made a part hereof for the construction of

_____

_____

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

(1) Correct name of Contractor
(2) A Corporation, or Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ **2026**.

ATTEST:

_____ _____

(Principal) Secretary PRINCIPAL

By: _____

(SEAL)

_____

Address (State & Zip Code)

_____ _____

Witness as to Principal Telephone Number

_____

Address (State and Zip Code)

ATTEST:

_____ _____

(Surety) Secretary SURETY

By:_____

(SEAL)

_____

Address (State and Zip Code)

_____ _____

Witness as to Surety Telephone No. (Area Code)

_____ _____

Witness Address (State and Zip Code) Surety NAIC No.

_____ _____

Texas Agent for Service Texas Agent Address

_____ _____

Texas Agent Phone/Email Power of Attorney Attached: Yes / No

NOTE: If Contractor is Partnership, all Partners should execute Bond.

NOTE: Bond must be submitted on this form or on a form approved in writing by the City Attorney. Power of Attorney for the attorney-in-fact must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

Telephone No.: _____

The rate of premium on this Bond is _____ per thousand.

Total of premium charge $_____.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

MAINTENANCE BOND
EXAMPLE TEMPLATE

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ ("Contractor") as principal, and _____ ("Surety") as surety are held and firmly bound unto City of Dripping Springs, Texas ("City") as obligee in the full and just sum of [Dollar Amount In Words] [$Dollar Amount], which sum shall be no less than one hundred percent (100%) of the final construction cost, and for which sum, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Contractor has by written agreement dated [insert date here] entered into a contract with City/Obligee to construct certain Improvements as described therein ("Contract") and as further described for reference as: **MERCER STREET PASEO – PHASE 2**.

NOW THEREFORE, if the Contractor shall indemnify and hold harmless the City against loss or damage occasioned directly by the failure of said materials or workmanship, then this obligation to be void, otherwise to remain in full force and effect. It is understood, however, that this bond shall not include loss or damage by failure or workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

NOW, THEREFORE, the Contractor in said Contract and herein, binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the Improvements by the City, the said Improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of the final acceptance of the work by the City, the Contractor binds itself to repair or reconstruct the said improvements in whole or in part at any time within said period and that it will, upon receiving notice, repair or reconstruct said improvements from the date of such notice as the City shall determine to be necessary. If said Contractor does not repair or reconstruct the improvements within the time period designated then the City shall be entitled to have said repairs made and charge said Contractor and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, the condition of this obligation is such that the Surety guarantees: that the Improvements be free of defective workmanship and materials during the maintenance period set forth herein; that Contractor shall keep and perform its said work and keep the same in repair for the said maintenance period of two (2) years, as provided; and, that Contractor holds harmless and indemnifies said City from any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation, then these presents shall be null and void and have no further effect, but if default shall be made by said work or materials or Contractor, then these presents shall remain in full force and effect, and the said City shall have and recover from the said Contractor and Surety, jointly and severally, their heirs, administrators, executors, successors and assigns, all damages, costs and expenses. And in this regard, Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the City.

NOW, THEREFORE, whenever Contractor shall be declared by City to be in default under the Contract, the Surety shall, upon request of City and within ten (10) calendar days from receipt of City's notice of Contractor's default, may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, and
2. Shall hold the City harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner.

NOW, THEREFORE, Surety acknowledges that its obligations under this Bond and as detailed herein and in the Contract Documents are not conditioned on a termination of the Contractor by the City. Surety further acknowledges and agrees that Surety shall obtain the City's approval and consent with respect to the contractor(s) that Surety may retain to replace defaulted Contractor or otherwise honor the obligations under this Bond.

NOW, THEREFORE, this Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

NOW, THEREFORE, Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this Bond may be subject to. If the Surety's obligation under this Bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this Bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusteed to do business in the State of Texas. In addition to the foregoing, If this Bond is in an amount in excess of $100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of $100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this Bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

Signed and sealed this day of _____, _____ .

ATTEST:

_____
(Principal) Secretary

_____
PRINCIPAL

By: _____

(SEAL)

_____
Address (State & Zip Code)

_____
Witness as to Principal

_____
Telephone Number

_____
Address (State and Zip Code)

ATTEST:

_____
(Surety) Secretary

_____
SURETY

By:_____

(SEAL)

_____
Address (State and Zip Code)

_____
Witness as to Surety (Signature)

_____
Telephone No. (Area Code)

_____
Witness Address (State and Zip Code)

_____
Surety NAIC No.

_____
Texas Agent for Service

_____
Texas Agent Address

_____
Texas Agent Phone/Email

_____
Power of Attorney Attached: Yes / No

NOTE: Maintenance bond must be on this form or another form approved in writing by the City Attorney. Power of Attorney for the attorney-in-fact must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

Telephone No.: _____

The rate of premium on this Bond is _____ per thousand.

Total of premium charge $_____.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

NOTICE OF AWARD

To: _____
_____
_____

Project: MERCER STREET PASEO – PHASE 2

The City of Dripping Springs has considered the proposals submitted for the above described project in response to its request for informal bids dated August 21st, 2026 and related information to Respondents.

You are hereby notified that your proposal in the amount of $_____, has been favorably considered for the project by the City. Pursuant to the Instructions to Respondents you are asked to sign the proposed Contract and to return the same, along with the required Certificate of Insurance and Payment Bond and Performance Bond within ten (10) days of your receipt of this Notice, for the approval and signature of the authorized representative of the City.

For the purpose of effective date of the Performance and Payment Bond, and the required Certificate of Insurance, the date of _____ may be considered the date of the Contract, if the Documents are approved by the City.

If you fail to submit the proposed Contract, the required Performance Bond and Payment Bond, and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your proposal will be considered as withdrawn and your proposal bond will be forfeited. Any required Maintenance Bond shall be furnished at the time specified in the Contract Documents as a condition to final payment and final acceptance.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this ____day of _____, 2026.

CITY OF DRIPPING SPRINGS.

_____
City Engineer

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this _____day of _____, 2026.

_____
Authorized Signature

Title:_____

NOTICE TO PROCEED

Date: _____

To: _____

_____

_____

Project: MERCER STREET PASEO – PHASE 2

In accordance with the construction contract dated_____,
you are hereby notified to commence work no later than _____.
Contract time is: **60 calendar days**.
Substantial Completion Date is: _____

CITY OF DRIPPING SPRINGS.

_____
City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

_____

on this the _____day of _____2026.

_____
Authorized Signature

_____
Name:

Title:_____

EQUAL OPPORTUNITY CLAUSE

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separarted veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

WAGE DETERMINATION

Wage Rates. Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20260007 05/18/2026 below:

"General Decision Number: TX20260007 05/18/2026

State: Texas

Construction Types: Heavy

Counties: Texas Counties of
Atascosa, Bandera, Bastrop, Bell, Bexar,
Brazos, Burleson, Caldwell, Comal,
Coryell, Guadalupe, Hays, Kendall,
Lampasas, McLennan, Medina, Robertson,
Travis, Williamson and Wilson

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McLennan and Williamson Counties) Construction Projects

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUTX2011-006 08/03/2011

	Rates	Fringes
WELDER	$ 15.97	0.00
TRUCK DRIVER: TANDEM AXLE TRACTOR W/SEMI TRAILER	$ 12.81	0.00
TRUCK DRIVER: SINGLE OR TANDEM AXLE DUMP TRUCK	$ 11.68	0.00
TRUCK DRIVER (SINGLE AXLE)	$ 11.79	0.00
TRUCK DRIVER (OFF ROAD HAULER)	$ 11.88	0.00
TRUCK DRIVER (LOWBOY-FLOAT)	$ 15.66	0.00

TRAFFIC SIGNALIZATION: TRAFFIC SIGNAL
INSTALLATION, (TRAFFIC SIGNAL/LIGHT POLE WORKER)...$ 16.00
0.00
STEEL WORKER (STRUCTURAL).....$ 19.29
0.00
STEEL WORKER (REINFORCING).....$ 14.00
0.00
SERVICER.....$ 14.51
0.00
POWER EQUIPMENT OPERATOR: SCRAPER.....$ 12.27
0.00
POWER EQUIPMENT OPERATOR: MOTOR GRADER, ROUGH.....$ 14.63
0.00
POWER EQUIPMENT OPERATOR: MOTOR GRADER, FINE GRADE..$ 18.51
0.00
POWER EQUIPMENT OPERATOR: MECHANIC.....$ 17.10
0.00
POWER EQUIPMENT OPERATOR: FRONT END LOADER, 3 CY OR
LESS.....$ 13.04
0.00
POWER EQUIPMENT OPERATOR: FOUNDATION DRILL, TRUCK
MOUNTED.....$ 16.93
0.00
POWER EQUIPMENT OPERATOR: CRAWLER TRACTOR.....$ 15.67
0.00
POWER EQUIPMENT OPERATOR: BROOM OR SWEEPER.....$ 11.04
0.00
POWER EQUIPMENT OPERATOR: BOOM TRUCK.....$ 18.36
0.00
POWER EQUIPMENT OPERATOR: ASPHALT DISTRIBUTOR.....$ 15.55
0.00
POWER EQUIPMENT OPERATOR: (TRENCHING MACHINE,
HEAVY).....$ 18.48
0.00
POWER EQUIPMENT OPERATOR: (SPREADER BOX).....$ 14.04
0.00
POWER EQUIPMENT OPERATOR: (ROLLER, OTHER).....$ 10.50
0.00
POWER EQUIPMENT OPERATOR: (ROLLER, ASPHALT).....$ 12.78
0.00
POWER EQUIPMENT OPERATOR: (RECLAIMER/PULVERIZER)....$ 12.88
0.00
POWER EQUIPMENT OPERATOR: (PAVEMENT MARKING
MACHINE).....$ 19.17
0.00
POWER EQUIPMENT OPERATOR: (MILLING MACHINE).....$ 14.18
0.00
POWER EQUIPMENT OPERATOR: (LOADER/BACKHOE).....$ 14.12
0.00
POWER EQUIPMENT OPERATOR: (FRONT END LOADER, OVER 3
CY).....$ 13.21
0.00
POWER EQUIPMENT OPERATOR: (EXCAVATOR OVER 50,000

LBS).....$ 17.71
0.00
POWER EQUIPMENT OPERATOR: (EXCAVATOR 50,000 LBS OR
LESS).....$ 12.88
0.00
POWER EQUIPMENT OPERATOR: (DIRECTIONAL DRILLING
OPERATOR).....$ 17.24
0.00
POWER EQUIPMENT OPERATOR: (DIRECTIONAL DRILLING
LOCATOR).....$ 11.67
0.00
POWER EQUIPMENT OPERATOR: (CRANE, LATTICE BOOM OVER
80 TONS).....$ 19.38
0.00
POWER EQUIPMENT OPERATOR: (CRANE, LATTICE BOOM 80
TONS OR LESS).....$ 15.87
0.00
POWER EQUIPMENT OPERATOR: (CRANE, HYDRAULIC 80 TONS
OR LESS).....$ 18.36
0.00
POWER EQUIPMENT OPERATOR: (CONCRETE PAVEMENT
FINISHING MACHINE).....$ 15.48
0.00
POWER EQUIPMENT OPERATOR: (ASPHALT PAVING MACHINE)..$ 14.36
0.00
POWER EQUIPMENT OPERATOR: (AGRICULTURAL TRACTOR)....$ 12.69
0.00
PAINTER (STRUCTURES).....$ 18.34
0.00
LABORER: PIPELAYER.....$ 12.79
0.00
LABORER: ASPHALT RAKER.....$ 12.12
0.00
LABORER (WORK ZONE BARRICADE SERVICER).....$ 11.85
0.00
LABORER (LABORER, UTILITY).....$ 12.27
0.00
LABORER (LABORER, COMMON).....$ 10.50
0.00
LABORER (FLAGGER).....$ 9.45
0.00
FORM BUILDER/FORM SETTER (STRUCTURES).....$ 12.87
0.00
FORM BUILDER/FORM SETTER (PAVING & CURB).....$ 12.94
0.00
ELECTRICIAN.....$ 26.35
0.00
CEMENT MASON/CONCRETE FINISHER (PAVING AND
STRUCTURES).....$ 12.56
0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Architect (E/A):
Name: Chad Gilpin, P.E. – City Engineer
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-220-8100
E-mail: cgilpin@cityofdrippingsprings.com

The designated representative of the OWNER as outlined in Article 8 of the General Conditions:

Owner's Representative:
Name: Michelle Fischer – City Administrator
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-858-4725
E-mail: MFischer@cityofdrippingsprings.com

DIVISION D
CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addendum - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.

1.2 Alternative Dispute Resolution - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.

1.3 Bid - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.

1.4 Bidder - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

1.5 Bid Documents - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.

1.6 Calendar Day - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.

1.7 Change Directive - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.

1.8 Change Orders - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.

1.9 Claim - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

1.10 Contract - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.

1.11 Contract Amount - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.

1.12 Contract Awarding Authority - A City department authorized to enter into Contracts on behalf of the City.

1.13 Contract Documents - Project Manual, Drawings, Addenda and Change Orders.

1.14 Contract Time - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.15 CONTRACTOR - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.

1.16 Critical Path - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.

1.17 Drawings - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.

1.18 Due Date - The date and time specified for receipt of Bids.

1.19 Engineer/Architect (E/A) - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.

1.20 Equal - The terms "equal" or "approved equal" shall have the same meaning.

1.21 Execution Date - Date of last signature of the parties to the Agreement.

1.22 Field Order - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.

1.23 Final Completion - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.

1.24 Force Account - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.

1.25 Inspector - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.

1.26 Invitation for Bid (IFB) - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.

1.27 Legal Holidays

1.27.1 The following are recognized by the OWNER:

Holiday	Date Observed
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

1.27.2 If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.27.3 Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

1.28 Milestones - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.29 Notice to Proceed - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.30 OWNER - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.

1.31 Owner's Representative - The designated representative of the OWNER.

1.32 Partial Occupancy or Use - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.

1.33 Project - The subject of the Work and its intended result.

1.34 Project Manual - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.

1.35 Resident Project Representative - The authorized representative of E/A who may be assigned to the site or any part thereof.

1.36 Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.

1.37 Specifications - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.

1.38 Solicitation - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.

1.39 Substantial Completion - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.

1.40 Subcontractor - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.

1.41 Sub-Subcontractor - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

1.42 Superintendent - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.

1.43 Supplemental General Conditions - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.

1.44 Supplier - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.45 Time Extension Request - An approved request for time extension on a form acceptable to OWNER.

1.46 Work - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.

1.47 Working Day - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.

1.48 Working Hours

1.48.1 Working Day Contract: All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.

1.48.2 Calendar Day Contract: All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.

1.49 Written Notice - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Agreement, Bonds, Insurance, etc.: Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

2.2 Copies of Documents: OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.

2.3 Commencement of Contract Times; Notice to Proceed: The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

2.4 Before Starting Construction:

2.4.1 No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

2.4.2 It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

.1 A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;

.2 An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;

.3 A preliminary schedule of Shop Drawing and sample submittals;

.4 A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during

construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;

.5 If applicable, an excavation safety system plan;

.6 If applicable, a plan illustrating proposed locations of temporary facilities;

.7 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and

.8 Appropriate safety training certificates for workers that will initially be on site.

2.4.3 Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.

2.5 Preconstruction Conference: Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.

2.6 Initially Acceptable Schedules: Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent:

3.1.1 The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

Signed Agreement
Addendum to the Contract Documents, including approved changes
Supplemental General Conditions
General Conditions
Other Bidding Requirements and Contract Forms
Special Provisions to the Standard Technical Specifications
Special Specifications
Standard Technical Specifications
Drawings (figured dimensions shall govern over scaled dimensions)
Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

3.1.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.2 Reporting and Resolving Discrepancies: If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

3.3 Amending and Supplementing Contract Documents:

3.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

.1 Change Order.

.2 Change Directive.

.3 Time Extension Request.

3.3.2 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

.1 Field Order.

.2 Review of a Shop Drawing or sample.

.3 Written interpretation or clarification.

3.4 Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.

3.5 In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS

4.1 Availability of Lands: The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access.

CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

4.2 Subsurface and Physical Conditions:

4.2.1 CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.

4.2.2 CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.

4.2.3 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and

Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

4.3 Reference Points: All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

4.4 Hazardous Materials:

4.4.1 CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

4.4.2 CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.4.3 The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

4.4.4 Hazardous material definitions and procedures.

.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all

necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

.5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**

4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Surety and Insurance Companies: All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding $100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2 Workers' Compensation Insurance Coverage:

5.2.1 Definitions:

.1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.

.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the

services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

5.2.2 CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.

5.2.3 CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.

5.2.4 If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.

5.2.5 CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:

.1 A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

5.2.6 CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

5.2.7 CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

5.2.8 CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

5.2.9 CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.2 Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.

5.2.10 By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

5.2.11 CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.

5.3 Other Bond and Insurance Requirements: For additional insurance requirements, refer to Division C.

5.4 Bonds:

5.4.1 General.

.1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

.2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

.3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment

Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

.4 Each bond shall identify the Principal exactly as named in the Agreement, shall describe the Work exactly as stated in the Agreement or other Contract Documents, shall be dated no earlier than the date of the Agreement, and shall be accompanied by the surety's power of attorney and such other supporting information as OWNER may reasonably require, including evidence of authority to do business in Texas and Treasury-list or reinsurance compliance if applicable.

.5 References in the Contract Documents to "required bonds" include the Performance Bond, Payment Bond, and Maintenance Bond, each to be furnished at the time specified in the Contract Documents.

5.4.2 Performance Bond.

.1 If the Contract Amount exceeds $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.

.2 If the Contract Amount exceeds $25,000 but is less than or equal to $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.

.3 If the Contract Amount is less than or equal to $25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.

.4 If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

5.4.3 Payment Bond.

.1 If the Contract Amount exceeds $50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.

.2 If the Contract Amount is less than or equal to $50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

5.4.4 Maintenance Bond.

.1 Before final payment and final acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond, in form and substance satisfactory to OWNER,

to assure the quality of the materials and workmanship and maintenance of all required improvements, including OWNER'S costs of enforcing the bond and administering the correction and/or replacement of covered improvements.

.2 The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.

.3 Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.

.4 In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.

.5 Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

6.1.1 CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.1.2 CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.

.1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does

not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.

.2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

6.2 Labor, Materials and Equipment:

6.2.1 CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.

6.2.2 Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.2.3 All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.2.4 Substitutes and "Approved Equal" Items:

.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. No substitution or "approved equal" request shall be made after bid except with the prior written approval of OWNER. OWNER and E/A may reject any proposed substitution in their sole reasonable discretion. Contractor shall bear all costs and risks associated with any requested substitution, including review time, redesign, coordination, delay, incompatibility, lifecycle impacts, and rework. If a substitution request is allowed, it shall be submitted through Owner's Representative under the following circumstances:

.1.1 "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.

.1.2 Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.

.2 Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.

.3 E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.

.4 CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.

.5 The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.

6.2.5 CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

6.3 Progress Schedule: Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

6.3.1 CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

6.3.2 Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

6.4 Concerning Subcontractors, Suppliers and Others:

6.4.1 Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

6.4.2 Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

6.4.3 CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than $10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

6.4.4 CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

6.4.5 CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.

6.4.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.

6.4.7 CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.

6.4.8 To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will

provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

6.5 Patent Fees and Royalties:

6.5.1 CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.

6.5.2 CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.

6.5.4 OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

6.6 Permits, Fees: Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

6.7 Laws and Regulations:

6.7.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

6.7.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

6.7.3 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and

damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

6.7.4 This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

.1 Prepare Storm Water Pollution Prevention Plan (SWPPP).

.2 CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.

.3 Posting of TCEQs "Construction Site Notice" near the main entrance of the work.

.4 Inspection and Maintenance of all erosion/sedimentation controls.

.5 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.

.6 .Upon completion of the Work, provide TPDES records to OWNER."

6.8 Taxes:

6.8.1 CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.

6.8.2 OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.9 Use of Premises:

6.9.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against**

all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.

6.9.2 During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contact Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

6.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents: CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) current record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders, written interpretations, and clarifications in good order and annotated on a current basis to show all changes made during construction, including field adjustments, concealed conditions encountered, utility relocations, deviations from plan alignment or grade, and all other changes relevant to final record drawings. Failure to maintain current record documents shall constitute grounds for withholding payment. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

6.11 Safety and Protection:

6.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

.1 all persons on the Work site or who may be affected by the Work;

.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

.3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

6.11.3 Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.

6.11.4 Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.

6.11.5 Emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

6.12 Continuing the Work: CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

6.13 CONTRACTOR's General Warranty and Guarantee:

6.13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

.2 normal wear and tear under normal usage.

6.13.2 CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

.1 observations by Owner's Representative and/or E/A;

.2 recommendation of any progress or final payment by Owner's Representative;

.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

.4 use or occupancy of the Work or any part thereof by OWNER;

.5 any acceptance by OWNER or any failure to do so;

.6 any review of a Shop Drawing or sample submittal;

.7 any inspection, test or approval by others; or

.8 any correction of defective Work by OWNER.

6.14 INDEMNIFICATION:

6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:

.1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and

.2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.

In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.

6.14.2 The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.14.3 The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.

6.14.4 In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.

6.15 Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

6.16 Losses from Natural Causes: Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

6.17 Notice of Claim: Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.18 Liquidated Damages: CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

7.2 CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

7.3 If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

7.4 OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.

7.5 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.

8.2 OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

8.3 OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.

8.4 Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.

8.5 The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).

8.6 **Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 E/A's Authority and Responsibilities:

9.1.1 The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.

9.1.2 E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations

applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

9.1.3 E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.1.4 If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.1.5 The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

9.2 E/A assisting Owner's Representative: E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.

9.3 Visits to Site: If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.

9.4 Resident Project Representative: If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.

9.5 Clarifications and Interpretations: E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or

interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.

9.6 Rejecting Defective Work: E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9.7 Shop Drawings: Refer to Contract documents for E/A's authority concerning Shop Drawings.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes:

10.1.1 Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.

10.1.2 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR’s proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner’s Representative, including impacts to the approved Progress Schedule, unless Owner’s Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner’s Representative within seven (7) Calendar Days, unless Owner’s Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.

10.1.3 CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.

10.1.4 Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR’s opinion, will result in a change in the Contract Amount and/or Contract Times.

10.1.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.2 Change Orders:

10.2.1 OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:

.1 a change in the Work;

.2 the amount of the adjustment in the Contract Amount, if any; and

.3 the extent of the adjustment in the Contract Time, if any.

10.2.2 An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

10.3 Change Directives:

10.3.1 Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

10.3.2 If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.

10.3.3 A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.

10.3.4 Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

10.4 Field Order:

10.4.1 Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.

10.4.2 If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE OR ANY OTHER MONETARY RELIEF FOR ANY EVENT OF DELAY, DISRUPTION, INTERFERENCE, HINDRANCE, RESEQUENCING, SUSPENSION, OR INEFFICIENCY, INCLUDING DELAYS RELATED TO UTILITIES, OTHER CONTRACTORS, REVIEW TIMES, ACCESS RESTRICTIONS, PUBLIC-USE CONSTRAINTS, WEATHER, PROCUREMENT, OR COORDINATION, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY APPLICABLE LAW. CONTRACTOR'S SOLE REMEDY FOR ANY SUCH EVENT SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME TO THE EXTENT EXPRESSLY PROVIDED BY THE CONTRACT DOCUMENTS.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.1 The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.

11.2 The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.

11.3 The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. In addition to the foregoing, CONTRACTOR shall provide written notice to OWNER and Owner's Representative within three (3) calendar days after CONTRACTOR first becomes aware, or reasonably should become aware, of any act, omission, condition, directive, delay, disruption, or event that may give rise to a claim for additional compensation, time, or other relief. Failure to provide such prompt notice shall waive the claim to the extent OWNER is prejudiced. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

11.4 Determination of Value of Work:

11.4.1 The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

.1 by application of unit prices contained in the Contract Documents to the quantities of the items involved.

.2 by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.

.3 by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).

.4 No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

11.4.2 Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

11.5 Cost of Work: If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

11.5.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

11.5.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

11.5.4 The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by

Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

11.6 Unit Price Work:

11.6.1 Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

11.6.2 When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.

11.6.3 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.6.4 A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or $50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.

11.6.5 OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:

.1 the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or

.2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 Working Day and Calendar Day Contracts:

12.1.1 The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start

of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.

12.1.2 When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.

12.1.3 When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.

12.1.4 OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:

.1 Changes ordered in the work which justify additional time.

.2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:

a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.

b) If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.

c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).

d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).

e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).

.3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.

.4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

12.2 Calendar Day Contracts:

12.2.1 Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.

12.2.2 "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.

12.2.3 Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
May	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

12.2.4 CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

13.1 Notice of Defects: Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.

13.2 Access to Work: OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

13.3 Tests and Inspections:

13.3.1 CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.3.2 OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:

.1 for inspections, tests or approvals covered by paragraph 13.3.3 below;

.2 that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;

.3 for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and

.4 as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.

13.3.3 If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

13.3.4 CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.4 Uncovering Work:

13.4.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

13.4.2 If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in

question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

13.5 OWNER May Stop the Work:

13.5.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

13.5.2 If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

13.6 Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.7 Warranty period:

13.7.1 If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

(i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and

(ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

13.7.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

13.7.3 If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

13.7.4 The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

13.8 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

13.9 OWNER May Correct Defective Work: If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment:

14.1.1 No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of

the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

14.1.2 Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.

14.1.3 Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

14.1.4 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.

14.1.5 Where the original Contract Amount is less than $400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is $400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.

14.1.6 Applications for Payment shall include the following documentation:

.1 updated Progress Schedule

.2 updated submittal and procurement status;

.3 monthly subcontractor report;

.4 conditional lien waivers for the current payment period and unconditional lien waivers for the previous payment period;

.5 certified payroll documentation if required by law or the Contract Documents;

.6 any other documentation required under the Supplemental General Conditions or reasonably requested by OWNER.

14.2 CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

14.3 Review of Applications for Progress Payment:

14.3.1 Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.3.2 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

.1 the Work has progressed to the point indicated; and

.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

14.3.3 By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

.1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;

.2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;

.3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or

.4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.4 Decisions to Withhold Payment:

14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

.1 defective Work not remedied;

.2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;

.3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

.5 damage to OWNER or another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;

.8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;

.9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;

.10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;

.11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;

.12 failure of CONTRACTOR to submit monthly subcontractor reports;

.13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;

.14 failure of CONTRACTOR to comply with any provision of the Contract Documents.

14.4.2 When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.

14.5 Payment Becomes Due: Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

14.6 Arrears: No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.

14.7 Substantial Completion:

14.7.1 When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish

responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

14.7.2 If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

14.7.3 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

14.8 Partial Utilization: Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

14.8.2 Such partial utilization is authorized by public authorities having jurisdiction over the Work.

14.9 Final Inspection: Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment: CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;

14.10.2 Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

14.10.3 Record documents (as provided in paragraph 6.10);

14.10.4 Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;

14.10.5 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;

14.10.6 Any other documentation called for in the Contract Documents.

14.11 Final Payment and Acceptance:

14.11.1 If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.

14.11.2 If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.

14.11.3 Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

14.11.4 The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:

.1 CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and

.2 CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

14.12 Waiver of Claims: The making and acceptance of final payment will constitute:

14.12.1 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work Without Cause: At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

15.2 OWNER May Terminate Without Cause: Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.2.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.2.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

15.2.3 other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

15.3 OWNER May Terminate With Cause:

15.3.1 Upon the occurrence of any one or more of the following events:

.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;

.2 if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;

.3 if CONTRACTOR disregards the authority of Owner's Representative;

.4 if CONTRACTOR makes fraudulent statements;

.5 if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;

.6 if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or

.7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

15.3.2 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

15.4 CONTRACTOR May Stop Work or Terminate: If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract

Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

15.5 Discretionary Notice to Cure: In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.

15.6 Bankruptcy: If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.

15.7 Duty to Mitigate: In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

15.8 Responsibility during Demobilization: While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Filing of Claims:

16.1.1 Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

16.1.2 Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented,

claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

16.2 Alternative Dispute Resolution:

16.2.1 If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

16.2.2 Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2.3 Mediation:

.1 If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.

.2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously

uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

16.4 RESERVED

ARTICLE 17 – MISCELLANEOUS

17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.

17.2 Extent of Agreement: This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

17.3 Cumulative Remedies: The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

17.4 Severability: If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

17.5 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to

this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

17.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

17.8 OWNER'S Right to Audit:

17.8.1 Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

.1 accounting records;

.2 written policies and procedures;

.3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);

.4 original estimates and estimating work sheets;

.5 correspondence;

.6 Change Order files (including documentation covering negotiated settlements);

.7 back charge logs and supporting documentation;

.8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;

.9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;

.10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and

.11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

17.8.2 CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

17.8.3 CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to

OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

17.8.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

17.8.5 CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.

17.9 Survival: The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.

17.10 No Waiver: The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.

17.11 Conditions Precedent to Right to Sue. Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.

17.12 Waiver of Trial by Jury. OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

End of Document

DIVISION E
TECHNICAL SPECIFICATIONS

All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2024 Edition) and the Hays County Specifications for Roadway Design, Paving and drainage Improvements (2019 Edition).

Where Hays County Specifications for Roadway Design, Paving, and Drainage Improvements are in conflict with TxDOT Specifications, Hays County Specifications shall supersede. Where additional project-specific requirements are provided in the Contract Documents, they shall be interpreted in accordance with the order-of-precedence provisions of the Agreement and Supplemental Conditions. Contractor shall promptly request clarification of any apparent conflict before performing affected Work.

PREPARED BY:

DANIEL CRYAN
127112
LICENSED
PROFESSIONAL ENGINEER
6/10/2026

DANIEL CRYAN, P.E. DATE

Plan Set Markups for Mercer Street Paseo Phase 2 Proposal Request (August 21, 2026)

Items crossed out have been completed by others, or are not required for the current contractor proposal pricing request. See Plan Sheet 6 for general Phasing Plan locations.

APPROVED BY:

TORY CARPENTER - CITY PLANNING DIRECTOR — DATE 07/21/2026

CHAD GILPIN, P.E. - CITY ENGINEER — DATE 07/20/2026

CITY UTILITIES DIRECTOR — DATE 07/20/2026

Dillon Polk (Jul 20, 2026 09:38:26 CDT)
DILLON POLK - ESD #6 FIRE MARSHAL — DATE 07/20/2026

DRIPPING SPRINGS WATER SUPPLY CORPORATION — DATE 7-17-2026

CITY OF DRIPPING SPRINGS SITE DEVELOPMENT PERMIT #: SD2026-010

CONTRACTOR:_____

CONSTRUCTION START:_____

CONSTRUCTION ACCEPTED:_____

APPLICABLE BUILDING CODES & ORDINANCES
ALL CONSTRUCTION SHALL BE GOVERNED BY THE ADOPTED SET OF BUILDING CODES AS LISTED BELOW AND ANY LOCAL AMENDMENTS FOUND IN DRIPPING SPRINGS' TECHNICAL AND CONSTRUCTION STANDARDS AS LISTED IN THE CODES & STANDARDS ARTICLE OF THE CITY CODE OF ORDINANCES

2018 INTERNATIONAL BUILDING CODE (IBC)
2018 INTERNATIONAL PLUMBING CODE (IPC)
2018 INTERNATIONAL FUEL GAS CODE (IFGC)
2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2018 INTERNATIONAL FIRE CODE (IFC)
2023 NATIONAL ELECTRIC CODE (NEC)
2012 TEXAS ACCESSIBILITY STANDARDS (TAS)

PREPARED BY:

GILPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

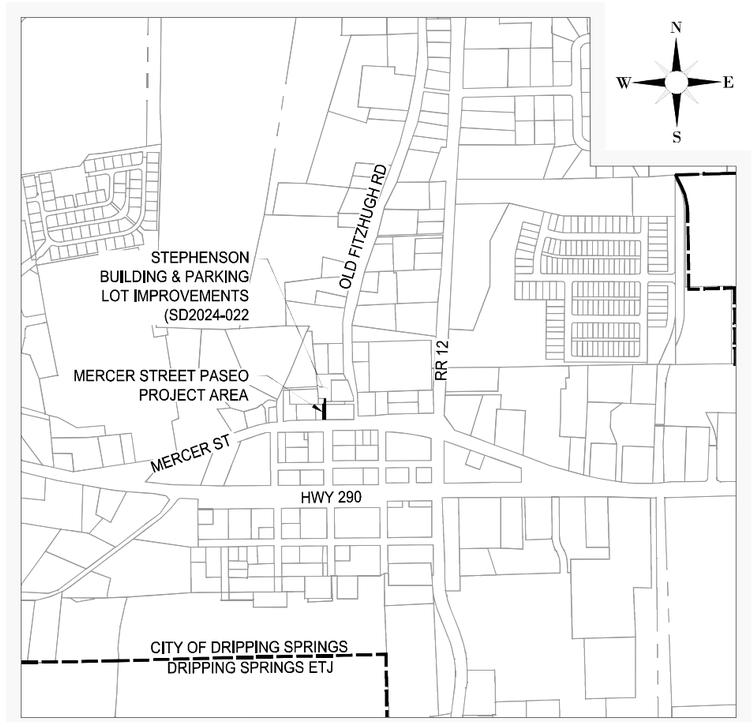
CONSTRUCTION PLANS
MERCER STREET PASEO

JUNE 2026

LEGAL DESCRIPTION: 1.4289 ACRES IN THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS CO, TX (COMPRISED OF 4 TRACTS: 0.4659 AC TRACT, 0.4456 AC TRACT, 0.4597 AC TRACT ALL CONVEYED IN VOL. 3772 PG 775 AND 0.0569 AC TRACT CONVEYED IN DOC. NO. 24008706, OPRHCT)

WORK TYPE: ALLEY IMPROVEMENTS INCLUDING SIDEWALK PAVING, ~~CURB & GUTTER,~~ LIGHT FIXTURES, UTILITY SERVICE EXTENSIONS, ~~LANDSCAPE PLANTINGS, DUMPSTER ENCLOSURE, PARKING LOT PAVING~~, AND MISCELLANEOUS SITE IMPROVEMENTS

PROJECT AREA: 0.136 ACRES
TOTAL PARCEL AREA: 1.429 ACRES
TOTAL IMPERVIOUS COVER: 0.972 ACRES (68%) - NO INCREASE IN IC FROM CURRENT PROJECT



APPROX. SCALE: 1" = 1,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS

DRIPPING SPRINGS
Texas

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CIVIL PLAN SHEETS ARE FULL SIZE AT 11" X 17"

ELECTRICAL SHEETS ARE FULL SIZE AT 36" X 24"

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. NO PORTION OF THIS PROJECT IS LOCATED WITHIN A FLOODPLAIN, AS INDICATED ON FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105G DATED JANUARY 17, 2025 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.
6. WATER SERVICE PROVIDER: DRIPPING SPRINGS WSC
7. WASTE WATER SERVICE PROVIDER: CITY OF DRIPPING SPRINGS
8. NOTE - THE CITY OF DRIPPING SPRINGS WILL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF ALL UTILITIES AND FACILITIES, INCLUDING STORMWATER UTILITIES.
9. ZONING: GUI (GOVERNMENT / UTILITY / INSTITUTIONAL)
10. WATERSHED: ONION CREEK
11. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF WORK OF THE DESIGN ENGINEER.
12. A WATER QUALITY BMP MAINTENANCE PLAN HAS BEEN PREPARED FOR THIS SITE AND IS RECORDED IN DOCUMENT #SD2024-022, CITY HALL, CITY OF DRIPPING SPRINGS, TEXAS.

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 INCLUDING THE CITY, THE CONTRACTOR, 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 NEW OR SALVAGED 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 ¼ 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. PERMANENT WATER QUALITY PONDS OR CONTROLS WILL BE CLEANED OUT AND FILTER MEDIA WILL BE INSTALLED PRIOR TO/CONCURRENTLY WITH RE-VEGETATION OF SITE.
6. COMPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING.
7. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL RE-VEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND 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.

E. PROJECT NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR THE HAUL-OFF OF DEBRIS AND CONSTRUCTION SPOILS AS PART OF THIS PROJECT. ROADWAY BASE AND ASPHALT FOUND TO BE IN GOOD CONDITION MAY BE STOCKPILED ON-SITE AT THE DIRECTION OF THE CITY UPON APPROVAL OF THE CITY ENGINEER.
2. CONTRACTOR SHALL MAINTAIN SAFE AND CONTINUOUS ACCESS TO ALL FIRE LANES, DRIVEWAYS, SIDE STREETS, AND OTHER ACCESS ROUTES DESIGNATED BY THE CITY AT ALL TIMES UNLESS A TEMPORARY CLOSURE IS APPROVED IN WRITING BY THE CITY ENGINEER. CONTRACTOR SHALL PROVIDE ALL TEMPORARY TRAFFIC, PEDESTRIAN, AND PUBLIC-ACCESS CONTROL MEASURES NECESSARY TO MAINTAIN SUCH ACCESS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ANY ADDITIONAL TRAFFIC CONTROL SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC. ALL TRAFFIC CONTROL DEVICES SHALL BE COMPLIANT WITH THE CURRENT TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

CITY OF DRIPPING SPRINGS
STANDARD WASTEWATER UTILITY CONSTRUCTION NOTES
JUNE 2024

1. ALL WASTEWATER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF AUSTIN AND TCEQ 30 TAC, CHAPTER 217 REQUIREMENTS.
2. CONTRACTOR SHALL GUARANTEE THE WORK AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE CITY OF DRIPPING SPRINGS.
3. ALL GAS, ELECTRIC, AND TELECOMMUNICATION LINES MUST CROSS BELOW WASTEWATER MAINS AND SERVICE LINES THAT ARE LESS THAN 5 FEET DEEP, ANY LINE THAT CANNOT CROSS UNDER WILL REQUIRE APPROVAL FROM THE CITY OF DRIPPING SPRINGS
4. BEDDING FOR GRAVITY WASTEWATER LINES, FORCE MAINS, LOW PRESSURE SEWER LINES, AND TREATED EFFLUENT LINES SHALL CONTAIN GREATER THAN 70% OF TOTAL ANALYSIS OF ¾" TO 1 ½" ROCK WITH A 6 OUNCE NONWOVEN GEOTEXTILE FABRIC, MEETING EITHER TXDOT DMS 6200 OR TYPE 1 COA 620S, PLACED OVER THE BEDDING. CONTRACTOR SHALL PROVIDE A MINIMUM 5 GALLON BUCKET SAMPLE OF THE PROPOSED BEDDING MATERIAL FOR CITY OF DRIPPING SPRINGS APPROVAL.
5. WHEN GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, RECOMMENDATIONS ON BEDDING AND BACKFILL SHALL BE PROVIDED BY A GEOTECHNICAL ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION. ALL RECOMMENDATIONS SHALL BE APPROVED BY THE CITY OF DRIPPING SPRINGS.
6. CONTRACTOR SHALL ADHERE TO CITY OF AUSTIN STANDARD 1100S-1 FOR WASTEWATER MANHOLE RING ADJUSTMENTS IN PAVED AREAS.
7. GRAVITY WASTEWATER LINES SHALL BE PVC SDR 26 ASTM D3034 IF LOCATED GREATER THAN 9 FEET FROM A WATERLINE. IF LESS THAN 9 FEET (OUTSIDE OF PIPE OR MANHOLE TO OUTSIDE OF PIPE) FROM ANY WATER LINE, PIPE SHALL BE PVC SDR 26 ASTM D2241 PRESSURE RATED PIPE.
8. FORCE MAINS SHALL BE MINIMUM PVC SDR 26 ASTM D2241 PRESSURE RATED PIPE IN LABELED BROWN POLY BAG.
9. TREATED EFFLUENT LINES SHALL BE MINIMUM PVC SDR 21 ASTM D2241 USING ONLY FACTORY MOLDED PURPLE PRESSURE RATED PIPE.
10. ALL WASTEWATER MANHOLES OR LARGE DIAMETER CLEANOUTS ARE TO BE COATED WITH CEMENTITIOUS LINING (SEWPERCOAT® OR APPROVED EQUAL) PER CITY OF AUSTIN REQUIREMENTS. EXISTING MANHOLES WHERE CONNECTIONS ARE MADE TO THE CITY SEWER SYSTEM SHALL BE COATED OR RECOATED AFTER CONNECTIONS ARE MADE OR AFTER MANHOLE ADJUSTMENTS ARE MADE.
11. ENGINEER AND CONTRACTOR SHALL COORDINATE WITH THE DRIPPING SPRINGS WSC REGARDING WATER LINE AND WATER SERVICE LINE CROSSINGS.
12. CONTRACTOR SHALL INSTALL BOLTED MANHOLE LIDS (EAST JORDAN V2432 OR APPROVED EQUAL) WITH MINIMUM TOP OF LID 10"-12" ABOVE FINISHED GRADE ON ALL MANHOLES OUTSIDE PAVEMENT USING CITY OF DRIPPING SPRINGS WASTEWATER DETAIL.
13. WASTEWATER MANHOLE LIDS SHALL HAVE "SANITARY SEWER" CAST IN THE LID.
14. CITY OF DRIPPING SPRINGS' INSPECTOR SHALL OBSERVE INSTALLATION OF ALL TAPS ONTO WASTEWATER LINES.
15. CITY OF DRIPPING SPRINGS' INSPECTOR SHALL BE NOTIFIED 48 HOURS PRIOR TO ALL UTILITY LINE TESTING BY CALLING THE CITY 512-858-4725 OR THE DESIGNATED INSPECTOR IDENTIFIED AT THE PRECONSTRUCTION MEETING.
16. CONTRACTOR SHALL PERFORM THE FOLLOWING TESTING ON ALL TYPES OF WASTEWATER IMPROVEMENTS AT HIS EXPENSE:
    a. GRAVITY WASTEWATER LINES AND SERVICES - LOW PRESSURE AIR TEST PER TCEQ CHAPTER 217.57.
    b. GRAVITY WASTEWATER LINES - MANDREL DEFLECTION TESTING AFTER 30 DAYS OF FINAL BACKFILL PER TCEQ CHAPTER 217.57.
    c. GRAVITY WASTEWATER LINES - TELEVISED UPON COMPLETION OF ALL CONSTRUCTION INCLUDING DRY UTILITIES AND PRIOR TO PAVING. CONTRACTOR SHALL PROVIDE THE VIDEOS OF THE PIPES TO THE CITY OF DRIPPING SPRINGS PRIOR TO ACCEPTANCE.
    d. WASTEWATER MANHOLES - VACUUM TEST @ 10 INCHES OF MERCURY FOR 3 MINUTES. THE MANHOLE SHALL HAVE PASSED THE TEST IF THE VACUUM DOES NOT DROP BELOW 9 INCHES OF MERCURY (-4.5 PSIG) WITHIN 3 MINUTES OF THE TIME THE INSPECTOR STARTED THE TEST. NO VACUUM TESTING WILL BE ACCEPTED BY THE CITY OF DRIPPING SPRINGS UNTIL COMPLETION OF MINIMUM FIRST COURSE OF BASE IS INSTALLED.
    e. FORCE MAINS AND TREATED EFFLUENT LINES - HYDROSTATICALLY TEST TO A MINIMUM OF 50 PSI ABOVE NORMAL WORKING PRESSURE AS DETERMINED BY THE CITY OF DRIPPING SPRINGS WASTEWATER ENGINEER AND/OR DESIGN ENGINEER FOR A MINIMUM PERIOD OF 4 HOURS PER TCEQ 217.68.
    f. PRESSURE SEWER MAINS - HYDROSTATICALLY TEST TO A MINIMUM 25 PSI ABOVE NORMAL WORKING PRESSURE OR 1.5 TIMES WORKING PRESSURE, WHICH EVER IS LARGER AS DETERMINED BY THE CITY OF DRIPPING SPRINGS WASTEWATER ENGINEER AND/OR DESIGN ENGINEER FOR A MINIMUM PERIOD OF 4 HOURS PER TCEQ 217.99.
    g. EXISTING WASTEWATER FACILITIES - PRETEST AND POSTTEST EXISTING LINES AND MANHOLES WHEN CONNECTING TO EXISTING FACILITIES AT CONTRACTOR'S SOLE EXPENSE.
17. NO TREES SHALL BE LOCATED CLOSER THAN 10 FEET FROM PUBLIC WASTEWATER MAINS OR SERVICE LINES TO BE MAINTAINED BY THE CITY.
18. WASTEWATER LINES SHALL BE CONSTRUCTED SO THE DRIPPING SPRINGS CITY CAN PERFORM MAINTENANCE ON THEM WHEN NECESSARY THIS INCLUDES:
    a. NO WALLS CONSTRUCTED OVER OR WITHIN SIX FEET OF A WASTEWATER LINE WITHOUT PRIOR APPROVAL FROM THE DRIPPING SPRINGS CITY STAFF OR ITS ENGINEERS.
    b. NO SIGNS CONSTRUCTED OVER OR WITHIN SIX FEET OF A WASTEWATER LINE WITHOUT PRIOR APPROVAL FROM DRIPPING SPRINGS CITY STAFF OR ITS ENGINEERS.
    c. NOTHING CAN BE BUILT OR PLACED WITHIN THE DRIPPING SPRINGS CITY EASEMENTS THAT CANNOT BE EASILY MOVED BY CITY STAFF TO PERFORM MAINTENANCE
    d. ALL WASTEWATER LINES MUST BE CONSTRUCTED OUT OF THE FLOW LINE OF OTHER UTILITY TRENCHES, UNLESS CROSSING AT LEAST A 45 DEGREES ANGLE.
    e. NO WASTEWATER LINE WILL BE CONSTRUCTED IN THE FLOWLINE OF A DRAINAGE DITCH.
19. ALL TESTING EQUIPMENT AND METHODS SHALL BE INSPECTED AND APPROVED BY THE CITY OF DRIPPING SPRINGS PRIOR TO START OF TESTING. ALL OIL FILLED GAUGES SHALL BE PROPERLY SECURED WITH FACES POINTING UPWARDS. NO LOOSE GAUGES WILL BE ACCEPTED.
20. ALL CORING OF MANHOLES AND WET WELLS SHALL HAVE WRITTEN APPROVAL BY THE CITY OF DRIPPING SPRINGS PRIOR TO INSTALLATION. CONTRACTOR SHALL ALSO PROVIDE AN INVERT MODIFICATION SKETCH FOR APPROVAL BY CITY OF DRIPPING SPRINGS WASTEWATER ENGINEER OF THE PROPOSED INVERT CHANGE FOR APPROVAL PRIOR TO INSTALLATION.
21. CITY OF AUSTIN DETAIL 506S-7 SHALL BE USED FOR DROP MANHOLE DETAILS AND PRECAST MANHOLES ON CAST IN PLACE BASES.
22. CITY OF DRIPPING SPRINGS WASTEWATER SERVICE DETAIL SHALL BE USED ON ALL WASTEWATER SERVICE INSTALLATIONS.

GLEPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:



6/10/2026

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REVISIONS:

NO.	REVISION	DATE

DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS
Texas

PROJECT:

MERCER
STREET PASEO

SHEET TITLE:

GENERAL NOTES

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_SOQ.dwg

SCHEDULE OF QUANTITIES:

[redacted]

See Mercer Street Paseo Phase 2
Bid Form for break out of quantities
required for Phase 2 work areas

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE HAYS COUNTY SPECIFICATIONS FOR ROADWAY DESIGN, PAVING AND DRAINAGE ARE IN CONFLICT WITH TXDOT SPECIFICATIONS LISTED ABOVE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

NOTE: CONTRACTOR SHALL FURNISH, INSTALL, MAINTAIN, ADJUST, AND REMOVE ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNS, PEDESTRIAN CONTROLS, AND OTHER PUBLIC-PROTECTION MEASURES NECESSARY TO SEPARATE PARK VISITORS FROM THE WORKZONE AND MAINTAIN SAFE PUBLIC USE OF ADJACENT AREAS. NO SEPARATE PAY ITEM WILL BE MADE FOR THIS WORK.

REFER TO NOTES ON TYPICAL SECTION PLAN SHEETS FOR ADDITIONAL INFORMATION RELATED TO SPECIFIC MATERIAL REQUIREMENTS.

HAYS COUNTY ITEM 1.04:
THIS ITEM IS FULL COMPENSATION FOR AUTHORIZED EXCAVTION; DRYING; UNDERCUTTING SUBGRADE IN ROCK CUTS AND REWORKING OR REPLACING THE UNDERCUT MATERIAL; HAULING; DISPOSAL OF MATERIAL NOT USED ELSEWHERE ON THE PROJECT; SCARIFICATION AND COMPACTION; AND EQUIPMENT, LABOR, MATERIALS, TOOLS, AND INCIDENTALS.

TXDOT ITEM 100 - PREPARING RIGHT OF WAY
CONTRACTOR SHALL CLEAR AREAS SHOWN ON THE PLANS OF ALL OBSTRUCTIONS, EXCEPT THOSE LANDSCAPE AND UTILITY FEATURES THAT ARE TO BE PRESERVED AS NOTED ON THE PLANS. UPON RECEIVING NOTICE TO PROCEED CONTRACTOR SHALL STAKE THE LIMITS OF SITE CLEARING ACTVITIES REQUIRED AND REQUEST APPROVAL FROM THE ENGINEER OR CITY'S INSPECTOR PRIOR TO THE START OF SITE CLEARING ACTIVITIES.
THIS ITEM INCLUDES PAYMENT FOR REMOVAL OF EXISTING STRUCTURES SUCH AS EXISTING CONCRETE SIDEWALK, MISCELLANEOUS CONCRETE, BRICK, LUMBER, ERODED ROCK AND SILT DEPOSITS, VEGETATION, CURB AND GUTTER, MISCELLANEOUS STONE, ETC. THIS ITEM INCLUDES TREE AND BRUSH REMOVAL, CLEARING AND GRUBBING AS NECESSARY TO PREPARE THE WORK AREA.

TXDOT ITEM 164 - HYDRO MULCH SEED
SEED MIX SHALL BE NATIVE TRAIL MIX BY NATIVE AMERICAN SEED (HTTPS://SEEDSOURCE.COM/NATIVE-TRAIL-MIX/). SEED SHALL BE APPLIED AT A RATE PER THE MANUFACTURERS RECOMMENDATIONS.

THERE WILL BE NO SEPARATE PAY ITEM FOR WATERING OR TEMPORARY IRRIGATION NECESSARY TO ESTABLISH RE-VEGETATION. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

THERE WILL BE NO SEPARATE PAY ITEM FOR FURNISHING AND PLACING TOPSOIL. ON-SITE EXCAVATED SOILS OR ON-SITE SOIL STOCKPILES MAY BE USED FOR TOPSOIL, AND EMBANKMENT PURPOSES UPON APPROVAL BY THE ENGINEER. FOR THE PURPOSES OF ESTABLISHING VEGETATION IN AREAS SHOWN ON PLANS THE CONTRACTOR HAS THE OPTION OF USING ON-SITE SOILS OR BRINGING IN OFF-SITE TOPSOIL (WITH THE ENGINEER'S APPROVAL), THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING VEGETATION.

TXDOT ITEM 310 - PRIME COAT
ALLOW PRIME COAT MATERIAL TO CURE PRIOR TO PLACING HMAC. AE-P PRIME COAT SHALL BE ALLOWED TO CURE 48 TO 72 HOURS, ALTERNATIVELY CSS-1H DILUTED TO 30/70 MAY BE USED TO ALLOW A RAPID CURING (TYPICALLY 2 HOURS)

TXDOT ITEM 341 - HOT MIX ASPHALT CONCRETE PAVEMENT
HMAC SHALL BE PAID FOR BY THE SQUARE YARD (SY).
HMAC SHALL BE APPLIED AT THE FOLLOWING RATES:

HMAC TY B, C & D	115 LBS/SY/IN
PRIME COAT	0.2 GAL/SY
TACK COAT	0.1 GAL/SY

GILPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
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ENGINEER'S SEAL:



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REVISIONS:

NO.	REVISION	DATE

DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS
Texas

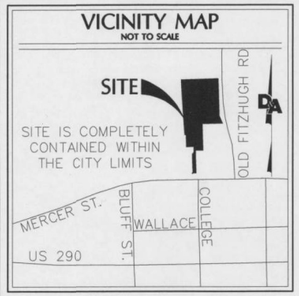
PROJECT:
MERCER
STREET PASEO

SHEET TITLE:
SCHEDULE OF QUANTITIES

G:_PROJECTS\DS-CITY ENGINEERING\GCITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_SOQ.dwg

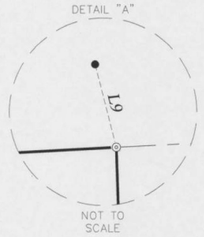
MINOR PLAT OF STEPHENSON CIVIC DISTRICT
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

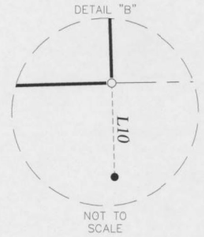
VICINITY MAP
NOT TO SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N36°38'01"E	15.96'
L2	N02°08'28"W	27.48'
L3	S88°26'48"W	39.41'
L4	S88°12'01"W	7.26'
L5	S88°35'41"W	40.04'
L6	S02°08'28"E	20.01'
L7	S87°33'23"W	0.48'
L8	S88°22'50"W	19.99'
L9	S75°35'30"W	1.94'
L10	N88°09'23"E	1.23'

RECORD LINE TABLE		
LINE	BEARING	DISTANCE
(L1)	N38°35'E	16.12'
(L2)	N00°14'E	27.49'
(L3)	S88°53'07"W	N/A
(L4)	S88°36'50"W	7.26'
(L5)	S89°00'15"W	39.96'
(L6)	S00°14'W	N/A
(L7)	S89°30'W	0.48'
(L8)	S89°30'W	20.00'





LEGEND
- PROPERTY LINE
- EXISTING PROPERTY LINE
- ADJOINER PROPERTY LINE
- PROPOSED EASEMENT [AS NOTED]
- ● 1/2" IRON ROD FOUND [UNLESS NOTED]
- ⊙ 1/2" IRON PIPE FOUND
- ▲ "MAG" NAIL IN DRIVEWAY FOUND
- ○ 1/2" IRON ROD WITH "DOUCET" CAP SET
- ⊕ COTTON SPINDLE FOUND
- HAYS COUNTY BENCHMARK
- P.O.B. POINT OF BEGINNING
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- R.O.W. RIGHT-OF-WAY
- R.P.R.H.C.T. REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS, HAYS COUNTY, TEXAS
- (.....) RECORD INFORMATION

0 1" 2"
GRAPHIC SCALE: 1" = 30'

HAYS COUNTY MONUMENT #56 (GRID)
N=13,981171.35'
E=2,251,337.88'
ELEV.=1,146.25'

S75°11'20"W 4,864.08'

PARCEL ID: 26703
ASPEN LEAF PROPERTIES LLC
LOTS 5, 6, 7, AND 8, BLOCK 7, ORIGINAL TOWN OF DRIPPING SPRINGS
DOC. NO. 21043085
O.P.R.H.C.T.

DESCRIBED IN:
VOL. 0, PG. 513
D.R.H.C.T.

POINT OF BEGINNING
GRID COORDINATES:
N=13,982,414.66
E=2,256,039.97

PARCEL ID: 26678
SUSAN H. MCFARLAND, ET AL
(NO ACREAGE GIVEN)
VOL. 296, PG. 800
D.R.H.C.T.

PARCEL ID: 168897
VINTAGE HAVEN LLC
UNIT 4
SPRINGS PROVISIONS
PLAZA CONDOMINIUMS
DOC. NO. 22018771
O.P.R.H.C.T.

PARCEL ID: 23565
CARTER CORE FUND I, LP
CALLED 0.76 ACRE
DOC. NO. 18008098
O.P.R.H.C.T.

DESCRIBED IN:
DOC. NO. 16008039
O.P.R.H.C.T.

PARCEL ID: 23572
RICHARD R. GARZA, ET AL
CALLED 1.02 ACRE
DOC. NO. 24009200
O.P.R.H.C.T.

EAST LINE DESCRIBED IN:
VOL. 775, PG. 822
R.P.R.H.C.T.

(N00°14'E 100.00')
N01°42'37"W 100.00'
20' P.U.E. (BY PLAT)
5/8" "STAUDT"
5/8" UNDER CURB
S01°42'37"E 100.00'
(S00°14'W 100.00')
4.02'
3/4"
36.03'
(LEANING)
S01°29'28"E 140.09'
(S01°02'39"E 140.08')
N76°01'22"E 58.38'
CP1 (OPUS)
S88°33'13"W 108.62'
(S88°57'21"W 108.60')
(IN CHINABERRY)
S01°37'27"E 199.75'
(S01°10'06"E 199.94')
S23°17'14"E 44.44'
(S23°02'05"E 44.29')

(N01°21'58"W 63.78')
N01°41'34"W 63.85'
(N03°19'50"W 56.56')
N04°03'12"W 56.41'
(N03°18'30"W 79.90')
N03°45'02"W 79.79'
39.98'
39.81'
(N3°42'23"W 80.12')
N03°42'23"W 80.12'
(N02°46'40"W 80.26')
N03°09'16"W 79.93'
WITH 1/4" IRON ROD IN CENTER
SEE DETAIL "A"
(N88°13'36"E 100.05')
N88°10'42"E 99.67'
(N88°40'58"E 100.23')
N88°18'33"E 100.42'
SEE DETAIL "B"

1.4289 ACRES
LOT 1, BLOCK 1

PARCEL ID: 23573
TRACT ONE (1)
CALLED 0.4659 ACRES
VOL. 3772, PG. 776
DOC. NO. 90029788
O.P.R.H.C.T.

PARCEL ID: 23574
TRACT TWO (2)
CALLED 0.4456 ACRES
VOL. 3772, PG. 776
DOC. NO. 90029788
O.P.R.H.C.T.

55' R.O.W. RESERVATION (BY PLAT)

CITY OF DRIPPING SPRINGS
CALLED 1.3712 ACRES
VOL. 3772, PG. 776
DOC. NO. 90029788
O.P.R.H.C.T.

"CUNNINGHAM ALLEN INC"

PARCEL ID: 17921
215 OLD FITZHUGH LIMITED PARTNERSHIP
TRACT 2
CALLED 1.285 ACRES
DOC. NO. 16014703
O.P.R.H.C.T.

PARCEL ID: 60325
TRACT THREE (3)
CALLED 0.4597 ACRES
VOL. 3772, PG. 776
DOC. NO. 90029788
O.P.R.H.C.T.

20' DRAINAGE EASEMENT (BY PLAT)

PARCEL ID: 144738
CITY OF DRIPPING SPRINGS
CALLED 0.0569 ACRES
DOC. NO. 24008706
O.P.R.H.C.T.

DESCRIBED IN:
VOL. 278, PG. 277
D.R.H.C.T.

MERCER STREET
(75' WIDE R.O.W.)
BOOK T, PG. 426
P.R.H.C.T.

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

PARCEL ID: 62387
RAMBO LODGE
NUMBER 426, AF&AM
(NO CALLED ACREAGE)
VOL. 154, PG. 1
D.R.H.C.T.

PARCEL ID: 26694
CHARLES W. HAYDON AND SHERRY E. HAYDON
SECOND TRACT
CALLED 0.6844 ACRE
DOC. NO. 18024191
O.P.R.H.C.T.

PARCEL ID: 168894
BEAST PROPERTIES, LLC
UNIT 1
SPRINGS PROVISIONS
PLAZA CONDOMINIUMS
DOC. NO. 20025732
O.P.R.H.C.T.

PARCEL ID: 23576
JOHN SCOTT, JR., JANIE SCOTT, AND JESSIE SCOTT
TRACT 2
DOC. NO. 20033912
O.P.R.H.C.T.

DESCRIBED IN:
VOL. R, PG. 337
VOL. T, PG. 426
D.R.H.C.T.

PARCEL ID: 91736
KATHY ANN HUEY GREEN AND ROBERT GREEN
LOT 2, CLARENCE T. SHELTON SUBDIVISION
DOC. NO. 18035683
O.P.R.H.C.T.

DESCRIBED IN:
BOOK 8, PG. 195
P.R.H.C.T.

PARCEL ID: 23566
MERCER STREET HOLDINGS, LLC
LOTS 1 AND 2 AND A PORTION OF LOT 3, BLOCK 2
W.T. CHAPMAN'S FIRST ADDITION
DOC. NO. 16035261
O.P.R.H.C.T.

DESCRIBED IN:
VOL. P, PG. 372
D.R.H.C.T.

PARCEL ID: 23575
WEETON PROPERTIES, LLC
CALLED 0.443 ACRE
DOC. NO. 15038080
O.P.R.H.C.T.

OLD FITZHUGH ROAD
(VARIABLE WIDTH R.O.W.)
(NO RECORDING INFO FOUND)

DOUCET
A Kleinfelder Company
Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10194551

Date:	08/11/2025
Scale:	1" = 30'
Drawn by:	JWF
Reviewer:	BSS
Project:	25002582.001A
Sheet:	1 OF 2
Field Book:	558
Party Chief:	BSS
Survey Date:	04/18/2024

GILPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

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REVISIONS:

NO.	REVISION	DATE

DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS
Texas

PROJECT:
MERCER STREET PASEO

SHEET TITLE:
EXISTING PLAT

1 OF 2

4 OF 3

Item # 12.

232

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_PLAT.dwg

MINOR PLAT OF STEPHENSON CIVIC DISTRICT
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

OWNER'S ACKNOWLEDGMENT:
STATE OF TEXAS
CITY OF DRIPPING SPRINGS
HAYS COUNTY, TEXAS

KNOW ALL ME BY THESE PRESENTS:

THAT THE CITY OF DRIPPING SPRINGS, TEXAS, BEING THE OWNER OF 1.4289 ACRES IN THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, HAYS COUNTY, TEXAS, BEING COMPRISED OF FOUR (4) SEPARATE TRACTS: TRACT ONE: DESCRIBED AS TRACT ONE (1), A 0.4659 ACRE TRACT; TRACT TWO: DESCRIBED AS TRACT TWO (2), A 0.4456 ACRE TRACT; TRACT THREE: DESCRIBED AS TRACT THREE (3), A 0.4597 ACRE TRACT, ALL CONVEYED IN VOLUME 3772, PAGE 775 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND TRACT FOUR: DESCRIBED AS A 0.0569 ACRE TRACT, CONVEYED IN DOCUMENT NUMBER 24008706 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 1.4289 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

MINOR PLAT OF STEPHENSON CIVIC DISTRICT

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 27th DAY OF August A.D. 2025.

Michelle J. Fischer
MICHELLE J. FISCHER
CITY ADMINISTRATOR
CITY OF DRIPPING SPRINGS, TEXAS

THE STATE OF TEXAS
THE COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE, ON THIS DAY PERSONALLY APPEARED MICHELLE J. FISCHER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 27th DAY OF August A.D. 2025.

Glorisela Rivas
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

GLORISELA RIVAS
Notary Public, State of Texas
Comm. Expires 10-22-2028
Notary ID 135140274

STATE OF TEXAS
CITY OF DRIPPING SPRINGS
HAYS COUNTY, TEXAS

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 25th DAY OF September, 2025 A.D. AT 8:29 O'CLOCK A M., AND DULY RECORDED ON THE 25th DAY OF September, 2025 A.D. AT 8:29 O'CLOCK A M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER 25035635.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 25th DAY OF September, 2025 A.D.

Elaine H Cardenas by JJ Cordillo, Deputy
ELAINE HANSON CARDENAS, MBA, PHD COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
CITY OF DRIPPING SPRINGS
HAYS COUNTY, TEXAS

THIS SUBDIVISION HAS BEEN APPROVED BY THE CITY OF DRIPPING SPRINGS ON THE 13 DAY OF February, 2025.

Tory Carpenter 9-10-25
TORY CARPENTER, PLANNING DIRECTOR

CHAD GILPIN 9-9-2025
CHAD GILPIN, P.E. – CITY ENGINEER

9/9/25
RICK BROUN, GENERAL MANAGER
DRIPPING SPRINGS WATER SUPPLY CORP.
WATER SERVICE PROVIDER

9/9/25
DANE SORENSON – UTILITIES DIRECTOR
WASTEWATER SERVICE PROVIDER

ENGINEER:
DOUCET AND ASSOCIATES
7401 B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TX 78735

SURVEYOR:
DOUCET AND ASSOCIATES
7401 B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TX 78735

UTILITY PROVIDERS:
WATER: DRIPPING SPRINGS WATER SUPPLY CORPORATION (DSWSC)

WASTEWATER: CITY OF DRIPPING SPRINGS

ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE (P.E.C.)

GAS: TEXAS GAS SERVICE

EMERGENCY SERVICES: HAYS COUNTY ESD #1 & #6

SCHOOL DISTRICT: DRIPPING SPRINGS ISD

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS CITY LIMITS.
2. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
4. THIS PLAT IS LOCATED WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON MAP NUMBER 48209C0105F, DATED SEPTEMBER 02, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
7. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF DRIPPING SPRINGS.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. GAS SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICE.
10. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
12. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED ACCORDING TO THE CITY OF DRIPPING SPRINGS.
13. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
14. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED.
15. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING, THAT OBSTRUCT OR LIMIT FLOW SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
16. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.

ENGINEER'S CERTIFICATION:
STATE OF TEXAS
HAYS COUNTY, TEXAS

I, JOE GRASSO, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

Joe Grasso 8-11-25
JOE GRASSO, P.E. DATE
TEXAS REGISTRATION NO. 73285
DOUCET, A KLEINFELDER COMPANY
7401B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TEXAS 78735

STATE OF TEXAS
JOE GRASSO
73285
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:
STATE OF TEXAS
CITY OF DRIPPING SPRINGS
HAYS COUNTY, TEXAS

KNOW BY ALL MEN THESE PRESENTS:
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR (R.P.L.S.) IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS, TEXAS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Joshua P. Armendariz 8-11-25
JOSHUA P. ARMENDARIZ, R.P.L.S. DATE
TEXAS REGISTRATION NO. 6822
DOUCET, A KLEINFELDER COMPANY
7401B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TEXAS 78735
JARMENDARIZ@KLEINFELDER.COM

STATE OF TEXAS
JOSHUA P. ARMENDARIZ
6822
REGISTERED
PROFESSIONAL
LAND SURVEYOR

SURVEYORS NOTES:
COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD83 (2011), EPOCH 2010. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00008 AND USING CP1 (OPUS) (SHOWN HEREON) AS THE ORIGIN POINT.
US SURVEY FEET.

CP1 (OPUS)
N=13,982,550.27'
E=2,256,153.37'

THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND ARE NOTED FOR INFORMATIONAL PURPOSES ONLY. THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

DOUCET
A Kleinfelder Company
Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10194551

Date:	08/11/2025
Scale:	N/A
Drawn by:	JWF
Reviewer:	BSS
Project:	25002582.001A
Sheet:	2 OF 2
Field Book:	558
Party Chief:	BSS
Survey Date:	04/18/2024

GILPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

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REVISIONS:

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DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS
Texas

PROJECT:
MERCER
STREET PASEO

SHEET TITLE:
EXISTING PLAT
2 OF 2

5 OF 3

Item # 12.

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_PLAT.dwg

EROSION & SEDIMENTATION CONTROL NOTES:

1. IF DISTURBED ARE IS NOT TO BE WORKED ON FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY VEGETATION, MULCH, TARP, OR RE-VEGETATIVE MATTING.
2. THE CITY'S INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION AND SEDIMENTATION CONTROLS ON-SITE TO KEEP PROJECT IN COMPLIANCE WITH CITY OF DRIPPING SPRINGS RULES AND REGULATIONS.
3. CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS AND MULCHING AS PER ECM 1.4.5 (A), OR AS DIRECTED BY THE CITY'S INSPECTOR.
4. CONTRACTOR SHALL CLEAN UP SPOILS THAT MIGRATE ONTO THE ROADS A MINIMUM OF ONCE DAILY.
5. PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
6. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.

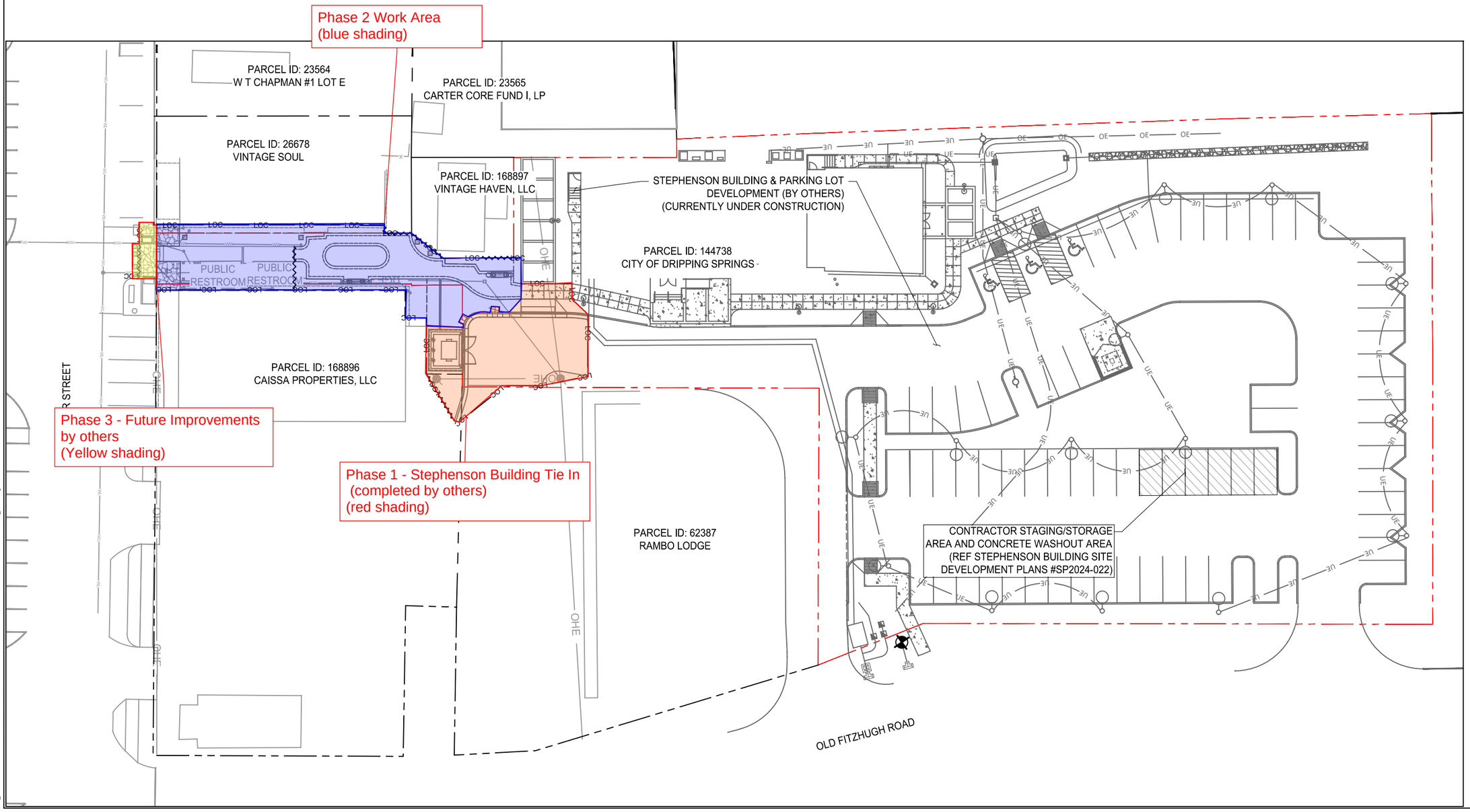
N

0' 20' 40'

SCALE : 1 " = 40'

LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- LOC LOC LIMITS OF CONSTRUCTION
- SILT FENCE/MULCH SOCK



G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_ESC.dwg

GLENN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:



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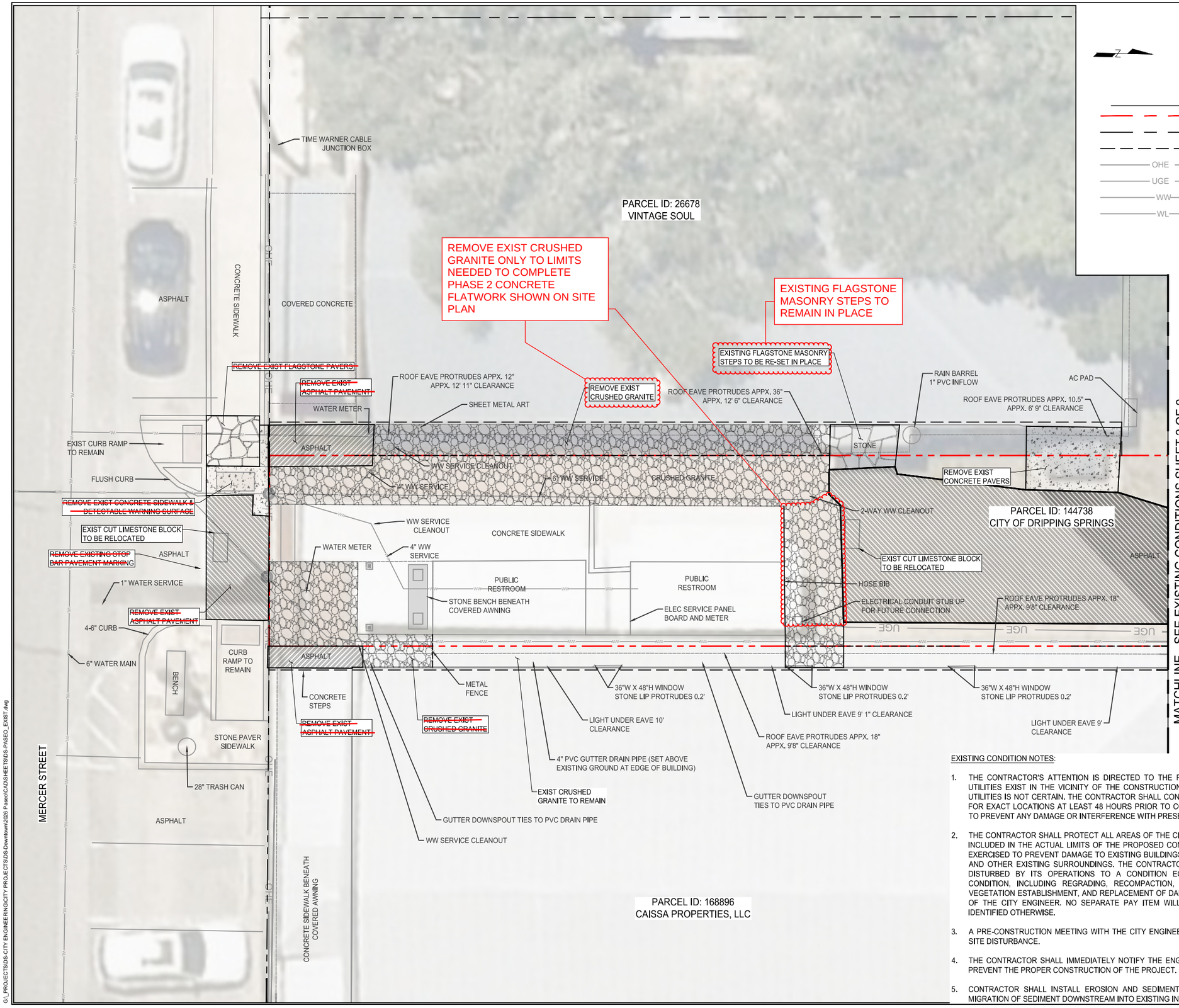
NO.	REVISION	DATE

DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS
Texas

PROJECT:
MERCER
STREET PASEO

SHEET TITLE:
EROSION &
SEDIMENTATION
CONTROL PLAN



N

0' 5' 10'

SCALE : 1 " = 10'

LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- OHE — EXIST OVERHEAD ELECTRIC
- UGE — EXIST UNDERGROUND ELECTRIC
- WW — EXIST WASTEWATER
- WL — EXIST WATERLINE

EXISTING CONDITION NOTES:

1. 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.
2. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE CITY PROPERTY AND 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 EXISTING BUILDINGS, PEDESTRIAN WALKWAYS, BUSINESS ENTRANCES, AND OTHER EXISTING SURROUNDINGS. THE CONTRACTOR, AT ITS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED BY ITS OPERATIONS TO A CONDITION EQUAL TO OR BETTER THAN PRECONSTRUCTION CONDITION, INCLUDING REGRADING, RECOMPACTION, TOPSOIL PLACEMENT, DRAINAGE RESTORATION, VEGETATION ESTABLISHMENT, AND REPLACEMENT OF DAMAGED IMPROVEMENTS, ALL TO THE SATISFACTION OF THE CITY ENGINEER. NO SEPARATE PAY ITEM WILL BE MADE FOR THIS WORK UNLESS EXPRESSLY IDENTIFIED OTHERWISE.
3. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
5. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.

GLEN ENGINEERING
T.B.P.E. Firm Registration # F-27501
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Texas

PROJECT:

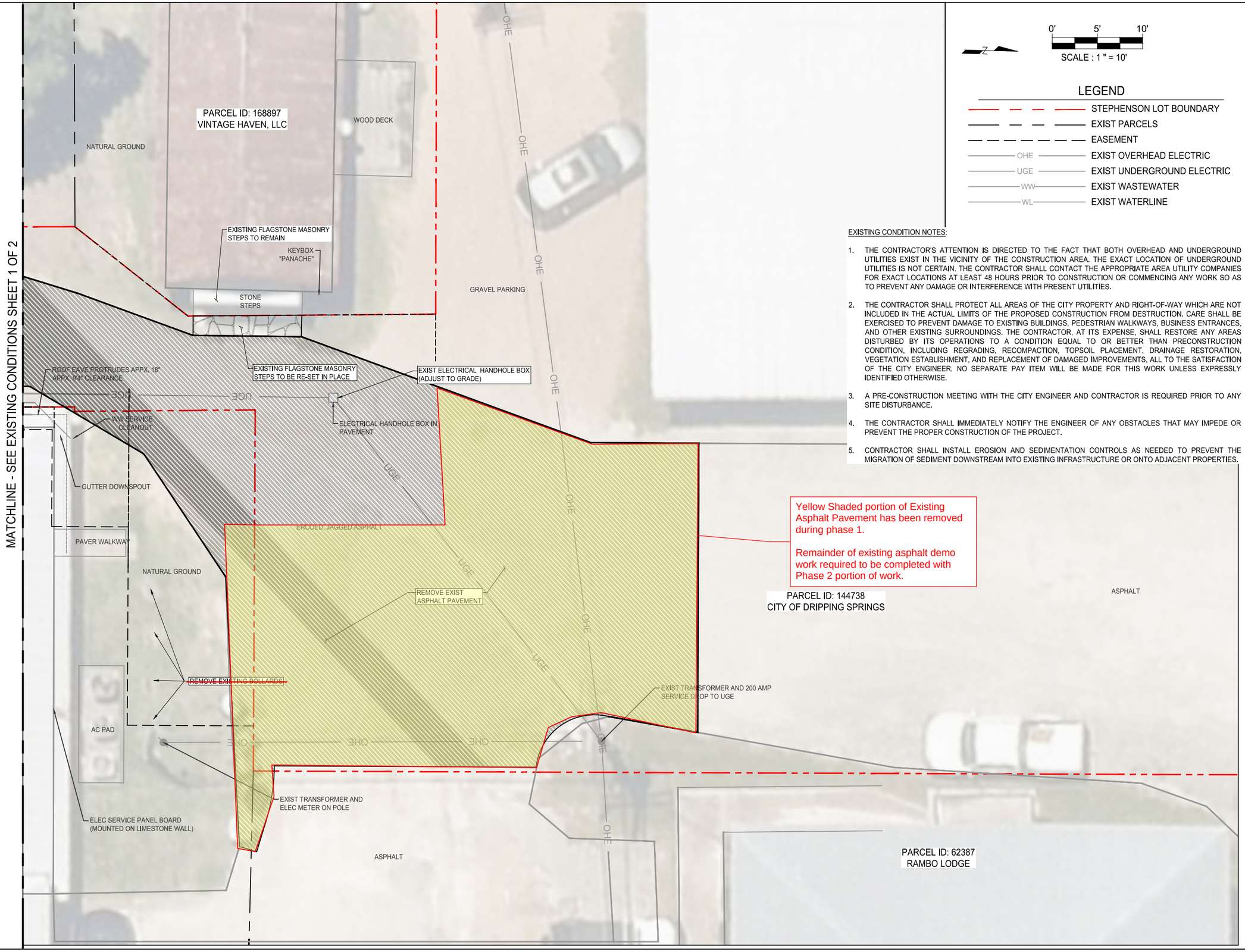
MERCER STREET PASEO

SHEET TITLE:

EXISTING CONDITIONS & DEMO PLAN (1 OF 2)

235

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_EXIST.dwg



Yellow Shaded portion of Existing Asphalt Pavement has been removed during phase 1.

Remainder of existing asphalt demo work required to be completed with Phase 2 portion of work.

0' 5' 10'

SCALE : 1 " = 10'

LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- OHE — EXIST OVERHEAD ELECTRIC
- UGE — EXIST UNDERGROUND ELECTRIC
- WW — EXIST WASTEWATER
- WL — EXIST WATERLINE

EXISTING CONDITION NOTES:

1. 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.
2. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE CITY PROPERTY AND 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 EXISTING BUILDINGS, PEDESTRIAN WALKWAYS, BUSINESS ENTRANCES, AND OTHER EXISTING SURROUNDINGS. THE CONTRACTOR, AT ITS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED BY ITS OPERATIONS TO A CONDITION EQUAL TO OR BETTER THAN PRECONSTRUCTION CONDITION, INCLUDING REGRADING, RECOMPACTION, TOPSOIL PLACEMENT, DRAINAGE RESTORATION, VEGETATION ESTABLISHMENT, AND REPLACEMENT OF DAMAGED IMPROVEMENTS, ALL TO THE SATISFACTION OF THE CITY ENGINEER. NO SEPARATE PAY ITEM WILL BE MADE FOR THIS WORK UNLESS EXPRESSLY IDENTIFIED OTHERWISE.
3. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
5. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.

GLEN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:



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DRIPPING SPRINGS
Texas

PROJECT:

MERCER
STREET PASEO

SHEET TITLE:

EXISTING CONDITIONS & DEMO PLAN
(2 OF 2)

236

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_EXIST.dwg

KEYED NOTE LEGEND:

1 COMPACTED DECOMPOSED GRANITE (SEE DETAIL 3, TYPICAL SECTION DETAILS)
2 FLAGSTONE THRESHOLD PAVING (SEE DETAIL 2, TYPICAL SECTION DETAILS)
3 5" CONCRETE SIDEWALK (SEE DETAILS 1-5, SIDEWALK DETAILS)
4 RE-SET EXISTING FLAGSTONE STEP PAVERS
5 6" CURB & GUTTER - CATCH STYLE (SEE DETAIL 1, CURB DETAILS SHEET 1 OF 2)
6 6" SWALE CURB & GUTTER (SEE DETAIL 3, CURB DETAILS SHEET 1 OF 2)
7 6" CURB, NO GUTTER (SEE DETAIL 3, CURB DETAILS SHEET 1 OF 2)
8 PERPENDICULAR VEGETATED AREA INLET (SEE DETAIL 1, CURB DETAILS SHEET 2 OF 2)
9 PERPENDICULAR VEGETATED AREA OUTLET (SEE DETAIL 2, CURB DETAILS SHEET 2 OF 2)
10 PLANTING AREA (SEE PLANTING PLANS)
11 LIGHT FIXTURE (SEE LIGHTING PLANS)
12 STONE BENCH (SEE DETAIL 1, SITE AMENITIES DETAILS)
13 TRASH RECEPTACLE (SEE DETAIL 3, SITE AMENITIES DETAILS)
14 CUT LIMESTONE BLOCK PEDESTRIAN BUFFER (SEE DETAIL 2, SITE AMENITIES DETAILS)
15 STEP STONE PAVERS (SEE DETAIL 3, TYPICAL SECTION DETAILS)
16 DUMPSTER SLAB & ENCLOSURE (SEE DUMPSTER SLAB & ENCLOSURE DETAILS)
17 2" MOUNTABLE CURB & GUTTER (SEE DETAIL 2, CURB DETAILS SHEET 1 OF 2)
18 THICKENED SIDEWALK EDGE (SEE DETIAL 5, SIDEWALK DETAILS)
19 STEEL EDGING (SEE DETAIL 3, TYPICAL SECTION DETAILS)
20 SLOTTED TRENCH DRAIN (SEE DETAIL 4, SITE AMENITIES DETAILS)
21 GUTTER DOWNSPOUT EXTENSION (4" SCH 40 PVC)
22 SIDEWALK SAW CUT/CONTROL JOINT (SEE DETAIL 2, SIDEWALK DETAILS)
23 EXPANSION JOINT (SEE DETAIL 2, SIDEWALK DETAILS)

0' 5' 10'
SCALE : 1 " = 10'

LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- OHE — EXIST OVERHEAD ELECTRIC
- UGE — EXIST UNDERGROUND ELECTRIC
- WW — EXIST WASTEWATER
- WL — EXIST WATERLINE
- # — KEYED NOTE (SEE LEGEND)

Phase 2 work area (Blue shading)
Install sleeve for future waterline
Extend WW service line
Exist Crushed Gravel surface to remain in place
beyond limits of proposed concrete flatwork

PARCEL ID: 26678
VINTAGE SOUL

DETECTABLE WARNING SURFACE WITHIN SIDEWALK RAMP

EXIST RAMP & DETECTABLE WARNING SURFACE TO REMAIN

EXIST 6' CONC. WALK

EXISTING MERCER STREET RESTROOMS

MERCER STREET

EXIST RAMP & DETECTABLE WARNING SURFACE TO REMAIN

EXIST FLAGSTONE PAVERS, STONE BENCH, LIGHT POST & RECEPTACLES TO REMAIN

PARCEL ID: 168896
CAISSA PROPERTIES, LLC

MATCHLINE - SEE SITE PLAN SHEET 2 OF 2

SITE PLAN NOTES:

1. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
3. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
4. 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.
5. CONTRACTOR SHALL SAWCUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.
6. CONTRACTOR MAY DEVELOP AN ALTERNATIVE CONCRETE JOINTING PLAN. ANY ADJUSTMENTS TO THE PROPOSED CONCRETE JOINTING PLAN MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO COMMENCING WORK.

GLEPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:
DANIEL CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
6/10/2026

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NO.	REVISION	DATE

DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS Texas

PROJECT:
MERCER STREET PASEO

SHEET TITLE:
SITE PLAN
1 OF 2

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MATCHLINE - SEE SITE PLAN SHEET 1 OF 2

Phase 2 Work Area
(Blue Shading)

PARCEL ID: 168897
VINTAGE HAVEN, LLC

PARCEL ID: 144738
CITY OF DRIPPING SPRINGS

STEPHENSON BUILDING &
PARKING LOT DEVELOPMENT
(CURRENTLY UNDER
CONSTRUCTION)

Phase 1 - Stephenson Building
Tie In (Completed by others)
(red Shading)

DETECTABLE WARNING
SURFACE WITHIN
SIDEWALK RAMP

FULL DEPTH PAVEMENT
(SEE DETAIL 1, TYPICAL
SECTION DETAILS)

BEGIN CURB TRANSITION
R21.50

END CURB TRANSITION,
BEGIN 2" MOUNTABLE
CURB & GUTTER

R9.75 R16.00 R15.00 R4.50 R6.50 R48.50

13.5' 11.9' 10.9' 6.9' 13.5' 3.2' 22.2' 10.5' 29.0'

OHE UGE WW WL

KEYED NOTE LEGEND:

1 COMPACTED DECOMPOSED GRANITE (SEE DETAIL 3, TYPICAL SECTION DETAILS)
~~2 FLAGSTONE THRESHOLD PAVING (SEE DETAIL 2, TYPICAL SECTION DETAILS)~~
3 5" CONCRETE SIDEWALK (SEE DETAILS 1-5, SIDEWALK DETAILS)
~~4 RE-SET EXISTING FLAGSTONE STEP PAVERS~~
~~5 6" CURB & GUTTER - CATCH STYLE (SEE DETAIL 1, CURB DETAILS SHEET 1 OF 2)~~
~~6 6" SWALE CURB & GUTTER (SEE DETAIL 3, CURB DETAILS SHEET 1 OF 2)~~
7 6" CURB, NO GUTTER (SEE DETAIL 3, CURB DETAILS SHEET 1 OF 2)
~~8 PERPENDICULAR VEGETATED AREA INLET (SEE DETAIL 1, CURB DETAILS SHEET 2 OF 2)~~
~~9 PERPENDICULAR VEGETATED AREA OUTLET (SEE DETAIL 2, CURB DETAILS SHEET 2 OF 2)~~
10 PLANTING AREA (SEE PLANTING PLANS)
11 LIGHT FIXTURE (SEE LIGHTING PLANS)
~~12 STONE BENCH (SEE DETAIL 1, SITE AMENITIES DETAILS)~~
~~13 TRASH RECEPTACLE (SEE DETAIL 3, SITE AMENITIES DETAILS)~~
~~14 CUT LIMESTONE BLOCK PEDESTRIAN BUFFER (SEE DETAIL 2, SITE AMENITIES DETAILS)~~
15 STEP STONE PAVERS (SEE DETAIL 3, TYPICAL SECTION DETAILS)
~~16 DUMPSTER SLAB & ENCLOSURE (SEE DUMPSTER SLAB & ENCLOSURE DETAILS)~~
~~17 2" MOUNTABLE CURB & GUTTER (SEE DETAIL 2, CURB DETAILS SHEET 1 OF 2)~~
18 THICKENED SIDEWALK EDGE (SEE DETIAL 5, SIDEWALK DETAILS)
19 STEEL EDGING (SEE DETAIL 3, TYPICAL SECTION DETAILS)
20 SLOTTED TRENCH DRAIN (SEE DETAIL 4, SITE AMENITIES DETAILS)
21 GUTTER DOWNSPOUT EXTENSION (4" SCH 40 PVC)
22 SIDEWALK SAW CUT/CONTROL JOINT (SEE DETAIL 2, SIDEWALK DETAILS)
23 EXPANSION JOINT (SEE DETAIL 2, SIDEWALK DETAILS)

0' 5' 10'
SCALE : 1 " = 10'

LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- OHE EXIST OVERHEAD ELECTRIC
- UGE EXIST UNDERGROUND ELECTRIC
- WW EXIST WASTEWATER
- WL EXIST WATERLINE
- # KEYED NOTE (SEE LEGEND)

SITE PLAN NOTES:

1. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
3. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
4. 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.
5. CONTRACTOR SHALL SAWCUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.

GLEN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:
DANIEL CRYAN
127112
LICENSED
PROFESSIONAL ENGINEER
6/10/2026

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DRIPPING SPRINGS
Texas

PROJECT:
MERCER
STREET PASEO

SHEET TITLE:
SITE PLAN
2 OF 2

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UTILITY NOTES:

1. 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. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITIES IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES. 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.
2. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTOR 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
4. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED, AND APPROVED PRIOR TO BACKFILLING. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOURS NOTICE TO CITY INSPECTOR/ENGINEER PRIOR TO ANTICIPATED BACKFILLING ACTIVITIES THAT MAY COVER LINES OR SLEEVES.
5. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER, SEWER, AND ELECTRICAL LINES.
6. CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
7. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
8. 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.

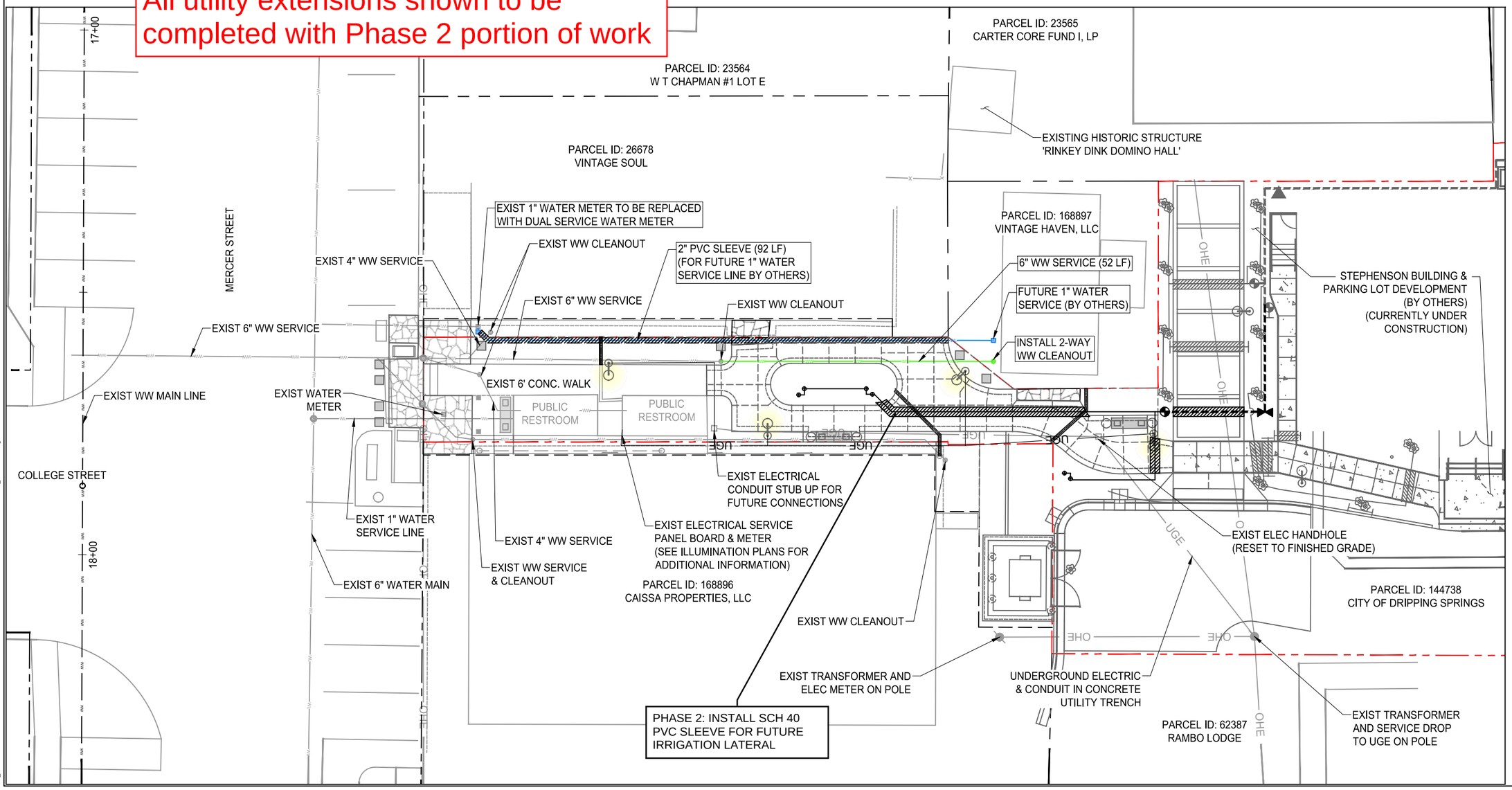
LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- OHE — EXIST OVERHEAD ELECTRIC
- UGE — EXIST UNDERGROUND ELECTRIC
- WW — EXIST WASTEWATER
- WL — EXIST WATERLINE
- WL — WATERLINE (FUTURE BY OTHERS)
- WW — PROPOSED WASTEWATER SERVICE
- UGE — PROPOSED LIGHTING CONDUIT
- SCH 40 PVC SLEEVE - USE TWO (2) SIZES LARGER THAN DESIGNATED PIPE ASSIGNMENT FOR CROSSING PAVING
- IRRIGATION MAIN LINE (2" SCH 40 PVC)
- IRRIGATION LATERAL LINE (3/4" CLASS 200 OR 315 PVC)
- TREE BUBBLER (0.5 GPM)
- REMOTE CONTROL VALVE (BLACK MAX SERIES BY WEATHERMATIC)
- ISOLATION GATE VALVE
- PROPOSED LIGHT FIXTURE

NOTE: PROVIDE AN EXTRA 2" SCH 40 PVC SLEEVE NEXT TO ALL MAINLINE SLEEVE LOCATIONS TO ALLOW FOR ELEC. VALVE WIRING FROM CONTROLLER

0' 10' 20'
SCALE : 1 " = 20'

All utility extensions shown to be completed with Phase 2 portion of work



GLEPH ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
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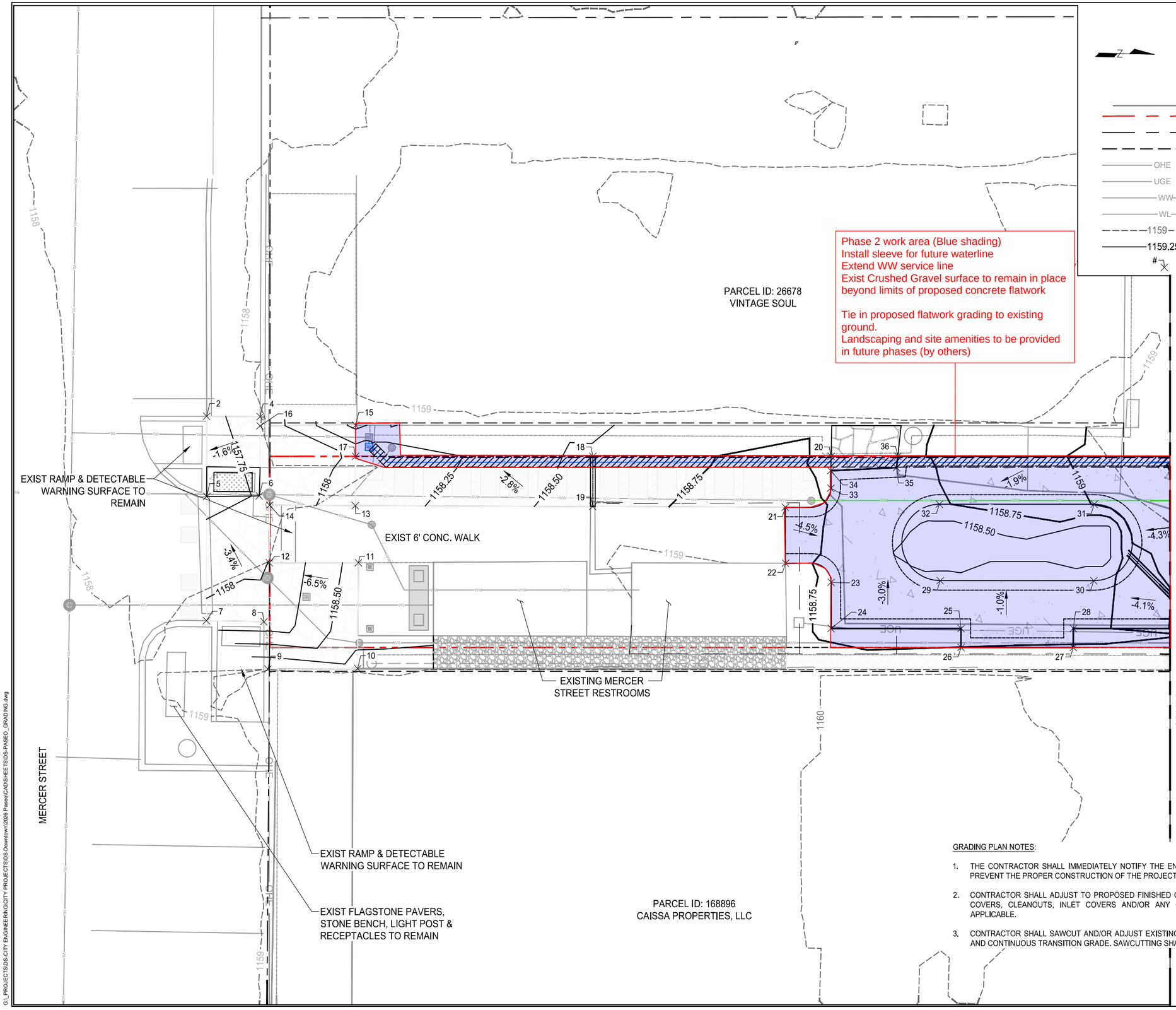
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DRIPPING SPRINGS
Texas

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MERCER STREET PASEO

SHEET TITLE:
UTILITIES PLAN

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GRADING PLAN NOTES:

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3. CONTRACTOR SHALL SAWCUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.

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MERCER STREET PASEO

SHEET TITLE:

GRADING PLAN

1 OF 2

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MATCHLINE - SEE GRADING PLAN SHEET 1 OF 2

Phase 2 work area (Blue shading)
Install sleeve for future waterline
Extend WW service line
Exist Crushed Gravel surface to remain in place beyond limits of proposed concrete flatwork

Tie in proposed flatwork grading to existing ground.
Landscaping and site amenities to be provided in future phases (by others)

PARCEL ID: 144738
CITY OF DRIPPING SPRINGS

STEPHENSON BUILDING & PARKING LOT DEVELOPMENT (CURRENTLY UNDER CONSTRUCTION)

Phase 1 - Stephenson Building Tie In (Completed by others) (red Shading)

0' 5' 10'
SCALE : 1 " = 10'

LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- OHE — EXIST OVERHEAD ELECTRIC
- UGE — EXIST UNDERGROUND ELECTRIC
- WW — EXIST WASTEWATER
- WL — EXIST WATERLINE
- 1159 — EXIST 1-FT CONTOUR
- 1159.25 — PROP 0.25-FT CONTOUR
- # — GRADING POINT (SEE GRADING POINTS TABLE PLAN SHEET)

GRADING PLAN NOTES:

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GRADING PLAN

2 OF 2

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GRADING POINTS					
POINT #	POINT DESCRIPTION	NORTHING	EASTING	EXISTING GROUND ELEVATION	PROPOSED GROUND ELEVATION
2	FLAGSTONE PAVER	13,982,407.9167	2,256,035.9783	1157.72	1157.72
4	FLAGSTONE PAVER	13,982,413.5039	2,256,035.8547	1157.99	1157.80
5	FLAGSTONE PAVER	13,982,408.1662	2,256,044.3705	1157.69	1157.68
6	FLAGSTONE PAVER	13,982,413.6704	2,256,044.1364	1157.91	1157.76
7	FLAGSTONE PAVER	13,982,408.5329	2,256,057.3428	1158.07	1158.07
8	FLAGSTONE PAVER	13,982,414.5440	2,256,057.2706	1158.07	1158.07
9	FLAGSTONE PAVER	13,982,415.1060	2,256,062.2220	1158.98	1158.98
10	FLAGSTONE PAVER	13,982,424.4979	2,256,061.8808	1158.83	1158.83
11	FLAGSTONE PAVER	13,982,424.2440	2,256,050.8210	1158.61	1158.61
12	FLAGSTONE PAVER	13,982,414.9170	2,256,051.0990	1158.01	1158.01
13	FLAGSTONE PAVER	13,982,423.7394	2,256,044.8522	1158.09	1158.09
14	FLAGSTONE PAVER	13,982,414.7800	2,256,045.0749	1157.89	1157.89
15	FLAGSTONE PAVER	13,982,423.5304	2,256,036.4488	1158.57	1158.57
16	FLAGSTONE PAVER	13,982,413.5338	2,256,036.8240	1157.99	1157.80
17	DG PATH	13,982,423.6113	2,256,039.7027	1158.13	1158.04
18	DG PATH	13,982,448.4349	2,256,038.9615	1158.36	1158.58
19	DG PATH	13,982,448.5915	2,256,044.2050	1158.58	1158.58
20	DG PATH	13,982,473.3634	2,256,038.2172	1158.53	1158.63
21	CONC SIDEWALK	13,982,468.7261	2,256,043.6758	1158.94	1158.94
22	CONC SIDEWALK	13,982,468.9287	2,256,049.5275	1158.87	1158.87
23	CONC SIDEWALK	13,982,473.7593	2,256,051.3896	1158.34	1158.70
24	CONC SIDEWALK	13,982,473.9033	2,256,056.2119	1158.46	1158.70
25	CONC SIDEWALK	13,982,487.4950	2,256,055.8060	1158.37	1158.60
26	CONC SIDEWALK	13,982,487.5543	2,256,057.7964	1158.74	1158.75
27	CONC SIDEWALK	13,982,499.2990	2,256,057.4457	1158.63	1158.77
28	CONC SIDEWALK	13,982,499.2397	2,256,055.4553	1158.45	1158.60
29	CONC SIDEWALK	13,982,485.1642	2,256,050.8724	1158.35	1158.57
30	CONC SIDEWALK	13,982,501.2268	2,256,050.3935	1158.53	1158.57
31	CONC SIDEWALK	13,982,501.0342	2,256,042.3960	1158.84	1159.01
32	CONC SIDEWALK	13,982,484.8350	2,256,042.8797	1158.62	1158.73
33	CONC SIDEWALK	13,982,473.4343	2,256,041.5478	1158.42	1158.68
34	CONC SIDEWALK @ STEPS	13,982,473.3798	2,256,039.7212	1158.47	1158.60
35	CONC SIDEWALK @ STEPS	13,982,480.2543	2,256,039.1950	1158.70	1158.65
36	CONC SIDEWALK @ STEPS	13,982,480.3456	2,256,038.0115	1158.70	1158.70
37	CONC SIDEWALK	13,982,514.6082	2,256,036.9884	1159.33	1159.40
38	CONC SIDEWALK	13,982,524.4749	2,256,046.6216	1159.39	1159.69
39	CONC SIDEWALK @ STEPS	13,982,527.9937	2,256,046.4901	1159.63	1159.63
40	CONC SIDEWALK @ STEPS	13,982,528.0467	2,256,048.6417	1159.36	1159.60
41	CONC SIDEWALK @ STEPS	13,982,540.0557	2,256,048.4267	1159.35	1159.60
42	CONC SIDEWALK	13,982,541.8498	2,256,051.1356	1159.32	1159.62
43	CONC SIDEWALK	13,982,555.0144	2,256,050.6581	1159.52	1159.52
44	CONC SIDEWALK	13,982,555.1362	2,256,055.1592	1159.59	1160.21
45	CONC SIDEWALK	13,982,558.0650	2,256,055.5723	1159.63	1160.33
46	CONC SIDEWALK	13,982,558.2450	2,256,061.5691	1159.65	1160.27
47	CONC SIDEWALK	13,982,548.8914	2,256,062.0605	1159.57	1159.92
48	CONC SIDEWALK	13,982,537.6320	2,256,058.2244	1159.27	1159.50
49	CONC SIDEWALK	13,982,527.4157	2,256,054.6140	1159.26	1159.54
50	CONC SIDEWALK	13,982,526.1350	2,256,054.6523	1159.26	1159.56

GRADING POINTS					
POINT #	POINT DESCRIPTION	NORTHING	EASTING	EXISTING GROUND ELEVATION	PROPOSED GROUND ELEVATION
51	CONC SIDEWALK	13,982,521.1371	2,256,054.8015	1159.19	1159.49
52	DG PATH	13,982,521.5065	2,256,070.0833	1159.40	1159.40
53	DG PATH	13,982,521.6157	2,256,074.5360	1159.54	1159.54
54	DG PATH	13,982,526.6142	2,256,074.4134	1159.73	1159.60
55	DG PATH @ STEPS	13,982,540.0463	2,256,046.0394	1159.49	1159.64
56	DG PATH	13,982,554.8688	2,256,045.4853	1159.59	1159.59
57	EDGE OF PAVEMENT	13,982,567.4968	2,256,095.3499	1160.08	1160.08
58	EDGE OF PAVEMENT	13,982,574.9304	2,256,089.4507	1160.39	1160.16
59	EDGE OF PAVEMENT	13,982,585.3020	2,256,090.9792	1160.32	1160.32
60	EOP/LOG	13,982,584.7247	2,256,068.8037	1160.28	1160.11
61	EOP/LOG	13,982,576.4365	2,256,068.2960	1160.13	1160.01
62	EOP/LOG	13,982,571.9169	2,256,068.4068	1160.03	1159.99
63	EOP/LOG	13,982,558.4225	2,256,068.7379	1159.74	1159.92
64	EOP/LOG	13,982,549.2625	2,256,068.9626	1159.57	1159.91
65	EOP/LOG	13,982,547.2631	2,256,069.0117	1159.52	1159.92
66	EOP/LOG	13,982,539.6501	2,256,070.1001	1159.44	1159.96
67	EOP/LOG	13,982,538.3658	2,256,071.7192	1159.45	1159.95
68	EOP/LOG	13,982,537.9407	2,256,073.7416	1159.48	1159.94
69	EOP/LOG	13,982,538.4885	2,256,096.1050	1159.77	1159.82
70	EOP/LOG	13,982,535.4792	2,256,110.5774	1159.89	1159.89
71	FLUME FL	13,982,548.2301	2,256,067.6542	1159.51	1159.84
72	FLUME FL	13,982,548.1647	2,256,064.9883	1159.48	1159.54
73	FLUME FL	13,982,534.8150	2,256,070.0523	1159.41	1159.75
74	FLUME FL	13,982,537.1588	2,256,071.1526	1159.43	1159.92
75	CONC SIDEWALK	13,982,571.7133	2,256,061.1613	1159.99	1160.34
76	CONC SIDEWALK	13,982,571.5559	2,256,055.1639	1159.95	1160.40
77	DUMPSTER SLAB	13,982,535.9849	2,256,075.6814	1159.49	1160.40
78	DUMPSTER SLAB	13,982,534.9730	2,256,075.2061	1159.48	1160.08
79	DUMPSTER SLAB	13,982,523.4014	2,256,075.4896	1159.68	1160.20
80	DUMPSTER SLAB	13,982,536.3117	2,256,089.0213	1159.73	1160.00
81	DUMPSTER SLAB	13,982,535.3242	2,256,089.5456	1159.75	1160.08
82	DUMPSTER SLAB	13,982,523.7527	2,256,089.8290	1159.94	1160.20

GILPIN ENGINEERING
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ENGINEER'S SEAL:



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Texas

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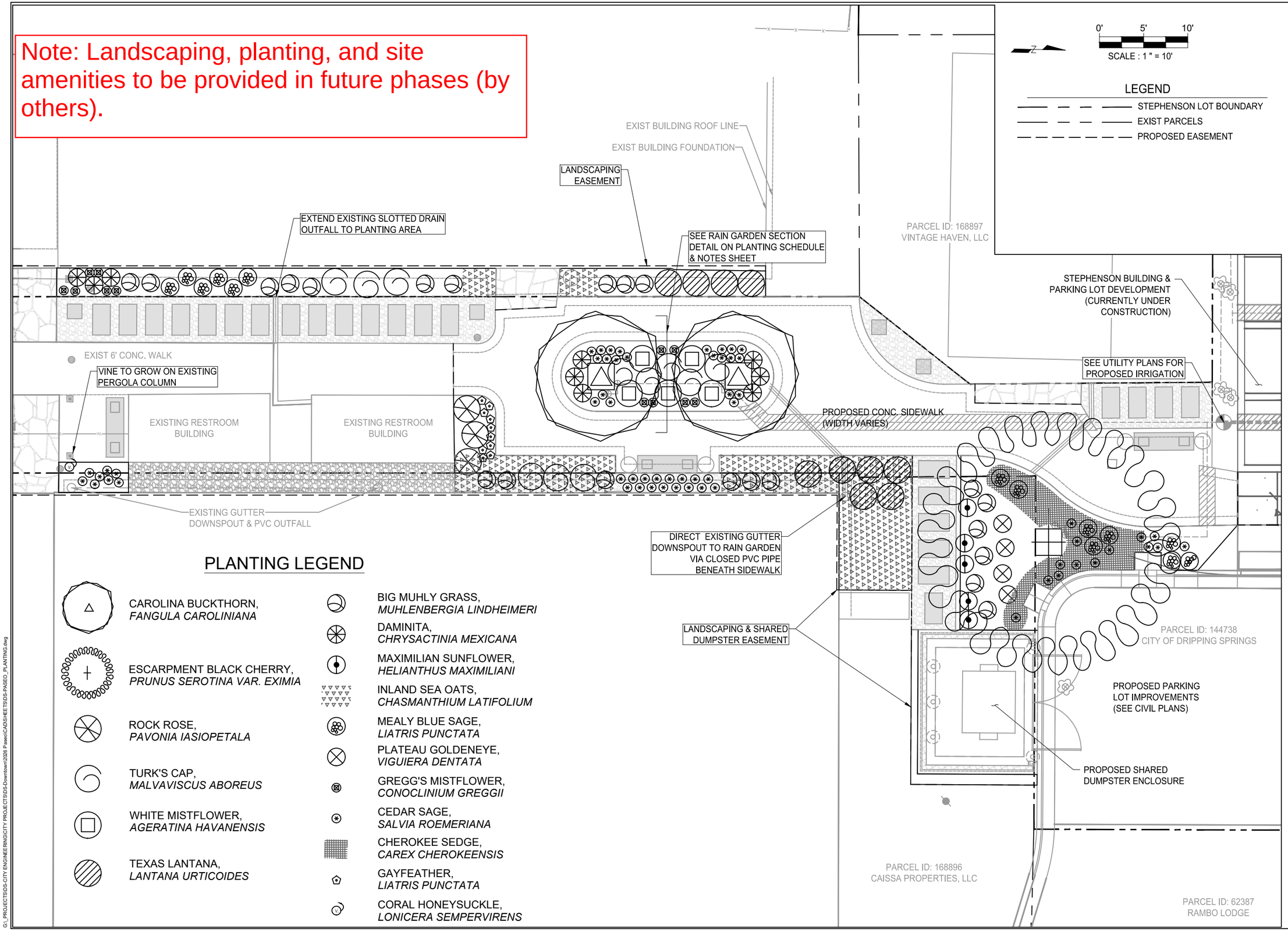
MERCER
STREET PASEO

SHEET TITLE:

GRADING POINTS

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_GRADING.dwg

Note: Landscaping, planting, and site amenities to be provided in future phases (by others).



PLANTING LEGEND

- CAROLINA BUCKTHORN, *FANGULA CAROLINIANA*
- ESCARPMENT BLACK CHERRY, *PRUNUS SEROTINA VAR. EXIMIA*
- ROCK ROSE, *PAVONIA IASIOPETALA*
- TURK'S CAP, *MALVAVISCUS ABOREUS*
- WHITE MISTFLOWER, *AGERATINA HAVANENSIS*
- TEXAS LANTANA, *LANTANA URTICOIDES*
- BIG MUHLY GRASS, *MUHLENBERGIA LINDHEIMERI*
- DAMINITA, *CHRYSACTINIA MEXICANA*
- MAXIMILIAN SUNFLOWER, *HELIANTHUS MAXIMILIANI*
- INLAND SEA OATS, *CHASMANTHIUM LATIFOLIUM*
- MEALY BLUE SAGE, *LIATRIS PUNCTATA*
- PLATEAU GOLDENEYE, *VIGUIERA DENTATA*
- GREGG'S MISTFLOWER, *CONOCLINIUM GREGGII*
- CEDAR SAGE, *SALVIA ROEMERIANA*
- CHEROKEE SEDGE, *CAREX CHEROKEENSIS*
- GAYFEATHER, *LIATRIS PUNCTATA*
- CORAL HONEYSUCKLE, *LONICERA SEMPERVIRENS*

GLENN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

DANIEL CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
6/10/2026

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REVISIONS:

NO.	REVISION	DATE

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PROJ #:

DRIPPING SPRINGS
Texas

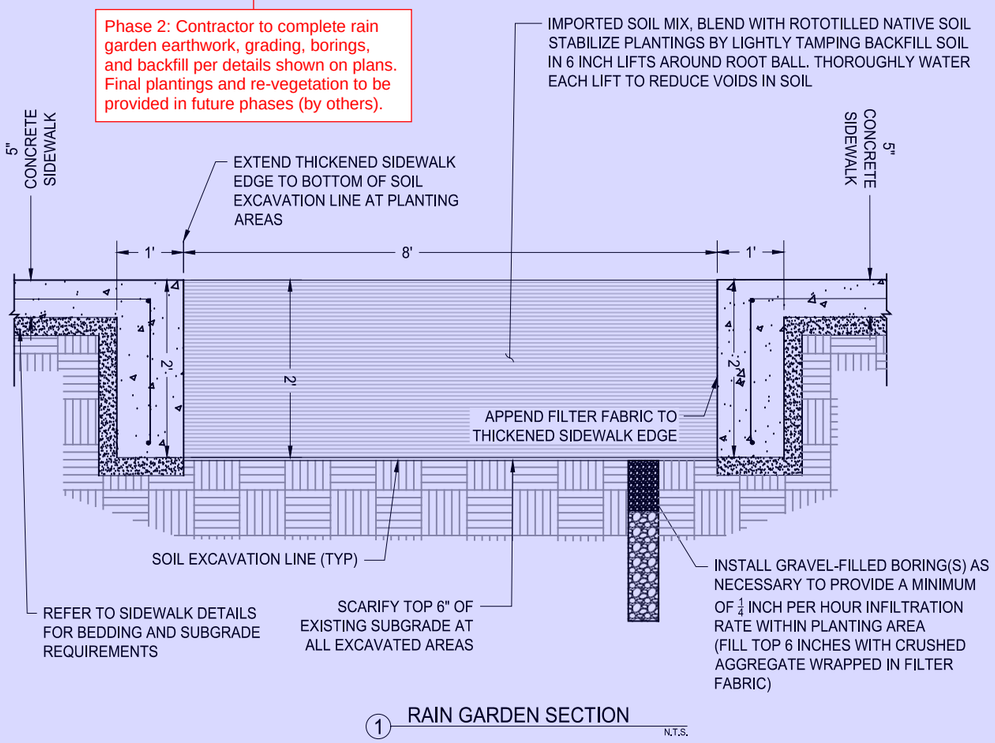
PROJECT:

MERCER STREET PASEO

SHEET TITLE:

PLANTING PLAN

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MERCER STREET PASEO PLANTING NOTES:

1. CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
2. TREE AND SHRUB PLANTINGS SHALL BE INSTALLED PER THE DETAILS SHOWN ON PLAN SHEET L1.01 (PLANTING DETAILS, SCHEDULE, TREE MITIGATION & NOTES) OF THE STEPHENSON SCHOOL BUILDING & PARKING LOT PLANS (CITY OF DRIPPING SPRINGS SITE DEVELOPMENT PERMIT #SP2024-022).

TREE CALCULATIONS:

1. NO TREE OR SHRUB REMOVALS ARE REQUIRED FOR THIS PROJECT. THE TOTAL REPLACEMENT INCHES REQUIRED = 0.

MAINTENANCE NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF ALL PLANTINGS, SHRUBS, TREES, AND GROUND COVER FOR THE DURATION OF THE WARRANTY PERIOD. ADDITIONAL WATERING NECESSARY FOR THE SUCCESSFUL ESTABLISHMENT OF VEGETATION PLANTINGS IS THE RESPONSIBILITY OF THE CONTRACTOR AND WILL NOT BE PAID FOR SEPARATELY.

Note: Landscaping, planting, and site amenities to be provided in future phases (by others)

MERCER STREET PASEO – PLANTING SCHEDULE

COMMON NAME	BOTANICAL NAME	INSTALL SIZE	QTY	UNIT	TYPE / USE	EVERGREEN / DECIDUOUS	SEASONAL COLOR > // FRUITS	"MATURE SIZE (HEIGHT/SPREAD)"
TREES								
CAROLINA BUCKTHORN	FRANGULA CAROLINIANA	4" CAL / 36" BOX	2	EA	SMALL SHADE TREE	DECIDUOUS / FALL COLOR	FALL BLOOMS > // FALL BERRIES	20' HT / 15' SPRD
ESCARPMENT BLACK CHERRY	PRUNUS SEROTINA VAR. EXIMIA	4" CAL / 36" BOX	1	EA	LARGE SHADE TREE	DECIDUOUS / FALL COLOR	SPRING BLOOMS > // FRUIT	40' HT / 30' SPRD
SHRUBS & GROUNDCOVER							SEASONAL BLOOMS > // FRUIT	
TEXAS LANTANA	LANTANA URTICOIDES	5 GAL. FULL DENSE	10	EA	FLOWERING SHRUB	DECIDUOUS	SPRING > SUMMER // FALL	4' HT / 3' SPRD
TURK'S CAP	MALVAVISCUS ABOREUS	5 GAL. FULL DENSE	11	EA	FLOWERING SHRUB	DECIDUOUS	SPRING > SUMMER // FALL	4' HT / 3' SPRD
DAMIANITA	CHRYSACTINIA MEXICANA	1 GAL. FULL DENSE	9	EA	FLOWERING SHRUB	EVERGREEEN	SPRING > SUMMER > FALL	2' HT / 2' SPRD
CEDAR SAGE	SALVIA ROEMERIANA	1 GAL. FULL DENSE	60	EA	GROUND COVER	SEMI–EVERGREEN	SPRING > SUMMER	1–2' HT / 1' SPRD
GAYFEATHER	LIATRIS PUNCTATA	1 GAL. FULL DENSE	10	EA	PERENNNIAL	SEMI–EVERGREEN	SUMMER > FALL	3' HT / 1' SPRD
GREGGS MISTFLOWER	CONOCLINIUM GREGGII	1 GAL. FULL DENSE	12	EA	GROUND COVER	DECIDUOUS	SPRING > SUMMER > FALL	2' HT / 1' SPRD
WHITE MISTFLOWER	AGERATINA HAVANENSIS	1 GAL. FULL DENSE	5	EA	FLOWERING SHRUB	DECIDUOUS	SPRING > SUMMER > FALL	4' HT / 3' SPRD
MEALY BLUE SAGE	LIATRIS PUNCTATA	1 GAL. FULL DENSE	14	EA	PERENNNIAL	DECIDUOUS	SPRING > SUMMER > FALL	3' HT / 2' SPRD
ROCK ROSE	PAVONIA LASIOPETALA	1 GAL. FULL DENSE	3	EA	PERENNNIAL	DECIDUOUS	SPRING > SUMMER > FALL	4' HT / 3' SPRD
MAXIMILIAN SUNFLOWER	HELIANTHUS MAXIMILIANI	1 GAL. FULL DENSE	5	EA	PERENNNIAL	DECIDUOUS	FALL	6' HT / 2' SPRD
PLATEAU GOLDENEYE	VIGUIERA DENTATA	1 GAL. FULL DENSE	4	EA	PERENNNIAL	DECIDUOUS	SUMMER > FALL	5' HT / 2' SPRD
GRASSES								
LINDHEIMER (BIG) MUHLY	MUHLENBERGIA LINDHEIMERII	5 GAL. FULL DENSE	22	EA	BUNCH GRASS	EVERGREEN	FALL SEED HEAD	5' HT / 2' SPRD
INLAND SEA OATS	CHASMANTHIUM LAITFOLIUM	1 GAL. / 24' O.C.	290	SF	SHADE GRASS	EVERGREEN	FALL SEED HEAD	3' HT / 2' SPRD
CHEROKEE SEDGE	CAREX CHEROKEENSIS	1 GAL. / 24' O.C.	110	SF	SHADE SEDGE	EVERGREEN	FALL SEED HEAD	2' HT / 1' SPRD
VINES								
CORAL HONEYSUCKLE	LONICERA SEMPERVIRENS	1 GAL.	1	EA	FLOWERING VINE	SEMI–EVERGREEN	SPRING > SUMMER / FALL FRUIT	15–20' / 1' SPRD

GILPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

Item # 12.

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PROJ #:

DRIPPING SPRINGS
Texas

PROJECT:

MERCER STREET PASEO

SHEET TITLE:

PLANTING SCHEDULE & NOTES

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_PLANTING.dwg

Runoff Coefficients

	C (2-YR)	C (10-YR)	C (25-YR)	C (100-YR)
C1*	0.730	0.810	0.860	0.950
C2**	0.730	0.810	0.860	0.950
C3***	0.750	0.830	0.880	0.970
C1*	Roof			
C2**	Asphalt Pavement			
C3***	Concrete			

0' 15' 30'

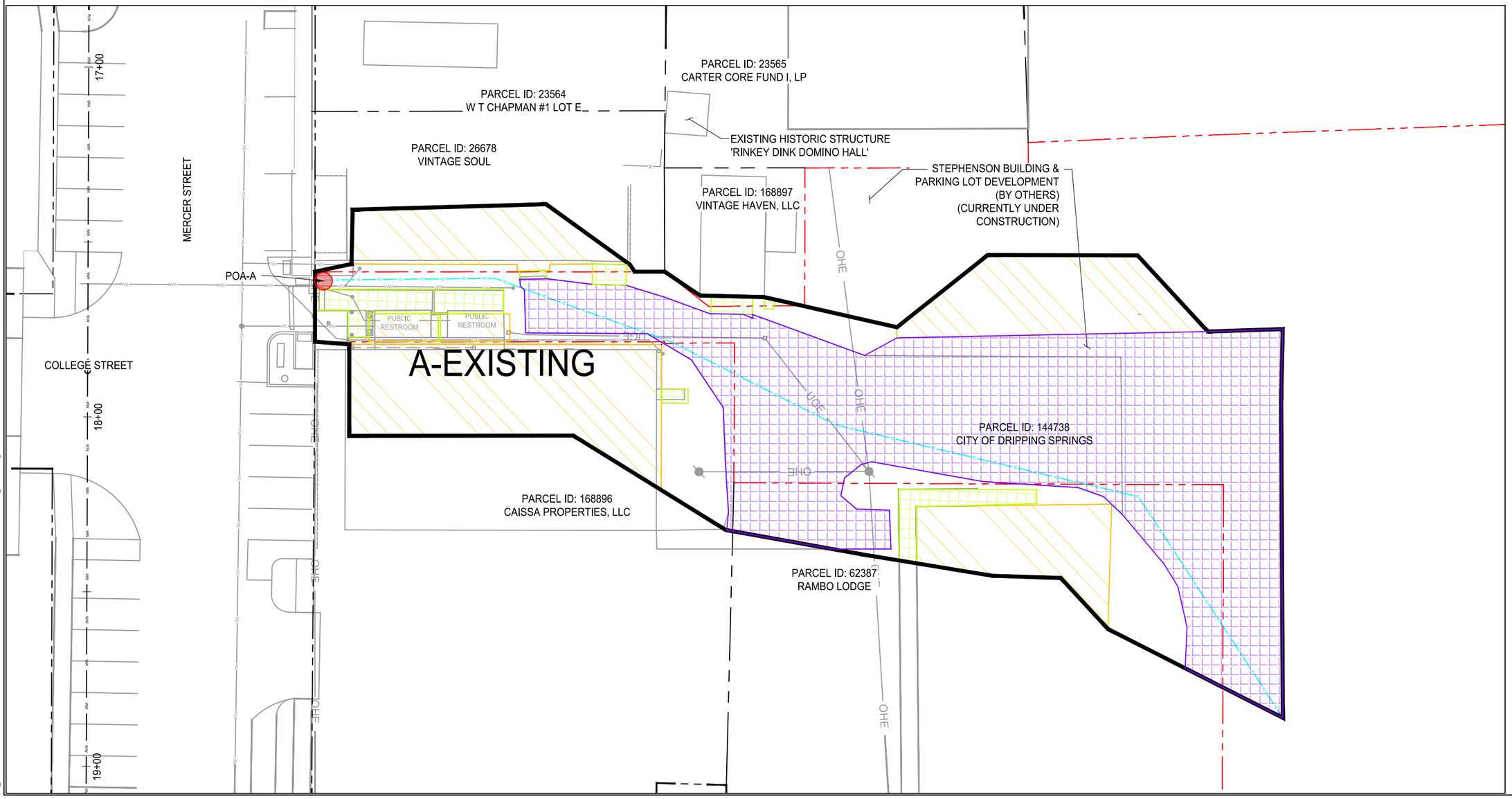
SCALE : 1 " = 30'

LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- DRAINAGE AREA BOUNDARY
- TC FLOW PATH
- IC - ASPHALT
- IC - ROOF
- IC - CONCRETE

DS PASEO - RATIONAL METHOD HYDROLOGIC SUMMARY TABLE - EXISTING CONDITIONS

Drainage Basin	Drainage Area (Acres)	Impervious Area	Runoff Coefficient				Tc (min)	Rainfall Intensities (in/hr)				Runoff (cfs)			
			C (2-YR)	C (10-YR)	C (25-YR)	C (100-YR)		i2	i10	i25	i100	Q2	Q10	Q25	Q100
A-EXISTING	0.4809	85.32%	0.624	0.692	0.735	0.811	5.00	5.62	9.08	11.07	14.12	1.7	3.0	3.9	5.5



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GLENN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

DANIEL CRYAN
127112
LICENSED
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DRIPPING SPRINGS
Texas

PROJECT:

MERCER
STREET PASEO

SHEET TITLE:

DRAINAGE
AREA MAP
EXISTING

Runoff Coefficients

	C (2-YR)	C (10-YR)	C (25-YR)	C (100-YR)
C1*	0.730	0.810	0.860	0.950
C2**	0.730	0.810	0.860	0.950
C3***	0.750	0.830	0.880	0.970
C1*	Roof			
C2**	Asphalt Pavement			
C3***	Concrete			

0' 15' 30'

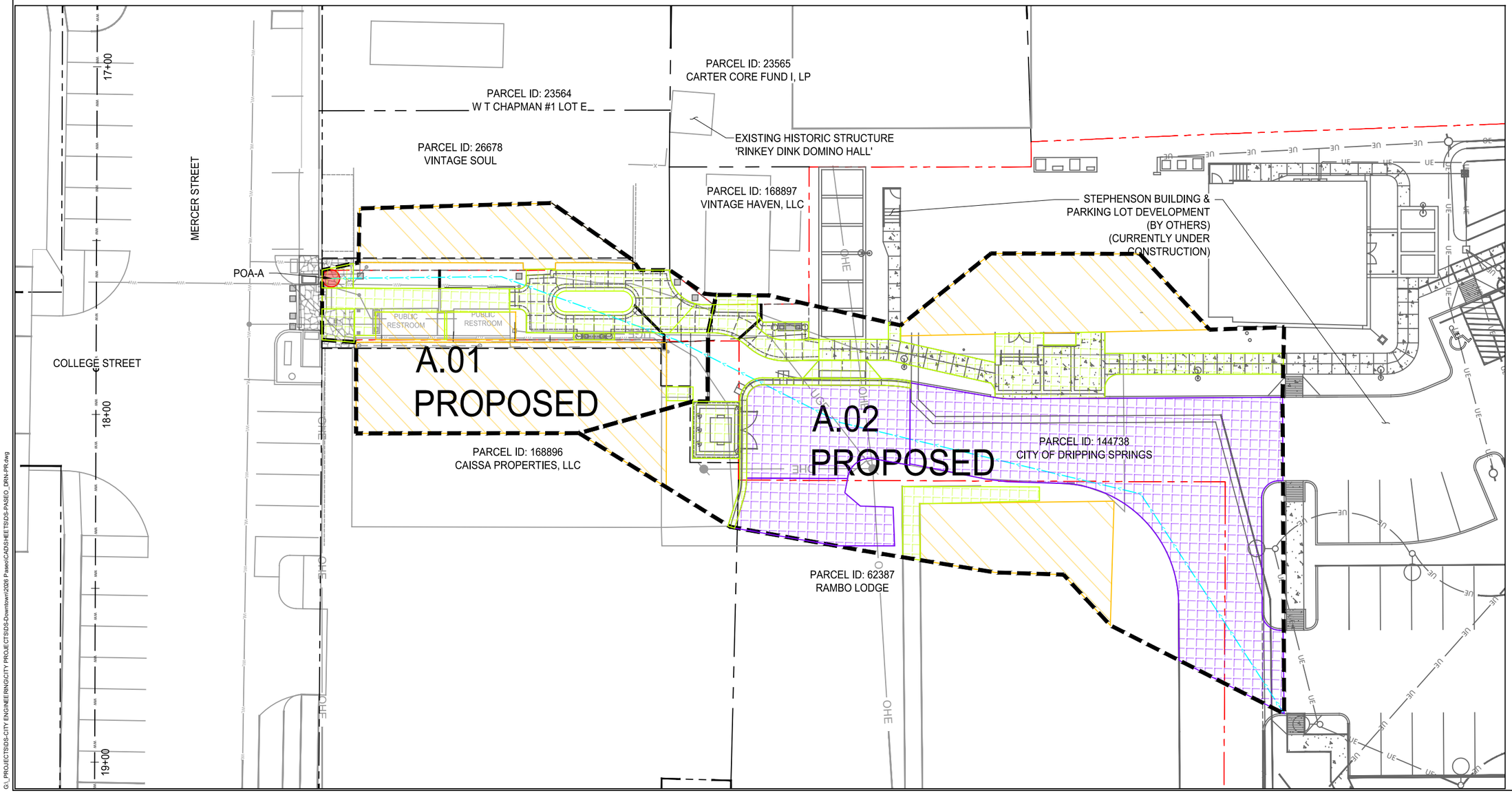
SCALE : 1 " = 30'

LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- DRAINAGE AREA BOUNDARY
- TC FLOW PATH
- IC - ASPHALT
- IC - ROOF
- IC - CONCRETE

DS PASEO - RATIONAL METHOD HYDROLOGIC SUMMARY TABLE - PROPOSED CONDITIONS

Drainage Basin	Drainage Area (Acres)	Impervious Area	Runoff Coefficient				Tc (min)	Rainfall Intensities (in/hr)				Runoff (cfs)			
			C (2-YR)	C (10-YR)	C (25-YR)	C (100-YR)		i2	i10	i25	i100	Q2	Q10	Q25	Q100
A.01	0.1384	83.31%	0.613	0.679	0.721	0.796	5.00	5.62	9.08	11.07	14.12	0.5	0.9	1.1	1.6
A.02	0.3425	77.27%	0.567	0.629	0.668	0.737	5.00	5.62	9.08	11.07	14.12	1.1	2.0	2.5	3.6
A COMBINED	0.4810	79.01%	0.580	0.643	0.683	0.754	5.00	5.62	9.08	11.07	14.12	1.6	2.8	3.6	5.1



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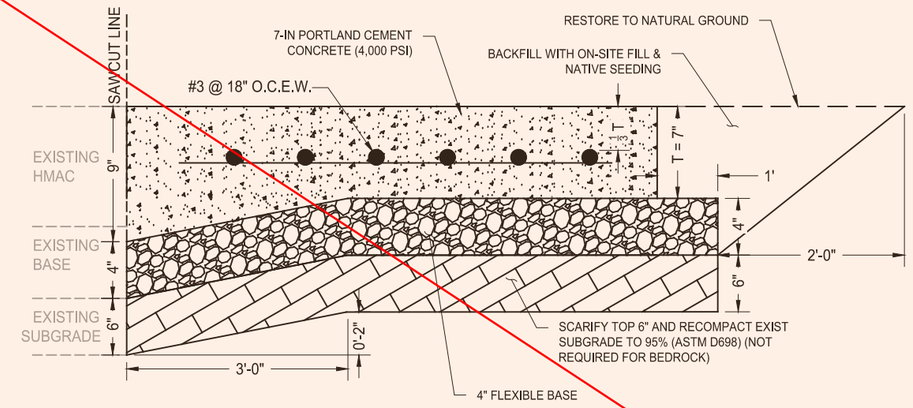
PROJECT:

MERCER
STREET PASEO

SHEET TITLE:

DRAINAGE
AREA MAP
PROPOSED

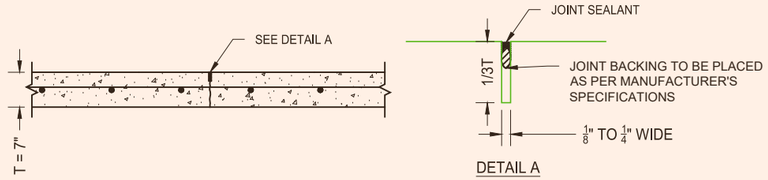
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1 REINFORCED CONCRETE PAVEMENT DETAIL
N.T.S.

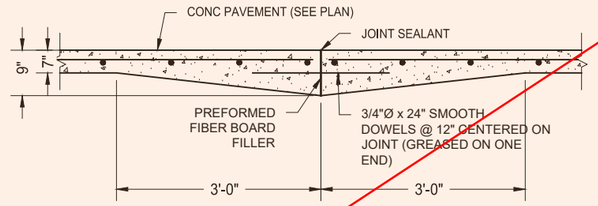
CONCRETE PAVEMENT NOTES:

1. REFER TO GEOTECH REPORT FOR ADDITIONAL SITE PREPARATION AND MATERIAL REQUIREMENTS.
2. FLEXIBLE BASE SHALL BE CRUSHED LIMESTONE CONFORMING TO TXDOT ITEM 247, TYPE A, GRADE 1-2. TYPE A (CRUSHED ROCK) IS PREFERRED MATERIAL TYPE, HOWEVER TYPE D (CRUSHED CONCRETE) IS A SUITABLE ALTERNATIVE FRO USE BELOW RIGID PAVEMENTS. PLACE FLEXIBLE BASE MATERIAL IN LIFTS NOT EXCEEDING 8" AND COMPACTED TO A MINIMUM OF 100% OF THE MAXIMUM DENSITY AT A MOISTURE CONTENT WITHIN +/-2% OPTIMUM (TEX-113-E).
3. PORTLAND CEMENT CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI.
4. LIQUID MEMBRANE-FORMING CURING COMPOUND SHOULD BE APPLIED AS SOON AS PRACTICAL AFTER BROOM FINISHING THE CONCRETE SURFACE.

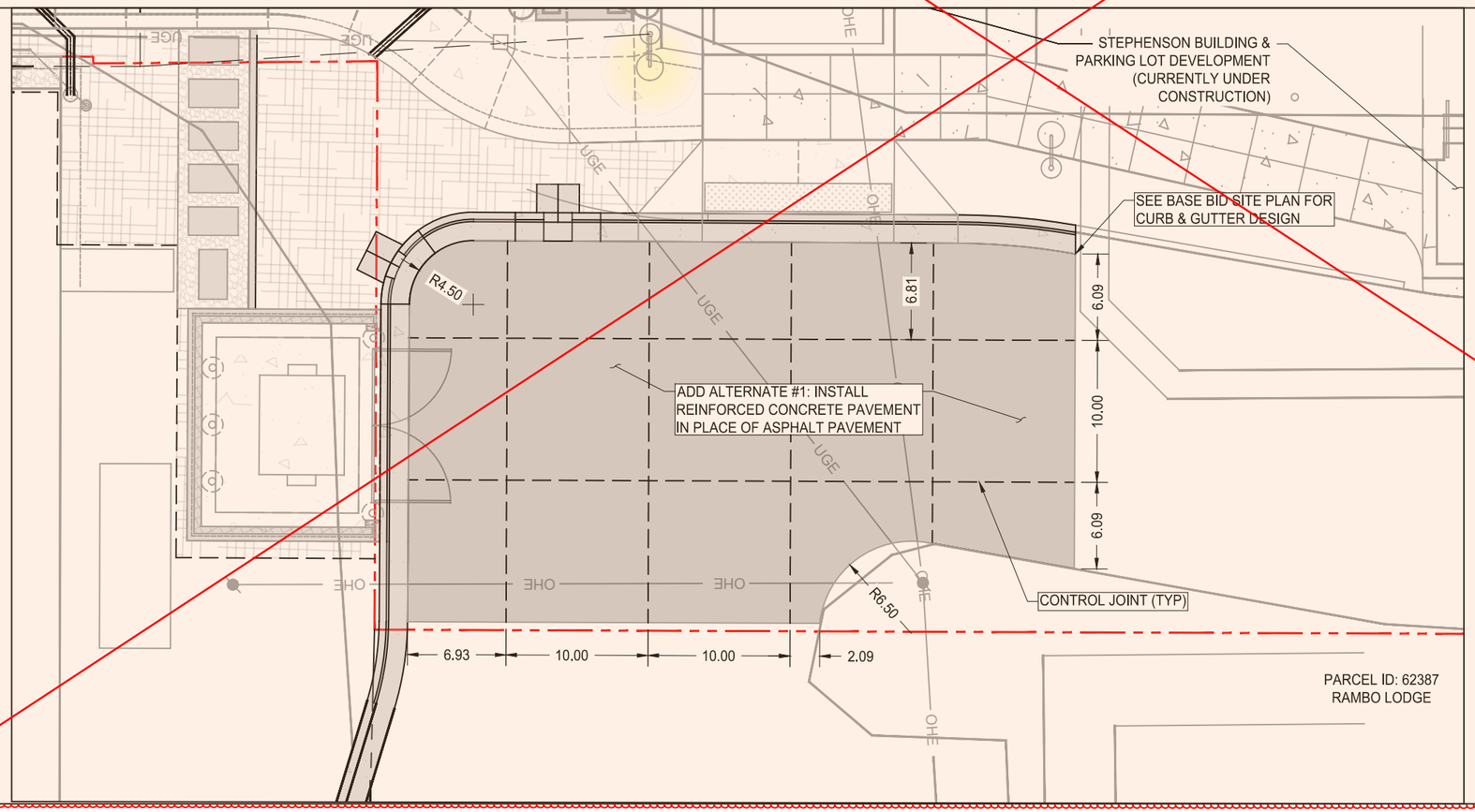


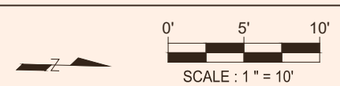
2 CONCRETE PAVEMENT CONTROL JOINT DETAIL
N.T.S.

Paving Plans completed with Phase 1 work (by others)



3 CONCRETE PAVEMENT CONSTRUCTION JOINT DETAIL
N.T.S.





LEGEND

- STEPHENSON LOT BOUNDARY
- EXIST PARCELS
- EASEMENT
- OHE — EXIST OVERHEAD ELECTRIC
- UGE — EXIST UNDERGROUND ELECTRIC
- WW — EXIST WASTEWATER
- WL — EXIST WATERLINE
- # — KEYED NOTE (SEE LEGEND)

SITE PLAN NOTES:

1. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
3. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
4. 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.
5. CONTRACTOR SHALL SAWCUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.

GLEPEN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
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ENGINEER'S SEAL:



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DRIPPING SPRINGS
Texas

PROJECT:

MERCER STREET PASEO

SHEET TITLE:

ADD ALT 1

PAVING PLAN

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GENERAL NOTES:

1. CONTRACTOR SHALL NOTIFY THE ENGINEER TO REVIEW SITE CONDITIONS UPON SCARIFYING, SHAPING, AND RE-COMPACTING THE SUBGRADE, PRIOR TO PLACING FLEX BASE MATERIAL.

HOT MIX ASPHALT CONCRETE (HMAC) NOTES:

1. TXDOT ITEM 341. ALL HMAC SHALL BE PG70-22 UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. HMAC TY B: MINIMUM LIFT THICKNESS = 2-1/2", MAXIMUM LIFT THICKNESS = 5".
   HMAC TY C: MINIMUM LIFT THICKNESS = 2", MAXIMUM LIFT THICKNESS = 4".
   HMAC TY D: MINIMUM LIFT THICKNESS = 1-1/2", MAXIMUM LIFT THICKNESS = 3".
3. HMAC UNIT WEIGHT FOR ESTIMATING PURPOSES = 115 LBS/SY/IN

PRIME COAT NOTES:

1. TXDOT ITEM 310 (MULTI OPTION).
2. APPLICATION RATE = 0.2 GAL/SY.
3. PLACE PRIME COAT ON BASE OR SUBGRADE SURFACE PRIOR TO PLACING NEW HMAC MATERIAL. ALLOW PRIME COAT MATERIAL TO CURE PRIOR TO PLACING HMAC. AE-P PRIME COAT SHALL BE ALLOWED TO CURE 48 TO 72 HOURS, ALTERNATIVELY CSS-1H DILUTED TO $\frac{30}{70}$ MAY BE USED TO ALLOW RAPID CURING (TYPICALLY WITHIN 2 HOURS OF PLACEMENT).

SUBGRADE PREPARATION NOTES:

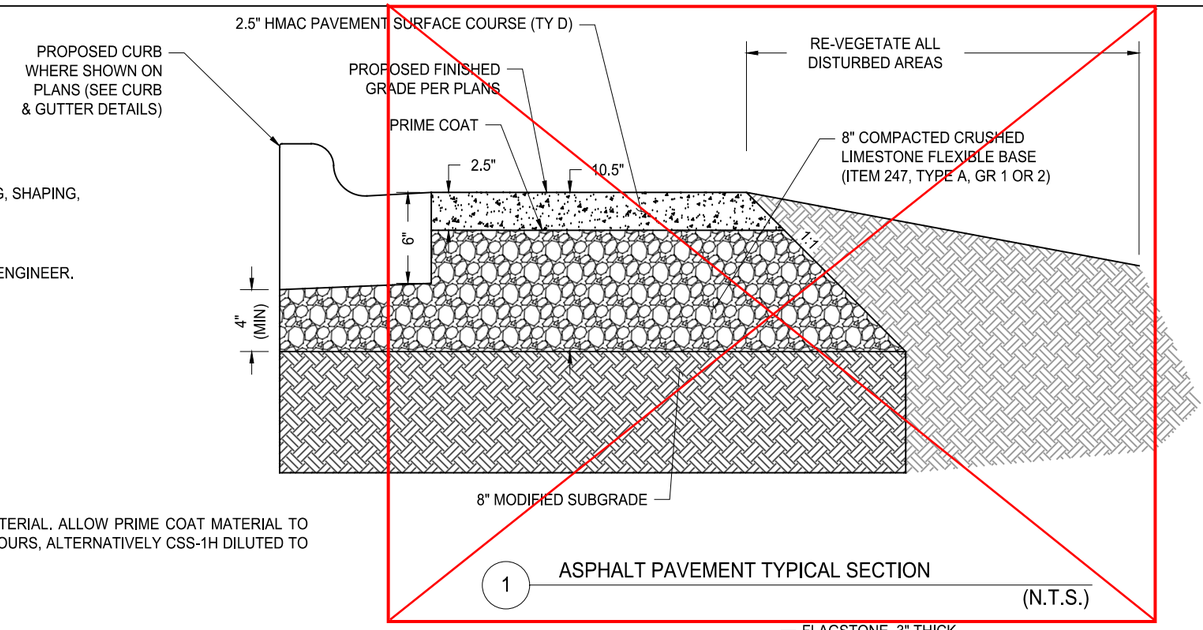
1. PROOFROLL EXISTING SUBGRADE TO REMAIN WITH A MINIMUM OF 5 PASSES OF A FULLY-LOADED DUMP TRUCK OR SIMILAR HEAVILY-LOADED PIECE OF CONSTRUCTION EQUIPMENT. PROOFROLLING OPERATIONS SHOULD BE OBSERVED BY THE CITY INSPECTOR OR ENGINEER TO DOCUMENT SUBGRADE CONDITION AND PREPARATION.
2. WEAK OR SOFT AREAS IDENTIFIED DURING PROOFROLLING SHALL BE REPLACED WITH SUITABLE, COMPACTED ON-SITE SOILS, FREE OF ORGANICS, OVERSIZED MATERIALS, AND DEGRADABLE OR DELETERIOUS MATERIALS.
3. SCARIFY TOP 6 INCHES OF SUBGRADE TO REMAIN AND RECOMPACT TO A MINIMUM OF 95% MAXIMUM DENSITY (TEX-114-E). MAINTAIN MOISTURE CONTENT WITHIN RANGE OF OPTIMUM TO 3% ABOVE UNTIL PERMANENTLY COVERED.

FLEXIBLE BASE NOTES:

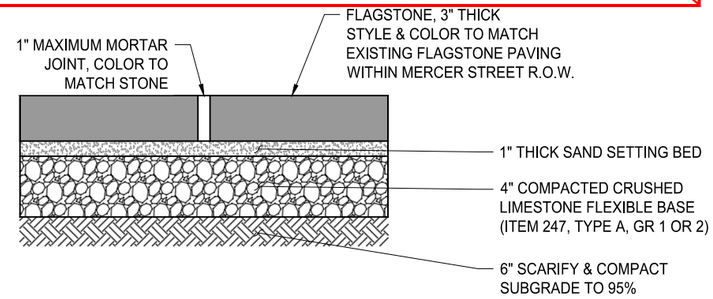
1. TXDOT ITEM 247 TYPE A (CRUSHED STONE PRODUCED AND GRADED FROM OVERSIZE QUARRIED AGGREGATE THAT ORIGINATES FROM A SINGLE, NATURALLY OCURRING SOURCE) OR TYPE B (CRUSHED OR UNCRUSHED GRAVEL. BLENDING OF TWO OR MORE SOURCES IS ALLOWED), GRADE 1-2. MAX LIFT DEPTH = 8".
2. COMPACT TO A MINIMUM OF 100% MAXIMUM DENSITY AT A MOISTURE CONTENT WITHIN 2% +/- OPTIMUM (TEX-113-E).
3. ON-SITE CRUSHED LIMESTONE MATERIAL MAY BE USED FOR FLEXIBLE BASE MATERIAL, PROVIDED THAT IT MEETS THE GRADATION AND MATERIAL REQUIREMENTS IN TXDOT SPECIFICATION FOR ITEM 247 AND AS NOTED ON THE PLANS.
4. IF CRUSHED ON-SITE MATERIAL IS USED CONTRACTOR IS RESPONSIBLE FOR OBTAINING MATERIAL SAMPLES AND LABORATOR' MATERIAL MATERIAL TESTING TO DEMONSTRATE GRADATION, MOISTURE DENSITY RELATIONSHIP (TEX-113-E), AND ATTERBERG LIMIT (ASTM D4318) OF THE CRUSHED MATERIAL.

EARTHWORK & GRADING NOTES:

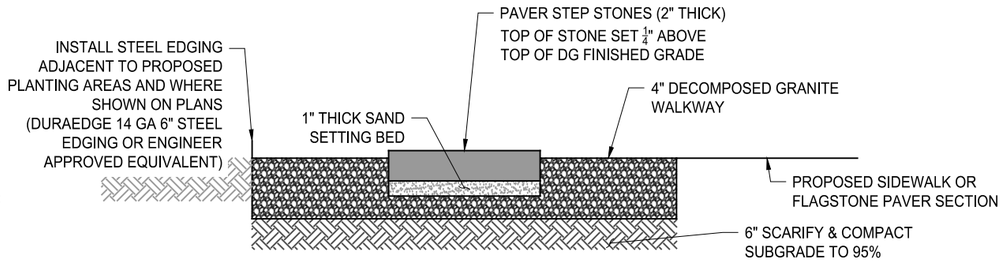
1. EARTH CUTS PER HAYS COUNTY SPECIFICATION 1.04.
2. ALL CUT AREAS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 6" BELOW PROPOSED FINISHED GRADE, AND ALL UNSUITABLE, ORGANIC AND OVERSIZED (6"+ MATERIAL REMOVED.
3. EMBANKMENT & EARTH FILLS PER HAYS COUNTY SPECIFICATION 1.03.
4. BACKFILL PLACED BENEATH THE PAVEMENT SECTION TO FILL EXISTING VOIDS AND SHAPE THE EXISTING SUBGRADE SHALL BE COMPACTED TO A MINIMUM DENSITY OF NINETY-FIVE PERCENT (95%) OF THE MAXIMUM DENSITY USING TXDOT TEST METHOD TEX-113-E.
6. BACKFILL ON WHICH VEGETATION WILL BE ESTABLISHED SHALL BE COMPACTED TO A MAXIMUM OF EIGHTY FIVE PERCENT (85%) OF THE MAXIMUM DENSITY USING TXDOT TEST METHOD TEX-113-E.
7. ALL EMBANKMENT LIFTS, INCLUDING ONES THAT HAVE PASSED DENSITY TESTS, ARE SUBJECT TO PROOF ROLL.
8. MAINTAIN MOISTURE CONTENT WITHIN RANGE OF OPTIMUM TO 3% ABOVE UNTIL PERMANENTLY COVERED.



1 ASPHALT PAVEMENT TYPICAL SECTION (N.T.S.)



2 FLAGSTONE PAVER SIDEWALK TYPICAL SECTION (N.T.S.)



3 COMPACTED DECOMPOSED GRANITE WALKWAY TYPICAL SECTION (N.T.S.)

FLEXIBLE BASE GRADE 1-2 GRADATION REQUIREMENTS	
SIEVE SIZE	% PASSING
2-1/2"	100%
1-3/4"	90-100%
7/8"	65-90%
3/8"	35-70%
#4	25-55%
#40	10-35%
#200	5-15%

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T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

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CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS Texas

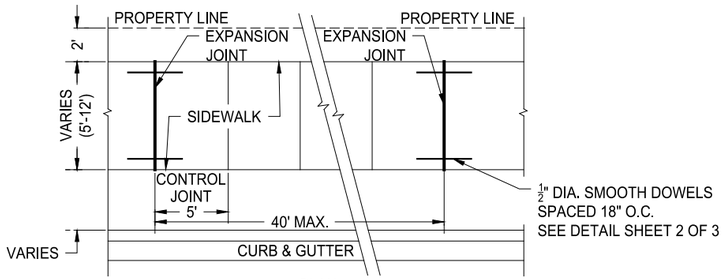
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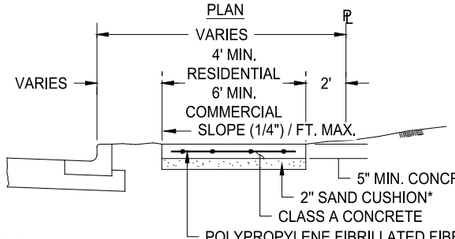
MERCER STREET PASEO

SHEET TITLE:

SITE DETAILS
TYPICAL SECTIONS

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_TYP.dwg





*NOTE: 2" TXDOT ITEM 247 ROAD BASE IS AN ACCEPTABLE SUBSTITUTION FOR 2" SAND CUSHION

SECTION

POLYPROPYLENE FIBRILLATED FIBERS, OR 6" X 6" X W1.4 X W1.4 WELDED WIRE FABRIC OR ONE LAYER #3 BARS PLACED NOT MORE THAN 18" C.C. BOTH DIRECTIONS. REINFORCEMENT SHALL BE ACCURATELY PLACED AT SLAB MID-DEPTH AND HELD FIRMLY IN PLACE BY MEANS OF BAR SUPPORTS OF ADEQUATE STRENGTH AND NUMBER THAT WILL PREVENT DISPLACEMENT AND KEEP THE STEEL AT ITS PROPER POSITION DURING THE PLACEMENT OF THE P.C. CONCRETE. IN NO INSTANCE SHALL THE STEEL BE PLACED DIRECTLY ON THE SUBGRADE OR SAND CUSHION LAYER.

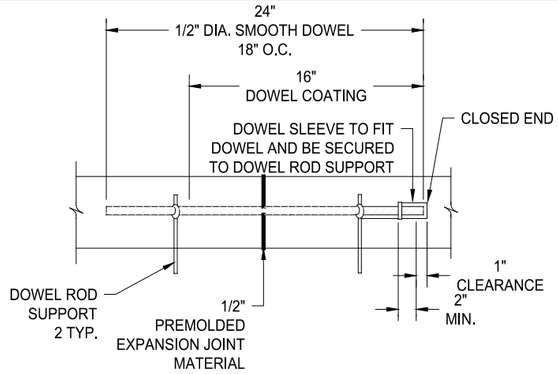
REFERENCES:

1. HAYS COUNTY STANDARD SPECIFICATIONS SECTION 8.00 - CONCRETE FOR STRUCTURES.

2. TXDOT STANDARD SPECIFICATIONS ITEM 247 - FLEXIBLE BASE.

3. TEXAS DEPARTMENT OF LICENSING AND REGULATION, TEXAS ACCESSIBILITY STANDARDS.

① SIDEWALK (1 of 3) N.T.S.

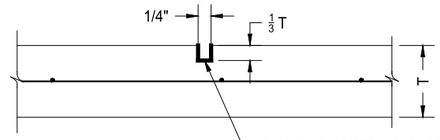


SIDEWALK JOINTING NOTES:

1. JOINT PLAN MUST BE SUBMITTED BY CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO THE INSTALLATION OF CONCRETE FLAT WORK.

2. WHERE EXPANSION JOINTS ARE BEING PLACED AGAINST EXISTING CONCRETE THE SMOOTH DOWEL SHALL BE DRILLED INTO THE EXISTING CONCRETE

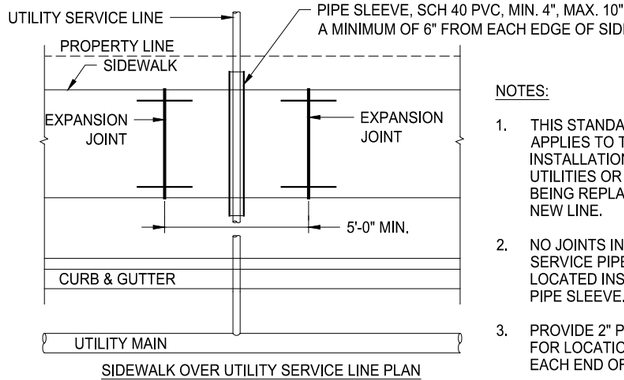
SIDEWALK EXPANSION JOINT DOWEL DETAIL



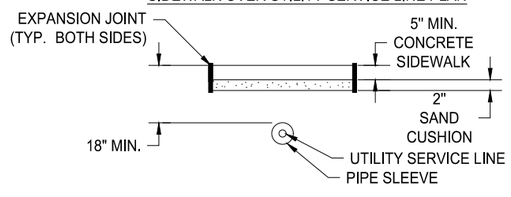
SAW CUT JOINT 5' O.C. OR AS SHOWN ON PLANS & OTHER DETAILS OR TO MATCH EXIST. SAW CUT JOINTS SHALL BE PERFORMED WITHIN 6 TO 12 HOURS AFTER CONCRETE PLACEMENT

SIDEWALK SAW CUT/CONTROL JOINT DETAIL

② SIDEWALK (2 of 3) N.T.S.



SIDEWALK OVER UTILITY SERVICE LINE PLAN



SECTION OF SIDEWALK OVER UTILITY SERVICE LINES

NOTES:

1. THIS STANDARD APPLIES TO THE INSTALLATION OF NEW UTILITIES OR UTILITIES BEING REPLACED BY A NEW LINE.

2. NO JOINTS IN UTILITY SERVICE PIPE TO BE LOCATED INSIDE PVC PIPE SLEEVE.

3. PROVIDE 2" PVC RISER FOR LOCATION AT EACH END OF SLEEVE.

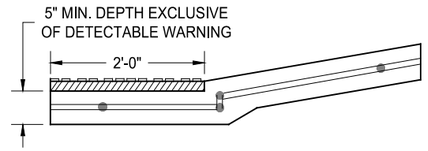
③ SIDEWALK (3 of 3) N.T.S.

PREFABRICATED CAST IRON DETECTABLE WARNING PANEL NOTES

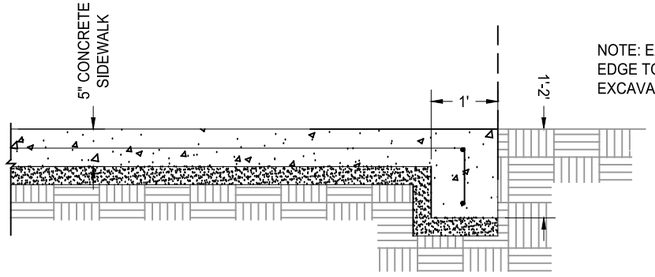
1. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH TEXAS ACCESSIBILITY STANDARDS. THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH AND INSTALL AN APPROVED CAST-IN-PLACE DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE MATERIAL ADJACENT TO UNCOLORED CONCRETE, UNLESS SPECIFIED OTHERWISE IN PLANS.

2. DETECTABLE WARNING SURFACES MUST BE FIRM, STABLE, AND SLIP RESISTANT.

3. PREFABRICATED CAST IRON DETECTABLE WARNING PANEL SHALL BE INSTALLED ON A MINIMUM 5" DEPTH OF CONCRETE EXCLUSIVE OF DETECTABLE WARNING.



④ PREFABRICATED CAST IRON DETECTABLE WARNING PANEL N.T.S.



NOTE: EXTEND THICKENED SIDEWALK EDGE TO BOTTOM OF SOIL EXCAVATION LINE AT PLANTING AREAS

⑤ THICKENED SIDEWALK EDGE N.T.S.

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T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
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Item # 12.

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PROJ #:

DRIPPING SPRINGS Texas

PROJECT:

MERCER STREET PASEO

SHEET TITLE:

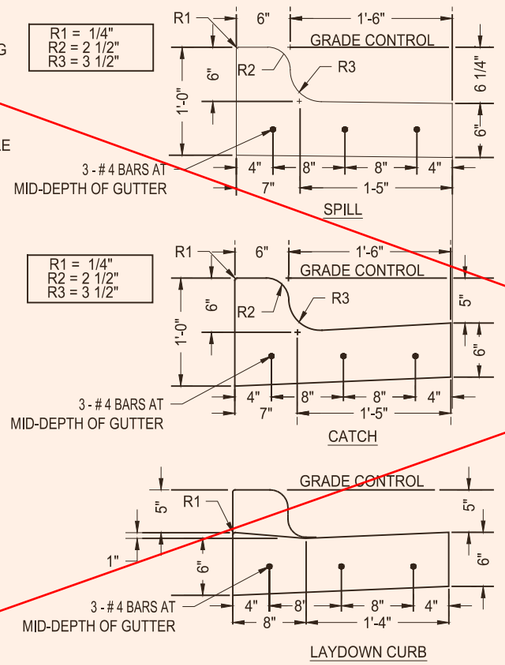
SITE DETAILS

SIDEWALK DETAILS

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CURB AND GUTTER NOTES:

1. CONCRETE SHALL BE CLASS A.
2. ROUND EXPOSED EDGES WITH A ROUNDING TOOL, TO A MINIMUM RADIUS OF 1/4 INCH.
3. TRANSVERSE TOOLED JOINTS SHALL BE PLACED AT 15-FT INCREMENTS.
4. TYPICAL PROFILE GRADE LINE. REFER TO PLAN TYPICAL SECTIONS AND PLAN-PROFILE SHEETS FOR EXACT LOCATIONS.



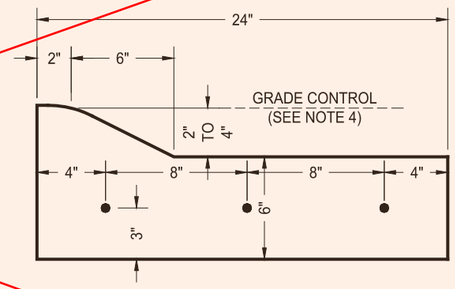
REFERENCES:

1. HAYS COUNTY STANDARD SPECIFICATIONS SECTION 8.00 CONCRETE FOR STRUCTURES.

1 REINFORCED CURB AND GUTTER

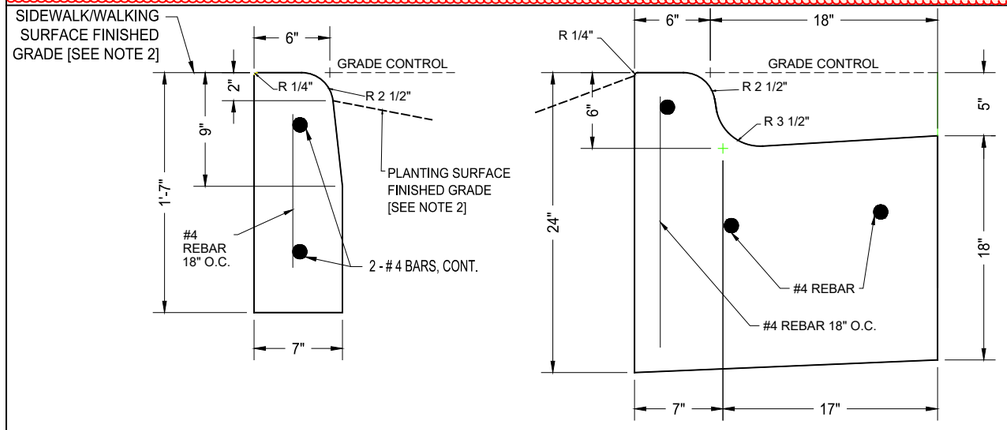
N.T.S.

Parking Lot Curb & Gutter installation completed with Phase 1 work (by others)



2 MOUNTABLE CURB AND GUTTER

N.T.S.



6" FLUSH CURB, NO GUTTER

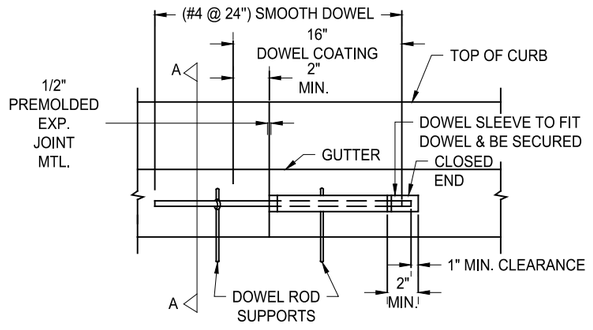
SWALE CURB

URBAN TREE SPONGE CURB NOTES:

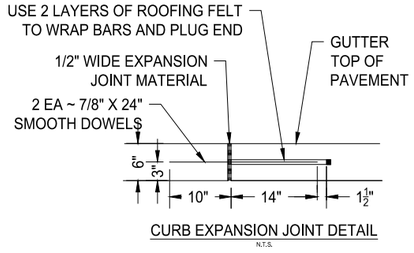
1. CONCRETE SHALL BE CLASS A.
2. SEE PLANTING PLANS AND GRADING PLANS FOR ADDITIONAL INFORMATION.
3. PLACE A MINIMUM OF 4" COMPACTED ROAD BASE BENEATH CURB UNLESS DIRECTED OTHERWISE BY ENGINEER.
4. ROUND EXPOSED EDGES WITH A ROUNDING TOOL, TO A MINIMUM RADIUS OF 1/4 INCH.
5. TRANSVERSE TOOLED JOINTS SHALL BE PLACED AT 15-FT INCREMENTS, AND ALIGNED WITH ADJACENT CONCRETE SIDEWALK AND/OR PAVEMENT JOINTS WHERE POSSIBLE.
6. FOR 2'-0" RIBBON CURB, INSTALL 3-#4 BARS CONTINUOUS AS SHOWN. FOR 1'-6" RIBBON CURB, INSTALL 2-#4 BARS CONTINUOUS EQUALLY SPACED.

3 URBAN TREE SPONGE CURBS

N.T.S.

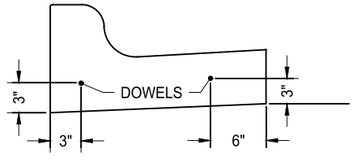


CURB EXPANSION JOINT DOWEL DETAIL

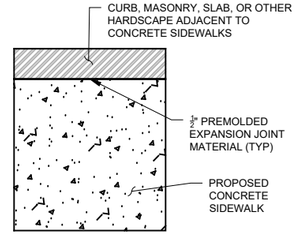


CURB EXPANSION JOINT DETAIL

N.T.S.



SECTION A-A



PLAN VIEW

CURB EXPANSION JOINT NOTES:

1. INSTALL EXPANSION JOINTS IN CURB AND GUTTER AT MAXIMUM INCREMENT OF 40-FT O.C. MEASURED ALONG THE FACE OF CURB, OR WHERE SHOWN ON PLANS.
2. ALL ADJACENT CONCRETE PAVEMENT OR SIDEWALK EXPANSION JOINTS SHALL EXTEND THROUGH CURB AND GUTTER.

4 CURB EXPANSION JOINT

N.T.S.

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T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
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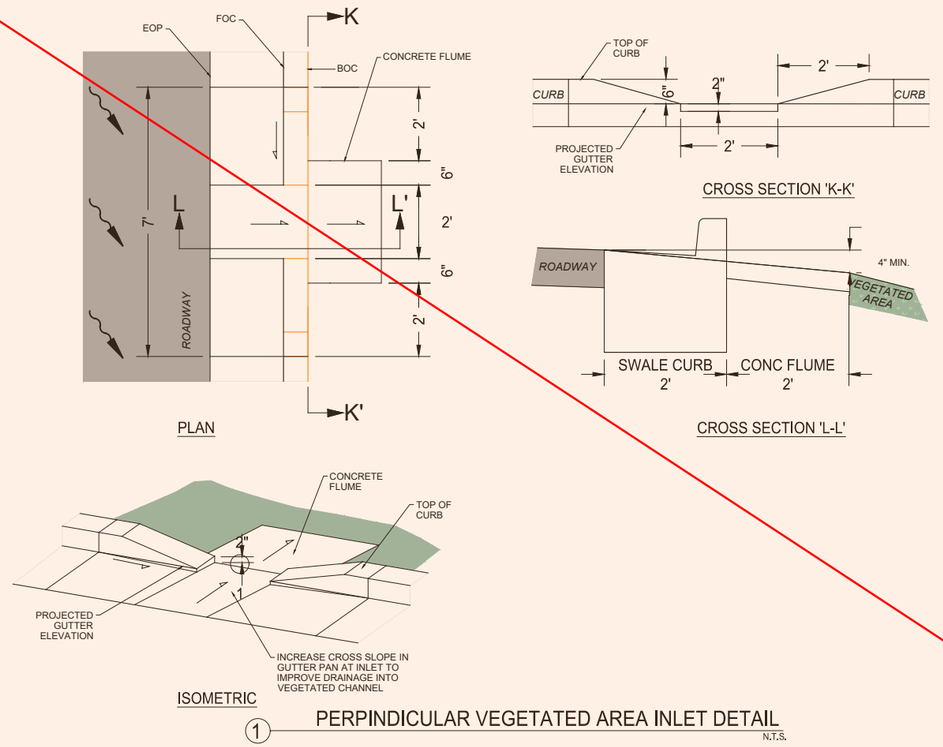
DRIPPING SPRINGS
Texas

PROJECT:

MERCER
STREET PASEO

SHEET TITLE:
SITE DETAILS
CURB DETAILS
(1 of 2)

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PLAN

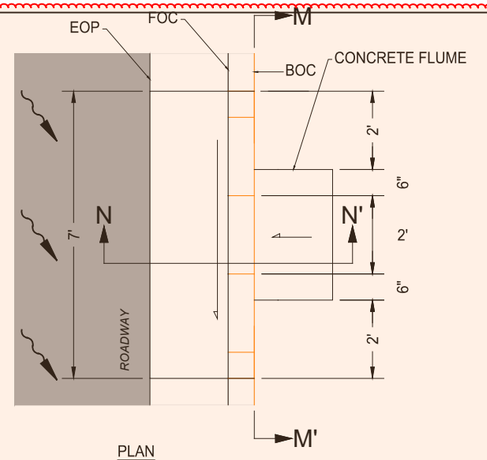
CROSS SECTION 'K-K'

CROSS SECTION 'L-L'

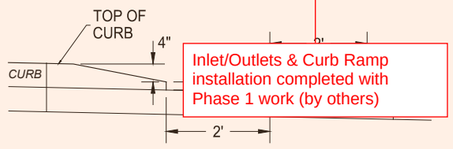
ISOMETRIC

1 PERPINDICULAR VEGETATED AREA INLET DETAIL

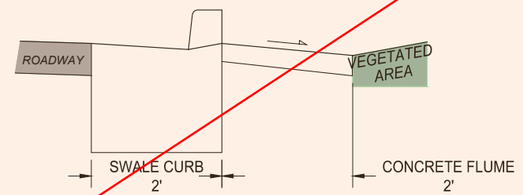
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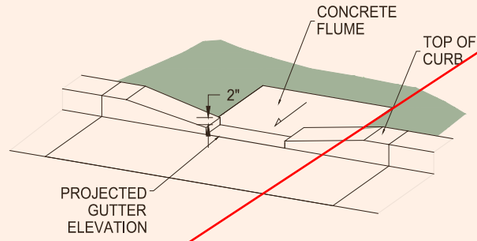
PLAN



CROSS SECTION 'M-M'



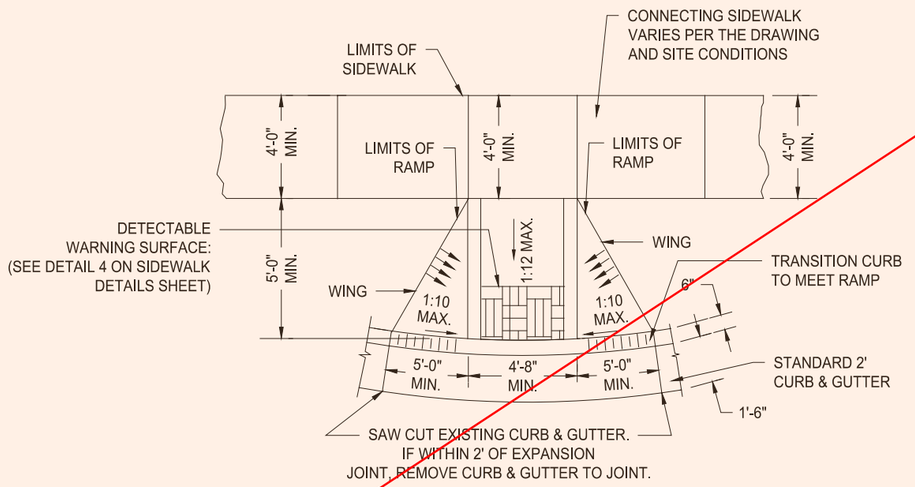
CROSS SECTION 'N-N'



ISOMETRIC

2 PERPINDICULAR VEGETATED AREA OUTLET DETAIL

N.T.S.



REFERENCES:

1. HAYS COUNTY STANDARD SPECIFICATIONS SECTION 8.00 - CONCRETE FOR STRUCTURES.
2. TEXAS DEPARTMENT OF LICENSING AND REGULATION, TEXAS ACCESSIBILITY STANDARDS.

3 TYPE 1 SIDEWALK CURB RAMP

N.T.S.

Inlet/Outlets & Curb Ramp installation completed with Phase 1 work (by others)

Item # 12.

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T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

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Texas

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MERCER STREET PASEO

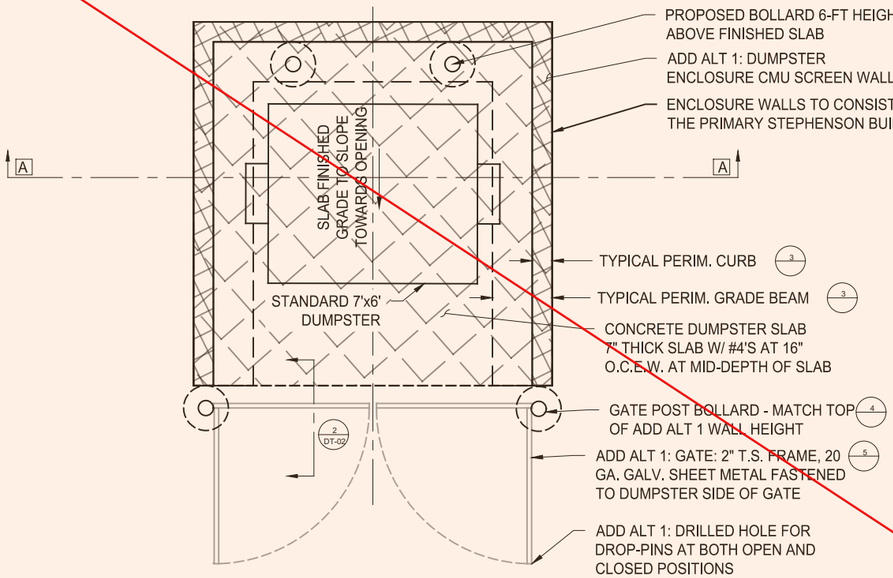
SHEET TITLE:

SITE DETAILS
CURB DETAILS
(2 OF 2)

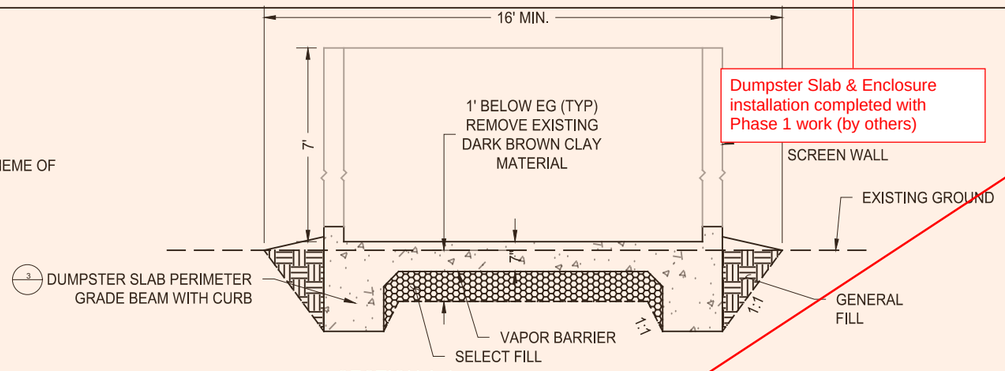
23 OF

251

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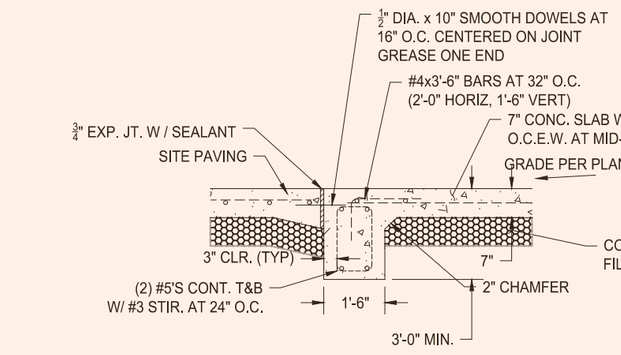
1 DUMPSTER SLAB DETAIL N.T.S.



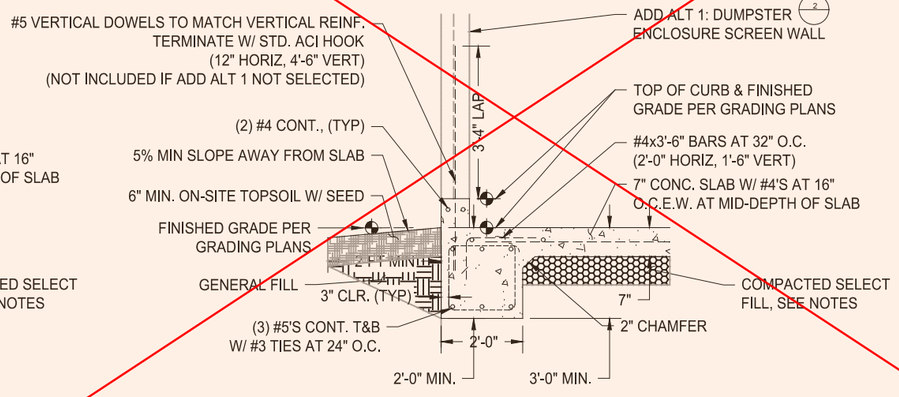
SECTION A-A N.T.S.

DUMPSTER SLAB NOTES:

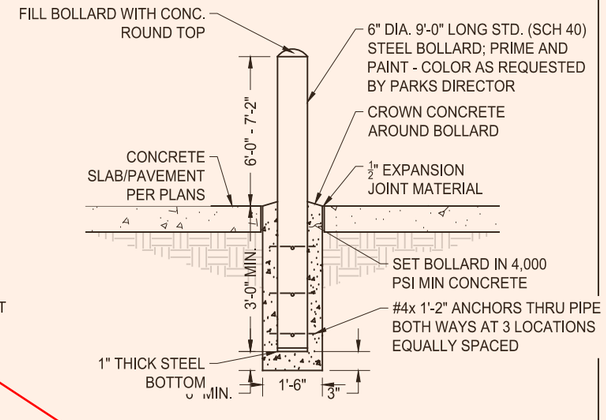
1. REFER TO GEOTECH REPORT FOR ADDITIONAL SITE PREPARATION AND MATERIAL REQUIREMENTS.
2. REMOVE EXISTING VEGETATION AND TOPSOIL AND AT LEAST 1-FT OF EXISTING STRATUM 1 DARK BROWN CLAYS FROM THE FOOTPRINT OF THE STRUCTURE AND REPLACE WITH SELECT FILL. IF LIMESTONE PRESENT, REMOVE TO AT LEAST 6" BELOW SLAB AND REPLACE WITH SELECT FILL.
3. PROOF ROLL EXISTING SUBGRADE WITH A MINIMUM OF 5 PASSES OF A FULLY LOADED DUMP TRUCK OR SIMILAR HEAVILY-LOADED PIECE OF EQUIPMENT. WEAK OR SOFT AREAS IDENTIFIED DURING PROOF ROLLING SHALL BE REMOVED AND REPLACED WITH SUITABLE, COMPACTED ON-SITE CLAYS, FREE OF ORGANICS, OVERSIZED AND DEGRADABLE OR DELETERIOUS MATERIALS.
4. MOISTURE CONDITION EXISTING SUBGRADE BY SCARIFYING TO 6IN. MIN. DEPTH, RECOMPACT TO A MIN. 95% OF MAXIMUM DENSITY (TEX-114-E). MOISTURE CONTENT SHOULD BE MAINTAINED WITHIN THE RANGE OF OPTIMUM MOISTURE CONTENT TO 3% + OPTIMUM UNTIL PERMANENTLY COVERED.
5. SELECT FILL MATERIAL SHALL CONSIST OF CRUSHED STONE OR GRAVEL AGGREGATE MEETING TXDOT SPECIFICATION ITEM 247, FLEXIBLE BASE, TYPE A OR C, GRADE 1-2 OR 3, WITH A MINIMUM PLASTICITY INDEX OF 20. PLACE SELECT FILL IN LOOSE LIFTS NOT EXCEEDING 8IN. IN THICKNESS AND COMPACTED TO AT LEAST 95% MAX. DENSITY (TEX-113-E). MOISTURE CONTENT OF THE SELECT FILL SHOULD BE MAINTAINED WITHIN 2% +/- OPTIMUM MOISTURE CONTENT UNTIL FINAL COMPACTION.



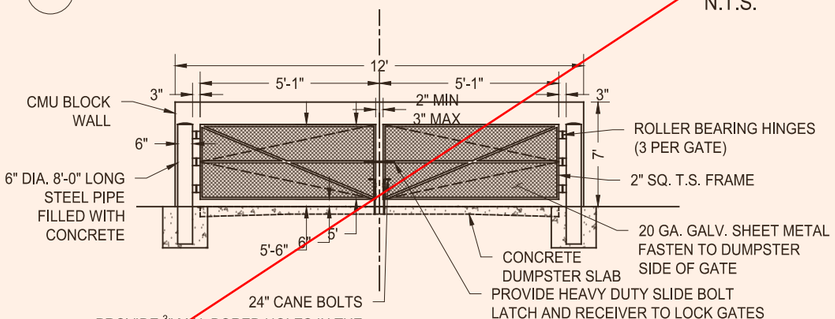
2 DUMPSTER SLAB PERIMETER GRADE BEAM AT MOUNTABLE CURB & GUTTER N.T.S.



3 DUMPSTER SLAB PERIMETER GRADE BEAM WITH CURB N.T.S.

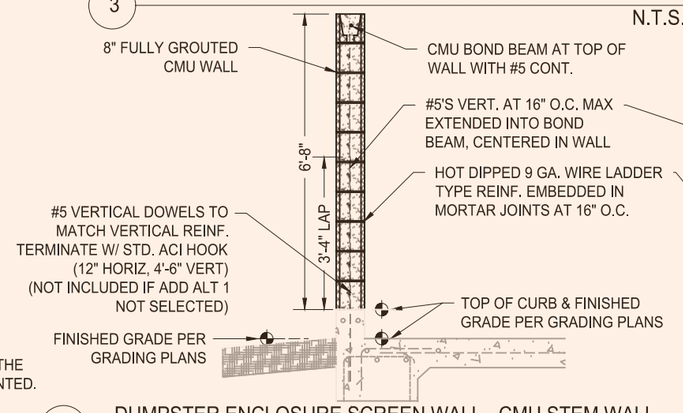


4 BOLLARD DETAIL N.T.S.

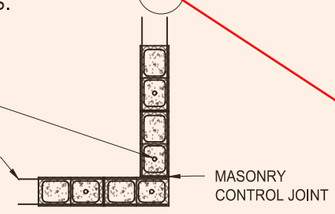


NOTE: DUMPSTER ENCLOSURE GATE SHALL BE PAID FOR BY THE LUMP SUM. ALL EXPOSED STEEL TO BE GALVANIZED AND PAINTED.

5 DUMPSTER ENCLOSURE GATE DETAIL N.T.S.



6 DUMPSTER ENCLOSURE SCREEN WALL - CMU STEM WALL N.T.S.



PLAN AT CORNER

GLEPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:



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REVISIONS:

NO.	REVISION	DATE

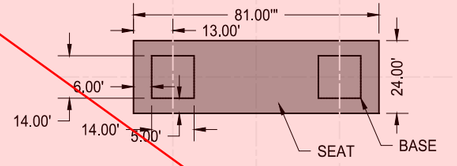
DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS Texas

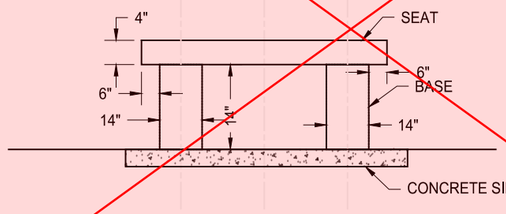
PROJECT:
MERCER STREET PASEO

SHEET TITLE:
SITE DETAILS
DUMPSTER SLAB & ENCLOSURE

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DS-Downtown\2026 Paseo\CAD\SHEETS\DS-PASEO_DETAILS.dwg



PLAN VIEW

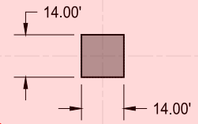


ELEVATION VIEW

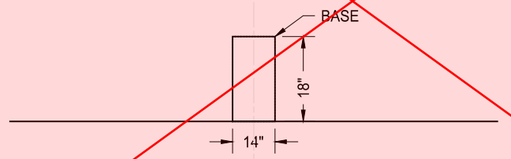
NOTES:
1. STONE BENCH COLOR AND MATERIALS SHALL MATCH EXISTING STONE BENCH AT THE MERCER STREET RESTROOM BUILDING.
2. BASE: 14"x14"x14" LIMESTONE QUARRY BLOCKS, "WHITE/GOLD" COLOR.
3. SEAT: LEUDERS LIMESTONE, 4" SLAB WITH EASED EDGES, PIN TO BASE BLOCKS WITH ½" DIA S.S. DOWELS
4. CONCRETE FOOTING SHALL BE CLASS A. CONCRETE FOOTING SHALL BE SUBSIDIARY TO PAY ITEM FOR STONE BENCH.
5. CONTRACTOR TO STAKE LOCATIONS OF BENCH FOR REVIEW AND APPROVAL OF CITY INSPECTOR/ENGINEER PRIOR TO PLACING CONCRETE FOOTINGS.

1 STONE MASONRY - MONOLITHIC STONE BENCH (SINGLE)
N.T.S.

Site Amenities to be completed with future phases (by others)



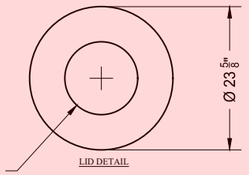
PLAN VIEW



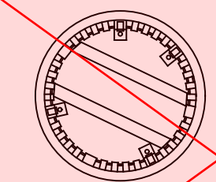
ELEVATION VIEW

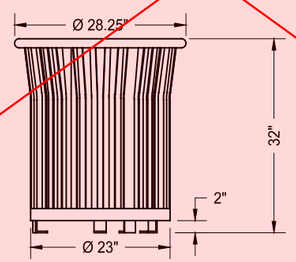
NOTES:
1. CUT STONE BLOCK COLOR AND MATERIALS SHALL MATCH EXISTING CUT STONES AT THE MERCER STREET RESTROOM BUILDING.
2. BASE: 14"x14"x18" LIMESTONE QUARRY BLOCKS, "WHITE/GOLD" COLOR.
3. PLACE CUT LIMESTONE BLOCKS ON FINISHED GRADE SURFACE IN LOCATIONS AS DIRECTED BY THE CITY ENGINEER.

2 CUT LIMESTONE BLOCK DETAIL
N.T.S.



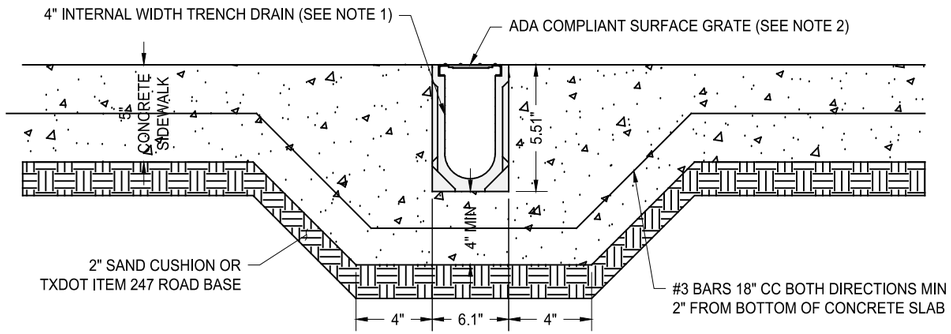
LID DETAIL





NOTES:
1. TRASH RECEPTACLE BASIS OF DESIGN: 32 GALLON "HARMONY", BY KEYSTONE RIDGE DESIGNS - WITH ELEVATED LEGS AND FLAT LID.
2. TRASH RECEPTACLE COLOR TO MATCH EXISTING DOWNTOWN RECEPTACLES ALONG MERCER STREET AND STEPHENSON BUILDING.
3. INSTALL RECEPTACLE ONTO PROPOSED SIDEWALK SLAB PER MANUFACTURER'S RECOMMENDATIONS AT LOCATIONS AS DIRECTED BY THE CITY ENGINEER.

3 TRASH RECEPTACLE DETAIL
N.T.S.



NOTES:
1. INSTALL ACO SYSTEM 4000 OR ENGINEER APPROVED EQUIVALENT OPEN CHANNEL TRENCH DRAIN SYSTEM AT LOCATIONS SHOWN IN THE PLANS. 4" MINIMUM NOMINAL INTERNAL WIDTH. PROVIDE POSITIVE DRAINAGE AWAY FROM GUTTER DOWNSPOUTS TO OUTFALL.
2. INSTALL ACO TYPE 494Q OR ENGINEER APPROVED EQUIVALENT ADA COMPLIANT GRATE.
3. INSTALL 4" ROUND OUTLET CAP AT END OF TRENCH DRAIN.
4. REFER TO MANUFACTURER'S LATEST INSTALLATION GUIDE.

4 SLOTTED TRENCH DRAIN
N.T.S.

GILPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
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ENGINEER'S SEAL:



6/10/2026

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REVISIONS:

NO.	REVISION	DATE

DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS
Texas

PROJECT:

MERCER
STREET PASEO

SHEET TITLE:

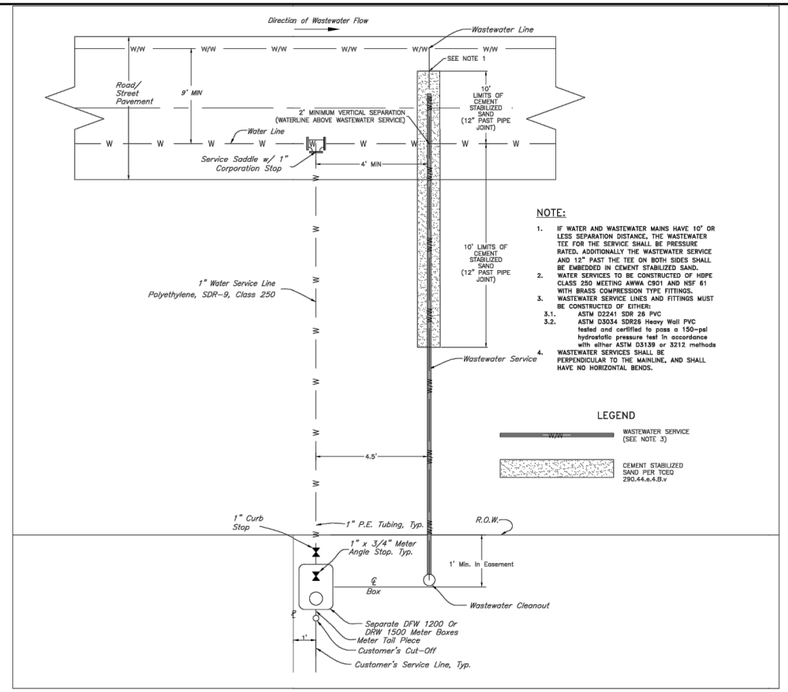
SITE DETAILS
SITE AMENITIES

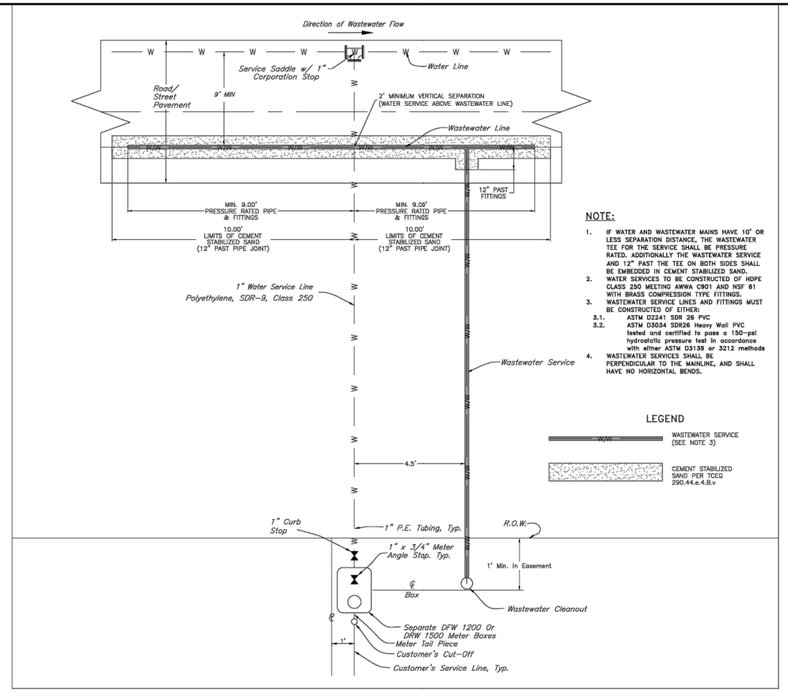
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AUSTIN, TX 78748
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TYPICAL SINGLE WATER/WASTEWATER SERVICE – PLAN

TYPICAL WATER SERVICE CONNECTION

SINGLE SERVICE

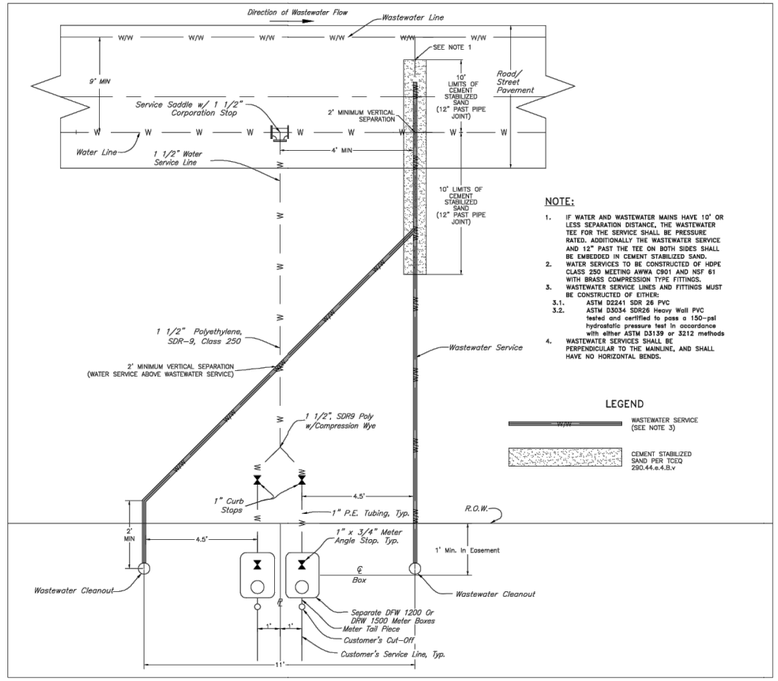
1" SMITH BLAIR 397 SERVICE SADDLE
1" CORPORATION STOP, FORD
1" POLYETHYLENE TUBING, CL. 250
4" DR 26 PVC CASING (LONG SIDE SERVICE ONLY))
1"X 3/4" ANGLE STOP VALVE (LOCK WING TYPE)
ALL BRASS FITTINGS

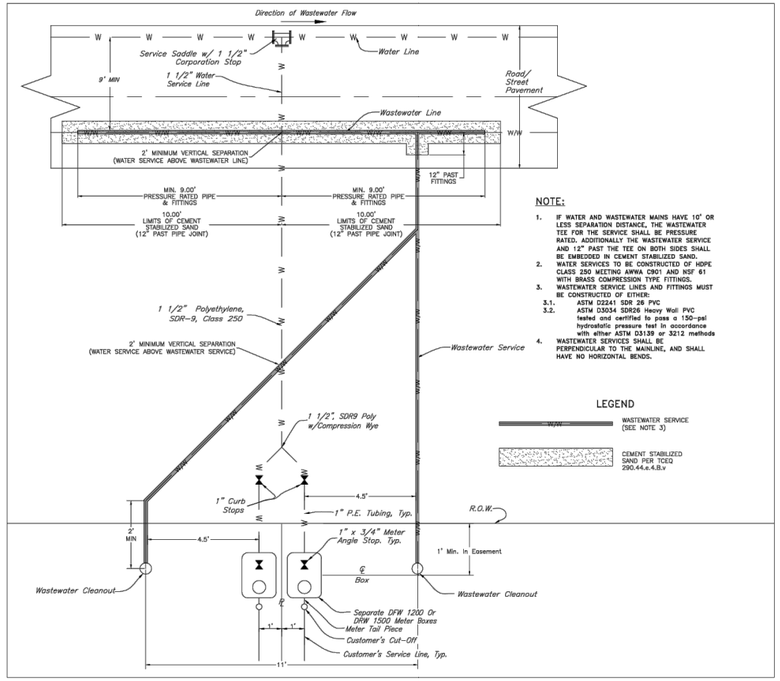
SINGLE METER BOX (DFW 1200 Or DFW 1500 If PRZ Required) SET IN SAND OR PEA GRAVEL

SERVICE SHALL BE PERPENDICULAR TO THE MAINLINE AND HAVE NO HORIZONTAL BENDS

DOUBLE SERVICE

1 1/2" SMITH BLAIR 397 SERVICE SADDLE
1 1/2" CORPORATION STOP FORD
1 1/2" CL. 250 POLYETHYLENE TUBING
4" DR 26 PVC CASING (LONG SIDE SERVICE ONLY)
2–1" CURB STOPS, 1– 1/2" BRASS TEE W/ 2– 1" X 3/4" BRASS BUSHINGS
2– 1"X 3/4" METER ANGLE STOP VALVES (LOCK WING TYPE) ALL BRASS FITTINGS
2–SINGLE METER BOX (DFW 1200 OR 1500 IF PRZ REQUIRED) SET IN SAND OR PEA GRAVEL
SERVICE SHALL BE PERPENDICULAR TO THE MAINLINE AND HAVE NO HORIZONTAL BENDS





TYPICAL DOUBLE WATER/WASTEWATER SERVICE – PLAN

CITY OF DRIPPING SPRINGS WATER/WASTEWATER SERVICE DETAILS JUNE 2022

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NO.	REVISION	DATE

DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS Texas

PROJECT:
MERCER STREET PASEO

SHEET TITLE:
CODS W&WW SERVICE DETAILS
(1 OF 2)

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9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:



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NO.	REVISION	DATE

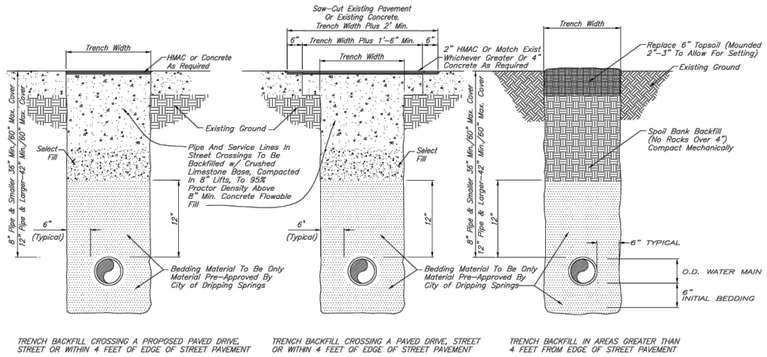
DATE: 6/10/2026
DESIGNED BY: DC
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS
Texas

PROJECT:
MERCER
STREET PASEO

SHEET TITLE:
CODS W&WW
SERVICE DETAILS
(2 OF 2)

27 OF 255

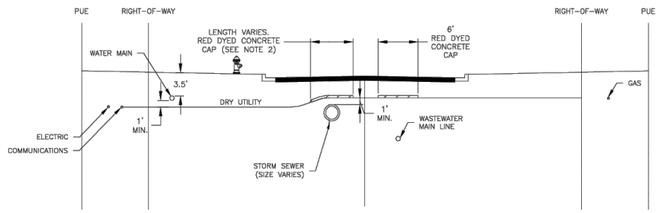


TRENCH BACKFILL CROSSING A PROPOSED PAVED DRIVE, STREET OR WITHIN 4 FEET OF EDGE OF STREET PAVEMENT

TRENCH BACKFILL CROSSING A PAVED DRIVE, STREET OR WITHIN 4 FEET OF EDGE OF STREET PAVEMENT

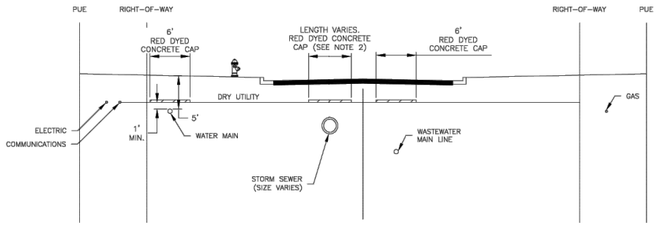
TRENCH BACKFILL IN AREAS GREATER THAN 4 FEET FROM EDGE OF STREET PAVEMENT

PIPELINE EMBEDMENT



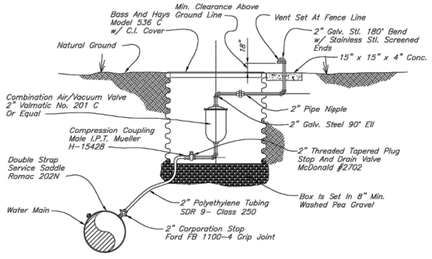
DRY UTILITY LOCATION – WATER LINE
DEPTH LESS THAN 5'

NOTES:
1. DETECTABLE WARNING TAPE SHOULD BE PLACED ON ALL DRY UTILITY MAIN LINES AND SERVICES.
2. CONCRETE CAP SHOULD BE EXTENDED 2' OUTSIDE THE STORM SEWER.
3. ANY TIME A DRY UTILITY CROSSES OVER A CITY UTILITY A RED DYED CONCRETE CAP IS REQUIRED. THE LENGTH OF THE CAP SHOULD BE AS REFERENCED IN THIS DETAIL.
4. PROPOSED GAS AND ELECTRIC UTILITY CONSTRUCTION PLANS SHOULD BE SUBMITTED TO THE CITY AND APPROVED PRIOR TO CONSTRUCTION OF THOSE UTILITIES.



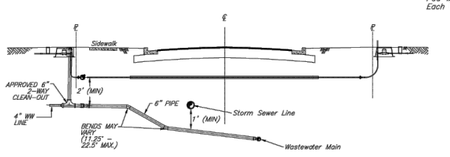
DRY UTILITY LOCATION – WATER LINE
DEPTH OF 5' OR LARGER

NOTES:
1. DETECTABLE WARNING TAPE SHOULD BE PLACED ON ALL DRY UTILITY MAIN LINES AND SERVICES.
2. CONCRETE CAP SHOULD BE EXTENDED 2' OUTSIDE THE STORM SEWER.
3. ANY TIME A DRY UTILITY CROSSES OVER A CITY UTILITY A RED DYED CONCRETE CAP IS REQUIRED. THE LENGTH OF THE CAP SHOULD BE AS REFERENCED IN THIS DETAIL.
4. PROPOSED GAS AND ELECTRIC UTILITY CONSTRUCTION PLANS SHOULD BE SUBMITTED TO THE CITY AND APPROVED PRIOR TO CONSTRUCTION OF THOSE UTILITIES.



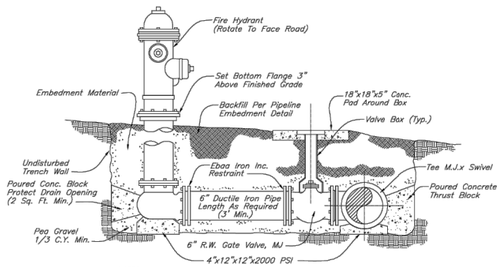
NOTE: Combination Air/Vacuum Valves Shall Be Located As Per Plans At The Highest Point Of The Line.

COMBINATION AIR/VACUUM VALVE



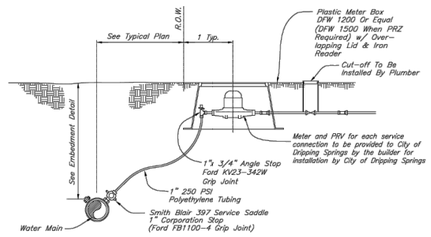
ALTERNATE DEEP SERVICE CONNECTION

NOTES:
1. This detail to be used when the depth of the wastewater service cleanout is greater than 6'.
2. See utility assignment cross-sections for actual utility assignments.

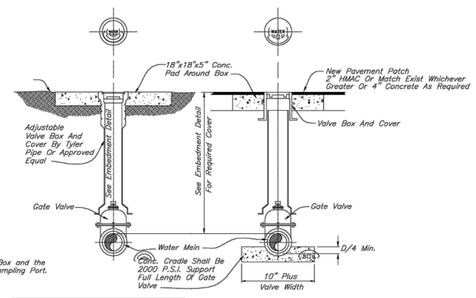


NOTES
1. Face of Fire Hydrant to be 3' from back of curb on streets with 6" curb and gutter, unless otherwise noted.
2. Face of Fire Hydrant to be 10' from back of ribbon/rolled curb on streets with ribbon/rolled curb, unless noted otherwise.
3. Fire hydrant should not be in conflict with sidewalks, curb ramps, or any other improvements.
4. Hydrants require 5 1/4 Storz connection.

FIRE HYDRANT ASSEMBLY



RESIDENTIAL WATER SERVICE CONNECTION

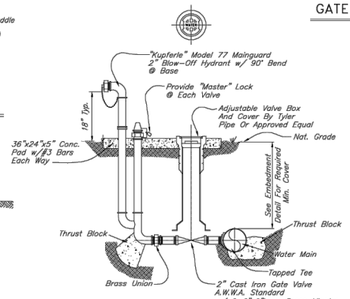


VALVE IN FIELDS, YARDS OR AREAS NOT SUBJECT TO TRAFFIC

VALVE WITHIN PAVED SURFACE AREA

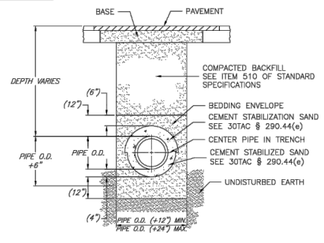
GATE VALVE & BOX

N.T.S



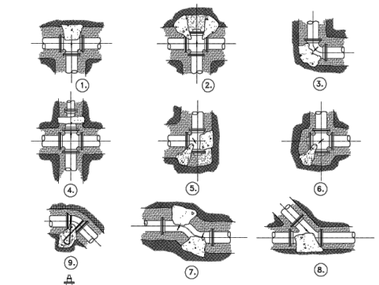
NOTE: Thrust Blocking Shall Be Placed In A Manner Not To Plug Integral Weep Hole

FLUSH VALVE



WATER AND WASTEWATER CROSSING OVER EXCAVATION TRENCH DETAIL

NOTES:
1. WHEN CEMENT STABILIZED SAND IS USED, THE TRENCH SHALL BE OVER EXCAVATED BY 12 INCHES TO PROVIDE A MINIMUM OF 12 INCHES OF GRAVEL BELOW THE CEMENT STABILIZED SAND TO ALLOW FOR GROUND WATER FLOW THROUGH TRENCHES.
2. OVER EXCAVATION SHALL EXTEND 5 FEET BEYOND THE CEMENT STABILIZED SAND ON BOTH SIDES OF THE PIPE.
3. THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30TAC § 290.44(e).

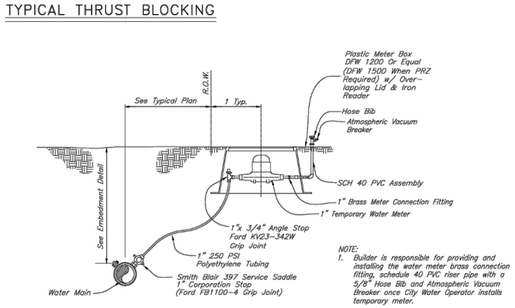


PIPE DIA.	FITTINGS	BLOCK DIMENSION HORIZ.	BLOCK DIMENSION VERT.
2"	All Fittings	1.5	2.0
4"	All Fittings	1.5	2.0
6"	Tee,Cross,Valve	1.5	1.5
6"	90° Bend	1.5	2.0
8"	Tee,Cross,Valve	2.0	2.0
8"	90° Bend	2.0	2.5
12"	Tee,Valve	3.0	3.0
12"	90° Bend	4.5	2.5
12"	45° Bend	2.5	2.5

NOTES:
1. Thru Line Connection,Tee
2. Thru Line connection, Cross Used As Tee
3. Directional Change, Elbow
4. Change Line Size, Reducer
5. Direction Change, Tee Used As Elbow
6. Direction Change, Cross Used AS Elbow
7. Direction Change
8. Thru Line Connection
9. Valve Anchor
10. Direction Change Vertical, Bend Anchor

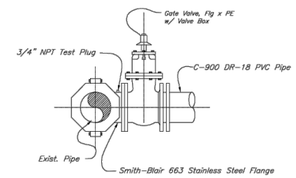
NOTE: Each Mechanical Joint Fitting And Gate Valves Shall Have Ebaa Iron Inc. Restraint.

TYPICAL THRUST BLOCKING



NOTE:
1. Builder is responsible for providing and installing the water meter brass connection fitting, schedule 40 PVC riser pipe with a 5/8" Hose Bib and Atmospheric Vacuum Breaker once City Water Operator installs temporary meter.

TEMPORARY RESIDENTIAL CONSTRUCTION METER CONNECTION



TAPPING SLEEVE AND VALVE

CITY OF DRIPPING SPRINGS
WATER/WASTEWATER DETAILS
FEBRUARY 2024

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ELECTRICAL GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR READING ALL NOTES AND SPECIFICATIONS.
2. NOT ALL NOTES APPLY TO THIS PROJECT.
3. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO ORDERING, FABRICATING AND/OR INSTALLING ANY DUCT, PIPING, EQUIPMENT OR DEVICES. COORDINATION SHALL INCLUDE BUT NOT BE LIMITED TO ALL MATERIALS, DEVICES AND EQUIPMENT THAT ARE CONCEALED WITHIN WALLS, ABOVE CEILINGS OR BELOW FLOORS, MILLWORK, OR THAT ARE LOCATED WITHIN MECHANICAL SPACES, AND SHALL INCLUDE EQUIPMENT CLEARANCES AND REQUIRED ROUTING TO AVOID STRUCTURAL MEMBERS TO ALIGN WITH WALL AND FLOOR PENETRATIONS, AND WITH RESPECT TO DOOR SWINGS. THE ARCHITECT OF RECORD AND/OR ENGINEER OF RECORD SHOULD BE NOTIFIED OF ANY CONFLICTS.
4. ALL ELECTRICAL WORK SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF A LICENSED ELECTRICIAN. INSTALL MATERIALS AND EQUIPMENT TO PRESENT A NEAT APPEARANCE WHEN COMPLETED AND IN ACCORDANCE WITH THE APPROVED RECOMMENDATIONS OF THE MANUFACTURER AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. ALL CONDUIT AND WIRING SHALL RUN PARALLEL OR PERPENDICULAR TO BUILDING LINES.
5. IF DIFFERENCES ARE FOUND BETWEEN THESE CONSTRUCTION DOCUMENTS AND THE EXISTING SITE CONDITIONS OR THE NEW EQUIPMENT MANUFACTURER 'S RECOMMENDATIONS, THESE DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD IN A TIMELY FASHION. ALL INFORMATION SHOULD BE FIELD VERIFIED PRIOR TO THE START OF CONSTRUCTION.
6. DRAWINGS ARE SCHEMATIC IN NATURE AND DO NOT NECESSARILY REFLECT ALL WORK REQUIRED TO COMPLETE THE PROJECT. DO NOT SCALE THE DRAWINGS FOR DIMENSIONS; ALL DIMENSIONS SHOULD BE TAKEN FROM ARCHITECTURAL DRAWINGS AND FROM THE EQUIPMENT TO BE FURNISHED.
7. THE CONTRACTOR SHALL PROVIDE (WHICH SHALL BE DEFINED IN THESE DOCUMENTS TO MEAN FURNISH AND INSTALL) ALL MATERIALS, LABOR AND EQUIPMENT AS REQUIRED TO COMPLETE THE PROJECT WITHIN THE DESIGN INTENT AT NO ADDITIONAL COST.
8. ALL NEW AND EXISTING-TO-REMAIN SYSTEMS SHALL BE INSTALLED OR REWORKED SO AS TO BE COMPLETE AND FUNCTIONING SYSTEMS AT THE COMPLETION OF THE PROJECT.
9. THE CONTRACTOR SHALL VISIT THE SITE OF THE PROPOSED CONSTRUCTION TO BECOME THOROUGHLY FAMILIAR WITH DETAILS OF WORK AND WORKING CONDITIONS, VERIFY DIMENSIONS IN THE FIELD, AND ADVISE THE ENGINEER OF ANY DISCREPANCIES BEFORE PROVIDING A BID.
10. THE CONTRACTOR, BY SUBMITTING A BID PROPOSAL, AGREES TO ACCEPT ALL EXISTING SITE CONDITIONS NOT SPECIFICALLY EXEMPTED. ALL EXCEPTIONS SHALL BE PROVIDED TO THE ENGINEER IN WRITING.
11. ALL WORK SHALL BE SCHEDULED FOR A TIME ACCEPTABLE TO THE PROJECT MANAGER. THE BUILDING NEEDS TO REMAIN OPERATIONAL DURING THE CONSTRUCTION PERIOD.
12. CONTRACTOR MAY REQUEST PARKING, MATERIAL STORAGE AND WASTE RECEPTACLE SPACE. THIS REQUEST SHALL BE SENT TO THE UT SITE CONSTRUCTION COORDINATOR TWO WEEKS PRIOR TO WHEN THE SPACES ARE NEEDED. SPACES ARE NOT GUARANTEED. MATERIAL STORAGE AND WASTE RECEPTACLE SPACE SHALL ALSO BE COORDINATED WITH BUILDING MANAGER.
13. ANY CHANGES TO THE CONSTRUCTION DOCUMENTS THAT ARE THE RESULT OF THE OWNER 'S ACCEPTANCE OF CONTRACTOR PROPOSED CHANGES, ALTERNATES AND/OR SUBSTITUTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL RECEIVE APPROVAL OF THE ENGINEER OF RECORD PRIOR TO IMPLEMENTING CHANGES TO THE CONSTRUCTION DOCUMENTS. ANY CHANGES OR MODIFICATIONS MADE WITHOUT CONSENT MAY RESULT IN WORK REMOVED AND INSTALLED ACCORDING TO THE PLANS WITH NO COST TO THE OWNER OR ENGINEER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO THE EXISTING PROPERTY BY THEIR STAFF AND SUBCONTRACTED STAFF. THE CONTRACTOR SHALL TAKE PROPER PRECAUTIONS TO PROTECT EXISTING CONSTRUCTION AND ADJACENT PROPERTY, WITH WHICH WORK COMES IN CONTACT, AND OVER TO TRANSPORT, HOIST OR MOVE MATERIALS, EQUIPMENT, DEBRIS, ETC., AND SHALL REPAIR SATISFACTORILY ALL DAMAGES CAUSED DURING CONSTRUCTION.
15. MATERIALS AND EQUIPMENT FURNISHED UNDER THIS CONTRACT SHALL BE NEW AND SHALL BEAR THE U.L. LABEL WHERE APPLICABLE UNLESS NOTED OTHERWISE.
16. THE CONTRACTOR SHALL MAINTAIN A SET OF CONSTRUCTION DRAWINGS ON SITE AT ALL TIME SO THAT ALL CHANGES BETWEEN THE DRAWINGS AND THE ACTUAL CONSTRUCTION CAN BE NOTED IN RED. AT THE END OF CONSTRUCTION, THE CONTRACTOR SHALL SIGN AND DATE THE DRAWINGS CERTIFYING THAT THEY ARE AN ACCURATE REFLECTION OF THE ACTUAL CONSTRUCTION AND TURN IN RED MARKED UP DRAWINGS.
17. THE CONTRACTOR SHALL FURNISH AND INSTALL ARC FLASH WARNING LABELS, PER NEC AND UT STANDARDS, ON ALL PANELS INVOLVED IN PROJECT.
18. IF CONFLICTS BETWEEN THE SPECIFICATIONS AND DRAWINGS OCCUR, THE HIGHER QUALITY OR QUANTITY SHALL BE PROVIDED AND INSTALLED. WHEN CONFLICTS EXIST, CONTRACTOR SHALL PROVIDE A WRITTEN REQUEST FOR CLARIFICATION FROM THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL EXPENSES INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO OBTAIN CLARIFICATION.

REQUIRED CODES AND STANDARDS:

19. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL CODES AND ORDINANCES, INCLUDING 2023 NFPA 70 NATIONAL ELECTRIC CODE (NEC), 2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC), ANSI/ASHRAE/IESNA STANDARD 90.1-2022 ENERGY STANDARD FOR BUILDINGS EXCEPT LOW-RISE RESIDENTIAL BUILDINGS.
20. WHERE APPROVED STANDARDS HAVE BEEN ESTABLISHED BY OSHA, UL, ASHRAE, IEEE, ASPE, IESNA, ANSI, NFPA, STATE FIRE INSURANCE REGULATORY BODY, AND FM, FOLLOW THESE STANDARDS WHETHER OR NOT INDICATED ON THE DRAWINGS. INCLUDE COST OF WORK REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THESE AUTHORITIES IN THE ORIGINAL PROPOSAL.

SUBSTITUTION REQUESTS:

21. IF THE CONTRACTORS DESIRE TO MAKE A SUBSTITUTION THEY SHALL SUBMIT A SUBSTITUTION REQUEST TO THE ENGINEER OF RECORD ALONG WITH ADEQUATE PRODUCT INFORMATION TO DEMONSTRATE THAT THE PROPOSED PRODUCT WILL MEET THE REQUIREMENTS OF THE APPLICATION. ACCEPTANCE IS AT THE SOLE DISCRETION OF THE ENGINEER OF RECORD.
22. SUBSTITUTION REQUESTS FOR CONVENIENCE OR FOR LACK OF PLANNING WILL NOT BE ACCEPTED.

SUBMITTALS:

23. THE CONTRACTOR SHALL PROVIDE SUBMITTALS FOR ALL NEW EQUIPMENT, LABELS, MATERIALS, CONTROLS, AND ACCESSORIES TO BE PROVIDED. SUBMIT FOUR (4) COPIES FOR APPROVAL.
24. ENGINEER'S REVIEW OF SUBMITTALS CONSTITUTES AN ACKNOWLEDGEMENT ONLY AND IN NO WAY RELIEVES THE CONTRACTOR OF FULL RESPONSIBILITY FOR PROVIDING ALL SYSTEMS IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS. ANY MATERIAL PROVIDED BY THIS CONTRACTOR WITHOUT APPROVED SHOP DRAWINGS CONSTITUTES THE CONTRACTOR 'S AGREEMENT TO COMPLY WITH THE ENGINEER 'S INTENT WHETHER SPECIFIED, SHOWN OR IMPLIED.

REQUESTS FOR INFORMATION (RFI'S):

25. IF THE NEED SHOULD ARISE THAT THE CONTRACTOR NEEDS ADDITIONAL INFORMATION AND/OR CLARIFICATION, THE CONTRACTOR SHALL SUBMIT A REQUEST FOR INFORMATION (RFI).

UTILITY OUTAGES:

26. ALL UTILITY OUTAGES REQUIRE 7 WORKING DAY'S NOTICE. CONTRACTOR SHALL COORDINATE ALL UTILITY OUTAGES WITH CLIENT/OWNER SITE REPRESENTATIVE AND BUILDING MANAGER. CONTRACTOR SHALL PROVIDE CLIENT/OWNER WITH AN OUTAGE SCHEDULE FOR REVIEW.

DEMOLITION:

27. THE CONTRACTOR SHALL REMOVE ELECTRICAL EQUIPMENT, WIRING DEVICES, LIGHTING FIXTURES & CONTROLS, PATHWAYS, ETC. THAT ARE BEING REMOVED FROM SERVICE AS PART OF THIS PROJECT. SALVAGED MATERIALS SHALL BE OFFERED TO THE OWNER. THE CONTRACTOR SHALL REMOVE ALL ITEMS THAT THE OWNER DOES NOT ELECT TO RETAIN, FROM THE SITE AND DISPOSE OF THEM IN A RESPONSIBLE AND LEGAL MANNER.
28. PATHWAYS: REMOVE EXISTING CONDUIT, FITTINGS AND DEVICE/JUNCTION BOXES AS INDICATED, INCLUDING PATHWAYS SERVING EQUIPMENT AND ITEMS TO BE REMOVED. WHERE EXISTING PATHWAYS WILL NOT BE RECONNECTED, CAP OR PLUG IN A CONCEALED MANNER AS REQUIRED.
29. LIGHT FIXTURES/WIRING DEVICES: REMOVE EXISTING LIGHT FIXTURES & WIRING DEVICES AS INDICATED.
30. EQUIPMENT: REMOVE EXISTING ELECTRICAL DISTRIBUTION EQUIPMENT AS INDICATED, INCLUDING ASSOCIATED PATHWAYS & CONDUCTORS UNLESS OTHERWISE INDICATED.
31. ALL DEMOLITION WORK SHALL BE COORDINATED WITH OWNER/TENANT REPRESENTATIVE.

ENVIRONMENTAL ISSUES:

32. ALL ENVIRONMENTAL ISSUES SHALL BE ADDRESSED BY OTHERS. THIS WOULD INCLUDE SUCH ITEMS AS ASBESTOS ABATEMENT AND DISPOSAL, MOLD ABATEMENT, LEAD PAINT ABATEMENT, OIL AND OTHER SOLVENTS REMEDIATION AND DISPOSAL, ETC.
33. LEAD PAINT AND ACM WARNINGS: HAZARDOUS MATERIALS TESTING REPORT WILL BE PROVIDED TO THE CONTRACTOR. LOCATIONS AND AMOUNTS OF HAZARDOUS MATERIALS ARE NOT SPECIFICALLY NOTED ON THESE DRAWINGS. IF THE CONTRACTOR UNCOVERS MATERIALS IN AREAS THAT HAVE NOT BEEN ABATED OR TESTED, THEY ARE OBLIGATED TO CONTACT THE CLIENT/OWNER PROJECT MANAGER FOR ADDITIONAL TESTING AND MUST STOP WORK IN THE AFFECTED AREA(S).
34. MAINTAIN WORK AREAS AT A NEGATIVE PRESSURE RELATIVE TO REMAINDER OF BUILDING. COVER ALL OPENINGS INTO THE BUILDING AND / OR PROJECT CONSTRUCTION AREA. PROTECT AND COVER WITH FILTERS ALL MAIN AHU RETURN AIR OPENINGS LOCATED WITH-IN AREA OF CONSTRUCTION. ALERT THE OWNER TO THE POSSIBILITY OF DUST FROM DEMOLITION/CONSTRUCTION ACTIVITIES AT LEAST 24 HOURS IN ADVANCE OF SUCH OPERATIONS, IN WRITING. CONTRACTOR SHALL ERECT DUST BARRIERS PRIOR TO STARTING DEMOLITION OR CONSTRUCTION WORK.
35. POTENTIAL SILICA EXPOSURE WHEN DRILLING, SANDING, OR CUTTING THROUGH CONCRETE, BRICK, CERAMIC TILES, AND STONE PRODUCTS.

CONDUCTORS AND CABLES:

36. ALL BUILDING WIRING SHALL BE INSULATED COPPER CONDUCTORS RUN FROM LOAD TO SOURCE INSIDE RACEWAY, CONTINUOUS (WITHOUT SPLICES) BETWEEN JUNCTION AND PULL BOXES, AND EXPOSED INSIDE PANELS ONLY.
37. ALL WIRING SHALL BE 98% CONDUCTIVITY COPPER WITH TYPE THHN/THWN INSULATION. USE XHHW WHERE INSTALLED IN CONDUIT UNDERGROUND. ALL CONDUCTORS SHALL BE SOLID FOR #10 AWG AND SMALLER AND STRANDED FOR LARGER THAN #10 AWG. MINIMUM CONDUCTOR SIZE SHALL BE #12 AWG UNLESS OTHERWISE NOTED. CONTROL WIRING CAN BE #14 AWG.
38. ALL WIRING SHALL BE RUN IN CONDUIT OR SHALL BE PLENUM RATED INSULATION WHERE SPECIFICALLY ALLOWED.
39. METAL CLAD CABLE ASSEMBLIES (TYPE "MC") MAY BE USED FOR DROP FROM J-BOX TO INDIVIDUAL DEVICES, WITHIN WALLS FROM DEVICE TO DEVICE, AND ABOVE CEILING FROM BOX TO FIXTURE AND FIXTURE TO FIXTURE. SUPPORT CABLE ASSEMBLIES FROM STRUCTURE WITH LISTED CLIPS AND STRAPS. DO NOT USE WIRE OR PERFORATED STRAPPING FOR SUPPORT.
    A. CAUTION FOR USE OF FLEX IN HEALTHCARE FACILITIES: FLEX CABLE ASSEMBLIES IN PATIENT CARE AREAS MUST HAVE REDUNDANT GROUND, PROVIDE AFC HCF-90 OR SIMILAR. FLEXIBLE METAL CONDUIT WITH GREEN INSULATED GROUNDING CONDUCTOR MAY ALSO BE USED. REF NEC 517.13A.
40. ALL SINGLE POLE CIRCUITS SHALL HAVE A DEDICATED NEUTRAL CONDUCTOR ROUTED TO THE SOURCE PANEL.
41. ALL POWER & CONTROL WIRING ROUTED THROUGH RETURN AIR PLENUMS SHALL BE PLENUM RATED.
42. UP TO 3-20A CIRCUITS MAY SHARE A RACEWAY FOR HOMERUNS WHERE SUITABLE & PER NEC CONDUIT FILL RULES.
43. MIN. WIRE SIZE IS #12 AWG FOR HOME RUNS UP TO 50'; HOME RUNS LONGER THAN 50' SHALL BE #10 MIN.

GROUNDING AND BONDING:

44. ALL RACEWAYS AND CIRCUITS SHALL BE PROVIDED WITH A NEC 250 COMPLIANT GREEN GROUND CONDUCTOR.
45. UNLESS OTHERWISE NOTED, MINIMUM GROUND WIRE SIZE SHALL BE NO 12 AWG WITH THE EXCEPTION THAT ANY FEEDER EXCEEDING 100 FEET SHALL BE MINIMUM NO 10 AWG.
46. ALL EQUIPMENT SHALL BE PROPERLY BONDED.
47. UPON COMPLETION OF THE WORK, ALL PARTS OF THE ELECTRICAL INSTALLATION SHALL BE MEGGER TESTED AND PROVED TO BE FREE OF UNWANTED GROUNDS AND OTHER DEFECTS.
48. DO NOT SERVE MORE THAN THREE CIRCUITS WITH A SINGLE GROUND WIRE.
49. GROUNDING CONDUCTORS SHALL BE ROUTED ALONG THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE, UNLESS OTHERWISE INDICATED. AVOID OBSTRUCTING ACCESS OR PLACING CONDUCTORS WHERE THEY MAY BE SUBJECT TO STRAIN, IMPACT, OR OTHER DAMAGE.
50. MAKE CONNECTIONS SO GALVANIC ACTION OR ELECTROLYSIS POSSIBILITY IS MINIMIZED. SELECT CONNECTORS, CONNECTION HARDWARE, CONDUCTORS, AND CONNECTION METHODS SO METALS IN DIRECT CONTACT WILL BE GALVANICALLY COMPATIBLE.
51. IF METAL RACEWAYS TERMINATE AT METAL HOUSINGS WITHOUT MECHANICAL AND ELECTRICAL CONNECTION TO HOUSING, TERMINATE EACH CONDUIT WITH A GROUNDING BUSHING. CONNECT GROUNDING BUSHING WITH A BARE GROUNDING CONDUCTOR TO TERMINAL IN HOUSING.

HANGERS AND SUPPORTS:

52. SUPPORT RACEWAYS USING GALVANIZED STEEL OR MALLEABLE IRON STRAPS; CHANNEL OR PIPE CLAMPS AS APPROPRIATE.
53. PROVIDE SUPPORTS AT ALL BOXES, ELEC. EQUIP., LOADS, & AT CODE REQUIRED INTERVALS ALONG RACEWAYS.
54. SUPPORT LIGHTING, ELEC. EQUIP., RACEWAYS/BOXES, ETC. INDEPENDENTLY. DO NOT USE CEILING SUPPORT WIRES, PIPING SYSTEMS, ETC.

RACEWAY AND BOXES:

55. PROVIDE COMPLETE RACEWAY SYSTEMS FROM SOURCE TO ALL LOADS WITH DEDICATED SUPPORTS FOR EACH RACEWAY ELEMENT.
56. PROVIDE ALL REQUIRED BOXES & SUPPORTS FOR WIRING DEVICES, TELECOMMUNICATIONS, FIRE ALARM, ACCESS CONTROL, CONTROLS EQUIPMENT, ALARMS, SENSORS, ETC.
57. ALL J-BOXES SHALL BE SECURE, NO FLOATING BOXES. THERE SHALL BE NO BACK-TO-BACK J-BOX INSTALLATIONS.
58. ALL INTERIOR, DRY LOCATION CONDUIT SHALL BE EMT. WITH COMPRESSION FITTINGS.
59. PROVIDE PULL BOXES AT APPROPRIATE LOCATIONS FOR ALL POWER AND SPECIAL SYSTEMS RACEWAYS WHETHER SHOWN ON PLANS OR NOT. INSTALL IN CONCEALED, ACCESSIBLE LOCATIONS.
60. DO NOT INSTALL RACEWAY WITH MORE THAN THE EQUIVALENT OF THREE NINETY DEGREE BENDS BETWEEN PULL POINTS.
61. THE CONDUIT ROUTING SHOWN ON THESE PLANS IS DIAGRAMMATIC.
62. COORDINATE INTERIOR ROUTING WITH OTHER TRADES; STRUCTURE; NEW AND EXISTING UTILITIES, DUCTWORK, PIPING; AND OTHER EXISTING CONDITIONS AS REQUIRED FOR A COMPLETE, CONFLICT-FREE INSTALLATION.
63. ROUTE RACEWAYS PARALLEL AND PERPENDICULAR TO WALLS, FLOORS, AND CEILINGS.
64. ROUTE EXPOSED CONDUIT PARALLEL AND TIGHT TO STRUCTURAL ELEMENTS. FOLLOW ALL SURFACE CONTOURS; DO NOT ROUTE IN FREE AIR FROM POINT TO POINT.
65. INSTALL RACEWAYS SO THAT IT DRAINS TO JUNCTION AND PULL BOXES TO AVOID MOISTURE TRAPS AT LOW POINTS; INSTALL JUNCTION BOX WITH DRAIN FITTING AT LOW POINTS IN CONDUIT SYSTEM.
66. INSTALL FITTINGS TO ACCOMMODATE EXPANSION AND DEFLECTION WHERE RACEWAY CROSSES SEISMIC, CONTROL, AND EXPANSION JOINTS.
67. INSTALL SUITABLE PULL STRING OR CORD IN EACH EMPTY RACEWAY, LABEL, AND CAP.
68. CLOSE ENDS AND UNUSED OPENINGS IN SURFACE RACEWAYS, WIREWAY, BOXES, AND ENCLOSURES.
69. USE MULTI-GANG BOXES IN ALL POSSIBLE LOCATIONS.
70. PAINT EXPOSED RACEWAYS AND BOXES TO MATCH THE SURFACE TO WHICH THEY ARE ATTACHED IN EXPOSED, FINISHED AREAS.
71. ALL CONDUIT SHALL HAVE AN NEC-COMPLIANT GROUND AND AN INSULATED THROAT BUSHING IN PLACE FOR PULLING CONDUCTORS.
72. IN CONCEALED DRY INTERIOR LOCATIONS PROVIDE RIGID STEEL CONDUIT (RMC), INTERMEDIATE METAL CONDUIT (IMC), OR ELECTRICAL METALLIC TUBING (EMT). PROVIDE EMT AND COMPRESSION TYPE FITTINGS THAT COMPLY WITH ANSI 80.3. TYPES AND SIZES SHALL BE PROVIDED AS INDICATED BY THE DRAWINGS OR AS REQUIRED BY CODE FOR EACH APPLICATION, WITH FITTINGS THAT MATCH AND MATE WITH RACEWAYS.
73. IN EXPOSED DRY INTERIOR LOCATIONS PROVIDE RIGID STEEL CONDUIT (RMC) BELOW 10' AFF, OTHERWISE RMC, IMC OR EMT.
74. IN MECHANICAL ROOMS & INDUSTRIAL FACILITIES (LABS) PROVIDE RIGID STEEL CONDUIT (RMC) THROUGHOUT.
75. ALL OUTLET, DEVICE, PULL, AND JUNCTION BOXES SHALL BE MANUFACTURED FROM GALVANIZED SHEETMETAL AND SHALL COMPLY WITH NEMA OS 1.
76. MINIMUM ALLOWED RACEWAY SIZE IS 3/4"Ø.
77. SUPPORT RACEWAYS TO PREVENT BOTH HORIZONTAL AND VERTICAL MOVEMENT. WIRE SUPPORTS FOR CEILING GRID MAY NOT BE USED TO SUPPORT CONDUIT. RUN PARALLEL OR BANKED RACEWAYS TOGETHER, ON COMMON SUPPORTS WHERE PRACTICAL.
78. DURING CONSTRUCTION USE TEMPORARY CLOSURES TO PREVENT FOREIGN MATTER FROM ENTERING RACEWAYS.
79. MAKE BENDS AND OFFSETS SO THAT ID OF RACEWAYS IS NOT REDUCED. KEEP LEGS OF BENDS IN THE SAME PLANE AND STRAIGHT LEGS OF OFFSETS PARALLEL UNLESS OTHERWISE INDICATED.
80. MAKE RACEWAY TERMINATIONS TIGHT. USE INSULATING BUSHINGS AT ALL TERMINATIONS TO PROTECT CONDUCTORS.

WIRING DEVICES:

81. DUPLEX RECEPTACLES MOUNTED ON OPPOSITE SIDES OF A COMMON WALLS SHALL BE A MINIMUM OF 12" APART. (NO BACK TO BACK OUTLETS) TO REDUCE NOISE TRANSFER. JUNCTION BOXES IN ADJACENT ROOMS SHALL NOT BE INSTALLED IN THE SAME WALL CAVITY. SEPARATE ALL JUNCTION BOXES BY AT LEAST ONE FRAMING MEMBER.
82. PROVIDE GFI RECEPTACLES & DIMMERS WITH DEDICATED NEUTRALS INDEPENDENT OF OTHER LOADS ON THE CIRCUIT (WHERE GFI OR DIMMER IS SPECIFIED).
83. PROVIDE A MAXIMUM OF 4 QUAD RECEPTACLES OR 8 DUPLEX RECEPTACLES ON A SINGLE 20A POWER CIRCUIT UNLESS OTHERWISE SHOWN ON DRAWINGS.
84. WIRING DEVICES SHALL BE HEAVY DUTY GRADE (MIN), GROUNDING, AND RATED FOR LOAD (20A MIN). NOTE THAT SOME LOCATIONS REQUIRE WEATHER RATED, INDUSTRIAL OR HEAVY DUTY, AND HOSPITAL GRADE DEVICES.
85. UNLESS OTHERWISE NOTED, WALL PLATES SHALL BE SMOOTH HIGH-IMPACT THERMOPLASTIC WITH METAL SCREWS WITH HEAD COLOR TO MATCH PLATE FINISH. MATCH THE COLOR/FINISH OF THE EXISTING PLATES.
86. USE APPROPRIATELY SIZED WIRE NUTS TO SECURE WIRING. PUSH-ON, "WAGO" STYLE CONNECTORS ARE NOT ACCEPTABLE.
87. UNLESS INDICATED OTHERWISE, ALL RECEPTACLES ARE TO BE DUPLEX, NEMA 5-20R.
88. ON FIRE RATED OR INSULATED WALLS, INSTALL OUTLETS OCCURRING ON OPPOSITE SIDES OF A PARTITION A MINIMUM OF 2 FT. APART, UNLESS NOTED OTHERWISE.
89. INSTALL ADJACENT DATA/TELEPHONE AND ELECTRICAL OUTLETS AT 6 INCHES ON CENTER, UNLESS NOTED OTHERWISE.
90. INSTALL WALL OUTLETS SO THAT THE CENTER LINE IS 1'-6" AFF, TO MATCH EXISTING, UNLESS NOTED OTHERWISE.
91. INSTALL LIGHT SWITCHES 3'-9" AFF AND A MAXIMUM OF 6 INCHES FROM LATCH JAMB (OR SIDELIGHT JAMB) OR A MAXIMUM OF 6 INCHES BEYOND THE LATCH STILE OF THE DOOR IN ITS OPEN POSITION AGAINST THE DOOR STOP. COORDINATE SWITCH ELEVATIONS WITH OTHER TRADES, AND ADA/TAS REQUIREMENTS.

ENCLOSED SWITCHES AND CONTACTORS:

92. TO FACILITATE SAFE REPAIR AND REPLACEMENT OF EQUIPMENT, PROVIDE ALL STARTERS AND DISCONNECTS WITH LOTO PROVISIONS.
93. MOUNT STARTERS AND DISCONNECTS SERVING HVAC EQUIPMENT TO STRUCTURE ADJACENT TO EQUIPMENT SERVED RATHER THAN MOUNTING DIRECTLY TO THE EQUIPMENT. THIS INCLUDES U-CHANNEL SUPPORT AND 120V MAINTENANCE RECEPTACLE FOR ROOF MOUNTED EQUIPMENT. PROVIDE WORKING SPACE PER NEC REQUIREMENTS. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LIGHT FIXTURE LOCATIONS AND QUANTITIES.

LIGHTING:

94. EXAMINE THE AREA OF INSTALLATION TO VERIFY ADEQUATE SPACE AND MOUNTING PROVISIONS ARE PROVIDED FOR THE SPECIFIED LUMINAIRE PRIOR TO ORDERING LUMINAIRES.
95. VERIFY THAT LUMINAIRES WILL NOT INTERFERE WITH REQUIRED CLEARANCES FOR EQUIPMENT INCLUDING FILTER PULL SPACE, NEC WORKING SPACE IN FRONT OF DISCONNECTS, CONTROL PANELS, ETC.
96. COORDINATE EXIT LIGHT LOCATIONS WITH STRUCTURE AND BUILDING SYSTEMS TO ENSURE EXIT SIGNS ARE VISIBLE.
97. EXIT SIGNS WITH BACKWARD LETTERING SHALL NOT BE PERMITTED ANYWHERE. SINGLE-SIDED EXIT SIGNS SHALL HAVE A BLANK/OPAQUE BACK SIDE WITH FINISH SPECIFIED BY THE ARCHITECT. DOUBLE-SIDED EXIT SIGNS SHALL HAVE ENGLISH LETTERS "E X I T" THAT READ FROM LEFT-TO-RIGHT ON EACH SIDE.
98. PROVIDE GROUND WIRE AND ONE NEUTRAL CONDUCTOR PER CIRCUIT IN ALL LIGHTING CONDUIT.
99. LABEL ALL CIRCUIT BREAKERS SERVING EMERGENCY LIGHTING.
100. UNLESS NOTED OTHERWISE, EMERGENCY EGRESS PATHWAY LIGHT FIXTURES, LIGHTS NOTED "xE", AND LIGHTS SHOWN CROSS HATCHED SHALL BE CONNECTED TO THE SWITCHED AREA LIGHTING CIRCUIT FOR NORMAL OPERATION AND AN UNSWITCHED CIRCUIT FROM THE SAME OCPD TO AUTOMATICALLY CONTROL POWER TRANSFER TO AN INTEGRAL BATTERY PACK FOR 90 MINUTES OF EMERGENCY OPERATION WHEN THE NORMAL POWER IS SENSED ON THE UNSWITCHED CIRCUIT. ALL BATTERY PACKS SHALL HAVE SELF DIAGNOSTICS, WITH A BATTERY STATUS INDICATOR MOUNTED IN A VISIBLE LOCATION.
101. INSTALL FIXTURES PLUMB, SQUARE AND LEVEL WITH CEILINGS AND WALLS AND SECURE FIXTURES PER MANUFACTURER'S PRINTED INSTRUCTIONS.
102. ADJUST AIMABLE FIXTURES, CLEAN, AND PROVIDED ALL FIXTURES WITH LAMPS PRIOR TO OWNER OCCUPANCY.
103. UNLESS NOTED OTHERWISE, LIGHTING SWITCHES IN ROOMS SHALL CONTROL ONLY FIXTURES IN THAT ROOM.
104. WHEN MORE THAN ONE LIGHTING SWITCH IS SHOWN AT A LOCATION THEY SHALL BE GANGED TOGETHER.
105. LUMINAIRE WHIPS SHALL BE FLEXIBLE METAL CONDUIT, 6FT MAX. SECURE TO STRUCTURE WITH LISTED SUPPORTS.

LIGHTING CONTROL REQUIREMENTS:

106. OCCUPANCY SENSOR OFF DELAY SHALL BE SET BY EC AT END OF PROJECT TO 20 MINUTES. AMBIENT LIGHT OVERRIDE SHALL BE SET SUCH THAT THE LUMINAIRES ARE SWITCHED OFF WHEN APPROPRIATE FC LEVEL IS MEASURED ON THE FLOOR (REGARDLESS OF THE FOOTCANDLES MEASURED AT THE OCCUPANCY SENSOR). 2. INSTALL DIMMER SWITCHES ON THE LOAD SIDE OF OCCUPANCY SENSORS AND OTHER CONTROLS.

SPECIAL SYSTEMS:

107. SPECIAL SYSTEMS INCLUDE, BUT ARE NOT LIMITED TO, TELECOMMUNICATIONS, FIRE ALARM, AUDIO/VIDEO, ACCESS CONTROL SYSTEMS.
108. FOR SPECIAL SYSTEMS EQUIPMENT AND DEVICES SHOWN ON THE CONSTRUCTION DOCUMENTS, OR EQUIPMENT AND DEVICES THAT CAN BE REASONABLY IMPLIED AS REQUIRED TO OPERATE ITEMS SHOWN, ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR POWER, RACEWAY/BOX/ENCLOSURES ROUGH-IN, AND INFRASTRUCTURE PROVISION EVEN IF SAID SPECIAL SYSTEMS ARE PROVIDED BY A SPECIALIST CONTRACTOR, OWNER'S AGENT, OR UNDER SEPARATE CONTRACT.
109. POWER LIMITED AND NON-POWER LIMITED CABLE SHALL NOT SHARE COMMON RACEWAYS OR OVER JUNCTION BOXES THROUGH THE SAME OPENING.
110. FIRE ALARM: MODULES, NOTIFICATION APPLIANCES, INITIATING DEVICES, WIRING, BATTERIES, AND MISC. MATERIALS SHALL BE PROVIDED BY SPECIALIST FIRE ALARM CONTRACTOR UNDER THIS CONTRACT.
111. AT MINIMUM, THE FOLLOWING GENERAL PROVISIONS SHALL BE PROVIDED BY THE CONTRACTOR. ADDITIONAL ITEMS SPECIFIED ELSEWHERE ON THE CONSTRUCTION DOCUMENTS:
    a. DOUBLE GANG DEVICE BOX WITH SINGLE GANG REDUCER (AS NEEDED) AT EACH LOCATION SHOWN ON PLANS. NOTE THAT SOME SPECIAL SYSTEMS EQUIPMENT MAY REQUIRE A DIFFERENT SIZE BOX. COORDINATE LOCATIONS AND SIZES FOR BOXES WITH RESPECTIVE SPECIALIST CONTRACTORS PRIOR TO ROUGH-IN.
112. CONDUIT WITH PULL STRINGS FROM SOURCE (TELEPHONE BACKBOARD, SECURITY PANEL, FACP, ETC) OR ACCESSIBLE CEILING SPACE TO ALL DEVICE LOCATIONS SHOWN ON THESE PLANS. HOMERUN CONDUITS MAY BE COMBINED WHERE APPROVED BY SPECIALIST CONTRACTOR. COORDINATE CONDUIT SIZES WITH RESPECTIVE SPECIALIST CONTRACTORS PRIOR TO INSTALLATION.

SLEEVES, PENETRATIONS, AND FIRESTOPPING:

113. PROVIDE SLEEVES FOR PENETRATIONS THROUGH WALLS/FLOORS. SLEEVE MATERIAL SHOULD BE PER UL-LISTED ASSEMBLY USED, OR SCHEDULE 10 STEEL OR HIGHER GAUGE IF NOT INDICATED OTHERWISE. SLEEVE SHOULD EXTEND BEYOND WALL PER UL-LISTED ASSEMBLY USED, OR BETWEEN 1-1/2" TO 2" BEYOND EACH SIDE OF THE WALL IF NOT INDICATED OTHERWISE.
114. PERFORM GROUND PENETRATING RADAR SCAN BEFORE CUTTING EXISTING STRUCTURES. COORDINATE LOCATIONS WITH STRUCTURAL ENGINEER/ARCHITECT.
115. SPECIAL INSPECTIONS AND/OR DESTRUCTIVE FIELD TESTING SHALL BE PERFORMED BY AN APPROVED AGENCY IN ACCORDANCE WITH ASTM E2174 (2010AE1) - STANDARD PRACTICE FOR ON-SITE INSPECTION OF INSTALLED FIRE STOPS.
116. SEAL ALL OPENINGS WITH FIRE-RATED SEALANT FOR OPENINGS IN RATED WALLS PER APPLICABLE UL-LISTED ASSEMBLY. CONTRACTOR TO PROVIDE SUBMITTALS FOR APPROVAL FOR ALL PENETRATIONS.
117. PENETRATION FIRE STOPPING SHALL BE PERFORMED AS PER THE REQUIREMENTS OF 2021 IBC SECTION 714 - PENETRATIONS, 2021 NFPA 101 SECTION 8.3.5 - PENETRATIONS, 2021 NFPA 101 SECTION 8.3.5.6 - MEMBRANE PENETRATIONS, 2021 NFPA 101 SECTION 8.4.4 PENETRATIONS, AND 2021 NFPA 101 SECTION 8.5.6 - PENETRATIONS.
118. ALL PENETRATIONS TO FIRE RATED SURFACES (VERTICAL & HORIZONTAL) SHALL BE REPAIRED WITH UL LABELED MATERIALS IN SUCH A MANNER THAT THE SURFACE MAINTAINS ITS INTENDED FIRE RATING. FLOOR PENETRATIONS SHALL ALSO BE WATER SEALED.
119. PROVIDE U.L. LISTED FIRE-STOPP

ELECTRICAL POWER LEGEND

- DUPLEX WALL RECEPTACLE; INSTALL AT 1'-6" AFF UNO
- QUADRUPLEX WALL RECEPTACLE; INSTALL AT 1'-6" AFF UNO
- SIMPLEX WALL RECEPTACLE; INSTALL AT 1'-6" AFF UNO
- 208V/1Ø RECEPTACLE; INSTALL AT 1'-6" AFF UNO
- GFCI RECEPTACLE; INSTALL AT 1'-6" AFF UNO
- QUADRUPLEX FLOOR RECEPTACLE
- MOTOR
- MOTOR & DISCONNECT COMBINATION
- DISCONNECT
- PANELBOARD
- SINGLE POLE TOGGLE SWITCH
- MOTOR RATED SWITCH
- HOME RUN:
  LONG HASH MARKS WITH CIRCLE INDICATE "HOT" OR "PHASE" UNGROUNDED CONDUCTORS;
  LONG HASH MARK INDICATES "NEUTRAL" GROUNDED CONDUCTORS;
  SHORT HASH MARK INDICATES "EQUIPMENT GROUND" CONDUCTOR
- JUNCTION BOX

ELECTRICAL LIGHTING LEGEND

- LIGHT FIXTURE TAG: LETTER IN 'A' POSITITION INDICATES TYPE; LETTER IN 'a' POSITION INDICATES SWITCH; LETTER IN 'P' POSITION DENOTES PANEL, 'C' DENOTES CIRCUIT NUMBER. SEE FIXTURE SCHEDULE.
- 2' x 4' LED OR FLUORESCENT LIGHT FIXTURE, SEE FIXTURE SCHEDULE.
- 2' x 2' LED OR FLUORESCENT LIGHT FIXTURE, SEE FIXTURE SCHEDULE.
- 1' x 4' LED OR FLUORESCENT LIGHT FIXTURE, SEE FIXTURE SCHEDULE.
- EXIT LIGHT. FILLED WEDGE INIDCATES LIT FACE, ARROW INDICATES EXIT DIRECTION. CEILING MOUNT UNLESS OTHERWISE INDICATED. SEE FIXTURE SCHEDULE.
- WALL-MOUNTED LED, INCANDESCENT, HID OR CFL LIGHT FIXTURE, SEE FIXTURE SCHEDULE.
- WALL PACK, OUTDOOR GENERAL PURPOSE, SEE FIXTURE SCHEDULE.
- SURFACE-MOUNTED LED OUTDOOR LIGHT FIXTURE, SEE FIXTURE SCHEDULE.
- CEILING MOUNTED RECESSED INCANDESCENT, HID OR CFL LIGHT FIXTURE, SEE FIXTURE SCHEDULE.
- STRIP LIGHT FIXTURE. LETTER INDICATES TYPE. SEE FIXTURE SCHEDULE.
- TRACK LIGHTING FIXTURE, SEE FIXTURE SCHEDULE.
- SINGLE POLE TOGGLE SWITCH; LOW CASE LETTER INDICATES SWITCH GROUP/CIRCUIT
- THREE WAY SWITCH
- DIMMER SWITCH
- OCCUPANCY SENSOR SWITCH
- CEILING OCCUPANCY SENSOR
- CEILING DAYLIGHT SENSOR

ELECTRICAL ABBREVIATIONS

ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
A or AMP	AMPERE	FC	FLAT CABLE	O.C.	ON CENTER
ABV.	ABOVE	FCU	FAN COIL UNIT	OD	OUTSIDE DIAMETER
AC	ALTERNATING CURRENT	FIXT	FIXTURE	OFCI	OWNER-FURNISHED, CONTRACTOR-INSTALLED
A/C	AIR CONDITIONING	FLA	FULL LOAD AMPS	OFOI	OWNER-FURNISHED, OWNER-INSTALLED
AD	ACCESS DOOR	FLEX	FLEXIBLE	OH	OVER HEAD
ADJ	ADJUSTABLE	FLR	FLOOR		
AFC	ABOVE FINISHED CEILING	FLUOR	FLUORESCENT	P	POLE
AFF	ABOVE FINISHED FLOOR	FSS	FUSED SAFELY SWITCH	PB	PUSH-BUTTON
AFG	ABOVE FINISHED GRADE	FT	FEET OR FOOT	P-BOX	PULL BOX
AHU	AIR HANDLING UNIT	FV	FULL VOLTAGE	PE	PNEUMATIC ELECTRIC CONVERTER
AIC	AMPERE INTERRUPTING CAPACITY	FVNR	FULL VOLTAGE NON-REVERSING	PF	POWER FACTOR
AL	ALUMINUM			PH or Ø	PHASE
APPL.	APPLICABLE	G	GROUND	PNL	PANELBOARD
APPROX.	APPROXIMATELY	GALV	GALVANIZED	PRE-FAB	PRE-FABRICATED
ARCH	ARCHITECT/ARCHITECTURAL	GC	GENERAL CONTRACTOR	PWR	POWER
ATS	AUTOMATIC TRANSFER SWITCH	GEN	GENERATOR		
AUTO	AUTOMATIC	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	RCPT	RECEPTACLE
AUX.	AUXILIARY	GFI	GROUND FAULT INTERRUPTER	REF	REFRIGERATOR
		GFP	GROUND FAULT PROTECTION	RGIP	REMOTE GROUND INDICATING PANEL
BC	BARE COPPER			RM	ROOM
BKR	BREAKER	HH	HAND HOLD	RPM	ROTATIONS PER MINUTE
BFF	BELOW FINISHED FLOOR	HID	HIGH INTENSITY DISCHARGE	RTU	ROOFTOP UNIT
BFG	BELOW FINISHED GRADE	HO	HAND-OPERATOR		
BHP	BRAKE HORSEPOWER	HOA	HAND-OFF-AUTOMATIC	SC	SHORT CIRCUIT
BLDG.	BUILDING	HORIZ.	HORIZONTAL	SG	SURGE GUARD PROTECTION
		HP	HORSEPOWER	SHT	SHEET
C	CONDUIT	HPS	HIGH PRESSURE SODIUM	SIG	SIGNAL
°C	DEGREES CELSIUS	HR	HOUR	SN	SOLID NEUTRAL
CATV	CABLE TELEVISION	HT	HEIGHT	SPEC(S)	SPECIFICATION(S)
CB or C/B	CIRCUIT BREAKER	HTR	HEATER	SQ	SQUARE
CCTV	CLOSED CIRCUIT TELEVISION	HV	HIGH VOLTAGE	SS	SAFETY SWITCH
CKT	CIRCUIT	HZ	HERTZ	SSSS	SOLID STATE SOFT START
CIRC.	CIRCULATING			STD	STANDARD
CL	CENTER LINE	IN	INCHES	STN	STATION
CLG	CEILING	INCAN	INCANDESCENT	STRUCT	STRUCTURE/STRUCTURAL
COMM	COMMUNICATION	INCL	INCLUDE(S)	SUSP	SUSPENDED
COMP	COMPRESSOR	ISG	ISOLATED GROUND SURGE GUARD	SW	SWITCH
CMU	CONCRETE MASONRY UNIT	INSUL.	INSULATION	SWBD	SWITCHBOARD
CT	CURRENT TRANSFORMER			SWGR	SWITCHGEAR
CU	COPPER	JB or J-BOX	JUNCTION BOX		
				TELE	TELECOMMUNICATION
D	DATA PORT	KVA	KILOVOLT AMPERE	TEMP	TEMPERATURE
DB	DIRECT BURIAL	KVAR	KILOVOLT AMPERE REACTIVE	TV	TELEVISION
DC	DIRECT CURRENT	KW	KILOWATTS	TYP	TYPICAL
DEMO	DEMOLISH				
DF	DRINKING FOUNTAIN	LAB	LABORATORY	UC	UNDER CARPET
DIA. or Ø	DIAMETER	LB	POUND	UF	UNDER FLOOR
DN	DOWN	LF	LINEAR FEET	UG	UNDER GROUND
DWG	DRAWING	LOC	LOCATION	UH	UNIT HEATER
		LRA	LOCKED ROTOR AMPS	UNO	UNLESS NOTED OTHERWISE
EA.	EACH	LS	LIFE SAFETY	UTP	UNSHIELDED TWISTED PAIR
EC	ELECTRICAL CONTRACTOR	LT	LIGHT	UV	UNIT VENTILATOR
ELEC	ELECTRICAL	LTG	LIGHTING		
ELEV	ELEVATION	LV	LOW VOLTAGE	V	VOLT(S)
EMER	EMERGENCY			VAC	VOLTS - ALTERNATING CURRENT
ENCL	ENCLOSURE	MATV	MAIN ANTENNA TELEVISION	VDC	VOLTS - DIRECT CURRENT
EP	ELECTRIC PNEUMATIC	MAX.	MAXIMUM	VFD	VARIABLE FREQUENCY DRIVE
EQUIP	EQUIPMENT	MC	MECHANICAL CONTRACTOR	VM	VOLTMETER
EWC	ELECTRIC WATER COOLER	MCB	MAIN CIRCUIT BREAKER	VP	VAPOR-PROOF
EX	EXPLOSION-PROOF	MDP	MAIN DISTRIBUTION PANEL	VSC	VARIABLE SPEED CONTROLLER
EXH	EXHAUST	MECH	MECHANICAL	VSD	VARAIBLE SPEED DRIVE
EXIST.	EXISTING	MH	MAN HOLE		
EXT	EXTERIOR	MIN.	MINIMUM	W/	WITH
		MISC	MISCELLANEOUS	W/O	WITHOUT
		MLO	MAIN LUG ONLY	WP	WEATHER-PROOF
				WT	WEIGHT
		NO.	NUMBER		
		NTS	NOT TO SCALE	XFMR	TRANSFORMER
				Z	IMPEDANCE

TELECOM/SECURITY LEGEND

- TELEPHONE WALL OUTLET W/ COUNT (PROVIDE 1 IF BLANK)
- DATA WALL OUTLET W/ COUNT (PROVIDE 2 IF BLANK)
- TELEPHONE & DATA WALL OUTLET W/ COUNT (PROVIDE 1 EA. IF BLANK)
- CABLE TELEVISION WALL OUTLET W/ COUNT, CAMPUS CABLE UNO
- AUDIO/VIDEO CABLING WALL OUTLET W/ COUNT, COORDINATE WITH LAITS FOR CABLING REQUIREMENTS
- WAP — WIRELESS ACCESS POINT, CEILING MOUNTED
- MIC — A/V MICROPHONE, CEILING MOUNTED, COORDINATE W/ LAITS
- CAM — A/V DOCUMENT CAMERA, CEILING MOUNTED, COORDINATE W/ LAITS
- SPKR — A/V SPEAKER, CEILING MOUNTED, COORDINATE W/ LAITS
- CR — CARD READER, WALL MOUNTED
- RS — ROOM SCHEDULER, WALL MOUNTED
- TELEPHONE FLOOR OUTLET
- DATA FLOOR OUTLET, WITH DATA COUNT
- DATA & TELEPHONE FLOOR OUTLET
- SECURITY CAMERA, WALL MOUNTED
- CABLE TRAY

LINETYPE LEGEND

- EXISTING WORK
- DEMOLITION WORK
- NEW WORK
- POWER
- SWITCHING

SYMBOL LEGEND

- PNL:CKT# — CIRCUIT TAG, PANEL:CIRCUIT(S)
- E - XX — PLAN NOTE - NEW WORK
- ED - XX — PLAN NOTE - DEMO WORK
- 1 — REVISION TAG
- 1 — DETAIL NOTE
- 1 — DETAIL NOTE

OWNER / CLIENT:
CITY OF DRIPPING SPRINGS

CONSULTANT (THIS SHEET):
MEP ENGINEERING
KRISTOFER TATSCH, P.E.
512.517.4289
kris@violetcrownengineering.com
TX REG FIRM #F-24217

PROJECT TEAM:
PROJECT TEAM:
PROJECT TEAM:
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PROJECT ADDRESS:
MERCER STREET
DRIPPING SPRINGS, TX 78620

PROJECT TITLE:
DRIPPING SPRINGS PASEO

ISSUE LOG

NO	DATE	DESCRIPTION

SEAL / SIGNATURE:
STATE OF TEXAS · KRISTOFER A. TATSCH · 107785 · LICENSED · PROFESSIONAL ENGINEER

06/24/2026
ORIGINAL ISSUE DATE

06/24/2026
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PROJECT NUMBER:
2501

SHEET TITLE:
ELECTRICAL LEGENDS

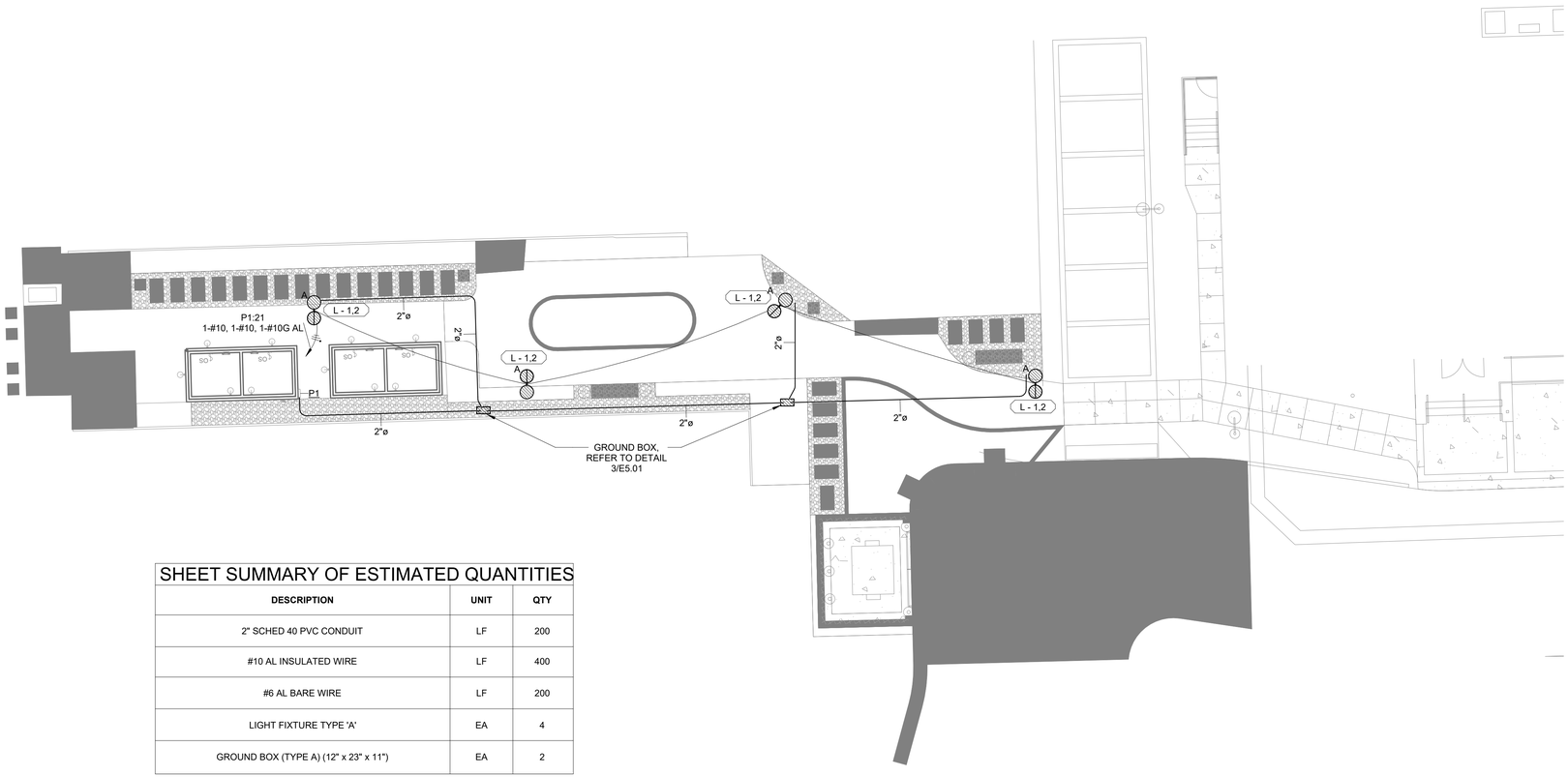
SHEET NUMBER:
E-0.1

GENERAL NOTES:

1. VERIFY LOCATION OF EXISTING ELECTRICAL PANELS, EQUIPMENT, DEVICES, RECEPTACLES, CONDUIT, AND WIRING IN FIELD.
2. COORDINATE LOCATION AND ROUTING OF NEW EQUIPMENT, PANELS, DEVICES, RECEPTALCES, AND WIRING WITH EXISTING CONDITIONS ABOVE CEILING, AS WELL AS WITH ARCHITECTURAL AND MECHANICAL & PLUMBING PLANS.
3. DRAWING IS DIAGRAMMATIC ONLY, DO NOT SCALE DRAWING. REFER TO ARCHITECTURAL PLANS FOR RELEVANT DIMENSIONS.

LIGHTING PLAN NOTES:
(DENOTED BY SYMBOL " L - XX ")

1. PROVIDE NEW LIGHT FIXTURE, REFER TO E-6.0 LIGHT FIXTURE SCHEDULE AND E-5.0 DS LIGHTING POLE DETAIL.
2. PROVIDE 0-10V DIMMING CONTROL FOR EACH FIXTURE, INSTALLED IN SECURE-BUT-ACCESSIBLE LOCATION IN POLE. REFER TO E-6.0 LIGHT FIXTURE SCHEDULE NOTES.



SHEET SUMMARY OF ESTIMATED QUANTITIES

DESCRIPTION	UNIT	QTY
2" SCHED 40 PVC CONDUIT	LF	200
#10 AL INSULATED WIRE	LF	400
#6 AL BARE WIRE	LF	200
LIGHT FIXTURE TYPE 'A'	EA	4
GROUND BOX (TYPE A) (12" x 23" x 11")	EA	2

1 LIGHTING PLAN
1" = 10'-0"

PLAN NORTH

OWNER / CLIENT:
CITY OF DRIPPING SPRINGS

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MEP ENGINEERING
KRISTOFER TATSCH, P.E.
512.517.4289
kris@violetcrownengineering.com
TX REG FIRM #F-24217

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DRIPPING SPRINGS, TX 78620

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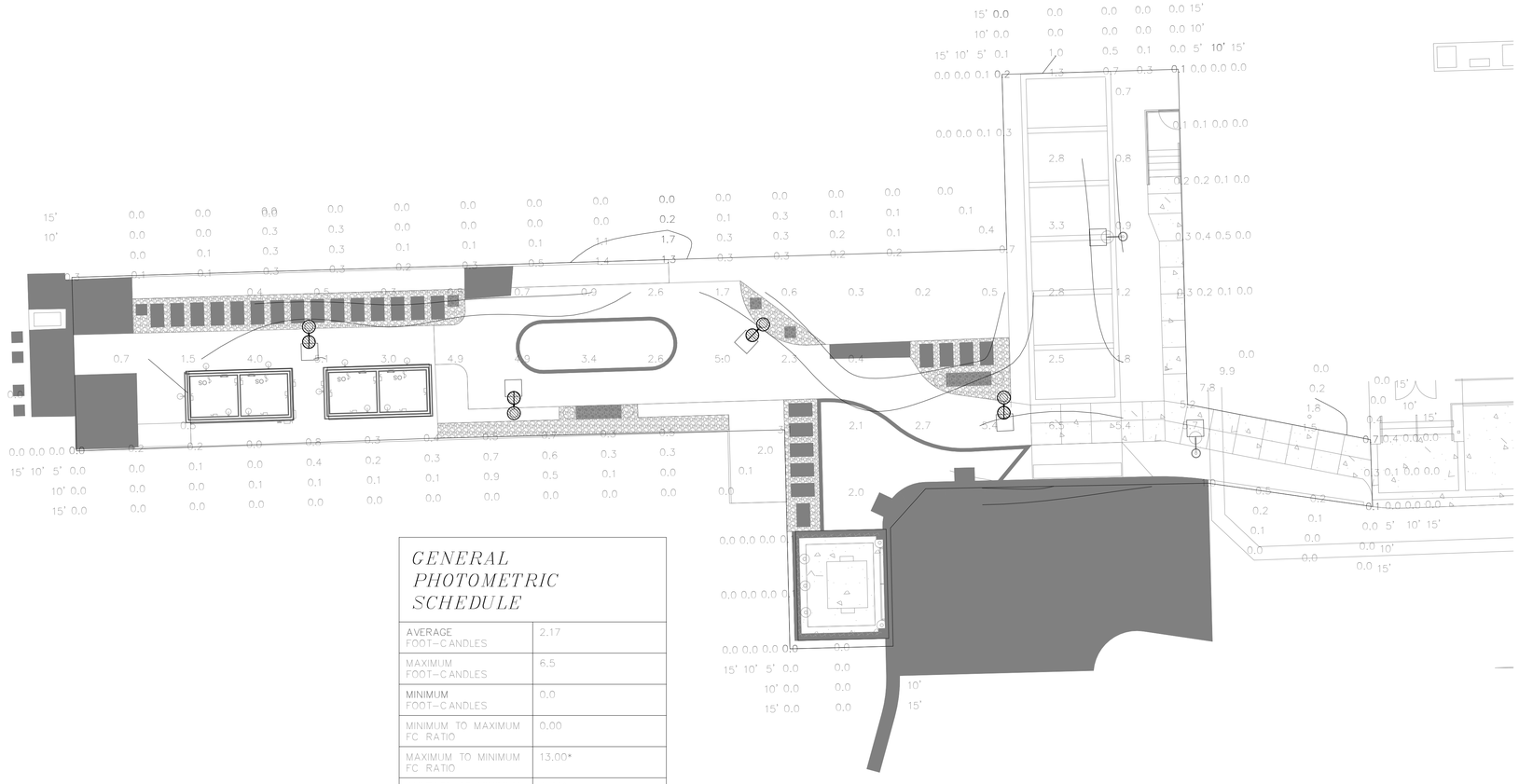
PROJECT NUMBER:
2501

SHEET TITLE:
LIGHTING PLAN

SHEET NUMBER:
E-2.0

GENERAL NOTES:

1. VERIFY LOCATION OF EXISTING ELECTRICAL PANELS, EQUIPMENT, DEVICES, RECEPTACLES, CONDUIT, AND WIRING IN FIELD.
2. COORDINATE LOCATION AND ROUTING OF NEW EQUIPMENT, PANELS, DEVICES, RECEPTALCES, AND WIRING WITH EXISTING CONDITIONS ABOVE CEILING, AS WELL AS WITH ARCHITECTURAL AND MECHANICAL & PLUMBING PLANS.
3. DRAWING IS DIAGRAMMATIC ONLY, DO NOT SCALE DRAWING. REFER TO ARCHITECTURAL PLANS FOR RELEVANT DIMENSIONS.



GENERAL PHOTOMETRIC SCHEDULE

AVERAGE FOOT-CANDLES	2.17
MAXIMUM FOOT-CANDLES	6.5
MINIMUM FOOT-CANDLES	0.0
MINIMUM TO MAXIMUM FC RATIO	0.00
MAXIMUM TO MINIMUM FC RATIO	13.00*
AVERAGE TO MINIMUM FC RATIO	4.34*

* MAX-TO-MIN RATIOS CALCULATED WITH 0.5 FC VALUE TO AVOID DIVIDING BY ZERO, OR GIVING VALUES THAT ARBITRARILY EXCEED 15:1 REQUIREMENT

1 LIGHTING PHOTOMETRIC PLAN
1" = 10'-0"

PLAN NORTH

OWNER / CLIENT:
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MEP ENGINEERING
KRISTOFER TATSCH, P.E.
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kris@violetcrownengineering.com
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PROJECT NUMBER:
2501

SHEET TITLE:
LIGHTING PHOTOMETRIC PLAN

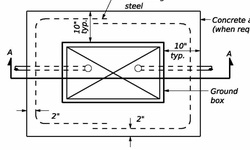
SHEET NUMBER:
E-2.1

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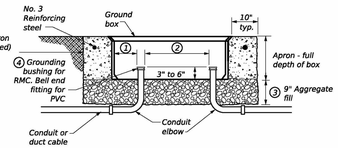
DATE:
FILE:

APRON FOR GROUND BOX

PLAN VIEW



SECTION A - A



SECTION A - A NOTES:

1. *Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.*
2. *Maintain sufficient space between conduits to allow for proper installation of bushing.*
3. *Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.*
4. *Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.*

NOTES:

A. MATERIALS

1. *Provide polymer concrete ground boxes measuring 16 in. x 30 in. x 24 in. (W x L x D) or smaller in accordance with Departmental Material Specification DMS-11070, "Ground Boxes" and Item 624, "Ground Boxes."*
2. *Provide Type A, B, C, D, and E ground boxes as shown in the plans and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.*
3. *Ensure ground box cover is correctly labeled in accordance with DMS-11070.*
4. *Provide larger ground boxes in accordance with Item 624 and as shown in the plans.*

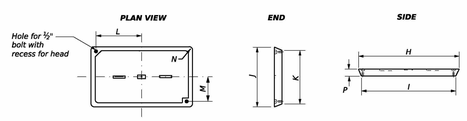
B. CONSTRUCTION METHODS

1. *Before setting ground box and after placing and capping conduits, lay an aggregate bed a minimum of 9 in. deep that extends 10 in. beyond the sides of the ground box. Provide coarse aggregate sized 3/4 in. to 2 in., with no more than 20% material passing through a no. 8 sieve, and as defined by the current ASTM C33/33M standard. Clean aggregate and dirt from conduits according to Item 618.*
2. *Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.*
3. *Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.*
4. *Install all conduits and elbows in a professional and skillful manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.*
5. *Temporarily seal all conduits in the ground box until conductors are installed.*
6. *Permanently seal conduits immediately after the completion of conductor installation. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit seal. Do not use silicone caulk as a sealant.*
7. *Bond all equipment grounding conductors in a ground box together with listed connectors.*
8. *When a Type B or D ground box is stacked to meet volume requirements, an appropriately sized hole may be cut for conduit entry in the side wall at least 18 in. below grade.*
9. *If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper that is the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.*
10. *If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.*
11. *Bond metal ground box covers to the grounding conductor with a tank ground type lug.*

GROUND BOXES	
TYPE	OUTSIDE DIMENSIONS (Width x Length X Depth)
A	12" X 23" X 11"
B	12" X 23" X 22"
C	16" X 29" X 11"
D	16" X 29" X 22"
E	12" X 23" X 17"

GROUND BOX COVERS								
TYPE	DIMENSIONS							
	H	I	J	K	L	M	N	P
A, B & E	23 ¼"	23"	13 ⅜"	13 ½"	9 ⅞"	5 ⅛"	1 ⅜"	2"
C & D	30 ½"	30 ¼"	17 ½"	17 ½"	13 ¼"	6 ⅝"	1 ⅜"	2"

GROUND BOX COVER



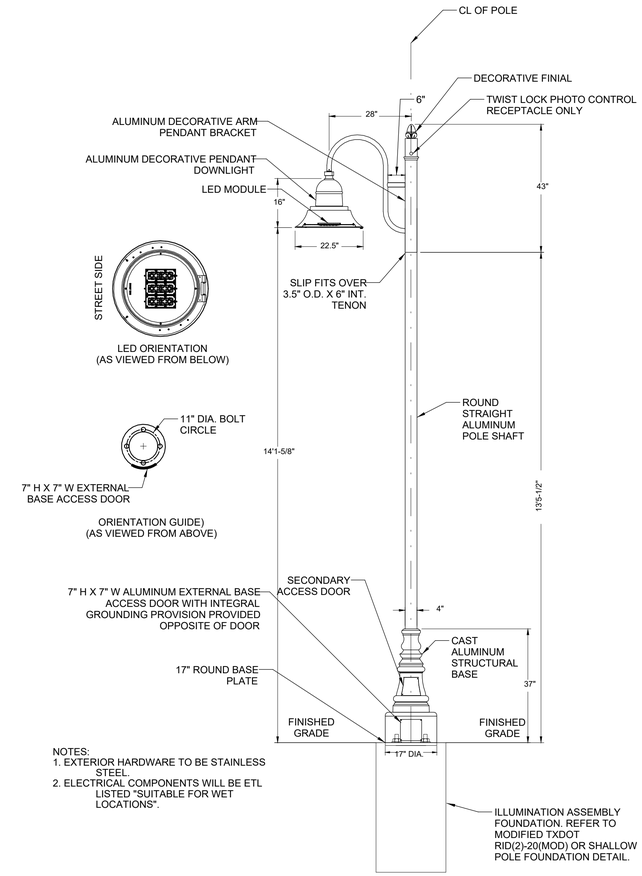
Texas Department of Transportation — Traffic Safety Division Standard

ELECTRICAL DETAILS GROUND BOXES

ED(4)-25

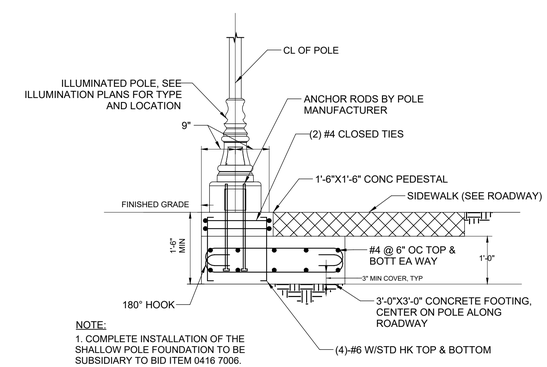
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©TxDOT	April 2025	CONT	SECT	JOB	HIGHWAY
REVISIONS					
1-93 3-03 4-25		DIST	COUNTY		SHEET NO.
4-98 5-01					
12-00 10-14					
7ID					

3 TXDOT ED(4)-25 - ELECTRICAL DETAILS GROUND BOXES
SCALE: N.T.S.



NOTES:
1. EXTERIOR HARDWARE TO BE STAINLESS STEEL.
2. ELECTRICAL COMPONENTS WILL BE ETL LISTED "SUITABLE FOR WET LOCATIONS".

1 DS LIGHTING POLE
SCALE: N.T.S.



NOTE:
1. COMPLETE INSTALLATION OF THE SHALLOW POLE FOUNDATION TO BE SUBSIDIARY TO BID ITEM 0416 7006.

2 DS SHALLOW POLE FOUNDATION
SCALE: N.T.S.

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MEP ENGINEERING
KRISTOFER TATSCH, P.E.
512.517.4289
kris@violetcrownengineering.com
TX REG FIRM #F-24217

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PROJECT NUMBER:
2501

SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER:
E-5.0

Branch Panel: P1

Location:
Supply From:
Mounting: Recessed
Enclosure: Type 1

Volts: 120/240 Single
Phases: 1
Wires: 3

A.I.C. Rating: 14k A
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A

Notes:

CKT	Circuit Description	Trip	Poles	A		B		Poles	Trip	Circuit Description	CKT
1	PLUMBING - WH-1	30 A	2	1.75 kVA	1.75 kVA			2	30 A	PLUMBING - WH-2	2
3						1.75 kVA	1.75 kVA				4
5	PLUMBING - WH-3	30 A	2	1.75 kVA	1.75 kVA			2	30 A	PLUMBING - WH-4	6
7						1.75 kVA	1.75 kVA				8
9	HVAC - PRIMARY LOAD - CU-1	20 A	2	0.96 kVA	0.96 kVA			2	20 A	HVAC - PRIMARY LOAD - CU-2	10
11						0.96 kVA	0.96 kVA				12
13	LIGHTING	20 A	1	1.40 kVA	0.18 kVA			1	20 A	RCPT - GFCI - EQUIPMENT SERVICE	14
15	RCPT - GFCI - SOFFIT	20 A	1			0.18 kVA	0.18 kVA	1	20 A	RCPT - GFCI - SOFFIT	16
17	HVAC - PRIMARY LOAD - IU-1, IU-2, IU-3, IU-4	20 A	1	0.20 kVA	0.18 kVA			1	20 A	RCPT - GFCI - OUTDOOR	18
19	RCPT - GFCI - OUTDOOR	20 A	1			0.18 kVA	0.18 kVA	1	20 A	RCPT - GFCI - POWER DOOR LOCKS	20
21	LIGHTING - PASEO	20 A	1	0.20 kVA							22
23											24
25											26
27											28
29											30
31											32
		Total Load:		11.0 kVA		9.5 kVA					
		Total Amps:		91 A		79 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
LIGHTING	1,207 VA	125.00%	1,509 VA		
HVAC - PRIMARY LOAD	4,440 VA	100.00%	4,440 VA	**Total Conn. Load:**	20.5 kVA
RECEPTACLE	1,056 VA	100.00%	1,056 VA	**Total Est. Demand:**	15.4 kVA
PLUMBING	14,000 VA	61.43%	8,600 VA	**Total Conn. Current:**	85 A
				Total Est. Demand Current:	64 A

Notes:

LIGHT FIXTURE SCHEDULE

MARK	MANUFACTURER	DESCRIPTION	MODEL	V	W	QTY
A	AMERLUX	DOWNLIGHT PENDANT - MEDIUM, 22" LED LUMINAIRE BRACKET POLE	DPM-2D-2M-T2-30-530M-CLB-BLS CBR10-FIN02-3P-RECEPT-CLB D2604-14-EXB-LT-CLB	120 V	43 W	4

LIGHT FIXTURE SCHEDULE NOTES:

1. PROVIDE LIGHTING CONTROLS SYSTEM TO FULLY COMPLY WITH IECC 2015 REQUIREMENTS.
2. PROVIDE SEPARATE TIME-SWITCH CONTROLLERS FOR EXTERIOR LIGHTING.
3. PROVIDE ALL NECESSARY ACCESSORIES AND EQUIPMENT TO COMPLY WITH DARK SKY REQUIREMENTS, INCLUDING CUT-OFF SHIELDS.
4. FIXED FIELD-DIMMING REQUIRED: CALCULATED ILLUMINANCE VALUES ARE BASED ON DIMMING EACH FIXTURE TO AROUND 40% LIGHT OUTPUT. PROVIDE NECESSARY TAMPER-PROOF, FIELD-ADJUSTABLE LUMEN OUTPUT DIMMING CONTROL MODULE FOR EACH POLE-MOUNTED FIXTURE COMPATIBLE WITH FIXTURE 0-10V DIMMING CAPABILITY, SIMILAR TO LED LIGHT EXPERT PART #79-148.

OWNER / CLIENT:
CITY OF DRIPPING SPRINGS

CONSULTANT (THIS SHEET):
MEP ENGINEERING
KRISTOFER TATSCH, P.E.
512.517.4289
kris@violetcrownengineering.com
TX REG FIRM #F-24217

PROJECT TEAM:

PROJECT TEAM:

PROJECT TEAM:

PROJECT TEAM:

PROJECT TEAM:

PROJECT TEAM:

PROJECT ADDRESS:
MERCER STREET
DRIPPING SPRINGS, TX 78620

PROJECT TITLE:
DRIPPING SPRINGS PASEO

ISSUE LOG

NO	DATE	DESCRIPTION

SEAL / SIGNATURE:

STATE OF TEXAS
KRISTOFER A. TATSCH
107785
LICENSED
PROFESSIONAL ENGINEER

06/24/2026
ORIGINAL ISSUE DATE

06/24/2026
SHEET ISSUE DATE

THESE DRAWINGS ARE FOR REVIEW, DESIGN AND SCOPE DESCRIPTION ONLY. NO REPRESENTATION IS MADE TO THE ACCURACY OF THE DRAWINGS WITH RESPECT TO EXISTING CONDITIONS OR DIMENSIONS. ALL CONSULTANTS AND CONTRACTORS MUST VERIFY ANY AND ALL CONDITIONS AND DIMENSIONS IN THE FIELD WHICH ARE CRITICAL TO THEIR WORK AS REQUIRED. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN.

PROJECT NUMBER:
2501

SHEET TITLE:
ELECTRICAL SCHEDULES

SHEET NUMBER:
E-6.0

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Pam King, Tourism Manager

Council Meeting Date: October 6,2026

Agenda Item Wording: **Discussion and possible action regarding the 2026 Songwriters Festival Temporary Road Closure and Traffic Control Plan for October 16-18, 2026, authorizing the temporary closure of a portion of College Street from Mercer Street 160 feet south towards Wallace Street (the entrance to the Mazama parking lot) and the temporary closure of the east bound lane of Mercer Street from North San Marcos Street to North Bluff Street.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Pam King

Summary/Background: The Songwriters Festival will be held October 16 – 18 in Downtown. There will be 5 stage venues on Mercer Street (The Barbershop, Acopon, Mazama, the Warehouse District Courtyard, and Hudson's on Mercer). There will be a large stage for events on the 17 and 18 in the parking lot for the former Rental Center. There will be 3 stage venues on Old Fitzhugh (Haus of Jayne, Dog "n" Bone, and Winehouse). Vendors and The Dripping Springs Art League tent will be situated on College Street, from south of the Mazama parking lot entrance to Mercer Street.

Rather than closing Mercer Street completely, we believe that closing one side of Mercer and making it a one-way street will be safe and will allow access for our downtown businesses.

The plan is to make Mercer Street a one-way street heading west, and create a golf cart/pedestrian lane on the north side of the street. This redirect will be on Friday and Saturday. The normal Mercer Street traffic pattern will resume on Sunday. The plan also calls for the closing of College Street, from north of the entrance to Mazama's parking lot to Mercer Street for food and beverage vendors and the Dripping Springs Art League Tent. This closure will be in effect all three days. Specific crosswalks will be designated for pedestrians and golf carts. Barricades and signage will be strategically placed (see diagram) to indicate the closures, the redirect, and crosswalks.

City Engineer Chad Gilpin approved the Traffic Control Plan. ESD #6 (North Hays County Fire and Rescue) and ESD #1 (North Hays County EMS) also approved the Plan.

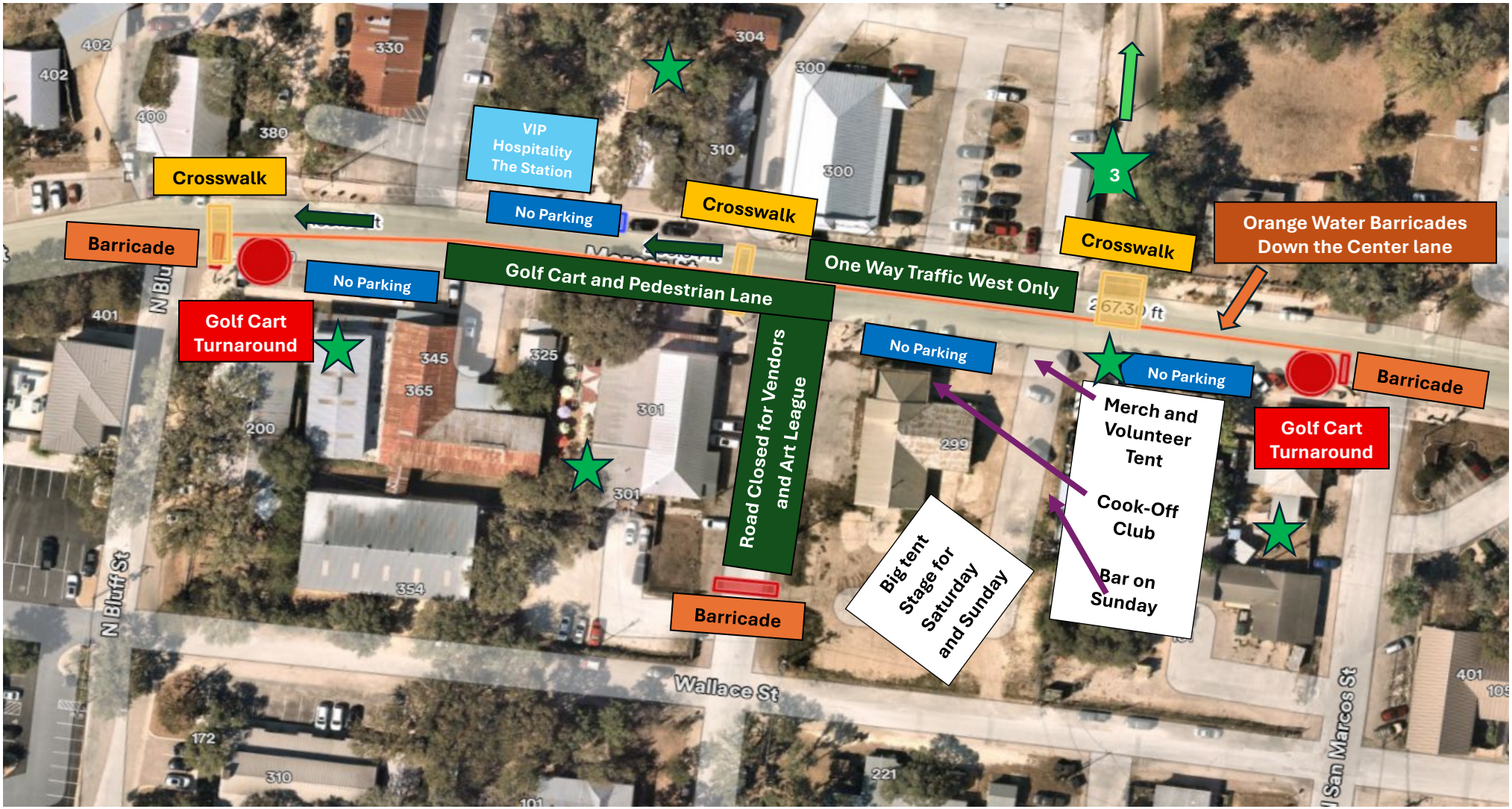
Commission Recommendations: N/A

Recommended Council Actions: Staff recommends that City Council approve the Temporary Road Closure and Traffic Control Plan as presented.

Attachments: 2026 Songwriters Festival Temporary Road Closure Plan

Next Steps/Schedule: If approved, the plan will be implemented beginning Friday, October 16 at 6:00 am.

2026 Songwriters Festival Road Closure Plan



Mercer Street Music Venues
The Barber Shop
Acopon
Mazama
Hudson's on Mercer
The Warehouse District Courtyard

Old Fitzhugh Music Venues
Haus of Jayne
Dog "N" Bone
Winehouse

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: October 6, 2026

Agenda Item Wording: **Approval of a Temporary Street Closure Permit Request from the Dripping Springs Lions Club to close portions of Mercer Street, College Street, San Marcos Street, and Old Fitzhugh Road on December 5, 2026 for the 2026 Christmas on Mercer event.**

Agenda Item Sponsor: Council Member Sherrie Parks

Summary/Background: The 2026 Christmas on Mercer event is scheduled for December 5, 2026. This year's Traffic Control Plan (TCP) has been prepared to promote safety and convenience for the public and downtown businesses during the event.

Beginning at 5:00AM on December 5 the City will temporarily close portions of the downtown area to through-traffic for public safety: Mercer Street will close from Bluff Street up to and including Wells Fargo Bank. San Marcos Street will close from Mercer to Wallace Street. A portion of College Street will close between the rear parking lot entrance of Mazama Coffee up to Mercer Street. Old Fitzhugh Road will be closed to through-traffic at Ranch Road 12, and fully closed to event traffic from 101 Old Fitzhugh Rd., also known as the Stephenson lot, to Mercer Street.

The 2026 Christmas on Mercer TCP is based on previously successful plans utilized by the City for this event. The Lions Club has not made any changes to their planned layout for 2026. In 2025, the City placed additional safety barricades at 101 Old Fitzhugh Rd to secure The Stephenson construction project area. Completion was expected by the start of the 2026 COM event, however recent delays have altered the projected timeline.

Staff has provided two alternate TCP maps, one with additional barricades, and one without. The final layout would be contingent on the status of The Stephenson construction area at the time of the event.

Staff Recommendation: Approval of the Temporary Street Closure request from the Lions Club for the 2026 Christmas on Mercer event, with final TCP map contingent on status of The Stephenson project at the time of the event.

Attachments: 2026 COM Road Closure Application.pdf

XMAS_TCP-2026.pdf, *repeat of 2024 plan, no additional barricades.*
XMAS_TCP-2025.pdf, *with additional barricades around The Stephenson.*

Next Steps/Schedule: Issue the Temporary Road Closure Permit and execute the event.

Received on/by:

Date, initials

Application for a

TEMPORARY ROAD CLOSURE PERMIT

Applicant Name/Organization: Dripping Springs Lions Club

Contact Person: Sharon Goss

Address: P.O. Box 53

City: Dripping Springs State: Texas Zip Code: 78620

Phone: (512) 923-8630 Email Address: dslionsclub@gmail.com

Street(s) to be Closed Mercer Street

From Bluff Street (intersection/block) To Wells Fargo Bank (intersection/block)

Requested date(s) and time(s) of closing:

From 5:00 (am)/~~pm~~ on 12/5/2026 to 8:00 ~~am~~/(pm) on 12/5/2026

Street(s) to be Closed San Marcos Street

From Mercer Street (intersection/block) To Wallace Street (intersection/block)

Street(s) to be Closed College Street

From Mercer Street (intersection/block) To Mazama Coffee (intersection/block)

Street(s) to be Closed Old Fitzhugh Road

From Mercer Street (intersection/block) To Stephenson Lot (intersection/block) (RR12 for thru traffic)

Requested date(s) and time(s) of closing:

From 5:00 (am)/~~pm~~ on 12/5/2026 to 8:00 ~~am~~/(pm) on 12/5/2026

Reason for Closing Public safety during Christmas on Mercer

ROAD CLOSURE SUBMITTAL REQUIREMENTS

1. Temporary Road Closure Application
2. Detailed Engineered Traffic Control Plan
3. Notification to affected property owners, local Sherriff, Fire, and EMS, Dripping Springs Independent School District, Dripping Springs Water Supply Corporation, City of Dripping Springs Wastewater Operator, Pedernales Electric Cooperative, Verizon Wireless, Time Warner Cable, any other Utility Providers
4. Permit Fee of $250.00.
5. Proof of Liability Insurance Naming City as Additional Insured.
6. Approval of City Council

NOTICE: The Permit will become invalid on the expiration date noted on the permit. If an extension is necessary, the request, along with a Permit Extension Fee of $100.00 must be submitted ten days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project.

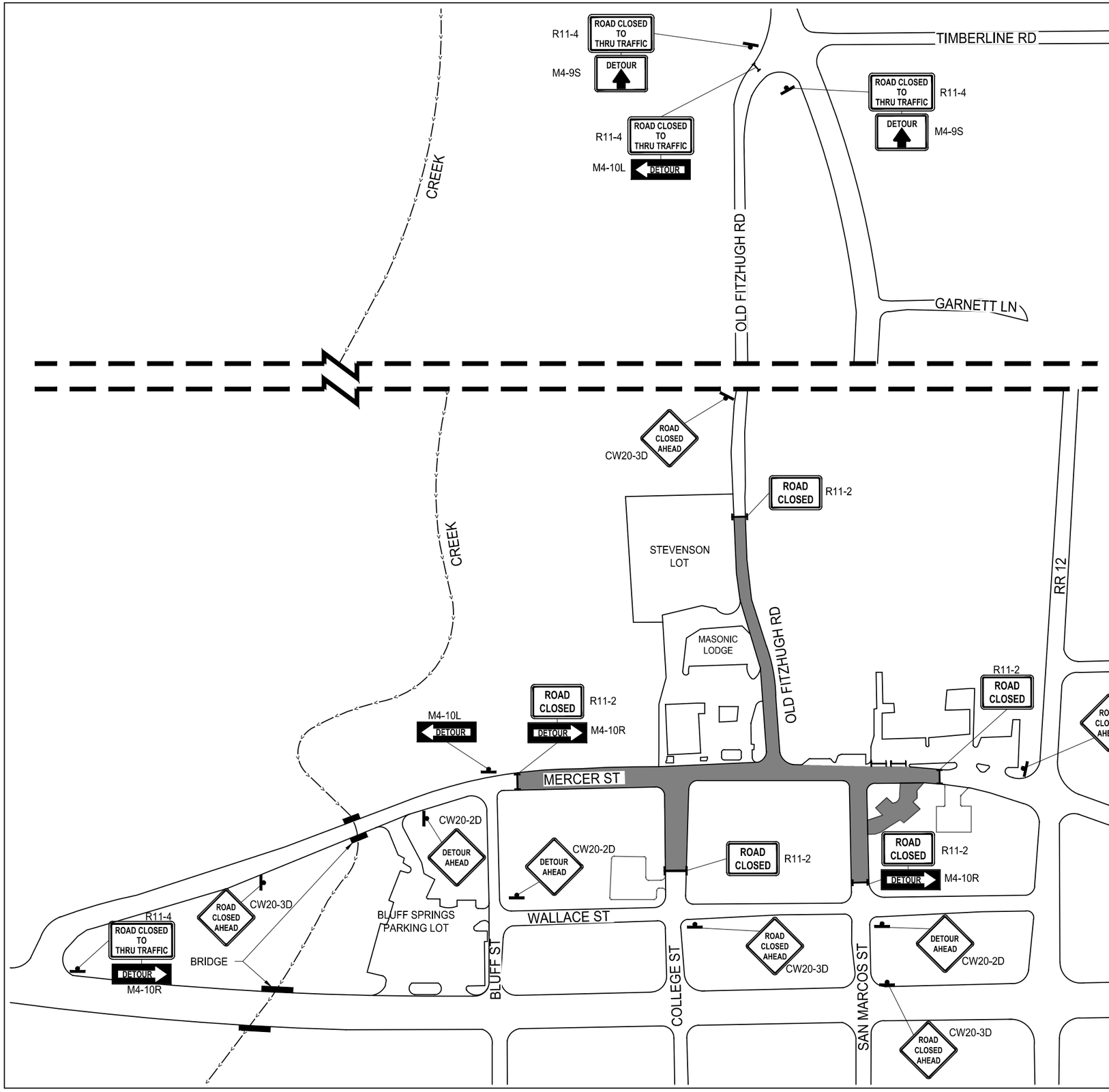
By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

Shana Ross 8-25-26

Applicant Signature *Date*

Upon City Council Approval:

City Administrator Signature *Date*



N
W E
S

0' 100' 200'

SCALE : 1 " = 200'

LEGEND

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

CODE	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED	48" X 30"	5
R11-4	ROAD CLOSED TO THRU TRAFFIC	60" X 30"	4
M4-10L	DETOUR (LEFT)	48" X 18"	2
M4-10R	DETOUR (RIGHT)	48" X 18"	3
M4-9S	DETOUR (STRAIGHT AHEAD)	48" X 36"	2
CW20-3D	ROAD CLOSED AHEAD	36" X 36"	5
CW20-2D	DETOUR AHEAD	36" X 36"	3

GILPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

STATE OF TEXAS
CHAD GILPIN
91800
LICENSED PROFESSIONAL ENGINEER

8/26/2026

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REVISIONS:

NO.	REVISION	DATE

DATE: 8/26/2026
DESIGNED BY: CR
CHECKED BY: CG
PROJ #:

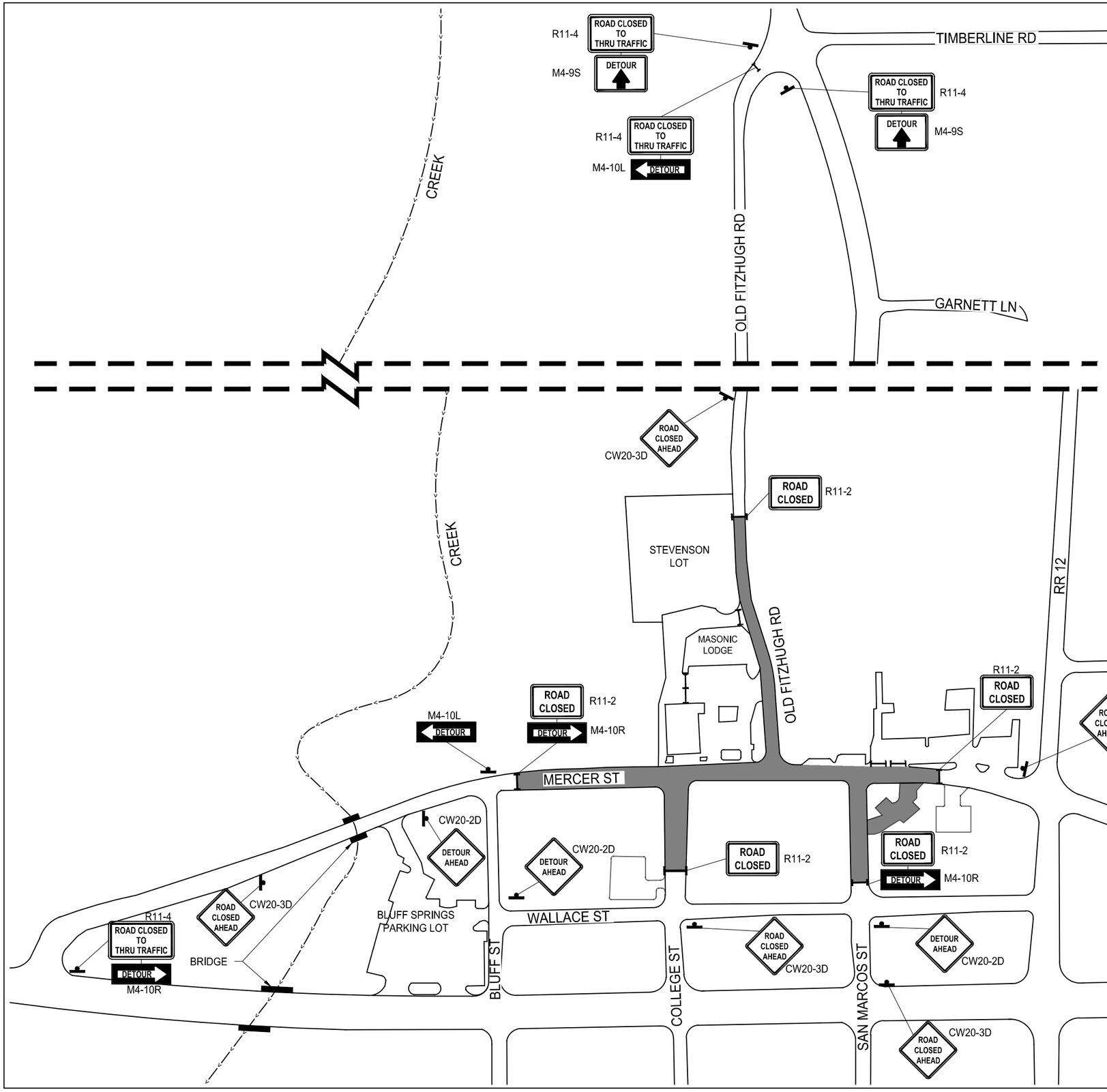
DRIPPING SPRINGS
Texas

PROJECT:

CHRISTMAS ON MERCER
2026

SHEET TITLE:

TRAFFIC CONTROL PLAN



N
W E
S

0' 100' 200'

SCALE : 1 " = 200'

LEGEND

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

CODE	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED	48" X 30"	5
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GILPIN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

STATE OF TEXAS
CHAD GILPIN
91800
LICENSED PROFESSIONAL ENGINEER

8/29/2025

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REVISIONS:

NO.	REVISION	DATE

DATE: 8/29/2025
DESIGNED BY: RP
CHECKED BY: CG
PROJ #:

DRIPPING SPRINGS
Texas

PROJECT:

CHRISTMAS ON MERCER
2025

SHEET TITLE:

TRAFFIC CONTROL PLAN

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: October 6, 2026

Agenda Item Wording: **Review, discussion, and possible action regarding the current participation and use agreements between the City of Dripping Springs and the non-profit organizations involved in the Founders Day Festival: Dripping Springs Lions Club; Dripping Springs Cook-Off Club; St. Martin de Porres; Dripping Springs Knights of Columbus Council #11695; Veterans of Foreign Wars Post 2933; and Dripping Springs Independent School District.** *Sponsor: Council Member Sherrie Parks*

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: Several of the Participation and Facility Use Agreements between the City and various non-profit entities for the Founders Day Festival have expired or will be expiring soon:

- Lions Club Agreement – **expires in 2026** *(before next event)*
- Cook-Off Club Agreement – **expires in 2027** *(before next event)*
- St. Martin de Porres Agreement – evergreen until terminated
- Knights of Columbus – **expires in 2028**
- VFW Post 2933 – evergreen until terminated
- Lions Club & DSISD – evergreen until terminated

In addition, the FY 2026-2027 Founders Day Budget as approved appears to be conflict with the terms of the City, Lions Club, and DSISD Agreement, which states that the Lions Club will pay an annual $6,000 facility use fee to DSISD for use of their property during the event, or the Lions Club will pay the City $6,000 and the City will pay DSISD. The Founders Day Committee recommended that the use fee be paid by the event as a whole and it was added to the FY 2026-2027 Founders Day Budget as a “Other Expenses” line item.

Staff Recommendation: Staff is seeking feedback and direction from Council to maintain or alter the agreements, particularly the profit-sharing agreements which may help to offset the steadily increasing cost of safely and effectively executing the Founders Day Festival.

Attachments:

- 2025 Dripping Springs Lions Club Participation Agreement Founders Day
- 2026 DS Cook Off Club Inc Participation Agreement
- 2025 St Martin de Porres Participation Agreement
- 2024 Knights of Columbus Participation Agreement

- 2026 VFW Post 2933 Founders Day Parking Profit Sharing Agreement
- 2025 DSISD, DS Lions Club, and City Facilities Use Agreement
- Founders FY 2025-2026 Budget
- Founders FY 2026-2027 Budget

Next Steps/Schedule: Revise/renew agreements based on City Council feedback.

DRIPPING SPRINGS
Texas

Founders Day Festival 2025

Participation Agreement

This *Founders Day 2025 Participation Agreement* ("**Agreement**") is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Dripping Springs Lions Club ("**Contractor**").

2. **DEFINITIONS:**
   (a) ***City:*** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
   (b) ***City Council:*** The governing body of the City of Dripping Springs.
   (c) ***Event:*** The Founders Day Festival, a civic celebration, held in Dripping Springs, Texas from April 25-27, 2025.

3. **DESCRIPTION:** Contractor is hereby engaged to provide The Mighty Thomas Carnival and Food Vendor Booths, more particularly described in Attachments "A", "B" and "C", which are incorporated herein for all intents and purposes.

4. **SCOPE:** Agreement applies to Contractor's participation in the Event, which shall be conducted as more particularly described in Attachments "A", "B" and "C" from April 25 to April 27, 2025.

5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. The locations are as follows:

   (a) **Carnival:** Lions Club will contract with the Mighty Thomas Carnival (MTC)- MTC will set up at the City Hall Property, Mercer Street Right of Way and DSISD Administration Property as described in Attachment "A" or as may be reasonably determined by the City.
   (b) **Food Vendors**: All Food Vendor Booths located within the Rights-of-Way in the Designated Founders Day Area as described in Attachments "B" and "C" or as may be reasonably determined by the City.

6. **CONSIDERATION:** In consideration of Contractor's participation in the Event,

   (a) Contractor agrees to pay City 25% of the Carnival profits, 25% of the food vendor profits, and $20.00 per food vendor to offset the cost of electricity.

   (b) Such fee shall be due and payable by check payable at the City's principal place of business no later than May 9, 2025.

7. **TEMPORARY FOOD ESTABLISHMENTS:**

   (a) **For-Profit Vendors:** All for-profit food vendors participating in the Event shall:

      (i) pay a reduced flat fee of thirty dollars ($30.00) per vendor, regardless of the number of days or booth spaces;

      (ii) complete and submit the City's Temporary Food Establishment (TFE) form prior to the Event; and

      (iii) be subject to inspection by the City Health Inspector during Event setup.

   (b) **Non-Profit Vendors:** All non-profit food vendors must complete and submit the TFE form but are exempt from the vendor fee requirement. Non-profit status must be verified through current 501(c)(3) documentation.

   (c) The City's Health Inspector shall have the authority to deny participation to any vendor failing to meet health and safety requirements during inspection.

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

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

10. **TERMINATION:**

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

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

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

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

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

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

11. SITE MAINTENANCE:

11.1 Contractor shall not perform waste or damage the site.

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

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

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

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

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

14. INSURANCE:

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

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

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

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

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

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

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

To the Contractor:
Dripping Springs Lions Club
Attn: Board President
PO Box 53
Dripping Springs, TX 78620

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

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

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

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

23. **MANDATORY DISCLOSURES:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

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

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

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

CITY OF DRIPPING SPRINGS

Michelle Fischer

Michelle Fischer, City Administrator

04/17/2025

Date

DRIPPING SPRINGS LIONS CLUB

_____

Sharon Goss, President

_____

Date

confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

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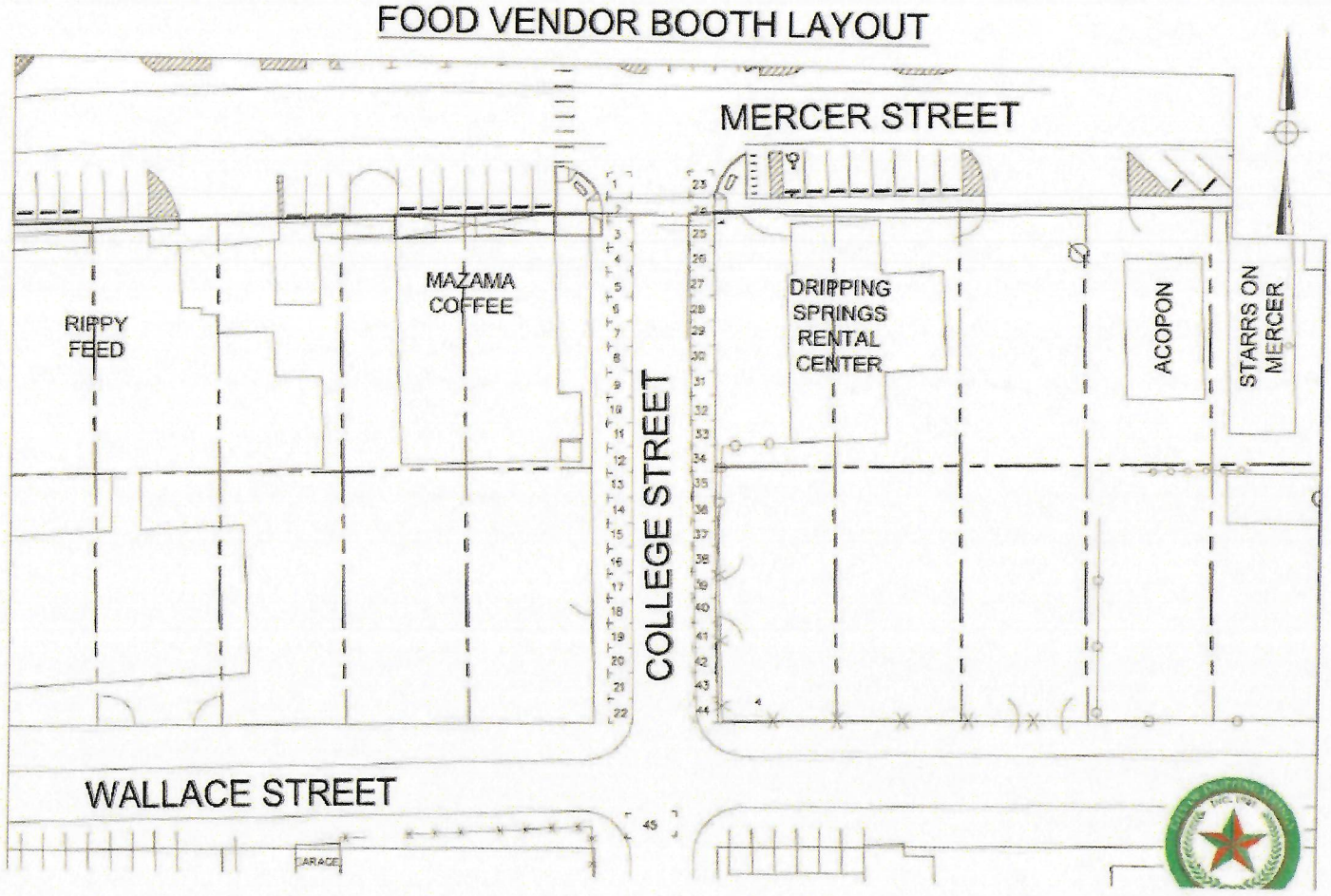
BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS	**DRIPPING SPRINGS LIONS CLUB**
_____	Sharon Goss
Michelle Fischer, City Administrator	Sharon Goss, President
_____	3-25-25
Date	Date

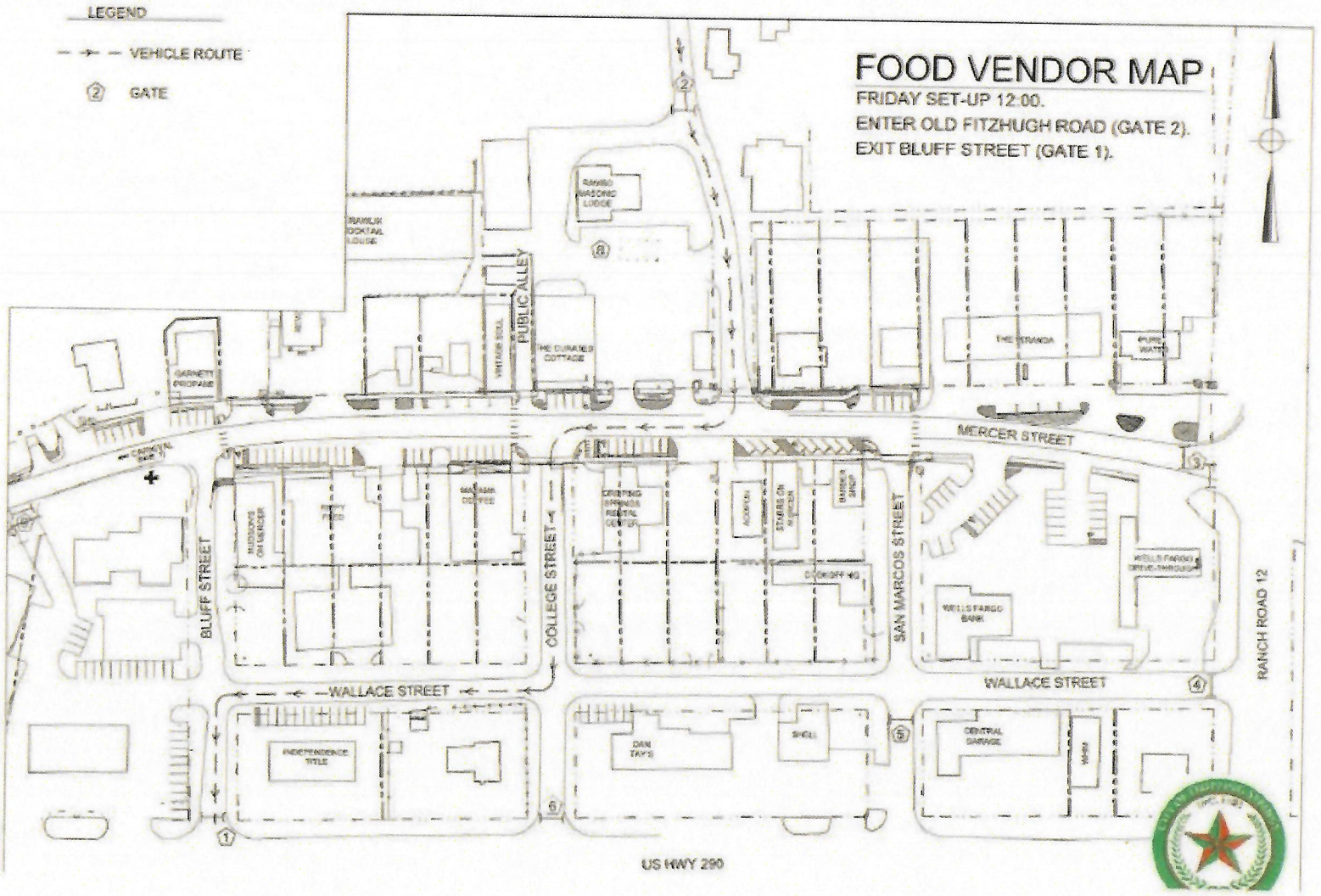
Attachment "A"



Attachment "B"



Attachment "C"



Contract No. COO20260416

COOKOFF CLUB PARTICIPATION AGREEMENT

This Founders Day Festival 2026 Participation Agreement ("Agreement") is entered into by and between the **City of Dripping Springs, Texas** (the **"City"**) and **Dripping Springs Cookoff Club, Inc.** (the **"Contractor"**), effective as of the last date of signature below (the **"Effective Date"**).

Recitals

A. The City sponsors and administers the Founders Day Festival as a civic event in Dripping Springs, Texas.

B. The Contractor desires to organize and administer the cook-off component of the 2026 Founders Day Festival, subject to the City's oversight, event rules, and applicable law.

The parties therefore agree as follows:

1. Definitions

(a) **City** means the City of Dripping Springs, Texas, a Type-A General Law Municipality located in Hays County, Texas.

(b) **City Council** means the governing body of the City.

(c) **Event** means the Founders Day Festival to be held in 2026 on the dates designated by the City, together with related setup and tear-down periods authorized by the City.

(d) **Founders Day Commission** means the citizen advisory board of the City appointed by the City Council, together with any City staff or delegate authorized to administer Event operations.

(e) **Cook-Off Activities** means the cook-off competition, team registration, booth assignment, electrical coordination, operational oversight, and related activities historically administered by the Contractor for the Event, as further limited by this Agreement and written City direction.

2. Engagement and Scope

(a) The City engages the Contractor, and the Contractor accepts such engagement, to organize and administer the Cook-Off Activities for the Event.

(b) The Contractor shall perform all services in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted standards of quality, public safety, and event management.

(c) The Contractor acknowledges that the Event is a City-sponsored public event and that all Contractor activities are subject to City oversight, direction, and approval.

(d) Nothing in this Agreement grants the Contractor any exclusive right to City property or to any portion of the Event except as expressly approved in writing by the City.

3. Location and Use of Event Premises

(a) This Agreement is fully performable in Dripping Springs, Texas.

(b) The Contractor's participation in the Event shall occur within the official Event area designated by the City, including areas west from Ranch Road 12 to Dripping Springs High School, south from Mercer Street to U.S. Highway 290, and any portion of Old Fitzhugh Road or other adjacent areas designated by the City for Event purposes.

(c) The City may, at any time and in its sole discretion, designate, relocate, reduce, expand, or reconfigure the space made available for Cook-Off Activities if reasonably necessary for public safety, traffic control, emergency access, utilities, operational needs, or other Event management purposes.

4. Contractor Responsibilities

(a) The Contractor shall provide all labor, supervision, supplies, tools, equipment, administrative support, and incidental materials necessary to perform the Cook-Off Activities.

(b) The Contractor shall recruit, manage, and supervise all participating cook-off teams and shall be solely responsible for their compliance with this Agreement and all Event rules.

(c) The Contractor shall ensure that each participating team designates at least one member who completes an approved food handler course before the deadline established by the City or the Contractor. The Contractor shall collect and maintain a copy of each required certificate and shall make those records available to the City upon request.

(d) The Contractor shall disqualify or remove from participation any team that fails to timely satisfy food safety, registration, operational, electrical, fire prevention, or other mandatory Event requirements.

(e) The Contractor shall obtain and maintain, at its own cost, all licenses, permits, registrations, certifications, and approvals required for its activities and shall ensure that participating teams do the same.

(f) The Contractor shall comply, and shall cause all participating teams to comply, with all applicable federal, state, and local laws, ordinances, codes, regulations, and orders, including health, food safety, fire code, alcoholic beverage, accessibility, traffic, and emergency management requirements.

(g) The Contractor shall promptly follow all written and oral directions issued by the City, the Founders Day Commission, fire marshal, law enforcement, code officials, emergency personnel, and City-designated Event staff concerning safety, operations, access, setup, teardown, and public welfare.

(h) The Contractor shall be responsible for collecting all booth fees, electrical reimbursements, and other participant charges associated with the Cook-Off Activities, and for keeping accurate books and records of the same.

5. City Responsibilities

(a) The City may provide reasonable access to designated Event premises and electrical service, if available, solely for the limited purposes approved by the City.

(b) The City shall have no obligation to provide the Contractor with materials, equipment, staffing, storage, security, tents, furnishings, water, refrigeration, or other services except as expressly stated in this Agreement or otherwise approved in writing by the City.

(c) The City retains sole authority over Event scheduling, street closures, traffic control, emergency planning, placement of vendors and activities, public communications concerning the Event, and all other governmental and operational decisions relating to the Event.

6. Consideration and Payment to the City

(a) The City shall not owe compensation to the Contractor under this Agreement unless otherwise approved in a written amendment signed by both parties.

(b) In consideration of the Contractor's participation in the Event and the City's authorization for the Cook-Off Activities, the Contractor shall pay the City:

(i) twenty-five percent (25%) of all booth rental fees collected in connection with the Cook-Off Activities; and

(ii) an electrical reimbursement fee of Ten Dollars ($10.00) per booth space using electrical service.

(c) All amounts due to the City under this Agreement shall be delivered no later than 5:00 p.m. on the fifteenth (15th) business day after the conclusion of the Event, together with a settlement statement showing gross booth rentals collected, the calculation of the City's percentage share, the number of electrically served spaces, and any other information reasonably requested by the City.

(d) Upon reasonable notice, the Contractor shall provide the City access to records reasonably necessary to verify amounts owed under this Agreement. If an underpayment is discovered, the Contractor shall remit the deficiency within five (5) business days after demand.

7. Term; Event Cancellation; Termination

(a) This Agreement begins on the Effective Date and continues until all obligations are fully performed, unless earlier terminated in accordance with this Agreement. In no event shall the term exceed one (1) year unless extended in writing.

(b) The City may cancel, postpone, suspend, curtail, relocate, or modify the Event, in whole or in part, whenever the City determines such action is advisable for weather, public safety, emergency response, governmental directives, logistical concerns, insufficient resources, or any other legitimate Event-management reason.

(c) The City may terminate this Agreement for convenience upon written notice to the Contractor. Upon such termination, the Contractor shall cease representing that it is authorized to conduct the Cook-Off Activities on behalf of or in connection with the Event.

(d) Either party may terminate this Agreement for material breach by the other party if the breach is not cured within the time stated in written notice, provided that no cure period is required where the City determines immediate action is necessary to protect public health, safety, or property.

(e) The City may immediately suspend or terminate this Agreement, or remove any participant, booth, equipment, or activity, if the City determines that continued participation presents a safety risk, violates law, violates Event rules, interferes with Event operations, or exposes the City to unreasonable liability.

(f) Termination or expiration shall not affect obligations that by their nature survive, including payment, indemnity, insurance-related obligations, record retention, restoration, venue, and mandatory disclosures.

8. Site Condition, Cleanup, and Restoration

(a) The Contractor shall not commit waste or damage the Event site.

(b) The Contractor shall exercise reasonable care and due diligence to avoid damage to streets, sidewalks, turf, utilities, barricades, signs, fixtures, and all other public or private property.

(c) The Contractor shall provide adequate trash receptacles for the Cook-Off Activities and shall cause all trash, grease, ash, wastewater, debris, and discarded materials generated by the Contractor or participating teams to be properly collected, removed, and disposed of in accordance with law and City direction.

(d) The Contractor shall restore affected areas to substantially the same condition existing immediately before use, ordinary wear to turf excepted to the extent accepted by the City.

(e) If the Contractor fails to timely clean or restore the site, the City may perform or cause such work to be performed, and the Contractor shall reimburse the City on demand for all resulting costs.

9. Safety and Event Rules

(a) The Contractor shall take all reasonable measures to protect persons and property and to prevent fire, food contamination, utility misuse, and other hazards.

(b) The Contractor shall comply with all Event rules, written policies, operational plans, maps, deadlines, and instructions issued by the City or the Founders Day Commission, as amended from time to time.

(c) The City may inspect the Cook-Off Activities, related equipment, and records at reasonable times before and during the Event to confirm compliance with this Agreement.

(d) The Contractor shall promptly report to the City any accident, injury, fire, property damage, citation, health concern, utility issue, or claim arising out of the Cook-Off Activities.

10. Independent Contractor; No Agency

(a) The Contractor is an independent contractor and is not an employee, agent, partner, or joint venturer of the City.

(b) The Contractor has no authority to bind the City, incur obligations on behalf of the City, make representations for the City, or hold itself out as having such authority.

(c) The Contractor is solely responsible for the direction and control of its officers, volunteers, workers, contractors, and participating teams, and for all wages, taxes, benefits, and similar obligations relating to them.

11. Insurance

(a) The Contractor shall maintain, at its own expense and throughout the term of this Agreement, insurance sufficient to cover its obligations and risks arising from the Cook-Off Activities.

(b) At a minimum, the Contractor shall maintain:

(i) Commercial General Liability insurance with limits of not less than $500,000 per occurrence for bodily injury, personal injury, and property damage;

(ii) Automobile Liability insurance with a combined single limit of not less than $500,000, if automobiles are used in connection with the Cook-Off Activities; and

(iii) Workers' Compensation insurance as required by Texas law, if the Contractor has employees.

(c) The City shall be named as an additional insured on all liability policies to the extent applicable.

(d) The Contractor shall provide certificates of insurance to the City upon execution of this Agreement and at any other time upon request. The Contractor's failure to maintain or provide evidence of required insurance shall constitute a material breach.

(e) Insurance maintained by the City, if any, is for the City's own benefit only and shall not limit the Contractor's obligations under this Agreement.

12. Indemnification and Risk Allocation

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND BOARDS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FINES, PENALTIES, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO THE CONTRACTOR'S OR ANY PARTICIPATING TEAM'S ACTS, OMISSIONS, OPERATIONS, PRESENCE, EQUIPMENT, FOOD SERVICE, SALES, OR PARTICIPATION IN THE EVENT, EXCEPT TO THE EXTENT CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) The Contractor shall be solely responsible for loss of or damage to its own property and the property of participating teams, except to the extent caused by the City's gross negligence or willful misconduct.

(c) Nothing in this Agreement shall be construed as a waiver of any governmental immunity, official immunity, statutory protection, or damages limitation available to the City under Texas law.

13. Compliance with Texas Government Contract Requirements

(a) Before this Agreement becomes effective, the Contractor shall provide all disclosures, forms, certifications, and verifications required by applicable Texas law for contracts with local governmental entities, including any forms required under Chapter 176, Texas Local Government Code, and, if applicable, Form 1295.

(b) The Contractor represents that it is and shall remain in compliance with all applicable Texas laws relating to government contracting, including any requirements concerning prohibited boycotts, foreign terrorist organizations, discrimination against firearm entities or firearm trade associations, boycotts of energy companies, and any successor or related statutory requirements.

(c) The Contractor shall promptly notify the City if any representation in this section ceases to be true during the term of this Agreement.

14. Records; Public Information; Audit

(a) The Contractor shall maintain complete and accurate records relating to this Agreement, including participant rosters, fee collections, electrical assignments, food-handler documentation, incident reports, and payments due to the City, for at least four (4) years after the Event or longer if required by law.

(b) To the extent applicable law requires, records relating to this Agreement may be subject to disclosure under the Texas Public Information Act. The Contractor shall cooperate with the City regarding any lawful request for records.

(c) The City may review and copy non-privileged records reasonably related to the Contractor's performance and amounts due under this Agreement.

15. Notices

(a) Any notice required or permitted under this Agreement must be in writing and delivered by hand, nationally recognized overnight delivery service, certified mail return receipt requested, or email with confirmation of transmission to the addresses below, unless a party later designates a different address by written notice.

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

To Contractor:
Dripping Springs Cookoff Club, Inc.
Attn: Board President
P.O. Box 614
Dripping Springs, TX 78620

16. Assignment and Subcontracting

(a) The Contractor may not assign this Agreement or subcontract a material portion of its duties without the City's prior written consent.

(b) Any attempted assignment or transfer in violation of this section is void unless approved in writing by the City.

17. Governing Law and Venue

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

(b) Exclusive venue for any action arising out of or relating to this Agreement shall lie in a court of competent jurisdiction in Hays County, Texas.

(c) The parties do not agree to arbitration or non-binding mediation unless both parties later agree in writing after a specific dispute arises.

18. Miscellaneous

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior oral and written communications on that subject.

(b) Amendment. No amendment or modification of this Agreement is effective unless in writing and signed by both parties.

(c) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

(d) Waiver. A party's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the right later to enforce it.

(e) Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures transmitted electronically shall be effective to the fullest extent permitted by law.

(f) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and does not create rights in any third party.

(g) Authority. Each signatory represents that he or she is authorized to execute this Agreement on behalf of the party for whom the signatory signs.

(h) No Waiver of Governmental Powers. Nothing in this Agreement limits the City's exercise of its governmental, police, regulatory, permitting, or legislative powers.

AGREED AND ACCEPTED effective as of the last date signed below.

Contract No. COO20260416

CITY OF DRIPPING SPRINGS

Michelle Fischer

Michelle Fischer
City Administrator

17/04/26
Date

DRIPPING SPRINGS COOKOFF CLUB, INC.

Michele Ryon
Michele Ryon (Apr 16, 2026 16:44:20 CDT)

Michele Ryon
President

16/04/26
Date

DRIPPING SPRINGS
Texas

Founders Day Festival
Participation Agreement

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

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and St. Martin de Porres Catholic Church ("**Contractor**").

2. **DEFINITIONS:**
   (a) ***City:*** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
   (b) ***City Council:*** The governing body of the City of Dripping Springs.
   (c) ***Event:*** The Founders Day Festival, a civic celebration, held in Dripping Springs, Texas from April 25-27, 2025, and annually thereafter during dates to be reasonably determined by the City.

3. **DESCRIPTION:** Contractor is hereby engaged to provide and manage Arts & Crafts & Business Booths at the Event subject to the terms of this Agreement and all applicable rules, regulations, and policies adopted by the City.

4. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas at an Event location to be determined annually by the City.

5. **CONSIDERATION:** In consideration of Contractor's participation in the Event,
   (a) Contractor agrees to pay the City 25% of gross profits generated from vendor booth fees and $20 per vendor utilizing electricity.
   (b) The City will process online payments, remitting 75% of gross booth fees to the Contractor and retaining 25%. The City will retain 100% of electricity fees.
   (c) Payments under this section must be delivered by check to the City no later than 5:00 p.m. on the date that is fifteen business days after the conclusion of the most recently held Event.

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

7. **UTILITIES:**
   - **7.1** The City agrees to provide Contractor with access to electricity at designated booths for use by vendors participating in the Event.
   - **7.2** Contractor acknowledges that a fee of $20 per vendor utilizing electricity shall apply, as specified in Section 6(a) of this Agreement.
   - **7.3** Contractor is responsible for ensuring all vendors comply with City safety regulations, electrical load limits, and usage guidelines. The City reserves the right to inspect or restrict electrical connections for public safety or infrastructure protection.

8. **DURATION:**
   - **8.1** This Agreement shall commence upon execution and shall continue in full force and effect unless terminated as provided herein.
   - **8.2** This Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.
   - **8.3** This Agreement shall be deemed terminated when all duties and obligations created herein are fully satisfied.

9. **TERMINATION:**
   - **9.1** This Agreement may be terminated by mutual consent of the parties.
   - **9.2** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, at least sixty (60) days prior to commencement of the Event.
   - **9.3** Termination shall release each party from all obligations of this Agreement, except as specified below.
   - **9.4** Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
   - **9.5** The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.
   - **9.6** *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived to the extent such participation is impacted.

10. **SITE MAINTENANCE:**
    - **10.1** Contractor shall not perform waste or damage the site.
    - **10.2** Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

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

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

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

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

13. INSURANCE:

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

13.2 **Contractor's Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement and consistent with the minimum insurance requirements set out in Attachment "A". Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

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

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

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

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

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

To the Contractor:
St. Martin de Porres Catholic Church
Attn: Father Justin Nguyen
PO Box 1062
Dripping Springs, TX 78620
(512) 858-5667 x202

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

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

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

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

22. **MANDATORY DISCLOSURES:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

23. **MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
24. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

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

CITY OF DRIPPING SPRINGS

Michelle Fischer

Michelle Fischer, City Administrator

03/27/2025

Date

ST. MARTIN DE PORRES CATHOLIC CHURCH

Rev. Fr. Justin Nguyen

Father Justin Nguyen

3/11/2025

Date

Attachment "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS

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

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.

2. Provide for at least thirty (30) 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 Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

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

Contract No. VFW20260406

FOUNDERS DAY PARKING PROFIT SHARING AGREEMENT

This Agreement, made and entered into this 21/04/26 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "**City**") and **Veterans of Foreign Wars Post 2933**, (hereinafter referred to as "**VFW**"), is understood and agreed to be as set forth herein:

Recitals

WHEREAS, the City conducts or sponsors the annual **Founders Day Festival** in Dripping Springs, Texas;

WHEREAS, the City has previously authorized parking operations in and around the area commonly known as Veterans Memorial Park **and the** Triangle **for** the benefit of festival attendees;

WHEREAS, prior participation agreements for Founders Day parking provided for payment by the parking operator to the City of 25% of parking profits **and** required compliance with applicable laws, insurance requirements, and site-use restrictions;

WHEREAS, the parties desire to continue an annual parking arrangement with automatic renewal for Founders Day festival parking operated by the VFW, except to the extent any rights or obligations are already governed by a separate lease agreement affecting the Triangle premises;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions.

For purposes of this Agreement:

(a) **"Event"** means the annual Founders Day Festival conducted in Dripping Springs, Texas.

(b) **"Parking Operations"** means the VFW's management and operation of paid and unpaid vehicle parking for the Event at the Parking Area, including attendant services, traffic flow management within the Parking Area, collection of parking fees, and accommodation of any approved RV parking.

(c) **"Parking Area"** means the gravel and other areas designated in writing by the City for Event parking in or around Veterans Memorial Park and/or the Triangle, as applicable, but expressly excludes any grassy or chained-off area, landscaped area, or other portion prohibited by the City.

(d) **"Parking Revenue"** means all gross receipts collected by the VFW from paid parking during the Event.

(e) **"Parking Expenses"** means reasonable, direct, out-of-pocket costs actually incurred by the VFW for the Event parking operation, excluding donations, overhead not specific to the Event, and compensation not actually paid.

(f) **"Parking Profit"** means Parking Revenue minus Parking Expenses.

2. Grant and Scope.

(a) The City authorizes the VFW to conduct Parking Operations for the Event within the Parking Area during each annual Event term, subject to this Agreement, the City's event rules, and any separate lease or site agreement then in effect.

(b) This Agreement is intended to govern the VFW's Founders Day festival parking profit-sharing arrangement and operational obligations, and shall not enlarge or diminish any leasehold rights established under a separate Triangle lease except where this Agreement expressly addresses Event parking operations.

3. Term; Automatic Renewal.

(a) This Agreement shall begin on the Effective Date stated in the signature block and shall continue in effect for one (1) year.

(b) Thereafter, it shall automatically renew for successive one-year terms for each subsequent Founders Day Event unless either party gives written notice of non-renewal not less than ninety (90) days before the anticipated commencement of that year's Event.

4. Compensation and Profit Sharing.

(a) The VFW shall retain seventy-five percent (75%) of Parking Profit, and shall pay to the City twenty-five percent (25%) of Parking Profit for each annual Event term.

(b) The VFW shall provide the City with a written accounting of Parking Revenue, Parking Expenses, and Parking Profit no later than 5:00 p.m. on the twenty-first (21st) day following the last day of the Event, together with payment of the City's share by check or other form of payment accepted by the City.

(c) If the parties wish, they may annually confirm parking rates, any RV fee structure, and operational details in writing before the Event; however, absent such written modification, this Agreement shall remain in effect according to its terms.

5. Parking Operations.

(a) The VFW shall provide all labor, volunteers, supplies, signage, traffic cones, collection materials, and other equipment necessary to conduct Parking Operations safely and efficiently.

(b) The VFW may use a portion of the Parking Area for RV parking only if approved by the City for the applicable Event year and only within areas designated by the City. Any RV parking arrangement shall be administered so as not to unreasonably interfere with required accessible parking or general event parking circulation.

(c) The VFW shall reserve and manage accessible parking in the Parking Area in a manner that complies with applicable federal, state, and local accessibility requirements, including the Americans with Disabilities Act and any applicable Texas accessibility standards, as applicable to the Event and the Parking Area.

(d) The number, dimensions, location, access aisles, and route of travel for accessible parking spaces shall be established and maintained in compliance with law and any City direction for the applicable Event year.

(e) The VFW shall not park vehicles, direct vehicles, or permit parking on any grassy area, chained-off area, landscaped area, or other area designated by the City as off limits.

(f) This restriction applies even if such area was used in prior years unless the City expressly authorizes such use in writing for a future Event.

6. Compliance with Laws; Safety.

(a) The VFW shall comply with all applicable federal, state, and local laws, regulations, ordinances, event rules, and safety requirements in connection with Parking Operations.

(b) The VFW shall take reasonable steps to protect public safety, maintain orderly traffic movement within the Parking Area, and avoid damage to City property.

7. Site Care and Cleanup.

(a) The VFW shall exercise reasonable care and due diligence to avoid damage to the Parking Area and adjacent City property.

(b) The VFW shall remove trash generated by its Parking Operations and shall leave the Parking Area in reasonably clean condition following the Event, ordinary wear excepted.

8. Independent Contractor.

(a) The parties agree that the VFW is acting as an independent contractor and not as an officer, employee, partner, or agent of the City.

(b) The VFW shall be solely responsible for directing and controlling its personnel, volunteers, and operations.

9. **Records and Audit Cooperation.** The VFW shall keep reasonably complete books and records supporting its annual Event accounting under this Agreement for at least two (2) years after each Event and shall make such records available to the City for reasonable inspection upon written request for the limited purpose of verifying the City's profit-share payment.

10. **Termination; Non-Renewal.**

    (a) This Agreement may be terminated by mutual written agreement of the parties.

    (b) Either party may terminate this Agreement for material breach if the other party fails to cure such breach within a reasonable time after written notice, provided that if the breach occurs during the Event and immediate cure is not practicable, the City may suspend affected Parking Operations as reasonably necessary to protect public safety or City property.

    (c) Termination shall not affect any payment obligation, indemnity obligation, recordkeeping obligation, or other provision that by its nature should survive termination.

11. **Force Majeure.** If the Event or Parking Operations are delayed, suspended, or cancelled due to acts of God, severe weather, natural disaster, governmental order, public emergency, or other cause beyond a party's reasonable control, the affected obligations shall be excused to the extent impacted for that Event year.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the VFW's Founders Day parking profit-sharing arrangement and supersedes prior oral or written understandings on that subject, except that any separate lease agreement governing the Triangle premises shall continue to control leasehold rights and obligations not expressly addressed herein.

13. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the VFW 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). VFW also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) VFW does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) VFW does not boycott energy companies; and VFW is compliant with all other Texas laws including any additional disclosure requirements.

14. **Injuries/Insurance.** VFW acknowledges the VFW's obligation to obtain appropriate insurance coverage with the City named as an additional named insured as described in Attachment "A". VFW waives the rights to recovery from City for any injuries that VFW may sustain while performing services under this Agreement. VFW is to provide a copy of insurance coverage to City upon execution of this Agreement and at least ten (10) days prior to the end of any existing coverage period.

15. **Indemnification.** Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify VFW for any expenses in any way connected with this Agreement. VFW AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16. **Assignment.** VFW's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

17. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows, provided that either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail. Notices delivered in person or by e-mail shall be deemed received upon delivery.

To the City:	**To VFW:**
City of Dripping Springs	Veterans of Foreign Wars Post 2933
Attn: City Administrator	Attn: Commander
PO Box 384	PO Box 216
Dripping Springs, TX 78620	Dripping Springs, TX 78620
(512) 858-4725	post@vfw2933.com

18. **Amendment.** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

19. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. **Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

21. **Governing Law and Venue.** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

22. **Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages. This limitation shall not limit a party's indemnification obligations expressly set forth in this Agreement.

CITY OF DRIPPING SPRINGS	**VETERANS OF FOREIGN WARS POST 2933**
Michelle Fischer	
Michelle Fischer	Robert Parker For the Commaner George Conwill Quartermaster, VFW Post 2933
21/04/26	15 April 2026
Date	Date

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS:

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

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

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

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

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law (only if Firm has employees).
- Commercial General Liability minimum limits of $500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of $500,000 Dollars combined single limit.

docusign

Certificate Of Completion

Envelope Id: D7011C8B-870C-85DE-803C-B44AA0751173
Status: Sent
Subject: VFW20260406 - Founders Day Parking Profit Sharing Agreement (VFW Post 2933)
Source Envelope:
Document Pages: 12
Signatures: 0
Certificate Pages: 4
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Aniz Alani
PO Box 384
Dripping Springs, TX 78620
aalani@cityofdrippingsprings.com
IP Address: 97.105.163.190

Record Tracking

Status: Original
4/7/2026 4:24:23 PM
Holder: Aniz Alani
aalani@cityofdrippingsprings.com
Location: DocuSign

Signer Events	Signature	Timestamp
Emily Nelson enelson@cityofdrippingsprings.com Assistant Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/29/2025 12:24:55 PM ID: ccbbfe6e-35aa-48c6-bd8e-1dd0c1125668	DS EN Signature Adoption: Pre-selected Style Using IP Address: 97.105.163.190	Sent: 4/7/2026 4:41:13 PM Resent: 4/9/2026 4:19:03 PM Resent: 4/10/2026 10:47:16 AM Resent: 4/13/2026 12:25:05 PM Viewed: 4/13/2026 1:14:04 PM Signed: 4/13/2026 1:14:14 PM
Johnna Krantz jkrantz@cityofdrippingsprings.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/9/2026 4:09:41 PM ID: d4c02f93-b7e3-4836-a7b5-93b229402f9c	Initial JK Signature Adoption: Pre-selected Style Using IP Address: 97.105.163.190	Sent: 4/7/2026 4:41:13 PM Viewed: 4/9/2026 4:09:41 PM Signed: 4/9/2026 4:09:50 PM
Shawn Cox scox@cityofdrippingsprings.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/10/2026 10:59:47 AM ID: d5e90150-0c89-4c68-a1dd-082e579f2fbd	Initial SC Signature Adoption: Uploaded Signature Image Using IP Address: 97.105.163.190	Sent: 4/7/2026 4:41:13 PM Resent: 4/9/2026 4:19:03 PM Resent: 4/10/2026 10:47:16 AM Viewed: 4/10/2026 11:00:09 AM Signed: 4/10/2026 11:00:34 AM
Robert Parker post@vfw2933.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/13/2026 1:14:16 PM
Aniz Alani aalani@cityofdrippingsprings.com Security Level: Email, Account Authentication (None)		

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Michelle Fischer mfischer@cityofdrippingsprings.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/13/2026 9:02:00 AM ID: 92f1470b-55b0-41db-b6bd-5d03e3f1db3d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Diana Boone dboone@cityofdrippingsprings.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/5/2025 11:06:30 AM ID: c4316893-b32f-4355-831c-c027a923be23		
Maverick Coleman mcoleman@cityofdrippingsprings.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2026 4:41:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Docusign Envelope ID: C73E9EDB-7768-4E44-94ED-62AC2375BD61

FACILITIES USE AGREEMENT

This Facilities Use Agreement (the "Agreement") is made and entered into as of November 17, 2025 ("Effective Date") by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law municipality ("City"), the DRIPPING SPRINGS LIONS CLUB, a Texas nonprofit corporation ("Lions Club") and the DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("DSISD").

In this Agreement, the City, DSISD and Lions Club are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, each year the Founders Day Festival ("Founders Day" or the "Festival") is held in the City of Dripping Springs, Hays County, Texas on the last full weekend each April ("Event Period"); and

WHEREAS, City owns that certain tract of land in the City of Dripping Springs, Hays County, Texas being more particularly described as ABS 415 9-2210-09-01 PHILLIP A SMITH SURVEY (FUTURE DS CITY HALL) GEO#90401321 and adjacent roadway and right-of-way areas ("City Property"); and

WHEREAS, DSISD owns that certain property in the City of Dripping Springs, Hays County, Texas being further described as A0415 PHILIP A SMITH SURVEY, ACRES 22.77, (INTERMEDIATE SCHOOL) ("DSISD Property"); and

WHEREAS, Lions Club desires to participate in Founders Day and use the City Property and DSISD Property for festival activities; and

WHEREAS, subject to the terms and conditions hereinafter stated, City and DSISD agree to allow Lions Club to participate in Founders Day and use the City Property and DSISD Property as described in Attachment "A"; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties mutually agree as follows:

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

2. **Attachments** All attachments to this Agreement are hereby made part hereof as if fully set out herein. In the event of any inconsistency between the body of this Agreement (pages 1-11 of this Agreement) and Attachment "D" or Attachment "E", the body of this Agreement shall prevail to the extent of the inconsistency.

   Attachment "A" Sample Festival Area
   Attachment "B" Sample Security Map **[Security Sensitive]**

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Attachment "C" Sample Traffic Control Plan Excerpt
Attachment "D" DSISD Facility Use Guidelines
Attachment "E" City Insurance Requirements

3. Sample Documents

(a) The documents attached as Attachment "A", Attachment "B", and Attachment "C" ("Sample Documents") are for illustrative purposes only.

(b) The governing content of Attachment "A" [*Festival Area*] shall be determined pursuant to the City of Dripping Springs Founders Day Committee Ordinance by written notice to DSISD and Lions Club no later than the February 1 immediately before the Event Period to which the notice applies.

(c) The governing content of Attachment "B" [*Security Map*] shall be determined pursuant to the City of Dripping Springs Founders Day Committee Ordinance by written notice to DSISD and Lions Club no later than the April 1 immediately before the Event Period to which the notice applies. Despite this, the City may revise the Security Map as necessary or desirable to further ensure the safety and security of the Festival up to and during each Event Period.

(d) The governing content of Attachment "C" [*Traffic Control Plan*] shall be determined pursuant to the City of Dripping Springs Founders Day Committee Ordinance by written notice to DSISD and Lions Club no later than thirty (30) days before the Event Period to which the notice applies. Despite this, the City may revise the Traffic Control Plan as necessary or desirable to further ensure the safety and security of the Festival up to and during each Event Period.

(e) Despite anything in this section, nothing precludes the exchange of draft or the anticipated final versions of the Sample Documents prior to the due dates set out in this section, subject to change up to the applicable due date.

(f) Changes to the documents attached as Attachment "D" and Attachment "E" that are not inconsistent with the spirit of this Agreement may be determined by DSISD (in respect of Attachment "D") and the City (in respect of Attachment "E") upon written notice to the other Parties no later than the April 1 immediately before the Event Period to which the notice applies.

4. Term This Agreement shall be effective on the Effective Date and shall remain in full force and effect until terminated in accordance with section 8 below.

5. Obligations of Lions Club

(a) In consideration of City and DSISD agreeing to allow Lions Club to participate in Founders Day and use the City Property and DSISD Property as described in Attachment "A":

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(i) Lions Club shall make good faith efforts to negotiate, execute and implement an agreement with the City pursuant to which Lions Club will continue to participate in Founders Day by conducting festival activities during the Term of this Agreement; and

(ii) Lions Club's compensation to City shall be limited to any amount or rate provided for under an agreement with City entered into pursuant to subparagraph (i) above; and

(iii) Lions Club shall by written notice to City and DSISD no later than ninety (90) calendar days before each Event elect one of the following options at Lions Club's sole discretion:

1. Payment to DSISD of an amount calculated in accordance with paragraph (iv) below; or

2. Payment to City of an amount calculated in accordance with paragraph (v) below in consideration of the City's obligation to pay DSISD the amount calculated in accordance with paragraph (iv) below.

(iv) For the purposes of subparagraph (iii).1 above, Lions Club or City, as applicable, shall pay DSISD no later than forty-five (45) calendar days before each Event Period:

1. For the Event Period in 2026, $6,000.00; and

2. For each Event Period beginning in 2027, the compensation amount payable to DSISD pursuant to this Agreement shall be adjusted annually based on changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics or reasonably comparable successor index. The adjustment shall be calculated by multiplying the base compensation amount of $6,000.00 by a fraction, the numerator of which is the CPI-U published for the month of July immediately preceding the applicable Event Period, and the denominator of which is the CPI-U published for the month of July preceding the 2026 Event Period. The resulting amount shall be rounded to the nearest whole dollar and shall constitute the adjusted compensation amount for that Event Period. In no event shall the adjusted compensation amount be less than $6,000.00.

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(v) For the purposes of subparagraph (iii).2 above, Lions Club shall pay City no later than thirty (30) calendar days after each Event Period one hundred percent (100%) of the difference between the net revenue (being gross receipts less reasonably related direct expenses incurred by Lions Club) after received by Lions Club in respect of all activities conducted by or on behalf of Lions Club on the DSISD Property the ("DSISD Property Revenue") during the Event Period and the average DSISD Property Revenue over the three years prior to the Event Period.

(vi) If Lions Club does not provide written notice to City and DSISD within the time period specified in subparagraph (iii) above, Lions Club shall be deemed to have elected subparagraph (iii).1 in respect of the Event Period to which the election applies.

(b) Lions Club agrees to review and comply with all rules and regulations adopted by City regarding Founders Day.

(c) Lions Club agrees that it shall cause the contractors for the carnival to add City and DSISD to its insurance as additional named insureds and provide a copy to DSISD and the City as provided in Attachment "D" and Attachment "E". Insurance shall expressly provide primary and non-contributory coverage in favor of DSISD, with minimum limits of $1,000,000 per occurrence / $2,000,000 aggregate for commercial general liability, and shall not be cancelled or materially altered without at least thirty (30) days' prior written notice to DSISD.

(d) Lions Club shall take reasonable steps to ensure that waste is not performed upon the DSISD Property, and that any damage to the grounds is limited to reasonable wear and tear. Any destruction, damage, or injury to DSISD property during the Lions Club's use of the DSISD Property shall be cleaned and repaired by Lions Club. Lions Club shall provide a refundable damage deposit in the amount of $500.00 prior to the Event Period, which DSISD may draw upon to cover any repairs not timely completed within fourteen (14) calendar days after written notice by DSISD.

(e) Lions Club and City are obligated to remove and properly dispose of all litter, trash, and refuse on the DSISD Property as a result of the Festival.

(f) The Lions Club's use of the DSISD Property on Friday shall not interfere with, or any way hinder, DSISD's use of the Administration Building, and access to the Administration Building from the rear of the building.

(g) The Lions Club shall preserve access for DSISD to the driveway within the DSISD Property and located on Sportsplex Drive (the "DSISD Driveway") from 7:00 a.m. until 4:00 p.m. on the Friday of each Event Period.

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(h) If an election or other voting opportunity with a polling location at 300 Sportsplex Drive occurs during an Event Period, the Lions Club shall preserve access for voters to the polling location from 8:00 a.m. to 5:00 p.m. on each weekday during the Event Period and from 10:00 a.m. to 4:00 p.m on each weekend day during the Event Period.

(i) Lions Club shall preserve access to the DSISD Maintenance Yard located on the DSISD Property during the Event Period.

(j) Lions Club shall take all steps necessary to prevent use of alcoholic beverages or tobacco products on the DSISD Property. Lions Club shall further prohibit and prevent the possession, use, or sale of weapons (as defined under Texas Penal Code §46), controlled substances (as defined under the Texas Controlled Substances Act), and hazardous materials (as defined by applicable federal and state law) on the DSISD Property. Lions Club shall ensure that any violation of this prohibition results in immediate removal from the premises and shall promptly notify DSISD of any such incident.

(k) Lions Club shall review and comply with DSISD Facility Use Guidelines in Attachment "D" attached hereto and incorporated herein as if fully set forth within. Lions Club shall review and comply with DSISD policy GKA (LEGAL) and policy GKD (LOCAL) as published on TASB website with the exception of the Facility Use Policy requirement to provide chaperones for children. For convenience only, a sample of the aforesaid policy in force at the time of execution of this Agreement is published at:

https://pol.tasb.org/PolicyOnline/PolicyDetails?key=619&code=GKA#legalTabContent

(l) Lions Club represents that it employs or contracts with trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

(m) Lions Club, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Ordinances of the City of Dripping Springs, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

6. Obligations of DSISD

(a) DSISD agrees to allow Lions Club the use of the DSISD Property for Founders Day activities as set out in this Agreement.

(b) DSISD agrees to allow Lions Club the use of the DSISD Property from 5:00 p.m. on the Thursday of each Event Period and to remain on the premises until 4:30 a.m. on the Monday of each Event Period.

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(c) DSISD agrees that Lions Club may stage carnival equipment on the lawn areas within the designated portion of the Festival Area beginning at 5:00 p.m. on the Wednesday of each Event Period, provided that such staging does not obstruct the road or driveways.

(d) DSISD agrees that Lions Club shall have sole control of the operation of the Lions Club's carnival business and the Rotary Club's tent at Founders Day with the exception of one (1) booth area designated for DSISD which shall be clearly marked by DSISD prior to arrival of the carnival contractor and may not set up prior to 6:00 a.m. on the Saturday of each Event Period.

7. Obligations of the City

(a) City agrees to allow Lions Club the use of the City Property for Founders Day activities as set out in this Agreement.

(b) City agrees to allow Lions Club the use of the City Property beginning at 5:00 p.m. on the Thursday of each Event Period and to remain on the premises until 11:59 p.m. on the Sunday of each Event Period.

(c) The City confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool, that covers its streets and public areas. Such liability coverage shall be made available to Lions Club as a participant in Founders Day. Such liability coverage shall cover DSISD Property and name DSISD as additional insured.

(d) City agrees that Lions Club shall have sole control of the operation of the Lions Club carnival business at Founders Day.

(e) City agrees to post signs prohibiting the sale or consumption of alcohol and tobacco products on DSISD property.

(f) City agrees to restrict access to specific areas of DSISD property through the use of traffic barricades and security fencing provided by the City and as further depicted in Attachment "B" and Attachment "C" attached hereto and incorporated herein as if fully set forth.

(g) City agrees to provide security officers to guard and patrol the DSISD property as further depicted in Attachment "B" and Attachment "C".

(h) City agrees to pay DSISD the amount calculated in accordance with Section 5(iv) if Lions Club elects to invoke Section 5(iii).2 above.

8. Termination.

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

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(vii) mutual written consent of the Parties; or

(viii) City if a default or breach shall be made by Lions Club or DSISD with respect to the due and timely performance of any of its covenants and agreements contained herein; or

(ix) DSISD if a default or breach shall be made by Lions Club or City with respect to the due and timely performance of any of its covenants and agreements contained herein; or

(x) DSISD or City for convenience effective the Event Period that is no less than one year from the date on which written notice of termination is provided; or

(xi) DSISD immediately, upon written notice, if DSISD reasonably determines in its sole discretion that continuation of the Event poses a material risk to health, safety, or security, substantially interferes with District operations (including elections or educational functions) neither reasonably foreseeable nor reasonably capable of being relocated or rescheduled to avoid such interference, or violates applicable law. Prior to invoking this subparagraph, DSISD shall exercise good faith efforts to work with City and Lions Club to reasonably mitigate the risk or interference jeopardizing continuation of the Event.

(b) No termination of this Agreement shall terminate or impair any claim by City or DSISD against Lions Club based upon any breach of this Agreement.

(c) In the event City or DSISD terminates under this section, the following shall apply: Upon City's or DSISD's delivery of the referenced notice to Lions Club, Lions Club shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement and are in respect of an Event Period that occurs following the effective date of termination. The Parties agree that Lions Club shall be solely responsible for any payments due to any subcontractors.

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

For the City:

Attention: City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

For the Lions Club

Attention: President
Dripping Springs Lions Club
P.O. Box 53
Dripping Springs, TX 78620

For DSISD:

Attention: Superintendent
Dripping Springs ISD
P.O. Box 479
Dripping Springs, TX 78620

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

10. Miscellaneous.

(a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

(b) **Amendment.** This Agreement may only be amended in writing signed by all parties.

(c) **Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless all parties to a specific dispute agree in writing to submit the dispute to arbitration or non-binding mediation after such dispute arises.

(d) **Independent Status.** The parties are independent, and neither party is the other party's employee, nor are the employees of either party the other party's employees by reason only of this agreement. 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.

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(e) **Indemnification.** Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Lions Club for any expenses in any way connected with this Agreement. Indemnification. LIONS CLUB SHALL DEFEND (AT THE OPTION OF CITY OR DSISD), INDEMNIFY, AND HOLD HARMLESS THE CITY AND DSISD, TOGETHER WITH THEIR SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND ELECTED OFFICIALS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, LOSSES, COSTS, EXPENSES, ATTORNEY'S FEES, AND ANY OTHER LIABILITIES OF ANY KIND ARISING OUT OF, OR RELATED TO, THE ACTS OR OMISSIONS OF LIONS CLUB, OR LIONS CLUB'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, GUESTS OR TRESPASSERS, IN CONNECTION WITH THIS AGREEMENT OR THE USE OF CITY OR DSISD PROPERTY. ATTENDEES AT THE FOUNDERS DAY FESTIVAL SHALL BE DEEMED INVITEES OF THE LIONS CLUB FOR PURPOSES OF THIS SECTION. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR DSISD (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. THIS CLAUSE SHARE SURVIVE EXPIRATION/TERMINATION OF THIS AGREEMENT.

(f) **Consequential Damages**. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages. Notwithstanding the foregoing, nothing in this Section shall limit or waive DSISD's right to recover actual damages, including but not limited to loss of use of DSISD facilities, arising from damage to or interference with DSISD property caused by the acts or omissions of the Lions Club, its contractors, subcontractors, invitees, or agents.

(g) **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, Lions Club has submitted to the City and DSISD a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Lions Club also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Lions Club does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Lions Club does not boycott energy companies; and Lions Club is compliant with all other Texas laws including any additional disclosure requirements.

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(h) **Severability.** The invalidity, illegality, or unenforceability of any prov1s1on 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.

(i) **Force Majeure.** Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(j) **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.

(k) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

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

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

(n) **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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:
City of Dripping Springs

Signed by:
Michelle Fischer
3E21AC1E52284E8...

Michelle Fischer
City Administrator

November 5, 2025 | 6:57 AM PST
Date

DSISD:
Dripping Springs Independent School District

Dr. Holly Morris-Kuentz
Superintendent

November 17, 2025
Date

LIONS CLUB:
Dripping Springs Lions Club

DocuSigned by:
SHARON GOSS
81B1A141BC6143B...

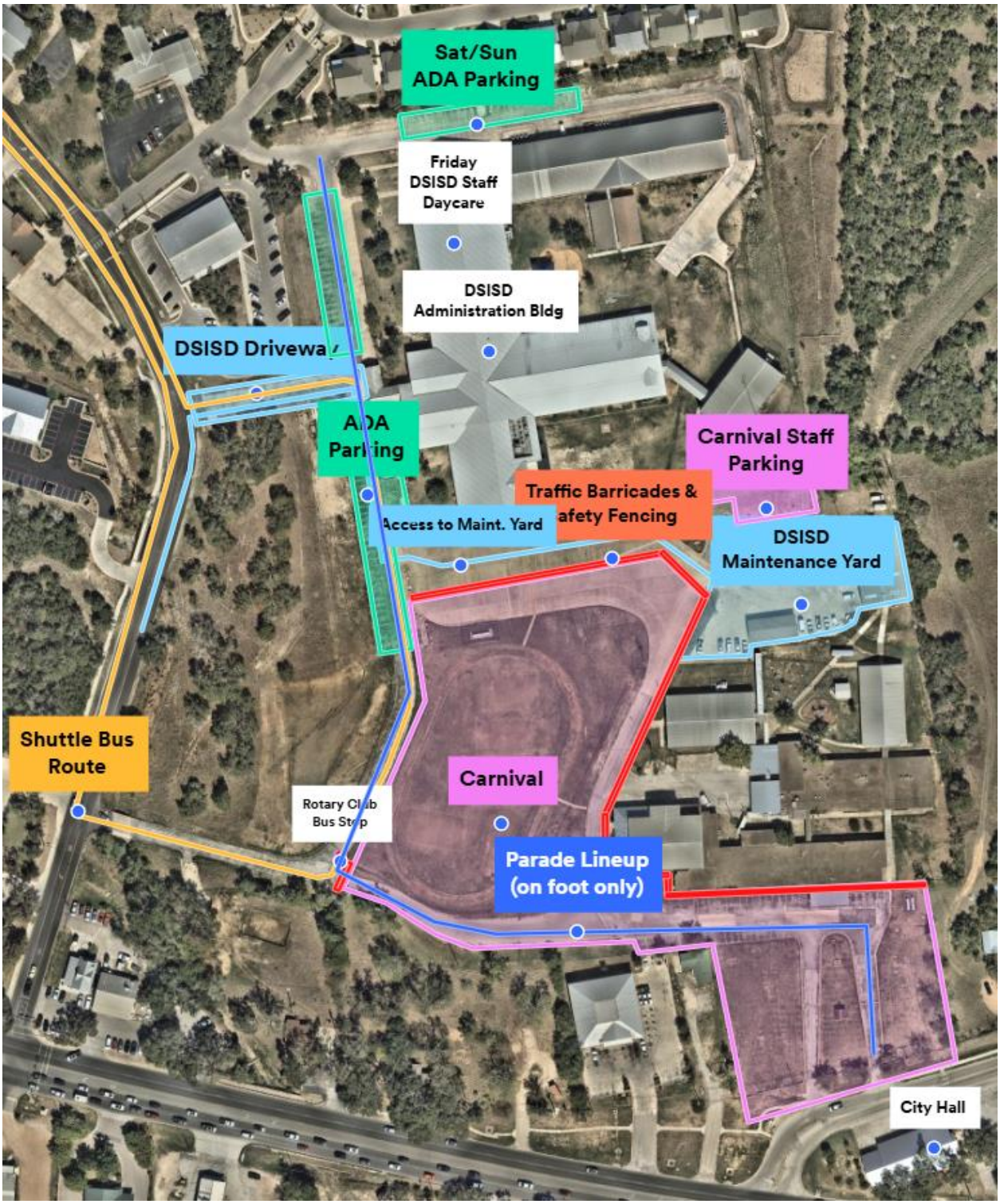
Sharon Goss
President

November 14, 2025 | 2:06 PM PST
Date

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ATTACHMENT "A"

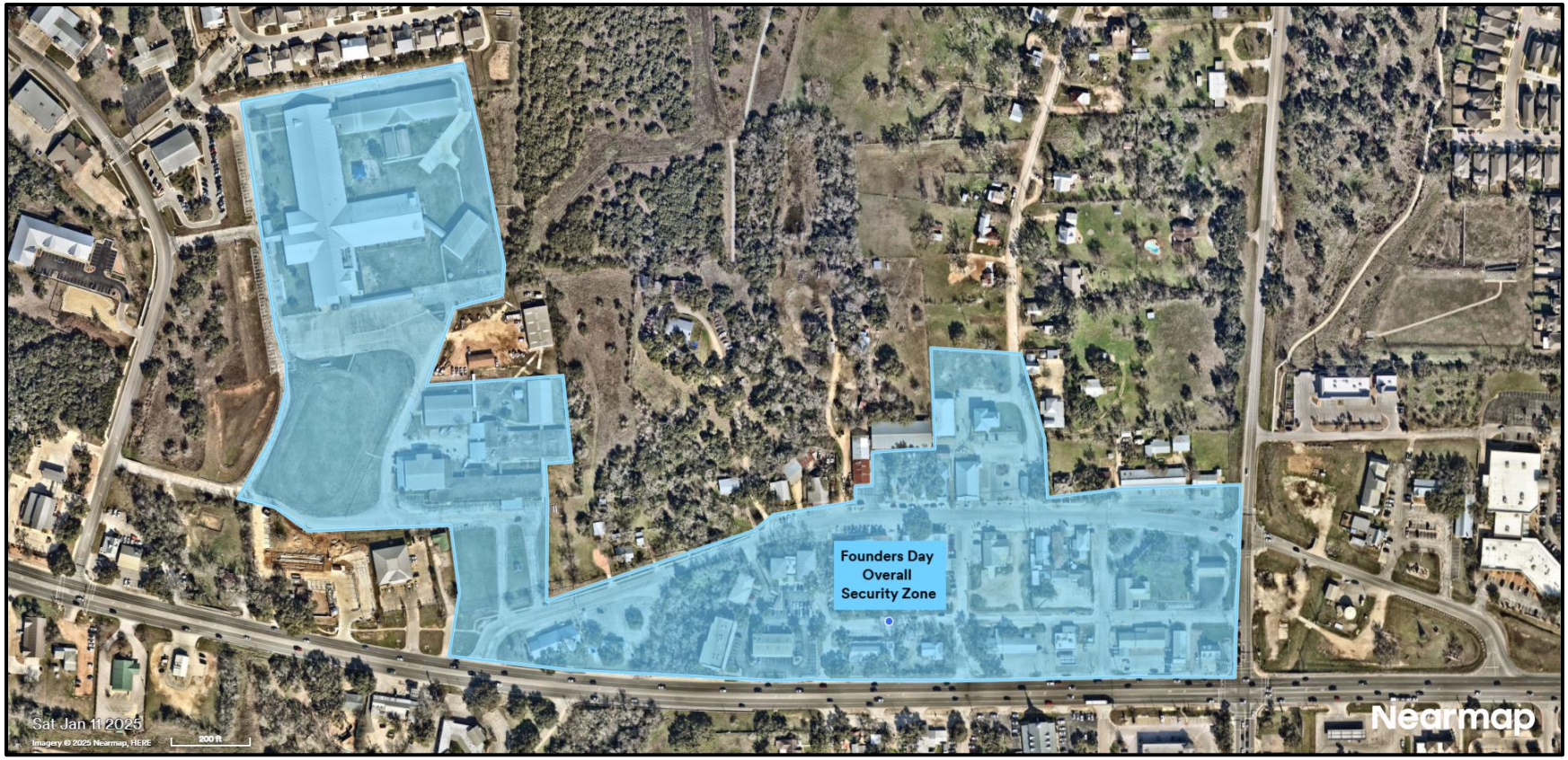
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ATTACHMENT "B"

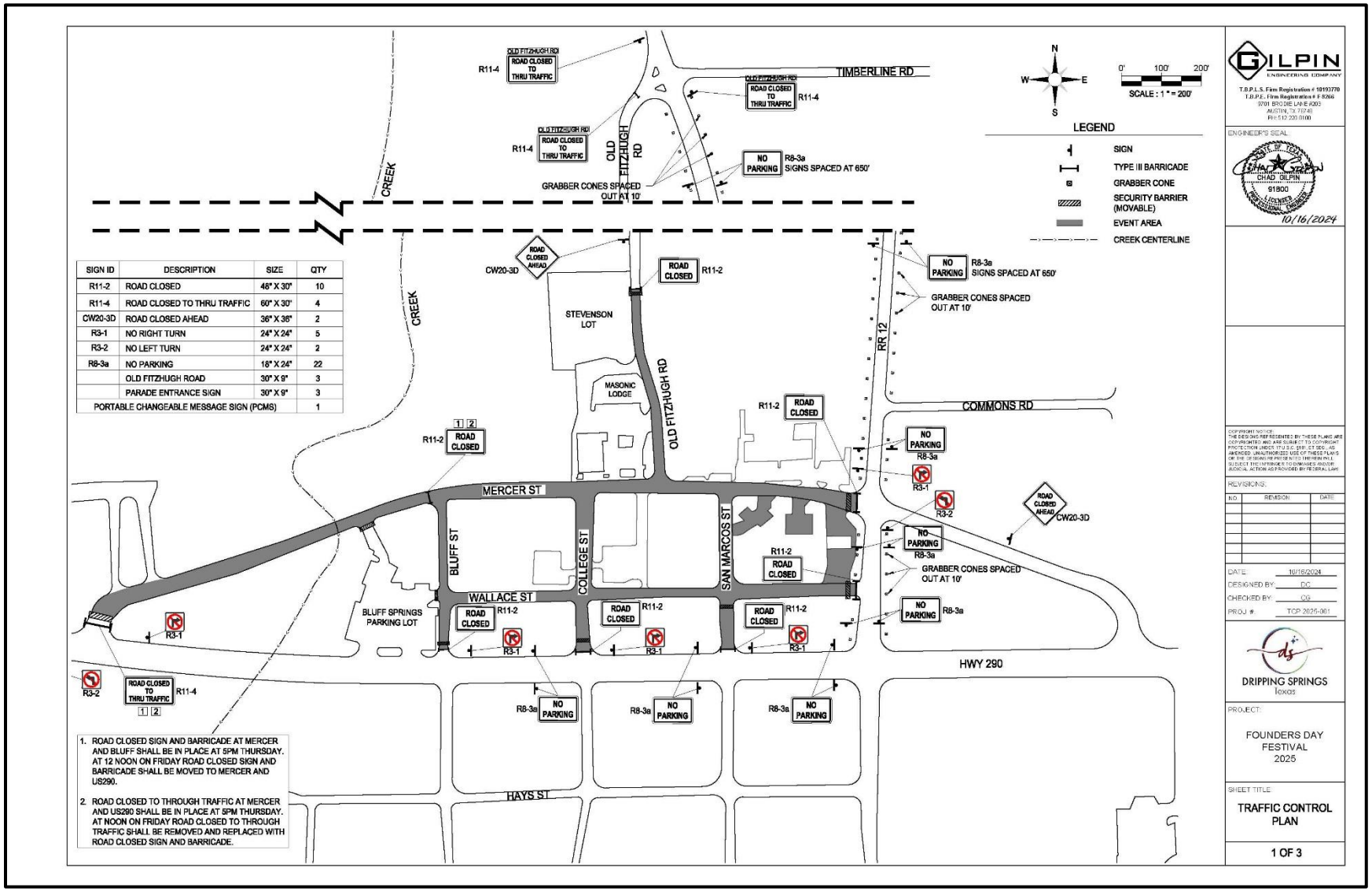
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[Security Sensitive]



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ATTACHMENT "C"

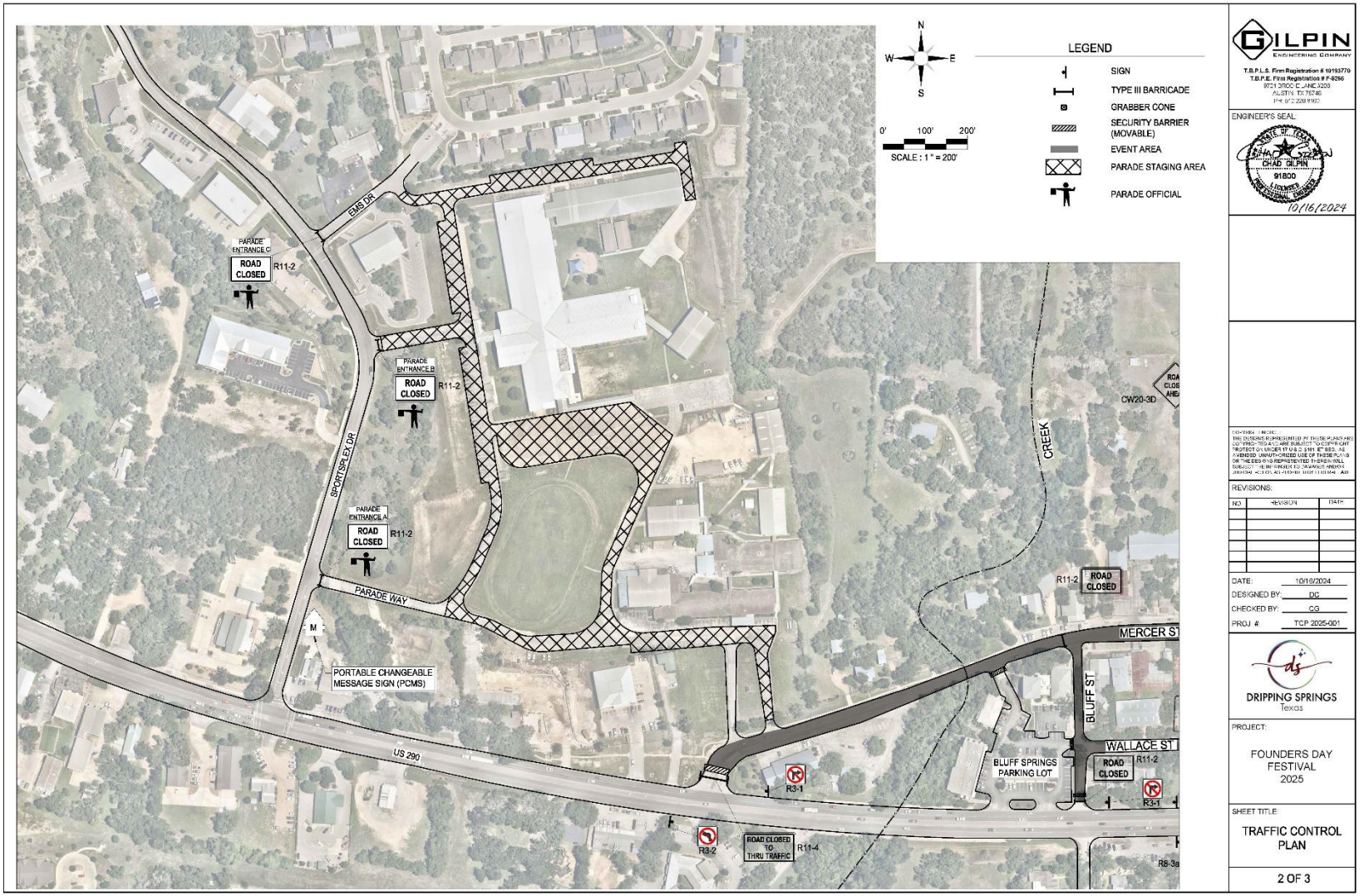
[Sample Traffic Control Plan Except]



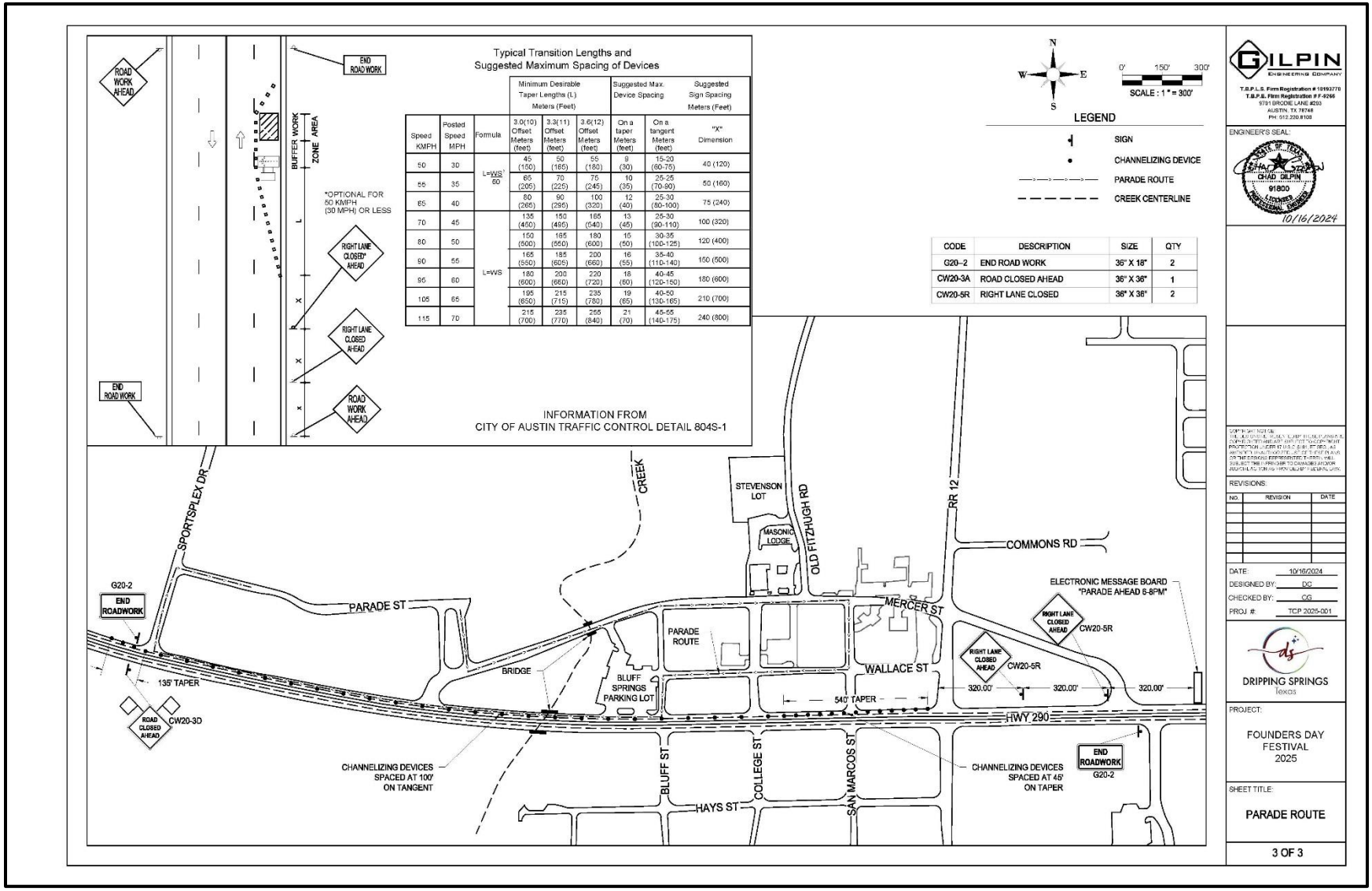
SIGN ID	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED	48" X 30"	10
R11-4	ROAD CLOSED TO THRU TRAFFIC	60" X 30"	4
CW20-3D	ROAD CLOSED AHEAD	36" X 36"	2
R3-1	NO RIGHT TURN	24" X 24"	5
R3-2	NO LEFT TURN	24" X 24"	2
R8-3a	NO PARKING	18" X 24"	22
	OLD FITZHUGH ROAD	30" X 9"	3
	PARADE ENTRANCE SIGN	30" X 9"	3
PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)			1

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

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ATTACHMENT "D"

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

COMMITMENT

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

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

GROUPS

District Sanctioned School Functions

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

Non-Profit Organizations

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

For-Profit Organizations

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

GENERAL REQUIREMENTS

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

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

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

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

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

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

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

Rental Cost and Fees for Use of Facilities
All payments must be mailed or made in person at the Dripping Springs ISD Facility Use Department, 300 Sportsplex Drive, P.O. Box 479, Drippings Springs, Texas 78620-0479. No DSISD employee is authorized to accept tips, gratuities or wages directly from the Applicant or lessee.

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

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

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

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

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

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

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

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

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

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

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

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

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

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

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

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

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

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

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

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

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

Conditions for Dripping Springs High School Auditorium

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

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

No waiver of Immunities
Nothing in this Guideline waives or alters any immunities provided DSISD, its employees, agents or officers, under Texas or federal law.

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

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

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

MISCELLANEOUS

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

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

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

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

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

DSISD Schedule of Minimum Insurance Requirements

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

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

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

All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current *Best Book*, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to Dripping Springs ISD. The insured shall be the named Organization. **Dripping Springs ISD should be listed as "Additional Insured" using the address of the Administration Offices at 300 Sportsplex Drive., Dripping Springs TX 78620.** The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Guidelines for use of Dripping Springs ISD facilities. Dripping Springs ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

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

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

Automobile Liability Insurance:
Combined Single Limit: (At Least) $500,000
(Required if the organization owns vehicles and will be using them on school property.)

Workers Compensation (At least) $100,000
(Required if the organization has employees who will be performing manual labor of any kind on school property.)

Docusign Envelope ID: C73E9EDB-7768-4E44-94ED-62AC2375BD61

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

Food Truck Guidelines

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

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

One Day and Recurring Event Rentals
Food truck rentals on District property will be assessed a flat rate fee per day.
1-6 hours: $50
7+ hours: $100
Food truck vendors must complete a Facility Use Application and submit to Facility Use office with date/time of operation and the following documentation:

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

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

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

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

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

Risk Management Safety Information

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

Please make sure that you are compliant with the following:

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

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

Jennifer Martinez, Facility Use Coordinator	512.858.3046
Jaime Dydalewicz, Director of Facilities	512.858-3047

Safety is our Priority
Please help us keep our schools and children safe!

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

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

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

Facility Use Guidelines Page 9 of 13

Docusign Envelope ID: C73E9EDB-7768-4E44-94ED-62AC2375BD61

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

Lightning Warning

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

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

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

Lightning Safety Tips

SEEK
- Large buildings
- Automobiles/Buses

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

Facility Use Guidelines Page 10 of 13

Docusign Envelope ID: C73E9EDB-7768-4E44-94ED-62AC2375BD61

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

Integrated Pest Management Program

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

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

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

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

Turf Field User's Responsibilities

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

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

Prohibitions

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

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

Clean-up

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

Other Notes

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

Facility Use Guidelines Page 12 of 13

Docusign Envelope ID: C73E9EDB-7768-4E44-94ED-62AC2375BD61

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Facility Use Guidelines

DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

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

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

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

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

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

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

For questions and additional information, contact the following:

City of Dripping Springs Sanitarian Department	512.858.4725
Hays County Development Services Division	512.393.2150

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ATTACHMENT "E"

CITY INSURANCE REQUIREMENTS:

The entity 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 Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

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

Certificate Of Completion

Envelope Id: C73E9EDB-7768-4E44-94ED-62AC2375BD61
Status: Sent
Subject: FOR SIGNATURE: DSI20251104 - Facilities Use Agreement (Founders Day Festival)
Source Envelope:
Document Pages: 30
Signatures: 2
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Aniz Alani
PO Box 384
Dripping Springs, TX 78620
aalani@cityofdrippingsprings.com
IP Address: 97.105.163.190

Record Tracking

Status: Original
11/4/2025 4:23:17 PM
Holder: Aniz Alani
aalani@cityofdrippingsprings.com
Location: DocuSign

Signer Events	Signature	Timestamp
Michelle Fischer mfischer@cityofdrippingsprings.com City Administrator Security Level: Email, Account Authentication (None)	Signed by: Michelle Fischer 3E21AC1E52284E8... Signature Adoption: Pre-selected Style Using IP Address: 97.105.163.190	Sent: 11/4/2025 4:59:39 PM Viewed: 11/5/2025 6:57:24 AM Signed: 11/5/2025 6:57:54 AM
Electronic Record and Signature Disclosure: Accepted: 11/5/2025 6:57:24 AM ID: 27b43875-50d4-40fc-9e1b-a7a4bd8a945f		
SHARON GOSS sgoss6@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: SHARON GOSS 81B1A141BC6143B... Signature Adoption: Pre-selected Style Using IP Address: 70.122.128.158	Sent: 11/5/2025 6:57:57 AM Viewed: 11/6/2025 10:15:08 AM Signed: 11/14/2025 2:06:28 PM
Electronic Record and Signature Disclosure: Accepted: 11/6/2025 10:15:08 AM ID: d4676c18-1133-472a-8577-7dc832192abb		
Dr. Holly Morris-Kuentz holly.morriskuentz@dsisdtx.us Security Level: Email, Account Authentication (None)		Sent: 11/5/2025 6:57:56 AM Viewed: 11/5/2025 7:28:22 AM
Electronic Record and Signature Disclosure: Accepted: 11/5/2025 7:28:22 AM ID: 2e8d5c45-6893-427e-81d5-3995fece0800		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Diana Boone

dboone@cityofdrippingsprings.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/5/2025 9:06:30 AM
ID: c4316893-b32f-4355-831c-c027a923be23

Emily Nelson

enelson@cityofdrippingsprings.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 9/29/2025 10:24:55 AM
ID: ccbbfe6e-35aa-48c6-bd8e-1dd0c1125668

Johnna Krantz

jkrantz@cityofdrippingsprings.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/22/2025 9:37:42 AM
ID: d3b7d927-be68-4924-b139-b78c903552c2

Maverick Coleman

mcoleman@cityofdrippingsprings.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2025 4:59:39 PM
Envelope Updated	Security Checked	11/7/2025 9:51:01 AM
Envelope Updated	Security Checked	11/7/2025 9:51:01 AM
Certified Delivered	Security Checked	11/5/2025 7:28:22 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Dripping Springs (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Dripping Springs:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by paper mail, please send correspondence to:
City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

To advise City of Dripping Springs of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at aalani@cityofdrippingsprings.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Dripping Springs

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to aalani@cityofdrippingsprings.com and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with City of Dripping Springs

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to aalani@cityofdrippingsprings.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Dripping Springs as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Dripping Springs during the course of your relationship with City of Dripping Springs.

City of Dripping Springs, TX

Budget Report
Account Summary

For Fiscal: FY 2025-2026 Period Ending: 09/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 404 - Founders Day							
100-404-43012	FD Facility Rental	10,000.00	8,489.00	0.00	8,888.68	399.68	104.71 %
100-404-45000	FD Craft/Business Booths	12,150.00	14,725.00	-1,162.50	17,675.00	2,950.00	120.03 %
100-404-45001	FD Food Booths	1,612.50	1,612.50	0.00	1,612.50	0.00	0.00 %
100-404-45002	FD BBQ Cooker Registration Fees	6,650.00	6,700.00	0.00	6,700.00	0.00	0.00 %
100-404-45003	FD Carnival	20,000.00	20,796.00	0.00	20,796.43	0.43	100.00 %
100-404-45004	FD Parade Registration Fees	0.00	1,960.00	0.00	1,960.00	0.00	0.00 %
100-404-45005	FD Sponsorships	120,000.00	121,300.00	0.00	120,069.00	-1,231.00	1.01 %
100-404-45006	FD Parking Fees	0.00	1,447.00	0.00	1,446.65	-0.35	0.02 %
100-404-45007	FD Electric Fees	3,300.00	3,210.00	0.00	3,210.00	0.00	0.00 %
	Department: 404 - Founders Day Total:	**173,712.50**	**180,239.50**	**-1,162.50**	**182,358.26**	**2,118.76**	**1.18%**
	Revenue Total:	**173,712.50**	**180,239.50**	**-1,162.50**	**182,358.26**	**2,118.76**	**1.18%**
Expense							
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	19,200.00	21,100.00	0.00	21,100.00	0.00	0.00 %
100-404-63038	FD Transportation	19,303.30	13,837.30	0.00	13,916.01	-78.71	-0.57 %
100-404-64016	FD Event Supplies	5,000.00	7,391.00	0.00	7,366.60	24.40	0.33 %
100-404-64017	FD Event Tent, Table, & Chairs	15,000.00	16,746.00	0.00	16,746.00	0.00	0.00 %
100-404-64018	FD Barricades	12,650.00	23,490.00	0.00	23,613.50	-123.50	-0.53 %
100-404-65007	Portable Toilets	10,500.00	12,198.00	0.00	24,396.00	-12,198.00	-100.00 %
100-404-65016	FD Electricity	30,000.00	24,421.00	0.00	25,790.59	-1,369.59	-5.61 %
100-404-66008	FD Parade	0.00	78.00	0.00	77.94	0.06	0.08 %
100-404-66009	FD Publicity	3,450.00	2,652.00	0.00	2,580.02	71.98	2.71 %
100-404-66010	Events, Entertainment & Activities	26,000.00	27,650.00	0.00	27,650.00	0.00	0.00 %
100-404-66012	FD Sponsorship	9,800.00	2,226.00	0.00	2,225.79	0.21	0.01 %
100-404-68005	FD Security	46,837.00	45,178.00	0.00	45,178.26	-0.26	0.00 %
100-404-68006	FD Health, Safety & Lighting	20,861.50	28,543.50	0.00	28,543.50	0.00	0.00 %
100-404-70002	FD Contingencies	5,000.00	6,500.00	0.00	3,250.00	3,250.00	50.00 %
	Department: 404 - Founders Day Total:	**223,601.80**	**232,010.80**	**0.00**	**242,434.21**	**-10,423.41**	**-4.49%**
	Expense Total:	**223,601.80**	**232,010.80**	**0.00**	**242,434.21**	**-10,423.41**	**-4.49%**
	Fund: 100 - General Fund Surplus (Deficit):	**-49,889.30**	**-51,771.30**	**-1,162.50**	**-60,075.95**	**-8,304.65**	**-16.04%**
	Report Surplus (Deficit):	**-49,889.30**	**-51,771.30**	**-1,162.50**	**-60,075.95**	**-8,304.65**	**-16.04%**

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
404 - Founders Day	173,712.50	180,239.50	-1,162.50	182,358.26	2,118.76	1.18%
Revenue Total:	**173,712.50**	**180,239.50**	**-1,162.50**	**182,358.26**	**2,118.76**	**1.18%**
Expense						
404 - Founders Day	223,601.80	232,010.80	0.00	242,434.21	-10,423.41	-4.49%
Expense Total:	**223,601.80**	**232,010.80**	**0.00**	**242,434.21**	**-10,423.41**	**-4.49%**
Fund: 100 - General Fund Surplus (Deficit):	**-49,889.30**	**-51,771.30**	**-1,162.50**	**-60,075.95**	**-8,304.65**	**-16.04%**
Report Surplus (Deficit):	**-49,889.30**	**-51,771.30**	**-1,162.50**	**-60,075.95**	**-8,304.65**	**-16.04%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-49,889.30	-51,771.30	-1,162.50	-60,075.95	-8,304.65
Report Surplus (Deficit):	**-49,889.30**	**-51,771.30**	**-1,162.50**	**-60,075.95**	**-8,304.65**

City of Dripping Springs, TX

Budget Report
Account Summary

For Fiscal: FY 2026-2027 Period Ending: 09/30/2027

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 404 - Founders Day							
100-404-43012	FD Facility Rental	21,000.00	21,000.00	0.00	0.00	-21,000.00	100.00 %
100-404-45000	FD Craft/Business Booths	14,725.00	14,725.00	0.00	0.00	-14,725.00	100.00 %
100-404-45001	FD Food Booths	1,612.50	1,612.50	0.00	0.00	-1,612.50	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	6,700.00	6,700.00	0.00	0.00	-6,700.00	100.00 %
100-404-45003	FD Carnival	22,796.00	22,796.00	0.00	0.00	-22,796.00	100.00 %
100-404-45005	FD Sponsorships	122,200.00	122,200.00	0.00	0.00	-122,200.00	100.00 %
100-404-45006	FD Parking Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	0.00	0.00	-3,300.00	100.00 %
100-404-45008	FD Miscellaneous Income	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
	Department: 404 - Founders Day Total:	**199,333.50**	**199,333.50**	**0.00**	**0.00**	**-199,333.50**	**100.00%**
	Revenue Total:	**199,333.50**	**199,333.50**	**0.00**	**0.00**	**-199,333.50**	**100.00%**
Expense							
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00 %
100-404-63038	FD Transportation	14,800.00	14,800.00	0.00	0.00	14,800.00	100.00 %
100-404-64016	FD Event Supplies	1,330.00	1,330.00	0.00	0.00	1,330.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	30,500.00	30,500.00	0.00	0.00	30,500.00	100.00 %
100-404-64018	FD Barricades	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00 %
100-404-65007	Portable Toilets	19,674.00	19,674.00	0.00	0.00	19,674.00	100.00 %
100-404-65016	FD Electricity	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-404-66009	FD Publicity	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-404-66010	Events, Entertainment & Activities	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00 %
100-404-66012	FD Sponsorship	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-404-68005	FD Security	46,954.00	46,954.00	0.00	0.00	46,954.00	100.00 %
100-404-68006	FD Health, Safety & Lighting	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-404-70003	Other Expenses	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
	Department: 404 - Founders Day Total:	**223,258.00**	**223,258.00**	**0.00**	**0.00**	**223,258.00**	**100.00%**
	Expense Total:	**223,258.00**	**223,258.00**	**0.00**	**0.00**	**223,258.00**	**100.00%**
	Fund: 100 - General Fund Surplus (Deficit):	**-23,924.50**	**-23,924.50**	**0.00**	**0.00**	**23,924.50**	**100.00%**
	Report Surplus (Deficit):	**-23,924.50**	**-23,924.50**	**0.00**	**0.00**	**23,924.50**	**100.00%**

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
404 - Founders Day	199,333.50	199,333.50	0.00	0.00	-199,333.50	100.00%
Revenue Total:	**199,333.50**	**199,333.50**	**0.00**	**0.00**	**-199,333.50**	**100.00%**
Expense						
404 - Founders Day	223,258.00	223,258.00	0.00	0.00	223,258.00	100.00%
Expense Total:	**223,258.00**	**223,258.00**	**0.00**	**0.00**	**223,258.00**	**100.00%**
Fund: 100 - General Fund Surplus (Deficit):	**-23,924.50**	**-23,924.50**	**0.00**	**0.00**	**23,924.50**	**100.00%**
Report Surplus (Deficit):	**-23,924.50**	**-23,924.50**	**0.00**	**0.00**	**23,924.50**	**100.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-23,924.50	-23,924.50	0.00	0.00	23,924.50
Report Surplus (Deficit):	**-23,924.50**	**-23,924.50**	**0.00**	**0.00**	**23,924.50**

STAFF REPORT

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

Submitted By: Aniz Alani, City Attorney

Council Meeting Date: September 15, 2026

Agenda Item Wording: Discussion and possible action regarding the proposed Founders Day Festival Official Participant Expression Ordinance and direction to staff concerning political campaign activity in the Festival's official program.

Agenda Item Sponsor: *Council Member Sherrie Parks*

A. Recommended Action

Discuss the proposed ordinance and provide direction on whether staff should bring an ordinance back for adoption, and, if so, whether the Council wants the proposed distinction between official Festival participation and speech in areas open to the general public.

B. Background and committee discussion

At its April 7, 2026 meeting, City Council approved a policy governing political candidate and political party participation, signage, and speech activities during the 2026 Founders Day Festival. City Council specifically reserved for future consideration a policy to address subsequent festivals and events.

Following the 2026 Founders Day Festival, the Founders Day Committee endorsed a broad policy direction against political expression at future Festivals. Staff then prepared a draft ordinance for committee review on August 24, 2026.

The draft proposes to regulate political campaign activity through official or registered participant roles and City-controlled Festival program elements. The committee discussed that narrower approach, including parade entries, vendor and cook-off booths, sponsor recognition, and the distinction between an elected official's factual identification and an appeal for votes. The committee requested feedback from City Council on its preferred approach and scope of a forward-looking policy before making a formal recommendation.

C. Proposed ordinance

The attached draft would add Article 16.05 to Chapter 16 of the Code of Ordinances. It prohibits use of City-controlled official Festival program elements for defined "Political Campaign Activity", including express advocacy concerning an identified candidate, political party, political committee, or ballot measure.

Covered elements include assigned booths and tables, parade entries and positions, stage access, sponsor space, and official Festival communications. Factual references to an officeholder or governmental matter that do not expressly support or oppose an election or ballot measure are excluded from the defined activity. Speech in general public areas is outside the ordinance's scope, subject to other applicable law and neutral Festival rules.

D. Points for Council direction

1. Scope

Does Council favor limiting the restriction to City-controlled participant opportunities, rather than attempting to regulate political expression throughout the Festival? The committee discussed the practical distinction between campaign material used in an assigned booth or parade entry and a sign or shirt displayed by someone walking in a public area.

2. Officeholders and official roles

Should the draft continue to permit factual identification of an officeholder participating in an official capacity, while barring campaign appeals through an official Festival opportunity? Members discussed how this would work for elected officials and first responders in the parade.

3. Administration during the event

Does Council want additional direction for correcting a violation at parade lineup or at a booth, including how written notice and a post-event appeal will function when immediate correction is necessary? The draft provides notice and an opportunity to cure when practicable, written decisions, and an administrative appeal.

E. Fiscal impact

No fiscal estimate or specific new expenditure was identified in the materials reviewed for this item.

F. Staff recommendation

Provide Council direction on the scope and administration of the proposed ordinance and direct staff to return with a final version if Council wishes to proceed.

G. Attachments

- Draft Ordinance
- Staff report to Founders Day Committee

City of Dripping Springs

Founders Day Festival Official Participant Expression Ordinance

Ordinance No. 2026-##

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, ADOPTING A FOUNDERS DAY FESTIVAL OFFICIAL PARTICIPANT EXPRESSION POLICY; ESTABLISHING RULES GOVERNING THE USE OF CITY-CONTROLLED OFFICIAL FESTIVAL PROGRAM ELEMENTS BY OFFICIAL AND REGISTERED PARTICIPANTS; PROHIBITING POLITICAL CAMPAIGN ACTIVITY WHEN USING A CITY-CONTROLLED OFFICIAL FESTIVAL PROGRAM ELEMENT OR PARTICIPATING IN AN OFFICIAL OR REGISTERED PARTICIPANT CAPACITY; PROVIDING FOR ADMINISTRATION, ENFORCEMENT, APPEAL, SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Dripping Springs conducts and authorizes the Founders Day Festival and related parade activities as civic, commemorative, and community events; and

WHEREAS, the City Council finds that the official Festival program, including registered participant roles and City-controlled official Festival program elements, is intended to present and facilitate a civic and family-oriented event experience in a safe, orderly, and evenhanded manner; and

WHEREAS, the City Council further finds that certain persons and entities are granted access to Festival roles, placements, and communication opportunities that the general public does not possess, including but not limited to vendor booths, parade entries, stage time, announcer recognition, sponsor presentation, performer slots, and other official or registered participant positions; and

WHEREAS, the City Council further finds that use of those City-conferred roles and City-controlled official Festival program elements for political campaign activity may reasonably be perceived as carrying a degree of official access, City facilitation, or City-controlled amplification not available to ordinary members of the public; and

WHEREAS, the City Council desires to preserve the Founders Day Festival's civic, historical, cultural, and family-oriented character, reduce disruption, avoid the appearance of City sponsorship or endorsement of partisan or campaign-related advocacy, and establish clear and objective participation conditions for official and registered participants; and

WHEREAS, the City Council intends by this ordinance to regulate only the use of City-conferred official and registered participant roles and City-controlled official Festival program elements, and not to prohibit lawful speech by persons attending the Festival as members of the general public, subject to otherwise applicable law; and

WHEREAS, the City Council further intends that this ordinance be interpreted and applied only to the extent necessary to protect the City's official Festival program and City-controlled official Festival program elements, and not to regulate private political speech occurring in areas open to the general public; and

WHEREAS, the City Council intends this ordinance to be administered consistent with applicable constitutional principles, including principles reflected in *Pleasant Grove City v. Summum*, *Walker v. Texas Division, Sons of Confederate Veterans, Inc.*, *Cornelius v. NAACP Legal Defense & Educational Fund, Inc.*, and *Perry Education Association v. Perry Local Educators' Association*;

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 if expressly set forth herein.

2. **Enactment.** Chapter 16 is amended to add Article 16.05 to read in accordance with "Exhibit A", which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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

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

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

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

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

PASSED & APPROVED this, the ___ day of XXX, _____, 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:

_____

Diana Boone, City Secretary

Exhibit "A"

CHAPTER 16. PUBLIC WAYS AND PLACES

Article 16.05. - Founders Day Festival Official Participant Expression

Section 16.05.001. Title.

This ordinance may be cited as the "Founders Day Festival Official Participant Expression Ordinance."

Section 16.05.002. Purpose.

The purpose of this ordinance is to establish participation conditions governing the use of City-controlled official Festival program elements by persons acting in an official or registered participant capacity during the Founders Day Festival and related parade activities, in order to preserve the Festival's civic and family-oriented program, avoid misuse of City-conferred platforms for campaign purposes, and provide clear, objective, and evenhanded rules for administration and enforcement.

Section 16.05.003. Applicability.

(a) This ordinance applies only to persons or entities participating in the Founders Day Festival or related parade activities in an official or registered participant capacity, and only to their use of City-controlled official Festival program elements made available through City approval, registration, invitation, permit, contract, sponsorship, license, assignment, or other City-authorized participation mechanism.

(b) This ordinance does not apply to a person attending the Festival solely as a member of the general public and not using a City-controlled official Festival program element or official/registered participant role.

Section 16.05.004. Definitions.

For purposes of this ordinance:

City-controlled official Festival program elements means any booth, table, tent, display space, parade entry, parade lineup position, float placement, stage, microphone, announcer script or recognition, performance slot, exhibitor space, sponsor space, official Festival publication, official Festival map, official Festival listing, City-managed audiovisual channel, City-branded location, or other placement, access point, or communication channel made available by or through the City or the City's authorized Festival administrator for use by an official or registered participant in a manner not available to the general public.

Festival means the Founders Day Festival and related parade activities conducted, sponsored, authorized, or administered by or on behalf of the City.

General public area means an area open to members of the public that is not reserved, assigned, licensed, permitted, or designated for use by official or registered participants.

Official or registered participant means any person or entity that, by application, invitation, permit, contract, sponsorship, vendor approval, exhibitor approval, performer approval, parade registration, speaking slot, volunteer assignment, official designation, or other City-authorized mechanism, is granted access to participate in the official Festival program in a manner not available to the general public.

Official Festival program means the organized and City-authorized set of Festival activities, placements, performances, entries, booths, recognitions, exhibits, and related communications presented through official or registered participant roles and City-controlled official Festival program elements.

Political Campaign Activity means conduct that expressly supports or opposes the election or defeat of an identified candidate for elective office, political party, political committee, or ballot measure, including:

(1) displaying or distributing campaign literature, signs, banners, placards, or similar campaign materials;

(2) soliciting votes, campaign support, campaign contributions, campaign pledges, or campaign contact information for that purpose; or

(3) making an announcement, speech, introduction, endorsement, request, or appeal urging support for or opposition to an identified candidate for elective office, political party, political committee, or ballot measure.

Political campaign activity does not include a factual reference to a public office, officeholder, governmental entity, historical event, legislative proposal, executive action, or governmental position that does not expressly support or oppose the election or defeat of an identified candidate, political party, political committee, or ballot measure.

Section 16.05.005. Official Festival program status.

The official Festival program and City-controlled official Festival program element are City-curated and City-authorized program elements made available for limited Festival purposes. Participation in an official or registered participant capacity does not create a right to use a City-controlled official Festival program element for unrestricted private expression.

Section 16.05.006. Prohibited use of City-controlled official Festival program elements.

(a) A person or entity shall not use a City-Controlled official Festival program element to communicate political campaign activity.

(b) For purposes of this section, a person or entity uses a City-controlled official Festival program element to communicate political campaign activity when the political campaign activity is displayed, distributed, announced, performed, presented, or otherwise incorporated into an assigned booth, parade entry, stage appearance, official Festival listing, or other City-controlled official Festival program element.

(c) This section applies equally to advocacy supporting and advocacy opposing any identified candidate, political party, or ballot measure.

(d) The City shall enforce this section without regard to whether the Political Campaign Activity supports or opposes an identified candidate, political party, or ballot measure.

Section 16.05.007. Specific applications.

Without limiting Section 16.05.006, the following conduct is prohibited when undertaken in an official or registered participant capacity or through a City-controlled official Festival program element:

(1) use of a vendor booth, exhibitor booth, sponsor booth, or assigned table space for political campaign activity;

(2) use of a parade entry, float, vehicle, walking group, banner, signs, costumes, handouts, or amplified sound as part of an official parade presentation for political campaign activity;

(3) use of a stage appearance, performance slot, announcement, introduction, emcee function, or microphone access for political campaign activity;

(4) use of official Festival recognition, sponsor acknowledgment, listing, map placement, or program description to communicate political campaign activity; and

(5) use of a City title, City role, City-provided access, or official Festival status in a manner that states or implies City sponsorship or endorsement of a candidate, political party, ballot measure, or campaign.

Section 16.05.008. General public speech unaffected.

(a) Nothing in this ordinance prohibits lawful speech by any person, including an official or registered participant acting outside that capacity, in a general public area, subject only to otherwise applicable laws and content-neutral rules governing safety, pedestrian access, congestion, noise, scheduling, and non-disruption.

(b) Nothing in this ordinance authorizes any person to interfere with Festival operations, obstruct access, trespass into restricted areas, disrupt official presentations, or violate otherwise applicable law.

Section 16.05.009. Administration.

(a) The City Administrator, Parks & Community Services Director, Parks & Community Services Assistant Director, Community Events Coordinator, or their designees may administer and enforce this ordinance in consultation with the City Attorney and may issue reasonable written procedures and application materials consistent with it.

(b) All participation approvals, denials, limitations, suspensions, revocations, relocations, and conditions imposed under this ordinance shall be based on written standards and applied in an evenhanded manner.

Section 16.05.010. Notice, opportunity to cure, and appeal.

(a) Except where immediate action is reasonably necessary to protect safety, prevent substantial disruption, or preserve orderly Festival administration, the City should provide notice of an alleged violation and a reasonable opportunity to cure before revoking participation or removing a person or entity from a City-controlled official Festival program element.

(b) A denial, suspension, revocation, removal, or conditioning of participation under this ordinance shall be communicated in writing and shall briefly identify the conduct or material forming the basis for the decision.

(c) A person or entity affected by a decision under this ordinance may submit a written administrative appeal within five business days after notice of the decision, or within a shorter period stated in written Festival procedures if necessary to accommodate Festival scheduling.

(d) The appeal shall be decided promptly by the City Administrator or designee, in consultation with the City Attorney, and the City shall provide a brief written decision.

Section 16.05.011. No vested right.

The official Festival program and City-controlled official Festival program elements are City-curated and City-authorized program elements made available for limited Festival purposes. Approval to participate in the Festival does not create a vested right, continuing entitlement, or expectation of approval for any future Festival year.

Section 16.05.012. Construction.

(a) This ordinance shall be construed narrowly to regulate only the use of City-conferred official and registered participant roles and City-controlled official Festival program elements.

(b) This ordinance shall not be construed to prohibit lawful private speech by members of the public in areas open to the public, nor to authorize viewpoint discrimination in the administration of otherwise applicable Festival rules.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Aniz Alani, City Attorney

Committee Meeting Date: August 24, 2026

Agenda Item Wording: Review and recommendation to the City Council regarding an ordinance establishing the Founders Day Festival Official Participant Expression Ordinance.

Summary:

At its previous meeting, the Founders Day Committee unanimously endorsed a policy to prohibit all political expression at future Founders Day Festivals. The proposed ordinance advances that policy direction by prohibiting Political Campaign Activity through City-Controlled Official Festival Program Elements.

The proposed ordinance establishes clear participation conditions for the use of City-Controlled Official Festival Program Elements during the Founders Day Festival and related parade activities. The ordinance is intended to preserve the Festival's civic, historical, cultural, and family-oriented program; promote safe, orderly, and evenhanded administration; and prevent the use of City-controlled program elements for Political Campaign Activity.

The ordinance is narrowly directed to the City's official Festival program and to program elements that the City selects, assigns, schedules, or administers, such as designated vendor and exhibitor spaces, registered parade entries and lineup positions, stage and microphone access, official acknowledgments, and official Festival publications. It does not prohibit lawful speech by members of the general public in areas open to the public, subject to otherwise applicable law and content-neutral Festival rules.

Background

The City conducts the Founders Day Festival and related parade activities as civic, commemorative, and community events. The Festival includes an organized official program that may provide approved participants with access to designated booths, parade entries, lineup positions, stage and microphone opportunities, official recognitions, sponsor presentations, performer slots, and official Festival communications.

The proposed ordinance is intentionally narrower than a Festival-wide prohibition on all political expression. It preserves the Committee's objective of maintaining a civic, historical, cultural, and family-oriented official Festival program while limiting the regulation to the City-controlled program

elements through which the City provides official access, placement, or amplification. Lawful speech by Festival attendees in General Public Areas remains outside the ordinance's scope, subject to otherwise applicable law and content-neutral Festival rules.

Those City-controlled opportunities are distinct from areas generally available to Festival attendees. The ordinance provides a uniform framework for their administration and makes clear that participation in the official Festival program does not create an unrestricted right to use a City-controlled program element for Political Campaign Activity.

Proposed Ordinance

The proposed ordinance would add Article 16.05, Founders Day Festival Official Participant Expression to the Code of Ordinances. Key provisions include:

- **Purpose and scope.** The ordinance applies to Official or Registered Participants only when they use a City-Controlled Official Festival Program Element.
- **Defined program elements.** The ordinance identifies the City-controlled placements, access points, and communication channels to which the policy applies.
- **Political Campaign Activity.** The ordinance prohibits use of a City-Controlled Official Festival Program Element to communicate Political Campaign Activity. The policy is directed to electoral campaign advocacy and is not intended to restrict lawful general-public speech or ordinary discussion of governmental matters outside the City-controlled program element.
- **Neutral administration.** The City must administer the ordinance without regard to whether campaign activity supports or opposes a candidate, political party, political committee, or ballot measure.
- **General-public speech preserved.** The ordinance does not apply to a person attending the Festival solely as a member of the general public and not using a City-Controlled Official Festival Program Element or Official or Registered Participant role.
- **Administration and due process.** The ordinance authorizes designated City staff to administer the policy and provides for written standards, notice of an alleged violation, an opportunity to cure when practicable, written decisions, and an administrative appeal.
- **No continuing entitlement.** Approval for one Festival does not create a vested right or expectation of approval for a future Festival.

Attachments: Draft Ordinance

STAFF REPORT

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

Submitted By: Aniz Alani, City Attorney

Council Meeting Date: October 6, 2026

Agenda Item Wording: Discussion and possible action regarding an ordinance amending Article 2.02, Ethics, of the City of Dripping Springs Code of Ordinances to address disclosure of covered relationships, participation in matters presenting local conflicts, procedures for obtaining legal guidance, and related administration.

A. Recommended Action

Discuss the proposed ordinance and provide direction on the scope of the local disclosure and nonparticipation rules. If Council wishes to proceed to adoption, direct staff to return a clean final ordinance incorporating Council's direction and resolving the exhibit and enactment language.

B. Summary

Article 2.02 establishes standards of conduct and disclosure for City officials. The proposed ordinance would add procedures for City Council and members of City boards, commissions, and committees to identify and address relationships connected to matters before them. It preserves state-law requirements while proposing separate local standards for covered relationships and local conflicting interests.

The draft also addresses questions first identified during a meeting, records of disclosure and recusal, good-faith reliance on authorized legal guidance, forms, training, and vendor contacts.

C. What the ordinance would do

1. Extend the local review process to City bodies

The proposed definition of "member" includes the mayor, council members, and regular, alternate, and ex officio members of City boards, commissions, committees, task forces, and other City bodies. The proposed rules address matters brought before those bodies for briefing, recommendation, decision, or vote—not just final Council action.

2. **Identify relationships for review**

The draft identifies family and household ties, outside employment and clients, specified financial interests, leadership or representative roles in organizations, and certain prospective business relationships as potentially covered relationships. A covered relationship is not automatically disqualifying. Its significance depends on the pending matter and whether the relationship is specially affected or presents competing duties; the draft also excludes some broad, shared, remote, and speculative interests from local conflict treatment.

3. **Separate disclosure from recusal**

The draft encourages disclosure when a relationship could reasonably raise an appearance concern, but says that disclosure alone does not require a member to abstain. A local conflicting interest would generally require nonparticipation. This distinction is important: an explanation on the record can improve transparency without necessarily depriving a City body of a member's participation.

4. **Provide a meeting-time procedure**

Members are encouraged to review agendas and raise possible issues in advance. If an issue first comes to light after an item is called, the draft directs the member to disclose it, pause participation, seek guidance if available, and make any required filing. The presiding officer may recess, pass, or defer an item to allow review. The draft also addresses questions arising in a closed meeting and calls for an appropriate record of disclosure, abstention, recusal, or return to participation without describing privileged advice in the minutes.

5. **Address legal guidance and administration**

The proposed safe harbor protects a member from local sanctions under this article when the member fully discloses material facts, obtains advice from authorized City counsel, and reasonably acts in accordance with it. The draft expressly states that this local protection does not waive state law. It also authorizes City Secretary forms, permits Council to establish annual or periodic disclosures by later resolution or policy, and contemplates training and plain-language public guidance; it does not itself require annual filing.

D. Legal and Administrative Considerations

Texas law requires an affidavit and abstention when the statutory conditions for a substantial interest are met; it also provides a limited majority exception. Chapter 171 expressly preserves municipal ordinances defining and prohibiting conflicts, while a Type A general-law municipality's ordinances must not be inconsistent with state law. The proposed local standards have been reviewed against those limits. Tex. Loc. Gov't Code § 171.004; § 171.007; § 51.012.

E. Implementation and fiscal impact

City staff would need to develop practical forms and guidance, provide or arrange training, and establish a consistent method for recording disclosures and recusals. The draft does not supply an implementation budget or quantify staff time. Actual workload will depend on the scope of the final disclosure triggers, how often questions require legal review, and whether Council later adopts annual filing requirements.

F. Attachments

Draft ordinance

City of Dripping Springs

Ethics Ordinance

ORDINANCE No. 2026-##

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING ARTICLE 2.02, ETHICS, OF THE CITY CODE OF ORDINANCES; INCORPORATING RELEVANT TEN TEXAS TRAITS OF GOOD GOVERNMENT INTO LOCAL ETHICS AND CONFLICT-OF-INTEREST PROCEDURES; ENHANCING DISCLOSURE, ABSTENTION, RECUSAL, ATTORNEY-GUIDANCE, AND SAFE-HARBOR PROTOCOLS FOR CITY COUNCIL MEMBERS AND MEMBERS OF CITY BOARDS, COMMISSIONS, COMMITTEES, AND OTHER CITY BODIES; PROVIDING FOR CUMULATIVE EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dripping Springs, Texas is a Type A general-law municipality; and

WHEREAS, the City Council finds that public confidence in municipal government depends not only on compliance with minimum state-law conflict rules, but also on transparent, consistent, and practical local procedures for identifying and addressing relationships that may create an appearance of partiality or divided loyalty; and

WHEREAS, the City's current ethics ordinance declares that proper democratic government requires City officials to be independent, impartial, responsible to the people, and committed to avoiding the use of public office for personal gain; and

WHEREAS, the City Council desires to supplement, and not replace, the requirements of Texas Local Government Code Chapters 171, 176, and 212, Texas Government Code Chapter 573, the Texas Penal Code, the Texas Open Meetings Act, and other applicable state law; and

WHEREAS, the City Council finds that the Ten Texas Traits of Good Government provide useful principles for local ethics administration, including respectful treatment of public concerns, responsiveness to public inquiries, transparency in decision-making, competence through training, ethical avoidance of conflicts and appearances of impropriety, lawful exercise of authority, innovative practical procedures, economical use of public resources, and accountability for official conduct; and

WHEREAS, the City Council recognizes that a member may not know that a possible conflict exists until an agenda item is called, staff or applicant presentations are made, public testimony is received, or deliberations begin; and

WHEREAS, the City Council finds that City officials should be encouraged to promptly disclose potential conflicts, seek legal guidance, and rely in good faith on advice from the City Attorney or other authorized legal counsel; and

WHEREAS, the City Council finds that this Ordinance is necessary and proper for the government, interest, welfare, and good order of the City.

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 if expressly set forth herein.

2. ENACTMENT

Article 2.02 ("Ethics") is amended to read in accordance with "**Exhibit B",** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text in **"Exhibit "A"** shall be added to Article 2.02 and any text that is struck through shall be removed.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the ___ day of XXX, _____, 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:

_____
Diana Boone, City Secretary

Exhibit "A"

City of Dripping Springs

CODE OF ORDINANCES

CHAPTER 2. ADMINISTRATION AND PERSONNEL

ARTICLE 02.02

DIVISION 1. GENERALLY

Sec. 2.02.001. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this article. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association.

Affected entity means a business entity, nonprofit corporation, unincorporated association, partnership, limited liability company, trust, governmental or quasi-governmental entity, or other organization whose application, contract, funding, permit, entitlement, enforcement matter, appointment, policy position, or other identifiable interest is the subject of, or is likely to be specially affected by, official action.

Authorized legal counsel means the City Attorney, an assistant or deputy city attorney, special counsel retained or authorized by the City, or other attorney expressly authorized by the City Council, City Administrator, or City Attorney to provide legal advice to the City or to a City body or City official regarding a conflict-of-interest question.

Business entity: Any corporation, partnership, sole proprietorship, firm, holding company, joint stock company, receivership, trust, or any other entity recognized by law.

City body means the City Council and any City board, commission, committee, task force, corporation board, or other body created or appointed by the City Council or under City ordinance, including without limitation the Planning and Zoning Commission, Board of Adjustment, and any advisory or recommending body.

City contractor: Any person and entity that is engaged by the city to provide professional services and receives compensation therefor.

City official: The mayor, any member of the city council, or another officer, whether elected, appointed, paid, or unpaid, of the city who exercises responsibilities beyond those that are advisory in nature.

Compensation: Any economic benefit received in return for labor, services, property, or investment.

Covered relationship means a relationship, role, duty, financial interest, or affiliation described in Section 2.02.003(c). A covered relationship is not automatically a disqualifying conflict, but it may require disclosure and may become a local conflicting interest when connected to a pending matter.

Deliberation means discussion, debate, questioning, recommendation, direction, motion, second, vote, decision, or other participation in official action by a member of a City body. The term includes participation from the dais or meeting table and participation in executive session.

Economic benefit: Any money, real or personal property, purchase, sale, lease, contract, option, credit, loan, discount, service, or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

Gift: A favor, hospitality, or economic benefit other than compensation, but which does not include campaign contributions reported as required by state law, gifts received from a relative if given on account if kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.

Income: Economic benefit received.

Intentionally: A person acts intentionally, or with intent, with respect to the nature of his/her conduct or to a result of his/her conduct or to a result of his/her conduct [sic] when it is his/her conscious objective or desire to engage in the conduct or cause the result.

Knowingly: A person acts knowingly, or with knowledge, with respect to the nature of his/her conduct or to circumstances surrounding his/her conduct when he/she is aware of the nature of his/her conduct so [or] that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his/her conduct when he/she is aware that his/her conduct is reasonably certain to cause the result.

Local conflicting interest means a covered relationship that is reasonably likely to be specially, distinctly, or nonremotely affected by a pending matter, or that authorized legal counsel determines requires nonparticipation to comply with this article, state law, or the City's good-government principles.

Member means a member of a City body, including the mayor, a council member, and a regular, alternate, or ex officio member of a City board, commission, committee, task force, or other City body.

Pending matter means an agenda item, application, contract, purchase, sale, lease, license, permit, plat, zoning matter, variance, special exception, appeal, enforcement matter, funding request, appointment, policy decision, or other matter that is pending before a City body for briefing, discussion, deliberation, recommendation, decision, or vote.

Potential conflict means a substantial interest, covered relationship, appearance concern, or other circumstance that may require disclosure, abstention, recusal, or legal guidance under this article or state law.

Recusal means a member's withdrawal from deliberation on a pending matter because of a substantial interest under state law, a local conflicting interest under this article, or advice from authorized legal counsel.

Substantial interest:

(1) A person has a substantial interest in a business entity if:

(A) The person owns ten percent or more of the voting stock or shares of the business entity or owns either ten percent or more or $15,000.00 or more of the fair market value of the business entity; or

(B) Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.

(2) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500.00 or more.

(3) A city official is considered to have a substantial interest under this section if a person related to the city official in the first degree by consanguinity or affinity, as determined under chapter 573, Government Code, has a substantial interest under this section.

Sec. 2.02.002. Standards of conduct and disclosure of interest.

(a) Policy.

(1) It is the policy of the city that the proper operation of democratic government requires that city officials be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for city officials is adopted.

(2) This code has four purposes:

(A) To encourage high ethical standards in official conduct by city officials;

(B) To establish guidelines for ethical standards of conduct for all such city officials by setting forth those acts or actions that are incompatible with the best interests of the city;

(C) To require disclosure by such city officials of private financial or other interests in matters affecting the city; and

(D) To serve as a basis for disciplining those who fail to abide by its terms.

(3) Notwithstanding anything contained in this article to the contrary, the provisions of this article shall not apply to political contributions, loans, expenditures, reports, or regulation of political campaigns, or the conduct of candidates in such campaigns, except as expressly provided herein.

(b) Standards of conduct.

(1) Grounds for removal from office. A city official may be removed from office for:

(A) Official misconduct; or

(B) The conviction of any felony or for a misdemeanor involving official misconduct.

(2) Gifts. No city official shall intentionally or knowingly offer, confer, or agree to confer on another, or solicit, accept, or agree to accept from another:

(A) Any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a city official; or

(B) Any benefit as consideration for a violation of a duty imposed by law on a city official.

(3) Conflicts, disclosure, abstention, and recusal~~Abstention from voting~~.

(A) **State-law substantial interests.** If a city official has a substantial interest in a business entity or in real property, the city official shall comply with Texas Local Government Code Chapter 171, including the filing of any required affidavit~~file,~~ before a vote or decision ~~on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest~~ and ~~shall abstain~~abstaining from further participation ~~in the matter~~ when required by state law.~~if:~~

~~(i) In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or~~

~~(ii) In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.~~

~~(B) The affidavit must be filed with the secretary of the city.~~

~~(C) If a city official is required to file and does file an affidavit under subsection (A), the city official is not required to abstain from further participation in the matter requiring the affidavit if a majority of the members of the governmental entity of which the city official is a member is composed of persons who are likewise required to file and who do file affidavits of similar interests on the same official action.~~

(B) **Local conflicting interests.** In addition to the requirements of state law, a member shall comply with Section 2.02.003 when the member has a covered relationship, local conflicting interest, or potential conflict in a pending matter.

(C) **Disclosure does not always require recusal.** A disclosure made to promote transparency, address an appearance concern, or seek legal guidance does not, by itself, require abstention or recusal unless required by state law, this article, or advice of authorized legal counsel.

(D) **No limitation on state law.** Nothing in this article limits, waives, narrows, or replaces any requirement imposed by Texas Local Government Code Chapters 171, 176, or 212, Texas Government Code Chapter 573, the Texas Penal Code, the Texas Open Meetings Act, or any other applicable law.

(E) **Majority exception preserved only where legally available.** A member may rely on any state-law exception allowing participation when a majority of the body has similar conflicts only to the extent the exception is available under applicable state law. Unless authorized legal counsel advises otherwise, a member with a local conflicting interest should disclose the interest and abstain from deliberation.

(4) Good-government principles. This article shall be interpreted and administered to promote the following local good-government principles:

(A) **Respectful governance**, by treating public concerns regarding conflicts, appearances of impropriety, and official impartiality with fairness, courtesy, and professionalism;

(B) **Responsive governance**, by providing practical procedures for timely review of conflict questions raised by officials, staff, applicants, or members of the public;

(C) **Transparent governance**, by requiring disclosures, records, and meeting procedures that allow the public to understand when a member participates, abstains, or recuses;

(D) **Competent governance**, by encouraging training, pre-meeting review, and consultation with authorized legal counsel;

(E) **Ethical governance**, by placing the public good above self-interest, restraining self-dealing, preventing corruption, and avoiding both actual conflicts and reasonably perceived appearances of impropriety;

(F) **Lawful governance**, by preserving state law as the mandatory minimum and ensuring that local procedures are cumulative of and not inconsistent with applicable law;

(G) **Innovative governance**, by establishing workable procedures for conflict questions that arise before, during, or after deliberation begins;

(H) **Economical governance**, by using standardized forms, training, and predictable procedures to reduce uncertainty, delay, and avoidable disputes; and

(I) **Accountable governance**, by documenting disclosures, abstentions, recusals, and reliance on legal guidance.

(45) General provisions.

(A) No city official shall, in reliance on information to which he/she has access by virtue of his/her office or employment and that has not been made public, acquire or aid another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information, or speculate or aid another to speculate on the basis of the information.

(B) No city official shall, with intent to obtain a benefit or with intent to harm or defraud another, disclose or use information for a nongovernmental purpose that he/she has access to by means of his/her office or employment, and has not been made public.

(C) No city official shall, with intent to obtain a benefit or with intent to harm or defraud another, intentionally or knowingly misuse government property, services or personnel, or any other thing of value belonging to the government that has come into the public servant's custody or possession by virtue of the public servant's office of employment.

(D) Any city official who has a legal or equitable interest in property that is to be acquired with public funds shall file an affidavit within ten days before the date on which the property is to be acquired by purchase or condemnation. The affidavit must:

(i) State the name of the city official;

(ii) State the city official's office, public title, or job designation;

(iii) Fully describe the property;

(iv) Fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest;

(v) State the date when the person acquired an interest in the property;

(vi) Include a verification; and

(vii) Contain an acknowledgement of the same type required for recording a deed in the deed records of the county.

(E) Any city contractor that has a substantial interest in a business entity, or represents a person or business entity that has any pending applications with the city, shall file a notice with the city secretary stating such interest or representation at least two weeks prior to the date of any consideration of such application by the appropriate body of the city. If such body desires such city contractor to continue to advise such body regarding such application, a written acknowledgement and waiver shall be executed by the presiding officer of such body.

Sec. 2.02.003. Covered relationships and local conflicting interests.

(a) Purpose. This section establishes a local, supplemental process for disclosing and addressing relationships that may affect, or may reasonably appear to affect, a member's impartiality. This section is intended to promote transparent, ethical, lawful, and accountable decision-making while preserving state law as the mandatory minimum.

(b) General rule. A member shall not knowingly deliberate on a pending matter when the member has a local conflicting interest in the matter, unless participation is permitted by state law, this article, and advice from authorized legal counsel.

(c) Covered relationships. A member has a covered relationship when a pending matter is reasonably likely to have a direct, particularized effect on a person, entity, property, or relationship described below. A covered relationship warrants disclosure when material to the pending matter, but does not by itself require abstention or recusal. A general effect on an industry, organization, or broad class, or a person's incidental involvement in a matter, does not alone establish a covered relationship.

(1) the member;

(2) the member's spouse, parent, child, sibling, or other family member within the second degree of consanguinity or affinity;

(3) a member of the member's household;

(4) the member's outside employer, outside client, business partner, business associate, or source of professional referrals;

(5) a person or entity from whom the member, the member's spouse, or a member of the member's household received more than $5,000.00 in income, compensation, professional fees, commissions, payments for goods or services, referral benefits, or other economic benefit during the preceding twelve months;

(6) a business entity in which the member, the member's spouse, or a member of the member's household owns five percent or more of the voting stock, shares, membership interest, partnership interest, or equity interest;

(7) a business entity in which the member, the member's spouse, or a member of the member's household owns $5,000.00 or more of the fair market value of the entity;

(8) real property, other than the member's homestead when the matter affects the property only in the same manner as a broad class of similarly situated properties, in which the member, the member's spouse, or a member of the member's household has a legal or equitable ownership interest with a fair market value of $1,000.00 or more;

(9) a business entity, nonprofit corporation, unincorporated association, foundation, club, civic organization, chamber, advocacy organization, or other organization for which the member serves as an officer, director, trustee, governing-board member, executive committee member, or in a substantially similar fiduciary, leadership, or policy-making capacity, unless the member serves solely as an official City representative appointed by the City Council;

(10) a business entity, nonprofit corporation, unincorporated association, foundation, club, civic organization, chamber, advocacy organization, or other organization for which the member serves in an official, named capacity as a designated fundraiser, treasurer, spokesperson, or other public representative, if the pending matter directly concerns that organization and the member's role creates a reasonably identifiable loyalty concerning that matter; provided that this paragraph does not apply solely because of campaign activity subject to applicable campaign-finance law or service solely as an official City representative appointed by the City Council;

(11) a creditor, debtor, or guarantor relationship involving the member, the member's spouse, or a member of the member's household in the amount of $5,000.00 or more, excluding a home mortgage loan for the member's homestead or a market-rate personal vehicle loan or lease with a commercial lending institution entered into in the ordinary course of business;

(12) a person or entity with whom the member, the member's spouse, or a member of the member's household is negotiating for employment, independent contractor work, board service, consulting work, business opportunities, or another economic relationship, if the negotiations are pending or have not been clearly terminated;

(13) an affiliate, parent, subsidiary, partner, joint venturer, or closely related entity of an entity described in this subsection, when the member knows or reasonably should know of the relationship and the relationship is material to the pending matter; or

(14) any other relationship that the member believes, or that authorized legal counsel advises, may reasonably create an appearance of partiality, divided loyalty, or impropriety in connection with the pending matter.

(d) When a covered relationship becomes a local conflicting interest. A covered relationship becomes a local conflicting interest requiring nonparticipation when:

(1) the pending matter is reasonably likely to have a special, distinguishable, or nonremote effect on the person, entity, property, or relationship described in subsection (c);

(2) the member's fiduciary, employment, contractual, financial, fundraising, representational, or organizational loyalty to the person or entity is reasonably likely to compete with the member's duty to the public; or

(3) nonparticipation is otherwise required by applicable law or an express provision of this article.

(e) Authorized legal counsel may advise the member concerning the legal requirements described in paragraph (d); the advice does not independently create a new category of local conflicting interest.

(~~e~~f) Matters generally not treated as local conflicting interests**.** Unless state law, this article, or authorized legal counsel requires otherwise, a local conflicting interest does not include:

(1) an interest shared by the member in common with the general public or with a broad class of City residents, taxpayers, utility customers, voters, or property owners;

(2) the general effect of a broad policy matter on an industry, profession, or occupation in which the member participates, unless the matter is reasonably likely to specially affect the member, the member's employer, the member's client, or another covered relationship;

(3) ownership of an interest in a mutual fund, exchange-traded fund, pension fund, retirement plan, or other common investment vehicle, unless the member participates in managing the fund or the pending matter specifically concerns the fund or a material holding known to the member;

(4) service on an entity solely as an official City representative appointed by the City Council, provided that the member discloses that service when the entity appears before the City body and authorized legal counsel does not advise that recusal is required;~~; or~~

(5) a remote, speculative, or de minimis interest that authorized legal counsel determines does not require abstention or recusal; or

(6) participation on an advisory body in a seat expressly designated by the City for a stakeholder organization or category, solely by reason of the member's representation of that stakeholder, unless the member has a separate interest requiring abstention under state law or the matter would directly and particularly affect the member or the represented organization; in the latter case, the member shall disclose the relationship and seek guidance under Section 2.02.004.~~.~~

(~~f~~g) Appearance disclosures. A member is encouraged to disclose relationships or circumstances that could reasonably create an appearance concern even when the member does not believe recusal is required. Appearance disclosures advance transparency and accountability and do not automatically disqualify the member from participation.

Sec. 2.02.004. Procedures for identifying, disclosing, and addressing conflicts.

(a) Pre-meeting review encouraged. Each member is encouraged to review each posted agenda before the meeting and promptly notify the City Secretary and City Attorney if the member believes the member may

have a substantial interest, covered relationship, local conflicting interest, or potential conflict regarding a pending matter.

(b) Request for guidance. A member may request guidance from authorized legal counsel regarding whether disclosure, affidavit filing, abstention, recusal, or other action is required. The request should be made as early as reasonably practicable and should include all material facts known to the member.

(c) Disclosure before item is heard. If a member knows before a pending matter is called that the member has a substantial interest, covered relationship, local conflicting interest, or unresolved potential conflict, the member shall disclose the issue before deliberation begins and shall not deliberate if nonparticipation is required by state law, this article, or advice of authorized legal counsel.

(d) Conflict discovered after item is called or after deliberation begins. If, after a pending matter is called or after deliberation begins, a member becomes aware of facts that may create a substantial interest, covered relationship, local conflicting interest, or unresolved potential conflict, the member shall:

(1) promptly disclose on the record that a potential conflict issue has arisen;

(2) cease deliberating on the matter until the issue is resolved;

(3) request guidance from the presiding officer and authorized legal counsel, if available;

(4) follow the advice or procedural direction provided by authorized legal counsel, including leaving the dais, remaining silent, abstaining, filing a written disclosure, or recusing from the item; and

(5) if a written affidavit or disclosure is required and could not reasonably be filed before the issue arose, file the required affidavit or disclosure with the City Secretary as soon as reasonably practicable and, in any event, not later than the next business day unless state law requires an earlier filing.

(e) Recess, pass, or deferral. The presiding officer may recess the meeting, pass the item temporarily, or defer the item to allow consultation with authorized legal counsel. If the conflict question cannot be resolved during the meeting, the member shall not deliberate on the pending matter unless authorized legal counsel advises that participation may continue.

(f) Executive session. If a conflict question arises in executive session, the member shall promptly disclose the potential conflict to the City body and authorized legal counsel in executive session, shall cease participating in executive-session deliberation on that matter until the issue is resolved, and shall follow the advice or direction of authorized legal counsel.

(g) Minutes and record. The minutes should reflect the member's disclosure, abstention, recusal, or return to participation, as applicable. The minutes need not describe privileged legal advice. A written disclosure, affidavit, or memorandum of advice may be filed with the City Secretary as a public record unless protected from disclosure by law.

(h) Participation after guidance. A member may participate after guidance only if authorized legal counsel advises that participation is not prohibited by state law or this article. If the advice is qualified, conditional, or based on stated assumptions, the member may rely on the advice only while the assumptions remain materially accurate.

Sec. 2.02.005. Safe harbor for good-faith reliance on attorney advice.

(a) Safe harbor established. A member shall not be subject to a local enforcement penalty, sanction, censure, reprimand, recommendation for removal, or finding of violation under this article for participating in, abstaining from, or recusing from a pending matter if the member establishes that:

(1) before participating, or as soon as reasonably practicable after the potential conflict became apparent, the member sought advice from authorized legal counsel;

(2) the member fully and accurately disclosed all material facts known to the member at the time advice was requested;

(3) the member received advice from authorized legal counsel that the member's proposed participation, abstention, recusal, disclosure, or other action complied with this article and applicable law, or that no recusal was required based on the facts disclosed;

(4) the member reasonably and in good faith relied on the advice; and

(5) the member acted consistently with the advice.

(b) Form of advice. Advice may be relied upon under this section if it is:

(1) in writing, including by email or memorandum;

(2) stated orally during a public meeting and reflected in the meeting record; or

(3) stated orally during executive session and later memorialized in a manner that preserves any applicable attorney-client privilege while documenting that advice was provided.

(c) Emergency or meeting-time advice. If the potential conflict first becomes apparent during a meeting and written advice cannot reasonably be obtained before the City body must proceed, the member may rely on oral advice from authorized legal counsel given during the meeting, provided that the member complies with Section 2.02.004 and the advice is memorialized as soon as reasonably practicable.

(d) Continuing duty to update facts. A member who receives advice under this section has a continuing duty to disclose material changes in facts. The safe harbor applies only to the facts disclosed and only so long as those facts remain materially accurate.

(e) Limitations. The safe harbor does not apply if:

(1) the member knowingly, intentionally, or recklessly withheld, misstated, or concealed material facts;

(2) the member failed to follow the advice provided;

(3) the advice was obtained from a person who was not authorized legal counsel;

(4) the member acted after material facts changed and did not seek updated advice;

(5) the member's conduct involved bribery, fraud, misuse of confidential information, misuse of City property, abuse of official position, or other conduct prohibited independently of the conflict-of-interest determination; or

(6) state law requires a different result.

(f) No waiver of state law or criminal law. This section creates only a local safe harbor from enforcement under this article. It does not legalize conduct prohibited by state law, excuse a required affidavit or disclosure under state law, validate a vote that is void or voidable under state law, prevent referral to an outside enforcement authority, or waive the City's right to seek judicial guidance.

(g) No private right of action. This section is intended solely for administration and enforcement of this article and does not create a private right of action against the City, a City body, a City official, the City Attorney, authorized legal counsel, or any other person.

Sec. 2.02.006. Forms, annual disclosures, training, and administration.

(a) Forms. The City Secretary, in consultation with the City Attorney, may prepare forms for disclosures, affidavits, recusal notices, and requests for attorney guidance under this article.

(b) Filing location. Unless state law requires filing elsewhere, disclosures and affidavits required by this article shall be filed with the City Secretary.

(c) Timing. A disclosure or affidavit required by this article shall be filed before deliberation on the pending matter when reasonably practicable. If the need for disclosure becomes apparent only after the item is called or after deliberation begins, the member shall make an oral disclosure on the record and file any required written disclosure as soon as reasonably practicable. A member need not file a new local disclosure solely because the same relationship and same pending matter return at a later meeting, if the prior filing identifies the matter, remains materially accurate, and is identified in the later meeting record; this provision does not excuse an affidavit or filing required for that meeting or action by state law.

(d) Annual and supplemental disclosures. The City Council may, by resolution or policy, require members to file annual or periodic disclosures identifying outside employment, business ownership, board service, officer positions, designated fundraising roles, real-property interests, and other relationships that may assist in identifying conflicts before meetings. Filing an annual or periodic disclosure does not eliminate the member's duty to disclose and abstain or recuse when a specific pending matter creates a substantial interest, local conflicting interest, or other conflict.

(e) Training. The City Attorney or authorized legal counsel should provide periodic training to members regarding state-law conflicts, covered relationships, local conflicting interests, disclosure procedures, recusal procedures, the attorney-advice safe harbor, and the good-government principles incorporated into this article.

(f) Public education. The City may publish plain-language guidance explaining the difference between a state-law substantial interest, a covered relationship, a local conflicting interest, an appearance disclosure, and a safe-harbor request.

(g) Administrative review. The City Attorney and City Secretary may periodically review the operation of this article and recommend amendments to improve respectful, responsive, transparent, competent, ethical, lawful, innovative, economical, and accountable administration.

Sec. 2.02.007. Gifts and vendor-contact clarification.

(a) Construction with state law. This section is intended to supplement, and not conflict with, applicable state law governing bribery, honoraria, abuse of office, gifts, or misuse of official position.

(b) Improper influence prohibited. No member shall knowingly solicit or accept any gift, favor, hospitality, or other benefit offered for the purpose of influencing the member's decision, recommendation, vote, or other exercise of official discretion.

(c) Disclosure of significant benefit. If a member receives a gift, hospitality, travel-related benefit, or other thing of value from a person or entity with business pending before the City, and the benefit is not clearly excluded by state law or ordinary social custom, the member is encouraged to seek guidance from authorized legal counsel and, when appropriate, disclose the circumstance before participating in any related pending matter.

(d) Vendor-contact expectations. A member should avoid private communications with vendors, applicants, or representatives seeking discretionary City action when the communication could reasonably create an appearance of preferential access, undue influence, or divided loyalty. This subsection does not prohibit communications that are expressly authorized by law, occur in the ordinary course of official duties, or are promptly disclosed when disclosure is appropriate.

(e) No automatic recusal. A circumstance described in this section does not automatically require recusal unless required by state law, another provision of this article, or advice of authorized legal counsel.

Exhibit "B"

City of Dripping Springs

CODE OF ORDINANCES

CHAPTER 2. ADMINISTRATION AND PERSONNEL

ARTICLE 02.02

DIVISION 1. GENERALLY

Sec. 2.02.001. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this article. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association.

Affected entity means a business entity, nonprofit corporation, unincorporated association, partnership, limited liability company, trust, governmental or quasi-governmental entity, or other organization whose application, contract, funding, permit, entitlement, enforcement matter, appointment, policy position, or other identifiable interest is the subject of, or is likely to be specially affected by, official action.

Authorized legal counsel means the City Attorney, an assistant or deputy city attorney, special counsel retained or authorized by the City, or other attorney expressly authorized by the City Council, City Administrator, or City Attorney to provide legal advice to the City or to a City body or City official regarding a conflict-of-interest question.

Business entity: Any corporation, partnership, sole proprietorship, firm, holding company, joint stock company, receivership, trust, or any other entity recognized by law.

City body means the City Council and any City board, commission, committee, task force, corporation board, or other body created or appointed by the City Council or under City ordinance, including without limitation the Planning and Zoning Commission, Board of Adjustment, and any advisory or recommending body.

City contractor: Any person and entity that is engaged by the city to provide professional services and receives compensation therefor.

City official: The mayor, any member of the city council, or another officer, whether elected, appointed, paid, or unpaid, of the city who exercises responsibilities beyond those that are advisory in nature.

Compensation: Any economic benefit received in return for labor, services, property, or investment.

Covered relationship means a relationship, role, duty, financial interest, or affiliation described in Section 2.02.003(c). A covered relationship is not automatically a disqualifying conflict, but it may require disclosure and may become a local conflicting interest when connected to a pending matter.

Deliberation means discussion, debate, questioning, recommendation, direction, motion, second, vote, decision, or other participation in official action by a member of a City body. The term includes participation from the dais or meeting table and participation in executive session.

Economic benefit: Any money, real or personal property, purchase, sale, lease, contract, option, credit, loan, discount, service, or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

Gift: A favor, hospitality, or economic benefit other than compensation, but which does not include campaign contributions reported as required by state law, gifts received from a relative if given on account if kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.

Income: Economic benefit received.

Intentionally: A person acts intentionally, or with intent, with respect to the nature of his/her conduct or to a result of his/her conduct or to a result of his/her conduct [sic] when it is his/her conscious objective or desire to engage in the conduct or cause the result.

Knowingly: A person acts knowingly, or with knowledge, with respect to the nature of his/her conduct or to circumstances surrounding his/her conduct when he/she is aware of the nature of his/her conduct so [or] that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his/her conduct when he/she is aware that his/her conduct is reasonably certain to cause the result.

Local conflicting interest means a covered relationship that is reasonably likely to be specially, distinctly, or nonremotely affected by a pending matter, or that authorized legal counsel determines requires nonparticipation to comply with this article, state law, or the City's good-government principles.

Member means a member of a City body, including the mayor, a council member, and a regular, alternate, or ex officio member of a City board, commission, committee, task force, or other City body.

Pending matter means an agenda item, application, contract, purchase, sale, lease, license, permit, plat, zoning matter, variance, special exception, appeal, enforcement matter, funding request, appointment, policy decision, or other matter that is pending before a City body for briefing, discussion, deliberation, recommendation, decision, or vote.

Potential conflict means a substantial interest, covered relationship, appearance concern, or other circumstance that may require disclosure, abstention, recusal, or legal guidance under this article or state law.

Recusal means a member's withdrawal from deliberation on a pending matter because of a substantial interest under state law, a local conflicting interest under this article, or advice from authorized legal counsel.

Substantial interest:

(1) A person has a substantial interest in a business entity if:

(A) The person owns ten percent or more of the voting stock or shares of the business entity or owns either ten percent or more or $15,000.00 or more of the fair market value of the business entity; or

(B) Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.

(2) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500.00 or more.

(3) A city official is considered to have a substantial interest under this section if a person related to the city official in the first degree by consanguinity or affinity, as determined under chapter 573, Government Code, has a substantial interest under this section.

Sec. 2.02.002. Standards of conduct and disclosure of interest.

(a) Policy.

(1) It is the policy of the city that the proper operation of democratic government requires that city officials be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for city officials is adopted.

(2) This code has four purposes:

(A) To encourage high ethical standards in official conduct by city officials;

(B) To establish guidelines for ethical standards of conduct for all such city officials by setting forth those acts or actions that are incompatible with the best interests of the city;

(C) To require disclosure by such city officials of private financial or other interests in matters affecting the city; and

(D) To serve as a basis for disciplining those who fail to abide by its terms.

(3) Notwithstanding anything contained in this article to the contrary, the provisions of this article shall not apply to political contributions, loans, expenditures, reports, or regulation of political campaigns, or the conduct of candidates in such campaigns, except as expressly provided herein.

(b) Standards of conduct.

(1) Grounds for removal from office. A city official may be removed from office for:

(A) Official misconduct; or

(B) The conviction of any felony or for a misdemeanor involving official misconduct.

(2) Gifts. No city official shall intentionally or knowingly offer, confer, or agree to confer on another, or solicit, accept, or agree to accept from another:

(A) Any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a city official; or

(B) Any benefit as consideration for a violation of a duty imposed by law on a city official.

(3) Conflicts, disclosure, abstention, and recusal.

(A) **State-law substantial interests.** If a city official has a substantial interest in a business entity or in real property, the city official shall comply with Texas Local Government Code Chapter 171, including the filing of any required affidavit before a vote or decision and abstaining from further participation when required by state law.

(B) **Local conflicting interests.** In addition to the requirements of state law, a member shall comply with Section 2.02.003 when the member has a covered relationship, local conflicting interest, or potential conflict in a pending matter.

(C) **Disclosure does not always require recusal.** A disclosure made to promote transparency, address an appearance concern, or seek legal guidance does not, by itself, require abstention or recusal unless required by state law, this article, or advice of authorized legal counsel.

(D) **No limitation on state law.** Nothing in this article limits, waives, narrows, or replaces any requirement imposed by Texas Local Government Code Chapters 171, 176, or 212, Texas Government Code Chapter 573, the Texas Penal Code, the Texas Open Meetings Act, or any other applicable law.

(E) **Majority exception preserved only where legally available.** A member may rely on any state-law exception allowing participation when a majority of the body has similar conflicts only to the extent the exception is available under applicable state law. Unless authorized legal counsel advises otherwise, a member with a local conflicting interest should disclose the interest and abstain from deliberation.

(4) Good-government principles. This article shall be interpreted and administered to promote the following local good-government principles:

(A) **Respectful governance**, by treating public concerns regarding conflicts, appearances of impropriety, and official impartiality with fairness, courtesy, and professionalism;

(B) **Responsive governance**, by providing practical procedures for timely review of conflict questions raised by officials, staff, applicants, or members of the public;

(C) **Transparent governance**, by requiring disclosures, records, and meeting procedures that allow the public to understand when a member participates, abstains, or recuses;

(D) **Competent governance**, by encouraging training, pre-meeting review, and consultation with authorized legal counsel;

(E) **Ethical governance**, by placing the public good above self-interest, restraining self-dealing, preventing corruption, and avoiding both actual conflicts and reasonably perceived appearances of impropriety;

(F) **Lawful governance**, by preserving state law as the mandatory minimum and ensuring that local procedures are cumulative of and not inconsistent with applicable law;

(G) **Innovative governance**, by establishing workable procedures for conflict questions that arise before, during, or after deliberation begins;

(H) **Economical governance**, by using standardized forms, training, and predictable procedures to reduce uncertainty, delay, and avoidable disputes; and

(I) **Accountable governance**, by documenting disclosures, abstentions, recusals, and reliance on legal guidance.

(5) General provisions.

(A) No city official shall, in reliance on information to which he/she has access by virtue of his/her office or employment and that has not been made public, acquire or aid another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information, or speculate or aid another to speculate on the basis of the information.

(B) No city official shall, with intent to obtain a benefit or with intent to harm or defraud another, disclose or use information for a nongovernmental purpose that he/she has access to by means of his/her office or employment, and has not been made public.

(C) No city official shall, with intent to obtain a benefit or with intent to harm or defraud another, intentionally or knowingly misuse government property, services or personnel, or any other

thing of value belonging to the government that has come into the public servant's custody or possession by virtue of the public servant's office of employment.

(D) Any city official who has a legal or equitable interest in property that is to be acquired with public funds shall file an affidavit within ten days before the date on which the property is to be acquired by purchase or condemnation. The affidavit must:

(i) State the name of the city official;

(ii) State the city official's office, public title, or job designation;

(iii) Fully describe the property;

(iv) Fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest;

(v) State the date when the person acquired an interest in the property;

(vi) Include a verification; and

(vii) Contain an acknowledgement of the same type required for recording a deed in the deed records of the county.

(E) Any city contractor that has a substantial interest in a business entity, or represents a person or business entity that has any pending applications with the city, shall file a notice with the city secretary stating such interest or representation at least two weeks prior to the date of any consideration of such application by the appropriate body of the city. If such body desires such city contractor to continue to advise such body regarding such application, a written acknowledgement and waiver shall be executed by the presiding officer of such body.

Sec. 2.02.003. Covered relationships and local conflicting interests.

(a) Purpose. This section establishes a local, supplemental process for disclosing and addressing relationships that may affect, or may reasonably appear to affect, a member's impartiality. This section is intended to promote transparent, ethical, lawful, and accountable decision-making while preserving state law as the mandatory minimum.

(b) General rule. A member shall not knowingly deliberate on a pending matter when the member has a local conflicting interest in the matter, unless participation is permitted by state law, this article, and advice from authorized legal counsel.

(c) Covered relationships. A member has a covered relationship when a pending matter is reasonably likely to have a direct, particularized effect on a person, entity, property, or relationship described below. A covered relationship warrants disclosure when material to the pending matter, but does not by itself require abstention or recusal. A general effect on an industry, organization, or broad class, or a person's incidental involvement in a matter, does not alone establish a covered relationship.

(1) the member;

(2) the member's spouse, parent, child, sibling, or other family member within the second degree of consanguinity or affinity;

(3) a member of the member's household;

(4) the member's outside employer, outside client, business partner, business associate, or source of professional referrals;

(5) a person or entity from whom the member, the member's spouse, or a member of the member's household received more than $5,000.00 in income, compensation, professional fees, commissions,

payments for goods or services, referral benefits, or other economic benefit during the preceding twelve months;

(6) a business entity in which the member, the member's spouse, or a member of the member's household owns five percent or more of the voting stock, shares, membership interest, partnership interest, or equity interest;

(7) a business entity in which the member, the member's spouse, or a member of the member's household owns $5,000.00 or more of the fair market value of the entity;

(8) real property, other than the member's homestead when the matter affects the property only in the same manner as a broad class of similarly situated properties, in which the member, the member's spouse, or a member of the member's household has a legal or equitable ownership interest with a fair market value of $1,000.00 or more;

(9) a business entity, nonprofit corporation, unincorporated association, foundation, club, civic organization, chamber, advocacy organization, or other organization for which the member serves as an officer, director, trustee, governing-board member, executive committee member, or in a substantially similar fiduciary, leadership, or policy-making capacity, unless the member serves solely as an official City representative appointed by the City Council;

(10) a business entity, nonprofit corporation, unincorporated association, foundation, club, civic organization, chamber, advocacy organization, or other organization for which the member serves in an official, named capacity as a designated fundraiser, treasurer, spokesperson, or other public representative, if the pending matter directly concerns that organization and the member's role creates a reasonably identifiable loyalty concerning that matter; provided that this paragraph does not apply solely because of campaign activity subject to applicable campaign-finance law or service solely as an official City representative appointed by the City Council;

(11) a creditor, debtor, or guarantor relationship involving the member, the member's spouse, or a member of the member's household in the amount of $5,000.00 or more, excluding a home mortgage loan for the member's homestead or a market-rate personal vehicle loan or lease with a commercial lending institution entered into in the ordinary course of business;

(12) a person or entity with whom the member, the member's spouse, or a member of the member's household is negotiating for employment, independent contractor work, board service, consulting work, business opportunities, or another economic relationship, if the negotiations are pending or have not been clearly terminated;

(13) an affiliate, parent, subsidiary, partner, joint venturer, or closely related entity of an entity described in this subsection, when the member knows or reasonably should know of the relationship and the relationship is material to the pending matter; or

(14) any other relationship that the member believes, or that authorized legal counsel advises, may reasonably create an appearance of partiality, divided loyalty, or impropriety in connection with the pending matter.

(d) When a covered relationship becomes a local conflicting interest. A covered relationship becomes a local conflicting interest requiring nonparticipation when:

(1) the pending matter is reasonably likely to have a special, distinguishable, or nonremote effect on the person, entity, property, or relationship described in subsection (c);

(2) the member's fiduciary, employment, contractual, financial, fundraising, representational, or organizational loyalty to the person or entity is reasonably likely to compete with the member's duty to the public; or

(3) nonparticipation is otherwise required by applicable law or an express provision of this article.

(e) Authorized legal counsel may advise the member concerning the legal requirements described in paragraph (d); the advice does not independently create a new category of local conflicting interest.

(f) Matters generally not treated as local conflicting interests**.** Unless state law, this article, or authorized legal counsel requires otherwise, a local conflicting interest does not include:

(1) an interest shared by the member in common with the general public or with a broad class of City residents, taxpayers, utility customers, voters, or property owners;

(2) the general effect of a broad policy matter on an industry, profession, or occupation in which the member participates, unless the matter is reasonably likely to specially affect the member, the member's employer, the member's client, or another covered relationship;

(3) ownership of an interest in a mutual fund, exchange-traded fund, pension fund, retirement plan, or other common investment vehicle, unless the member participates in managing the fund or the pending matter specifically concerns the fund or a material holding known to the member;

(4) service on an entity solely as an official City representative appointed by the City Council, provided that the member discloses that service when the entity appears before the City body and authorized legal counsel does not advise that recusal is required;

(5) a remote, speculative, or de minimis interest that authorized legal counsel determines does not require abstention or recusal; or

(6) participation on an advisory body in a seat expressly designated by the City for a stakeholder organization or category, solely by reason of the member's representation of that stakeholder, unless the member has a separate interest requiring abstention under state law or the matter would directly and particularly affect the member or the represented organization; in the latter case, the member shall disclose the relationship and seek guidance under Section 2.02.004.

(g) Appearance disclosures. A member is encouraged to disclose relationships or circumstances that could reasonably create an appearance concern even when the member does not believe recusal is required. Appearance disclosures advance transparency and accountability and do not automatically disqualify the member from participation.

Sec. 2.02.004. Procedures for identifying, disclosing, and addressing conflicts.

(a) Pre-meeting review encouraged. Each member is encouraged to review each posted agenda before the meeting and promptly notify the City Secretary and City Attorney if the member believes the member may have a substantial interest, covered relationship, local conflicting interest, or potential conflict regarding a pending matter.

(b) Request for guidance. A member may request guidance from authorized legal counsel regarding whether disclosure, affidavit filing, abstention, recusal, or other action is required. The request should be made as early as reasonably practicable and should include all material facts known to the member.

(c) Disclosure before item is heard. If a member knows before a pending matter is called that the member has a substantial interest, covered relationship, local conflicting interest, or unresolved potential conflict, the member shall disclose the issue before deliberation begins and shall not deliberate if nonparticipation is required by state law, this article, or advice of authorized legal counsel.

(d) Conflict discovered after item is called or after deliberation begins. If, after a pending matter is called or after deliberation begins, a member becomes aware of facts that may create a substantial interest, covered relationship, local conflicting interest, or unresolved potential conflict, the member shall:

(1) promptly disclose on the record that a potential conflict issue has arisen;

(2) cease deliberating on the matter until the issue is resolved;

(3) request guidance from the presiding officer and authorized legal counsel, if available;

(4) follow the advice or procedural direction provided by authorized legal counsel, including leaving the dais, remaining silent, abstaining, filing a written disclosure, or recusing from the item; and

(5) if a written affidavit or disclosure is required and could not reasonably be filed before the issue arose, file the required affidavit or disclosure with the City Secretary as soon as reasonably practicable and, in any event, not later than the next business day unless state law requires an earlier filing.

(e) Recess, pass, or deferral. The presiding officer may recess the meeting, pass the item temporarily, or defer the item to allow consultation with authorized legal counsel. If the conflict question cannot be resolved during the meeting, the member shall not deliberate on the pending matter unless authorized legal counsel advises that participation may continue.

(f) Executive session. If a conflict question arises in executive session, the member shall promptly disclose the potential conflict to the City body and authorized legal counsel in executive session, shall cease participating in executive-session deliberation on that matter until the issue is resolved, and shall follow the advice or direction of authorized legal counsel.

(g) Minutes and record. The minutes should reflect the member's disclosure, abstention, recusal, or return to participation, as applicable. The minutes need not describe privileged legal advice. A written disclosure, affidavit, or memorandum of advice may be filed with the City Secretary as a public record unless protected from disclosure by law.

(h) Participation after guidance. A member may participate after guidance only if authorized legal counsel advises that participation is not prohibited by state law or this article. If the advice is qualified, conditional, or based on stated assumptions, the member may rely on the advice only while the assumptions remain materially accurate.

Sec. 2.02.005. Safe harbor for good-faith reliance on attorney advice.

(a) Safe harbor established. A member shall not be subject to a local enforcement penalty, sanction, censure, reprimand, recommendation for removal, or finding of violation under this article for participating in, abstaining from, or recusing from a pending matter if the member establishes that:

(1) before participating, or as soon as reasonably practicable after the potential conflict became apparent, the member sought advice from authorized legal counsel;

(2) the member fully and accurately disclosed all material facts known to the member at the time advice was requested;

(3) the member received advice from authorized legal counsel that the member's proposed participation, abstention, recusal, disclosure, or other action complied with this article and applicable law, or that no recusal was required based on the facts disclosed;

(4) the member reasonably and in good faith relied on the advice; and

(5) the member acted consistently with the advice.

(b) Form of advice. Advice may be relied upon under this section if it is:

(1) in writing, including by email or memorandum;

(2) stated orally during a public meeting and reflected in the meeting record; or

(3) stated orally during executive session and later memorialized in a manner that preserves any applicable attorney-client privilege while documenting that advice was provided.

(c) Emergency or meeting-time advice. If the potential conflict first becomes apparent during a meeting and written advice cannot reasonably be obtained before the City body must proceed, the member may rely on

oral advice from authorized legal counsel given during the meeting, provided that the member complies with Section 2.02.004 and the advice is memorialized as soon as reasonably practicable.

(d) Continuing duty to update facts. A member who receives advice under this section has a continuing duty to disclose material changes in facts. The safe harbor applies only to the facts disclosed and only so long as those facts remain materially accurate.

(e) Limitations. The safe harbor does not apply if:

(1) the member knowingly, intentionally, or recklessly withheld, misstated, or concealed material facts;

(2) the member failed to follow the advice provided;

(3) the advice was obtained from a person who was not authorized legal counsel;

(4) the member acted after material facts changed and did not seek updated advice;

(5) the member's conduct involved bribery, fraud, misuse of confidential information, misuse of City property, abuse of official position, or other conduct prohibited independently of the conflict-of-interest determination; or

(6) state law requires a different result.

(f) No waiver of state law or criminal law. This section creates only a local safe harbor from enforcement under this article. It does not legalize conduct prohibited by state law, excuse a required affidavit or disclosure under state law, validate a vote that is void or voidable under state law, prevent referral to an outside enforcement authority, or waive the City's right to seek judicial guidance.

(g) No private right of action. This section is intended solely for administration and enforcement of this article and does not create a private right of action against the City, a City body, a City official, the City Attorney, authorized legal counsel, or any other person.

Sec. 2.02.006. Forms, annual disclosures, training, and administration.

(a) Forms. The City Secretary, in consultation with the City Attorney, may prepare forms for disclosures, affidavits, recusal notices, and requests for attorney guidance under this article.

(b) Filing location. Unless state law requires filing elsewhere, disclosures and affidavits required by this article shall be filed with the City Secretary.

(c) Timing. A disclosure or affidavit required by this article shall be filed before deliberation on the pending matter when reasonably practicable. If the need for disclosure becomes apparent only after the item is called or after deliberation begins, the member shall make an oral disclosure on the record and file any required written disclosure as soon as reasonably practicable. A member need not file a new local disclosure solely because the same relationship and same pending matter return at a later meeting, if the prior filing identifies the matter, remains materially accurate, and is identified in the later meeting record; this provision does not excuse an affidavit or filing required for that meeting or action by state law.

(d) Annual and supplemental disclosures. The City Council may, by resolution or policy, require members to file annual or periodic disclosures identifying outside employment, business ownership, board service, officer positions, designated fundraising roles, real-property interests, and other relationships that may assist in identifying conflicts before meetings. Filing an annual or periodic disclosure does not eliminate the member's duty to disclose and abstain or recuse when a specific pending matter creates a substantial interest, local conflicting interest, or other conflict.

(e) Training. The City Attorney or authorized legal counsel should provide periodic training to members regarding state-law conflicts, covered relationships, local conflicting interests, disclosure procedures, recusal procedures, the attorney-advice safe harbor, and the good-government principles incorporated into this article.

(f) Public education. The City may publish plain-language guidance explaining the difference between a state-law substantial interest, a covered relationship, a local conflicting interest, an appearance disclosure, and a safe-harbor request.

(g) Administrative review. The City Attorney and City Secretary may periodically review the operation of this article and recommend amendments to improve respectful, responsive, transparent, competent, ethical, lawful, innovative, economical, and accountable administration.

Sec. 2.02.007. Gifts and vendor-contact clarification.

(a) Construction with state law. This section is intended to supplement, and not conflict with, applicable state law governing bribery, honoraria, abuse of office, gifts, or misuse of official position.

(b) Improper influence prohibited. No member shall knowingly solicit or accept any gift, favor, hospitality, or other benefit offered for the purpose of influencing the member's decision, recommendation, vote, or other exercise of official discretion.

(c) Disclosure of significant benefit. If a member receives a gift, hospitality, travel-related benefit, or other thing of value from a person or entity with business pending before the City, and the benefit is not clearly excluded by state law or ordinary social custom, the member is encouraged to seek guidance from authorized legal counsel and, when appropriate, disclose the circumstance before participating in any related pending matter.

(d) Vendor-contact expectations. A member should avoid private communications with vendors, applicants, or representatives seeking discretionary City action when the communication could reasonably create an appearance of preferential access, undue influence, or divided loyalty. This subsection does not prohibit communications that are expressly authorized by law, occur in the ordinary course of official duties, or are promptly disclosed when disclosure is appropriate.

(e) No automatic recusal. A circumstance described in this section does not automatically require recusal unless required by state law, another provision of this article, or advice of authorized legal counsel.