City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, September 15, 2026, at 5:30 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
Deputy City Attorney Aniz Alani
City Secretary Diana Boone
Planning Director Tory Carpenter
Utilities Director Gray Lahrman
IT Director Jason Weinstock
Parks & Community Services Director Andy Binz
People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

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.

PROCLAMATIONS & PRESENTATIONS

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

1. **A Proclamation of the City of Dripping Springs declaring September 17th through September 23rd, 2026 as "Constitution Week".**

BUDGET WORKSHOP

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

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.

3. **Approval of the July 21, 2026 City Council Special Meeting Minutes.**

4. **Approval of the July 28, 2026 City Council Special Meeting Minutes.**

5. **Approval of an amended Advance Funding Agreement with the Texas Department of Transportation for the Transportation Alternatives Set-Aside Program high-visibility crosswalk improvements project, including the City's administration of project procurement.**

BUSINESS AGENDA

6. **Presentation, discussion, opportunity for public input, and possible action on the revised proposed Fiscal Year 2026–2027 municipal budget and a draft ordinance adopting the budget, including revisions resulting from corrected 2026 TIRZ/TIF tax-rate calculations; authorizing budgeted expenditures and transfers subject to applicable law and City policy; providing for filing and posting; and providing an effective date.**

    a. Staff Report
    b. Opportunity for Public Input
    c. Budget Ordinance

7. **Consideration and possible action to designate the City Treasurer as the City of Dripping Springs' designated officer or employee for preparation, revision, certification, submission, and posting of the City's 2026 tax-rate calculation forms and supporting documentation; and to supersede any inconsistent prior designation for the 2026 tax year.**

8. **Presentation, discussion, opportunity for public input, and possible action to rescind the City Council's August 18, 2026 action setting the previously proposed 2026 ad valorem tax rate; to consider corrected 2026 tax-rate calculation forms and supporting TIRZ/TIF documentation; to set a revised proposed 2026 ad valorem tax rate; and to direct the provision of the required notice, filings, and postings for Council consideration of tax-rate adoption on September 22, 2026.**

a. Staff Report
b. Opportunity for Public Input
c. Consideration of Corrected Tax-Rate Calculation Forms
d. Rescission of Previously Proposed Tax Rate
e. Setting of Revised Proposed Tax Rate
f. Direction Regarding Required Notice, Filings, and Postings

9. **Public hearing, discussion, and possible action to approve a variance request from Chapter 26.01.009 Prohibited Signs, (b) (17) Pole Signs, City of Dripping Springs Code of Ordinances, to allow two pole signs for Short Mama's Bistro located at 101 College Street.** *Applicant: Patrick Fox, Owner.*

a. Presentation
b. Sign Administrator's Report
c. Public Hearing
d. Variance to allow pole signs

10. **Public hearing and consideration of approval of an ordinance repealing and replacing Chapter 26 (Signs) of the City of Dripping Springs Code of Ordinances; adopting revised sign regulations, procedures, and appendices; preserving and recodifying existing project-specific master sign plans under Article 26.11; and providing findings, repealer, severability, codification, and an effective date.** *Sponsor: Mayor Bill Foulds, Jr.*

11. **Discussion and possible action regarding approval of Task Authorization No. 1 with Burgess & Niple, Inc. for engineering services related to the TPDES Major Permit Amendment for the South Regional Wastewater System/Water Reclamation Facility, TCEQ Permit No. WQ0014488003, in an amount not to exceed $200,000.00.** *Sponsor: Mayor Bill Foulds, Jr.*

12. **Discussion and possible action regarding approval of a Consulting Services Agreement with Burgess and Niple, Inc. for the Community Impact Fee Program and Capital Improvements Plan Update in an amount not to exceed $98,900.00.** *Sponsor: Mayor Bill Foulds, Jr.*

13. **Third Amended and Restated Wastewater Service and Impact Fee Agreement between the City of Dripping Springs and Hays County Development District No. 1, CF CSLK Caliterra LLC, and CF CSLK Carter LLC.** *Sponsor: Mayor Pro Tem Taline Manassian*

14. **Discussion and possible action to approve the use of Dripping Springs Ranch Park Fiscal Year 2025-26 funds to purchase a Skid Steer from Tellus Equipment for an amount not to exceed $58,601.48.** *Sponsor: Council Member Sherrie Parks*

15. **Discuss and consider approval of an ordinance amending Appendix A, Article A1.000 (General Provisions), of the Dripping Springs Code of Ordinances to adopt revised Fiscal Year 2026–2027 fee schedules for Utilities, non-Chapter 437 Environmental Health services, Parks and Community Services, and The Stephenson; cross-reference existing utility rates adopted in Section 29.02.006; include the required TCEQ on-site wastewater treatment permit-application fee; direct staff to establish a Chapter 437 stakeholder-notice process, solicit feedback on proposed food-program fee and procedure changes, and return with recommendations for separate City Council consideration; and provide findings of fact, repealer, severability, codification, publication, effective date, and proper notice and meeting.** *Sponsor: Mayor Bill Foulds, Jr.*

16. **Discuss and consider approval of a resolution adopting the City of Dripping Springs Legislative Communications Policy, including the legislative priorities incorporated in Attachment "A"; superseding Resolution 2015-03 and Resolution No. 2025-R03; authorizing implementation; and providing an effective date.** *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.

17. **Deliberation regarding the evaluation, reassignment, compensation, and duties of individual City employees.** *Deliberation of Personnel Matters, 551.074.*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings
October 6, 2026 at 6:00 p.m.
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
Parks & Recreation Commission, September 16, 2026 at 6:00 p.m.
Farmers Market Committee, September 17, 2026 at 10:00 a.m.
Emergency Management Committee, September 17, 2026 at 12:00 p.m.
Utility Commission, September 17, 2026 at 4:00 p.m.

Planning & Zoning Commission, September 22, 2026 at 6:00 p.m.
Transportation Committee, September 28, 206 at 3:30 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 9, 2026 at 4:30 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.

PROCLAMATION
OF THE CITY OF DRIPING SPRINGS
PROCLAIMING SEPTEMBER 17 – SEPTEMBER 23, 2026, AS

"CONSTITUTION WEEK"

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

WHEREAS, Constitution Week serves as a reminder of the importance of civic knowledge, public participation, and continued commitment to the principles of self-government upon which our nation was founded.

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

1. That September 17 - September 23, 2026 shall hereafter be known as "Constitution Week" in Dripping Springs, Hays County, Texas

2. The City of Dripping Springs City Council calls upon all of our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protect the freedoms guaranteed to us through this guardian of our liberties.

_____
Bill Foulds, Jr., Mayor

Jessica K. Rodriguez
Chapter Regent
Sarah Pound Chapter, NSDAR

August 18, 2026

Dear Mr. Mayor and Honorable Members of Council,

Re: Proclamation for Constitution Week, September 17-23, 2026

As we celebrate America 250, we also celebrate the enduring legacy of the U.S. Constitution, which transformed the ideals proclaimed in 1776 into a lasting framework of liberty, self-government, and service to our nation. The National Society of the Daughters of the American Revolution have been tasked to publicly celebrate and promote the Constitution since a resolution to do so was signed into law by President Dwight D. Eisenhower in 1956. The Sarah Pound Chapter, NSDAR would be honored to partner with the City of Dripping Springs to have a public proclamation for this important event.

Sample:

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2026, marks the two hundred and thirty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

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2. The City of Dripping Springs City Council calls upon all of our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protect the freedoms guaranteed to us through this guardian of our liberties.

Signed _____ SEAL Attest _____

Kind Regards,

_____

Jessica Rodriguez, Chapter Regent

PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS, TEXAS

Constitution Week

September 17 – 23, 2026

A Proclamation Honoring the Signing of the United States Constitution, since 1787

Presented to the Daughters of the American Revolution, Sarah Pound Chapter



	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
CITY - GENERAL FUND					
Balance Forward	**2,081,138**	**3,119,482**	**1,038,344**	**3,119,482**	**2,038,413**
Revenue					
AD Valorem	4,933,596	4,933,596	-	4,965,789	4,964,945
AV P&I	4,000	4,000	-	11,000	4,000
Sales Tax	4,600,000	4,600,000	-	4,950,000	4,900,000
Mixed Beverage	-	-		-	24,000
Alcohol Permits	5,000	5,000	-	2,943	-
Fire Inspections	40,000	40,000	-	250,000	40,000
Bank Interest	175,000	175,000	-	170,000	155,000
Development Fees:					
- Subdivision	459,825	459,825	-	614,191	496,700
- Site Dev	50,000	50,000	-	354,062	50,000
- Zoning/Signs/Ord	65,000	65,000	-	135,616	65,000
Building Code	1,500,000	1,500,000	-	2,050,000	1,500,000
Transportation Improvements Reimbursements	1,850,000	1,850,000	-	1,850,000	200,000
Solid Waste	60,000	60,000	-	63,011	60,000
Health Permits/Inspections	60,000	60,000	-	60,000	60,000
Other Income	40,000	40,000	-	40,000	40,000
TXF from HOT	3,496	3,496	-	3,496	-
TXF from WWU	281,199	285,663	4,464	285,663	13,600
TXF from Series 2025	690,948	690,948	-	690,948	1,454,825
Total	**16,899,203**	**17,942,010**	**1,042,807**	**19,616,200**	**16,066,483**
Expense					
Supplies	30,000	30,000	-	30,000	40,000
Office IT Equipment and Support	154,150	216,490	62,340	216,490	132,200
Software Purchase, Agreements and Licenses	315,900	315,900	-	315,900	338,866
Website	11,930	11,930	-	11,930	14,860
Communications Network/Phone	97,000	97,000	-	97,000	107,420
Miscellaneous Office Equipment	10,016	10,016	-	5,000	10,000
Utilities:					
- Street Lights	20,000	20,000	-	22,000	20,000
- Streets Water	4,000	4,000	-	4,500	4,700
- Office Electric	15,000	15,000	-	15,000	15,000
- Office Water	3,000	3,000	-	1,500	2,000
- DT Restroom Electric	2,000	2,000	-	1,000	1,000
- DT Restroom Water	2,000	2,000	-	1,200	1,500
- Stephenson Electric	1,500	1,500	-	1,000	1,500
- Stephenson Water	1,500	1,500	-	1,000	1,500
Transportation:					
- Improvement Projects	2,655,000	2,655,000	-	2,655,000	515,825
- Street & ROW Maintenance	272,000	272,000	-	272,000	275,000
- Street Improvements	690,948	1,220,626	529,678	1,035,626	664,000
Office Maintenance/Repairs	94,200	94,200	-	94,200	129,440
Stephenson Building Maintenance	-	-			
Maintenance Equipment	24,500	24,500	-	24,500	25,000
Equipment Maintenance	49,500	49,500	-	30,000	55,000
Maintenance Supplies	10,000	10,000	-	10,000	15,000
Fleet Acquisition	-	-			
Fleet Maintenance	130,000	130,000	-	130,000	174,700
Maintenance Facility					
Uniforms	18,310	18,310	-	18,310	18,380
Special Projects:					
- Family Violence Ctr	7,000	7,000	-	7,000	7,000
- Lighting Compliance	2,000	2,000	-	2,000	2,000
- Economic Development	5,000	5,000	-	5,000	5,000
- Records Management	2,500	2,500	-	2,500	3,048
- Government Affairs	-	-			
- Planning Consultant	-	-			
- Land Acquisition	10,000	10,000	-	-	-
Public Safety:					
- Emergency Management Equipment	6,800	6,800	-	6,800	

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
- Emergency Equipment Fire & Safety	13,000	13,000	-	13,000	17,336
- Emergency Mgt PR	3,000	3,000	-	3,000	4,000
- Emergency Equipment Maintenance & Service	12,910	12,910	-	12,910	8,786
- Emergency Management Other					
- Animal Control	3,400	6,800	3,400	6,800	3,400
Public Relations	15,000	15,000	-	15,000	15,000
Postage	4,500	4,500	-	4,500	4,500
TML Insurance:					
- Liability	30,000	30,000	-	30,000	36,000
- Property	95,989	105,588	9,599	105,588	121,426
- Workers' Comp	68,004	74,805	6,800	74,805	89,766
Dues, Fees, Subscriptions	104,048	104,048	-	132,000	146,628
Public Notices	4,200	4,200	-	4,200	6,068
City Sponsored Events					
Election	8,000	8,000	-	4,200	11,080
Salaries	4,248,369	4,248,369	-	4,120,918	4,352,399
Taxes	333,759	333,759	-	323,747	341,327
Benefits	394,103	394,103	-	382,280	481,234
Retirement	239,939	239,939	-	232,741	245,202
DSRP Salaries	306,909	306,909	-	306,909	330,137
DSRP Taxes	24,739	24,739	-	24,739	26,515
DSRP Benefits	36,410	36,410	-	36,410	43,610
DSRP Retirement	17,993	17,993	-	17,993	18,867
Professional Services:					
- Financial Services	55,000	55,000	-	56,760	62,850
- Engineering	70,000	70,000	-	70,000	70,000
- Special Counsel and Consultants	12,000	12,000	-	9,000	24,500
- Muni Court	15,500	15,500	-	8,000	12,000
- Bldg. Inspector	750,000	750,000	-	750,000	800,000
- Fire Inspector	40,000	40,000	-	200,000	32,000
- Health Inspector	15,000	15,000	-	9,000	-
- Architectural and Landscape Consultants	5,000	5,000	-	2,500	5,000
- Historic District Consultant	-	-			
- Lighting Consultant	2,000	2,000	-	5,100	3,000
- Human Resource Consultant	32,000	32,000	-	34,000	40,000
- Law Enforcement	10,000	10,000	-	-	
Training/CE	100,000	100,000	-	80,000	121,526
Employee Engagement	5,000	5,000	-	5,800	10,000
Meeting Supplies	9,360	9,360	-	9,360	8,150
Code Publication	6,500	6,500	-	6,500	5,000
Mileage	2,000	2,000	-	1,000	2,000
Miscellaneous Office Expense	10,000	10,000	-	5,000	10,000
Bad Debt Expense					
Contingencies/Emergency Fund	50,000	50,000	-	20,000	50,000
Coronavirus Local Fiscal Recovery Funds (CLFRF)					
Debt Payment 2024	485,238	485,238	-	485,238	487,922
Debt Payment 2025	424,393	424,393	-	424,393	556,570
TXF to Reserve Fund	300,000	300,000	-	300,000	300,000
TXF AV to TIF	705,585	705,585	-	832,193	1,024,101
TXF to TIRZ					
Sales Tax TXF to WWU	920,000	920,000	-	-	-
SPA & ECO D TXF	225,000	225,000	-	272,000	232,750
TXF to DSRP					
TXF to Capital Improvement Fund	300,000	300,000	-	150,000	150,000
TXF to Vehicle Replacement Fund	162,679	162,679	-	152,336	155,382
TXF to WWU				2,500,000	2,000,000
TXF to Founders Day					
TXF to Farmers Market	17,766	17,766	-	17,766	21,046
Total	**15,340,046**	**15,951,864**	**611,818**	**17,274,142**	**15,073,818**
PARKS - GENERAL FUND					
Revenue					
Sponsorships and Donations	6,000	6,000	-	8,194	7,000
City Sponsored Events					

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
Programs and Events	8,800	8,800	-	8,800	1,000
Community Service Permit Fees	1,375	1,375	-	2,850	1,575
Aquatics Program Income	32,750	32,750	-	40,054	32,750
Pool and Pavilion Rental	22,239	22,239	-	6,000	27,877
Park Rental Fees	19,000	19,000	-	15,000	16,500
Reimbursement of Utility Costs					
TXF from HOT Fund	16,500	16,500	-	16,500	16,500
TXF from Parkland Dedication	116,610	116,610	-	220,500	172,191
TXF from Parkland Development	392,691	392,691	-	65,000	51,610
TXF from Landscaping Fund	60,000	60,000	-	-	-
Total Revenue	**675,964**	**675,964**	**-**	**382,898**	**327,003**
Expense					
Other	6,500	6,500	-	6,000	6,500
Park Consultants	35,000	35,000	-	10,000	45,000
Dues Fees and Subscriptions	3,075	3,075	-	5,500	3,140
Advertising & Marketing	17,020	17,020	-	17,020	17,000
Event Contacted Services					5,000
Total Other	**61,595**	**61,595**	**-**	**38,520**	**76,640**
Public Improvements					
All Parks	445,500	445,500	-	21,380	223,801
Triangle Improvement	-	-			-
Rathgeber Improvements					-
Founders Park	3,000	136,784	133,784	133,784	-
Founders Pool	50,000	50,000	-	41,354	-
Skate Park	25,000	25,000	-	-	-
S & R Park	15,000	37,885	22,885	37,806	36,050
Charro Ranch Park	-	-		-	-
Total Improvements	**538,500**	**695,169**	**156,669**	**234,324**	**259,851**
Utilities					
Portable Toilets	10,000	10,000	-	8,000	10,000
Hays Trinity Groundwater Permit	150	150	-	150	150
Triangle Electric	500	500	-	-	500
Triangle Water	500	500	-	500	500
Ranch House Network/Phone	8,568	8,568	-	8,658	8,568
S&R Park Water	13,000	13,000	-	5,000	13,000
SRP Electric	2,500	2,500	-	5,800	2,500
SRP Wastewater	-	-	-	1,150	1,140
FMP Pool/ Pavilion Water	5,300	5,300	-	7,750	6,300
FMP Pool//Electricity	6,000	6,000	-	7,900	8,000
Pool Phone/Network	7,500	7,500	-	7,500	7,500
FMP Pool Propane	6,000	6,000	-	2,000	2,000
Total Utilities	**60,018**	**60,018**	**-**	**54,408**	**60,158**
Maintenance					
General Maintenance (All Parks)	25,000	25,000	-	31,000	25,000
Trail Washout repairs	25,000	25,000	-	25,000	15,000
Equipment Rental	5,000	5,000	-	9,000	7,500
Founders Pool	7,500	7,500	-	7,500	21,000
Founders Park	44,000	44,000	-	34,000	15,500
Skate Park Maintenance	500	500	-	500	500
S&R	43,500	43,500	-	33,500	27,500
Charro Ranch Park	25,700	25,700	-	15,700	5,700
Triangle/ Veteran's Memorial Park	5,700	5,700	-	5,700	700
Rathgeber Maintenance	-	-			
Ranch Park Maintenance	22,000	22,000	-	22,000	17,000
Total Maintenance	**203,900**	**203,900**	**-**	**183,900**	**135,400**
Supplies					
General Parks	27,000	27,000	-	27,000	32,000
Charro Ranch Supplies	1,500	1,500	-	1,500	1,500
Founders Pool Supplies	26,200	26,200	-	26,200	

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
Program and Events	11,250	11,250	-	11,250	10,500
DSRP & Ranch House Supplies					
Rathgeber Supplies	1,504	1,504	-	1,504	1,500
S&R Supplies	400	400	-	400	400
Total Supplies	**67,854**	**67,854**	**-**	**67,854**	**72,100**
Program Staff					
Camp Staff					
Program Event Staff	3,000	3,000	-	6,000	3,000
Aquatics Staff	118,013	118,013	-	118,013	116,213
Total Staff Expense	**121,013**	**121,013**	**-**	**124,013**	**119,213**
Total Parks Expenditures	**1,052,880**	**1,209,549**	**156,669**	**703,019**	**723,362**
FOUNDERS DAY - GENERAL FUND					
Balance Forward	**68,248**	**68,248**	**-**	**68,248**	**16,477**
Revenue					
Craft booths/Business Booths	12,150	12,150	-	14,725	14,725
Facility Rentals	10,000	10,000	-	8,489	21,000
Food booths	1,613	1,613	-	1,613	1,613
BBQ cookers	6,650	6,650	-	6,700	6,700
Carnival	20,000	20,000	-	20,796	22,796
Parade	-	-		1,960	-
Sponsorship	120,000	120,000	-	121,300	122,200
Parking concession	-	-		1,447	1,000
Electric	3,300	3,300	-	3,210	3,300
Misc.					6,000
TXF from General Fund					
Total	**241,960**	**241,960**	**-**	**248,487**	**215,810**
Expense					
Publicity	3,450	3,450	-	2,652	2,500
Porta-Potties	10,500	10,500	-	12,198	19,674
Security	46,837	46,837	-	45,178	46,954
Health, Safety & Lighting	20,862	20,862	-	28,544	22,000
Transportation	19,303	19,303	-	13,838	14,800
Barricades/Traffic Plan	12,650	12,650	-	23,490	18,000
Bands/Music/Sound	26,000	26,000	-	27,650	24,000
Clean Up	19,200	19,200	-	21,100	21,500
FD Event Supplies	5,000	5,000	-	7,391	1,330
Sponsorship	9,800	9,800	-	2,226	3,000
Parade	-	-		78	-
Tent, Tables & Chairs	15,000	15,000	-	16,746	30,500
Electricity	-	-			-
FD Electrical Setup	30,000	30,000	-	24,421	3,000
Contingencies	5,000	5,000	-	6,500	
DSISD Charges					6,000
Total expenses	**223,602**	**223,602**	**-**	**232,011**	**213,258**
Balance Forward	**18,359**	**18,359**	**-**	**16,477**	**2,552**
CONSOLIDATED GENERAL FUND					
Revenue					
City	16,899,203	17,942,010	1,042,807	19,616,200	16,066,483
Parks	675,964	675,964	-	382,898	327,003
Founders	241,960	241,960	-	248,487	215,810
Total	**17,817,128**	**18,859,935**	**1,042,807**	**20,247,585**	**16,609,296**
Expense					
City	15,340,046	15,951,864	611,818	17,274,142	15,073,818
Parks	1,052,880	1,209,549	156,669	703,019	723,362
Founders	223,602	223,602	-	232,011	213,258
Total Expense	**16,616,528**	**17,385,014**	**768,487**	**18,209,172**	**16,010,437**
Balance Forward	**1,200,600**	**1,474,921**	**274,321**	**2,038,413**	**598,859**

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
Balance Forward	**9,529**	**9,529**	**-**	**17,293**	**24,426**
Revenue					
FM Sponsor	1,000	1,000	-	535	1,000
Grant Income	-	-			
Booth Space	63,000	63,000	-	67,000	67,000
Applications	1,400	1,400	-	1,500	1,200
Facility Fee	2,000	2,000	-	3,250	2,000
Interest Income	1,600	1,600	-	1,431	1,400
Market Event/Merch.	500	500	-	250	250
Transfer from General Fund	17,766	17,766	-	17,766	21,046
Total	**96,795**	**96,795**	**-**	**109,026**	**118,322**
Expense					
Advertising	3,000	3,000	-	1,000	1,500
Market Manager	62,382	62,382	-	63,000	64,951
Payroll Tax Expense	5,024	5,024	-	5,100	5,221
DSFM Benefits	7,285	7,285	-	7,400	8,713
Retirement	3,657	3,657	-	3,750	3,712
Entertainment& Activities	5,200	5,200	-	3,500	5,200
Dues Fees & Subscriptions	200	200	-	-	-
Training	200	200	-	100	200
Office Expense	100	100	-	-	100
Supplies Expense	500	500	-	250	2,000
Network & Phone	250	250	-	250	250
Cleaning & Maintenance	1,000	1,000	-	250	100
Other Expense					
Capital Fund					
Contingency Fund	500	500	-	-	500
Transfer to Reserve Fund	-	-			
Total Expense	**89,298**	**89,298**	**-**	**84,600**	**92,447**
Balance Forward	**7,497**	**7,497**	**-**	**24,426**	**25,875**
PARKLAND DEDICATION FUND					
Balance Forward	**392,691**	**392,691**	**-**	**392,691**	**172,191**
Revenue					
Parkland Fees	-	-		-	77,760
Total Revenue	**392,691**	**392,691**	**-**	**392,691**	**249,951**
Expense					
Park Improvements	392,691	392,691	-	220,500	172,191
TXF to AG Facility					
Master Naturalists					
Total Expenses	**392,691**	**392,691**	**-**	**220,500**	**172,191**
Balance Forward	**-**	**-**		**172,191**	**77,760**
PARKLAND DEVELOPMENT FUND					
Balance Forward	**116,610**	**116,610**	**-**	**116,610**	**83,362**
Revenue					
Parkland Development Fees	-	-		31,752	-
Total Revenue	**116,610**	**116,610**	**-**	**148,362**	**83,362**
Expense					
Transfer to Parks	116,610	116,610	-	65,000	51,610
Total Expenses	**116,610**	**116,610**	**-**	**65,000**	**51,610**
Balance Forward	**-**	**-**	**-**	**83,362**	**31,752**
AG FACILITY FUND					
Balance Forward	**-**	**-**		**156,800**	**-**
Revenue					
Ag Facility Fees	-	-		-	50,500
Total Revenues	**-**	**-**		**156,800**	

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
Expense					
TXF to DSRP	-	-		156,800	59,500
Total Expense	**-**	**-**		**156,800**	**59,500**
Balance Forward	**-**	**-**		**-**	**-**
LANDSCAPING FUND					
Balance Forward	**478,767**	**478,767**		**509,913**	**422,913**
Revenue					
Tree Replacement Fees				-	-
Total Revenues	**478,767**	**478,767**		**509,913**	**422,913**
Expense					
Sports and Rec Park	25,000	25,000		25,000	10,000
DSRP	10,000	10,000		10,000	10,000
FMP	10,000	10,000		10,000	10,000
Charro	10,000	10,000		10,000	10,000
Veterans Memorial Park	5,000	5,000		5,000	10,000
Historic Districts					26,000
Professional Services					
Tree Maintenance				25,000	
Stephenson					200,000
City Hall Lawn and Tree Maintenance	2,000	2,000		2,000	2,000
Total Expense	**62,000**	**62,000**		**87,000**	**278,000**
Balance Forward	**416,767**	**416,767**		**422,913**	**144,913**
SIDEWALK FUND					
Balance Forward	**829**	**829**		**829**	**829**
Revenue					
Fees	-	-		-	-
Total Revenues	**829**	**829**		**829**	**829**
Expense					
Expense	-	-		-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**829**	**829**		**829**	**829**
DRIPPING SPRINGS RANCH PARK OPERATING FUND					
Balance Forward	**276,083**	**284,083**	**8,000**	**284,083**	**350,220**
Revenue					
Stall Rentals	35,500	35,500	-	37,785	33,500
RV/Camping Site Rentals	21,000	21,000	-	21,000	21,000
Facility Rentals	130,500	130,500	-	110,000	111,500
Equipment Rental	10,000	10,000	-	24,250	15,000
Sponsorships & Donations	51,775	51,775	-	10,433	51,775
Grants	100,000	100,000	-	-	
Merchandise Sales	22,500	22,500	-	25,100	20,500
Riding Permits	10,000	10,000	-	10,000	10,000
Staff & Misc. Fees	4,700	4,700	-	3,500	4,700
Cleaning Fees	20,000	20,000	-	15,000	20,000
General Program and Events:					
- Riding Series	38,000	38,000	-	37,000	40,000
- Coyote Camp	140,000	140,000	-	140,000	140,000
- Misc. Events	12,000	12,000	-	72,111	10,000
- Programing	62,500	62,500	-	71,000	44,500
- Concert Series					
- Ice Rink	190,800	190,800	-	145,574	140,000
- Ice Rink Merchandise	2,000	2,000	-	3,156	-
Concessions	1,500	1,500	-	1,534	2,000
Other Income	500	500	-	846	500
Interest	4,500	4,500	-	8,600	
TXF from Ag Facility	-	-		156,800	

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
TXF from HOT	308,800	308,800	-	308,800	330,000
HOT for Event Center Roof	300,000	300,000	-	300,000	-
HOT for Improvements	138,250	138,250	-	138,250	-
TXF from General Fund					
TXF from Landscape Fund					
TXF from PEG					
TXF from General Fund CLFRF					
Total Revenue	**1,880,908**	**1,888,908**	**8,000**	**1,924,822**	**1,349,695**
Expense					
Advertising	15,000	15,000	-	15,000	15,000
Office Supplies	10,000	10,000	-	10,000	7,500
Postage					
DSRP On Call					
Programing Staff	138,246	138,246	-	138,246	138,246
Network and Communications	8,912	8,912	-	15,000	13,500
IT Equipment & Support	3,700	3,700	-	3,700	3,700
Co-Sponsored Events	7,900	7,900	-	8,400	7,900
Sponsorship Expenses	2,100	2,100	-	2,100	2,100
Supplies and Materials					
Uniforms	1,000	1,000	-	1,000	1,000
Ranch House Supplies	1,000	1,000	-	1,600	1,000
Dues, Fees and Subscriptions	5,000	5,000	-	4,000	5,000
Mileage	500	500	-	500	500
Equipment	33,578	33,578	-	33,578	17,000
House Equipment					
Equipment Rental	3,000	5,000	2,000	5,000	3,000
Equipment Maintenance	25,000	25,000	-	22,000	25,000
Portable Toilets	2,500	2,500	-	-	2,500
Electric	90,000	90,000	-	90,000	90,000
Water	15,000	15,000	-	15,000	15,000
Wastewater				7,250	
Septic	750	750	-	750	750
Lift Station Maintenance	5,000	5,000	-	5,000	5,000
Propane/Natural Gas	2,500	5,000	2,500	6,500	3,000
On Call Phone					
Alarm	13,317	13,317	-	15,000	13,317
Stall Cleaning & Repair	4,000	4,000	-	2,000	4,000
Training and Education					
General Program and Events:					
- Riding Series	28,000	28,000	-	27,000	25,000
- Coyote Camp	16,000	16,000	-	16,000	16,000
- Misc. Events	1,500	1,500	-	25,000	1,500
- Programing	13,000	13,000	-	21,500	9,500
- Concert Series					
- Ice Rink	229,169	229,169	-	206,093	206,093
Other Expense	20,000	20,000	-	20,000	20,000
Improvements	138,250	138,250	-	138,250	-
Tree Planting					
Contingencies	50,000	50,000	-	50,000	50,000
Fleet Acquisition					
Fleet Maintenance	5,500	5,500	-	5,000	2,500
General Maintenance and Repair	146,272	146,272	-	146,272	151,536
Grounds and General Maintenance					
House Maintenance	10,000	10,000	-	8,500	10,000
HCLE	13,200	13,200	-	13,200	13,200
Merchandise	15,500	15,500	-	18,000	20,500
Sales Tax Remittance	1,565	1,565	-	2,100	1,565
RV/Parking Lot					
Event Center Roof	600,000	600,000	-	456,593	-
TXF to Vehicle Replacement Fund	19,469	19,469	-	19,469	19,073
Total Expenses	**1,695,430**	**1,699,930**	**4,500**	**1,574,602**	**920,481**
Balance Forward	**185,479**	**188,979**	**3,500**	**350,220**	

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
HOTEL OCCUPANCY TAX FUND					
Balance Forward	**555,045**	**555,045**	**-**	**1,055,857**	**326,706**
Revenues					
Hotel Occupancy Tax	900,000	900,000	-	900,000	900,000
Interest	10,000	10,000	-	38,400	10,000
Total	**1,465,045**	**1,465,045**	**-**	**1,994,257**	**1,236,706**
Expenses					
Advertising	3,496	3,496	-	3,460	-
Christmas Lighting Displays	27,290	27,290	-	27,290	30,000
City Sponsored Events					
Historic Districts Marketing					
Signage	121,200	121,200	-	121,200	150,000
Arts					
Lighting					
Dues and Fees	5,000	5,000	-	4,890	5,000
TXF to Debt Service	92,055	92,055	-	92,055	88,528
RV/ Parking Lot					
Software	9,000	9,000	-	8,000	8,000
TXF to General Fund	-	-		255,000	
TXF to DSVB	375,000	375,000	-	375,000	425,000
TXF to Event Center	308,800	308,800	-	308,800	330,000
Event Center Roof	300,000	300,000	-	300,000	-
Event Center Improvements	138,250	138,250	-	138,250	-
Grants	33,633	33,633	-	33,606	36,400
Capital Reserve					100,000
Total expenses	**1,413,724**	**1,413,724**	**-**	**1,667,551**	**1,172,928**
Balance Forward	**51,321**	**51,321**	**-**	**326,706**	**63,779**
VISITORS BUREAU					
Balance Forward	**195,762**	**195,762**	**-**	**204,307**	**52,109**
Revenue					
Fees					
- Wedding Showcase	9,000	9,000	-	-	9,000
- Songwriters Festival				-	500
Merchandise					
- Songwriters Festival	5,000	5,000	-	1,888	5,000
Sponsorships & Donations					
- Songwriter's Festival	50,000	50,000	-	17,092	30,000
- Stars in Dripping Springs	15,000	15,000	-	-	24,000
Grants					
TXF from HOT Fund	375,000	375,000	-	375,000	399,000
Other Revenues				8,711	
Interest	8,000	8,000	-	4,600	4,000
Total	**657,762**	**657,762**	**-**	**611,598**	**523,609**
Expense					
Personnel					
- Salaries	143,690	143,690	-	130,000	143,741
- Taxes	11,496	11,496	-	10,347	11,500
- Benefits	14,627	14,627	-	13,164	17,426
- TMRS	8,424	8,424	-	7,581	8,215
Dues, Fees and Subscriptions	4,014	4,014	-	9,000	4,014
Advertising & Marketing	111,500	111,500	-	111,500	121,500
Supplies	2,300	2,300	-	2,300	2,300
IT Equipment & Support	5,555	5,555	-	5,000	1,000
Software	21,621	21,621	-	21,621	26,020
Training & Education	6,000	6,000	-	6,000	7,175
Professional Services					
- Marketing Consultant	-	-		-	-
Utilities					
- Water					
- Electricity	1,000	1,000	-	1,000	

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	F Pr
- Phone/Network					
Website	12,000	12,000	-	12,000	6,000
Office Maintenance/Repairs	12,176	12,176	-	12,176	11,270
Office Improvements	-	-			3,000
Postage	500	500	-	600	800
Other					
Songwriter's Festival	115,300	115,300	-	115,300	96,050
Wedding Showcases	2,000	2,000	-	-	4,600
Stars in Dripping Springs	51,900	51,900	-	51,900	27,200
Transfer to Capital	50,000	50,000	-	50,000	30,000
Total expenses	**574,103**	**574,103**	**-**	**559,489**	**522,811**
Balance Forward	**83,659**	**83,659**	**-**	**52,109**	**798**
UTILITY FUND					
Balance Forward	**6,563,092**	**6,567,556**	**4,464**	**6,567,556**	**2,665,063**
Wastewater					
Revenue					
Wastewater Service	1,675,000	1,675,000	-	1,675,000	2,700,000
Late Fees/Rtn check fees	7,500	7,500	-	-	
Delayed Connection Fees	5,000	5,000	-	9,200	5,000
Reuse Water Income	-	-		75,657	-
Total Revenues	**1,687,500**	**1,687,500**	**-**	**1,759,857**	**2,705,000**
Expense					
System Operations and Maintenance:					
- Routine Operations	95,700	95,700	-	95,700	65,000
- Non-Routine Operations	94,400	94,400	-	94,400	50,000
- System Maintenance & Repair	80,000	80,000	-	80,000	80,000
- Odor Control	35,000	25,000	(10,000)	25,000	
- Drip Field Maint & Repairs	51,000	51,000	-	51,000	40,000
- Lift Station Preventative Maintenance	81,000	81,000	-	80,000	90,000
- WWTP Maintenance	70,000	50,000	(20,000)	156,000	90,000
- Chemicals	20,000	50,000	30,000	50,000	70,000
- Electricity	105,000	105,000	-	105,000	140,000
- Sludge Hauling	210,000	210,000	-	210,000	230,000
- Generator Maintenance	20,000	20,000	-	20,000	30,000
Arrowhead Operations and Maintenance:					
- Routine Operations	26,000	26,000	-	26,000	15,000
- Non-Routine Operations	24,000	24,000	-	24,000	15,000
- Lift Station Cleaning	9,000	9,000	-		
- Drip Field Maint & Repairs	50,000	50,000	-		
- Lift Station repairs	5,000	5,000	-		
- Lift Station Preventative Maintenance	3,000	3,000	-	17,000	14,000
- WWTP Repairs/Pump Repairs	17,000	17,000	-		
- Chemicals	18,000	18,000	-	18,000	22,000
- Electricity	38,000	38,000	-	38,000	35,000
- Sludge Hauling	40,000	40,000	-	40,000	37,000
- Arrowhead Plant Lease(s)	286,560	286,560	-	286,560	286,560
Big Sky Operations and Maintenance:					
- Routine Operations	26,000	26,000	-	26,000	26,000
- Non-Routine Operations	21,450	21,450	-	21,450	15,000
- Drip Field Maint & Repairs	7,500	7,500	-	7,500	7,500
- WWTP Repairs/Pump Repairs	15,000	15,000	-	5,000	15,000
- Chemicals	18,000	18,000	-	18,000	22,000
- Electricity	38,000	38,000	-	38,000	26,000
- Sludge Hauling	40,000	40,000	-	40,000	375,505
- Supplies					
Village Grove Operations and Maintenance:					
- Routine Operations	26,000	26,000	-	-	10,000
- Non-Routine Operations	24,000	24,000	-	-	8,000
- Lift Station Cleaning	9,000	9,000	-	-	
- Drip Field Maint & Repairs	50,000	50,000	-	-	5,000
- Lift Station repairs	5,000	5,000	-	-	

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	F Pr
- Lift Station Preventative Maintenance	3,000	3,000	-	-	
- WWTP Repairs/Pump Repairs	17,000	17,000	-	-	10,000
- Chemicals	18,000	18,000	-	-	12,000
- Electricity	38,000	38,000	-	-	12,000
- Sludge Hauling	40,000	40,000	-	-	15,000
Wildridge Operations and Maintenance:					
- Routine Operations	26,000	26,000	-	-	-
- Non-Routine Operations	24,000	24,000	-	-	-
- Lift Station Cleaning	9,000	9,000	-	-	-
- Drip Field Maint & Repairs	50,000	50,000	-	-	-
- Lift Station repairs	5,000	5,000	-	-	-
- Lift Station Preventative Maintenance	3,000	3,000	-	-	-
- WWTP Repairs/Pump Repairs	17,000	17,000	-	-	-
- Chemicals	18,000	18,000	-	-	-
- Electricity	38,000	38,000	-	-	-
- Sludge Hauling	40,000	40,000	-	-	-
Water Reuse Operations					
- System Maintenance & Repair	20,000	20,000	-	20,000	20,000
- Routine Operations	10,000	10,000	-	10,000	17,000
- Non-Routine Operations	10,000	10,000	-	10,000	10,000
- Irrigation	10,000	10,000	-	10,000	40,000
- Electricity			-	5,000	5,000
Transfer to Vehicle Replacement Fund	51,908	51,908	-	51,908	52,946
Total Expense	**2,106,518**	**2,106,518**	**-**	**1,679,518**	**2,013,511**
DEVELOPMENT/CAPITAL					
Revenues					
Developer Reimbursed Costs	370,000	370,000	-	142,000	402,000
Portion of Sales Tax	900,000	900,000	-	2,500,000	2,000,000
Overuse fees	200,000	200,000	-	100,500	100,000
Line Extension Fees					
Reuse Fees					
FM 150 WWU Line Reimbursement	-	-			
Other Income	40,000	40,000	-	40,000	40,000
PEC	140,000	140,000	-	181,486	140,000
ROW Fees	3,500	3,500	-	8,229	3,500
Cable	130,000	130,000	-	130,000	130,000
TX Gas Franchise Fees	6,000	6,000	-	10,000	6,000
Interest	215,000	215,000	-	125,000	100,000
Total Revenue	**2,004,500**	**2,004,500**	**-**	**3,237,215**	**2,921,500**
Expense					
- Construction Phase Services HR TEFS 1873-001	5,000	5,000	-	1,000	15,000
- Misc. Planning/Consulting 1431-001	50,000	50,000	-	12,500	95,000
- Planning & Permitting	4,000	4,000	-		
- 2nd Amendment CIP 1881-001	-	-			
- Sewer Planning CAD 1971-001	5,000	5,000	-	1,500	15,000
- Water Planning 1982-001	4,000	4,000	-	1,500	40,000
- FM 150 WWU Line 1989-001	12,000	12,000	-	1,500	20,000
- Parallel West Interceptor Design& Cost					
- Caliterra Plan Review & construction Phase Services 19	12,500	12,500	-	1,000	5,000
- TLAP Renewal application 1732-001					
- Arrowhead PR & Const. Phase Services - 1967-001	2,000	2,000	-	500	1,000
- Heritage PID PR & Cons. Phase Services - 1734-001	30,000	30,000	-	2,000	2,000
- Double L Planning & Const. Phase Services - 1743-001	50,000	50,000	-	40,000	100,000
- Cannon Tract - 1842-001					
- Driftwood 522 PR & Const. Phase Services - 1900-001	25,000	25,000	-	35,000	100,000
- Big Sky PR & Const Phase Services - 1913-001	2,500	2,500	-	2,000	10,000
- Driftwood Creek PR & Const Phase Services - 1917-00	25,000	25,000	-	2,000	20,000
- Cannon/Cynosure/Double L Water CCN App. - 2007-001					
- Cynosure-Wild Ridge - 2009-001	20,000	20,000	-	15,000	25,000
- Oryx Cannon 58 Plan Review & CPS - 60972-2	5,000	5,000	-	5,000	10,000
- New Growth Plan Review & CPS - 60972-2	10,000	10,000	-	500	500
- AHC Apartments - PDD 11	1,000	1,000	-		

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2027 Proposed
- Arrowhead WWTP & Drip System Install Design	5,000	5,000	-	1,500	30,000
- Heritage/Cannon Lift Station	25,000	25,000	-		
- Cannon Ranch Gateway Village Plan Review & CPS - (	27,500	27,500	-	6,000	26,000
- Effluent HP 1952-001 - Engineering				45,000	50,000
- Effluent Holding Pond - Construction	50,000	50,000	-		
- HR Treated Effluent Fill Station - 60972-8	-	-		-	-
- Water Reuse	240,000	240,000	-	240,000	-
- Arrowhead Lift station Upgrades	150,000	150,000	-	150,000	-
- Big Sky Maintenance Building	-	-		-	
- Flow Control: Driftwood Golf Course	150,000	150,000	-	150,000	-
- GIS Implementation	100,000	100,000	-	100,000	-
- Asset Management	150,000	150,000	-	150,000	-
- Transfer to Debt Service	2,268,211	2,268,211	-	2,268,211	-
- Stephenson Building Parking Lot Improvements - 6097	-	-		500	500
- Lazare Properties Review - 60972-38	-	-		500	1,000
- Howard Ranch Plan Review - 60972-40	-	-		1,000	5,000
- HEB - 60972-41	-	-		500	500
- Cannon Regional LS Planning - 60972-42	-	-		20,000	80,000
- Penn Tract WW Evaluation - 60972-43	-	-		2,000	2,500
- Oryx WW Evaluation - 60972-47	-	-		1,000	2,000
- Loan Assistance - 60972-48	-	-		3,000	-
- Uriegas Dental - 60972-49	-	-		500	500
- St. Martin de Porres - 60972-50	-	-		500	2,000
- Fellers Tract WW Service - 60972-51	-	-		500	1,000
- Temporary 210 Irrigation Areas - 60972-52	-	-		12,500	50,000
- Treated Effluent System Modeling - 60972-53	-	-		10,000	10,000
- Salt Lick WW Service - 60972-54	-	-		2,500	5,000
- Roxie's PR - 60972-32	-	-		-	1,000
Total Expense	**3,428,711**	**3,428,711**	**-**	**3,286,711**	**725,500**
TWDB PROJECT					
Revenues					
TXF from TWDB	1,915,000	5,259,207	3,344,207	1,709,652	2,440,000
Total Revenue	**1,915,000**	**5,259,207**	**3,344,207**	**1,709,652**	**2,440,000**
Expense					
TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	210,000	210,000	-	150,000	300,000
- East Interceptor 1951-001	185,000	185,000	-	10,000	400,000
- Reclaimed Water Facility 1953-001	200,000	200,000	-	45,000	250,000
- WWTP Design Assistance					
- So Regional WW System Exp P&M 1923-001	30,000	30,000	-	7,000	
- TWDB South Regional WW System Expansion - CZP I	-	-		35,000	30,000
Miscellaneous:					
- Special Counsel and Consultants	1,325,000	1,325,000	-	215,000	1,410,000
TWDB Capital Projects:					
- West Interceptor	-	3,344,207	3,344,207	3,344,207	-
- South Collector, LS and FM and TE Line	-	-			
- East Interceptor	-	-			
- WWTP	-	-			
Total Expense	**1,950,000**	**5,294,207**	**3,344,207**	**3,806,207**	**2,390,000**
WATER					
Revenue					
Fees:					
- Tap Fees					
- Impact Fees					
- Meter Set Fees	3,000	3,000	-	1,750	1,000
- Disconnect Fees					
- Equipment Fees	10,000	10,000	-	10,955	5,000
- Inspection Fees	2,500	2,500	-	1,000	1,000
Rates:					
- Base Rate	125,000	125,000	-	175,000	2

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
- Usage	275,000	275,000	-	800,000	800,000
- Penalties					
Other Revenues	6,000	6,000	-	-	-
TXF from Wastewater Fund					
Total Revenue	**421,500**	**421,500**	**-**	**988,705**	**1,077,000**
Expense					
System Operations and Maintenance:					
- Routine Operations	35,000	35,000	-	35,000	30,000
- Non Routine Operations	20,000	20,000	-	20,000	20,000
- System Maintenance & Repair	27,500	27,500	-	27,500	27,500
- Water Meters	100,000	100,000	-	100,000	100,000
Operating and Maintenance					
Wholesale Water Purchase - WTCPUA	675,000	675,000	-	670,000	850,000
Total Expense	**857,500**	**857,500**	**-**	**852,500**	**1,027,500**
ADMINISTRATION					
Expense					
Administrative and General Expense:					
- Administrative/Billing Expense	-	-			
- Legal Fees	55,000	55,000	-	55,000	55,000
- Auditing	10,000	10,000	-	10,000	13,600
- Software	15,000	15,000	-	15,000	15,000
- IT Equipment & Support	7,000	7,000	-	7,000	36,000
Systems Operations and Maintenance:					
- Phone/Network				12,000	25,000
- Equipment	570,000	570,000	-	570,000	220,000
- Equipment Maintenance	15,000	15,000	-	15,000	15,000
- Fleet Acquisition	80,000	80,000	-	80,000	
- Fleet Maintenance	16,000	16,000	-	16,000	16,000
- Fuel	25,000	25,000	-	25,000	25,000
- Laboratory Testing	80,000	80,000	-	80,000	80,000
- SCADA	20,000	20,000	-	20,000	25,000
Supplies	60,000	60,000	-	60,000	45,000
Other Expense					
Public Relations					
Postage	30,000	30,000	-	30,000	30,000
Uniforms	15,000	15,000	-	15,000	10,000
Training	25,000	25,000	-	25,000	20,000
Dispatch	-	-			
Salaries	716,410	716,410	-	680,589	704,946
Overtime	48,672	48,672	-	43,805	48,672
Taxes	63,542	63,542	-	60,365	62,665
Benefits	87,546	87,546	-	83,169	104,480
Retirement	46,377	46,377	-	44,058	44,555
On Call	26,000	26,000	-	26,000	26,000
Transfer to General Fund	271,199	275,663	4,464	-	-
Total Expense	**2,282,746**	**2,287,210**	**4,464**	**1,972,986**	**1,621,919**
CONSOLIDATED UTILITY FUND					
Revenue					
Balance Forward	6,563,092	6,567,556	4,464	6,567,556	2,665,063
Development/Capital	2,004,500	2,004,500	-	3,237,215	2,921,500
TWDB Project	1,915,000	5,259,207	3,344,207	1,709,652	2,440,000
Wastewater	1,687,500	1,687,500	-	1,759,857	2,705,000
Water	421,500	421,500	-	988,705	1,077,000
Operations	-	-	-	-	-
Total	**12,591,592**	**15,940,263**	**3,348,670**	**14,262,985**	**11,808,563**
Expense					
Development/Capital	3,428,711	3,428,711	-	3,286,711	725,500
TWDB Project	1,950,000	5,294,207	3,344,207	3,806,207	2,390,000
Wastewater	2,106,518	2,106,518	-	1,679,518	2,013,511
Water	857,500	857,500	-	852,500	1,027,500
Operations	2,282,746	2,287,210	4,464	1,972,986	1,6

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
Total Expense	**10,625,475**	**13,974,145**	**3,348,670**	**11,597,922**	**7,778,430**
Balance Forward	**1,966,117**	**1,966,117**	**0**	**2,665,063**	**4,030,134**
TWDB FUND					
Balance Forward	**931**	**931**		**943**	**968**
Revenues	1,915,000	1,915,000		1,709,652	2,440,000
Interest	25	25		25	25
Total revenue	**1,915,956**	**1,915,956**		**1,710,620**	**2,440,993**
Expenses					
Escrow Fees					
Expenses	1,915,000	1,915,000		1,709,652	2,440,000
Total Expenses	**1,915,000**	**1,915,000**		**1,709,652**	**2,440,000**
Balance Forward	**956**	**956**		**968**	**993**
IMPACT FUND					
Bal Forward	**1,245,927**	**1,245,927**		**1,965,368**	**1,013,833**
Revenue					
Impact Fees	758,000	758,000		1,454,490	1,100,000
Impact Fee Deposits					
Interest Income	20,000	20,000		50,000	20,000
Transfer from Debt 2015	-	-		12,031	-
Total	**2,023,927**	**2,023,927**		**3,481,889**	**2,133,833**
Expense					
TXF to Debt Service 2015	-	-		480,079	
TXF to Debt Service 2019				977,090	1,036,353
TXF to Debt Service 2022				1,010,887	1,097,458
Total expense	**-**	**-**		**2,468,056**	**2,133,811**
Total Bal Forward	**2,023,927**	**2,023,927**		**1,013,833**	**23**
DEBT SERVICE FUND 2015					
Bal Forward	**867,624**	**867,624**		**196,857**	**-**
Revenue					
TXF from Impact Fund	-	-		480,079	-
Interest	19,000	19,000		5,500	-
Total Revenue	**886,624**	**886,624**		**682,436**	**-**
Expenses					
Debt Payment 2015	670,406	670,406		670,406	-
Transfer to Impact Fund	-	-		12,031	
Total Expense	**670,406**	**670,406**		**682,436**	**-**
Balance Forward	**216,219**	**216,219**		**-**	**-**
DEBT SERVICE FUND 2013					
Bal Forward	**107,420**	**107,420**		**107,298**	**111,978**
Revenue					
TXF from HOT	92,055	92,055		92,055	88,528
Interest	3,000	3,000		3,000	3,000
Total	**202,475**	**202,475**		**202,353**	**203,506**
Expense					
Tax Series 2013	90,375	90,375		90,375	92,055
Total Expenses	**90,375**	**90,375**		**90,375**	**92,055**
Balance Forward	**112,100**	**112,100**		**111,978**	**111,451**
DEBT SERVICE FUND 2019					
Bal Forward	**102,118**	**102,118**		**102,904**	**1,149,446**
Revenue					
TXF from Impact Fees	1,073,553	1,073,553		977,090	1,(

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
Transfer from Utility Fund	-	-		1,134,106	
Interest	20,000	20,000		8,900	8,000
Total	**1,195,671**	**1,195,671**		**2,222,999**	**2,193,799**
Expense					
Tax Series 2019	1,073,553	1,073,553		1,073,553	1,103,553
Total Expenses	**1,073,553**	**1,073,553**		**1,073,553**	**1,103,553**
Balance Forward	**122,118**	**122,118**		**1,149,446**	**1,090,246**
DEBT SERVICE FUND 2022					
Bal Forward	**186,908**	**186,908**		**187,373**	**1,149,097**
Revenue					
TXF from Impact Fees	1,194,658	1,194,658		1,010,887	1,097,458
Tramsfer from Utility Fund	-	-		1,134,106	
Interest	15,000	15,000		8,500	8,000
Total	**1,396,566**	**1,396,566**		**2,340,865**	**2,254,554**
Expense					
Tax Series 2022	1,191,178	1,191,178		1,191,769	1,191,178
Total Expenses	**1,191,178**	**1,191,178**		**1,191,769**	**1,191,178**
Balance Forward	**205,388**	**205,388**		**1,149,097**	**1,063,377**
DEBT SERVICE FUND 2025					
Bal Forward	**14,146,914**	**14,146,914**		**14,076,667**	**11,460,607**
Revenue					
TXF from Bond Proceeds	-	-		-	-
Interest	-	-		427,370	200,000
Transfer in from HOT Fund					
Transfer in from Landscaping Fund					
TxDOT TAG Funding					1,533,164
Hays County POSAC Funding					1,605,000
DSWSC Waterline Replacement Funding					488,000
Total	**14,146,914**	**14,146,914**		**14,504,037**	**15,286,771**
Expense					
- Old Fitzhugh Road				5,000	6,285,843
- Stephenson Bldg & Parking				2,347,482	2,342,372
- Maintenance Facility					412,805
- Street Improvements	690,948	690,948		690,948	1,454,825
- Transportation Improvements					
- Other					
Total Expenses	**690,948**	**690,948**		**3,043,430**	**10,495,844**
Balance Forward	**13,455,966**	**13,455,966**		**11,460,607**	**4,790,927**
PEG FUND					
Balance Forward	**188,578**	**188,578**		**173,633**	**208,933**
Revenues					
TWC	30,000	30,000		30,000	30,000
Interest Income	4,000	4,000		5,300	5,000
Total Revenues	**222,578**	**222,578**		**208,933**	**243,933**
Expense	-	-		-	-
TXF to Event Center	-	-		-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**222,578**	**222,578**		**208,933**	**243,933**
RESERVE FUND					
Balance Forward	**3,536,163**	**3,536,163**		**3,338,828**	**3,742,228**
Revenue					
TXF from General Fund	500,000	500,000		300,000	

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY Proposed
Interest	75,000	75,000		103,400	100,000
Total	**4,111,163**	**4,111,163**		**3,742,228**	**4,142,228**
Expense					
Expense	-	-		-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**4,111,163**	**4,111,163**		**3,742,228**	**4,142,228**
TIRZ 1					
Balance Forward	**275,827**	**275,827**		**685,321**	**875,582**
Revenues					
City AV	352,305	352,305		401,696	557,254
County AV	372,227	372,227		475,502	879,499
Interest Income	20,000	20,000		40,800	20,000
Total Revenue	**1,020,358**	**1,020,358**		**1,603,318**	**2,332,336**
Expense					
TIRZ Expense					
Project Management/Misc. Costs	21,000	21,000		21,000	21,000
Project Administration P3 Works	8,000	8,000		16,000	8,000
Legal Fees				3,000	3,500
Projects:					
- Town Center	45,000	45,000		-	45,000
- Old Fitzhugh Road	130,870	130,870		130,870	-
- Downtown Parking	15,000	15,000		15,000	3,750
- Stephenson Building	19,375	19,375		19,375	5,000
- Downtown Master Plan (Road/Sidewalk/Drainage)	90,125	90,125		-	352,000
- Library	250,000	250,000		250,000	375,000
- Creek Road	45,000	45,000		-	130,000
Misc. Consulting	15,000	15,000		-	15,000
Series 2025 TIRZ I Allocation	272,491	272,491		272,491	355,877
Fund Balance Reserve					366,080
Total Expense	**911,861**	**911,861**		**727,736**	**1,680,207**
Balance Forward	**108,497**	**108,497**		**875,582**	**652,129**
TIRZ 2					
Balance Forward	**2,846,228**	**2,846,228**		**2,392,714**	**3,138,764**
Revenue					
Interest Income	30,000	30,000		72,400	30,000
City AV	353,280	353,280		429,497	466,847
County AV	712,108	712,108		741,517	735,794
Total Revenue	**3,941,616**	**3,941,616**		**3,636,128**	**4,371,404**
Expense					
Project Management/Misc. Costs	21,000	21,000		21,000	21,000
Project Administration P3 Works	8,000	8,000		3,000	8,000
Legal				3,000	3,500
Projects:					
- Town Center	15,000	15,000		-	15,000
- Old Fitzhugh Road	43,623	43,623		43,623	-
- Downtown Parking	5,000	5,000		5,000	1,250
- Stephenson Building	19,375	19,375		19,375	5,000
- Downtown Master Plan (Road/Sidewalk/Drainage)	90,125	90,125		-	352,000
- Library	250,000	250,000		250,000	375,000
- Creek Road	45,000	45,000		-	130,000
Misc. Consulting	15,000	15,000		-	15,000
Series 2025 TIRZ II Allocation	152,366	152,366		152,366	201,303
Fund Balance Reserve					207,074
Total Expense	**664,489**	**664,489**		**497,364**	**1,334,127**
Balance Forward	**3,277,127**	**3,277,127**		**3,138,764**	**3,037,277**
VEHICLE REPLACEMENT FUND					

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	F Pr
Balance Forward	**514,651**	**514,651**		**748,707**	**982,763**
Revenue					
TXF from General Fund	162,679	162,679		162,679	155,382
TXF from DSRP	19,469	19,469		19,469	19,073
TXF from WWU	51,908	51,908		51,908	52,946
Total Revenue	**748,707**	**748,707**		**982,763**	**1,210,164**
Expense					
Vehicle Replacement	-	-		-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**748,707**	**748,707**		**982,763**	**1,210,164**

City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, July 21, 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 5:33 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 Aniz Alani
City Secretary Diana Boone
Planning Director Tory Carpenter
IT Director Jason Weinstock
Utilities Director Gray Lahrman
Finance Manager Glor Rivas
Farmers Market Manager Charlie Reed
Assistant Parks & Community Services Director Emily Nelson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Crow.

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 and discussion only. No action was taken. Presentation is on file.

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 May 2026 Treasurer's Report.** *Deputy City Administrator, Shawn Cox*

3. **Approval of a resolution consenting to and expressing no objection to the issuance of Springhollow Municipal Utility District Water, Sewer, and Drainage Bond Issue No. 6, in a principal amount not to exceed $4,385,000, for reimbursement of water, wastewater, drainage, and wholesale water capacity costs, as required by the Agreement Concerning Creation and Operation of Springhollow Municipal Utility District.** *Applicant: Springhollow Municipal Utility District*

   A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve Consent Agenda items 2 & 3. The motion carried unanimously 5 to 0.

BUSINESS AGENDA

4. **Discussion and possible action regarding a First Amended and Restated Wastewater Facilities Agreement between the City of Dripping Springs and Cuncashca, LLC for City wastewater infrastructure improvements, including utility easements, temporary construction access, continued use and abandonment of existing drip fields, recognition of existing wastewater LUE rights, and a limited tree baseline adjustment for protected standard trees removed within the easement area for the City project.** *Sponsor: Mayor Bill Foulds, Jr.*

   A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve the Amended and Restated Wastewater Facilities Agreement between the City of Dripping Springs and Cuncashca, LLC.

The motion carried unanimously 5 to 0.

5. **Discussion and possible action regarding a Tree Removal Credit Agreement between the City of Dripping Springs and Cuncashca, LLC for city wastewater infrastructure improvements, including a limited tree baseline adjustment for protected standard trees removed within the easement area of the South Collector.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Husted, to approve a tree removal credit agreement with the additional language as presented by staff.

The motion carried unanimously 5 to 0.

6. **Discussion and possible action to award RFB # 73819 for the South Collector Wastewater Project to Santa Clara Construction, Ltd. in the amount of $4,714,829.00 and authorize the City Administrator to finalize and execute contract with selected bidder.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Council Member Husted and seconded by Council Member Parks, to approve awarding RFB #73819 for the South Collector Wastewater Project to Santa Clara Construction in the amount of $4,714,829.00 and authorize the City Administrator to finalize and execute contract with selected bidder.

The motion carried unanimously 5 to 0.

7. **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, not to exceed $121,550.00.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Council Member Husted and seconded by Council Member Parks, to approve 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 not to exceed $121,550.00

The motion carried unanimously 5 to 0.

8. **Update on Dripping Springs Community Library Project.** *Mayor Pro Tem Taline Manassian*

An update was provided by Mayor Pro Tem Manassian. She reported that the library has requested the formation of a working group consisting of representatives of the library, City, TIRZ Board, and County to explore financing assistance to the library to address a gap that the library has identified in its funding. She further reported that the request is not for a particular dollar amount but for participation in the working group and that, at this time, the idea is that any funding provided would be reimbursed.

9. **Public hearing, discussion, and possible action to approve an Ordinance amending the Code of Ordinances of the City of Dripping Springs relating to mayoral appointments,**

City Council committee appointments, committee membership, City Council liaisons, and designated City representatives. *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve an ordinance amending the Code of Ordinance as it relates to mayoral appointments, council committee appointments, committee membership, liaisons, and designated City representatives.

The motion carried unanimously 5 to 0.

10. **Discussion and possible action regarding the appointment of Hays County Sheriff's Department representative Captain Shane Smith to the Emergency Management Committee for a term ending January 1, 2028.**

A motion was made by Council Member Parks and seconded by Council Member Tahuahua, to approve the appointment of Hays County Sheriff's Department representative Captain Shane Smith to the Emergency Management Committee for a term ending January 1, 2028.

The motion carried unanimously 5 to 0.

11. **Mayoral Appointment of Council Member to the Hays County Mental Health Coordinating Committee.**

A motion was made by Council Member Parks and seconded by Council Member Husted, to approve the mayoral appointment of Council Member Ana Grace Husted to the committee.

The motion carried unanimously 5 to 0.

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.

12. **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)*

Council did not meet in Closed Session.

ADJOURN

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

The meeting was adjourned at 6:56 p.m.

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 July 15, 2026 at 4:00 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, July 28, 2026, at 9:00 AM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of council members present, Mayor Foulds called the meeting to order at 9:00 a.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
City Attorney Aniz Alani
City Secretary Diana Boone

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Parks.

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.

BUSINESS AGENDA

1. **Discussion and possible action regarding a resolution approving and authorizing the filing with the Texas Water Development Board of an application seeking financial assistance in an amount not to exceed $10,000,000 to provide for the costs of the City of Dripping Springs Advanced Purification Project; designating Ginger Faught, Deputy City Administrator as the authorized representative of the City of Dripping springs for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board; and authorizing and directing Chris Lane of SAMCO Capital, Financial Advisor, Eva Steinle-Darling of Carollo Engineers, Engineer, and Richard Donoghue, Bond Counsel, to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Dripping Springs before any hearing held by the Texas Water Development Board on such application.**

   A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the resolution as presented, designating Ginger Faught as the authorized representative; and Chris Lane of SAMCO Capital, Eva Steinle-Darling of Carollo Engineers, and Richard Donoghue to assist with such application.

   The motion carried unanimously 5 to 0.

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.

Council did not meet in Closed Session.

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 9:05 a.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

STAFF REPORT

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

Submitted By:	Chad Gilpin, City Engineer
Council Meeting Date:	September 15, 2026
Agenda Item Wording:	Approval of an amended Advance Funding Agreement with the Texas Department of Transportation for the Transportation Alternatives Set-Aside Program high-visibility crosswalk improvements project, including the City's administration of project procurement.
Agenda Item Sponsor:	Mayor Bill Foulds, Jr.

A. Recommended Action

Staff recommends approval of the revised Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT).

B. Summary

TxDOT awarded Transportation Alternatives Set-Aside (TASA) funding for the City of Dripping Springs Crosswalk Improvements project through Texas Transportation Commission Minute Order No. 117073, dated November 13, 2025. The revised AFA provides for improvements to 105 crosswalks within City limits on City, County, and State roadways, including relocation of pedestrian push buttons, replacement of non-compliant ADA ramps, and installation of signage.

The material change from the previously anticipated arrangement is that the project will be **City-let** rather than TxDOT-let. Under the revised AFA, the City will advertise the construction project, issue bid proposals, receive and tabulate bids, award the construction contract, and administer construction. City administration includes construction engineering and change-order administration.

TxDOT retains required oversight, including approval of the City's procurement procedures, authorization before advertising for construction, approval of letting and award procedures, and review and approval of change orders. the revised AFA, the City will advertise the construction project, issue bid proposals, receive and tabulate bids, award the construction contract, and administer construction. City administration includes construction engineering and change-order administration. TxDOT retains required oversight, including approval of the City's procurement procedures, authorization before advertising for construction, approval of letting and award procedures, and review and approval of change orders.

C. Financial Impact

The current Attachment B estimates total project participation of **$1,751,753**, consisting of up to **$1,393,600** in federal TASA funds, **$9,753** in State participation, and **$348,400** in estimated City participation. The City is responsible for 100 percent of cost overruns above the federally authorized amount.

The current budget identifies an estimated **$311,800** payment by the City to TxDOT: an initial payment of **$10,620** due within 30 days after execution and a second payment of **$301,180** due 60 days before advertisement of the construction contract. The remaining

D. Financial Impact

The current Attachment B estimates total project participation of **$1,751,753**, consisting of up to **$1,393,600** in federal TASA funds, **$9,753** in State participation, and **$348,400** in estimated City participation. The City is responsible for 100 percent of cost overruns above the federally authorized amount.

The current budget identifies an estimated **$311,800** payment by the City to TxDOT: an initial payment of **$10,620** due within 30 days after execution and a second payment of **$301,180** due 60 days before advertisement of the construction contract. The remaining estimated City participation is associated with City-performed project work. T

E. Background

The City previously approved entering into an AFA for the TASA project. After TxDOT's area office elected to move from a State-let to a City-let delivery method, TxDOT issued revised AFA materials and requested a revised project map. Although the revised arrangement does not alter the federal-funding framework, it assigns the City the construction-procurement and contract-administration responsibilities that TxDOT would otherwise perform under a State-let project.

The City may not begin a project phase until TxDOT issues a State Letter of Authority for that phase. Work performed before federal spending authority is formally obligated is at the City's sole cost and is not eligible for reimbursement. The City must also maintain a qualified individual who has completed TxDOT local-government project-procedures training while the City performs or directly oversees reimbursable work.

F. Attachments

1. Revised Advance Funding Agreement for a Transportation Alternatives Set-Aside Program Project.

2. Attachment A — Final Project Location Map.

3. Attachment B — Project Estimate and Source of Funds.

4. Attachment C — City Council Resolution approving the revised AFA.

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-33-118	AFA ID	Z00012686		CFDA No.	20.205
AFA CSJs	0914-33-118				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	12120			
Project Name	City of Dripping Springs - Crosswalk Imp				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

TxDOT-Selected On and Off-System

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

WITNESSETH

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

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

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

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

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

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

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as City of Dripping Springs - Crosswalk Imp (Project), and

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WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 117073 (MO) dated November 13, 2025 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **05/19/2026**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

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

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of improvements to 105 crosswalks within the city limits of Dripping Springs on City, County, and State roadways. The project includes the relocation of pedestrian push buttons, replacement of non-compliant ADA ramps and signage installation. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

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

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

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

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

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

6. Remedies

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

7. Utilities

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

8. Environmental Assessment and Mitigation

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

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

9. Compliance with Accessibility Standards

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

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

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C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

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

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the

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federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such

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compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

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

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project

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will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

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

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

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

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

Texas Department of Transportation
ATTN: Local Government Project Coordinator
7901 N. IH-35
Austin, Texas 78753-6602

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

County:	Hays County
Local Government:	City of Dripping Springs
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Highway or Roadway:	Various Locations

16. Legal Construction

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

17. Responsibilities of the Parties

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

18. Ownership of Documents

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

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This

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requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA),

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as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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26. Pertinent Non-Discrimination Authorities

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

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

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A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business

Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

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

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

29. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

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3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

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

B. If threshold expenditures of $1,000,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

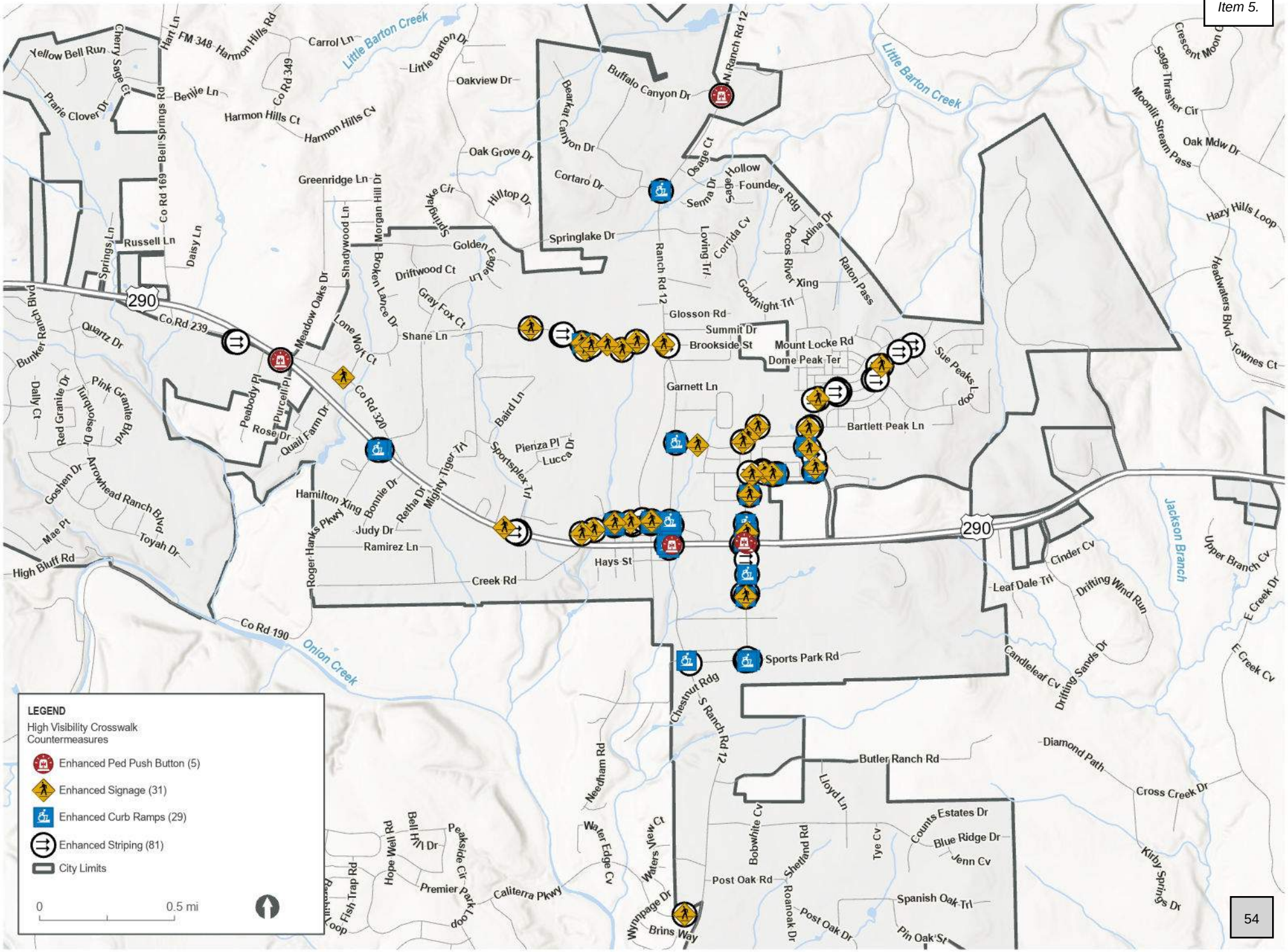
32. Signatory Warranty

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

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

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

ATTACHMENT A
PROJECT LOCATION MAP



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

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$183,000	80%	$146,400	0%	$0	20%	$36,600
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$1,158,000							
Construction Engineering Cost	$224,000							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$1,382,000	80%	$1,105,600	0%	$0	20%	$276,400
Work by LG Subtotal		**$1,565,000**		**$1,252,000**		**$0**		**$313,000**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$0							
Eligible In-Kind Contribution Value	$	$0	0%	$0	0%	$0	0%	$0

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-33-118	AFA ID	Z00012686		CFDA No.	20.205
AFA CSJs	0914-33-118				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	12120			
Project Name	City of Dripping Springs - Crosswalk Imp				*AFA Not Used For Research & Development*	

Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	**$0**		**$0**		**$0**		**$0**

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$26,550	80%	$21,240.00	0%	$0	20%	$5,310.00
Environmental Cost[1]	$17,700	80%	$14,160.00	0%	$0	20%	$3,540.00
Right of Way[1]	$5,310	80%	$4,248.00	0%	$0	20%	$1,062.00
Utilities[1]	$3,540	80%	$2,832.00	0%	$0	20%	$708.00
Construction[2]	$123,900	80%	$99,120.00	0%	$0	20%	$24,780.00
Direct State Costs Subtotal	$177,000	80%	$141,600	0%	$0	20%	$35,400.00
Indirect State Cost	$9,753		$0	100%	$9,753		$0
TOTAL PARTICIPATION	**$1,751,753**		**$1,393,600**		**$9,753**		**$348,400**
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$348,400**

- The estimated total participation by Local Government is $348,400.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is $311,800.
- [1]Local Government's first payment of $10,620 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $301,180 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-33-118	AFA ID	Z00012686		CFDA No.	20.205
AFA CSJs	0914-33-118				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	12120			
Project Name		City of Dripping Springs - Crosswalk Imp			*AFA Not Used For Research & Development*	

- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $1,393,600.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2026-R##

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF A REVISED ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM CROSSWALK IMPROVEMENTS PROJECT

WHEREAS, on November 13, 2025, through Minute Order No. 117073, the Texas Transportation Commission awarded Transportation Alternatives Set-Aside Program funds for the City of Dripping Springs Crosswalk Improvements Project (the **Project**); and

WHEREAS, the Project includes improvements to crosswalks within the City of Dripping Springs on City, County, and State roadways, including relocation of pedestrian push buttons, replacement of non-compliant ADA ramps, and installation of signage; and

WHEREAS, the City Council previously approved entering into an Advance Funding Agreement with the Texas Department of Transportation (**TxDOT**) for the Project; and

WHEREAS, TxDOT has revised the proposed Advance Funding Agreement (**Revised AFA**) to provide for a City-let construction project, under which the City will advertise, solicit, receive and tabulate bids for, award, and administer the Project construction contract, subject to TxDOT's required approvals and oversight; and

WHEREAS, the Revised AFA estimates total Project participation of $1,751,753, including up to $1,393,600 in federal Transportation Alternatives Set-Aside Program funds, $9,753 in State participation, and $348,400 in estimated City participation; and

WHEREAS, the City is responsible for its required local participation and for 100 percent of Project cost overruns, as provided in the Revised AFA; and

WHEREAS, the City Council finds that approving and executing the Revised AFA is in the public

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

1. **Finding of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.

2. **Approval.**- The City Council approves the Revised AFA between the City of Dripping Springs and TxDOT for the Project, substantially in the form presented to the City Council.

3. **Authorization to Execute.** The Mayor is authorized to execute the Revised AFA and related documents necessary to carry out this Resolution, following approval as to form by the City Attorney.

4. **Authorization for Minor Changes.** The City Administrator, or designee, is authorized to make or approve non-substantive, administrative, or conforming revisions to the Revised AFA and its attachments that are requested by TxDOT before execution, provided that no revision may: (a) materially change the Project scope; (b) increase the City's estimated financial participation; (c) change the City-let project-delivery method; or (d) otherwise materially alter the City's obligations without further City Council approval.

5. **Supersession.** This Resolution supersedes only the City Council's prior approval to the extent necessary to authorize execution of the Revised AFA for the City-let Project delivery method. All prior City Council actions not inconsistent with this Resolution remain in effect.

6. **Effective Date:** The resolution shall be effective from and after its approval and passage.

7. **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

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-8

City of Dripping Springs
Taxing Unit Name

(512) 585-4725
Phone *(area code and number)*

P O Box 384, Dripping Springs, TX, 78620
Taxing Unit's Address, City, State, ZIP Code

http://www.cityofdrippingsprings.co
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 2,189,857,157
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 0
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 2,189,857,157
4.	**Prior year total adopted tax rate.**	$ 0.226700 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** **A. Original prior year ARB values:** $ 12,144,485 **B. Prior year values resulting from final court decisions:** - $ 12,462,500 **C. Prior year value loss.** Subtract B from A.[4]	$ -318,015

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 771,200 **B. Prior year disputed value:** - $ 77,120 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 694,080
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 376,065
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 2,190,233,222
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 0 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 23,458,165 **C. Value loss.** Add A and B. [7]	$ 23,458,165
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** $ 0 **B. Current year productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [8]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 23,458,165
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 311,721,132
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 1,855,053,925
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 4,205,407
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 16,333
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 4,221,740

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12] **A. Certified values:** ..... $ 2,264,854,210 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0 **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0 **D. Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 704,929,801 **E. Total current year value.** Add A and B, then subtract C and D.	$ 1,559,924,409
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 22,821,279 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 22,821,279
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 0
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 1,582,745,688
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 0
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 68,795,448

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 68,795,448
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 1,513,950,240
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.278855 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ 0.000000 /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.185000 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,190,233,222
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 4,051,931
32.	**Adjusted prior year levy for calculating NNR M&O rate.** **A.** **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 16,333 **B.** **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 586,009 **C.** **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D.** **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -569,676 **E.** Add Line 31 to 32D.	$ 3,482,255
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,513,950,240
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.230011 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet		Amount/
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.	$ 0	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 0	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.230011 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 4,982,625 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.329114 /$100 **C.** Add Line 41B to Line 40.	$ 0.559125 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.578694 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ /$100 c. Add Line D42(B)(b) to Line 42. $ /$100 d. Enter the **current year unused increment rate** from Line 68 $ /$100 e Add Line D42(c) to Line D42(d). $ /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 1,044,492 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 1,044,492
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 900,979
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 143,513
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 100.00 % **B.** Enter the prior year actual collection rate. ..... 98.39 % **C.** Enter the 2024 actual collection rate. ..... 98.53 % **D.** Enter the 2023 actual collection rate. ..... 97.79 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	100.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 143,513
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 1,582,745,688
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.009067 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.587761 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ _____ /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ 0.000000 /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 4,982,625
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 1,582,745,688
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.314808 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.278855 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet*.	$ 0.587761 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.272953 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [45] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [46]	$
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.184952 /$100
	B. Unused increment rate (Line 67)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.184952 /$100
	D. Adopted Tax Rate	$ 0.226700 /$100
	E. Subtract D from C	$ -0.041748 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 1,881,897,708
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.017940 /$100
	B. Unused increment rate (Line 67)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.017940 /$100
	D. Adopted Tax Rate	$ 0.179400 /$100
	E. Subtract D from C	$ -0.161460 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 1,803,946,097
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.171800 /$100
	B. Unused increment rate (Line 66)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.171800 /$100
	D. Adopted Tax Rate	$ 0.171800 /$100
	E. Subtract D from C	$ 0.000000 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 1,716,831,971
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 0.000000
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.000000 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.272953 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.230011 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,582,745,688
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.031590 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.009067 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.270668 /$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ _____/$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ _____/$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ _____
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ _____/$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ _____/$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.278855 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate ..... $ 0.272953 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. ..... $ 0.270668 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here ➧ Jennifer Escobar
Printed Name of Taxing Unit Representative

sign here ➧ Jennifer Escobar
Taxing Unit Representative

8/11/26
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-8

Item 8.

City of Dripping Springs
Taxing Unit Name

(512) 585-4725
Phone *(area code and number)*

P O Box 384, Dripping Springs, TX, 78620
Taxing Unit's Address, City, State, ZIP Code

http://www.cityofdrippingsprings.co
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://www.drippingspringstx.gov/sites/g/files/vyhlif6956/f/pages/tnt_ords-doc.pdf

https://www.drippingspringstx.gov/sites/g/files/vyhlif6956/f/pages/tnt_ords-doc.pdf

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 2,189,857,157
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 0
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 2,189,857,157
4.	**Prior year total adopted tax rate.**	$ 0.226700 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** **A. Original prior year ARB values:** ..... $ 12,144,485 **B. Prior year values resulting from final court decisions:** ..... - $ 12,462,500 **C. Prior year value loss.** Subtract B from A.[4]	$ -318,015

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

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Line	No-New-Revenue Tax Rate Worksheet	Amount/
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 771,200 **B. Prior year disputed value:** - $ 77,120 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 694,080
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 376,065
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 2,190,233,222
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 0 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 23,458,165 **C. Value loss.** Add A and B. [7]	$ 23,458,165
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** $ 0 **B. Current year productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [8]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 23,458,165
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 311,721,132
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 1,855,053,925
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 4,205,407
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 16,333
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 4,221,740

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[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12] **A. Certified values:** ..... $ 2,264,854,210 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0 **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0 **D. Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 349,980,151 **E. Total current year value.** Add A and B, then subtract C and D.	$ 1,914,874,059
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 22,821,279 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 22,821,279
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 0
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 1,937,695,338
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 0
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 68,795,448

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[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 68,795,448
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 1,868,899,890
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.225894 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ 0.000000 /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.185000 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,190,233,222
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 4,051,931
32.	**Adjusted prior year levy for calculating NNR M&O rate.** **A.** **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 16,333 **B.** **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 586,009 **C.** **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D.** **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -569,676 **E.** Add Line 31 to 32D.	$ 3,482,255
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,868,899,890
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.186326 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

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Line	M&O and Debt Tax Rate Worksheet		Amount/
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.	$ 0	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 0	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100

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[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.186326 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 4,982,625 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.266607 /$100 **C.** Add Line 41B to Line 40.	$ 0.452933 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.468785 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ /$100 c. Add Line D42(B)(b) to Line 42. $ /$100 d. Enter the **current year unused increment rate** from Line 68 $ /$100 e Add Line D42(c) to Line D42(d). $ /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

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Line	M&O and Debt Tax Rate Worksheet	Amount/
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 1,044,492 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 1,044,492
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 900,979
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 143,513
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 97.79 % **B.** Enter the prior year actual collection rate. ..... 98.39 % **C.** Enter the 2024 actual collection rate. ..... 98.53 % **D.** Enter the 2023 actual collection rate. ..... 97.79 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	97.79 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 146,756
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,937,695,338
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.007573 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.476358 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ 0.000000 /$100

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[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 4,982,625
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 1,937,695,338
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.257141 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.225894 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet*.	$ 0.476358 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.219217 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [45] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [46]	$
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

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SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.184952 /$100
	B. Unused increment rate (Line 67)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.184952 /$100
	D. Adopted Tax Rate	$ 0.226700 /$100
	E. Subtract D from C	$ -0.041748 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 1,881,897,708
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.017940 /$100
	B. Unused increment rate (Line 67)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.017940 /$100
	D. Adopted Tax Rate	$ 0.179400 /$100
	E. Subtract D from C	$ -0.161460 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 1,803,946,097
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.171800 /$100
	B. Unused increment rate (Line 66)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.171800 /$100
	D. Adopted Tax Rate	$ 0.171800 /$100
	E. Subtract D from C	$ 0.000000 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 1,716,831,971
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 0.000000
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.000000 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.219217 /$100

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[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.186326 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,937,695,338
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.025803 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.007573 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.219702 /$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ _____/$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ _____/$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ _____
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ _____/$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ _____/$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

DRAFT

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.225894 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate ..... $ 0.219217 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. ..... $ 0.219702 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here Shawn Cox
Printed Name of Taxing Unit Representative

sign here
Taxing Unit Representative

09/15/2026
Date

DRAFT

[59] Tex. Tax Code §26.04(c-2) and (d-2)

DRIPPING SPRINGS
Texas

SIGN VARIANCE REQUEST REVIEW

Date: September 2, 2027

Project: **Short Mama's Bistro**
101 College Street
Dripping Springs, TX 78620

Applicant: Patrick Fox, Owner

Submittals:
- ☑ Variance Application
- ☑ Sign Permit Application
- ☐ Master Signage Plan (if applicable)
- ☐ Planned Develop District/Development Agreement Signage Regulations (if applicable)

Variance Request(s): Allow two pole signs, which are a prohibited type of sign.

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 26 SIGNS, Article 26.03.003 VARIANCES

Short Mama's Bistro is located in the Mercer Street Historic District and has frontage on US 290, College St., and Wallace St. This property is a multi-unit complex with a restaurant and some offices on the second story. The applicant is requesting a variance to allow the installation of two pole signs on the property in lieu of a monument sign. Chapter 26.01.009 9b)(17) of the City's Code of Ordinances prohibits pole signs.

Multi-unit complexes are allowed to have a monument sign that is 6 feet in height and up to 48 square feet in sign area. The proposed pole signs will be located along College St. and Wallace St. They will have a height of 6 feet, and their sign area will be 6 square feet. The signs will hang from a decorative arm extending from the top of a decorative pole. The combined signable area of the two signs is 12 square feet.

There are several factors in the Mercer Street Historic District that make a pole sign appealing. Historically, many of the buildings in the District had pole signs. Several of these pole sign structures are still in use. Some properties in the district have reduced or have no setbacks which do not allow a compliant monument sign. Parking is generally on street in front of buildings making visibility of a monument sign difficult. The district is increasingly becoming more

pedestrian friendly. And monument signs are not compatible with many of the properties in the historic districts because they would appear overly large and are not from the era of significance.

The Sign Ordinance is currently being rewritten and includes a section on historic districts and historic character areas. This draft section is attached. These changes are based on historic district business and property owner feedback and are supported by Staff. The changes, if approved, will allow pole signs similar to those proposed by the applicant in the historic districts.

The variance request to allow two pole signs relates to the considerations for granting variances as follows:

Considerations in granting variances (Sec. 26.03.003 (e))

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

☐ Applicable ■ Not Applicable

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

☐ Applicable ■ Not Applicable

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.

■ Applicable ☐ Not Applicable

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.

■ Applicable ☐ Not Applicable

(5) The sign and its supporting structure should be in architectural harmony with the surrounding structures.

■ Applicable ☐ Not Applicable

(6) Mitigation measurers related to the sign in question or other sign on the same premises.

■ Applicable ☐ Not Applicable

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.

☐ Applicable ■ Not Applicable

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance, when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan.

■ *Applicable ☐ Not Applicable

*Applicant brought up the request for a pole sign early in the process. He waited to apply for a variance because staff told him that the draft Sign Ordinance would allow pole signs in the historic districts and the ordinance would likely be considered by City Council before he needed to order a sign.

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.

☐ Applicable ■ Not Applicable

(10) The sign administrator may authorize the remodeling, renovation, or alternation of a sign when some nonconforming aspect of the sign is thereby reduced.

☐ Applicable ■ Not Applicable

Recommendation

Based on the variance request meeting the above indicated considerations for granting a variance, I recommend approval of allowing the two proposed pole signs with the condition that no monument sign may be installed on the property.

Please let me know if you have any questions about this report.

Respectfully Submitted,

Michelle Fischer

Michelle Fischer, Sign Administrator

Draft Sign Ordinance Rewrite

Section 26.02.008. Historic districts and historic character areas

(a) Signs in a historic district or other area subject to historic preservation standards shall comply with this Chapter and the applicable historic preservation ordinance, design standards, and historic preservation implementation manual.

(b) When reviewing a sign in a historic district, the City may consider whether the sign's materials, scale, color, lighting, placement, mounting method, and design are compatible with the historic character of the building, streetscape, and district.

(c) Preferred historic district sign features include:

(1) wood, metal, stone, masonry, painted, carved, or externally illuminated signs;

(2) pedestrian-scale wall, hanging, window, or monument signs;

(3) muted and natural colors;

(4) sign mounting that avoids unnecessary damage to historic materials; and

(5) lighting that is shielded, warm, low-intensity, and compliant with the outdoor lighting ordinance.

(d) **Historic post, bracket, and similar pedestrian-scale freestanding signs.** In a historic district, one historically compatible pedestrian-scale freestanding sign supported by a post and arm, a bracket, one post, or two posts with a suspended or mounted sign panel may be approved by sign permit without a variance if the sign:

(1) uses wood, metal, masonry, or another material compatible with the historic building or site;

(2) is not internally illuminated;

(3) does not exceed eight square feet in signable area unless a smaller size is required by adopted historic district standards; provided, however, that the sign administrator may approve without a variance a historically compatible sign described in this subsection up to twelve square feet in signable area if the administrator finds that the larger sign remains compatible with the historic building, site, and streetscape and otherwise complies with this Section;

(4) does not exceed eight feet in total height, measured to the top of the post or support, unless a variance or master sign plan authorizes additional height;

(5) provides at least seven feet of pedestrian clearance if located above a walkway;

(6) is located outside the right-of-way unless right-of-way authorization is obtained;

(7) does not obstruct sight distance, parking circulation, sidewalks, accessible routes, doors, windows, or character-defining architectural features;

(8) is mounted in a manner that avoids unnecessary damage to historic materials;

(9) receives any certificate of appropriateness or historic preservation approval required by City ordinance; and

(10) is limited to one such sign per business or tenant frontage unless a variance or master sign plan authorizes additional signs.

(e) The City Council may adopt additional historic district sign illustrations, pattern books, or administrative design examples showing acceptable post, bracket, hanging, window, wall, and awning signs.

(f) If a certificate of appropriateness or other historic preservation approval is required by City ordinance for a sign in a historic district, that approval shall be obtained as required by the applicable historic preservation ordinance. The sign administrator may consult with the historic preservation officer, historic preservation staff, or the Historic Preservation Commission as

authorized by City ordinance, but no additional advisory or approval requirement is created by this Chapter unless expressly stated by ordinance.

(g) The City shall apply historic district sign standards without regard to viewpoint.

(h) A lawfully existing nonconforming pole sign or pole sign structure in a historic district may continue subject to Article 26.04 *[Existing, Nonconforming, Abandoned, and Damaged Signs]*. Continued lawful use of such a sign or sign structure does not require a variance solely because the sign or structure exceeds the default height or form otherwise allowed by this Section.

(i) An existing pole sign structure in a historic district that is taller than the default height otherwise allowed by this Section, or that does not currently display sign copy, may be considered for administrative variance approval under Section 26.03.006 *[Administrative variances]* if the structure was lawfully erected, has not been abandoned, is structurally sound, and the proposed sign remains historically compatible and does not increase the height, location, footprint, number of supports, signable area, or overall degree of nonconformity.

DRIPPING SPRINGS
Texas

Open spaces, friendly faces.

Received on/by:

Date, initials

Application For An
Alternative Standard/Special Exception/Variance/Waiver

Project Name: Short Mama's Bistro

Project Address/Legal Description: 101 College Street

Project Applicant Name: Patrick Fox

Mailing Address: 101 College Street, Dripping Springs, TX 78620

Email Address: patfox@shortmama.com

Phone Number: 512-858-1800

Owner's Name (if different from Applicant): N/A

Mailing Address:

Email Address:

Phone Number:

Type of Application (check box):

- ☐ Alternative Standard
- ☐ Special Exception
- ☒ Variance
- ☐ Waiver

Description of request & reference to section of the Code of Ordinances applicable to request: The City recently enacted Chapter 26 - Signs to the Code of Ordinances. The new sign ordinance no longer permits "pole" signs. An exception exists for signs in the Historic District, but the Historic District has yet to adopted any sign parameters. Applicant is proposing a sign, consistent with its historical roots, that requires a variance. Pole signs are prohibited pursuant to Section 26.01.009(17). This variane is sought pursuant to Section 26.03.003.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/ Waiver is being requested: New Sign Ordinance does not consider appropriate signage for Historic District. New Sign Ordinance does not contemplate commercial property that fronts 2 streets

Description of how the project exceeds Code requirements to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver: Requested signs are much smaller, and far more appropriate, than permitted monument sign!

Submittal Checklist:

- [x] Signed and Completed Application
- [ ] Required Fee Paid $ 0 - Historic District Waiver
  reference online ***Master Fee Schedule*** *for more details*
- [x] Billing Contact Form

Exhibits

- [x] Photographs
- [x] Map/Site Plan
- [ ] Architectural Elevation
- [x] Other: pole rendering; sign graphics

Upon submittal of application, a Public Notice sign is ***required*** *to be displayed at the project property within 48 hours (exceptions apply in cases of signage, lighting, exterior design and landscaping applications). Signs can be picked up at the City Offices for a deposit fee of $100. Once a permit has been issued, signs in good condition can be returned for a $75 refund.*

- [ ] Pick up Public Notice Sign, $100 deposit

All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete. ***Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

K Fox — Signature of Applicant

7/29/26 — Date

N/A — Signature of Owner (or attached letter of consent)

Date

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that the undersigned is authorized to act as my agent and representative with respect to this Application and the City's conditional use permit process. (As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

_____
Name

_____
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 30th day of July, 2026 by Patrick Fox.

Brandis N King
Notary Public, State of Texas

My Commission Expires: 3/14/28

Patrick Fox
Name of Applicant

BRANDIS N. KING
Notary Public, State of Texas
Comm. Expires 03-14-2028
Notary ID 1305[illegible]325

Received on/by:

Date, initials

DRIPPING SPRINGS
Texas

Open spaces, friendly faces.

BILLING CONTACT FORM

Project Name: Short Mama's Bistro

Project Address: 101 College

Project Applicant Name: Patricia Fox, Manager

Billing Contact Information

Name: Short Mama's Holdings, LLC

Mailing Address: 101 College
Dripping Springs, TX 78620

Email: pat fox@shortmama.com Phone Number: 512-858-1800

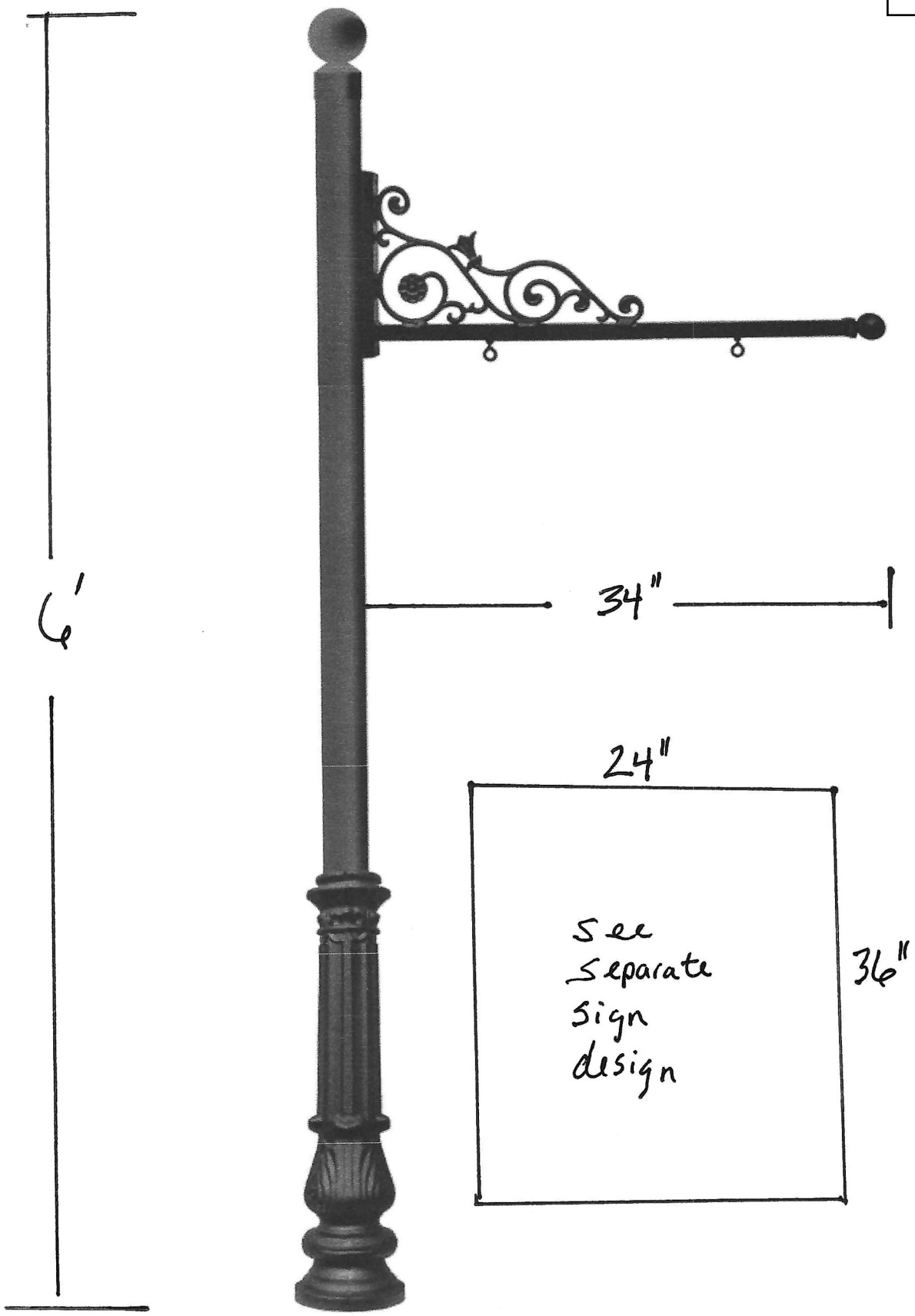
Type of Project/Application (check all that apply):

- ☐ Alternative Standard
- ☐ Certificate of Occupancy
- ☐ 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.*

P K Fox
Signature of Applicant

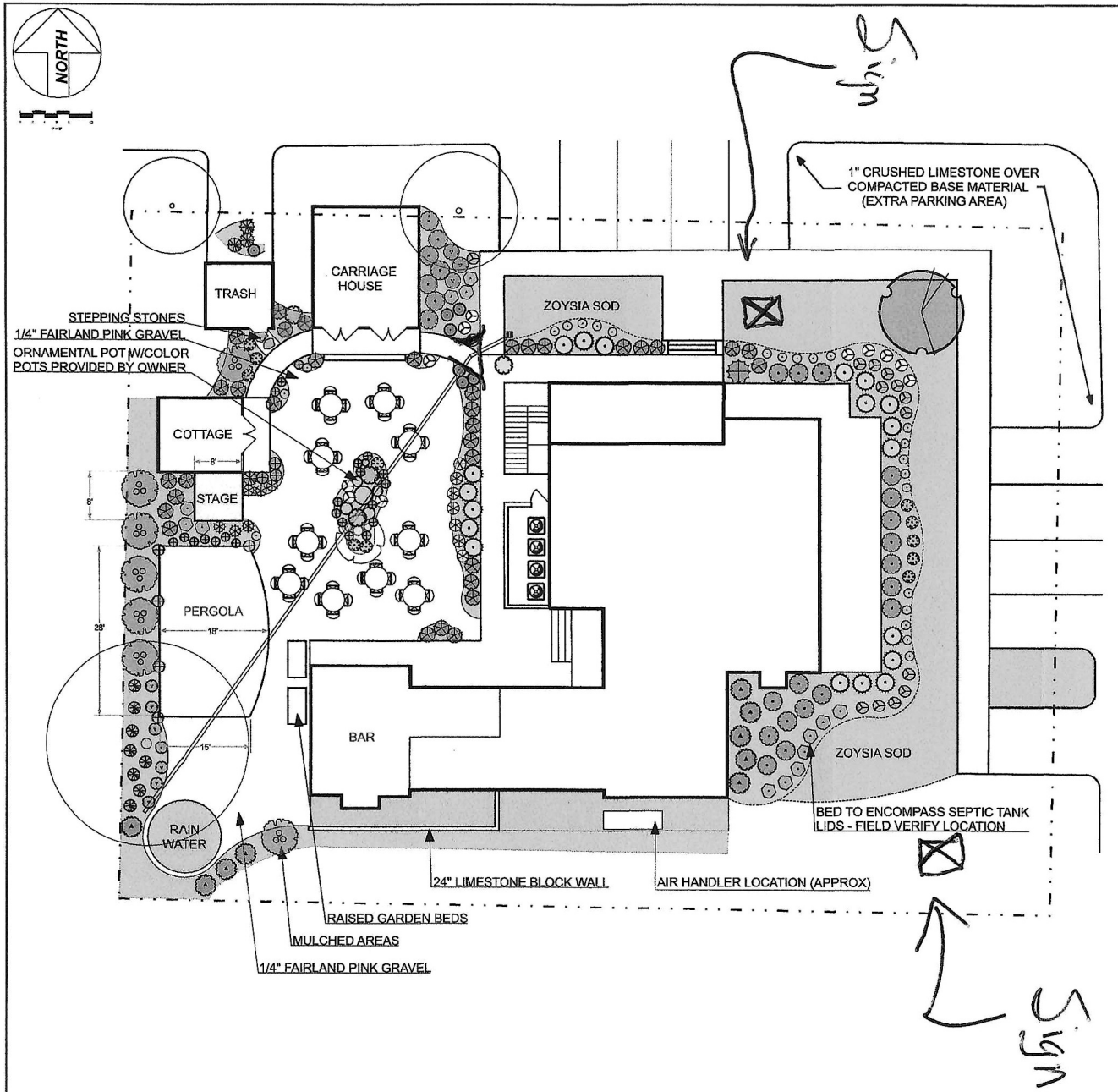
7/29/20
Date


6'
34"
24"
See
Separate
Sign
design
36"

SHORT MAMA'S



BISTRO



Landscape

Quantity	Symbol	Description
Grasses		
8		Inland Sea Oats 3 gal.
25		Liriope, Giant 1 gal.
Large Shrubs		
1		Holly "Nellie R. Stevens" 15 gal.
19		Rose "Julia Child" 5 gal.
9		Viburnum, Spring Bouquet 5 Gal.
Large Trees		
1		Oak, Monterey 45 gal.
Perennials		
11		Blue Plumbago 1 gal.
7		Fall Aster 1 gal.
23		Guara 1 gal.
6		Mexican Mint Marigold 1 gal.
13		Mistflower, Gregg's 1 gal.
4		Pride of Barbados 5 gal.
13		Salvia "Indigo Spires" 1 gal.
7		Salvia greggii "White" 1 gal.
12		Silver Ponyfoot 1 gal.
7		Turk's Cap 1 gal.
Small Shrubs		
25		Abelia "Ed Goucher" 5 gal.
4		Jerusalem Sage 3 gal.
3		Leopard Plant 5 gal.
34		Yew "Pringle's Dwarf" 5 gal.
Small Trees		
1		Crape Myrtle "Natchez" 45 gal.
7		Magnolia "Little Gem" 45 gal.
Vines		
5		Crossvine 5 gal.

COMPANY:
10221 SIGNAL HILL ROAD
AUSTIN, TEXAS 78737
512-844-2291
DENMAN@TERRAINTX.COM

SHEET DESCRIPTION:
LANDSCAPE IRRIGATION PLAN

PROJECT:
SHORT MAMA'S BISTRO
101 COLLEGE STREET
DRIPPING SPRINGS, TX

REVISIONS:
6/17/26

DATE:
6/1/26

JOB NUMBER:
N/A

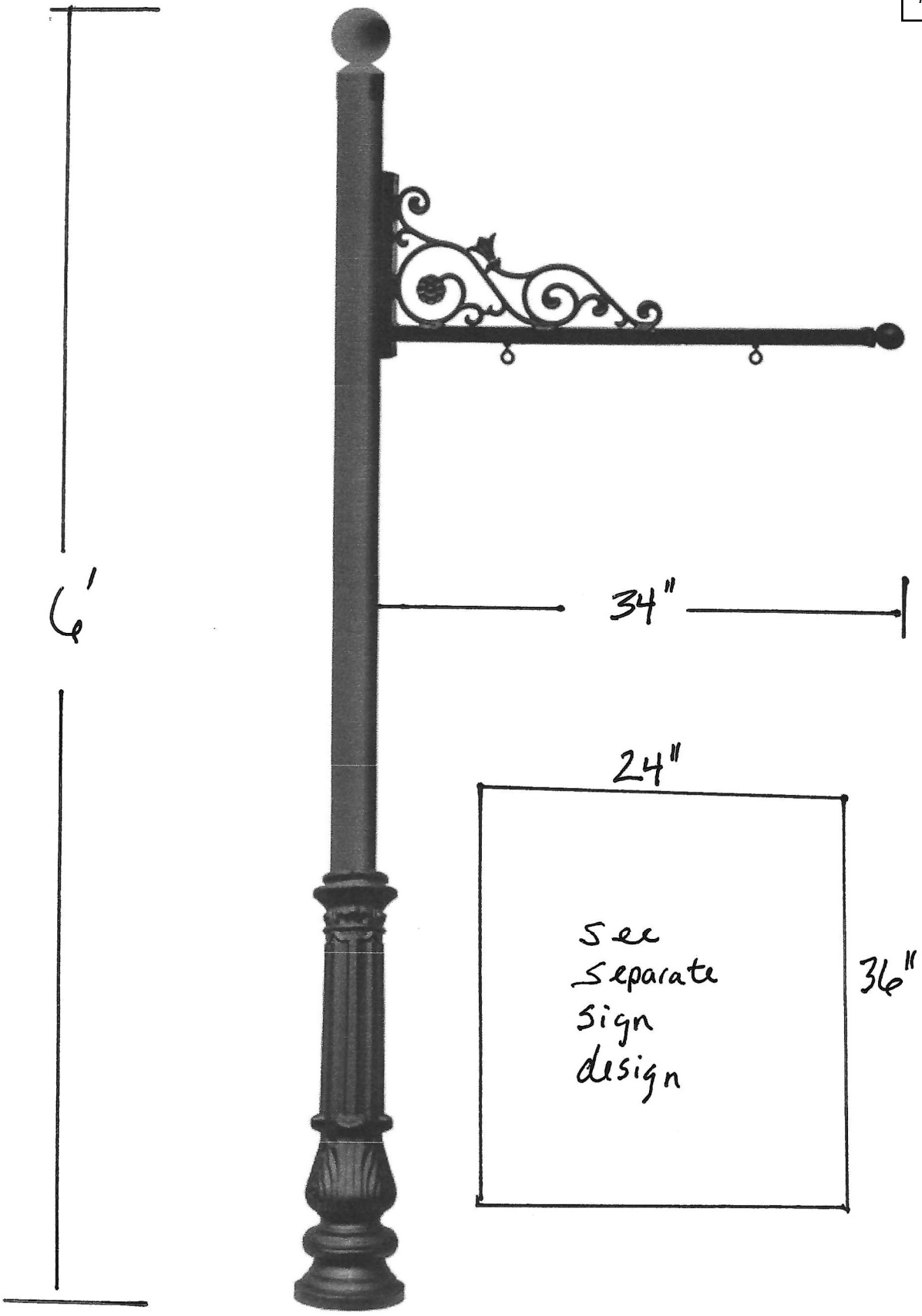
DRAWN BY:
WCD

CHECKED BY:
N/A

SCALE:
1" = 8'

SHEET:
1 of 1

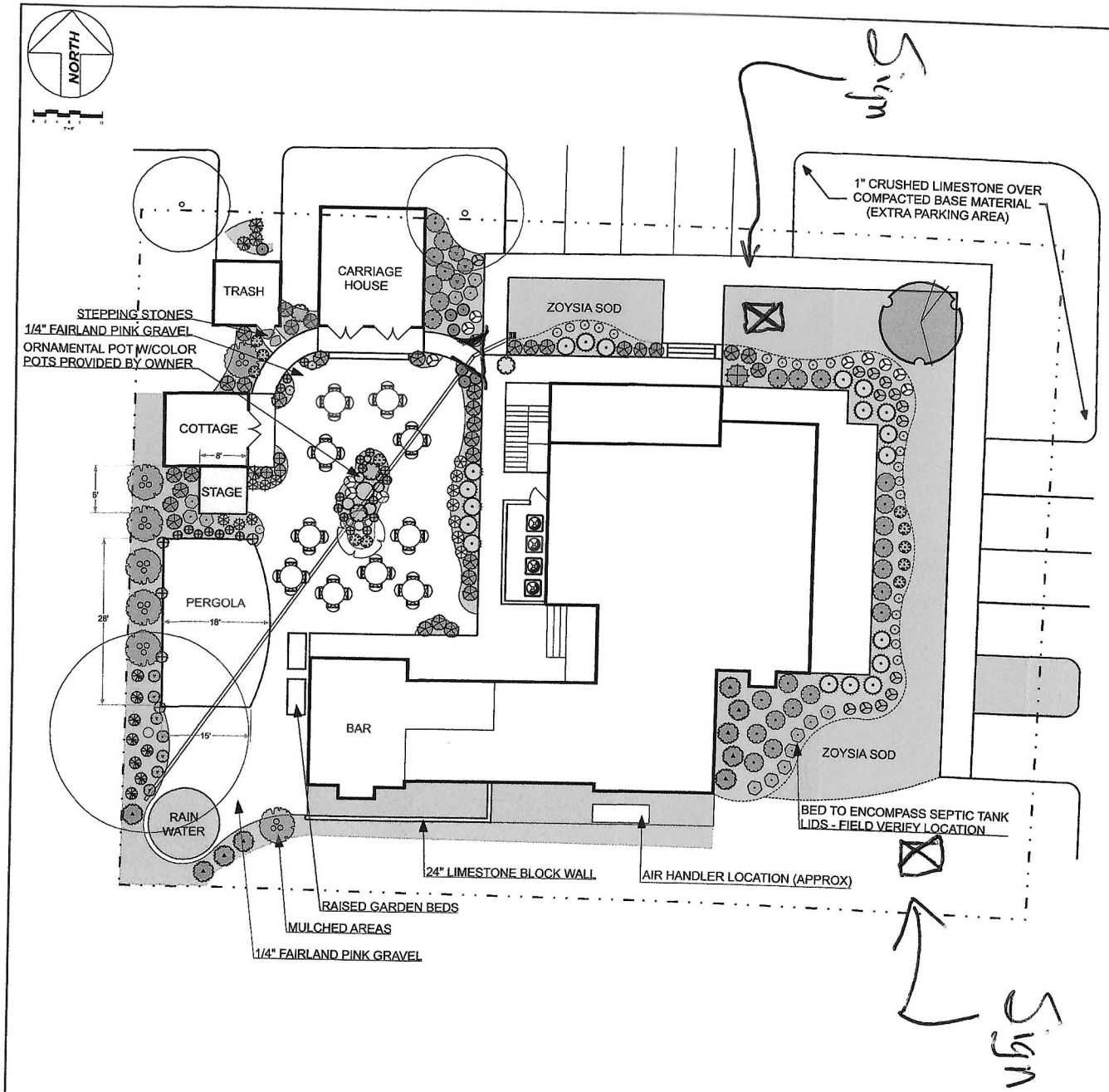
Item 9.


6'
34"
24"
See
Separate
Sign
design
36"

SHORT MAMA'S



BISTRO



Landscape

Quantity	Symbol	Description
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Large Shrubs		
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19		Rose "Julia Child" 5 gal.
9		Viburnum, Spring Bouquet 5 Gal.
Large Trees		
1		Oak, Monterey 45 gal.
Perennials		
11		Blue Plumbago 1 gal.
7		Fall Aster 1 gal.
23		Guara 1 gal.
6		Mexican Mint Marigold 1 gal.
13		Mistflower, Gregg's 1 gal.
4		Pride of Barbados 5 gal.
13		Salvia "Indigo Spires" 1 gal.
7		Salvia greggii "White" 1 gal.
12		Silver Ponyfoot 1 gal.
7		Turk's Cap 1 gal.
Small Shrubs		
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4		Jerusalem Sage 3 gal.
3		Leopard Plant 5 gal.
34		Yew "Pringle's Dwarf" 5 gal.
Small Trees		
1		Crape Myrtle "Natchez" 45 gal.
7		Magnolia "Little Gem" 45 gal.
Vines		
5		Crossvine 5 gal.

COMPANY:
10221 SIGNAL HILL ROAD
AUSTIN, TEXAS 78737
512-844-2251
DENMAN@TERRAINTX.COM

SHEET DESCRIPTION:
LANDSCAPE IRRIGATION PLAN

PROJECT:
SHORT MAMA'S BISTRO
101 COLLEGE STREET
DRIPPING SPRINGS, TX

REVISIONS:
6/17/26

DATE:
6/1/26

JOB NUMBER:
N/A

DRAWN BY:
WCD

CHECKED BY:
N/A

SCALE:
1" = 8'

SHEET:
1 of 1

DRIPPING SPRINGS
Texas

Short Mama's Bistro Sign Variance Request

Michelle Fischer, Sign Administrator

September 15, 2026

Short Mama's House, 101 College Street



September 1, 2026

DRIPPING SPRINGS
Texas

Variance Request

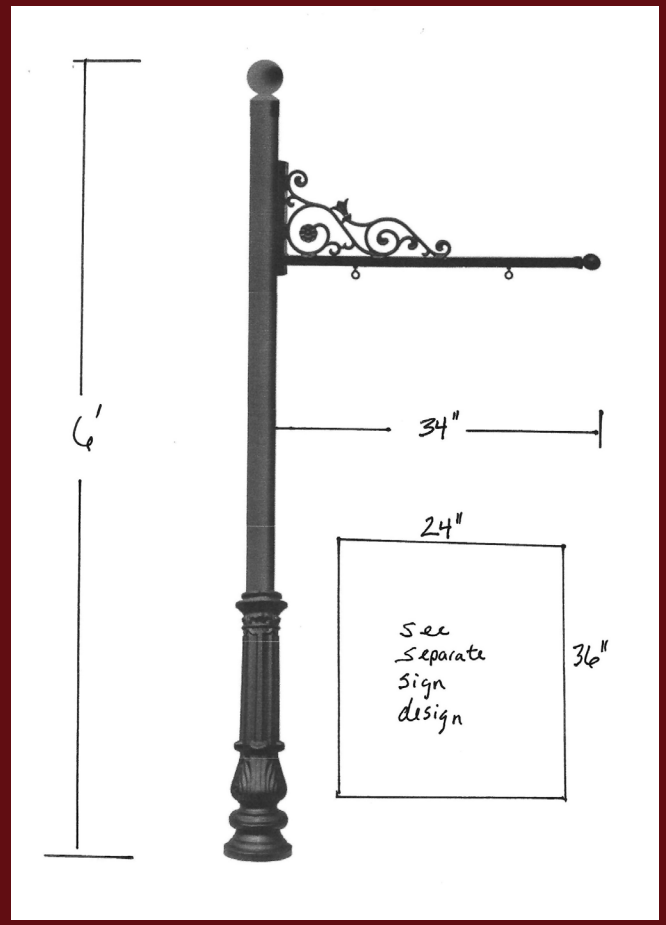
- Variance to allow two Pole Signs
- Chapter 26.01.009 9b)(17) of the City's Code of Ordinances prohibits Pole Signs
- Multi-unit complex is allowed free standing Monument Sign
  - One Monument Sign
  - 6 feet in height
  - 48 square feet in sign area
- Proposed Pole Signs
  - Two Pole Signs
  - Decorative metal pole with arm
  - 6 feet in height
  - 6 square feet in sign area
  - 12 square feet in combined sign area

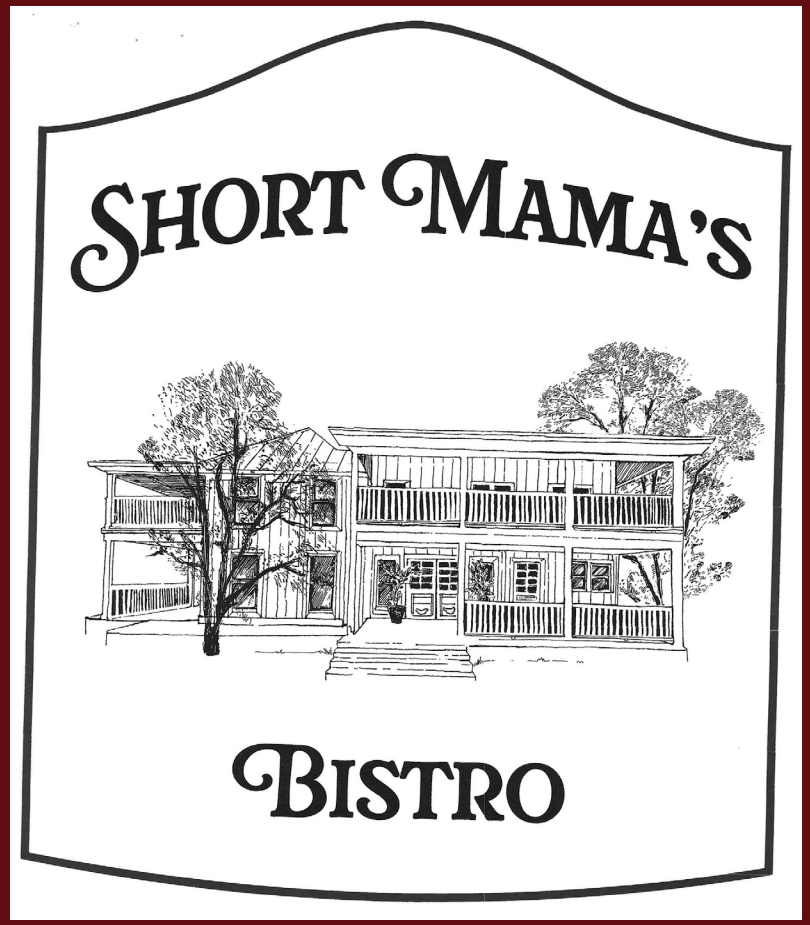


Multi-unit complex monument sign example

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Texas

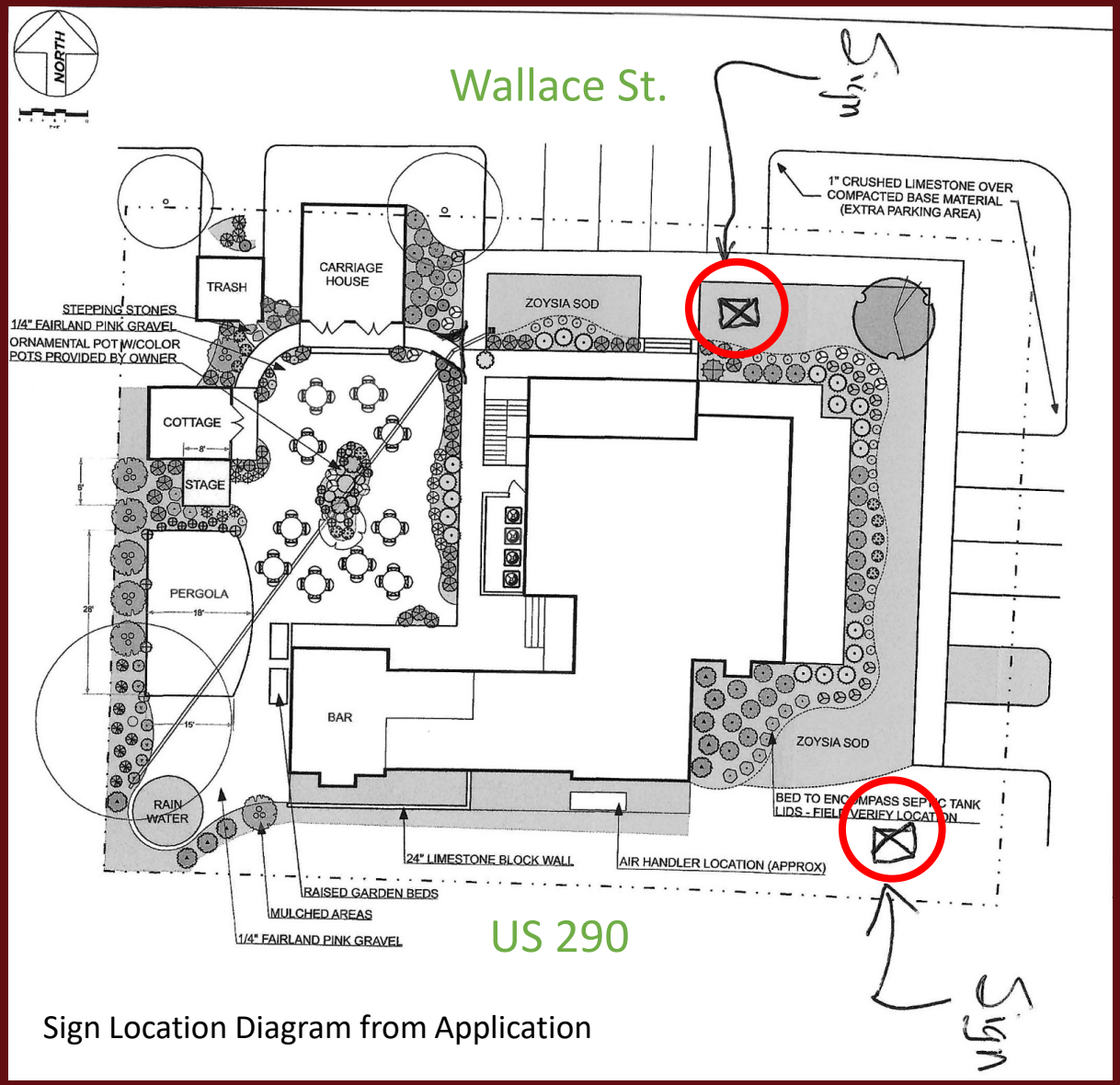
Proposed Decorative Pole and Sign





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Texas

Proposed Pole Sign Locations



College St.

Sign Location Diagram from Application

DRIPPING SPRINGS
Texas

Factors that make a Pole Sign appealing in the Mercer St. Historic District

- Historically, many of the buildings in the District had Pole Signs
- Several Pole Sign structures are still in use
- Some properties have reduced or no setbacks
- On street parking in front of buildings impairs visibility
- District is becoming more pedestrian friendly
- Monument Signs would appear overly large and are not compatible with the era of historic significance



DRIPPING SPRINGS
Texas

Sign Ordinance Rewrite

- Currently being rewritten and includes a section for signage in historic districts
- Changes are based on historic district business owner, property owner, Council Member, and staff feedback
- Changes, if approved, will allow Pole Signs in the historic districts that are similar to the signs proposed by the applicant





DRIPPING SPRINGS
Texas

Considerations for Granding a Variance

1) Special or unique hardship because of the size or shape of the property, or the visibility of the property from public roads.

2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property.

✓ 3) Sign location, configuration, design, materials, and colors are harmonious with the hill country setting.

✓ 4) Natural colors and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged.

✓ 5) Sign and its supporting structure should be in architectural harmony with the surrounding structures.

DRIPPING SPRINGS
Texas

Considerations for Granting a Variance, *continued*

✓ 6) Mitigation measurers related to the sign in question or other sign on the same premises.

7) Demonstrated and documented correlation between variance and protecting the public health and safety.

✓ 8) Stage at which the variance is requested. City will be more inclined to consider a request when sought during earlier stage of construction approval process.

9) Whether the sign could have been included in a master signage plan.

10) Sign Administrator may authorize the remodeling, renovation, or alternation of a sign when some nonconforming aspect of the sign is thereby reduced.



Lou Breed stands in front of her boardinghouse in the 1920s. On April 6, 1923, the *San Marcos Record* reported: "Madames Glosson and Breed bought the Perry place and opened a hotel, where the traveling public can find first class accommodations." The building still stands at the corner of College Street and Highway 290. At the time of the photograph, the boardinghouse faced the Haydon Cotton Gin, which later burned down.

Freeman, L.M., *Images of America: Around Dripping Springs* (Charleston, South Carolina, Arcadia Publishing, 2011), page 60.

DRIPPING SPRINGS
Texas

Recommendation

- Variance request meets several considerations for granting a variance
- Proposed Pole Signs comply with the *Mercer Street Historic District Guidelines*
- Recommend approval of allowing the two proposed Pole Signs with the condition that a Monument Sign will not be installed on the property

QUESTIONS?



DRIPPING SPRINGS
Texas

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: **Public hearing and consideration of approval of an ordinance repealing and replacing Chapter 26 (Signs) of the City of Dripping Springs Code of Ordinances; adopting revised sign regulations, procedures, and appendices; preserving and recodifying existing project-specific master sign plans under Article 26.11; and providing findings, repealer, severability, codification, and an effective date.**

Agenda Item Sponsor: TBD

A. Recommendation

Conduct the public hearing and consider approval of the proposed ordinance repealing and replacing Chapter 26 of the City of Dripping Springs Code of Ordinances.

B. Summary

The proposed ordinance is a comprehensive rewrite of Chapter 26 intended to make the City's sign regulations easier to understand, easier to administer, and more consistent with current policy goals relating to traffic safety, community character, business visibility, dark-sky protection, and constitutional sign regulation.

The draft reorganizes the sign regulations by property type, adds clearer permit and variance procedures, expands applicant guidance, updates lighting and electronic-sign standards, addresses existing and nonconforming signs in a more complete manner, preserves existing project-specific master sign plans through a new Article 26.11, and clarifies how murals, public art, and decorative treatment of structures such as rainwater tanks and cisterns are distinguished from regulated signage.

C. Background

The existing sign ordinance has been amended over time and contains a mix of district-based sign standards, permit requirements, existing-sign rules, and project-specific sign provisions. City staff prepared the proposed rewrite to improve internal organization, provide clearer applicant guidance, and incorporate feedback received from the business community, residents, and Council review.

The rewritten chapter preserves the City's core policy objectives while restructuring the ordinance into a more user-facing format. Instead of relying primarily on district-based standards and cross-references, the proposed chapter includes a step-by-step roadmap for applicants, sign standards by property type, practical appendices, a dedicated article addressing preserved and future project-specific master sign plans, and final clarifications explaining when murals, public art, and decorative treatment are outside Chapter 26 unless they function as advertising or site identification.

D. Key Features of the Proposed Ordinance

1. Reorganization and usability improvements

The draft reorganizes Chapter 26 into a clearer structure with:

- general provisions and definitions;
- sign standards by property type;
- permit, variance, appeal, and master sign plan procedures;
- existing, nonconforming, abandoned, and damaged sign provisions;
- enforcement provisions; and
- appendices intended to help applicants understand how the ordinance applies to a proposed sign.

The draft also adds a "How to use this Chapter" section, a revised Appendix A quick-reference table, and applicant-facing appendix guidance addressing murals, public art, and decorated functional features.

2. Updated sign standards

The proposed ordinance revises and clarifies standards for residential, multifamily, manufactured home, commercial, industrial, institutional, public, agricultural, and multi-unit properties. It also adds or refines standards for corridor and gateway areas, historic districts, real estate signs, daily display signs, flags, banners, and directional signs.

3. Permit, variance, and appeal procedures

The draft provides more detailed application requirements, review deadlines, administrative variance standards, City Council variance standards, and appeal procedures. It is intended to make the process more predictable for applicants and to provide clearer decision-making standards for staff and Council.

4. Existing and nonconforming signs

The draft includes a more complete article addressing maintenance of existing signs, lawful nonconforming signs, newly annexed or newly regulated signs, damaged signs, abandoned signs, redevelopment-related sign compliance plans, and voluntary compliance incentives.

5. Preservation of project-specific master sign plans

The draft creates a new Article 26.11 to preserve previously approved project-specific master sign plans and to provide a clearer codification system for future project-specific master sign plans.

E. Public Feedback and Review

City staff circulated the draft for review and received comments from business owners, community stakeholders, and Council review. The draft was revised in response to that feedback.

Major feedback themes included:

- improving readability and applicant usability;
- clarifying wall-sign and monument-sign standards;
- improving treatment of ETJ properties and state-law exceptions;
- adding more objective standards where feasible;
- clarifying banner duration and daily display sign limits;
- strengthening the explanation of lawful existing and nonconforming signs;
- refining variance and appeal procedures; and
- reviewing content-neutrality issues and other legal-risk questions in the prohibited-sign and electronic-sign provisions.

The current final draft reflects many of those comments through revised wall-sign standards, revised monument-sign standards, accessory digital display language, revised flag language, expanded appendices, stronger applicant guidance, revised appeal timelines, clearer nonconforming-sign provisions, and a final clarification package addressing murals, public art, and decorated structures such as rainwater tanks and cisterns.

F. Considerations

In considering the ordinance, Council may wish to focus on the following:

- whether the revised chapter appropriately balances business visibility with traffic safety, aesthetics, dark-sky protection, and community character;
- whether the sign standards are sufficiently objective and predictable for ordinary applicants;
- whether the revised appendices and applicant guidance materials provide enough practical direction;
- whether the City is comfortable with the treatment of electronic signs, accessory digital displays, daily display signs, and corridor visibility issues;
- whether the final ordinance provides the desired distinction between murals, public art, decorative treatment, and regulated signage, including treatment of decorated rainwater tanks and cisterns; and
- whether the preservation and recodification framework for project-specific master sign plans is sufficient for current and future administration.

G. Fiscal/Administrative Impact

The ordinance is expected to have an administrative implementation impact rather than a direct fiscal impact. If adopted, staff will need to:

- update public-facing application materials and guidance documents;
- confirm that Appendix A, Appendix B, and related presentation materials match the final adopted ordinance;
- maintain or update web-based materials, maps, forms, and related references;
- continue maintaining official and convenience copies of preserved master sign plans; and
- implement the revised permit, variance, and enforcement procedures.

H. Suggested Motion

Move to approve the ordinance repealing and replacing Chapter 26 (Signs) of the City of Dripping Springs Code of Ordinances, adopting revised sign regulations, procedures, and appendices, preserving and recodifying existing project-specific master sign plans under Article 26.11, and providing findings, repealer, severability, codification, and an effective date.

I. Attachments

- Proposed Sign Ordinance
- Table of Concordance showing changes relative to existing ordinance
- Table of changes between July 2026 public consultation draft and final draft
- Existing Chapter 26 ordinance

City of Dripping Springs

Sign Ordinance

ORDINANCE No. YYYY-##

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, REPEALING AND REPLACING CHAPTER 26 (SIGNS) OF THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES; ADOPTING REVISED SIGN REGULATIONS, PROCEDURES, AND APPENDICES IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PRESERVING AND RECODIFYING EXISTING PROJECT-SPECIFIC MASTER SIGN PLANS THROUGH ARTICLE 26.11 OF EXHIBIT "A"; PROVIDING FOR FINDINGS OF FACT; ENACTMENT; ADOPTION OF EXHIBIT "A"; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs has adopted sign regulations codified in Chapter 26 of the City of Dripping Springs Code of Ordinances; and

WHEREAS, the City Council finds that signs are an important way for businesses, residents, property owners, public agencies, and other speakers to communicate, and that the size, height, location, lighting, construction, and design of signs may affect traffic safety, pedestrian safety, visual clutter, neighborhood character, scenic views, dark skies, and the historic Hill Country character of the City; and

WHEREAS, the City Council further finds that the City's existing sign regulations would benefit from reorganization, clarification, updated applicant guidance, improved procedures, revised standards addressing modern sign types, improved treatment of existing and nonconforming signs, and a clearer framework for project-specific master sign plans; and

WHEREAS, the City Council desires to repeal and replace existing Chapter 26 and to adopt a revised Chapter 26 in the form attached to this Ordinance as Exhibit "A"; and

WHEREAS, the City Council further desires that Exhibit "A" preserve and recodify existing project-specific master sign plans through Article 26.11 and provide a consistent codification framework for future project-specific master sign plans; and

WHEREAS, the City Council finds that adoption of revised Chapter 26 in the form of Exhibit "A" promotes the public health, safety, welfare, traffic safety, business visibility, community character, historic preservation, dark-sky protection, orderly administration of the City's sign regulations, and clearer distinction between non-sign art or decorative treatment and regulated signage; and

WHEREAS, pursuant to Section 51.001, Texas Local Government Code, the City has general authority to adopt ordinances and regulations necessary or proper for the good government, peace, and order of the City; and

WHEREAS, pursuant to Chapter 216, Texas Local Government Code, the City has authority to regulate signs and billboards within the City and, to the extent authorized by law, within the City's extraterritorial jurisdiction; and

WHEREAS, the City Council finds that adoption of this Ordinance and Exhibit "A" is in the best interests of the City and its residents.

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 expressly set forth herein.

2. Enactment

The City Council hereby repeals and replaces Chapter 26 (Signs) of the City of Dripping Springs Code of Ordinances and adopts revised Chapter 26 in the form attached to this Ordinance as **Exhibit "A"**, which is incorporated herein for all purposes as if fully set forth in the body of this Ordinance.

3. Adoption of Exhibit "A"

(a) Exhibit "A," attached hereto and incorporated herein, shall constitute the adopted text of revised Chapter 26 (Signs) of the City of Dripping Springs Code of Ordinances.

(b) Exhibit "A" includes, without limitation:

(1) general sign provisions, definitions, and interpretive rules;

(2) sign standards by property type;

(3) permit, variance, appeal, and master sign plan procedures;

(4) existing, nonconforming, abandoned, and damaged sign provisions;

(5) enforcement, violations, and remedies provisions;

(6) applicant and quick-reference appendices; and

(7) Article 26.11 preserving and recodifying existing project-specific master sign plans and establishing a codification framework for future project-specific master sign plans.

(c) To the extent Exhibit "A" identifies that a site-specific master sign plan, development agreement, planned development ordinance, historic district standard, or other site-specific ordinance controls when it expressly modifies a sign standard, such hierarchy shall apply as stated in Exhibit "A".

4. Repeal and Replacement of Existing Chapter 26

Upon the effective date of this Ordinance, the existing text of Chapter 26 (Signs) is repealed and replaced in its entirety by Exhibit "A," except that nothing in this Ordinance is intended to invalidate, repeal, impair, or terminate a previously approved project-specific master sign plan except to the extent expressly stated in Exhibit "A" or another subsequently adopted ordinance.

5. Preservation and Recodification of Existing Project-Specific Master Sign Plans

The City Council hereby adopts the preservation and recodification framework set forth in Article 26.11 of Exhibit "A." Existing project-specific master sign plans preserved by Exhibit "A" shall remain valid and controlling according to their terms and the hierarchy rules stated in Exhibit "A."

6. Codification and Records

(a) The City Secretary is hereby directed to record this Ordinance in the official records of the City and to cause the City's Code of Ordinances, codification materials, and related City records to be updated to reflect adoption of Exhibit "A" as Chapter 26 (Signs).

(b) The City Secretary, City Administrator, Planning Director, Building Official, and their designees are authorized to make non-substantive formatting, numbering, captioning, citation, and codification adjustments necessary to incorporate Exhibit "A" into the City Code, provided that no such adjustment changes the substantive meaning of the adopted regulations.

7. Repealer

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, orders, resolutions, rules, regulations, and parts thereof that are in conflict or inconsistent with this Ordinance or Exhibit "A" are hereby repealed to the extent of such conflict, and this Ordinance together with Exhibit "A" shall control as to the matters regulated herein.

8. Severability

Should any clause, sentence, paragraph, subsection, section, exhibit provision, or part of this Ordinance or Exhibit "A" 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 or Exhibit "A," which shall remain in full force and effect.

9. Effective Date

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

10. 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 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

DRIPPING SPRINGS
Texas

SIGN ORDINANCE

Effective Date: [Insert Date]

Adopted by: Ordinance No. [Insert Ordinance Number]

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CHAPTER 26. SIGNS

Article 26.01 General Provisions

Section 26.01.001. Title

This Chapter is the Sign Ordinance of the City.

Section 26.01.002. Purpose and findings

(a) The City adopts this Chapter under Texas Local Government Code Chapter 216 and the City's other lawful authority to protect public health, safety, welfare, traffic safety, community character, and local economic vitality.

(b) The City Council finds that signs are an important way for businesses, residents, property owners, public agencies, and other speakers to communicate. The City also finds that the size, height, location, lighting, construction, and design of signs can affect traffic safety, pedestrian safety, visual clutter, property values, neighborhood character, scenic views, dark skies, and the City's historic Hill Country character.

(c) This Chapter is intended to:

(1) make sign rules easier to understand and administer;

(2) allow businesses and property owners reasonable and practical sign visibility;

(3) preserve the City's small-town, Hill Country, and historic character;

(4) reduce visual clutter and traffic distractions;

(5) protect dark skies and avoid light glare and trespass;

(6) provide clear permit, variance, appeal, and master sign plan procedures;

(7) regulate signs in a content-neutral manner to the greatest extent allowed by law; and

(8) preserve and not restrict constitutionally protected noncommercial speech.

(d) This Chapter regulates signs based on physical and locational characteristics, including sign type, size, height, lighting, movement, materials, placement, zoning district, land use, building frontage, safety impacts, and relationship to the property where the sign is located. The City does not intend to regulate speech because of agreement or disagreement with any viewpoint.

(e) If any provision of this Chapter is ambiguous, the provision shall be interpreted to avoid unconstitutional content-based or viewpoint-based regulation and to preserve the City's lawful interests in traffic safety, aesthetics, historic preservation, dark-sky protection, and orderly land use.

Section 26.01.003. Where this Chapter applies

(a) This Chapter applies to all signs within the City limits.

(b) This Chapter applies within the City's extraterritorial jurisdiction to the extent authorized by Texas law, including Texas Local Government Code Chapter 216.

(c) Every sign must also comply with applicable building, electrical, fire, zoning, subdivision, outdoor lighting, historic preservation, and right-of-way requirements.

(d) If a valid master sign plan, including a preserved project-specific master sign plan under Article 26.11 *[Preserved and Future Project-Specific Master Sign Plans]*, development agreement, planned development ordinance, historic district standard, or other site-specific ordinance expressly addresses or modifies a sign standard, sign type, sign location, sign dimension, sign material, sign lighting standard, sign approval, sign condition, or sign procedure for a specific property, that site-specific provision controls for the covered property unless state or federal law requires otherwise. If the site-specific approval does not expressly address or modify the issue, the generally applicable provisions of this Chapter control.

Section 26.01.004. How to use this Chapter

A person planning to install, replace, alter, or display a sign should use the following steps:

(1) Check whether the sign is prohibited. See Section 26.01.011 *[Prohibited signs]*.

(2) **Check whether a permit is required.** See Article 26.03 *[Permits, Variances, Appeals, and Master Sign Plans]* and the sign tables in Appendix A.

(3) **Find the property category.** Use Article 26.02 *[Sign Standards by Property Type]* for residential, multifamily, manufactured home, commercial, industrial, institutional, public, agricultural, and multi-unit properties.

(4) **Check general rules.** Lighting, maintenance, safety, height, location, right-of-way, and construction rules apply even when no permit is required.

(5) **Check special areas.** Historic districts, approved master sign plans, and preserved project-specific master sign plans under Article 26.11may add to, modify, or replace generally applicable standards for the covered property.

(6) **Ask early if relief is needed.** If a sign cannot meet the standards, the applicant should request an administrative variance, City Council variance, or master sign plan before ordering or installing the sign.

Section 26.01.005. General interpretation rules

(a) This Chapter shall be administered in a practical, even-handed, and content-neutral manner.

(b) A sign allowed for a commercial message may instead display a noncommercial message, without additional approval, if the sign otherwise complies with the physical, structural, lighting, location, and timing standards that apply to that sign.

(c) The City shall not deny a sign permit, variance, appeal, or master sign plan because of the viewpoint expressed on a sign.

(d) A sign is reviewed as a physical object and structure. The City may read a sign only to the extent necessary to determine objective facts such as whether the sign is on-premises or off-premises, whether it is government-required, whether it is a traffic-control device, whether it identifies address information, whether it is a safety warning, or whether a rule required by law applies.

(e) A mural, public art installation, or decorative treatment of a structure, including a rainwater tank, cistern, water-storage feature, screening element, or similar feature, is not a sign unless it is designed, intended, or used primarily to communicate a commercial message, identify a business, tenant, premises, product, service, event, or activity, direct attention to a commercial activity, or otherwise function as advertising or site identification.

(f) In determining whether a mural, public art installation, or decorative treatment is a sign, the City shall consider objective factors including the presence of text, logos, brand identifiers, pricing, menus, hours, directions, calls to action, repeated product or business promotion, or other features showing that the display functions primarily as advertising or identification rather than as art or decoration.

(g) Headings are for convenience only and do not limit the text.

(h) The word "shall" is mandatory. The word "may" is permissive.

(i) The singular includes the plural, and the plural includes the singular, unless context requires otherwise.

Section 26.01.006. Definitions

For purposes of this Chapter:

Abandoned sign means a sign or sign structure that is no longer used for a lawful ongoing activity on the property and meets Section 26.04.006 *[Abandoned or discontinued signs].*

Accessory digital display means a digital screen or electronic display that is customarily incidental and subordinate to an on-site business or use, including a drive-through menu board, ordering kiosk, fuel-price display, point-of-sale display, product-dispensing display, or similar operational screen, and that is not primarily intended to attract attention from off the premises.

Applicant means the person or entity requesting a sign permit, variance, appeal, or master sign plan.

Awning sign means a sign placed on or integrated into an awning. An awning is a cloth, plastic, metal, or other nonstructural covering attached to a building and projecting over a window, door, sidewalk, or other area.

Banner means a temporary or flexible sign made of cloth, canvas, vinyl, plastic, or similar material.

Billboard means an off-premises sign designed for periodic changes in copy or display and used for commercial advertising of goods, services, activities, persons, or property not located on the premises where the sign is installed.

Building frontage means the width of the building wall, storefront, tenant space, or leasehold area facing a street, parking area, pedestrian way, or customer entrance, as applicable.

Changeable copy sign means a sign on which letters, numbers, symbols, panels, or other display elements are changed manually or electronically.

City means the City of Dripping Springs, Texas.

Commercial district means property zoned office, local retail, general retail, commercial services, or another district allowing commercial use; property in a planned development district allowing commercial use; or property in the ETJ appraised or used as commercial property.

Commercial message means speech that proposes a commercial transaction or relates primarily to the economic interests of the speaker and the audience.

Construction or development sign means a temporary sign located on property where approved construction or development is underway or planned.

Daily display sign means a portable A-frame, sandwich-board, easel, or similar sign that is displayed only during business hours and stored out of public view when the business is closed.

Dilapidated sign means a sign with missing, broken, illegible, faded, rotting, peeling, rusted, corroded, loose, unsafe, or non-code-compliant components.

Directional sign means an on-premises sign that helps people locate entrances, exits, parking, drive-through lanes, buildings, tenants, addresses, or similar site features.

Electronic sign means a sign with text, images, numbers, symbols, or display elements formed by electronic, LED, digital, video, flashing, intermittent, or moving lights. Mere indirect illumination of a static sign is not an electronic sign.

ETJ means the City's extraterritorial jurisdiction as authorized by Texas law.

Facade means the exterior face of a building, including parapet walls and wall planes facing the same general direction.

Feather banner means a tall, narrow, flexible sign attached to a pole or frame, commonly called a feather flag, sail flag, teardrop flag, or blade flag.

Flag means a fabric or flexible display attached to a pole or building by one edge and designed to move naturally by wind. A feather banner, pennant, streamer, inflatable display, and other fabric or flexible display designed primarily as an attention-getting device rather than a conventional flag is not a flag. A display is not exempt as a flag if it exceeds the number, size, height, lighting, setback, or location limits applicable to flags under this Chapter.

Freestanding sign means a sign supported by the ground and not attached to a building.

Government sign means a sign placed, authorized, required, or maintained by a federal, state, county, municipal, school district, water district, emergency services district, or other governmental entity acting in its governmental capacity.

Hanging sign means a sign suspended from the underside of a roof, canopy, porch, awning, arcade, or similar overhead structure.

Height means the vertical distance from the grade used for measurement to the highest point of the sign or sign structure. For monument signs, height is measured from natural grade at the sign location unless this Chapter allows a grade adjustment. If property next to a public right-of-way is lower than the right-of-way grade, the grade for measurement may be raised only to match the average right-of-way grade and not more than four feet, subject to all applicable grading and drainage rules. Additional height requires a variance.

Hill Country style means straightforward, simple design using native materials, small-scale forms, simple massing schemes, dominant sheltering roof forms, wide eave overhangs, generous porches or permanent pedestrian shade structures, and numerous window and doorway openings, in a manner compatible with the historic and scenic character of Dripping Springs. This term shall be interpreted consistently with Articles 24.03 and 28.05 of this Code, as amended.

Historic district means an area designated by City ordinance as a historic district or subject to City historic preservation standards.

Illumination, indirect means lighting where the light source is shielded, directed, or integrated so that the light source is not glaring or directly visible in a way that violates the outdoor lighting ordinance.

Inflatable sign means a sign or display supported or expanded by air or gas.

Logo means a graphic symbol, mark, emblem, or stylized design used to identify a person, business, organization, product, service, or place.

Marquee sign means a sign attached to or integrated into a marquee or projecting canopy structure.

Master sign plan means an approved comprehensive sign program for a property, project, development, multi-unit complex, planned development, development agreement, or other defined area.

Mobile food vendor sign means a sign attached to or displayed on a mobile food establishment or vehicle-mounted food establishment.

Monument sign means a freestanding sign permanently attached to the ground through a base or enclosed supports. Visible poles are not allowed below the sign face unless specifically approved.

Mural means a painting, mosaic, fresco, or similar work of visual art applied directly to a wall or other permanent surface.

Natural colors or earth tones means muted colors commonly found in natural materials and landscapes, including browns, tans, grays, greens, creams, whites, rusts, muted blues, and muted reds.

Noncommercial message means speech that is not a commercial message. Examples may include civic, charitable, religious, ideological, political, or public-issue messages. These examples are illustrative only and do not limit protected noncommercial speech.

Nonconforming sign means a sign that was lawful when installed but does not comply with current standards.

Off-premises sign means a sign that directs attention to a commercial activity, goods, services, business, person, event, or real property not located on the premises where the sign is installed. The City's on-premises/off-premises distinction is a location-based rule and is not intended to favor or disfavor any topic or viewpoint.

On-premises sign means a sign related to an activity, goods, services, business, occupant, event, address, use, or property located on the premises where the sign is installed.

Outdoor lighting ordinance means the City's outdoor lighting regulations, including Article 24.06, as amended.

Permit means written City approval authorizing a sign under this Chapter.

Person-carried sign means a sign worn, held, or carried by a person and not installed on or affixed to the ground, a building, or another structure.

Pole sign means a freestanding sign supported by visible poles, posts, stakes, uprights, or braces.

Portable sign means a sign, other than a person-carried sign, designed or used to be moved and not permanently attached to the ground or a building. Daily display signs and person-carried signs allowed by this Chapter are not prohibited portable signs.

Premises means a lot, tract, parcel, building site, tenant space, leasehold area, or other distinct property area under common control or occupancy.

Property owner means the owner of the property where the sign is located. A tenant or lessee may act as property owner for sign purposes if authorized in writing by the property owner.

Public art means a mural, sculpture, installation, mosaic, or other work of visual art displayed for aesthetic, commemorative, cultural, civic, or educational purposes and not primarily intended to advertise, identify, direct attention to, or promote a business, product, service, event, premises, or other commercial activity.

Responsible party means a property owner, tenant, sign owner, business owner, contractor, installer, or other person who owns, installs, maintains, controls, authorizes, or has a legal duty to maintain or remove a sign.

Right-of-way means the area on, above, or below a public street, road, highway, alley, sidewalk, trail, or other publicly owned or controlled corridor, and includes a public drainage area, public utility easement, or similar public area to the extent the governmental entity with jurisdiction has the legal right to regulate sign placement there.

Roof sign means a sign located on, above, or projecting from a roof or roofline.

Sign means any structure, display, device, object, light, painting, drawing, plaque, poster, panel, banner, flag, figure, billboard, or other thing that is designed, intended, or used to communicate from a location visible outside an enclosed building. A display wholly inside an enclosed building and not intended to be viewed from outside is not a sign.

Sign administrator means the City officer appointed by the City Council to administer this Chapter, and includes the officer's designee. If no officer is appointed, the City Administrator serves as sign administrator.

Sign face means the display surface of a sign.

Signable area means the total area of a sign face, including frame and mounting, measured by the smallest regular geometric shape or combination of shapes that encloses the sign display. For back-to-back freestanding signs, only one side is counted if the sides are parallel or angled no more than four feet apart at the widest point and display the same physical sign structure. Required landscaping does not count toward signable area.

Temporary sign means a sign constructed of temporary or flexible materials or displayed for a limited time.

Vehicle sign means a sign attached to or displayed on a vehicle.

Wall sign means a sign attached to, painted on, or mounted against a building wall, fence, or detached wall on the same premises, with the sign face generally parallel to the wall and projecting no more than nine inches unless otherwise allowed.

Window sign means a sign, graphic, decal, film, lettering, or other visual display affixed to, painted on, or applied directly to the interior or exterior surface of a window or glass door of a building and visible from the exterior. Window signs include vinyl graphics, frosted or opaque film, painted lettering, and perforated or mesh window films. Window signs do not include merchandise, product displays, interior furnishings, or interior signs that are only incidentally visible through glass.

Section 26.01.007. Administration

(a) The sign administrator shall administer and enforce this Chapter.

(b) The sign administrator may:

(1) receive and review sign permit applications;

(2) approve, approve with conditions, or deny permits as provided by this Chapter;

(3) determine whether an application is complete;

(4) interpret this Chapter in writing;

(5) approve administrative variances authorized by this Chapter;

(6) refer variance or master sign plan requests to the City Council;

(7) inspect signs for compliance; and

(8) issue notices of violation and take enforcement action.

(c) The sign administrator shall apply this Chapter consistently and shall not consider the viewpoint of a proposed sign.

Section 26.01.008. General design and maintenance standards

Every sign, whether or not a permit is required, shall meet the following standards:

(1) The sign shall be structurally safe and maintained in good repair.

(2) The sign shall not create a traffic hazard, block sight distance, block a sidewalk or pedestrian route, interfere with emergency access, or obstruct a fire escape, exit, window, or door needed for egress.

(3) The sign shall comply with the outdoor lighting ordinance.

(4) The sign shall not produce glare or lighting that is directed outside the premises, except as allowed by the outdoor lighting ordinance.

(5) The sign shall not imitate or obscure a traffic-control device or emergency signal.

(6) The sign shall not be installed on public property, in the right-of-way, on a utility pole, on a traffic sign, or on public infrastructure unless specifically authorized by the City or other governmental entity with jurisdiction.

(7) The sign shall be maintained so that the face, supports, lighting, and structural elements are not dilapidated.

(8) If a sign includes an address, the address characters shall be at least six inches high unless another code requires a different size.

(9) A sign requiring a permit shall comply with the International Building Code, electrical code, and other adopted technical codes.

(10) A sign in or affecting a historic district shall also comply with applicable historic preservation standards.

Section 26.01.009. Signs allowed without a separate sign permit

The following signs are allowed without a separate sign permit if they comply with all applicable safety, lighting, location, and maintenance rules:

(1) Government signs and traffic-control devices.

(2) Signs required by federal, state, or local law.

(3) Official notices posted by governmental officers or agencies.

(4) Signs wholly inside an enclosed building and not intended to be viewed from outside.

(5) Signs wholly inside a sports field or court and oriented inward, up to 32 square feet and six feet in height.

(6) Vehicle signs on operable, licensed vehicles when the vehicle's primary purpose is transportation and the sign is attached to the vehicle, does not extend more than 18 inches from the vehicle body, does not obstruct driver visibility, and does not contain flashing or moving elements.

(7) Mobile food vendor signs reviewed as part of any required mobile food vendor approval.

(8) Vending machine signs that do not exceed the normal dimensions of the machine.

(9) Memorial tablets or plaques attached to a building or cut into masonry, up to six square feet.

(10) Small business information signs on or visible through doors or windows, such as hours, open/closed status, security system participation, accepted payment methods, trade memberships, or similar operational information, if the total area does not exceed five square feet.

(11) Parking signs on nonresidential property adjacent to parking spaces, up to four square feet and six feet in height.

(12) Signs expressly listed as permit-exempt in Article 26.02 *[Sign Standards by Property Type]* or Article 26.06 *[Appendix A. Quick Reference Sign Table]*.

(13) Changing a lawful commercial sign face to a noncommercial message, if there is no increase in size, height, lighting, structural support, or other regulated physical feature.

(14) Routine maintenance and like-for-like replacement of compliant parts, bulbs, fasteners, or faces, if no regulated physical feature is increased or made less compliant.

(15) A person-carried sign that is not installed on public property, is not displayed in or over a public right-of-way without authorization, is not displayed in a median, driveway throat, or traffic sight triangle, does not obstruct a sidewalk, accessible route, fire lane, required exit, or emergency access route, and does not include flashing, moving, or animated lights.

(16) A mural, public art installation, or decorative treatment that is not a sign under Section 26.01.005(e) and (f).

Section 26.01.010. Administrative equivalency for unlisted sign types

(a) The sign administrator may approve in writing an unlisted sign type without a variance when the administrator finds that the proposed sign's size, location, physical characteristics, lighting, and impacts are substantially similar to an allowed sign type, the proposed sign is consistent with the purposes of this Chapter, and the proposed sign otherwise complies with this Chapter and other applicable law.

(b) This section does not authorize the sign administrator to waive a mandatory dimensional limit, allow a prohibited sign type, or approve a sign that requires City Council approval, a variance, or a master sign plan under this Chapter.

Section 26.01.011. Prohibited signs

The following signs are prohibited unless specifically authorized by this Chapter, another City ordinance, a valid master sign plan, or state or federal law:

(1) Signs installed without a required permit.

(2) Signs not expressly allowed by this Chapter, except for a sign approved through a written administrative equivalency determination under Section 26.01.010 *[Administrative equivalency for unlisted sign types]*.

(3) Signs in or over a public right-of-way, except government signs, traffic-control devices, authorized right-of-way signs, or signs attached to a lawfully located building and projecting no more than 18 inches.

(4) Portable signs, except daily display signs allowed by this Chapter.

(5) Electronic signs or changeable electronic signs primarily intended to attract attention from a roadway, except where specifically approved by variance, master sign plan, or another specific provision of this Chapter. Accessory digital displays allowed elsewhere in this Chapter are not prohibited solely because some portion of the display is visible from a public right-of-way.

(6) Electronic signs that flash, scroll, display full-motion video, simulate movement, or change at a rate that creates a traffic-safety hazard, except where specifically approved by variance, master sign plan, or another specific provision of this Chapter.

(7) Signs with blinking, flashing, rotating, fluctuating, moving, or animated lights or parts.

(8) Searchlights and glare-producing reflective surfaces.

(9) Off-premises commercial signs, including new billboards, except lawful nonconforming signs addressed in Article 26.04 *[Existing, Nonconforming, Abandoned, and Damaged Signs]*.

(10) Signs that resemble, obstruct, or interfere with traffic-control devices or emergency signals.

(11) Signs, other than lawful flagpoles, taller than 15 feet unless specifically allowed by this Chapter, a master sign plan, or variance.

(12) Signs attached to utility poles, wires, traffic signs, public trees, public infrastructure, or government-owned property without written permission from the governmental entity with authority.

(13) Signs that obstruct fire escapes, required exits, windows, or doors.

(14) Boxes, tires, products, or goods stored or arranged so that large product identification functions as an outdoor sign.

(15) Feather banners.

(16) Inflatable signs, balloon signs, and similar air-supported signs.

(17) Banners on residential property.

(18) Pennants.

(19) Pole signs, except where specifically allowed.

(20) Roof signs, except where approved by variance, master sign plan, or another specific provision.

(21) Marquee signs, except where approved by variance, master sign plan, or another specific provision.

(22) Changeable copy signs, except where specifically allowed.

(23) Signs attached to trees, bushes, planters, benches, trash receptacles, or pedestrian elements, except required safety, use, or service-identification information customarily placed on the object.

(24) Portable or person-carried signs displayed in or over a public right-of-way, in a median, within a driveway throat, within a traffic sight triangle, or so as to obstruct a sidewalk, accessible route, fire lane, required exit, or emergency access route.

Section 26.01.012. Lighting

(a) All sign lighting shall comply with the outdoor lighting ordinance.

(b) Sign lighting shall be indirect, meaning the light source or luminous elements shall be shielded, diffused, reversed, recessed, or otherwise arranged to minimize glare, light trespass, and uplighting, and to direct light to the sign face and premises rather than into the sky, a roadway, or adjacent property, unless the outdoor lighting ordinance allows otherwise.

(c) Sign lighting shall not blink, flash, move, change intensity, change color, or create the appearance of emergency lighting. A static change in color or intensity no more than once per hour is allowed if otherwise compliant.

(d) Changeable electronic variable message signs visible from a roadway are prohibited unless approved under this Chapter.

(e) The City may require reduced brightness, shielding, timers, earlier shutoff, or other conditions to protect traffic safety, adjacent property, residential areas, dark skies, or historic character.

Section 26.01.013. Hill Country and historic character design preference

(a) The City strongly prefers signs that are compatible with Dripping Springs' historic, small-town, and Hill Country character.

(b) Preferred sign design includes:

(1) native or locally customary stone, wood, metal, masonry, stucco, or similar durable materials;

(2) muted, natural, or earth-tone colors consistent with the surrounding Hill Country environment;

(3) human-scale design with simple forms, simple massing, and sheltering roof or porch elements compatible with Hill Country style;

(4) simple sign shapes, restrained lettering, and a clear hierarchy of design elements;

(5) externally shielded, halo, reverse-channel or other low-glare lighting integrated with the sign and building design;

(6) landscaping around monument signs that complements the sign base and the surrounding site;

(7) signs integrated with the building's architecture, roof forms, porch elements, and pedestrian-oriented design features; and

(8) designs compatible with nearby historic, scenic, or character-defining buildings and with the Hill Country architectural environment.

(c) The City discourages:

(1) bright, fluorescent, highly reflective, or high-saturation dominant colors;

(2) plastic cabinet signs inconsistent with surrounding architecture;

(3) excessive sign clutter;

(4) oversized signs out of scale with the building or site;

(5) internally bright lighting visible from roadways or residential areas; and

(6) sign designs that visually conflict with historic district standards.

(d) This Section states design preferences and review criteria. Preferred or discouraged design guidance in this Section and Article 26.10 *[Appendix E. Corridor and Historic District Design Guide]* does not create an independent basis for approval or denial unless a mandatory standard in this Chapter, an adopted overlay ordinance, or an applicable master sign plan expressly provides otherwise.

(e) This Section shall not be applied to approve or deny a sign based on viewpoint or message content.

(f) No permit, variance, or approval shall be denied solely because a proposed sign does not use a preferred color, typography, or architectural style unless a mandatory standard expressly so provides.

Section 26.01.014. Responsibility of property owners, tenants, and lessors

(a) A sign may be installed only with permission of the property owner or a tenant or lessee authorized by the property owner.

(b) A tenant with exclusive possession of a leasehold area may apply for signs serving that leasehold area if the tenant has written authorization from the property owner when required by the City.

(c) For purposes of this Chapter, each responsible party as defined in Section 26.01.006 *[Definitions]* is liable for compliance and subject to enforcement.

Section 26.01.015. Substitution of noncommercial messages

Any sign allowed under this Chapter may display a noncommercial message instead of a commercial message, without additional approval, if the sign complies with the same physical, location, lighting, duration, structural, and permitting standards that would apply to the sign. Examples of noncommercial messages may include civic, charitable, religious, ideological, political, or public-issue messages. These examples are illustrative only and do not limit protected noncommercial speech.

Section 26.01.016. Corridor sign materials and construction

(a) In a historic district, historic transition zone, highway corridor overlay, gateway corridor, or other area designated by ordinance for enhanced design review, signs shall use durable materials compatible with the City's Hill Country and historic character.

(b) Preferred primary materials include native limestone, stone, masonry, brick, stucco, solid wood, matte metal, architectural-grade fiber cement, and other durable materials compatible with the building, surrounding area, and Hill Country style. The sign administrator may approve other durable and compatible materials when consistent with the applicable historic, corridor, gateway, or site-specific standards.

(c) In the areas listed in Subsection (a), the sign administrator may deny or condition approval of a sign if the dominant visible sign cabinet, surround, base, or structural envelope uses highly reflective metal, glossy plastic, vinyl, exposed foam, unfinished materials, or other materials incompatible with the surrounding historic or Hill Country character.

(d) Monument signs in the areas listed in Subsection (a) shall have an enclosed base or surround. Exposed poles or posts below the sign face are not allowed unless approved through a variance or master sign plan.

(e) A monument sign base or surround should include masonry, stone, stucco, wood, or other materials that match or complement the principal building on the premises.

(f) For a monument sign, the landscaped area at the base shall be at least 24 square feet, unless a greater landscaped area is required by an applicable site-specific master sign plan, development agreement, planned development ordinance, or condition of variance approval.

(g) Freestanding signs shall display the physical street address of the premises unless the sign administrator determines that the address is already clearly visible from the public right-of-way. Address characters used solely for addressing and emergency wayfinding do not count toward signable area if they do not exceed six square feet and do not function as a commercial logo, trade name, or brand display.

(h) A sign mounted on a historic building shall be installed in a manner that avoids unnecessary damage to historic materials. When feasible, attachments to historic masonry shall be placed in mortar joints rather than masonry units, shall use corrosion-resistant anchors, and shall be reversible without substantial damage.

(i) Freestanding signs and structurally altered signs shall maintain clearances from utility lines and utility facilities required by the electrical code, the utility provider, and any applicable easement or franchise requirement. The City may require written utility-provider confirmation before issuing a permit if a proposed sign is near overhead or underground utilities.

(j) Freestanding signs requiring a permit shall be designed to satisfy the wind-load and structural requirements of the International Building Code as adopted by the City. The building official may require sealed structural drawings or calculations for larger signs, signs near public rights-of-way, signs with unusual structural conditions, or signs in exposed wind conditions.

Section 26.01.017. Measurable sign lighting standards

(a) This Section supplements the outdoor lighting ordinance. If the outdoor lighting ordinance is more restrictive, the outdoor lighting ordinance controls.

(b) Sign lighting shall be warm, shielded, and dark-sky compatible. Unless otherwise approved by variance, master sign plan, or historic district approval, sign lighting shall not exceed 3,000 Kelvin correlated color temperature.

(c) External sign lighting shall be fully shielded, directed only toward the sign face, and aimed downward when feasible. Lighting shall not shine into the eyes of drivers, pedestrians, neighboring properties, or residential areas.

(d) Internally illuminated signs and cabinet signs are discouraged in historic districts, historic transition zones, and highway corridor overlays unless the illumination is limited to halo lighting, push-through lettering, individual channel letters, or another low-glare design approved by the sign administrator.

(e) Any electronic sign, LED sign, or changeable electronic sign approved by variance, master sign plan, or other specific authorization shall:

(1) remain static between changes;

(2) include automatic dimming that adjusts to ambient light;

(3) include a manual dimming override;

(4) not use flashing, animation, video, scrolling, fading, dissolving, or simulated movement;

(5) not exceed 0.3 footcandles above ambient light when measured perpendicular to the sign face with a calibrated light meter at the measurement distance specified in the approved permit or City policy, after allowing the display to stabilize at its normal nighttime setting; and

(6) not exceed 0.2 footcandles above ambient light at a residential property line, measured with a calibrated light meter at a point selected to reflect the nearest affected residential property, unless the sign administrator approves a different measurement point that better reflects the actual lighting impact;

(7) comply with any nighttime brightness limit, shutoff time, or shielding condition imposed by the City; and

(8) not resemble or interfere with a traffic-control device or emergency signal.

(f) The City may require the applicant to provide manufacturer specifications, photometric plans, field brightness measurements, or post-installation certification to verify compliance.

Section 26.01.018. Severability and constitutional compliance

(a) If any part of this Chapter is held invalid, the remaining parts remain in effect.

(b) If a court determines that a provision unlawfully regulates speech, the provision shall be severed or narrowed to the minimum extent necessary, and the City shall continue to enforce all lawful time, place, manner, size, height, lighting, location, construction, safety, and design standards.

Article 26.02 Sign Standards by Property Type

Section 26.02.001. Residential property

(a) This Section applies to single-family residential districts, residential planned developments, residential uses in the ETJ, and individual residential lots.

(b) **Residential development entrance signs.** A residential subdivision or neighborhood may have one monument identification sign at each entrance from an arterial street with a permit if the sign:

(1) does not exceed 24 square feet in signable area;

(2) does not exceed six feet in height;

(3) is set back at least eight feet from the right-of-way;

(4) is indirectly illuminated only as allowed by the outdoor lighting ordinance;

(5) includes address lettering at least six inches high if an address is displayed; and

(6) includes at least 24 square feet of maintained landscaping at the base.

(c) **Residential construction or development signs.** A residential development released for construction may have one construction or development sign at each subdivision entrance with a permit if the sign:

(1) does not exceed 48 square feet;

(2) does not exceed eight feet in height;

(3) is removed when the development is completed or when active construction has ceased for more than 12 months;

(4) is maintained in good condition; and

(5) is included in a master sign plan when multiple model-home, wayfinding, or selling-point signs are proposed.

(d) **Flags on residential lots.** A residential lot may display without a permit:

(1) up to two flags;

(2) one flagpole per premises;

(3) a primary flag up to five feet by eight feet;

(4) a second lower flag up to 25 square feet; and

(5) a flagpole up to 25 feet high or no higher than the principal building roof, whichever is lower.

(e) **Other permit-exempt residential signs.** A residential lot may display without a permit:

(1) one window sign up to 8.5 inches by 11 inches;

(2) one noncommercial sign up to four square feet;

(3) one additional temporary sign up to nine square feet;

(4) one home occupation wall sign up to four square feet, not illuminated, attached flat to the building or porch, and projecting no more than six inches; and

(5) required address numbers or signs.

(f) **Residential placement rules.** Residential signs shall not be placed:

(1) without property owner consent;

(2) in the street or utility right-of-way;

(3) in a public easement unless authorized; or

(4) where the sign creates a traffic, pedestrian, drainage, or safety hazard.

(g) **Residential height rules.** Unless a different rule applies:

(1) ground-mounted residential signs may not exceed four feet in height; and

(2) building-mounted residential signs shall be flush-mounted and may not extend above the roofline.

(h) **Residential lighting and movement.** Unless specifically allowed, residential signs shall not be illuminated, electronic, digital, animated, or moving.

Section 26.02.002. Multifamily residential property

(a) This Section applies to multifamily residential districts and multifamily residential uses.

(b) **Multifamily monument signs.** A multifamily complex may have one monument identification sign at each complex entrance with a permit if the sign:

(1) does not exceed 24 square feet;

(2) does not exceed six feet in height;

(3) is set back at least eight feet from the right-of-way;

(4) is indirectly illuminated only as allowed by the outdoor lighting ordinance;

(5) includes address lettering at least six inches high if an address is displayed; and

(6) includes at least 24 square feet of maintained landscaping at the base.

(c) **Multifamily construction or development signs.** A multifamily project released for construction may have one construction or development sign at each project entrance with a permit if the sign:

(1) does not exceed 48 square feet;

(2) does not exceed eight feet in height;

(3) is removed when the project is completed or active construction has ceased for more than 12 months;

(4) receives annual permit renewal if displayed longer than 12 months; and

(5) is maintained in good condition.

(d) **Office or complex identification signs.** A multifamily complex may have either:

(1) one wall sign near the office entrance up to 15 square feet; or

(2) one hanging sign up to eight square feet.

(e) **Individual unit signs.** Individual residents may display signs allowed on residential lots if the signs are within the resident's leased or owned area and are allowed by the property owner when required.

Section 26.02.003. Manufactured home property

(a) This Section applies to manufactured home districts and manufactured home parks.

(b) A manufactured home park may have one monument or wall identification sign at each entrance from an arterial street with a permit if the sign:

(1) does not exceed 24 square feet;

(2) does not exceed six feet in height;

(3) is set back at least eight feet from the right-of-way;

(4) is indirectly illuminated only as allowed by the outdoor lighting ordinance;

(5) includes address lettering at least six inches high if an address is displayed;

(6) includes at least 24 square feet of maintained landscaping at the base; and

(7) complies with any additional setback required by the sign administrator or building official to address a specific safety concern.

(c) Individual residents may display signs allowed on residential lots if the signs are within the resident's leased or owned area and are allowed by the property owner when required.

Section 26.02.004. Commercial property

(a) This Section applies to commercial districts, commercial uses, and commercial property in the ETJ.

(b) **Wall signs.** Each business may have wall signs with a permit subject to the following standards:

(1) the total wall-sign area for a business on any one building elevation may not exceed the lesser of 64 square feet or one square foot of wall-sign area for each linear foot of tenant frontage on that elevation;

(2) a business may have one wall sign on each public-facing building elevation with a customer entrance or other legitimate public-facing facade, provided the cumulative wall-sign area on any one elevation does not exceed the limit in paragraph (1);

(3) no individual wall sign may exceed 75 percent of the linear width of the tenant frontage on the elevation where the sign is installed;

(4) a wall sign may not extend above the roof or more than four feet beyond the wall to which it is attached;

(5) a wall sign may not exceed the maximum building height for the zoning district;

(6) a wall sign may not extend over public property except over an adjacent sidewalk where allowed by law; and

(7) address lettering shall be at least six inches high if an address is displayed.

(c) **Hanging signs.** Each business may have one hanging sign with a permit. A business may have two hanging signs if the property is a corner lot or has two public entrances on different building sides. A hanging sign shall:

(1) not exceed eight square feet;

(2) not exceed 75 percent of storefront width;

(3) provide at least seven feet of clearance above grade; and

(4) include address lettering at least six inches high if an address is displayed.

(d) **Commercial construction or development signs.** A commercial property under construction may have one construction or development sign at each development entrance with a permit if the sign:

(1) does not exceed 64 square feet;

(2) does not exceed eight feet in height;

(3) is removed when 80 percent of the development is constructed or when active construction has ceased for more than 12 months;

(4) receives annual permit renewal if displayed longer than 12 months; and

(5) is maintained in good condition.

(e) **Individual business monument signs.** A single-business commercial property may have monument signs with a permit subject to the following standards:

(1) the maximum signable area shall be 32 square feet on a lot with less than 150 feet of street frontage and 48 square feet on a lot with 150 feet or more of street frontage;

(2) the maximum height shall be six feet, except that a lot with 150 feet or more of street frontage may have a monument sign up to eight feet in height if the sign otherwise complies with this Section;

(3) the sign shall be set back at least eight feet from the right-of-way unless a different setback is approved under this Chapter;

(4) the sign shall comply with the outdoor lighting ordinance;

(5) the sign shall include at least 24 square feet of maintained landscaping at the base unless a greater landscaped area is required elsewhere in this Chapter or by another applicable approval; and

(6) address lettering shall be at least six inches high if an address is displayed.

(f) **Awning signs.** An awning sign may be approved as part of the wall sign allowance. One-third of the awning sign area counts toward the wall sign area limit. One awning sign is allowed per business, or two if the property is a corner lot.

(g) **Restaurant menu signs.** A restaurant may have menu signs with a permit if the signs:

(1) are located on the premises;

(2) are used in connection with a drive-through, drive-in, walk-up, or ordering area;

(3) do not exceed 32 square feet each;

(4) do not exceed eight feet in height;

(5) are not designed to attract attention from persons not on the premises;

(6) are internally illuminated only as allowed by the outdoor lighting ordinance; and

(7) do not change images more than once per hour if visible from a public right-of-way.

(h) **Accessory digital displays.** An accessory digital display may be used without a variance when it is customarily incidental and subordinate to an on-site business or use, is located on the premises, is used for on-site ordering, sales, dispensing, pricing, customer service, or similar operational purposes, is not primarily intended to attract roadway traffic, complies with Section 26.01.017 *[Measurable sign lighting standards]*, and does not flash, scroll, display full-motion video, or simulate movement when visible from the public right-of-way unless otherwise specifically approved.

(i) **New business temporary signs.** A new business may display one temporary sign before opening and one temporary sign after opening if:

(1) each display period does not exceed 60 days;

(2) the sign does not exceed 32 square feet;

(3) the sign does not exceed six feet in height;

(4) the sign is located on the business premises;

(5) the sign does not obstruct visibility, access, sidewalks, or parking circulation;

(6) the sign is not illuminated;

(7) the sign type is otherwise allowed by this Chapter; and

(8) the application identifies the expected opening date or certificate of occupancy date.

(j) **Window signs.**

(1) A business may display window signs without a permit if total promotional or decorative window sign area does not exceed:

(A) 24 square feet per business;

(B) 48 square feet for a business at an intersection with windows on different roadway-facing sides; or

(C) 48 square feet for a single-unit property with a drive-through.

(2) Operational information signs on or visible through doors or windows do not count against the 24-square-foot or 48-square-foot window sign allowance if the total cumulative area of the operational information signs does not exceed five square feet. Operational information signs include customer-facing information customarily posted near entrances or windows, such as business name, unit number, hours of operation, open/closed status, contact information, accepted payment methods, security notices, trade association participation, no-solicitation notices, or similar operational information.

(3) Window signs shall not cover windows in a way that creates a public safety concern by preventing reasonable visibility into the premises for law enforcement, fire, emergency, or life-safety purposes.

(k) **Equipment signs.** Words, symbols, or markings may appear on equipment customarily used in the business, such as gasoline pumps, vending machines, ice machines, or similar devices, if the marking relates to goods or services dispensed by the equipment and projects no more than one inch from the equipment surface.

(l) **Small commercial banners.** One small commercial banner up to 24 square feet may be displayed per business without a permit if it is kept in good condition and securely attached to a building, wall, or fence. This banner may be displayed in addition to the banner allowed by Section 26.02.007 *[Banners on nonresidential property]*.

(m) **Noncommercial signs.** Each commercial lot may have one noncommercial sign without a permit if the sign:

(1) does not exceed 36 square feet;

(2) does not exceed six feet in height;

(3) is not illuminated;

(4) has no moving elements;

(5) is located on private property with owner consent; and

(6) is not in, on, or over a street or right-of-way.

(n) **Flags.** Each commercial lot may have up to four flags on up to two flagpoles without a permit if:

(1) each flag does not exceed 40 square feet;

(2) each flagpole does not exceed 25 feet in height or the nearest principal building roof height, whichever is lower;

(3) each flagpole meets the required building setback or ten feet, whichever is more restrictive; and

(4) no flagpole displays more than two flags.

(o) **Anti-avoidance rule for flags.** A flag allowed under this subsection may not be used to avoid the standards applicable to another sign type. A fabric or flexible display that does not qualify as a flag under Section 26.01.006 *[Definitions]*, or that exceeds the standards applicable to flags under this Chapter, shall be regulated as the applicable sign type or prohibited display.

(p) **Daily display signs.** One daily display sign per business is allowed without a permit if:

(1) it is placed on private property or in a location approved by the City;

(2) it does not exceed six square feet in signable area;

(3) it does not exceed three feet in height;

(4) it maintains a minimum clear pedestrian and accessible route of five feet, unless a different width is required by applicable accessibility law; and

(5) it is stored out of public view when the business is closed.

(q) **Directional signs.** A commercial property may display up to four on-premises directional signs without a permit if each sign:

(1) provides only directional, access, circulation, entrance, exit, parking, building, tenant, or wayfinding information for the premises;

(2) does not exceed four square feet in signable area;

(3) does not exceed four feet in height;

(4) is located on the premises served by the sign;

(5) does not obstruct sight distance, a sidewalk, a pedestrian route, a driveway, a parking aisle, a fire lane, emergency access, a required exit, a utility easement, a drainage easement, or a public right-of-way;

(6) is not used as a substitute for an off-premises sign, billboard, or general advertising sign; and

(7) complies with all other applicable lighting, maintenance, and safety standards of this Chapter.

(r) **On-premises requirement.** Commercial signs allowed under this Section shall relate to the premises where the sign is located, except that a lawful noncommercial message may be substituted under Section 26.01.015 *[Substitution of noncommercial messages]*.

Section 26.02.005. Industrial, light industrial, government, utility, institutional, public recreation, public park or preserve, and agricultural property

(a) This Section applies to industrial, light industrial, government, utility, institutional, public recreation, public park or preserve, and agricultural districts and similar uses in the ETJ.

(b) **Wall signs.** Wall signs may be installed with a permit if:

(1) total wall sign area on the lot does not exceed 64 square feet;

(2) the sign is at least eight feet from the right-of-way;

(3) the sign projects no more than two feet from the wall;

(4) the sign extends no more than three feet above the wall; and

(5) address lettering is at least six inches high if an address is displayed.

(c) **Monument identification signs.** One monument identification sign per lot may be installed with a permit if:

(1) the sign does not exceed 48 square feet;

(2) the sign does not exceed eight feet in height;

(3) the sign is set back at least eight feet from the right-of-way; and

(4) the sign complies with any additional setback required by the sign administrator or building official to address a specific safety concern.

(d) Equipment signs, noncommercial signs, flags, daily display signs, and small commercial banners are allowed on the same terms that apply to commercial property unless a more specific standard applies.

(e) The sign administrator may allow temporary noncommercial signs on City property under a City-approved policy. No sign may be placed in the right-of-way or on City property without City permission.

Section 26.02.006. Multi-unit nonresidential complexes

(a) This Section applies to shopping centers, office centers, mixed-use centers, business parks, and other nonresidential multi-unit complexes.

(b) In addition to signs otherwise allowed for the zoning district, a multi-unit complex may have one monument or wall tenant directory sign per complex with a permit if:

(1) the sign does not exceed 48 square feet;

(2) the sign does not exceed six feet in height if freestanding;

(3) the sign includes the complex name and street address, with address lettering at least six inches high;

(4) the sign complies with setbacks and any site-specific safety setback required by the sign administrator or building official; and

(5) a monument sign includes at least 24 square feet of maintained landscaping at the base.

(c) A complex located at the intersection of two arterial streets may have one such sign for each arterial frontage if approved by permit.

(d) A master sign plan is strongly encouraged for a multi-unit complex. Once approved, all owners, tenants, subtenants, and purchasers of individual units shall comply with the master sign plan.

(e) A tenant panel or sign face may be replaced with a permit if the replacement is the same size or smaller and otherwise complies with the approved sign or master sign plan.

Section 26.02.007. Banners on nonresidential property

(a) Each nonresidential lot may display one banner up to 32 square feet without a permit if the banner complies with this Section.

(b) A banner shall:

(1) be securely attached to a permanently installed building, fence, wall, pipe, pole, post, or structure designed to display a banner;

(2) be kept in good repair;

(3) not exceed 15 feet in height; and

(4) not obstruct visibility, access, sidewalks, parking circulation, or required exits.

(c) Banners do not count toward total signable area limits.

(d) A small commercial banner allowed by Section 26.02.004 *[Commercial property]* or Section 26.02.005 *[Industrial, light industrial, government, utility, institutional, public recreation, public park or preserve, and agricultural property]* may be displayed in addition to the 32-square-foot banner allowed by this Section.

(e) A banner allowed under this Section or under Section 26.02.004(l) shall not be displayed continuously for more than 90 days at one time unless otherwise approved by master sign plan, variance, or another specific provision of this Chapter.

Section 26.02.008. Historic districts and historic character areas

(a) Signs in a historic district or other area subject to historic preservation standards shall comply with this Chapter and the applicable historic preservation ordinance, design standards, and historic preservation implementation manual.

(b) When reviewing a sign in a historic district, the City may consider whether the sign's materials, scale, color, lighting, placement, mounting method, and design are compatible with the historic character of the building, streetscape, and district.

(c) Preferred historic district sign features include:

(1) wood, metal, stone, masonry, painted, carved, or externally illuminated signs;

(2) pedestrian-scale wall, hanging, window, or monument signs;

(3) muted and natural colors;

(4) sign mounting that avoids unnecessary damage to historic materials; and

(5) lighting that is shielded, warm, low-intensity, and compliant with the outdoor lighting ordinance.

(d) **Historic post, bracket, and similar pedestrian-scale freestanding signs.** In a historic district, one historically compatible pedestrian-scale freestanding sign supported by a post and arm, a bracket, one post, or two posts with a suspended or mounted sign panel may be approved by sign permit without a variance if the sign:

(1) uses wood, metal, masonry, or another material compatible with the historic building or site;

(2) is not internally illuminated;

(3) does not exceed eight square feet in signable area unless a smaller size is required by adopted historic district standards; provided, however, that the sign administrator may approve without a variance a historically compatible sign described in this subsection up to twelve square feet in signable area if the administrator finds that the larger sign remains compatible with the historic building, site, and streetscape and otherwise complies with this Section;

(4) does not exceed eight feet in total height, measured to the top of the post or support, unless a variance or master sign plan authorizes additional height;

(5) provides at least seven feet of pedestrian clearance if located above a walkway;

(6) is located outside the right-of-way unless right-of-way authorization is obtained;

(7) does not obstruct sight distance, parking circulation, sidewalks, accessible routes, doors, windows, or character-defining architectural features;

(8) is mounted in a manner that avoids unnecessary damage to historic materials;

(9) receives any certificate of appropriateness or historic preservation approval required by City ordinance; and

(10) is limited to one such sign per business or tenant frontage unless a variance or master sign plan authorizes additional signs.

(e) The City Council may adopt additional historic district sign illustrations, pattern books, or administrative design examples showing acceptable post, bracket, hanging, window, wall, and awning signs.

(f) If a certificate of appropriateness or other historic preservation approval is required by City ordinance for a sign in a historic district, that approval shall be obtained as required by the applicable historic preservation ordinance. The sign administrator may consult with the historic preservation officer, historic preservation staff, or the Historic Preservation Commission as authorized by City ordinance, but no additional advisory or approval requirement is created by this Chapter unless expressly stated by ordinance.

(g) The City shall apply historic district sign standards without regard to viewpoint.

(h) A lawfully existing nonconforming pole sign or pole sign structure in a historic district may continue subject to Article 26.04 *[Existing, Nonconforming, Abandoned, and Damaged Signs]*. Continued lawful use of such a sign or sign structure does not require a variance solely because the sign or structure exceeds the default height or form otherwise allowed by this Section.

(i) An existing pole sign structure in a historic district that is taller than the default height otherwise allowed by this Section, or that does not currently display sign copy, may be considered for administrative variance approval under Section 26.03.006 *[Administrative variances]* if the structure was lawfully erected, has not been abandoned, is structurally sound, and the proposed sign remains historically compatible and does not increase the height, location, footprint, number of supports, signable area, or overall degree of nonconformity.

Section 26.02.009. Real estate signs

(a) **Small real estate signs.** A lot offered for sale or lease may display one small real estate sign without a permit, or two signs on a corner lot, if each sign:

(1) is not illuminated;

(2) does not exceed six square feet;

(3) does not exceed three feet in height;

(4) is kept in good condition; and

(5) is removed after completion of the advertised transaction.

(b) **Large real estate signs.** A lot offered for sale or lease may display one large real estate sign with a permit, or two signs on a corner lot, if each sign:

(1) is not illuminated;

(2) does not exceed 32 square feet;

(3) does not exceed eight feet in height;

(4) is kept in good condition;

(5) receives annual permit renewal if displayed longer than 12 months; and

(6) is removed after completion of the advertised transaction.

(c) **Individual unit lease signs.** If multiple units are available for lease on one property, or if property ownership is structured as a condominium project, smaller signs may be displayed for individual units without a permit subject to the following requirements:

(1) each sign does not exceed six square feet;

(2) each sign does not exceed six feet in height;

(3) each sign may be visible from the public right-of-way, but is limited to identification of the individual unit offered for lease and is not an off-premises advertising sign for unrelated property; and

(4) each sign is removed after the unit is leased or the transaction is complete.

Section 26.02.010. Highway corridor and gateway overlay signs

(a) The City Council may designate one or more highway corridor overlays, gateway corridor overlays, or historic transition zones only by ordinance. The adopting ordinance shall attach or incorporate an official parcel-level map identifying the affected properties. A master plan, historic preservation plan, corridor plan, zoning map, or development agreement may inform the adopted standards, but is advisory only unless formally adopted by ordinance as a regulatory standard.

(b) The purpose of these overlay areas is to balance business visibility along higher-speed highway approaches with the City's interest in preserving scenic, historic, small-town, and Hill Country character.

(c) A highway corridor overlay may allow sign visibility standards that differ from the base district when the sign:

(1) is located on a designated state or federal highway frontage or other designated gateway corridor;

(2) is needed for safe identification by motorists traveling at corridor speeds;

(3) is a monument sign or other low-profile sign unless a master sign plan or variance authorizes another type;

(4) uses an enclosed masonry, stone, stucco, wood, or compatible architectural base;

(5) includes native or drought-tolerant landscaping at the base;

(6) uses shielded, dark-sky-compliant lighting;

(7) does not include flashing, animation, or exposed pole supports; and

(8) complies with TxDOT and right-of-way requirements when applicable.

(d) In a designated highway corridor overlay, and only for a monument sign, the sign administrator may approve administratively, and the City Council may approve by variance or master sign plan, a monument sign up to 10 feet in height when supported by a sightline or visibility study showing that the additional height is the minimum needed for safe and reasonable visibility. Any request for a monument sign above 10 feet and up to 15 feet requires City Council approval. This subsection does not authorize a pole sign, pylon sign, or other freestanding sign type unless expressly approved elsewhere in this Chapter or in an applicable master sign plan.

(e) A historic transition zone may be designated for property near a historic district, historic downtown, gateway street, or heritage corridor. In a historic transition zone:

(1) pedestrian-scale wall signs, hanging signs, projecting or blade signs, awning signs, and window signs are preferred;

(2) freestanding pole signs are prohibited unless expressly authorized by a master sign plan or variance;

(3) monument signs shall be low-profile, human-scale, and compatible with nearby historic buildings;

(4) internally illuminated plastic cabinet signs are discouraged and may be denied if incompatible with adopted historic or corridor standards;

(5) sign materials, typography, lighting, scale, and mounting shall be compatible with the building and streetscape; and

(6) contemporary branding and lettering may be allowed if the sign uses compatible materials, scale, placement, and illumination and does not create a false historical appearance.

(f) The City may adopt a corridor design guide, map, or administrative checklist to implement this Section. The guide may include recommended sign types, materials, colors, typography, lighting, landscaping, and mounting methods.

(g) **Geographically challenged business locator signs.** The sign administrator may approve one off-premises locator sign for a business or civic use that is difficult to find from the nearest highway, arterial, or collector street because of distance, topography, intervening buildings, unusual parcel configuration, lack of direct frontage, mapping errors, or access through another property if all of the following standards are met:

(1) the use served by the sign is located at least 300 feet from the nearest public right-of-way from which customers ordinarily approach, or the applicant demonstrates an equivalent site-specific visibility or wayfinding hardship;

(2) the sign is limited to identification, directional arrow, distance, entrance, access, or wayfinding information;

(3) the sign does not exceed four square feet if freestanding or A-frame, and does not exceed six square feet if attached as a tenant panel or shared locator panel on an existing lawful sign structure;

(4) the sign does not exceed three feet in height if A-frame or temporary, and does not exceed the height of the approved sign structure if installed as a panel on an existing sign;

(5) the sign is displayed only during the operating hours of the use served, unless installed as an approved panel on an existing permanent sign structure;

(6) the sign is located on private property outside the right-of-way;

(7) the applicant provides written authorization from the owner of the property where the sign will be located, and, if applicable, a lease, license, or other written agreement authorizing the sign;

(8) the sign does not create visual clutter, obstruct sight distance, interfere with pedestrian or vehicle circulation, or create a traffic or safety hazard;

(9) the sign uses materials, colors, and design compatible with the surrounding corridor, gateway, or historic area;

(10) the approval is personal to the approved use and location, does not run with other businesses, and terminates when the property-owner authorization terminates, the served use closes, or the sign is no longer needed for wayfinding; and

(11) the sign is not used to create a general off-premises advertising program or billboard substitute.

(h) A geographically challenged business locator sign approved under this Section is an administrative sign approval under this Chapter and is not a variance unless the applicant separately requests relief from a standard not authorized by this Section.

(i) The sign administrator may approve, approve with conditions, deny, or refer a geographically challenged business locator sign to the City Council. Conditions may include display hours, sign design, sign location, removal terms, renewal, insurance, maintenance, or limits on duration.

(j) Denial of an administrative locator sign may be appealed to the City Council under the appeal procedures in this Chapter.

(k) This Section shall be applied without regard to viewpoint and shall regulate signs based on location, physical design, safety, lighting, materials, scale, and compatibility.

Section 26.02.011. Master sign plans

(a) A master sign plan is appropriate for:

(1) a planned development district;

(2) a master planned development;

(3) a development agreement;

(4) a large residential or commercial project;

(5) a multi-unit complex;

(6) a property seeking coordinated design standards; or

(7) a project that would otherwise require multiple individual variances.

(b) A master sign plan should show:

(1) all existing and proposed sign locations;

(2) sign types, dimensions, height, illumination, materials, colors, and mounting methods;

(3) building elevations and site plans;

(4) tenant panel standards, if any;

(5) signable area measurement rules, if different from the generally applicable definition in this Chapter;

(6) directional sign standards, if any;

(7) rules for secondary signs, if any;

(8) any administrative adjustment or minor-change procedure, if any;

(9) landscaping for freestanding signs;

(10) rules for future tenant changes;

(11) maintenance responsibilities; and

(12) any requested deviations from this Chapter.

(c) Signs, sign types, sign dimensions, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by a master sign plan shall comply with the generally applicable provisions of this Chapter.

(d) A master sign plan may approve site-specific alternative sign standards when the plan provides a coordinated, high-quality design that advances the purposes of this Chapter and is compatible with the City's Hill Country and historic character. A master sign plan may be more restrictive or less restrictive than the generally applicable provisions of this Chapter, but only to the extent the plan expressly addresses or modifies the issue in question.

(e) Master sign plans are preferred over repeated piecemeal variance requests.

Article 26.03 Permits, Variances, Appeals, and Master Sign Plans

Section 26.03.001. When a sign permit is required

(a) A sign permit is required before any person erects, installs, relocates, structurally alters, reconstructs, refaces, or materially changes a sign unless this Chapter expressly states that no permit is required.

(b) A permit is not required for:

(1) routine maintenance;

(2) emergency work needed to prevent injury or property damage, if notice is given to the City as soon as practical;

(3) changing a lawful commercial message to a noncommercial message;

(4) changing copy on an existing lawful sign when sign area, structure, height, illumination, and support are not changed;

(5) permit-exempt signs listed in this Chapter; or

(6) other work the sign administrator determines is not a material regulated change.

(c) Relief under this Chapter is limited as follows:

(1) an administrative approval or administrative variance is available only where this Chapter expressly authorizes the sign administrator to approve a sign or grant relief based on stated criteria;

(2) a City Council variance is required where the requested relief is not eligible for administrative approval but may be granted without changing the text of this Chapter, the terms of an adopted ordinance, or the terms of a project-specific master sign plan; and

(3) an ordinance amendment, planned development amendment, development agreement amendment, or master sign plan amendment is required where the requested change would establish a new generally applicable rule, modify a legislatively adopted site-specific standard, or approve signs, sign types, sign heights, sign areas, sign locations, or procedures beyond the scope of the administrative and variance authority granted by this Chapter.

Section 26.03.002. Sign permit application requirements

(a) A sign permit application shall be filed with the City building department or other office designated by the City. Before filing, an applicant, tenant, property owner, or sign contractor may request a pre-application meeting or informal staff review to identify likely compliance issues, possible administrative approvals, variance needs, historic review requirements, or TxDOT/right-of-way constraints. No fee shall be charged for an informal pre-application discussion unless the City Council's fee schedule expressly provides otherwise.

(b) The City may maintain separate simple and complex sign permit application forms or checklists so that application requirements remain proportional to the type, scale, and complexity of the sign.

(c) The application shall include enough information for the City to determine whether the sign complies with this Chapter and other applicable codes, including:

(1) applicant name, address, telephone number, and email address;

(2) property owner name and contact information;

(3) tenant or lessee name and contact information, if applicable;

(4) contractor or installer name and contact information, if applicable;

(5) property address and legal description;

(6) zoning district or ETJ land use category;

(7) written proof of property ownership or owner authorization;

(8) sign type, dimensions, height, signable area, materials, colors, and structural supports;

(9) if the sign is illuminated or proposed to be illuminated, a lighting submittal sufficient to evaluate compliance with this Chapter and Article 24.06, including the lighting source, illumination method, fixture type, fixture location, lamp or LED type, lumen output, color temperature, shielding, illumination direction, dimming capability, hours of operation, and any other information reasonably required by the City. The City may require manufacturer specifications, photometric information, B-U-G ratings if available, details showing whether the luminous elements will be visible from another property, details for halo, reverse-channel, push-through, externally illuminated, or internally illuminated signs, and night renderings or other visual studies showing the sign's appearance from the right-of-way and from adjacent property;

(10) for an internally illuminated sign, the application shall also identify whether the sign uses an opaque background with translucent letters and symbols or another illumination method authorized by applicable law.

(11) scaled site plan showing the proposed sign location, property lines, rights-of-way, easements, driveways, sidewalks, buildings, and existing signs;

(12) building elevation or photograph showing the sign placement, if building-mounted;

(13) drawings, specifications, wind-load information, electrical information, and structural calculations when required by the building official or sign administrator;

(14) any requested variance or reference to any approved variance;

(15) any applicable historic district approval or master sign plan approval; and

(16) required fees.

(d) The sign administrator may waive or defer application items that are not reasonably necessary to evaluate a simple non-illuminated sign application.

(e) The City may provide application forms, checklists, example drawings, and user guides to help applicants prepare complete applications.

(f) An application is not complete until the City has received the required information and fees.

Section 26.03.003. Permit review deadlines and decisions

(a) The City shall review a complete sign permit application and approve, approve with conditions, deny, or identify deficiencies within:

(1) seven calendar days for a real estate sign; and

(2) 21 calendar days for any other sign.

(b) The City shall determine whether the application is complete within five business days after filing.

(c) If the City identifies deficiencies, the City shall provide a written list of the information needed. A new review period begins when the applicant submits the missing information.

(d) The City shall approve an application that complies with this Chapter and other applicable laws.

(e) If the City denies an application, the City shall provide written reasons for denial. The reasons shall identify the applicable code provisions or legal requirements.

(f) If the City does not approve, deny, or identify deficiencies within the applicable review period, the application is deemed denied for purposes of immediate appeal to the City Council, and the City shall not collect the sign permit application fee.

(g) The City Council shall hear an appeal under this Section within 30 calendar days after the appeal is filed, unless the applicant agrees otherwise.

Section 26.03.004. Permit fees, duration, inspections, and revocation

(a) Permit fees shall be set by the City Council's fee schedule.

(b) A sign permit expires if the sign is not completely installed within six months after permit issuance.

(c) A permitted sign may be inspected after installation for compliance with the approved permit and this Chapter.

(d) The City may revoke a sign permit if:

(1) the application contained materially false or misleading information;

(2) the installed sign does not conform to the approved permit;

(3) the sign violates this Chapter or another applicable law;

(4) the sign is not properly maintained;

(5) the sign has been abandoned; or

(6) required conditions of approval are not met.

(e) Before issuing a permit for a new sign, the City may require the responsible party to remove or bring into compliance that responsible party's own nonconforming signs on the same property. This requirement does not apply to real estate signs, banners, temporary signs, daily display signs, or nonconforming signs protected by a variance or other lawful approval.

Section 26.03.005. Electrical and contractor qualifications

(a) Electrical sign work shall be performed by persons holding the licenses required by state law and City code.

(b) A person shall not obtain a sign permit on behalf of an unlicensed person if a license is legally required for the work.

Section 26.03.006. Administrative variances

(a) The sign administrator may approve an administrative variance when expressly authorized by this Section.

(b) Administrative variances are intended for practical, site-specific adjustments where strict application of this Chapter would create substantial undue hardship, inequity, or unnecessary difficulty without a corresponding public benefit.

(c) For purposes of this Section, a "modest" sign-area increase means an increase not exceeding 20 percent above the otherwise applicable sign-area limit, unless an adopted master sign plan or site-specific ordinance expressly provides otherwise.

(d) The sign administrator may approve an administrative variance for:

(1) setback requirements;

(2) sign area, if the increase is modest and compatible with the site;

(3) internal component size, panel size, line number, or lettering size if the total sign face remains compliant;

(4) height increases up to four feet;

(5) one additional on-premises sign beyond the number otherwise allowed;

(6) relocation of a sign within a site or master sign plan area;

(7) changes to sign illumination if the sign remains compliant with the outdoor lighting ordinance;

(8) electronic or LED alphanumeric changeable copy signs, if the sign is static, safely located, brightness-controlled, and compatible with surrounding property;

(9) continued use, refacing, or reuse of an existing lawful nonconforming pole sign or pole sign structure in a historic district, including a structure that exceeds the default historic district height, if the approval does not increase the height, location, footprint, number of supports, signable area, or overall degree of nonconformity, the structure has not been abandoned, the structure is structurally sound, and the resulting sign is historically compatible with the building, site, and streetscape; and

(10) roof signs, if the sign is architecturally integrated, safely mounted, and compatible with the building and surrounding area.

(e) The sign administrator may approve an administrative variance only after making written findings that:

(1) the variance is consistent with the purposes of this Chapter;

(2) the variance will not create a traffic, pedestrian, access, lighting, or safety hazard;

(3) the variance will not materially harm neighboring property;

(4) the sign design is compatible with the site, surrounding development, and the City's Hill Country and historic character;

(5) the variance is not based on the viewpoint of the sign;

(6) the variance is the minimum relief reasonably needed; and

(7) for an administrative variance involving an existing pole sign or pole sign structure in a historic district, the structure was lawfully erected or lawfully approved, has not been abandoned, and will not become more visually intrusive or less historically compatible as a result of the approval.

(f) The sign administrator shall state in writing the factual basis for each required finding.

(g) The sign administrator may approve an administrative variance with conditions.

(h) The sign administrator may refer any administrative variance request to the City Council only if:

(1) the requested relief exceeds the administrator's express numerical or subject-matter authority;

(2) the application presents a material public-safety issue supported by written findings;

(3) the request conflicts with an adopted master sign plan or site-specific ordinance; or

(4) the request presents an issue of first interpretation under this Chapter.

(i) A referral under subdivision (h) does not restart or extend the application review period.

(j) This Chapter should be administered so that recurring and predictable sign conditions are addressed, when feasible, through objective standards in the ordinance rather than routine reliance on variances.

Section 26.03.007. City Council variances

(a) A variance not eligible for administrative approval requires City Council approval.

(b) The City Council may approve, approve with conditions, or deny a variance after considering the application, the sign administrator's recommendation, public comments if any, and the criteria in this Section.

(c) The City Council may approve a variance only after finding that strict compliance would result in substantial undue hardship, inequity, or unnecessary difficulty to the applicant without sufficient corresponding public benefit.

(d) The City Council shall consider:

(1) unusual property size, shape, topography, grade, visibility, access, or frontage conditions;

(2) whether the hardship is unique to the property and not self-created;

(3) whether the sign can be redesigned to comply without losing reasonable visibility;

(4) whether the sign location, scale, materials, lighting, and colors are harmonious with the Hill Country setting;

(5) whether natural colors, muted colors, and durable materials are used;

(6) whether the sign and supporting structure are architecturally compatible with surrounding structures;

(7) whether the sign protects traffic safety, pedestrian safety, emergency access, or public welfare;

(8) whether mitigation measures are offered, including reduced lighting, increased setbacks, landscaping, removal of other signs, or consolidation of signs;

(9) whether the variance is requested early in the development process;

(10) whether a master sign plan would better address the request;

(11) whether the request is part of a coordinated project-wide sign program rather than a piecemeal request;

(12) whether the variance would preserve or enhance historic character;

(13) whether the variance can be granted without regulating viewpoint; and

(14) the administrative variance criteria in Section 26.03.006(e) to the extent relevant.

(e) The City Council shall state in writing the factual basis for each required finding supporting the approval or denial of a variance.

(f) The City Council may impose conditions related to the requested variance, including:

(1) increased setbacks;

(2) reduced sign area or height;

(3) muted colors or specific materials;

(4) landscaping, including increased landscaping area , landscaping proportional to the sign face, sign base, or sign footprint, or landscaping extending a specified distance from the monument base, when needed to mitigate the visual impact of a larger or taller sign;

(5) lighting limits, dimming, shielding, or shutoff times;

(6) sign consolidation;

(7) removal or modification of nonconforming signs on the same property;

(8) maintenance requirements;

(9) expiration dates for temporary relief; and

(10) compliance with a master sign plan.

(g) The City Council's decision is final unless appealed as allowed by law.

(h) This Chapter should be administered so that recurring and predictable sign conditions are addressed, when feasible, through objective standards in the ordinance rather than routine reliance on variances.

Section 26.03.008. Variance application procedure

(a) A variance application shall be filed with the sign administrator on a City form and shall include:

(1) the requested variance;

(2) the specific code provision from which relief is requested;

(3) the reason relief is needed;

(4) drawings, site plans, elevations, photographs, and sign specifications;

(5) proposed mitigation measures;

(6) any historic district or master sign plan information;

(7) property owner authorization; and

(8) required fees.

(b) The sign administrator shall determine whether the request qualifies for administrative review or City Council review.

(c) The sign administrator shall issue a written decision for administrative variances.

(d) If an administrative variance is denied or approved with conditions, the applicant may appeal to the City Council within 15 calendar days after receiving the decision.

(e) The City Council shall consider a variance or appeal at the next regular meeting for which legal posting and staff review are practical, or as soon as practicable.

(f) The City Council may approve, approve with conditions, deny, or postpone the request for good cause.

Section 26.03.009. Fee variances

(a) An applicant may request a variance from sign or variance fees.

(b) The sign administrator may reduce a fee when the actual review required is substantially less than the review assumed by the fee schedule or when a fee reduction is otherwise authorized by City policy.

(c) A fee variance does not waive substantive sign standards.

Section 26.03.010. Appeals of permit decisions

(a) An applicant may appeal a permit denial, permit condition, revocation, or interpretation by filing a written appeal with the City within 15 calendar days after receiving the decision.

(b) The City Council shall hear the appeal at the next regular meeting for which legal posting and staff review are practical, or as soon as practicable.

(c) The City Council may affirm, reverse, or modify the decision.

(d) The City Council shall base its decision on this Chapter, other applicable law, the application materials, the record, and any lawful conditions needed to address safety, aesthetics, lighting, historic character, or code compliance.

Section 26.03.011. Master sign plan approval

(a) A master sign plan application shall be filed with the sign administrator and shall include the information required by Section 26.02.011 *[Master sign plans]* and any City application checklist.

(b) The sign administrator may approve, approve with conditions, deny, or refer a master sign plan to the City Council.

(c) The sign administrator shall approve, approve with conditions, deny, or refer a complete master sign plan application within 30 calendar days after filing.

(d) The sign administrator should refer a master sign plan to the City Council when the plan:

(1) requests standards materially different from this Chapter;

(2) affects a large development or multi-unit project;

(3) includes multiple variances;

(4) affects a historic district or major gateway corridor;

(5) involves significant public interest; or

(6) should be adopted by ordinance or agreement.

(e) The City Council may approve, approve with conditions, deny, or modify a master sign plan.

(f) A master sign plan may approve site-specific alternative sign standards only when the plan provides coordinated design and the approving authority makes written findings that the plan advances the purposes of this Chapter and is compatible with the City's Hill Country and historic character.

(g) A master sign plan may allow alternative standards if the overall plan:

(1) provides coordinated design;

(2) improves readability and wayfinding;

(3) reduces visual clutter;

(4) uses durable materials and compatible colors;

(5) protects traffic and pedestrian safety;

(6) complies with the outdoor lighting ordinance;

(7) respects historic and Hill Country character; and

(8) does not discriminate based on viewpoint.

(h) An approved master sign plan controls over inconsistent general standards in this Chapter for the property covered by the plan only to the extent the plan expressly addresses or modifies the issue in question, unless state or federal law requires otherwise.

(i) A new project-specific master sign plan adopted after the effective date of this Chapter may be codified in Article 26.11 *[Preserved and Future Project-Specific Master Sign Plans]* and incorporated by reference, with the official plan documents maintained by the City Secretary.

(j) All owners, tenants, subtenants, and successors within the master sign plan area shall comply with the approved master sign plan.

Section 26.03.012. Variances from master sign plans

(a) A responsible party seeking a variance from an approved master sign plan, or seeking relief where an approved master sign plan expressly requires approval for a change, shall file a request with the sign administrator.

(b) If the approved master sign plan does not expressly address the requested sign, requested change, or applicable procedure, compliance shall be determined under the generally applicable provisions of this Chapter, and a variance from the master sign plan is not required unless the plan expressly states otherwise.

(c) The sign administrator may administratively approve minor changes to a master sign plan, with or without conditions, if the change involves:

(1) relocation within an approved sign area;

(2) relocation involving a right-of-way only if a required license or authorization is approved;

(3) illumination changes that comply with the outdoor lighting ordinance;

(4) sign face changes with no increase in sign face size;

(5) changes in number or size of tenant panels with no increase in total sign face size; or

(6) changes in letter size or line number with no increase in total sign face size.

(d) City Council review is required for:

(1) additional signs;

(2) increased sign size;

(3) changed sign type;

(4) increased sign height;

(5) changes the sign administrator determines should receive City Council review; or

(6) any change requiring amendment to an ordinance or development agreement.

(e) An applicant may appeal the sign administrator's decision to the City Council within 15 calendar days.

Article 26.04 Existing, Nonconforming, Abandoned, and Damaged Signs

Section 26.04.001. Maintenance of existing signs

(a) All signs shall be maintained in good, safe, clean, and structurally sound condition.

(b) The sign administrator may order repair, repainting, maintenance, or removal of a sign that is unsafe, dilapidated, obsolete, abandoned, or a hazard to public health, safety, or welfare.

(c) Unless immediate action is needed for safety, the City shall provide written notice and not less than 15 calendar days to correct the violation, unless a different cure period is stated in the notice based on the nature of the violation.

(d) If the responsible party fails to comply with a maintenance order within the stated time, the City may remove the sign at the responsible party's expense and pursue all remedies allowed by law.

Section 26.04.002. Nonconforming signs

(a) A lawful sign that existed before the effective date of this Chapter and does not comply with this Chapter is a nonconforming sign.

(b) A nonconforming sign may continue only as allowed by this Article, state law, and any applicable amortization or compensation requirements.

(c) A previously lawful sign does not become unlawful solely because this Chapter is amended or replaced, except to the extent provided by this Article, state law, or a lawful site-specific approval.

(d) A nonconforming sign shall not be enlarged, intensified, converted to a more nonconforming sign, relocated, reconstructed, or structurally altered except as allowed by this Article or by variance.

(e) A nonconforming sign that is altered, relocated, or replaced shall be brought into compliance unless this Article, state law, or a lawful variance allows otherwise.

(f) An existing sign structure that no longer has sign copy, sign face, or active lawful sign use is not entitled to continued nonconforming status unless the sign administrator determines, based on the record, that the structure remains part of a lawful existing sign and has not been abandoned under Section 26.04.006 *[Abandoned or discontinued signs]*.

Section 26.04.003. Newly annexed or newly regulated signs

(a) Signs located in newly annexed areas or newly regulated ETJ areas shall be treated as nonconforming signs if they were lawful when installed.

(b) If a permit is required for that type of sign, the City shall issue a permit upon application if the sign qualifies as a lawful existing sign.

(c) Any lawful amortization period shall begin on the date of annexation or the date the property became subject to this Chapter, unless state law requires a different result.

Section 26.04.004. Existing off-premises signs and billboards

(a) New off-premises commercial billboards are prohibited.

(b) Existing lawful off-premises signs may continue only as lawful nonconforming signs and only to the extent protected by state law and this Article.

(c) No permit for alteration or relocation may be issued for an off-premises sign that was required to be inventoried but was not timely inventoried and reported to the City.

(d) An existing off-premises sign shall not be altered in surface area, shape, orientation, height, illumination, or location without a sign alteration or relocation permit.

(e) Ordinary repairs that do not change surface area, shape, orientation, height, illumination, or location do not require an alteration permit.

(f) A sign alteration permit expires if the approved work is not completed within 90 days after issuance.

(g) If an existing off-premises sign is not maintained in good repair, the City may order repair within 30 calendar days.

(h) If the sign structure or sign area has deteriorated more than 60 percent of replacement value, or is not repaired within the time ordered, the City may order removal as allowed by law.

(i) Replacement of more than 60 percent of an off-premises sign during one calendar year terminates nonconforming status unless state law requires otherwise.

(j) No existing billboard shall exceed 40 feet in height, interfere with driver or pedestrian visibility, or create a traffic hazard.

Section 26.04.005. Damaged or destroyed nonconforming signs

(a) A nonconforming sign that is destroyed or obsolete shall not be rebuilt except as allowed by this Section.

(b) If repair cost is less than 60 percent of the cost of a new sign of the same type at the same location, the sign administrator may issue a no-fee repair permit.

(c) Repairs shall be completed within 60 days after written notice, unless the sign administrator grants one 30-day extension for good cause.

(d) If repair cost is 60 percent or more of replacement cost, the sign shall be removed unless state law requires otherwise.

(e) If a responsible party fails to remove a sign as required, the City may remove and store the sign at the responsible party's expense as allowed by law.

Section 26.04.006. Abandoned or discontinued signs

(a) A sign is abandoned if it relates to a business, project, activity, or use that has ceased operating on the premises for more than one year.

(b) If the property is leased, the sign shall be removed after two years of discontinued use unless a new lawful use of the sign begins.

(c) The responsible party shall remove an abandoned sign and sign structure.

(d) This Section does not require the removal of a sign solely because the message has changed from commercial to noncommercial.

Section 26.04.007. Incentives for compliance

(a) When considering a variance, master sign plan, development approval, or other discretionary approval, the City may consider an applicant's voluntary commitment to remove or bring nonconforming signs into compliance.

(b) The sign administrator may waive sign permit fees for a responsible party that voluntarily brings a nonconforming sign into compliance, if allowed by the fee schedule or City policy.

Section 26.04.008. Redevelopment and sign compliance plans

(a) The City may require a sign compliance plan when a property owner or responsible party applies for:

(1) a site plan;

(2) a planned development or planned development amendment;

(3) a development agreement or amendment;

(4) a plat or replat;

(5) a conditional use permit;

(6) a building permit for substantial exterior renovation, expansion, or redevelopment;

(7) a change of use requiring City approval;

(8) a master sign plan; or

(9) a sign permit for a new permanent sign on a property with one or more nonconforming signs.

(b) A sign compliance plan shall identify all existing signs on the premises, state whether each sign is conforming or nonconforming, and propose one or more of the following:

(1) immediate compliance;

(2) phased compliance;

(3) removal of abandoned or unsafe signs;

(4) consolidation of multiple signs;

(5) replacement with signs meeting current corridor or historic standards;

(6) preservation of lawful nonconforming signs protected by state law; or

(7) a variance or master sign plan request.

(c) The City shall administer this Section consistently with Texas Local Government Code Chapter 216 and other applicable law. This Section does not require uncompensated relocation, reconstruction, or removal of a sign when compensation is required by state law.

(d) Any requirement under this Section to remove, relocate, reconstruct, alter, or replace an existing lawful sign shall be administered consistently with Texas Local Government Code Chapter 216 and any applicable compensation, amortization, or vested-rights protection.

(e) The City may condition discretionary approvals on implementation of an approved sign compliance plan when the condition is related to the approval, proportional to the impact of the project, and lawful under state and federal law.

(f) This Section does not apply to a routine maintenance permit, emergency repair, temporary sign, small real estate sign, daily display sign, minor plat or replat, ownership change, tenant change, interior remodeling, change of use without exterior sign changes, or other minor approval that does not materially change the use, building, site, or permanent signage on the property and does not increase sign area or the degree of nonconformity.

Section 26.04.009. Sign and facade improvement incentives

(a) The City Council may establish by resolution, budget, economic development program, Main Street program, historic preservation program, or other lawful action a voluntary sign and facade improvement incentive program.

(b) The program may include matching grants, reimbursements, design assistance, permit-fee waivers, or other incentives for signs that comply with this Chapter and advance the City's historic, Hill Country, corridor, downtown, gateway, or dark-sky objectives.

(c) The City may require applicants for incentives to submit drawings, color samples, material samples, lighting specifications, landlord authorization, historic approval materials, and proof of permit compliance before fabrication or installation.

(d) Incentive approval does not authorize a sign that violates this Chapter. A sign permit, variance, master sign plan, historic approval, or other approval is still required when applicable.

Article 26.05 Enforcement, Violations, and Remedies

Section 26.05.001. Violations

(a) It is a violation of this Chapter to:

(1) install, display, maintain, alter, relocate, or repair a sign in violation of this Chapter;

(2) install or alter a sign without a required permit;

(3) fail to comply with a permit, variance, master sign plan, condition of approval, or enforcement order;

(4) maintain a prohibited, unsafe, dilapidated, abandoned, or noncompliant sign;

(5) place a sign in a right-of-way or on public property without authorization;

(6) place a sign on another person's property without permission; or

(7) obstruct a street, sidewalk, trail, path, driveway, entrance, exit, sight triangle, or emergency access route.

(b) Each day a violation continues is a separate violation.

(c) A violation of this Chapter may be enforced through notice and correction under Section 26.05.002, as a criminal offense under Section 26.05.003 if designated there or elsewhere in this Chapter, through civil remedies under Section 26.05.004, through permit revocation or removal where authorized, or through any combination of lawful remedies.

Section 26.05.002. Notice and correction

(a) Except as provided in paragraph (b), the City shall provide written notice of a violation and a cure period stated in the notice before removal or prosecution.

(b) No advance notice is required before the City removes a sign that is:

(1) in the right-of-way without authorization;

(2) on another person's property without written permission;

(3) located in a place that creates an immediate safety issue;

(4) obstructing a street, sidewalk, trail, path, driveway, entrance, exit, or access route; or

(5) otherwise subject to immediate removal under state law.

(c) The notice may be given to any responsible party.

(d) If a sign is not corrected within the time stated in the notice, the City may remove the sign and supports, recover costs, file a lien if allowed by law, issue citations, seek civil remedies, or pursue any other lawful remedy.

(e) When the City removes a sign, the City shall make a reasonable effort to identify and notify the owner or other responsible party if the owner or responsible party can be reasonably determined. The City may provide notice by telephone, email, mailed notice, tag, online permit portal, or other reasonable method.

(f) Unless the sign is unsafe, valueless, abandoned, or required to be disposed of sooner by law, the City should hold an impounded sign for at least five business days before disposal. The City may charge an impoundment or retrieval fee established by the City's fee schedule.

(g) Signs removed from a state highway right-of-way may also be removed, stored, or disposed of by TxDOT or another governmental entity under state law. The City is not responsible for signs removed by another governmental entity.

(h) Notice and correction under this Section is an administrative enforcement procedure and does not limit immediate removal authority, criminal enforcement, or civil enforcement where otherwise authorized by this Chapter or by law.

Section 26.05.003. Criminal offenses

(a) A person commits an offense if the person violates a provision of this Chapter designated as an offense by this Section or elsewhere in this Chapter.

(b) An offense is a misdemeanor punishable by a fine not exceeding $500.00 unless state law authorizes a different amount.

(c) Each day a violation continues is a separate offense.

(d) No culpable mental state is required for an offense involving:

(1) placement of a sign in the right-of-way;

(2) placement of a sign on another person's property without permission; or

(3) placement of a sign that obstructs access to property or use of a street, sidewalk, trail, path, or driveway.

(e) The following violations are designated offenses:

(1) prohibited signs under Section 26.01.011 *[Prohibited signs]*;

(2) glare-producing reflective surfaces or unlawful lighting under Section 26.01.012 *[Lighting]*;

(3) noncompliant signs under this Chapter;

(4) unlawful electrical or licensed work under Section 26.03.005 *[Electrical and contractor qualifications]*;

(5) failure to maintain signs under Section 26.04.001 *[Maintenance of existing signs]*;

(6) abandoned or discontinued signs under Section 26.04.006 *[Abandoned or discontinued signs]*; and

(7) any other violation expressly designated as an offense by this Chapter.

Section 26.05.004. Civil remedies

(a) The City may bring a civil action to enforce this Chapter.

(b) Civil remedies may include:

(1) injunctive relief to prevent or correct a violation;

(2) an order requiring removal of a sign at the responsible party's expense;

(3) civil penalties up to $1,000.00 per day when allowed by law;

(4) recovery of removal, storage, administrative, and enforcement costs;

(5) impoundment fees under the City fee schedule; and

(6) any other remedy allowed by law.

Section 26.05.005. Liability

(a) Approval of a sign permit, variance, master sign plan, inspection, or City review does not relieve any person of responsibility for the design, construction, maintenance, repair, removal, or safety of a sign.

(b) The City and its officers, employees, and agents are not liable for personal injury or property damage resulting from a sign merely because the City approved, inspected, or allowed the sign.

Article 26.06 Appendix A. Quick Reference Sign Table

Section 26.06.001. How to use this Appendix

(a) This Appendix is a user guide. If this Appendix conflicts with the text of Chapter 26, the text of Chapter 26 controls.

(b) Use this Appendix in the following order:

(1) Identify the property type or special area that applies to your property.

(2) Find the sign type within that property category.

(3) If more than one category could apply, use the more specific standard.

(4) If the property is governed by a master sign plan, development agreement, historic district standard, or preserved project-specific master sign plan, those more specific standards may modify the general standards below.

(c) If a proposed sign type is not listed in this Appendix, the applicant should confirm whether the sign may qualify for administrative equivalency under Section 26.01.010 *[Administrative equivalency for unlisted sign types]*.

(d) State law may provide broader protections for certain political signs on private property than the general residential size or placement standards summarized in this Appendix. See Texas Election Code § 259.003 and other applicable law.

Section 26.06.002. Contents

This Appendix is organized into the following tables:

(1) General signs and signs allowed across many property types

(2) Residential property

(3) Multifamily residential property

(4) Manufactured home property

(5) Commercial property

(6) Multi-unit, industrial, institutional, public, and agricultural property

(7) Historic district and corridor/overlay signs

(8) Real estate signs

(9) Recreation and specialty signs

Section 26.06.003. General signs and signs allowed across many property types

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Government signs/traffic-control devices	As required	As required	As required	No	Must be placed by or under authority of a governmental entity.
Vehicle sign	Vehicle-mounted	Vehicle-mounted	Not specified	No	Vehicle must be operable and primarily used for transportation.
Vending machine sign	Machine dimensions	Machine dimensions	Per machine	No	Integrated with or limited to machine dimensions.
Memorial plaque/tablet	6 sq. ft.	Building-mounted	As allowed	No	Masonry, bronze, or similar material.
Mural, public art installation, or decorative treatment that is not a sign under Section 26.01.005(e)	Not regulated as a sign	Not regulated as a sign	Not regulated as a sign	No separate sign permit	Not regulated by Chapter 26 unless designed, intended, or used primarily to communicate a commercial message, identify a business or premises, direct attention to a product, service, event, or activity, or otherwise function as advertising or site identification. Historic preservation, building, safety, lighting, and other applicable regulations may still apply.

Door/window operational information	5 sq. ft. total	N/A	No fixed number	No	Business name, unit, hours, contact, open/closed, payment, security, and similar operational information; does not count toward window sign allowance.
Person-carried sign	Not specified	Not specified	Not specified	No	Must not be installed on public property, displayed in or over a public right-of-way without authorization, displayed in a median, driveway throat, or traffic sight triangle, or obstruct a sidewalk, accessible route, fire lane, required exit, or emergency access route; no flashing, moving, or animated lights.

Section 26.06.004. Residential property

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Residential development monument sign	24 sq. ft.	6 ft.	1 per entrance	Yes	8-ft. setback; landscaping; lighting per outdoor lighting ordinance.
Residential construction/development sign	48 sq. ft.	8 ft.	1 per entrance	Yes	Remove at completion or 12 months after construction ceases; master sign plan encouraged for multiple model-home or wayfinding signs.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Residential flags	Primary: 5 ft. x 8 ft.; second: 25 sq. ft.	25-ft. pole or roof height, whichever is lower	2 flags; 1 pole	No	Setbacks apply. Flags may not be used to avoid the standards applicable to another sign type or prohibited display.
Residential noncommercial sign	4 sq. ft.	4 ft. if ground-mounted	1	No	No lighting or movement unless otherwise allowed.
Residential temporary sign	9 sq. ft.	4 ft. unless otherwise approved	1	No	Owner consent; no right-of-way placement.
Home occupation wall sign	4 sq. ft.	Building-mounted	1	No	Not illuminated; flush-mounted.
Residential address sign	As required by code	As required by code	Required	No	Must be visible from adjacent right-of-way.

Section 26.06.005. Multifamily residential property

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Multifamily monument sign	24 sq. ft.	6 ft.	1 per entrance	Yes	8-ft. setback; landscaping.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Multifamily construction/development sign	48 sq. ft.	8 ft.	1 per entrance	Yes	Annual renewal after 12 months if still displayed.
Multifamily wall sign	15 sq. ft.	Building-mounted	1 if no hanging sign	Yes	Near office entrance.
Multifamily hanging sign	8 sq. ft.	7-ft. minimum clearance	1 if no wall sign	Yes	Near office entrance.
Multifamily resident sign	Same as residential lot signs	Same as residential lot signs	As allowed	No	Must be within the resident's leased or owned area and allowed by the property owner when required.

Section 26.06.006. Manufactured home property

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Manufactured home park identification sign	24 sq. ft.	6 ft.	1 per arterial entrance	Yes	Monument or wall sign; 8-ft. setback; landscaping if monument.

Section 26.06.007. Commercial property

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Awning sign	Counts toward wall sign allowance	As approved	1; 2 on corner lot	Yes	One-third of area counts toward wall-sign limit.
Commercial directional signs	4 sq. ft.	4 ft.	4 per premises	No	On-premises only; directional/access/parking/entrance/exit/ wayfinding only; may not obstruct sight distance or circulation.
Commercial hanging sign	8 sq. ft.	7-ft. minimum clearance	1; 2 for qualifying corner/two-entrance sites	Yes	75% storefront width limit.
Commercial monument sign, single business	32 sq. ft. if lot frontage is less than 150 ft.; 48 sq. ft. if lot frontage is 150 ft. or more	6 ft.; up to 8 ft. if lot frontage is 150 ft. or more	1	Yes	8-ft. setback; landscaping; address if displayed at least 6 in.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Commercial wall sign	Lesser of 64 sq. ft. or 1 sq. ft. per linear foot of tenant frontage on each building elevation	District building height	1 per public-facing building elevation with a customer entrance or other legitimate public-facing facade	Yes	75% linear tenant-frontage limit on each elevation; address if displayed at least 6 in.
Wall mural or painted wall display that functions as a sign	Same as applicable wall-sign standard	Same as applicable wall-sign standard	Same as applicable wall-sign standard	Same as applicable wall-sign standard	If the mural or painted display functions primarily as advertising or site identification, it is regulated as a wall sign. If it does not function as a sign under Section 26.01.005(e), no separate sign permit is required under Chapter 26.
Daily display sign (A-frame/sandwich-board/easel sign)	6 sq. ft.	3 ft.	1 per business	No	Display only when open; place on private property or approved location; maintain minimum 5-ft. pedestrian/accessible route.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
New business temporary sign	32 sq. ft.	6 ft.	1 before opening and 1 after opening	Yes	60 days each; not illuminated.
Restaurant menu sign	32 sq. ft.	8 ft.	2 per ordering lane	Yes	Not directed to off-site attention; lighting limits apply.
Accessory digital display	As allowed by underlying operational use	As integrated with the approved structure or equipment	As needed for the on-site use	No variance required if compliant	Must be customarily incidental and subordinate to an on-site business or use; used for on-site ordering, sales, dispensing, pricing, customer service, or similar operational purposes; not primarily intended to attract roadway traffic; must comply with Section 26.01.017 lighting standards; may not flash, scroll, display full-motion video, or simulate movement when visible from the public right-of-way unless otherwise specifically approved.
Small commercial banner	24 sq. ft.	15 ft.	1 per business	No	Secured to building, wall, or fence; may be displayed in addition to nonresidential lot banner; not more than 90 continuous days unless otherwise approved.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Commercial window signs	24 sq. ft.; 48 sq. ft. for qualifying corner/drive-through sites	Window area	Not specified	No	Promotional/decorative window signage; public-safety visibility applies.
Commercial noncommercial sign	36 sq. ft.	6 ft.	1 per lot	No	No lighting or moving parts.
Commercial flags	40 sq. ft. each	25-ft. pole or roof height, whichever is lower	4 flags on 2 poles	No	Setbacks apply. Flags may not be used to avoid the standards applicable to another sign type or prohibited display; nonqualifying fabric displays are regulated as the applicable sign type or prohibited display.

Section 26.06.008. Multi-unit, industrial, institutional, public, and agricultural property

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Multi-unit complex directory sign	48 sq. ft.	6 ft.	1; additional arterial frontage possible	Yes	Landscaping if monument; master sign plan encouraged.
Industrial/institutional wall signs	64 sq. ft. cumulative	Wall-mounted	Cumulative	Yes	8-ft. right-of-way setback.
Industrial/institutional monument sign	48 sq. ft.	8 ft.	1 per lot	Yes	8-ft. right-of-way setback.
Industrial/institutional noncommercial sign	36 sq. ft.	6 ft.	1 per lot	No	No lighting or moving parts.
Industrial/institutional flags	40 sq. ft. each	25-ft. pole or roof height, whichever is lower	4 flags on 2 poles	No	Same flag standards that apply to commercial property; flags may not be used to avoid the standards applicable to another sign type or prohibited display.
Industrial/institutional daily display sign	6 sq. ft.	3 ft.	1 per business	No	Display only when open; place on private property or approved location; maintain minimum 5-ft. pedestrian/accessible route.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Industrial/institutional small commercial banner	24 sq. ft.	15 ft.	1 per business	No	Secured to building, wall, or fence; may be displayed in addition to nonresidential lot banner; not more than 90 continuous days unless otherwise approved.

Section 26.06.009. Historic district and corridor/overlay signs

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Historic post, bracket, and similar pedestrian-scale freestanding sign	8 sq. ft. by default; up to 12 sq. ft. with administrative approval if historically compatible	8 ft. total height; 7-ft. clearance if over walkway	1 per business or tenant frontage	Yes	Includes post-and-arm, bracket, one-post, and two-post sign forms; no internal illumination; historic approval if required.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Existing lawful nonconforming historic pole sign or pole sign structure	Existing lawful sign dimensions	Existing lawful sign height	Existing lawful sign number	No variance solely for continued lawful use	May continue subject to Article 26.04 *[Existing, Nonconforming, Abandoned, and Damaged Signs]*; continued lawful use does not require a variance solely because the sign or structure exceeds the default historic-district height or form.
Existing nonconforming historic pole sign structure proposed for reuse or refacing	As approved administratively	Existing lawful structure height	As approved administratively	Administrative variance	Structure must have been lawfully erected, not abandoned, structurally sound, historically compatible, and may not increase height, location, footprint, number of supports, signable area, or overall degree of nonconformity.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Geographically challenged business locator sign	4 sq. ft. freestanding/A-frame; 6 sq. ft. shared panel	3 ft. if freestanding or A-frame; otherwise height of approved sign structure	1	Administrative approval	Private property only; written property-owner authorization; operating-hours display unless permanent panel; not a billboard substitute.
Historic-district mural or public art treatment that is not a sign under Section 26.01.005(e)	Not regulated as a sign	Not regulated as a sign	As allowed by applicable non-sign regulations	No separate sign permit	Not regulated by Chapter 26 unless it functions primarily as advertising or site identification. Certificate of appropriateness, historic review, lighting, and building or safety approvals may still apply if otherwise required.
Highway corridor monument sign	Base district limit; up to 10 ft. administratively; up to 15 ft. by Council-approved variance or master sign plan	10 ft.; 15 ft. only with specific findings	As approved	Yes	Monument sign only; masonry/stone/stucco/wood or compatible enclosed base; landscaping; dark-sky lighting; TxDOT approval if applicable.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Historic transition zone sign	Base district limit unless otherwise approved	Pedestrian-scale preferred	As approved	Usually yes for permanent signs	Wall, hanging, blade, awning, window, and low-profile monument signs preferred; pole and plastic cabinet signs restricted.
Electronic or LED sign approved by variance/master sign plan	As approved	As approved	As approved	Yes	Static display; auto-dimming; no animation; measurable brightness limits; 3000K unless otherwise approved.

Section 26.06.010. Real estate signs

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Large real estate sign	32 sq. ft.	8 ft.	1 per lot; 2 on corner lots	Yes	Nonilluminated; annual renewal after 12 months; remove after transaction.
Small real estate sign	6 sq. ft.	3 ft.	1 per lot; 2 on corner lots	No	Nonilluminated; remove after transaction.

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Individual unit lease sign	6 sq. ft.	6 ft.	As needed for individual units	No	Must identify the individual unit offered for lease; may be visible from the public right-of-way; may not function as an off-premises advertising sign for unrelated property; remove after lease or transaction.

Section 26.06.011. Recreation and specialty signs

Sign or Property Type	Maximum Area	Maximum Height	Maximum Number	Permit?	Main Conditions
Sports field inward-facing sign	32 sq. ft.	6 ft.	As allowed	No	Must be oriented inward.

Article 26.07 Appendix B. Applicant Checklist

Section 26.07.001. Tenant and business onboarding

(a) A new tenant or business owner should contact the City before ordering, fabricating, or installing a sign.

(b) Property owners, landlords, leasing agents, and business tenants are encouraged to discuss sign rules, certificate of occupancy requirements, utilities, and permit requirements before lease signing or tenant buildout.

(c) A business owner should make sure the owner's contact information is included on any sign permit application filed by a sign company so the owner receives City comments and can monitor vendor response times.

(d) Sign companies are not presumed to know the City's sign standards. Applicants remain responsible for confirming that proposed signs comply before fabrication or installation.

(e) Before ordering or installing a mural, public art feature, decorated rainwater tank, cistern, or other decorative treatment visible from outside the building, the applicant should confirm with the City whether the display will be treated as a sign under Section 26.01.005(e) or as non-sign art or decoration subject only to other applicable regulations.

(f) The City shall maintain on its website, or otherwise make publicly available:

(1) current sign application forms,

(2) the current fee schedule,

(3) measurement diagrams,

(4) stated review timelines,

(5) applicable zoning or overlay maps,

(6) links to ordinances referenced in this Chapter, and

(7) the official or convenience copies of preserved master sign plans identified by property address to the extent legally permissible.

(g) Any handout, summary, webpage, or checklist maintained or made publicly available under subdivision (f) is a guide only and does not replace this Chapter unless an ordinance or other law expressly provides otherwise.

(h) State law may provide broader protections for certain political signs on private property than the general residential size or placement standards summarized in this table. See Texas Election Code § 259.003 and other applicable law.

Section 26.07.002. Examples of noncommercial messages

(a) Examples of noncommercial messages may include civic, charitable, religious, ideological, political, or public-issue messages that do not primarily propose a commercial transaction. These examples are illustrative only and do not limit constitutionally protected noncommercial speech.

(b) A noncommercial message may appear on a sign otherwise allowed by this Chapter, but a mural, public art installation, or decorative treatment that is not a sign under Section 26.01.005(e) does not become regulated signage merely because it contains noncommercial expression.

Section 26.07.003. ETJ properties

(a) Properties in the ETJ are subject to this Chapter only to the extent authorized by Texas law and any applicable agreement, condition of approval, or site-specific regulation.

(b) Applicants with property in the ETJ should confirm with the City which standards the City is asserting for the property before ordering or installing a sign.

Section 26.07.004. Before ordering a sign

Before ordering a sign, a person should:

(1) identify the property type and zoning district;

(2) confirm whether a master sign plan, historic district standard, planned development ordinance, development agreement, or private lease requirement applies;

(3) confirm whether the property is subject to a preserved project-specific master sign plan under Article 26.11 *[Preserved and Future Project-Specific Master Sign Plans]* and obtain the official plan documents before designing, ordering, or installing a sign;

(4) confirm whether the sign is prohibited;

(5) confirm whether a permit is required;

(6) confirm whether a proposed mural, public art installation, or decorated feature, including a rainwater tank or cistern, will be treated as a sign under Section 26.01.005(e) or as non-sign art or decoration;

(7) measure signable area, height, setbacks, storefront width, and right-of-way distance;

(8) check lighting requirements and dark-sky compliance;

(9) obtain property owner authorization;

(10) if the sign cannot meet the standards, request a variance or master sign plan before fabricating or installing the sign;

(11) confirm whether any lawful existing sign on the property will remain lawful as a nonconforming sign under Article 26.04 *[Existing, Nonconforming, Abandoned, and Damaged Signs]* and applicable state law if the sign does not meet current standards; and

(12) confirm whether state law provides different or additional protections or restrictions for the proposed sign type, including any state-law provisions that materially affect or preempt the City's normal sign standards.

Section 26.07.005. Permit application checklist

(a) A complete permit application should include:

(1) city application form;

(2) property owner authorization;

(3) site plan showing location and setbacks;

(4) sign drawing with dimensions, materials, colors, height, and signable area;

(5) building elevation or photograph for wall, awning, hanging, window, or roof signs;

(6) if the sign is illuminated or proposed to be illuminated, a lighting submittal identifying the lighting source, illumination method, fixture type, fixture location, lamp or LED type, lumen output, color temperature, shielding, illumination direction, dimming capability, hours of operation, manufacturer specifications, and any photometric information or night renderings required by the City;

(7) If the application involves a mural, painted surface, public art feature, or decorated rainwater tank or cistern that includes text, logos, symbols, or other messaging, the applicant should identify whether the display is proposed as signage or as non-sign art or decoration and provide any supporting description needed for the City to make that determination;

(8) structural or electrical information if required;

(9) historic district approval if required;

(10) variance or master sign plan materials if requested; and

(11) required fee.

(b) Owner approval, landlord approval, homeowners' association approval, architectural review committee approval, or similar private approval does not constitute City approval and does not waive any City permit, right-of-way, building, electrical, fire, lighting, TxDOT, or other legal requirement.

Article 26.08 Appendix C. Variance Guidance for Applicants

Section 26.08.001. Which type of relief do I need?

(a) Administrative approval applies only where this Chapter expressly authorizes the sign administrator to approve a sign or sign-related request based on stated criteria.

(b) Administrative variance applies only where this Chapter expressly authorizes the sign administrator to grant limited relief from a standard based on stated criteria.

(c) City Council variance applies where the requested relief is not eligible for administrative approval but may be granted without changing the text of this Chapter, a legislatively adopted site-specific ordinance, or an approved master sign plan.

(d) An ordinance amendment, planned development amendment, development agreement amendment, or master sign plan amendment is required where the requested change would establish a new generally applicable rule, modify a legislatively adopted site-specific standard, or approve signs, sign types, sign heights, sign areas, sign locations, or procedures beyond the scope of the administrative and variance authority granted by this Chapter.

Section 26.08.002. Administrative variance examples

An administrative variance may be appropriate when:

(1) a site's grade makes a compliant sign difficult to see safely;

(2) a driveway, utility easement, drainage feature, tree preservation area, or unusual lot shape limits compliant placement;

(3) a multi-tenant panel layout needs minor adjustments without increasing total sign face size;

(4) a sign should be shifted slightly for pedestrian or traffic safety;

(5) muted colors, stone base, landscaping, reduced lighting, or other mitigation offsets a modest dimensional request; or

(6) a coordinated master sign plan would reduce the total number or visual impact of signs.

Section 26.08.003. City Council variance examples

City Council review is generally appropriate when:

(1) the request would materially increase sign height, size, number, or type;

(2) a roof sign, electronic sign, or other normally prohibited sign is requested and the request is not eligible for administrative approval under this Chapter;

(3) the request affects a historic district, gateway corridor, or major development;

(4) the request would be better addressed through a master sign plan;

(5) the request involves public safety, right-of-way, or significant neighborhood impact; or

(6) the sign administrator refers the request to the City Council.

Section 26.08.004. Strong variance application indicators

Strong variance applications usually include:

(1) a clear explanation of the hardship or site condition;

(2) photographs showing visibility, grade, frontage, landscaping, buildings, and nearby signs;

(3) scaled drawings;

(4) a design that uses Hill Country materials and muted colors;

(5) reduced lighting and dark-sky controls;

(6) landscaping or sign consolidation;

(7) landscaping proportional to the sign face, sign base, or sign footprint, when needed to mitigate visual impact;

(8) removal or improvement of nonconforming signs;

(9) evidence that the requested relief is the minimum needed; and

(10) mitigation measures proportionate to the scale of the request, which may include increased landscaping, reduced lighting, additional setbacks, sign consolidation, or other site-specific design measures.

Article 26.09 Appendix D. TxDOT and State Highway Right-of-Way Coordination

(a) Signs located in, over, or affecting a state highway right-of-way require all approvals required by TxDOT, the Texas Manual on Uniform Traffic Control Devices, the Texas Transportation Code, and any municipal maintenance agreement or other intergovernmental agreement applicable to the right-of-way.

(b) A City sign permit does not authorize a sign in a state highway right-of-way unless TxDOT approval or other required right-of-way authorization has also been obtained.

(c) Unauthorized signs in a state highway right-of-way may be removed as allowed by state law, City ordinance, and any applicable municipal maintenance agreement.

(d) City gateway signs, wayfinding signs, City Pride signs, historic route signs, heritage trail signs, and other public signs within or near a state highway right-of-way shall comply with applicable TxDOT design, breakaway support, retroreflectivity, location, and maintenance requirements.

(e) The City may require an applicant for a sign near a state highway to provide evidence of TxDOT approval, evidence that TxDOT approval is not required, or a site plan showing that the sign is outside the state highway right-of-way.

(f) Temporary or privately placed signs located in or near a state highway right-of-way may be subject to removal by TxDOT, the City, or a contractor acting under lawful authority, including during roadway construction or maintenance activities.

Article 26.10 Appendix E. Corridor and Historic District Design Guide

This Appendix provides design guidance for highway corridor overlays, gateway corridors, historic transition zones, and historic districts. If this Appendix conflicts with the text of Chapter 26, the text controls.

Section 26.10.001. Preferred sign types by area

Area	Preferred Sign Types	Discouraged or Restricted Sign Types
High-speed highway corridor	Low-profile monument signs, coordinated multi-tenant monument signs, wall signs integrated with architecture	Exposed pole signs, feather banners, inflatable signs, flashing signs, portable signs, oversized internally illuminated cabinet signs
Gateway corridor	Monument signs, wall signs, hanging signs, coordinated project signs, landscaped directory signs	Signs with exposed poles, high-glare signs, signs without landscaping, signs incompatible with corridor character
Historic transition zone	Wall signs, hanging signs, blade signs, awning signs, window lettering, small monument signs	Freestanding pole signs, plastic cabinet signs, internally bright signs, signs that obscure architectural features
Historic district	Pedestrian-scale wall, window, hanging, bracket, post-and-arm, one-post, or two-post freestanding signs, painted, carved, metal, wood, or externally illuminated signs	Signs damaging historic materials, oversized signs, high-glare signs, false-historic designs, signs blocking architectural details

Note: Murals, public art, and decorative treatment of structures may be appropriate in corridor, gateway, transition, and historic areas when they are integrated with the architecture or site and do not function primarily as advertising or site identification. If such a display functions primarily as advertising or site identification, it should be reviewed as the applicable sign type under Chapter 26.

Section 26.10.002. Preferred materials

(a) Preferred sign materials include:

(1) Native limestone, stone, brick, masonry, stucco, solid wood, matte metal, architectural-grade fiber cement, and other durable materials compatible with the principal building, surrounding area, and Hill Country style.

(2) Muted, natural, and earth-tone colors are preferred. Bright, fluorescent, highly reflective, and high-saturation dominant colors are discouraged in corridor and historic areas.

(b) Sign supports and surrounds should be integrated with the building or site design. Exposed poles are discouraged and may be prohibited in overlay areas.

(c) Decorative treatment of walls, screening elements, and functional site features, including rainwater tanks and cisterns, may use painted, mosaic, sculptural, or similar artistic treatment compatible with the building or site. When the display does not function as signage under Section 26.01.005(e), this Appendix treats the feature as art or decoration rather than as a sign.

Section 26.10.003. Lighting guidance

(a) Lighting should be warm, shielded, low-glare, and directed only to the sign face.

(b) Lighting should avoid spillover into residential property, public rights-of-way, and driver sightlines.

(c) Halo lighting, shielded external lighting, and individual low-glare lettering are preferred in historic and transition areas.

(d) Bright internally illuminated plastic cabinet signs are discouraged in historic, gateway, and transition areas.

Section 26.10.004. Typography and design guidance

(a) Lettering should be readable, simple, and scaled to the building and viewing distance.

(b) Historic districts may encourage typography compatible with the age, architecture, and character of the building, but contemporary branding may be appropriate when materials, scale, placement, and illumination are compatible.

(c) Signs should not create a false sense of history by making a new sign or building appear to be from a period it does not represent.

(d) Signs should not cover or damage character-defining architectural features, including transoms, cornices, columns, stonework, decorative brickwork, windows, doors, or historic trim.

(e) Hill Country style references in this Appendix shall be interpreted consistently with Articles 24.03 and 28.05 of this Code, as amended.

(f) In historic districts and transition areas, murals and public art should not be used as a substitute for oversized wall signage, off-premises advertising, or branding that would otherwise require review under Chapter 26. Text, logos, slogans, repeated brand identifiers, menus, pricing, or similar message elements that cause a mural or decorative treatment to function primarily as advertising or site identification should be reviewed as signage.

Article 26.11 Preserved and Future Project-Specific Master Sign Plans

Section 26.11.001. Purpose and effect

(a) The purpose of this Article is to preserve previously approved project-specific master sign plans and to provide a consistent codification system for future project-specific master sign plans.

(b) A project-specific master sign plan is a site-specific sign approval adopted or approved by the City for a particular property, subdivision, development, mixed-use project, commercial center, institutional campus, or other defined area.

(c) A project-specific master sign plan may include sign locations, sign types, sign dimensions, sign height, tenant panels, materials, lighting, landscaping, maintenance obligations, replacement procedures, variance procedures, design standards, exhibits, drawings, and other project-specific signage requirements.

(d) Project-specific master sign plans are legislative or administrative approvals applicable only to the property or development described in the applicable adopting ordinance, approval document, development agreement, planned development ordinance, or master sign plan.

Section 26.11.002. Preservation of previously approved master sign plans

(a) A project-specific master sign plan, planned development sign plan, development agreement sign plan, site-specific sign ordinance, or project-specific sign appendix adopted or approved by the City before the effective date of the 2026 Sign Ordinance remains valid, enforceable, and controlling for the property covered by that approval.

(b) Adoption of the 2026 Sign Ordinance does not repeal, amend, supersede, impair, terminate, or invalidate any previously approved project-specific master sign plan unless the adopting ordinance expressly identifies the plan and states the City's intent to repeal, amend, supersede, impair, terminate, or invalidate that plan.

(c) The project-specific master sign plans listed in Sections 26.11.100 through 26.11.111 are preserved and incorporated by reference.

(d) The City Secretary shall maintain the official copy of each preserved master sign plan, including adopting ordinances, exhibits, drawings, amendments, conditions of approval, and any related development agreements or planned development ordinances.

(e) Failure to list, attach, scan, publish, hyperlink, or reproduce a previously approved master sign plan in the codified Code does not invalidate the plan if the plan was otherwise lawfully adopted or approved.

Section 26.11.003. Relationship to Chapter 26

(a) For property covered by a preserved or future project-specific master sign plan, the project-specific master sign plan may be more restrictive or less restrictive than Chapter 26 and controls over conflicting general provisions of Chapter 26 but only to the extent the plan expressly addresses or modifies the issue.

(b) Signs, sign types, sign measurements, sign materials, sign lighting standards, sign conditions, sign procedures, and other sign matters not addressed by the project-specific master sign plan shall comply with the generally applicable provisions of Chapter 26.

(c) If a project-specific master sign plan states that later-adopted City sign regulations control, then this Chapter shall control to the extent stated in the plan.

(d) Later adopted amendments to Chapter 26 do not repeal, supersede, impair, terminate, or render nonconforming any sign, standard, approval, permit, condition, or procedure authorized by a preserved or future project-specific master sign plan unless the later ordinance expressly identifies the applicable master sign plan and states that it is being amended, repealed, superseded, impaired, or terminated.

(e) If state or federal law requires a different result, state or federal law controls.

(f) Project-specific master sign plans shall be interpreted, administered, and enforced in a content-neutral and viewpoint-neutral manner.

Section 26.11.004. Administration, amendments, and enforcement

(a) A sign permit application for property covered by a project-specific master sign plan shall be reviewed for compliance with:

(1) the applicable project-specific master sign plan;

(2) this Chapter, to the extent not inconsistent with the project-specific master sign plan;

(3) the outdoor lighting ordinance;

(4) the building code, electrical code, fire code, and other applicable technical codes;

(5) applicable historic preservation requirements; and

(6) applicable state and federal law.

(b) Amendments, administrative adjustments, variances, tenant panel changes, replacements, refacing, relocation, and enforcement actions shall follow the procedure expressly stated in the applicable project-specific master sign plan.

(c) If the applicable project-specific master sign plan does not expressly provide a procedure, or if the plan provides only partial direction, the procedures in Article 26.03 *[Permits, Variances, Appeals, and Master Sign Plans]*, Article 26.04 *[Existing, Nonconforming, Abandoned, and Damaged Signs]*, and Article 26.05 *[Enforcement, Violations, and Remedies]* apply to the extent necessary to administer the issue.

(d) A project-specific master sign plan may be amended only by:

(1) ordinance;

(2) development agreement amendment;

(3) planned development amendment;

(4) master sign plan amendment approved under this Chapter; or

(5) another procedure expressly authorized by the applicable project-specific master sign plan or City ordinance.

(e) A violation of a project-specific master sign plan is a violation of this Chapter and may be enforced under Article 26.05 *[Enforcement, Violations, and Remedies]* and any enforcement provision contained in the applicable plan.

(f) Approval or preservation of a project-specific master sign plan authorizes only those signs, sign locations, sign types, sign dimensions, sign materials, sign lighting standards, procedures, and related approvals expressly stated in the applicable plan or otherwise allowed by Chapter 26. Approval or preservation of a project-specific master sign plan does not, by itself, authorize additional signs, larger signs, taller signs, different sign types, off-premises advertising signs, or signs in locations not approved by the City.

(g) Owner approval, landlord approval, property manager approval, private design-review approval, homeowners' association approval, architectural review committee approval, or similar non-City approval does not constitute City approval and does not waive any City permit, inspection, code, right-of-way, building, electrical, fire, lighting, TxDOT, or other legal requirement.

Section 26.11.005. Numbering system

(a) Sections 26.11.100 through 26.11.199 are reserved for project-specific master sign plans adopted or approved before the effective date of the 2026 Sign Ordinance.

(b) Sections 26.11.200 and following are reserved for project-specific master sign plans adopted or approved after the effective date of the 2026 Sign Ordinance.

(c) The City may assign future project-specific master sign plans sequentially beginning with Section 26.11.200.

(d) Repeal, expiration, termination, amendment, or replacement of a project-specific master sign plan does not require renumbering of later sections.

(e) The City may mark a repealed, expired, terminated, superseded, or replaced master sign plan section as "reserved," "repealed," "expired," "superseded," or "replaced," as applicable.

Section 26.11.006. Official copies and public access

(a) The City Secretary shall maintain the official copy of each project-specific master sign plan listed or adopted under this Article.

(b) The official copy may include:

(1) the adopting ordinance;

(2) the master sign plan text;

(3) property descriptions;

(4) exhibits;

(5) drawings;

(6) maps;

(7) sign elevations;

(8) sign location plans;

(9) amendments;

(10) conditions of approval;

(11) related development agreements;

(12) related planned development ordinances; and

(13) related administrative approvals.

(c) The City may publish copies, summaries, tables, links, or downloadable documents for public convenience.

(d) The City shall make preserved master sign plans publicly accessible and searchable by property address to the extent legally permissible.

(e) If a published copy, summary, table, link, or downloadable document conflicts with the official copy maintained by the City Secretary, the official copy controls.

(f) A project-specific master sign plan may be codified by incorporation by reference rather than by reproducing the full text of the plan in the Code. If a plan is incorporated by reference, the official copy maintained by the City Secretary controls.

Section 26.11.100. Reserved

This section is reserved for administrative use, indexing, or future codification of a preserved master sign plan omitted from the initial list.

Section 26.11.101. Master Sign Plan for The Commons

(a) The **Master Sign Plan for The Commons**, adopted by Ordinance No. 1251.06, is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including the property commonly known as **The Commons**, 100 Commons Road, Dripping Springs, Texas 78620, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not addressed by the plan shall comply with the generally applicable provisions of Chapter 26.

Section 26.11.102. Master Sign Plan for Belterra Village

(a) The **Master Sign Plan for Belterra Village**, adopted by Ordinance No. 2018-18 and amended by Ordinance No. 2020-65, is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance, amendment, and approved master sign plan documents, including the property known as **Belterra Village**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions/measurements, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

Section 26.11.103. Master Sign Plan for Sawyer Ranch Subdivision

(a) The **Master Sign Plan for the Sawyer Ranch Subdivision**, adopted by Ordinance No. 1251.07, is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including property at or within **Sawyer Ranch**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions/measurements, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

Section 26.11.104. Master Sign Plan for Founders Ridge Subdivision

(a) The **Master Sign Plan for Founders Ridge Subdivision** is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including property at or within **Founders Ridge Subdivision**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs not addressed by the plan shall comply with the generally applicable provisions of Chapter 26.

(e) The City Secretary may insert the applicable adopting ordinance number, amendment history, and official plan reference during codification.

Section 26.11.105. Master Sign Plan for Blue Blazes Ranch

(a) The **Master Sign Plan for Blue Blazes Ranch** is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including property at or within **Blue Blazes Ranch**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions/measurements, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

(e) The City Secretary may insert the applicable adopting ordinance number, amendment history, and official plan reference during codification.

Section 26.11.106. Master Sign Plan for Headwaters Subdivision

(a) The **Master Sign Plan for Headwaters Subdivision** is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including property at or within **Headwaters Subdivision**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions/measurements, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

(e) The City Secretary may insert the applicable adopting ordinance number, amendment history, and official plan reference during codification.

Section 26.11.107. Master Sign Plan for Dripping Springs Medical Village

(a) The **Master Sign Plan for Dripping Springs Medical Village** is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including property at or within **Dripping Springs Medical Village**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions/measurements, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

(e) The City Secretary may insert the applicable adopting ordinance number, amendment history, and official plan reference during codification.

Section 26.11.108. Master Sign Plan for Big Sky Ranch Subdivision

(a) The **Master Sign Plan for Big Sky Ranch Subdivision** is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including property at or within **Big Sky Ranch Subdivision**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions/measurements, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

(e) The City Secretary may insert the applicable adopting ordinance number, amendment history, and official plan reference during codification.

Section 26.11.109. Master Sign Plan for Trailhead Market

(a) The **Master Sign Plan for Trailhead Market** is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including property at or within **Trailhead Market**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions/measurements, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

(e) The City Secretary may insert the applicable adopting ordinance number, amendment history, and official plan reference during codification.

Section 26.11.110. Master Sign Plan for Cannon Ranch Subdivision

(a) The **Master Sign Plan for Cannon Ranch Subdivision** is preserved and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents, including property at or within **Cannon Ranch Subdivision**, to the extent stated in the plan.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, remains valid and controlling for signage on the covered property.

(d) Signs, sign types, sign dimensions/measurements, sign locations, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

(e) The City Secretary may insert the applicable adopting ordinance number, amendment history, and official plan reference during codification.

Section 26.11.111. Reserved for additional preserved master sign plans

This section is reserved for any additional project-specific master sign plan adopted or approved before the effective date of the 2026 Sign Ordinance that is later identified by the City and preserved by ordinance, codification supplement, or other lawful action.

Section 26.11.200. Future master sign plans generally

(a) Project-specific master sign plans adopted or approved after the effective date of the 2026 Sign Ordinance shall be codified in this Division beginning with Section 26.11.200.

(b) Each future project-specific master sign plan shall be assigned a separate section number.

(c) Unless the adopting ordinance provides otherwise, a future project-specific master sign plan shall be incorporated by reference rather than reproduced in full in the codified Code.

(d) The adopting ordinance for a future project-specific master sign plan should identify:

(1) the project name;

(2) the covered property;

(3) the adopting ordinance number;

(4) whether the plan is incorporated by reference or codified in full;

(5) which specific provisions of Chapter 26 the plan modifies, supplements, replaces, or leaves unchanged for the covered property, the extent to which the plan expressly addresses or modifies each such issue, and whether the plan is more restrictive or less restrictive than the generally applicable standards;

(6) where the official plan documents will be maintained;

(7) any amendment or administrative adjustment procedure; and

(8) any special enforcement or expiration provisions.

Section 26.11.201. Form of future codification

Unless the City Council directs otherwise, a future project-specific master sign plan may be codified substantially as follows:

Sec. 26.11.___. Master Sign Plan for [Project Name].

(a) The Master Sign Plan for [Project Name], adopted by Ordinance No. [ordinance number], is adopted and incorporated by reference.

(b) The plan applies to the property described in the adopting ordinance and approved master sign plan documents.

(c) The plan, including all exhibits, drawings, amendments, and conditions of approval, controls signage on the covered property.

(d) Signs, sign types, sign conditions, sign measurements, sign materials, sign lighting standards, sign procedures, and other sign matters not expressly addressed or modified by the plan shall comply with the generally applicable provisions of Chapter 26.

(e) The City Secretary shall maintain the official copy of the plan.

Section 26.11.202. Reserved

Reserved for future project-specific master sign plan.

Section 26.11.203. Reserved

Reserved for future project-specific master sign plan.

Section 26.11.204. Reserved

Reserved for future project-specific master sign plan.

Section 26.11.205. Reserved

Reserved for future project-specific master sign plan.

SIGN ORDINANCE — TABLE OF CONCORDANCE

Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.01 — General provisions	Overall organization	26.01.004; Art. 26.02 generally	Existing ordinance relied on Appendix A as a summary chart and organized most substantive rules by district.	**26.01.004; Arts. 26.02, 26.06–26.11**	Final draft adds a chapter roadmap, reorganizes standards by property type, expands appendices, and creates a separate article for preserved/future master sign plans.	Global rewrite; reorganization	Impact on Businesses and Applicants	Intended to make the code easier to use and administer. This responds generally to usability concerns later emphasized by Council Member Ana Grace Husted and business commenters.
26.01 — General provisions	Purpose and findings	26.01.002	Focused on public safety, community aesthetics, economic vitality, business visibility, and free speech protections.	**26.01.002**	Adds readability, dark-sky protection, content-neutrality, and express noncommercial-speech protection.	Expansion; clarification	Legal; constitutional	Strengthens legislative basis for aesthetics, safety, and constitutional framing.
26.01 — General provisions	Geographic scope and hierarchy	26.01.003	Applied to all property in the city limits and ETJ; all signs had to comply with the chapter and other applicable codes.	**26.01.003**	Applies to all signs in the city limits; ETJ only to the extent authorized by Texas law; expressly states site-specific ordinances/master sign plans control where they modify a standard.	Clarification; hierarchy rule	Legal; constitutional	Makes ETJ application more cautious and clarifies interaction between the chapter and site-specific approvals.
26.01 — General provisions	Applicant roadmap	26.01.004	Directed users to Appendix A as the summary chart.	**26.01.004**	Adds a step-by-step guide: prohibited sign check, permit check, property category, general rules, special areas, and relief options.	New section	Procedure; administration	Usability improvement; consistent with Council Member Ana Grace Husted's request that users be able to answer basic sign questions more easily.

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Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.01 — General provisions	General interpretation rules	No direct equivalent	No standalone content-neutral administration section.	**26.01.005**	Adds even-handed/content-neutral administration, narrow "read the sign only as needed" rule, general interpretive rules, and a functional rule that murals, public art, and decorative treatment are not signs unless they function primarily as advertising or site identification.	New section	Legal; constitutional	Added for First Amendment clarity and consistent administration.
26.01 — General provisions	Murals, public art, and decorative treatment	No direct equivalent	Existing ordinance did not clearly distinguish murals, public art, or decorative treatment of structures from regulated signage.	**26.01.005(e)-(f); 26.01.006; 26.01.009(16)**	Adds a functional test providing that a mural, public art installation, or decorative treatment of a structure, including a rainwater tank, cistern, water-storage feature, screening element, or similar feature, is not a sign unless it functions primarily as advertising or site identification; adds "Mural" and "Public art" definitions; and adds a confirming permit-exempt item for murals/public art/decorative treatment that are not signs.	New clarification; functional carveout	Legal; constitutional; implementation	Added to clarify treatment of non-sign art and decorative features while preserving regulation of commercialized displays and reducing ambiguity in administration.

SIGN ORDINANCE — TABLE OF CONCORDANCE

Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.01 — General provisions	Definitions generally	26.01.005	Older, more conventional definitions; fewer modern/constitutional terms.	**26.01.006**	Rewritten in plainer language and expanded to include commercial/noncommercial messages, on-/off-premises signs, person-carried signs, accessory digital displays, and new definitions for “Mural” and “Public art.”	Rewrite; expansion	Legal; constitutional	Improves readability, constitutional framing, and classification of art/decorative features visible from outside.
26.01 — General provisions	Responsible party	26.01.005	Broader liability-oriented definition tied to business owner, property owner, sign owner, installer, and person retrieving from impound.	**26.01.006**	Narrowed to persons with ownership, control, authorization, installation, maintenance, or legal duty.	Narrowing; clarification	Implementation; usability	Prompted by citizen feedback from Chadwick Fox objecting to overbreadth.
26.01 — General provisions	Right-of-way	26.01.005	Broadly included public roads, sidewalks, waterways, and utility easements in which a governmental entity has an interest.	**26.01.006**	Ties the concept to publicly owned/controlled corridors and public areas the government has the legal right to regulate.	Narrowing; clarification	Implementation; usability	Prompted by citizen feedback from Chadwick Fox regarding overbreadth.
26.01 — General provisions	Abandoned sign cross-reference	26.01.005	Pointed to the wrong section.	**26.01.006**	Corrected to Section 26.04.006.	Drafting correction	Implementation; usability	Specifically identified by citizen feedback from Chadwick Fox.

SIGN ORDINANCE — TABLE OF CONCORDANCE

Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.01 — General provisions	Person-carried signs	26.01.008(11); 26.01.009(b)(12)	Existing ordinance expressly allowed a noncommercial sign carried by a person, but separately prohibited body-worn commercial signs/ads.	**26.01.006; 26.01.009(15); 26.01.011(24)**	Adds "person-carried sign" definition; narrows portable-sign definition; adds permit-exempt allowance for limited person-carried signs; replaces body-worn commercial-ad prohibition with a location/obstruction-based rule.	Content-neutral rewrite; recast	Legal; constitutional	Prompted by Council Member Ana Grace Husted's legal-review comments on message-based restrictions.
26.01 — General provisions	Flags and anti-circumvention	26.01.009(b)(23); 26.02.001(2)(A); 26.02.004(4)	Allowed noncommercial flags, but separately prohibited flags with a commercial message.	**26.01.006; 26.02.001(d); 26.02.004(n)-(o)**	Removes commercial-message trigger, rewrites flag definition to exclude feather banners/pennants/inflatables, and adds anti-avoidance rule.	Content-neutral rewrite; anti-circumvention	Legal; constitutional	Prompted by Council Member Ana Grace Husted's legal-review comments and the policy concern that flags not become an end-run around sign regulation.
26.01 — General provisions	Administration and equivalency	26.01.006	Existing administrator could issue permits, interpret provisions, and grant variances.	**26.01.007; 26.01.010**	Expanded administrative authority and created written administrative equivalency for unlisted sign types.	Expansion; new tool	Implementation; usability	Administrative-equivalency idea was later requested by Council Member Ana Grace Husted to avoid rigid obsolescence.
26.01 — General provisions	General design and maintenance standards	26.01.012-.015	Lighting compliance, wind pressure, other-code compliance, and noncompliant-sign prohibitions were dispersed.	**26.01.008**	Consolidates universal safety, maintenance, egress, lighting, ROW, address, building-code, and historic-preservation rules.	Consolidation; expansion	Impact on Businesses and Applicants	Easier for applicants and staff to locate the universal rules.

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Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.01 — General provisions	Permit-exempt signs	26.01.008	Permit-exempt signs were listed, but in a more compressed structure.	**26.01.009**	Reorganized permit-exempt categories and tied them expressly to safety, lighting, location, and maintenance rules; also confirms that a mural, public art installation, or decorative treatment that is not a sign under Section 26.01.005(e)-(f) does not require a separate sign permit.	Revision; reorganization	Procedure; administration	Improves usability and clarifies that non-sign art/decorative treatment is outside Chapter 26.
26.01 — General provisions	Prohibited signs generally	26.01.009	Prohibited portable signs, frequent-change electronic signs, off-premises commercial signs, feather banners, body-worn commercial ads, inflatables, pennants, commercial-message flags, etc.	**26.01.011**	Keeps a comprehensive list but updates several categories, adds equivalency carveout, rewrites electronic-sign restrictions, removes commercial-message flag ban, and recasts person-carried-sign rule.	Revision; modernization	Legal; constitutional	Reflects legal review, business feedback, and usability concerns.
26.01 — General provisions	Electronic signs and accessory digital displays	26.01.009(b)(3); 26.01.012(b); 26.02.004(1)(F)	Existing code broadly regulated electronic signs and menu screens; no separate accessory digital display category.	**26.01.011(5)-(6); 26.01.017; 26.02.004(h)**	Narrows prohibition to roadway-attention and distracting displays, adds measurable standards, and creates a carveout for on-site accessory digital displays.	Narrowing; new category; objective standards	Implementation; usability	Strongly prompted by Council Member Ana Grace Husted's later comments on not sweeping in drive-through menus, kiosks, fuel-price displays, and similar screens.

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Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.01 — General provisions	Lighting rules and measurable standards	26.01.012	Indirect illumination, no glare, no variable color/intensity more than once an hour, no CEVMS visible from roadway.	**26.01.012; 26.01.017**	Restates general lighting rules and adds measurable standards, 3000K cap, calibrated-meter/footcandle methodology, and dimming requirements.	Rewrite; expansion	Implementation; usability	Prompted in part by Council Member Ana Grace Husted's request for measurement methodology.
26.01 — General provisions	Hill Country/design guidance	26.01.005 definition	Short Hill Country style definition only.	**26.01.013; 26.10**	Adds full design-preference section and appendix guide, while clarifying that preferences are not independent denial standards.	Expansion; clarification	Impact on Businesses and Applicants	Responds to citizen/business feedback from Becky Atkins and Chadwick Fox and later Husted comments on objective vs. subjective standards.
26.02 — Signs by property type	Residential signs	26.02.001	District-based residential rules with residential development signs, flags, noncommercial signs, address signs, and one additional temporary sign.	**26.02.001**	Reframed as residential property; same core categories, cleaner organization, revised flag treatment.	Reframing; clarification	Implementation; usability	Easier property-type application.
26.02 — Signs by property type	Multifamily signs	26.02.002	Multifamily monument signs, construction signs, one wall or hanging sign, and residential-style resident signs.	**26.02.002**	Preserves same categories in a cleaner property-type format.	Clarification; continuity	Implementation; usability	Readability improvement.

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Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.02 — Signs by property type	Manufactured home signs	26.02.003	One monument or wall sign at each arterial entrance; residents could use residential sign allowances.	**26.02.003**	Same concept, clearer drafting.	Clarification; continuity	Implementation; usability	No major policy shift.
26.02 — Signs by property type	Commercial wall signs	26.02.004(1)(A)	One wall sign per business with limited second-sign situations; used both storefront area and width concepts plus 64 sq. ft. cap.	**26.02.004(b)**	Uses lesser-of frontage formula and allows one sign on each qualifying public-facing elevation.	Revision; objective formula; increased flexibility	Impact on Businesses and Applicants	Prompted by citizen feedback from Chadwick Fox and later expanded by Council Member Ana Grace Husted.
26.02 — Signs by property type	Commercial monument signs	26.02.004(1)(D)	One sign; 32 sq. ft.; 6 ft.; 8-ft setback; landscaping.	**26.02.004(e)**	Frontage-based proportional monument-sign area and height standards.	Revision; proportional expansion	Implementation; usability	Prompted by Council Member Ana Grace Husted's later comments on larger sites and roadway context.
26.02 — Signs by property type	Restaurant menu signs	26.02.004(1)(F)	32 sq. ft.; 8 ft.; internal illumination allowed; multiple menu signs by ordering lane.	**26.02.004(g)**	Keeps category with clearer on-premises/off-site-attention language.	Clarification; narrowing	Implementation; usability	Better alignment with the ordinance's overall structure.
26.01 — General provisions	Window signs and operational information	26.01.008(12); 26.02.004(2)(B)	Window-sign area limits plus separate 5-sq.-ft. business-related signs through windows.	**26.02.004(j); 26.01.009(10)**	Separates decorative/promotional window signs from operational information signs and states the latter do not count toward window-sign allowance up to 5 sq. ft.	Clarification; usability improvement	Impact on Businesses and Applicants	Helps applicants calculate compliance; aligns public-facing and operative rules.

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Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.02 — Signs by property type	Banners	26.01.008(13); 26.02.004(2)(C); 26.02.007	Allowed nonresidential banners and small commercial banners; duration unclear.	**26.02.007; 26.02.004(l)**	Keeps overall structure but adds express 90-day continuous display limit.	Clarification; temporal limit	Implementation; usability	Prompted by Council Member Ana Grace Husted and also flagged by citizen Chadwick Fox.
26.02 — Signs by property type	Historic district signs	26.02.008	Historic district standards existed, but less fully developed and less applicant-facing.	**26.02.008**	Expanded section with preferred historic features, pedestrian-scale freestanding signs, and lawful reuse/refacing path for existing historic nonconforming pole signs.	Expansion; flexibility	Impact on Businesses and Applicants	Responds to business/community feedback on historic-district sign types and visibility.
26.02 — Signs by property type	Real estate signs	26.01.016-.017	Large and small real-estate signs in separate sections; individual-unit signs not legible from ROW.	**26.02.009**	Consolidates real-estate signs and allows individual-unit signs to be visible from ROW if limited to unit identification.	Reorganization; practical correction	Impact on Businesses and Applicants	Prompted by citizen feedback from Chadwick Fox.
26.02 — Signs by property type	Highway/gateway overlays and locator signs	No direct equivalent	No developed standalone corridor/gateway and locator-sign framework.	**26.02.010**	Creates corridor/gateway/historic-transition overlay standards and geographically challenged business locator sign process.	Major new section	Impact on Businesses and Applicants	Prompted by Small Business Alliance feedback from Becky Atkins and citizen feedback from Chadwick Fox on corridor visibility and context-sensitive rules.
26.02 — Signs by property type	Master sign plans	26.03.005 and related provisions	Master sign plans existed, but in a less developed procedural framework.	**26.02.011; 26.03.011-.012 ; 26.11**	Expanded standards, review deadlines, hierarchy rules, preserved-plan framework, and future codification template.	Expansion; procedural clarification; preservation	Procedure; administration	Needed to preserve site-specific approvals and make master-sign-plan administration more coherent.

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Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.03 — Permits and relief	Permit required/relief hierarchy	26.03.001-.004	More conventional permit and variance structure.	**26.03.001-.010**	Adds explicit relief hierarchy, application tiers, deadline remedies, narrowed referral criteria, written findings, and longer appeal windows.	Expansion; procedural restructuring	Procedure; administration	Prompted by citizen feedback from Chadwick Fox and Council Member Ana Grace Husted.
26.04 — Existing/nonconforming signs	Existing/nonconforming signs	26.04.001-.002	Existing-sign maintenance and newly annexed signs existed, but less detailed overall treatment.	**26.04.001-.009**	Full article with maintenance, grandfathering, newly regulated areas, damaged signs, abandonment, incentives, redevelopment compliance plans, and Chapter 216 protections.	Major expansion; reorganization	Legal; constitutional	Strongly responsive to Council Member Ana Grace Husted and Becky Atkins on grandfathering and clarity.
26.05 — Enforcement	Enforcement article	26.05.001-.002	Violations/offense structure existed, but in a shorter format.	**26.05.001-.005**	Full violations, notice-and-correction, criminal, civil, and liability framework.	Expansion; reorganization	Procedure; administration	Gives clearer enforcement tools and procedures.
26.06–26.11 — Appendices/plans	Appendix A	Appendix A chart	Simpler chart keyed to existing ordinance structure.	**26.06**	Expanded quick-reference guide by property type and sign context.	Applicant-guidance expansion	Impact on Businesses and Applicants	Supports user-friendliness and easier lookup.
26.06–26.11 — Appendices/plans	Appendix B	No direct equivalent	No standalone applicant checklist appendix.	**26.07**	New applicant checklist, website/public-materials commitments, ETJ guidance, and public-facing examples.	New appendix	Impact on Businesses and Applicants	Prompted by Pam King, Becky Atkins, and Council Member Ana Grace Husted.

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Article group	Topic	Old section	Old rule	New section	New rule	Type of change	Policy Objective	Rationale/feedback source
26.06–26.11 — Appendices/plans	Appendix C	No direct equivalent	No standalone applicant-facing variance guide.	**26.08**	New variance-guidance appendix.	New appendix	Procedure; administration	Helps nonlawyers/applicants understand relief options.
26.06–26.11 — Appendices/plans	Appendix D	No direct equivalent	No standalone TxDOT/highway ROW guidance appendix.	**26.09**	New TxDOT/highway ROW coordination appendix.	New appendix	Implementation; usability	Clarifies separate state-highway constraints.
26.06–26.11 — Appendices/plans	Appendix E	No direct equivalent	No separately article-numbered corridor/historic design guide.	**26.10**	New corridor and historic district design guide.	New appendix	Implementation; usability	Supports implementation of design-related objectives.
26.06–26.11 — Appendices/plans	Preserved and future project-specific master sign plans	Existing appendices; historical approvals	Existing project-specific standards embedded in prior ordinance structure.	**26.11**	New preservation, hierarchy, numbering, public-access, and future-codification framework.	Major new article; recodification	Implementation; usability	Needed to preserve old approvals while moving to a rewritten citywide code.

Section / topic	Prior wording or position	Updated change	Rationale / feedback from
26.01.006 — Abandoned sign	Definition cross-referenced the wrong section in the earlier draft.	Change the definition so “Abandoned sign” points to Section 26.04.006 [Abandoned or discontinued signs].	Drafting correction requested by Chadwick Fox; the final rewrite already moved this in the right direction.
26.01.006 — Responsible party	Earlier draft included anyone who “benefits from” a sign.	Keep the narrowed formulation limiting “Responsible party” to ownership, control, authorization, installation, maintenance, or legal duty.	Chadwick Fox objected that “benefits from” was too broad; the final rewrite corrected this and it should be preserved.
26.01.006 — Right-of-way	Earlier definition swept in drainage areas and utility easements too broadly.	Keep the narrower formulation tying right-of-way regulation to areas the government has the legal right to regulate.	Chadwick Fox raised this as an overbreadth issue; the final rewrite corrected it and that change should be retained.
26.01.012(d) — Design preferences not an independent denial basis	Preference/discouragement language could blur into mandatory regulation.	Keep the sentence clarifying that preferred/discouraged design guidance does not independently justify approval or denial unless tied to a mandatory standard.	Requested by Chadwick Fox and reinforced by Becky Atkins’ concern about muted-color language becoming an implicit denial standard.
26.02.004(b) — Commercial wall-sign formula	Mixed linear width and area and did not explain per-sign/per-elevation treatment.	Use the clarified formula: 64 sq. ft. total wall-sign area per business on any one building elevation, with a 75% linear tenant-frontage limit on that elevation, applied separately where two wall signs are allowed.	Requested by Chadwick Fox and echoed by Council Member Husted as part of the line-by-line consistency / usability review.
26.02.007 — Banner duration	Earlier draft allowed a business banner and a lot banner without a clear display duration.	Keep the 90-day continuous display cap unless otherwise approved by master sign plan, variance, or other specific provision.	Requested by Council Member Husted and also identified by Chadwick Fox as a drafting inconsistency.
26.02.004(n) — Daily display / A-frame sign	Earlier draft lacked a square-foot cap and only said the sign could not impede pedestrians.	Keep the objective rule: 6 sq. ft. max,3 ft. max height, and minimum 5-ft. clear pedestrian / accessible route.	Requested by Council Member Husted; Becky Atkins also wanted A-frame terminology made explicit in applicant-facing materials.
26.02.009(c) — Individual unit lease signs	Prior draft required the signs to be not legible from the public right-of-way.	Keep the revised text allowing visibility from the public right-of-way, but limiting the sign to identifying the individual unit and not functioning as unrelated off-premises advertising.	Requested by Chadwick Fox as a practical fix.

Section / topic	Prior wording or position	Updated change	Rationale / feedback from
26.02.010(a) — Overlay adoption and official maps	Earlier draft allowed overlays to be designated by ordinance, zoning map, master plan, preservation plan, corridor plan, or development agreement.	Keep the revision requiring overlays / transition zones to be adopted only by ordinance with an official parcel-level map, with planning documents advisory unless formally adopted by ordinance.	Requested by Chadwick Fox.
26.02.010(d) — Highway-corridor visibility relief	Earlier draft reserved additional corridor height relief to Council.	Keep the change allowing administrative approval up to 10 feetwith a sightline/visibility study, with Council approval above 10 feet up to 15 feet.	Requested by Chadwick Fox and consistent with Becky Atkins' corridor-visibility comments.
26.03.002 — Proportional application requirements	Permit application requirements were broad and potentially burdensome for simple signs.	Keep the simple vs. complex application concept and the ability to waive or defer items not reasonably necessary for a simple non-illuminated sign.	Requested by Council Member Husted.
26.03.003 — Completeness review and missed-deadline remedy	Earlier draft waived the fee if the City missed the deadline, but generally required waiting until day 45 to appeal.	Keep the new framework: completeness determination within five business days; missed deadline becomes a deemed denial for immediate appeal; Council hearing within 30 calendar days.	Requested by Chadwick Fox and reinforced by Council Member Husted's appeal-timing concerns.
26.03.006 and 26.03.007 — Objective criteria and written findings	Earlier draft used terms like "modest," "compatible," and "minimum needed" without much numerical or record support.	Keep the 20% definition of "modest" and the requirement that both the sign administrator and Council state the factual basis for findings.	Requested by Council Member Husted and consistent with Chadwick Fox's concern about excessive discretion.
26.03.006(h)-(i) — Referral limits for administrative variances	Earlier draft allowed referral of anyadministrative variance to Council.	Keep the narrowed referral criteria and the statement that referral does not restart or extend the review period.	Requested by Chadwick Fox.
26.03.008(d) and 26.03.010(a) — Appeal period	Prior draft used a 10-dayappeal period.	Keep the 15-dayappeal period for both administrative-variance appeals and permit/interpretation appeals.	Requested by Council Member Husted.
26.03.011 — Master sign plan deadline and findings	Earlier draft had no hard 30-day deadline for complete master sign plan applications and less precise findings language.	Keep the 30-day review deadline and the written-findings formulation for site-specific alternative standards.	Requested by Chadwick Fox and consistent with AG Husted's objective-criteria concerns.

Section / topic	Prior wording or position	Updated change	Rationale / feedback from
26.04.001(c) and 26.05.002(a) — Defined cure periods	Earlier draft used “reasonable time” language.	Keep the shift to a stated cure period and not less than 15 calendar daysfor maintenance violations unless immediate action is needed for safety.	Requested by Council Member Husted.
26.04.002 and 26.04.008 — Chapter 216 / lawful existing signs	Earlier draft did not state as clearly that a previously lawful sign does not become unlawful solely because the chapter is amended or replaced; redevelopment exemptions were narrower.	Keep the express grandfathering sentence, the direct Chapter 216 / compensation / vested-rights cross-reference, and the expanded list of redevelopment-trigger exemptions.	Requested by Council Member Husted and Chadwick Fox; also responsive to Becky Atkins’ grandfathering questions.
26.07.001(e)-(h), 26.07.002(a)-(b), 26.07.003, 26.07.004(1)-(12) — Website/public materials, noncommercial examples, ETJ guidance, political-sign note, and mural/public-art applicant guidance	Earlier applicant guidance was thinner and did not expressly include noncommercial examples, ETJ guidance, the political-sign caution, or direction on how murals, public art, or decorated rainwater tanks/cisterns would be treated.	Keep the stronger website/public-materials commitments, the noncommercial-message examples, the ETJ guidance, and the political-sign/state-law warning; add applicant guidance directing users to confirm whether a mural, public art feature, or decorated rainwater tank/cistern will be treated as signage or as non-sign art/decorative treatment; and conform the internal subsection references to the added 26.07.001(e), 26.07.002(b), and 26.07.004(6).	Requested by Pam King, Council Member Husted, and Becky Atkins as usability clarifications; mural/public-art additions further reduce ambiguity before fabrication or installation.
26.07.005(a)(7) — Permit application checklist for murals/public art	Permit checklist did not ask applicants to identify whether a mural, painted surface, public art feature, or decorated rainwater tank/cistern with text or logos was proposed as signage or as non-sign art/decorative treatment.	Add a new checklist item requiring the applicant to identify whether a mural, painted surface, public art feature, or decorated rainwater tank/cistern that includes text, logos, symbols, or other messaging is proposed as signage or as non-sign art/decorative treatment, and to provide supporting description needed for the City to make that determination.	Added to help staff document and apply the art-versus-sign distinction consistently at intake.

Section / topic	Prior wording or position	Updated change	Rationale / feedback from
26.08.001 — Relief-type explanation	Earlier Appendix C duplicated the administrative-approval sentence and omitted a separate administrative-variance description.	Keep the clarified four-part explanation: administrative approval; administrative variance; City Council variance; ordinance/master-sign-plan amendment.	Raised first by Chadwick Fox as a drafting error/inconsistency and consistent with AG Husted's determinability concern.
26.01.006 / 26.01.009 / 26.01.010(24) — person-carried sign package	The rewrite removed the old express allowance for noncommercial signs carried by a person, while also retaining a ban on body-worn commercial advertising.	Add a new person-carried sign definition; revise portable signs so person-carried signs are not automatically prohibited portable signs; add a narrow permit-exempt allowance for person-carried signs; and replace the commercial-message ban with a content-neutral location/obstruction rule.	Council Member Husted requested legal-review point on commercial speech and whether the City's objectives could be achieved through physical/location regulation instead.
26.01.006 / 26.01.010(25) / 26.02.001(d) / 26.02.004(m) / Appendix A flag rows — anti-circumvention flag package	The draft allows certain flags but separately bans "flags with commercial messages," which invites the argument that flags can be used as an end-run around ordinary sign rules.	Delete the commercial-message flag ban; revise the flag definition to distinguish true flags from feather banners, pennants, inflatables, and similar attention-getting devices; revise the residential and commercial flag provisions to regulate flags by fixed number/size/height rules; and add anti-circumvention language stating that flags may not be used to avoid another sign type's standards.	Council Member Husted requested legal-review changes over commercial speech, while implementing stated policy concern that flags not become an end-run around the sign regulations.
26.01.005(e)-(f), 26.01.006, 26.01.009(16) — Murals, public art, and decorative treatment	Draft did not expressly distinguish murals, public art, or decorative treatment of structures from regulated signage.	Add a functional test clarifying that murals, public art, and decorative treatment of structures, including rainwater tanks, cisterns, water-storage features, screening elements, and similar features, are not signs unless they function primarily as advertising or site identification; add definitions for Mural and Public art; and add permit-exempt item 26.01.009(16) for murals/public art/decorative treatment that are not signs.	Added to clarify treatment of non-sign art and decorative features while preserving regulation of commercialized displays and reducing ambiguity in administration.

Section / topic	Prior wording or position	Updated change	Rationale / feedback from
Appendix A — overall structure	The draft used a flatter quick-reference table structure without the later expanded "How to use this Appendix" and more segmented organization.	Appendix A was reorganized into a more user-friendly structure with a "How to use this Appendix" section, contents, and separate sections by property type and sign context.	Improves usability and responds to concerns that residents and businesses need a clearer path to determining whether a sign is allowed, prohibited, or requires a permit or variance.
Appendix A — political-sign/state-law note	The draft did not clearly call out that state law may provide broader protections for certain political signs on private property.	Added a note stating that state law may provide broader protections for certain political signs on private property than the general residential size or placement standards summarized in the appendix.	Requested by Council Member Husted so residents do not incorrectly assume the ordinary residential limits always control.
Appendix A — A-frame terminology / daily display row	The draft did not make A-frame / sandwich-board terminology as explicit in the quick-reference table.	Updated the Appendix A row to expressly identify daily display signs as A-frame/sandwich-board/easel signs, and aligned the row with the revised objective standards.	Responds to business feedback that owners should be able to recognize this common sign type easily in the table.
Appendix A — flag rows revised to anti-circumvention format	Earlier flag rows used message-based wording, including "noncommercial messages; setbacks apply" and did not address use of flags as a workaround to avoid other sign standards.	The residential, commercial, and industrial/institutional flag rows were revised to remove the older message-based shorthand and instead state that flags may not be used to avoid the standards applicable to another sign type or prohibited display.	This reflects the later legal-review-driven change prompted by Council Member Husted and the policy direction that flags should not become an end-run around ordinary sign regulation.
Appendix A — Commercial wall sign row	Appendix A summarized the commercial wall-sign rule as 64 sq. ft. total per business on any one building elevation and 1; 2 for qualifying corner/two-entrance sites.	The body text was revised to a more flexible frontage-based rule, but Appendix A still needs to be conformed so the row reflects: lesser of 64 sq. ft. or 1 sq. ft. per linear foot of tenant frontage on each building elevation, and 1 per public-facing building elevation with a customer entrance or other legitimate public-facing facade.	Council Member Husted's concern that the wall-sign rule be objective and workable for multiple legitimate public-facing facades.

Section / topic	Prior wording or position	Updated change	Rationale / feedback from
Appendix A — Commercial monument sign row	Earlier draft summarized the commercial monument-sign rule as a flat 32 sq. ft., 6 ft., 1 allowance.	The body text was revised to a proportional frontage-based monument-sign rule, so Appendix A still updated so the row reflects: 32 sq. ft. if lot frontage is less than 150 ft.; 48 sq. ft. if lot frontage is 150 ft. or more, and 6 ft.; up to 8 ft. if lot frontage is 150 ft. or more.	Council Member Husted's concern that the base monument-sign standard be more proportional for larger or higher-speed-roadway commercial sites.
Appendix A — Accessory digital display row	Didn't exist	Added an Appendix A commercial-property row for Accessory digital display reflecting new Section 26.02.004(h): incidental and subordinate to an on-site business or use; used for on-site ordering, sales, dispensing, pricing, customer service, or similar operational purposes; not primarily intended to attract roadway traffic; lighting-compliant; no flashing, scrolling, full-motion video, or simulated movement when visible from the public right-of-way unless otherwise specifically approved.	Council Member Husted asked that ordinary on-site business-operation screens not be unintentionally swept into the general electronic-sign prohibition.
Appendix A — Person-carried sign row	Appendix A did not include a general quick-reference row for person-carried signs, even though the old ordinance did expressly allow a noncommercial sign carried by a person without a permit.	Added a row in the general-signs table for Person-carried sign reflecting the new permit-exempt allowance and location-based limits: not installed on public property, not displayed in or over the public right-of-way without authorization, not displayed in a median/ driveway throat/traffic sight triangle, does not obstruct a sidewalk, accessible route, fire lane, required exit, or emergency access route, and no flashing, moving, or animated lights.	Council Member Husted requested legal-review-driven commercial-speech cleanup

Section / topic	Prior wording or position	Updated change	Rationale / feedback from
Appendix A — mural/public-art/decorative-treatment rows	Appendix A did not tell applicants how non-sign murals, public art, or decorated site features were treated in the quick-reference tables.	Add a general row in Section 26.06.003 for murals/public art/decorative treatment that are not signs under Section 26.01.005(e); add a commercial-property row for a wall mural or painted wall display that functions as a sign; and add a historic-district mural/public-art row in Section 26.06.009.	Makes the clarification visible in the quick-reference tables applicants and staff are most likely to use.
26.10.001 note, 26.10.002(c), 26.10.004(f) — murals/public art in corridor and historic areas	Design guide did not explain how murals, public art, and decorated functional site features fit into corridor and historic-area review.	Add a note that murals, public art, and decorative treatment may be appropriate in corridor, gateway, transition, and historic areas when integrated with the architecture or site and not functioning primarily as advertising or site identification; add materials guidance for decorated walls, screening elements, rainwater tanks, and cisterns; and add a rule that murals/public art should not be used as a substitute for oversized wall signage or off-premises advertising.	Aligns the design guide with the new substantive clarification and preserves the distinction between art and regulated signage.
Appendix A — Administrative equivalency note	Earlier draft did not point applicants to any mechanism for an unlisted but substantially similar sign type.	Added a note in Section 26.06.001 [How to use this Appendix]: “If a proposed sign type is not listed in this Appendix, the applicant should confirm whether the sign may qualify for administrative equivalency under Section 26.01.010 [Administrative equivalency for unlisted sign types].”	This later change reflects Council Member Husted’s concern that the “prohibited unless expressly allowed” framework not make the ordinance obsolete or too rigid for harmless new sign types or technologies.

Feedback or suggestion	From	Response
Interactive website questionnaire / decision tree	Ana Grace Husted	Aniz will attempt to design something upon adoption of the ordinance. For now, Appendix B has been updated to
Reduce the standard monument-sign setback from 8 feet to 5 feet citywide	Becky Atkins / Small Business Alliance	The draft instead keeps the baseline setback structure and relies on administrative/case-specific relief where conditions justify it. The defined setback is intended to facilitate case-
Expand historic-district-style post/hanging sign types broadly outside the historic district	Becky Atkins / Small Business Alliance	This is a broader policy expansion, not a surgical clarification, and the draft remains focused on the historic-district pathway. If the City wants to study broader use later, it should do so as a separate policy choice with context-specific standards. **Is there a**
Create a specific Master Sign Plan for the Heritage as part of the general ordinance	Pam King	That is still a site-specific planning/policy issue, not a citywide
Keep a standalone commercial-message ban for body-worn signs	Legal-review topic raised by Ana Grace Husted	The City's objective is better served by a content-neutral location/obstruction rule for person-carried signs rather than a message-triggered prohibition.
Keep a standalone commercial-message ban for flags	Legal-review topic raised by Ana Grace Husted	The anti-circumvention objective is better handled through the flag definition and flag standards than by
Add a more detailed material-specific list for temporary signs	Pam King	The broader temporary-sign definition remains adequate; more detail belongs in guidance materials rather than in the
Adopt deemed approval for sign permits where legally appropriate	Chadwick Fox suggested it; Ana Grace Husted raised deadline concerns	The draft instead uses immediate appealability and a defined appeal schedule, which is a more conservative procedural fix. Deemed approvals are more likely to result in unintended

Feedback or suggestion	From	Response
Line-by-line consistency review among ordinance, tables, applications, and presentation materials	Ana Grace Husted	This has been attempted but it's possible some discrepancies remain especially where content is repeated between ordinance text and appendix
How do franchises/restaurants fit into the code? Do they get variances?	Pam King	The draft already contains restaurant-specific sign provisions and the general variance/master-sign-plan framework, so no additional category was needed
Can someone use solar lights to illuminate a sign?	Pam King	The draft regulates sign lighting by performance standards rather than by power source.
Should nonprofit groups selling tickets be allowed to use a noncommercial sign?	Michelle Fischer	Best handled through interpretation and the noncommercial-message framework rather than a nonprofit-specific carveout that could create speaker/content problems.
Scenic Texas newsletter about billboards / dark sky / scenic preservation	Michelle Fischer forwarding Scenic Texas	Informational context only.
General supportive comments on the rewrite and appendices	Russell Collins	Supportive feedback only; no requested text changes.

Chapter 26 SIGNS[1]

ARTICLE 26.01. GENERAL PROVISIONS[2]

Sec. 26.01.001. Title.

This chapter shall be known as the "sign ordinance."

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.002. Purpose and findings.

The city adopts this chapter pursuant to Tex. Loc. Gov't Code Chapter 216. The city council finds that signs affect public safety, community aesthetics, and economic vitality. Reasonable regulation of signs promotes traffic safety, supports local business visibility, and maintains the character of neighborhoods, while respecting constitutional free speech protections.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.003. Geographic scope and applicability.

This chapter applies to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ) as it exists at the time this chapter is adopted and as may be modified in the future. All signs must comply with this chapter, the outdoor lighting ordinance, the building code, and all other applicable codes.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.004. Summary of sign regulations by type.

Appendix A, Chart of Sign Design Standards, following this chapter (after art. 26.05) summarizes regulations for each sign type. In the event of an inconsistency between the chart of sign design standards and the remainder of this chapter, the latter shall prevail.

(Ord. No. 2025-37, 10-21-2025)

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[1]State law reference(s)—Regulation of subdivision and property development, V.T.C.A., Local Government Code, ch. 212.

[2]Editor's note(s)—Ord. No. 2025-37, adopted October 21, 2025, amended the Code by, in effect, repealing former art. 26.01, §§ 26.01.001—26.01.012, and adding a new art. 26.01. Former art. 26.01 pertained to similar subject matter, and derived from the original codification.

State law reference(s)—Authority of municipality to regulate signs, V.T.C.A., Local Government Code, ch. 216.

Sec. 26.01.005. 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:

Applicant. The person or entity requesting sign permit approval, a variance, or a master sign plan from the city.

Arterial street. Arterial streets are designed to carry high volumes of through traffic. A principal traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the area adjacent thereto and to act as a principal connecting street with state highways.

Awning. A cloth, plastic, or other nonstructural covering that either is permanently attached to a building or can be raised or retracted to a position against the building when not in use. This term does not include canopies.

Balloon signs. Any inflatable, three-dimensional sign, with or without letters, symbols, or numbers, that is either expanded to its full dimensions or supported by gases contained within the sign at a pressure greater than atmospheric pressure.

Billboard sign. A sign that is freestanding, attached to or part of a building, and is an off-premises sign that is designed for a change in copy, so that the characters, letters, display, or illustrations can be changed or rearranged within a fixed sign face.

Building. Any structure built for the support, shelter, and enclosure of persons, animals, goods, or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.

Changeable copy sign. A sign on which message copy is changed manually through the utilization of changeable letters, numbers, symbols, and other similar characters or pictorial panels.

Commercial districts. Commercial districts include areas zoned office, local retail, general retail, and commercial services, property in a planned development district that allow for a commercial use, or property in the ETJ that is appraised as commercial property.

Construction/development sign. A commercial sign placed on a piece of property advertising planned construction and providing related information, including but not limited to the name of the contractor, the name of the owner, the planned date of completion, and information indicating the future use or occupation of the site.

Daily display sign. An A-framed, hinged, folding sign that is freestanding and portable and that is not affixed to a base or pole structure. A daily display sign can be in the form of a board or an easel.

Dilapidation. Dilapidation includes any sign where elements of the sign area or background have portions of the finished material missing, broken, or illegible; where the structural support is visibly bent, broken, dented, rusted, corroded, or loose; or where the sign or its elements are not in compliance with the adopted electrical code and/or the building code.

Directional signs. Any sign with on a property zoned or used for a commercial purpose that includes directional information to the site of the sale, rent, or lease of goods, services, or property.

Electronic sign. Any sign for which the text, letters, numbers, pictures, or symbols forming the informational portion of the sign consists of flashing, intermittent, or moving lights, including any LED screen or any other type of video display. Illumination of a sign, by itself, does not create an electronic sign.

ETJ. Extraterritorial jurisdiction of the city as created and authorized under chapter 42 of the Texas Local Government Code or as been added by request or other manner.

Facade. The principal face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are to be considered as part of a single facade.

Feather banner. A sign that is constructed of lightweight material (such as cloth, canvas, or vinyl) affixed to a pole or building which is similar to a flag, except that it is longer than it is wide. A feather banner resembles a feather, in that it is tall and narrow, having more surface area vertically than horizontally when fully extended.

Freestanding. A sign that is not attached to a wall or building. A sign that is supported by a structure primarily designed for display of the sign.

Government sign. A government sign is a sign that is constructed, placed, or maintained by the federal, state, or local government or a sign that is required to be constructed, placed, or maintained by the federal, state, or local government, including a water district, either directly by the governmental entity or to enforce a property owner's rights. Local government includes any political subdivision including the county, the city, the school district, the water district, or an emergency services district.

Hanging sign. A sign that is affixed to the underside of a roof, canopy, awning, or porch.

Height.

(1) Except as applied to a monument sign, height refers to the vertical distance between the highest attached component of the sign or of its supporting structure (whichever is higher) and the lowest attached component of the sign or of its supporting structure (whichever is lower).

(2) As applied to a monument sign, height refers to the vertical distance between the highest attached component of the sign or of its supporting structure (whichever is higher) and the natural grade of the ground at the point where the sign is located.

(3) If any sign, temporary or permanent, sits on property that is adjacent to a public right-of-way, and the natural grade of the property is lower than the average grade of the public right-of-way, the responsible party may raise the grade of the property on which the sign is located up to four feet, in accordance with zoning and all other ordinances, and height will be measured from the highest attached component of the sign or of its supporting structure (whichever is higher) and the increased grade. The responsible party may only increase the grade an amount equal to the difference between the average grade of the right-of-way and the natural grade of the property on which the sign is located. A responsible party may also apply for a variance from the sign administrator to raise the height of the sign.

Hill Country style. Buildings of simple design, using native materials, incorporating wide overhangs, porches, and tall windows.

Historic district. The business and residential area designated by the historic district ordinance.

Indirect illumination or lighting. A light source not seen directly. The term includes a source of illumination which is not a part of the sign or the sign structure, which provides light for the sole purpose of making the sign visible when natural light is not sufficient. Indirect illumination can include internal illumination, if such illumination is also compliant with the outdoor lighting ordinance.

Inflatable sign. An inflatable device, with or without a message, figure, or design attached to its surface designed to attract attention.

Logo. Graphic symbols used to represent or identify a commercial, institutional, or nonprofit entity or organization.

Marquee sign. A canopy or covering structure bearing a signboard or copy projecting from and attached to a building.

Master sign plan. A comprehensive document containing specific regulations for an entire project or property's signs.

Mobile food establishment/mobile food vendor. A vehicle-mounted food establishment that is readily moveable.

Monument sign. A sign permanently affixed to the ground at its base or by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to a part of a building. Pole(s) may be used to construct a monument sign so long as the poles are not visible below the sign.

Natural colors (earth tones). Colors that are muted and flat in an emulation of the natural colors found in dirt, moss, trees and rocks, including browns, tans, grays, greens, oranges, whites, blues and some reds.

Nonconforming sign. A sign lawfully in existence on the date the provisions of this chapter are adopted that do not conform to the provisions of this chapter, but which were in compliance with the applicable regulations at the time they were constructed, erected, affixed, or maintained.

Off-premises sign. Any commercial sign that advertises a business, person, activity, goods, products, real property, or services not located on the property where the sign is installed, or that directs persons to a location other than the property where the sign is located.

*Outdoor lighting ordinance.*Article 24.06 of the City of Dripping Springs Code of Ordinances that applies to all signs whether within the city limits or in the ETJ.

Pedestrian elements. Any furniture, fencing, gates, benches, trash cans, poles, or any other type of structure that benefits pedestrian use of an area.

Pole sign. A sign that is permanently supported in a fixed location by a structure of poles, posts, stakes, uprights, or braces from the ground and is not supported by a building, fence, vehicle, base structure, or other support.

Portable sign. Any sign without a permanent foundation, or otherwise permanently attached to a fixed location, that can be carried, towed, hauled, or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability. Daily display signs as defined below are excluded from this definition.

Property owner. The owner of the property on which a sign is located. A lessor may have the same rights and authority as the property owner if given such authority through written agreement with the property owner.

Residential development. A residential building project that includes multiple residences, also referred to as a neighborhood or subdivision.

Residential district. Residential district is property zoned as single-family by the city's zoning code including SF-1; SF-2; SF-4; and SF-5 as defined in chapter 30, exhibit A, section 3.1 of the Code of Ordinances, any property within a planned development district that allows a residential use, and any property in the ETJ that is appraised as residential property.

Responsible party. The owner/operator of the business being identified on the sign; the owner of the property upon which the sign or sign structure is located; the owner of the sign or sign structure; the person who installs a sign or sign structure, contracts with or directs a person to accomplish the installation; and/or the person who retrieves a sign from the impound.

Restaurant menu. A sign on the outside of a restaurant or other food service establishment that advertises the sale of food items.

Right-of-way. The area on, below, or above a public road, highway, street, public sidewalk, alley, waterway, or utility easement in which a governmental entity has an interest.

Roof sign. A sign that is displayed about the eaves and under the peak of a building. This term includes a sign painted, erected, constructed, or maintained on the roof of a building.

Sign. A structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other object that is designed, intended, or used that includes text or images designed to communicate. Signs located completely within an enclosed building and not exposed to view from a street shall not be considered a sign. Each display surface of a sign or sign face shall be a sign.

Sign administrator. The officer appointed by the city council with the authority to enforce this chapter in conjunction with the city building department. The sign administrator or designee shall review sign regulations and applications for variances and master sign plans. In the absence of designation by the city council, the city administrator shall serve as the sign administrator. The term also includes any person designated to act on behalf of the sign administrator.

Sign face. The entire display surface area of a sign upon, against, or through which copy is placed.

Signable area. The total surface including frame and mounting. The actual area of the sign shall be calculated using trigonometric methods when the sign is not a simple rectangle. The allowed area of the sign as stated in the ordinance equals one side of a freestanding back-to-back sign, provided the freestanding sign's sides are back-to-back or angled with no greater separation between sides at its widest point than four feet and provided that both sides have the identical sign. Frame and mounting shall not exceed 30 percent of the total surface area of sign. When referring to area limitations of monument signs, area and signable area refers to an area within a continuous perimeter that includes the sign structure as well as the lettering, illustrations, ornamentations, or other figures, but does not include the sign base. Required landscaping does not count towards signable area.

Temporary sign. A banner, pennant, poster, or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials and that appears to be intended or is determined by the sign administrator or the administrator's designee to be displayed for a limited period.

Vehicle sign. Any sign attached to or displayed on a vehicle.

Vending machine. Any sign integrated into or placed on a coin, cash, credit card, or debit card operated self-service machine that dispenses such goods or services as propane cages, ice, DVDs, or cash automated teller machines (ATMs).

Wall sign. A sign attached to, painted on, or erected against the wall of a building or structure, or on the fence or detached wall on the same property as the building, with the exposed face of the sign in a plane parallel to the face of the wall and not projecting more than nine inches from the face of the wall at any point.

Window signs. Signs that are painted on, etched in, attached, pasted, or visible through a window or transparent door of a building that are oriented in a manner establishing an intent to be viewed off-premises or from public or private roadways. This term excludes signs displayed inside of buildings primarily for patrons on the premises.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.006. Administration.

The sign administrator, appointed by city council, shall administer and enforce this chapter. The administrator may issue permits, interpret provisions, and grant variances consistent with section 26.03.005.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.007. Violations and penalties.

Violations of this chapter are subject to enforcement under the City Code and Texas Local Government Code chapter 216. Each day a violation continues constitutes a separate offense. Remedies include fines, removal, and injunctive relief.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.008. Authorized signs without a separate permit.

The following signs authorized under this section are authorized in every zoning district or property in the ETJ without a permit, unless specifically required below:

(1) Government signs including signs placed by the city, county, state, or federal governing in their governmental capacity which are not otherwise prohibited.

(2) Traffic-control devices that are erected and maintained to comply with the Texas Manual on Uniform Traffic-Control Devices.

(3) Signs required by this chapter.

(4) Signs required by other law, including federal, state, or local law, including a sign that a property owner is required to post on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically; the owner must comply with the federal, state, or local law to post a sign on the property.

(5) Official governmental notices and notices posted by governmental officers in the performance of their duties for regulatory purposes such as neighborhood crime watch areas, to identify streets, or to warn of danger including those placed by the city, county, water district, or other governmental entity.

(6) Signs displayed on trucks, buses, trailers, mobile food vendors, or other vehicles that are attached to a vehicle where no portion of the sign is not affixed to the vehicle itself and does not extend more than 18 inches from the body of the vehicle itself and are being operated as motor vehicles, provided that the primary purpose of the vehicles is not for display of signs and provided that they are parked in areas appropriate to their use as vehicles, are in operable condition, and carry a current and valid license plate and state inspection tag. Vehicle signs shall conform to the following restrictions:

   a. Vehicular signs shall contain no flashing or moving elements;

   b. Vehicular signs shall not be attached to a vehicle so that the driver's vision is obstructed from any angle;

   c. Signs, lights and signals used by authorized emergency vehicles shall not be restricted;

   d. Any mobile food vendor who is required to obtain a conditional use permit pursuant to article 30.05 of this code shall submit their sign requests, including the signage on the vehicle itself, with its permit application. Signage allowance shall be considered alongside the permit application.

(7) Vending machine signs where the sign face is not larger than the normal dimensions of the machine to which the sign is attached.

(8) Memorial signs or tablets when cut into any masonry surface or attached to a building when constructed of bronze or other metal up to six square feet as part of a building.

(9) Any sign wholly within the confines of a building, and oriented to be out of view from outside the building.

(10) Any sign wholly within the confines of a sports field or court and oriented to be out of view from outside the field or court. No sign under this section may be larger than 32 square feet. The maximum height for a field sign shall not exceed six feet.

(11) A noncommercial sign that is carried by a person or is a bumper sticker on a vehicle.

(12) Business-related signs on or visible through doors or windows indicating: Store hours, security systems, trade organization memberships, credit cards accepted, no solicitation, and open/closed. These signs will not count towards the cumulative signable area limits so long as their total cumulative signable area does not exceed five square feet.

(13) Banners are not required to have a permit so long as they meet the requirements in section 26.02.007.

(14) Parking signs adjacent to parking spaces on nonresidential property are allowed without a permit so long as they are a maximum of six feet in height and four square feet in area.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.009. Prohibited signs.

(a) All signs are prohibited in the city limits and the ETJ unless:

(1) Constructed, maintained, structurally altered, or improved pursuant to a valid permit when required under this chapter; and

(2) Expressly authorized under this chapter.

(b) Signs which cannot be expressly authorized include:

(1) Signs, except government signs, located in or projected over any public right-of-way or across the public right-of-way line extended across a railroad right-of-way, except when attached to and projecting no more than 18 inches from a building wall legally located at or near the right-of-way line in the city limits or in the ETJ.

(2) Portable signs.

(3) Electronic signs that have changes in screen image more than once an hour.

(4) Off-premises signs (including billboards) containing commercial advertising of goods, real property, or services.

(5) Signs with lights that blink, fluctuate, or move. Light rays must shine only upon the sign and upon the property within the premises.

(6) Signs, other than government or traffic-control signs, of a size, location, movement, coloring, or manner of illumination which may be confused with or construed as a traffic-control device or which hide from view any traffic or street sign or signal.

(7) Signs, other than flagpoles, that are taller than 15 feet.

(8) Signs that are attached to any utility pole or wire, traffic sign, or public easement or are placed on government-owned property unless placed by written permission of the governmental entity.

(9) Signs that obstruct any fire escape, required exit, window, or door opening intended as a means of egress.

(10) Boxes, tires, or other goods stored in view of the street, etc. which have large product identification that serves as a sign.

(11) Feather banners.

(12) Commercial signs or advertising materials that are worn, held, or attached to a person's body advertising the sale of goods, real property, or services.

(13) Balloon signs.

(14) Inflatable signs.

(15) Banners on residential property.

(16) Pennants.

(17) Pole signs except as otherwise specifically allowed.

(18) Roof signs (including signs that are otherwise authorized but are placed on a roof or on a mobile food vendor or vehicle).

(19) Marquee signs.

(20) Changeable copy signs.

(21) Signs placed or attached to trees, bushes, planters, benches, or other pedestrian elements.

(22) Signs on trash receptacles except for signs that are required by law, provide direction on the trash receptacle's use, provide safety instructions, or are otherwise customarily found on trash receptacles as a means of identifying the trash collection company.

(23) Flags with a commercial message.

(c) A violation of this section is an offense under section 26.05.002.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.010. Lessors.

For purposes of this chapter, the lessor of a property is considered the property owner as to the property if the lessor holds a right to use that exclusive of others (or the sole right to occupy). If there are multiple lessors of a property, then each lessor must have the same rights and duties as the property owner as to the property the lessor leases and that the lessor has the sole right to occupy, and the size of the property must be deemed to be the property that the lessor has the sole right to occupy under the lease. Written authorization from property owner to place signage onsite may be required.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.011. Permit required.

A sign permit is required prior to the display and erection of any sign except as otherwise provided in this chapter.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.012. Compliance with outdoor lighting article.

(a) Reflective surfaces. Glare-producing surfaces on signs are not allowed.

(b) All lighting of signs shall be indirect illumination as defined herein. No sign shall be illuminated, in whole or in part, where the illumination is intermittent or varies in color or intensity or appears to be emergency lighting similar to public safety vehicles. Variation in intensity or color is allowed if such change occurs less than once

an hour and is static the remainder of the time. The use of searchlights is prohibited. Changeable electronic variable message signs (CEVMS), are prohibited if facing or visible from a roadway.

(c) All signs shall be compliant with the city's outdoor lighting ordinance, article 24.06 of this chapter.

(d) A violation of subsection (a) above is an offense under section 26.05.002.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.013. Wind pressure and dead loads.

Any sign that requires a permit shall be designed and constructed to withstand wind pressures and receive dead loads if the structure is required to comply with the International Building Code (IBC) as adopted by the city.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.014. Applicability of other codes not in conflict.

All signs erected or maintained pursuant to the provisions of this chapter shall be erected and maintained in compliance with all applicable state laws and with the building code, zoning ordinance, outdoor lighting ordinance, historic district requirements, comprehensive plan, and other applicable ordinances of the city.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.015. Noncompliant signs prohibited.

It is an offense for a person to install, maintain, repair, alter, or relocate a sign within the city limits or ETJ, except in accordance with the provisions of this chapter. It is an offense for a person in the city or its ETJ to have any sign located on the person's property in violation of this chapter. A violation of this section is an offense under section 26.05.002.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.016. Large real estate signs.

(a) Only one nonilluminated real estate sign shall be permitted per lot that is for sale or lease, except that two nonilluminated real estate signs shall be permitted if it is a corner lot.

(b) The maximum area of a sign shall not exceed 32 square feet.

(c) The maximum height for a sign shall not exceed eight feet.

(d) Real estate signs advertising the sale or lease of property shall be removed at the completion of the transaction advertised.

(e) The owner of the property must apply for a permit before erecting such a sign. If the sign is placed more than 12 months, an annual renewal of the sign permit is required. The sign must be kept in good condition.

(f) If multiple units are available for lease on a single property or property ownership is structured as a condominium project, the property may have smaller signs (not to exceed six square feet in area or six feet in height) for each individual unit provided the individual signs are not legible from the public right-of-way (i.e., street). Neither a permit nor a permit fee is required for these smaller, individual signs.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.01.017. Small real estate signs.

(a) Only one nonilluminated real estate sign shall be permitted per lot that is for sale or lease, except that two nonilluminated real estate signs shall be permitted if it is a corner lot.

(b) The maximum area of a sign shall not exceed six square feet.

(c) The maximum height for a sign shall not exceed three feet.

(d) Real estate signs advertising the sale or lease of property shall be removed at the completion of the transaction advertised. The sign must be kept in good condition.

(e) A small real estate sign does not require a permit.

(f) If multiple units are available for lease on a single property or property ownership is structured as a condominium project, the property may have multiple small real estate signs for each individual unit. Neither a permit nor a permit fee is required for these smaller, individual signs.

(Ord. No. 2025-37, 10-21-2025)

ARTICLE 26.02. SPECIFIC SIGN REGULATIONS BY DISTRICT[3]

Sec. 26.02.001. Residential districts.

No sign shall be permitted or allowed in a residential district as defined in this article unless it meets the following standards:

(1) Types of signs allowed with a permit.

(A) Residential developments. For residential developments (including subdivision identification) a residential development may have one or more monument signs as described below. The monument sign shall be located at least eight feet from the right-of-way and may be indirectly lighted to the extent allowed by article 24.06 of this code. The maximum size and number of signs that the owner or owners of the residential development may erect and maintain at the entrances to the development shall be controlled according to the following:

(i) Residential developments—Monument identification sign. A monument sign or signs may have a total area of no more than 24 square feet not to exceed six feet in height at each entrance onto an arterial. Signable area only includes the portion of the sign that includes copy or other design. The address on any sign shall have lettering for the address shall be at least six inches in size.

(ii) Before a residential construction/development sign may be installed under this section, the sign permit application shall be reviewed by the city building department for completeness and compliance with state and city codes.

(iii) Residential construction/development sign. When a subdivision has been released for construction, one construction/development sign per subdivision entrance which shall not

[3]Editor's note(s)—Ord. No. 2025-37, adopted October 21, 2025, amended the Code by, in effect, repealing former art. 26.02, §§ 26.02.001—26.02.009, and adding a new art. 26.02. Former art. 26.02 pertained to similar subject matter, and derived from the original codification, and Ord. No. 2024-42, adopted November 19, 2024.

exceed 48 square feet in area or eight feet in overall height may be placed at each subdivision entrance after applying for and receiving a sign permit.

a. A sign under this section may be a pole sign or a monument sign.

b. A sign permitted under this subsection must be removed when the entire development is constructed or when active construction has ceased for more than 12 months. The sign must be kept in good condition.

c. The property owner or other responsible party shall be responsible for the maintenance, removal, and compliance requirements of such signs.

d. If a subdivision owner wishes to place model home, selling point, or other temporary signs to advertise the lots within the subdivision, application for a master sign plan is encouraged in lieu of submission of multiple requests for variances.

(iv) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(2) Signs on individual lots.

(A) Flags. Flags are authorized to be placed on residential property without a permit, including two flags with noncommercial messages and one flagpole per premises shall be allowed on each lot. The higher flag may be a maximum of five feet by eight feet in area. A second, lower flag, if any, may be a maximum of 25 square feet in area. The flagpole must be a maximum of 25 feet in height or no higher than the highest point of the principal building's roof, whichever is lower. Flagpoles must meet the minimum yard setback requirements for a principal building. Flags may be illuminated in accordance with section 24.06.010 of this code.

(B) Other signs. Signs, including a wall sign or monument sign (unless specifically designated otherwise by this article), allowed at any time on any property without a permit:

(i) A property owner may place a sign no larger than 8.5 inches by 11 inches in one window on the property at any time which has a noncommercial message.

(ii) A property owner may place a sign of any type at any time that:

a. Is four square feet in size; and

b. Contains a noncommercial message.

(iii) A person having a legal home occupation may display one additional sign on the face of the building or porch. The sign shall be attached directly to, and parallel to, the face of the building or porch. The sign shall not exceed four square feet in sign area, shall not be illuminated in any way, and shall not project more than six inches beyond the building or porch. No permit is required.

(3) General regulations for signs on individual lots.

(A) No sign may be placed on a residential lot without the consent of the property owner or a lessor who has been given authority to place a sign on the property by written agreement of the property owner.

(B) Other than those signs specifically authorized under this section, a sign under this section shall not be illuminated, electronic, digital, or contain moving elements.

(C) Unless otherwise specified in this section, permitted signs may be placed anywhere on the premises except in a required side yard within the street or utility right-of-way, or within any other form of public easement.

(D) Height: The following maximum heights shall apply to signs on individual lots in a residential district:

(i) Unless otherwise specified in this section, if ground-mounted, the top must not be over four feet above the ground; and

(ii) If building mounted, the sign must be flush-mounted and must not project above the roofline.

(E) Each residential lot or unit shall display an address sign. The letters, numbers, and symbols that make up a residential address sign must be a minimum of six inches in height and shall not be larger than eight inches in height or which meet the fire code adopted by the city. Address signs must be visible from an adjacent right-of-way for the primary structure on each piece of property.

(F) One additional temporary sign that may be up to nine square feet in size may be located on the owner's property at any time. A permit for this sign is not required. This section does not limit the content on the additional temporary sign.

(G) Properties in the ETJ that are appraised as residential and that contain single-family units shall comply with this section.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.02.002. Multifamily residential district (MF).

No sign shall be permitted or allowed in a multifamily residential district unless it meets the following standards:

(1) Types of signs allowed with a permit.

(A) Multifamily residential complex sign. The maximum size and number of signs that the owner or owners of the residential development may erect and maintain at the entrances to the development shall be controlled according to the following:

(i) Multifamily residential complex sign which have a total area of no more than 24 square feet not to exceed six feet in height at each entrance to the complex. The monument sign shall be located at least eight feet from the right-of-way and may be indirectly lighted to the extent allowed by article 24.06 of this code.

(ii) Before a residential complex sign may be installed under this section, the sign permit application shall be reviewed by the city building department for completeness and compliance with state and city codes.

(iii) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(B) Multifamily construction/development sign. When a multifamily project has been released for construction, one construction/development sign per subdivision entrance which shall not

exceed 48 square feet in area or eight feet in overall height may be placed at each subdivision entrance after applying and receiving a sign permit.

(i) A sign under this section may be a pole sign or a monument sign.

(ii) A sign permitted under this subsection must be removed when the entire development is constructed or when active construction has ceased for more than 12 months. If the sign is placed more than 12 months, an annual renewal of the sign permit is required. The sign must be kept in good condition.

(iii) The property owner or other responsible party shall be responsible for the maintenance, removal, and compliance requirements of such signs.

(iii) If a subdivision owner wishes to place model home, selling point, or other temporary signs to advertise the lots within the subdivision, application for a master sign plan is encouraged in lieu of submission of multiple requests for variances.

(C) Multifamily identification sign (wall or hanging). There may be one sign no larger than 15 square feet in sign area identifying the complex and placed flush on the wall near the office entrance or, as an alternative, one hanging sign containing no more than eight square feet in sign area may be erected. The address shall be in lettering at least six inches in height.

(2) Types of signs allowed without a permit. Individual lessees or owners of units within multifamily housing may also display any sign allowed in a residential district, so long as:

(A) Sign is allowed by owner of multifamily housing if property is owned separately; and

(B) Sign is displayed within the area owned or leased by individual.

(3) Properties in the ETJ that are appraised as residential and that contain multifamily units, including a building or portion thereof which is designed, built, rented, leased, or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or residence of three or more families must comply with this section.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.02.003. Manufactured home district (MH).

No sign shall be permitted or allowed in a manufactured home district unless it meets the following standards:

(1) Types of signs allowed with a permit.

(A) Manufactured home park identification monument sign. One monument sign or wall sign not more than 24 square feet in sign area not to exceed six feet in height may be erected on the property of the manufactured home park at each entrance to an arterial and may be indirectly lighted.

(i) The monument sign shall be located at least eight feet from the right-of-way and may be indirectly lighted to the extent allowed by article 24.06 of this code. Sign placement must comply with any additional setback that may be prescribed by the sign administrator or city building department when there is a potential safety issue.

(ii) This sign requires a permit.

(iii) Landscaping: A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department

at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(iv) An address listed on a sign shall have lettering that is at least six inches in height.

(2) Types of signs allowed without a permit. Individual lessees or owners of manufactured homes within a manufactured home park may also display any sign allowed in a residential district, so long as:

(A) Sign is allowed by owner of manufactured home park if the property is owned separately.

(B) Sign is displayed within the area owned or leased by an individual.

(C) Properties in the ETJ that are appraised by the county appraisal district as residential and that contain a unified development of manufactured home sites, plots, or stands as arranged on a large tract under single ownership and designed to accommodate manufactured homes for a long-term duration must comply with this section.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.02.004. Commercial districts.

No signs shall be permitted or allowed in a commercial district unless they meet the following standards:

(1) Types of signs allowed with a permit.

(A) Commercial wall sign.

(i) Only one wall sign is permitted per business on each property, two wall signs may be permitted if a business:

a. Is within a multiunit property;

b. Takes up an entire building; and

c. Is on a corner or has two public entrances into the building on different sides of the building in which it is located.

(ii) The total area on any such sign shall not be larger than 75 percent of the area of the storefront for the leased or owned area.

(iii) The total length on any such sign shall not exceed 75 percent of the storefront width for the leased or owned area.

(iv) The total signable area of the wall sign for each business shall not exceed 64 square feet in a nonresidential zoning district.

(v) No wall sign shall extend, either above the roof of the building or beyond the wall to which it is attached by more than four feet at the point of attachment. In no instance shall the height of the sign exceed the maximum building height established for the zoning district.

(vi) A wall sign attached to a building on private property shall not extend over any public land except a sidewalk adjacent to the building.

(vii) An address listed on a sign shall have lettering that is at least six inches in height.

(B) Commercial hanging sign.

(i) The maximum area of a hanging sign shall not exceed eight square feet.

(ii) The total length on any such sign shall not exceed 75 percent of the storefront width for the leased or owned area.

(iii) The clearance from the ground to the bottom of any hanging sign must be at least seven feet.

(iv) Only one hanging sign is permitted per property unless the property is a corner lot or has two public entrances/exits into the building on different sides of the building, in which case two hanging signs are permitted.

(v) An address listed on a sign shall have lettering that is at least six inches in height.

(C) Commercial construction/development sign. When a commercial lot is under construction, one sign per commercial development entrance which shall not exceed 64 square feet in area or eight feet in overall height may be placed at each entrance after applying and receiving a sign permit.

(i) A sign under this section may be a pole sign or a monument sign.

(ii) A sign permitted under this subsection must be removed when 80 percent of the commercial property is constructed or when active construction has ceased for more than 12 months. If the sign is placed more than twelve months, an annual renewal of the sign permit is required. The sign must be kept in good condition.

(iii) The property owner or other responsible party shall be responsible for the maintenance, removal, and compliance requirements of such signs.

(D) Commercial monument sign-individual business for use by a single business.

(i) The area of a monument sign for a property with a single business in a nonresidential zoning district shall not exceed 32 square feet not to exceed six feet in height. The sign shall be at least eight feet from the right-of-way and compliant with article 24.06.

(ii) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(iii) An address listed on a sign shall have lettering that is at least six inches in height.

(E) Awning signs as part of wall sign.

(i) One-third of the area of an awning sign shall be counted toward the limit on the total area of wall signs on the wall to which the awning is attached.

(ii) Only one awning sign is permitted per property, unless the property is a corner lot in which case two awning signs are permitted.

(F) Restaurant menus. Detached or attached to a building, used in connection with a drive-in or drive-through, which do not attract the attention of persons not on the premises. Signs under this subsection shall not exceed 32 square feet and eight feet in height. Such signs shall not be illuminated other than internally illuminated. If restaurant has more than one drive-in or drive-through lane onsite may include two restaurant menu signs for each lane of vehicular or pedestrian traffic for ordering. Restaurant menus may have screens that change image so long as any change occurs less than once an hour and is static the remainder of the time. Restaurant menus may include areas where text changes or images change more frequently so long as the menu is not visible from public right-of-way.

(G) New business temporary signs.

(i) For the purposes of this section, a "new business" is defined as a non-residential enterprise that was not operated by any person or entity with a controlling interest in a non-

residential enterprise located within 100 feet of the property within the previous 12 months. The new business is per nonresidential enterprise, not per lot.

(ii) For projects subject to the city's building code, new businesses may place one new business temporary sign on their premises for a period not exceeding 60 days between the time of issuance of a building permit for construction or renovation and the time a certificate of occupancy is issued. This sign must be removed at time of issuance of certificate of occupancy. An additional new business temporary sign may be placed for up to 60 days after a certificate of occupancy is issued.

(iii) For projects not subject to the city's building code, new businesses may place one new business temporary sign on their premises for a period not exceeding 60 days prior to the business opening to the public. An additional new business temporary sign may be placed for up to 60 days after the business opens to the public.

(iv) The maximum surface area for a new business temporary sign shall be 32 square feet. The new business temporary sign does not count towards total cumulative signable area limits nor the total amount of temporary signs on an annual basis.

(v) The height of the new business temporary sign must not exceed six feet.

(vi) The new business temporary sign must be located on the business premises and must not obstruct traffic visibility or pedestrian pathways and must follow all other city regulations.

(vii) The application for each new business temporary sign must include the expected/actual date of certificate of occupancy issuance and a plan showing the proposed location and dimensions of the sign.

(viii) A new business temporary sign must not be illuminated.

(ix) A new business temporary sign must be of a type otherwise allowed by chapter 26 of this Code.

(2) Types of signs allowed without a permit.

(A) Equipment signs. Words may be attached to machinery or equipment which is necessary or customary to the business, including but not limited to devices such as gasoline pumps, vending machines, ice machines, etc., if words so attached refer exclusively to products or services dispensed by the device, and project no more than one inch from the surface of the device.

(B) Window signs. A business may have a total signable area of window signs that shall not exceed 24 square feet for each business. A business where the business is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed 48 square feet. The total signable area of the window signs do not count towards the cumulative total signable area allowed. A single-unit property with a drive-through shall not exceed 48 square feet of total signable area.

(C) Small commercial banner. A small commercial banner of 24 square feet may be displayed at any time so long as:

(i) The banner is kept in good condition; and

(ii) The banner is securely affixed to a building, wall, or fence; and

(iii) One per business or entity; and

(iv) Can be placed in addition to a nonresidential banner.

(3) Noncommercial signs allowed without a permit.

(A) Each lot may have one noncommercial sign, including a pole sign, wall sign, or monument sign, that meets the requirements of this section:

(i) A noncommercial sign shall not have an area greater than 36 square feet.

(ii) A noncommercial sign shall not be more than six feet in height.

(B) A noncommercial sign shall not be lighted or have any moving elements.

(C) Noncommercial signs may be installed on private property only with the consent of a property owner and may not be installed in, on, or over any street or right-of-way.

(D) Noncommercial signs under this section may not advertise the sale of goods or services.

(E) Any sign allowed under this section for a commercial message may also contain noncommercial content.

(4) Each lot may have up to a maximum of four flags with noncommercial messages on up to two flagpoles per premises. Each flag must be a maximum of 40 square feet in area. Flagpoles shall be a maximum of 25 feet in height but no higher than the highest point of the nearest principal building's roof on the premises. Flagpoles must meet the minimum yard setback requirements for a principal building or a minimum of ten feet, whichever is more restrictive. Each flagpole may only have two flags each. Flags may be illuminated in accordance with section 24.06.010 of this code.

(5) One daily display sign per business may be displayed on the sidewalk or adjacent to the sidewalk on private property immediately adjacent to the business at a location approved by the city building department if:

(A) The sign does not impede pedestrian traffic;

(B) The maximum height of the entire structure of a daily display sign is three feet;

(C) Sign is stored away from public view when the establishment served by the sign is closed for business.

(6) No sign may be placed without the consent of the property owner or without a sign permit, when required.

(7) The responsible party is responsible for compliance with this article.

(8) Any sign under this section shall not advertise the sale of goods, services, or activities that are not available on the building or property on which the sign is attached or placed.

(9) Properties in the ETJ that are appraised as, or used as, commercial property and that contain a business or commercial entity that reflects a use allowed in the above zoning district regulated by this section must comply with this section.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.02.005. Industrial (I), light industrial (LI), government, utility, institutional (GUI), public recreation (PR), public park or preserve (PP), and agriculture (A).

No sign shall be permitted or allowed in an industrial, light industrial, government, utility, institutional, public recreation, public park or preserve, or agricultural district unless it meets the following standards:

(1) Types of signs allowed with permit.

(A) Wall signs. Wall signs may be erected. The total sign area for all signs shall not exceed 64 square feet. This sign shall be placed at least eight feet from any public right-of-way. Sign area allotment

is computed by adding the sign area of all wall signs on the lot. Wall signs shall project no more than two feet perpendicular from the wall and not more than three feet vertically above the wall of the building. Each sign under this section requires a sign permit. An address listed on a sign shall have lettering that is at least six inches in height.

(B) Monument identification signs. One nonattached sign per lot may be erected. No sign shall exceed 48 square feet in sign area and shall not exceed eight feet in height. The setback shall be a minimum of eight feet from any public right-of-way. Sign placement must comply with any additional setback that may be prescribed by the sign administrator or city building department when there is a potential safety issue. A permit is required for this sign.

(2) Types of signs allowed without permit.

(A) Equipment signs. Words may be attached to machinery or equipment which is necessary or customary to the business, including but not limited to devices such as gasoline pumps, vending machines, ice machines, etc., if words so attached refer exclusively to products or services dispensed by the device, and project no more than one inch from the surface of the device.

(B) Noncommercial signs. Each lot may have one noncommercial sign, which may be a pole sign, wall sign, or monument sign, that meets the requirements of this section.

(i) A noncommercial sign shall not have an area greater than 36 square feet not to exceed six feet in height.

(ii) Each lot may have up to a maximum of four flags with noncommercial messages on up to two flagpoles per premises. Each flag must be a maximum of 40 square feet in area. Flagpoles shall be a maximum of 25 feet in height but no higher than the highest point of the nearest principal building's roof on the premises. Flagpoles must meet the minimum yard setback requirements for a principal building or a minimum of ten feet, whichever is more restrictive. Each flagpole may only have two flags each. Flags may be illuminated in accordance with section 24.06.010 of this code.

(iii) A noncommercial sign shall not be lighted or have any moving elements.

(iv) Noncommercial signs may be installed on private property only with the consent of a property owner and may not be installed in, on, or over any street or utility right-of-way.

(v) Any sign allowed under this section for a commercial message may also contain noncommercial content.

(C) Daily display sign. One daily display sign per business may be displayed on the sidewalk or adjacent to the sidewalk on private property immediately adjacent to the business at a location approved by the city building department if:

(i) The sign does not impede pedestrian traffic;

(ii) The maximum height of the entire structure of a daily display sign is three feet;

(iii) Sign is stored away from public view when the establishment served by the sign is closed for business.

(D) Small commercial banner. A small commercial banner of 24 square feet may be displayed at any time so long as:

(i) The banner is kept in good condition; and

(ii) The banner is securely affixed to a building, wall, or fence; and

(iii) One per business or entity; and

(iv) Can be placed in addition to a nonresidential banner.

(E) In addition to the other signs authorized by this chapter, the city building department may allow the placement of additional temporary, non-commercial signs on city property pursuant to the city approved policy. Any sign placed under the sign policy as approved by the city building department must meet all of the requirements of the sign policy and any conditions required by the city building department. No sign may be placed in the right-of-way or on city property without the permission of the sign administrator.

(3) The responsible party is responsible and liable for compliance with these provisions.

(4) Any sign under this section shall not advertise the sale of goods, services, or activities that are not available on the building or property on which the sign is attached or placed.

(5) Properties in the ETJ that are appraised as or used as commercial property and that contain a business or commercial entity that reflects a use allowed in the above zoning districts regulated by this section must comply with this section.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.02.006. Multi-unit complex in a nonresidential district—Additional signs requiring permit.

Additional signs allowed in a multi-unit complex in a nonresidential district:

(1) In addition to the signs allowed according to the zoning district, one monument or wall sign per complex may be erected advertising up to the total number of office or commercial tenants with a sign permit. On corner lots, the major or primary street shall be construed to be the development lot frontage and no more than one sign shall be permitted. On a development lot located at the intersection of two arterials, a sign shall be permitted for each such thoroughfare or expressway with a sign permit. The sign area of the sign may not be larger than 48 square feet. The name of the complex and the street address with letters no less than six inches in height will appear on the sign. Height of the sign may not be taller than six feet. Address signs must be visible from an adjacent right-of-way for the primary structure on each piece of property.

(2) Sign placement must comply with all setback regulations and any additional setback that may be prescribed by the city building department or sign administrator when there is a potential safety issue.

(3) Properties in the ETJ that are appraised as or used as nonresidential property and that are a multi-unit complex are also required to meet the provisions of this section.

(4) Master sign plans for areas with a multi-unit complex are highly encouraged to meet the unique needs of each multi-unit complex. All owners, tenants, subtenants and purchasers of individual units within the development shall comply with the approved master sign plan.

(5) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(6) Single sign in a multi-unit project. A single sign in a multi-unit project may be replaced upon application for this permit and payment of fee. This permit and fee is only applicable for the replacement of a panel or sign area of the same or smaller size. Each panel or sign area is a separate permit or fee under this subsection.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.02.007. Banners on nonresidential property.

(a) Each nonresidential property or lot may display one banner at a time. A small commercial banner can be displayed in addition to this banner.

(b) Banners that are securely attached to a permanently installed building, fence, or wall may remain so long as they are kept in good repair throughout the time of their display.

(c) Banners that are securely erected on pipes, poles, posts or other materials may be placed as discussed herein so long as they remain in good repair and are securely fashioned to the pipe or other material and the material is specifically designed for the display of a banner.

(d) The maximum surface area for banners on nonresidential property shall be 32 square feet. Banners do not count towards total cumulative signable area limits.

(e) Banners hung on nonresidential property shall not exceed 15 feet in height.

(f) Only one banner at a time is permitted per nonresidential property or lot, unless additional banners are allowed under this code. A small commercial banner as listed herein can be placed per business or lot regardless of how many businesses or entities exist on each nonresidential property or lot.

(g) Banners on nonresidential property do not require a permit so long as they meet the requirements in this section.

(h) A small commercial banner of 24 square feet may be displayed at any time on nonresidential property so long as:

(1) The banner is kept in good condition; and

(2) The banner is securely affixed to a building, wall, or fence; and

(3) One per business or entity; and

(4) This banner is in addition to the other banner (32 square feet) allowed.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.02.008. Historic district.

Additional signage regulations applicable to the city's historic districts are included in the design and development standards in the historic preservation implementation manual.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.02.009. Master sign plans.

A master sign plan is a comprehensive document containing specific regulations for an entire project's signs. Master sign plans are appropriate for planned development districts, master planned developments, development agreements, large residential or commercial developments, multi-unit complexes, or in the case where a project applicant is seeking several variances to the city's sign chapter.

(Ord. No. 2025-37, 10-21-2025)

ARTICLE 26.03. ADMINISTRATION

Sec. 26.03.001. Permit required.

Applications for a sign permit must be filed in the city building department and will be processed by the sign administrator or the sign administrator's designee.

(1) Requirements. Except as otherwise provided for herein, no sign shall be erected, posted, painted, or otherwise produced, changed, refaced, remodeled, or reconstructed, in whole or in part, within the city limits and ETJ of the city without first obtaining a permit.

(A) Applications. Application for a permit required by this article shall be made as required by the city building department. The application for sign permits shall contain all information, drawings, and specifications necessary to fully advise the city building department and sign administrator of the type, size, shape, location, zoning district if within city limits, construction, and materials of the proposed sign and the building structure or premises upon which it is to be placed. Drawings shall also show all existing signs on the property. An application is not considered complete until all necessary information listed in this code are provided with the application.

(B) Application for permit. An application for a sign permit must be filed with the city building department. An application for any sign must state the date when the owner intends to erect the sign.

(C) Proof of property interest. All applicants must provide sufficient proof, to be determined by the city building department, showing a real property ownership interest in the property on which the sign will be located or sufficient proof of authorization from the real property owner for sign placement on the property.

(D) Refacing permit for refacing, remodeling, or repainting sign. A permit is required for anything more than routine maintenance that results in refacing, remodeling, or repainting a sign. The permit fee shall be as listed in the fee schedule. A refacing permit is only available if: (i) the size of the face remains the same; and (ii) the sign is compliant with the outdoor lighting ordinance.

(2) An application shall include:

(A) Name, address, and telephone number of the owner and applicant (if different from owner) of the sign;

(B) Name, address, and telephone number of lessor, if any, sponsoring the sign, if any;

(C) Name, address, and telephone number of the contractor, if any and different from the owner, installing the sign;

(D) Physical address and legal description of the property where the sign is to be installed;

(E) Zoning district, if in city limits, or use if in ETJ, in which the proposed sign will be located;

(F) Any variance that will be requested or has been approved, if variances will be required but have not been previously approved, a separate variance application shall be submitted simultaneously;

(G) An illustration or photograph including the location, appearance, and dimensions of the proposed sign;

(H) An illustration or photograph of the position of the sign on a building or on the ground in plain view, drawn to scale, and elevation views, drawn to scale;

(I) If required by the building official or sign administrator, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction and in any amount required by this chapter or by the building code or other laws adopted by the city; and

(J) An application is not considered complete unless all the above information is provided with the application.

(3) The city building department or designee shall promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within 21 calendar days after receipt or within seven days if the sign requested is a real estate sign. Any application that complies with all provisions of this article, the zoning ordinance, the building code, the lighting ordinance, and other applicable laws, regulations, and ordinances shall be approved after plan reviews and inspection of the site, if needed.

(A) If the application is rejected, the city building department shall provide in writing a list of the reasons for the rejection. An application shall be rejected for noncompliance with the terms of this article, the zoning ordinance, building code, or other applicable law, regulation, or ordinance.

(B) If no action is taken by the city building department or designee within the stated time period after receipt, the city shall not collect a fee for the sign permit application. The city building department then shall approve or reject the application as soon as practical after the 21-day deadline. A new 21-day deadline begins at each submission. However, if the city building department has not approved or rejected the permit within 45 calendar days after the completed application is filed, the applicant can file a complaint as an appeal to the city council as if the permit had been denied.

(4) Permit fee. A nonrefundable fee as set forth in the uncodified fee schedule adopted by the city council shall accompany all sign permit applications. A reapplication fee may be charged as designated in this article. No permit shall be issued until applicable fees have been paid to the city. Fees may be subject to change without prior notification. The sign permit fee schedule shall be in accordance with the fee schedule enacted by the city council and located at city hall.

(5) Duration and revocation of permit. If a sign is not completely installed within six months following the issuance of a sign permit, the permit shall be void. The city may revoke a sign permit under any of the following circumstances:

(A) The city determines that information in the application was materially false or misleading;

(B) The sign as installed does not conform to the sign permit application;

(C) The sign violates this article, the zoning ordinance, building code, or other applicable law, regulation, or ordinance; or

(D) The city building department determines that the sign is not being properly maintained or has been abandoned.

(6) Appeals. If the city building department denies a permit, the applicant may appeal in writing to the city council under section 26.03.003(g)(2). The city council shall make the final decision on the approval or denial of any permit.

(7) Qualifications. Only those individuals who properly obtained a permit by the city building department, or other statutorily required permit or approval shall receive a permit to erect or alter any sign. Permits for the installation, erection, or alteration of any electrical components on a sign shall be issued only to

those individuals who hold a commercial sign master sign electrician's license or is a licensed electrician. It is an offense under section 26.05.002 for any person licensed under the provisions of this article to obtain a permit on behalf of, or for the benefit of, any unlicensed person whose business activities are such that such unlicensed person would need a license to obtain a permit.

(8) Conditions for issuing permits. No permit for the erection or alteration of any sign over any sidewalk, alley, or other public property, or on or over any roof or building shall be issued to any person except upon the condition that the permit may be withdrawn at any time, in which case the sign shall be immediately removed by the responsible party, who will also be liable under the penalties provided for in this article.

(9) Issuance. A permit shall not be issued when:

(A) An existing billboard sign is in a deteriorated, unsafe, or unsightly condition.

(B) A sign on the premises is not in compliance with this article.

(C) A sign on the premises is proposed for construction in an area not zoned for such a sign.

(D) Authorization of the property owner on which the sign is to be placed has not been obtained.

(10) Inspection. Any sign for which a permit is issued shall be inspected after its erection for conformity to the provisions of this article.

(11) Before any permit may be issued for a new sign under this chapter, the responsible party shall modify or remove any of its own nonconforming signs and sign structures displayed or erected on the same property for which the permit is being sought, so that all the signs and sign structures they are responsible for on the property conform to the provisions of this chapter. This provision does not apply to real estate signs, banners, temporary signs, or daily display signs. This provision does not apply to nonconforming signs with a variance.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.03.002. Permit not required.

A permit shall not be required for:

(1) Simple routine maintenance, adjustments, replacement of compliant light bulbs, etc., on existing signs.

(2) When a sign has been damaged by fire, windstorm, or other causes, immediate work may be done to prevent damage to property or hazard to persons, and to this extent only. Notice will be given as soon as practical to the city building department.

(3) Changing a commercial message to a noncommercial message on any legal sign surface. Any sign surface on which a commercial message may contain a noncommercial message.

(4) Changing of permitted copy of an existing sign, provided that no increase occurs with respect to either the sign area or the manner in which the sign is structurally supported.

(5) Any sign or display exempted from the sign article or permit requirement.

Sec. 26.03.003. Variances.

(a) A responsible party that wants a variance from this article must file a request for variance with the sign administrator along with a variance application fee, as stated in the city's most recent fee schedule. The sign administrator will indicate what documentation the responsible party must provide in support of the request.

(b) Once the complete and necessary documentation has been provided to the sign administrator, the sign administrator shall review the request and make a determination based on the documentation provided by the responsible party.

(c) The sign administrator may, in specific cases and subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this article will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the city and its citizens in accomplishing the objectives of this article:

(1) Permit a variance for a noncommercial or commercial sign of the setback, effective area, size of internal components of a sign so long as total size of sign face is compliant, or height requirements of this article;

(2) Authorize one additional sign on premises more than the number permitted by this article;

(3) Approve an increase in height up to four feet;

(4) Approve an electronic or LED sign for the display of illuminated, changeable copy sign that consists of electronically changing alphanumeric text; or

(5) Approve a roof sign.

(d) Other requests for variances require a variance application to the city council. The city council may decide, subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this article will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the city and its citizens in accomplishing the objectives of this article.

(e) The sign administrator and city council shall consider:

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.

(5) The sign and its supporting structure is in architectural harmony with the surrounding structures.

(6) Mitigation measures related to the sign in question or other signs on the same premises.

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance when the responsible party is submitting/obtaining a plat, planned unit development, development agreement, or site plan.

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a

master sign plan and considered in the course of a comprehensive review of the entire project's signage.

(10) The sign administrator may authorize the remodeling, renovation, or alteration of a sign when some nonconforming aspect of the sign is thereby reduced.

(f) Where a permit was required for a sign's erection according to the law in effect at the time the sign was erected and where the sign administrator finds no record of a permit being issued, the sign administrator may authorize the issuance of a replacement permit when, from the evidence presented, the sign administrator finds either that a permit was issued or that arrangements were made with a sign company to obtain such permit.

(g) If an applicant wishes to request a variance from the amount of sign and/or variance fees, the applicant may request a fee variance from the sign administrator. The sign administrator may lessen the amount of fees based on the analysis of the time required in review of the sign or variance application(s).

(h) If a variance applicant wishes to appeal the decision of the sign administrator, the applicant shall file for an appeal with the city council within ten days of receipt of the sign administrator's decision. The city council shall consider the appeal at its next regular meeting or as soon as practicable. The board of adjustment city council shall either: (1) approve, reject, or approve upon condition the variance application, if any, at its meeting; (2) postpone its decision on the request of the applicant; or (3) postpone its decision to its next regular meeting for good cause based on need for further review by the city council. Upon approval by the city council, the sign permit and variances, if any, the permit shall be issued by the city administrator or the administrator's designee.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.03.004. Conditions.

The sign administrator or city council board of adjustment may impose conditions upon the granting of a variance under this chapter. Such conditions must be related to the variance sought and be generally intended to mitigate the adverse effects of the sign on neighboring tracts and the general aesthetic ambiance of the community. A nonexhaustive list of examples of conditions include increased setbacks, added vegetation, muted colors, and decreased lighting. The city council may condition sign variances on the responsible party bringing other existing, nonconforming signs into compliance with current regulations. A responsible party's failure to comply with conditions placed on a variance may result in the city council voiding the variance and authorizing all available code enforcement actions and other remedies available in equity or at law.

Sec. 26.03.005. Approval of master sign plans.

(a) A responsible party that seeks approval of a master sign plan must file a request for a master sign plan with the sign administrator along with a sign permit fee, as stated in the city's most recent fee schedule. The sign administrator will indicate what documentation the responsible party must provide in support of the request.

(b) Once the necessary documentation has been provided to the sign administrator, the sign administrator may administratively deny or approve the master sign plan, with or without conditions.

(c) The sign administrator may determine to present the master sign plan to the city council for approval or denial in lieu of administrative approval.

(d) If the responsible party disagrees with a decision of the sign administrator to deny a master sign plan, or disagrees with the conditions placed on a master sign plan by the sign administrator, the responsible party may submit a written request that the city council review the master sign plan request, the supporting

documents, and the sign administrator's decision. The city council can affirm, reverse, or modify the decision of the sign administrator.

(e) The city council has final authority to approve a master sign plan or conditions on a master sign plan.

(f) A master sign plan ordinance can modify variance procedures for its specific property.

(g) Any application for a master sign plan shall be accompanied by fees for each sign and variance requested within the master sign plan. In addition, the master sign plan fee or master sign plan ordinance fee, dependent on application type, must be paid for each master sign plan or master sign plan ordinance.

Sec. 26.03.006. Procedure for variances to master sign plans.

(a) A responsible party that wants a variance from a master sign plan adopted under this chapter must file a request for variance with the sign administrator along with a variance fee, as stated in the city's most recent fee schedule. The sign administrator will indicate what documentation the responsible party must provide in support of the request.

(b) Once the necessary documentation has been provided to the sign administrator, the sign administrator may administratively deny or approve a variance, with or without conditions, from an adopted master sign plan if the change is related to:

(1) Change the location of the sign within the area designated by the master sign plan;

(2) Change the location of the sign within the right-of-way or into the right-of-way so long as a license agreement is presented and approved by the sign administrator;

(3) Change illumination of the sign so long as the illumination complies with article 24.06: Outdoor lighting ordinance;

(4) Change of sign face so long as the size of the sign face is not increased;

(5) Change in number of panels or size of panels on a monument sign so long as total size of sign face is not increased; or

(6) Change in letter size or line number so long as total size of sign face is not increased.

(c) Administrative approval is not allowed and variance procedures in section 26.03.001 shall be followed if:

(1) Additional signs are requested;

(2) Increase in the size of the sign is requested;

(3) Change in sign type is requested;

(4) Increase in the height of the sign is requested; or

(5) The sign administrator determines the variance request shall be reviewed in the regular variance process.

(d) If the responsible party disagrees with a decision of the sign administrator to deny a variance request, or disagrees with the conditions placed on a grant of a variance by the sign administrator, the responsible party may submit a written request that the city council review the variance request, the supporting documents, and the sign administrator's decision. The city council can affirm, reverse, or modify the decision of the sign administrator.

(e) The city council has final authority to approve a variance or conditions on a variance.

(f) A master sign plan ordinance can modify variance procedures for its specific property.

(Ordinance 2020-12, adopted 3/14/20)

ARTICLE 26.04. EXISTING SIGNS

Sec. 26.04.001. Maintenance of existing signs.

(a) All signs in the city and ETJ shall be properly maintained at all times to the satisfaction of the sign administrator. The sign administrator shall have the authority to order the painting, repair, or removal of a sign which constitutes a hazard to the safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment. The sign administrator's decision shall be subject to the review of the board of adjustment under the procedure for appeal of a decision of an administrative official under section 26.03.003(g)(2). If within 15 days the maintenance orders are not complied with, the city administrator may order the sign removed at the owner's expense under the provisions of this article.

(b) It is an offense under section 26.05.002 for a responsible party to fail to maintain signs and sign structures in a good and sound condition as determined by the building official in accordance with the International Building Code. Responsible parties must repair or replace signs and sign structures that are rotting, pealing, rusting, fading, becoming discolored, covered in dirt, or filled with holes. Responsible parties shall not allow signs or sign structures to become dangerous, within the meaning of the International Building Code, as a result of inadequate design, construction, repair, or maintenance. The city can seek to compel immediate removal of signs that are in such a state of disrepair as to constitute an imminent threat to public health, safety and welfare.

Sec. 26.04.002. Newly annexed signs.

Signs in areas newly annexed into the city limits or newly encompassed by an expanded ETJ shall be treated as nonconforming signs. If required for the type of existing sign, a permit shall be issued upon application. The signs shall be held to the amortization period addressed below of ten years so that the beginning of the amortization period is the time of annexation or encompassment.

Sec. 26.04.003. Off-premises pole signs (billboards).

No permit for alteration or relocation may be issued for an off-premises sign that was not timely inventoried and reported to the city prior to November 30, 2008.

(1) Alteration. An off-premises sign may not be altered regarding amount of surface area, shape, orientation, height, illumination, or location without the prior issuance of a sign alteration or relocation permit. Ordinary and routine necessary repairs that do not change the size, shape, orientation, height, illumination, or location of an inventoried off-premises sign do not require an alteration permit. A sign alteration permit expires if the approved modifications are not completed within 90 days of permit issuance.

(2) Maintenance. If the sign administrator or administrator's designee finds that any off-premises sign on the authorized list is not maintained in good repair, the sign administrator or administrator's designee will notify and order the owner to repair the sign within 30 calendar days. If the sign administrator or administrator's designee finds that the sign structure or sign area of an off-premises sign has deteriorated more than 60 percent of its replacement value, or is not repaired within 30 calendar days, the sign administrator or administrator's designee shall notify the owner of the off-premises sign and the owner of the real property on which the off-premises sign is located to remove the off-premises

sign or poster panel from the property within a specified time. Replacement of more than 60 percent of an off-premises sign during one calendar year shall void the legal nonconforming status of the sign and require immediate removal or conformance with current standards. All off-premises signs ordered to be removed shall be stricken from the authorized list.

(3) No existing billboard shall exceed 40 feet in height from the ground level. No existing billboard shall interfere with the visibility of pedestrians or drivers of motor vehicles at street intersections or otherwise obstruct traffic or create a traffic hazard.

Sec. 26.04.004. Destroyed nonconforming signs.

An existing nonconforming sign in the city limits or ETJ may not be repaired or rebuilt in the case of obsolescence or destruction by fire or other causes. In case of partial destruction by fire or other causes, where the cost of repairing the sign is less than 60 percent of the cost of erecting a new sign of the same type at the same location, the sign administrator may issue a "no fee" permit for the necessary repairs to be made to the sign. If the necessary repairs are not completed within 60 days of the receipt of written notification to the responsible party by the sign administrator or the sign administrator's designee, then the sign shall be removed either by the responsible party or by the city at the responsible party's expense. Criminal or civil penalties may also be initiated against the responsible party as provided for in this article. Under unusual circumstances and/or where the responsible party has shown "good faith" in attempting to comply with the provisions of this article, an extension period of 30 days may be granted to the responsible party to facilitate repairs. If the cost of rebuilding or repair of an existing nonconforming sign exceeds 60 percent of the cost of erecting a new sign of the same type at the same location, the sign shall be removed at the responsible party's expense. If the sign is not removed within 30 days of written notification to the responsible party, then it shall be removed by the city or its designated agent(s) at the responsible party's expense. A sign so removed under the provisions of this section shall be kept in storage for a period of 60 days, and if it is not claimed within said period, it may be disposed of in a lawful manner by the city.

Sec. 26.04.005. Abandoned or discontinued signs.

An abandoned or discontinued sign is a sign that advertises a business or project that has ceased operations more than one year, unless the property is leased, in which case the sign shall be removed after two years. The responsible party shall remove any sign and/or sign structure that has not been used for advertising or promoting a going concern for at least one year. For the purposes of this section, a business or project has ceased to operate when it is no longer engaged in the sale of products or services in the normal course of business. A violation of this section is an offense under section 26.05.002.

Sec. 26.04.006. Signs and modifications.

(a) Signs lawfully in existence on the date the provisions of this article are adopted that do not conform to the provisions of this article, but which were in compliance with the applicable regulations at the time they were constructed, erected, affixed, or maintained, must be regarded as nonconforming.

(b) For the purpose of amortization, these signs may be continued from the effective date of this article for a period not to exceed ten years, unless under a previous regulation the signs were to be amortized as allowed by law. In that case the amortization period must be as previously required or ten years, whichever is less. Signs that cannot be amortized by the city may continue in existence so long as the sign continues to be properly maintained as required by this code.

(c) Signs which were nonconforming to the prior ordinance and which do not conform to this article must be removed immediately.

Sec. 26.04.007. Altered, relocated, or replaced signs.

Any sign which is altered, relocated, or replaced must be brought immediately into compliance with all provisions of this article.

Sec. 26.04.008. Incentives for compliance.

(a) Variance incentive. When considering granting a requested variance under this chapter or any other chapter, the city may take into consideration an applicant's commitment to bring pre-existing nonconforming signs into compliance with this chapter, and/or remove pre-existing nonconforming signs.

(b) Permit incentive. If a responsible party voluntarily elects to bring a pre-existing nonconforming sign into compliance with this chapter, the sign administrator may waive the application fee for any required sign permits related to the specific property.

(Ord. No. 2025-37, 10-21-2025)

Editor's note(s)—Ord. No. 2025-37, adopted October 21, 2025, amended the Code by repealing former § 26.04.008, and renumbering former § 26.04.009 as a new § 26.04.008. Former § 26.04.008 pertained to additional temporary signs, and derived from the original codification.

ARTICLE 26.05. VIOLATIONS AND PENALTIES

Sec. 26.05.001. Violations.

Should the responsible party or parties after receiving written notice from the sign administrator, building official, or code enforcement official of a violation of this chapter fails to correct a violation of this chapter within the time stated in the written notice, the sign administrator or the administrator's designee may cause such signs and supports to be removed. The sign administrator may also take necessary action to file a lien against the property to recover the cost of removal if the removal costs are not paid by the property owner within 15 days after the property owner is billed. The sign administrator may also pursue criminal penalties and/or civil action as provided for under this article and state law. No notice by the city is required to remove improperly placed signs that are:

(1) In the right-of-way;

(2) In another person's property without that person's written permission;

(3) In a place that causes a safety issue due to its placement; or

(4) In a place that encumbers use of a street, path, trail, or sidewalk or encumbers entry or exit from a property.

Sec. 26.05.002. Offense.

(a) A person who violates, causes, allows or permits a violation a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding $500.00.

(b) Each violation of this chapter designated as an offense constitutes a separate offense.

(c) No culpable mental state is required to prove an offense under this chapter if the offense involves: (1) placement of a sign in the right-of-way; (2) placement of a sign in another person's property without the

person's permission; (3) placement of a sign that encumbers access to a person's property or encumbers use of a street, sidewalk, trail, path, or driveway.

(d) Sections containing an offense:

(1) Section 26.01.009, prohibited signs.

(2) Section 26.01.0012(a), reflective surfaces.

(3) Section 26.01.015, noncompliant signs prohibited.

(4) Section 26.03.001(7), qualifications.

(5) Section 26.04.001(b), maintenance of existing signs.

(6) Section 26.04.005, abandoned or discontinued signs.

(7) Section 26.04.008, additional temporary signs.

(Ord. No. 2025-37, 10-21-2025)

Sec. 26.05.003. Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that erects or owns any sign, from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions of this chapter. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any signs, materials, or devices under these provisions.

Sec. 26.05.004. Civil remedies.

Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

(1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including removal of signs that violate this chapter at the expense of the responsible party;

(2) A civil penalty up to $1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief; and

(3) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

(Ordinance 2019-06, adopted 2/12/19)

APPENDIX A. CHART OF SIGN DESIGN STANDARDS

Type of Sign	Maximum Area	Maximum Height	Maximum Number	Permit Required	Conditions (Section Number)
Government signs	6 sq. ft.	3 ft.	n/a	no	26.01.009
Small real estate	32 sq. ft.	8 ft.	1 or 2	no	26.01.017
Large real estate	6 sq. ft.	6 ft.	1	yes	26.01.016
Real estate - Lease individual units			For each unit for lease	no	26.01.016; 26.01.017
Vending machine	Size of machine	Size of machine	Equal to number of machines on site	no	26.01.005;26.01.008; 26.02.004; 26.02.005; 26.01.009;26.01.008;
Vehicle signs/mobile food vendors	Size of vehicle	Size of vehicle	None	no	26.01.008
Sports field signs	32 sq. ft.	6 ft.	1 for each unit	no	26.01.008
Memorial signs	6 sq. ft.	None	Limited by content	no	26.01.005;26.02.004
Window signs - limited[1]	5 sq. ft.	5 ft.	1	yes	26.02.003;26.02.005
Residential developments - noncommercial identification sign	24 sq. ft.	6 ft.	1	no	26.02.001
Home occupation	4 sq. ft.	4 ft.	1	no	26.02.005
Residential - noncommercial signs	4 sq. ft.	None	None	no	26.02.001

Residential - address (required)	Letters and numbers 6" to 8"		One (required)	no	26.02.001
Residential - temporary sign	9 sq. ft.	9 ft.	One	no	26.02.001
Construction/development sign	48 sq. ft.	8 ft.	One	yes - project completion annual renewals	26.02.001; 26.02.002; 26.02.004
Traffic control signs (not MUTCD)	2 sq. ft.	6 ft. from grade	As required	no	26.02.001
Multifamily residential complex/monument sign	24 sq. ft.	6 ft.	One per entrance	yes	26.02.002
Multifamily identification wall sign	15 sq. ft.		One (if no hanging sign)	yes	26.02.002
Multifamily identification hanging sign	8 sq. ft.		One (if no wall sign)	yes	26.02.002
Manufactured home park identification monument sign	24 sq. ft.	6 ft.	One	yes	26.02.003
Commercial wall sign	64 sq. ft. - length limited to 75% of street front width	Maximum building height	One or two depending on location of entrances	yes	26.02.004
Commercial hanging signs	8 sq. ft. - limited to 75% of street front width	7 ft. clearance	One or two depending on location of entrances	yes	26.02.004

Commercial construction/development sign	64 sq. ft.	8 ft.	One per entrance	yes	26.02.004
Commercial monument sign - individual business	32 sq. ft.	6 ft.	One	yes	26.02.004
Commercial awning sign as part of wall sign	See conditions	One or two depending on location of business	yes	26.02.004	
Restaurant menus	32 sq. ft.	Two per lane - vehicular and pedestrian	yes	26.02.004	
Equipment signs	Size of equipment	None	no	26.02.004	
Window signs	Cumulative of 24 sq. ft. of 25 sq. ft. depending on location of business	None	no	26.02.004	
Noncommercial signs	36 sq. ft.	One	no	26.02.004; 26.02.005	
Flags - noncommercial	40 sq. ft.	page on frontage, up to 4 maximum	no	26.02.004	
Daily displays	3 ft.	One	no	26.02.004; 26.02.005	

Wall signs - industrial	64 sq. ft. Cumulative		yes	26.02.005	
Monument identification sign - industrial	48 sq. ft.	One	yes	26.02.005	
Equipment signs	Size of equipment	None	no	26.02.005	
Noncommercial signs	36 sq. ft.	One	no	26.02.005	
Monument or wall identification sign -multi-unit complex	48 sq. ft.	6 ft.	Depends on location	yes	26.02.006
Banners - affixed to building, fence, wall	32 sq. ft.	15 ft.	One	no	26.02.007
Banners - affixed to pipes, poles	32 sq. ft.	15 ft.		No	26.02.007
Banners - small commercial banners	24 sq. ft.	15 ft.	At any time	No	26.02.004; 26.02.005; 26.02.007
New business signs	32 sq. ft.	6 ft.	One between building permit and CO - 60 days; and 60 days prior to opening	No	26.02.004

[1] Store hours, security systems, trade organization memberships, credit cards accepted, no solicitation, and open/closed.

(Ordinance 2019-06, adopted 2/12/19; Ord. No. 2025-37, 10-21-2025)

APPENDIX B. MASTER SIGN PLAN FOR THE COMMONS

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular name.

This appendix to Chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for The Commons."

1.2. Purpose.

This appendix provides standards for consistent and compatible signage for the complex as a whole, and signage utilized by individual tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location in the city limits.

1.3. Scope.

1.3.1. This appendix applies to all property currently known as The Commons, that being Lot I-A, The Commons Subdivision, Hays County, Texas, the address being 100 Commons Road, Dripping Springs, Texas, 78620.

1.3.2. This appendix applies to the owner and to each individual Tenant occupying The Commons. Owner shall provide each tenant with a copy of this appendix. Both the owner and the tenant are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

1.4. Applicability.

1.4.1. The standards set forth in this appendix, along with the illustrations identified as exhibit #1 to Ordinance 1251.06, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2. Permit applications for signs proposed to be erected and maintained at The Commons shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (signs), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3. Variance applications for signs proposed to be erected at The Commons shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4. If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

1.5. Administration.

1.5.1. Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2. Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1. Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the Code, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2. Specific terminology.

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

Owner: The person who owns The Commons, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Tenant: A person with a leasehold interest in a designated unit within The Commons. Subtenants shall not be treated as separate Tenants for purposes of calculating the maximum allowable signage under this appendix.

SECTION 3. PROPERTY SIGNAGE

3.1. General consistency.

3.1.1. **Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

3.1.2. **Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit #1 to Ordinance No. 1251.06.

3.1.3. **Logos.** Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4. **Static.** Projecting signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall [remain] static and evenly illuminated.

3.2. Pole sign.

3.2.1. Owner can modify and maintain one pole sign on U.S. Highway 290 West near East Mercer Street.

3.2.2. Only one sign panel is allowed per side tenant.

3.2.3. No panel can exceed 24 square feet in signable area.

3.3. Monument signs.

3.3.1. Owner can erect one monument sign on the corner of Ranch Road 12 and the private driveway entrance for The Commons.

3.3.2. The monument sign on Ranch Road 12 cannot be erected until the entrance apron is widened and the entire driveway is brought into compliance with then-current city street standards and Texas Department of Transportation (TxDOT) standards to provide for increased traffic safety.

3.3.3. Owner will not maintain a monument sign at the driveway entrance from U.S. Highway 290 West. Owner must remove the existing Monument Sign at the driveway entrance from U.S. Highway 290 West within 90 days of the Effective Date of this appendix.

3.3.4. Owner will not erect a monument sign on East Mercer Street.

3.3.5. Monument signs may have three panels per side.

3.3.6. Only one panel is allowed per side per tenant.

3.4. Blade sign.

3.4.1. A blade sign is a projecting sign.

3.4.2. Owner can erect one blade sign on Building 1.

3.4.3. Only one sign panel is allowed per tenant.

3.4.4. No sign panel can exceed 30 square feet in signable area.

3.5. Tower sign.

3.5.1. A tower sign is a projecting sign.

3.5.2. Owner can erect one tower sign on Building 2.

3.5.3. Only one panel is allowed per tenant.

3.5.4. No sign panel can exceed 24 square feet in signable area.

3.5.5. No sign panel can exceed the height (i.e., exterior elevation) of the adjacent building (i.e., Building 2).

3.6. Directory signs.

3.6.1. Owner can erect three directory signs (one for each building).

3.6.2. Each tenant can have a listing on a directory sign.

SECTION 4. TENANT SIGNAGE

4.1. Architectural general consistency.

4.1.1. **Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.1.2. **Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit #1 to Ordinance No. 1251.06.

4.2. Hanging Sign.

4.2.1. Each tenant can erect one hanging sign under the porch roof.

4.2.2. Hanging signs may not exceed four square feet, perpendicular to and at one entrance for each elevation that the tenant has a public entrance on.

4.2.3. Hanging signs must have a minimum eight-foot, six-inch clearance from finished grade to bottom of the sign or sign border.

4.2.4. Hanging signs shall have a minimum clearance between the sign or sign border and the ceiling of 12 inches.

4.2.5. Hanging signs may not be internally illuminated.

4.2.6. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.3. Projecting sign.

4.3.1. Each tenant can erect one projecting sign located on each exterior common walls of the tenant's unit for which the tenant has a public entrance.

4.3.2. Projecting signs can be illuminated.

4.3.3. Projecting signs may not exceed 24 square feet, and may not exceed the storefront widths.

4.3.4. Signage, text or logos, on the elevation shall not extend below the top of the arch, or above the top of the limestone.

4.4. Window sign.

4.4.1. Each tenant can erect one or more window signs.

4.4.2. The cumulative total of window signs per tenant shall not exceed 24 square feet.

SECTION 5. PROHIBITION

It is an offense for any person to erect, install or place signage at The Commons in violation of this appendix.

SECTION 6. ENFORCEMENT

6.1. Civil and criminal penalties.

The City shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

6.2. Criminal prosecution.

Any person violating any provision of this appendix shall, upon conviction, be fined a sum not exceeding $500.00. Each day that a provision of this appendix is violated shall constitute a separate offense. An offense under this appendix is a misdemeanor.

6.3. Civil remedies.

Nothing in this appendix shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix and to seek remedies as allowed by law, including, but not limited to the following:

6.3.1. Injunctive relief to prevent specific conduct that violates the appendix or to require specific conduct that is necessary for compliance with the chapter;

6.3.2. A civil penalty up to $500.00 a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of the appendix and after receiving notice committed acts in violation of the appendix or failed to take action necessary for compliance with the chapter; and other available relief; and

6.3.3. *Stop-work order.* In the event work is not being performed in accordance with this appendix, the city shall issue a stop-work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

(Ordinance 1251.06, adopted 9/12/17)

APPENDIX C. MASTER SIGN PLAN FOR BELTERRA VILLAGE

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular name.

This appendix to chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for Belterra Village."

(Ord. No. 2020-65, § 2, 12-8-2020)

1.2. Purpose.

This appendix provides standards for consistent and compatible signage for the complex as a whole in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location.

(Ord. No. 2020-65, § 2, 12-8-2020)

1.3. Scope.

1.3.1. This appendix applies to all property at Belterra Village, that being the following lots, collectively known as "the Property":

i. Lots 1-3, Belterra Commercial Subdivision.

1.3.2. This appendix applies to the owner and to each individual tenant occupying the property at Belterra Village. Owner shall provide each tenant with a copy of this appendix. Both the owner and the tenant are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

(Ord. No. 2020-65, § 2, 12-8-2020)

1.4. Applicability.

1.4.1. The standards set forth in this appendix, along with the illustrations identified as Exhibit #1, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2. Permit applications for signs proposed to be erected and maintained at the property at Belterra Village shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (Signs), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3. Variance applications for signs proposed to be erected at the property at Belterra Village shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24-article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4. If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

(Ord. No. 2020-65, § 2, 12-8-2020)

1.5. Administration.

1.5.1. Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2. Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

(Ord. No. 2020-65, § 2, 12-8-2020)

SECTION 2. DEFINITIONS

2.1. Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below, but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the code, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

(Ord. No. 2020-65, § 2, 12-8-2020)

2.2. Specific terminology.

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

Balcony sign: Signs depicted on Exhibits #5 and #6 and placed on balconies. This term excludes signs placed or that extend above the roof line of the building on which they are placed.

Directional sign: Signs depicted as D on the attached Exhibit #1 that provides information related to the location of businesses and sale of goods, services, and property.

Monument sign: The signs depicted as M1 through M4 on the attached Exhibit #1. These signs shall be the predominate sign along Highway 290 and shall be used to advertise the tenants of Belterra Village.

Owner: The person who owns property at Belterra Village, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Project identification sign: The sign depicted as I on the attached Exhibit #1. This sign shall be a distinctive sign on the top of the hill on the property and shall advertise the overall property and the tenants adjacent to this sign.

Projecting sign: A sign, other than a wall sign, which physically projects from and is supported by a wall of a building or structure.

Tenant: A person with a leasehold interest in a designated unit within the property at Belterra Village. Subtenants shall not be treated as separate tenants for purposes of calculating the maximum allowable signage under this appendix except that subtenants occupying at least 50 percent of a tenant's premises may have a separate projecting sign so long as such tenant is a minimum of 10,000 square feet.

Window signs: Signs that are painted on, etched in, or visible through a window or transparent door of a building that are oriented in a manner establishing an intent to be viewed off-premises or from public roads. This term excludes signs displayed inside of buildings primarily for patrons on the premises.

(Ord. No. 2020-65, § 2, 12-8-2020)

SECTION 3. PROPERTY SIGNAGE

3.1. General consistency.

3.1.1.Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property and subject to review of the Belterra ADRC.

3.1.2.Renderings. All signs and supporting structures shall be designed in accordance with the drawings included herein as Exhibit #1 and Exhibit #2.

3.1.3.Logos. Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4.Static. Projecting signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

(Ord. No. 2020-65, § 2, 12-8-2020)

3.2. Project identification sign.

3.2.1. Owner may erect one project identification sign in the middle of Lot 2 of the Belterra Commercial Subdivision and US 290.

3.2.2.Building materials: The project identification sign shall be constructed of predominately metal, pre-weathered steel, concrete, and metal mesh and other materials consistent with the architectural design of the center.

3.2.3.Height: The maximum height for the 35 feet six inches.

3.2.4.Width: The maximum width for the project identification sign shall not exceed 20 feet nine inches at the base and ten feet eight inches at the top.

3.2.5.Length: The maximum length for the project identification sign shall not exceed 20 feet nine inches at the base and ten feet eight inches at the top.

3.2.6. The project identification sign shall not have more than four panels, two of which shall display the name "Belterra Village" or the Belterra Village logo.

3.2.7. Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

(Ord. No. 2020-65, § 2, 12-8-2020)

3.3. Monument signs.

3.3.1. Owner may erect four monument signs at the following locations, the approximate location of such monument signs is shown in Exhibit #1:

i. Monument Sign 1: On the western portion of Lot 1 of the Belterra Commercial Subdivision and US 290.

ii. Monument Sign 2: On the eastern portion of Lot 1 of the Belterra Commercial Subdivision and US 290.

iii. Monument Sign 3: On Lot 2 of the Belterra Commercial Subdivision and US 290.

iv. Monument Sign 4: On Lot 3 of the Belterra Commercial Subdivision and US 290.

3.3.2.Building materials: Each monument sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and pre-weathered steel for the panels and the top of the sign.

3.3.3.Height: The maximum height for all monument signs shall not exceed 18 feet nine inches, including a two-foot stone or rock base.

3.3.4.Width: The maximum width for all monument signs shall not exceed six feet at the base and one foot six inches at the top.

3.3.5.Length: The maximum length for all monument signs shall not exceed 24 feet at the base and 13 feet nine inches at the top.

3.3.6. Each monument sign shall not have more than eight tenant panels on each side of the monument sign.

3.3.7. Each monument sign shall not exceed 96 square feet of signable area for tenants on each side of the monument sign.

3.3.8. Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

(Ord. No. 2020-65, § 2, 12-8-2020)

3.4. Directional signs.

3.4.1. Owner may erect six directional signs at the following locations, the approximate location of such directional signs is shown in Exhibit #1:

i. Lot 1: Lot 1 of the Belterra Commercial Subdivision shall contain three directional signs as shown on Exhibit #1

ii. Lot 2: Lot 2 of the Belterra Commercial Subdivision shall contain two directional signs as shown on Exhibit #1

iii. Lot 3: Lot 3 of the Belterra Commercial Subdivision shall contain one directional signs as shown on Exhibit #1

3.4.2.Building materials: Each directional sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and pre-weathered steel for the panels and the top of the sign.

3.4.3.Height: The maximum height for all directional signs shall not exceed eight feet ten inches, including a one-foot stone or brick base.

3.4.4.Width: The maximum width for all directional signs shall not exceed three feet at the base and six inches at the top.

3.4.5.Length: The maximum length for all directional signs shall not exceed 12 feet at the base and six feet ten inches at the top.

3.4.6. Each directional sign shall not have more than seven panels.

3.4.7. Each directional sign shall not exceed 30 square feet of signable area for tenants on each side of the directional sign.

3.4.8. Directional signs shall not be included on the frontage road of Highway 290.

3.4.9. Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

(Ord. No. 2020-65, § 2, 12-8-2020)

3.5. Projecting signs.

3.5.1. Owner may erect eight signs at the following locations, the approximate location of such projecting signs is shown in Exhibit #2:

i. Sign 1: One Belterra Village projecting identification sign up to 42 square feet centered on high wall in western section of Lot 2. Sign shall be attached to current wall as shown in Exhibit "2".

ii. Sign 3: One Belterra Village projecting tenant sign up to 64 square feet centered on high wall at the southwestern corner of Lot 1. Sign shall have up to six panels for tenant names. Tenant names may be modified or changed without approval so long as all other provisions of this appendix and the city's Code of Ordinances is followed when making the change. The total number of panels may be decreased so long as the signage area of the panels is not increased from 17 inches in height and 12 feet four inches in width. Sign shall be attached to current wall as shown in Exhibit "2".

iii. Three planter signs #5 up to 11 square feet each in combined sign area in Lot 2 of the North Belterra Commercial Subdivision. Signs shall be attached to current walls as shown in Exhibit "2".

iv. Two BV Logo Projecting Sign #2a shall up to 15 square feet each in size erected in Lot 2E of the Belterra Commercial Subdivision. Sign shall be attached to current walls.

v. One BV Logo Projecting Sign #2b may be erected in the roundabout between Lots 2E and 3F. Sign shall be attached to current roundabout as shown in Exhibit "2" and shall be up to 15 square feet in height.

3.5.2.Building materials: Each sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and painted aluminum for the lettering and panels of the sign.

3.5.3.Height: The maximum height for Sign #3 shall not exceed five feet three inches. Each tenant panel shall not exceed nine inches in height.

i. The maximum height for Sign #1 shall be four feet.

ii. The maximum height for each Planter Sign #5 shall be eight inches.

iii. The maximum height for each BV Logo Projecting Sign #2a shall be three feet two inches.

iv. The maximum height for the BV Logo Projecting Roundabout Sign #2b shall be three feet two inches.

3.5.4Width:

i. The maximum width for Sign #3 shall not exceed 12 feet four inches.

ii. The maximum width for Sign #1 shall be 11 feet four inches.

iii. The maximum width for each Planter Sign #5 shall be 11 inches.

iv. The maximum width for each BV Logo Projecting Sign #2a shall be four feet ten inches.

v. The maximum width for the BV Logo Projecting Roundabout Sign #2b shall be four feet two inches.

3.5.5. Signs subject to this section shall only be illuminated as stated above.

i. Sign 3: Belterra Village projecting tenant sign may be illuminated so long as the illumination is below 3,000 kelvins as per the Belterra Master Plan.

ii. Sign 1: Belterra Village projecting identification sign may be illuminated so long as the illumination is below 3,000 kelvins as per the Belterra Master Plan.

iii. Planter Signs (Number 5) shall not be illuminated.

iv. BV Logo Projecting Signs (Number 2a) shall not be illuminated.

v. BV Logo Projecting Roundabout Sign (Number 2b) may be illuminated so long as the illumination is below 3,000 kelvins as per the Belterra Master Plan.

(Ord. No. 2020-65, § 2, 12-8-2020)

SECTION 4. TENANT SIGNAGE

4.1. Architectural General Consistency.

Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

(Ord. No. 2020-65, § 2, 12-8-2020)

4.2. Projecting signs.

4.2.1. This section shall only apply to Lots 1—3 of the Belterra Commercial Subdivision, Hays County, Texas, the address being Highway 290, Dripping Springs, Texas 78737 (the "Belterra Village").

4.2.2. Only two projecting signs are permitted per business on each property except if the rear of a business is immediately adjacent to a residential use in which case only one projecting sign is permitted per business.

4.2.3. For Buildings E—N, P, X—Z as shown on Exhibit #1, projecting signs shall follow the below criteria:

i. Lettering for each sign shall consist of one horizontal line of lettering not to exceed 36 inches in height, or two horizontal lines of lettering not to exceed 54 inches, including a minimum six-inch space between the two lines.

ii. Projecting signs facing U.S. Highway 290 shall follow the criteria outlined on Exhibit #3 (Exhibit forthcoming).

iii. No tenant shall be allowed more than one projecting sign per building side and tenants not on a street corner must locate their projecting signs one at the front of the building and the other at the rear.

iv. The total length of any such sign shall not exceed 75 percent of the storefront width of the tenant or occupant's premises on the property.

v. The signable area of any projecting sign for each business shall not exceed:

1. Sixty-four square feet for any tenant under 4,000 square feet.

2. One hundred square feet for any tenant larger than 4,000 square feet, as shown on Exhibit #2.

4.2.4. For Buildings A—D, S, T, Q, R, U—W, and ZZ as shown on Exhibit #1, projecting signs shall follow the below criteria:

i. Lettering for each sign shall not be limited but each sign must not exceed the total allowable signable area shown below.

ii. No tenant shall be allowed more than one projecting sign.

iii. The total length of any such sign shall not exceed 75 percent of the storefront width of the tenant or occupant's premises on the property.

iv. The signable area of any projecting sign for each business shall not exceed:

1. Sixty-four square feet for any tenant under 4,000 square feet.

2. One hundred square feet for any tenant between 4,001 and 6,000 square feet.

3. One hundred fifty square feet for any tenant between 6,001 and 10,000 square feet.

4. One hundred seventy square feet for any tenant between 10,001 and 15,000 square feet.

5. Two hundred square feet for any tenant between 15,001 and 25,000 square feet.

6. Two hundred seventy-five square feet for any tenant over 30,000 square feet.

v. For Building 13, or any other proposed two-story building, balcony signs may be used in lieu of a projecting sign, but shall follow the additional criteria below:

1. No portion of any sign located above the first floor shall extend lower than ten feet six inches above finished floor of the first floor.

2. Signs located on building S, or any other proposed two-story building, and installed above the first floor shall be connected to the balcony above the first floor as shown in the detail in Exhibits #5 and #6.
3. All other requirements related to projecting signs in [section] 4.2.4 shall be adhered to.

4.2.5. Projecting signs may be illuminated. LED illumination shall be below 3,000 kelvin. The property owner shall provide electricity for the illumination of each sign.

4.2.6. Projecting signs that are illuminated must be turned off at the later of closing time of the business or 10:00 p.m.

4.2.7. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.2.8. Lettering, logos, and names on tenant signs may be changed without amendment to this appendix or application for variance so long as all other requirements of this appendix are met, including but not limited to size, height, lighting, and color.

(Ord. No. 2020-65, § 2, 12-8-2020)

4.3. Window signs.

4.3.1. The section shall apply to all lots of the Belterra Commercial Subdivision, Hays County, Texas, the address being Highway 290, Dripping Springs, Texas 78737 (the "Belterra Village").

4.3.2. A unit in the multiunit Belterra Commercial Subdivision, may have a total signable area of window signs that shall not exceed 24 square feet for each business. A unit in the multiunit Belterra Commercial Subdivision where the unit is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed 48 square feet for each business.

4.3.3. The total signable area of the window signs do not count towards the cumulative total signable area allowed.

(Ord. No. 2020-65, § 2, 12-8-2020)

SECTION 5. PROHIBITION

A person commits an offense when a person erects, installs or places signage at Belterra Commercial Subdivision in violation of this appendix.

(Ord. No. 2020-65, § 2, 12-8-2020)

SECTION 6. ENFORCEMENT

6.1. Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

(Ord. No. 2020-65, § 2, 12-8-2020)

6.2. Criminal prosecution.

Any person violating any provision of this appendix shall, upon conviction, be fined a sum not exceeding $500.00. Each day that a provision of this appendix is violated shall constitute a separate offense. An offense under this appendix is a misdemeanor.

(Ord. No. 2020-65, § 2, 12-8-2020)

6.3. Civil remedies.

Nothing in this appendix shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix and to seek remedies as allowed by law, including, but not limited to the following:

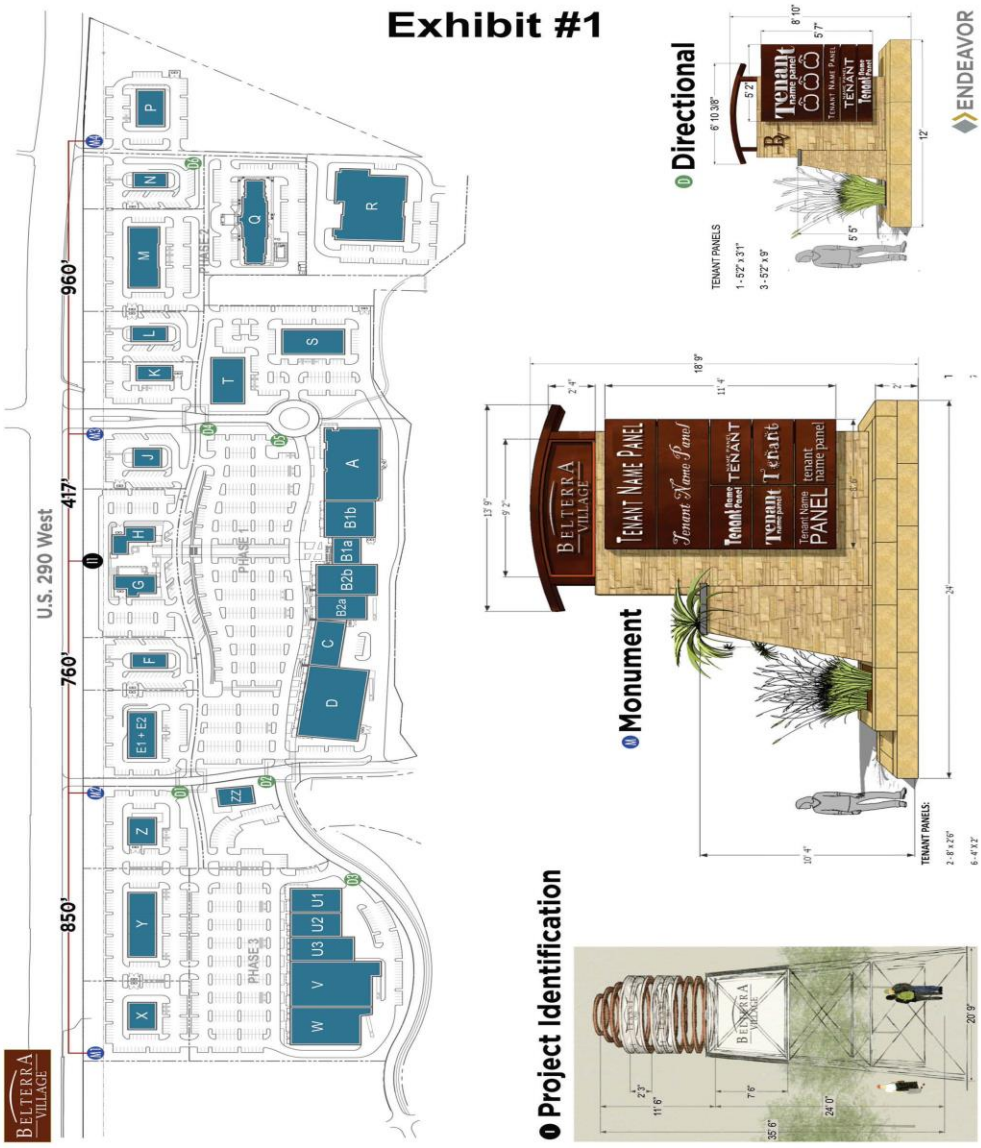
6.3.1. Injunctive relief. Injunctive relief to prevent specific conduct that violates the appendix or to require specific conduct that is necessary for compliance with the chapter.

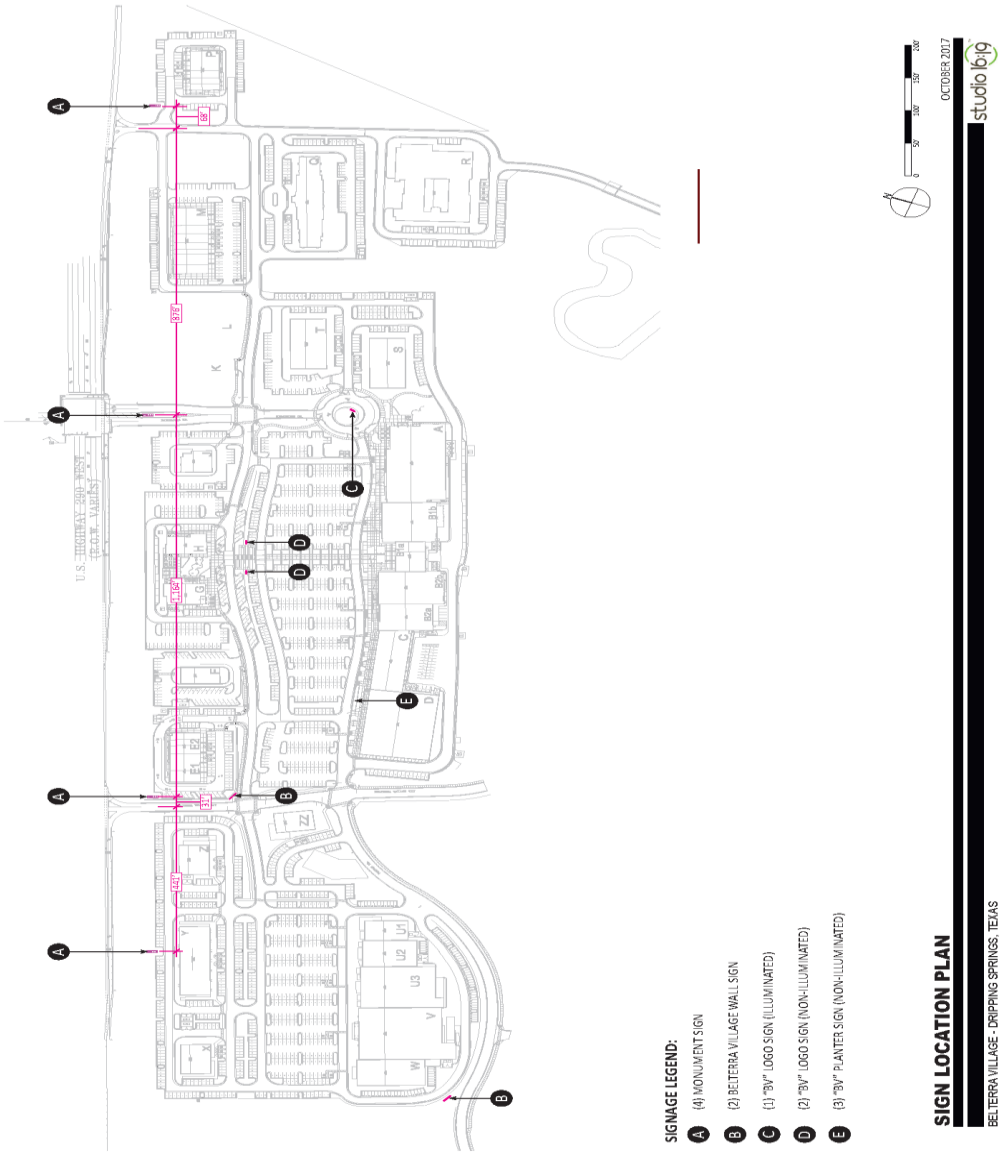
6.3.2. Civil penalty. A civil penalty up to $500.00 a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of the appendix and after receiving notice committed acts in violation of the appendix or failed to take action necessary for compliance with the chapter; and other available relief.

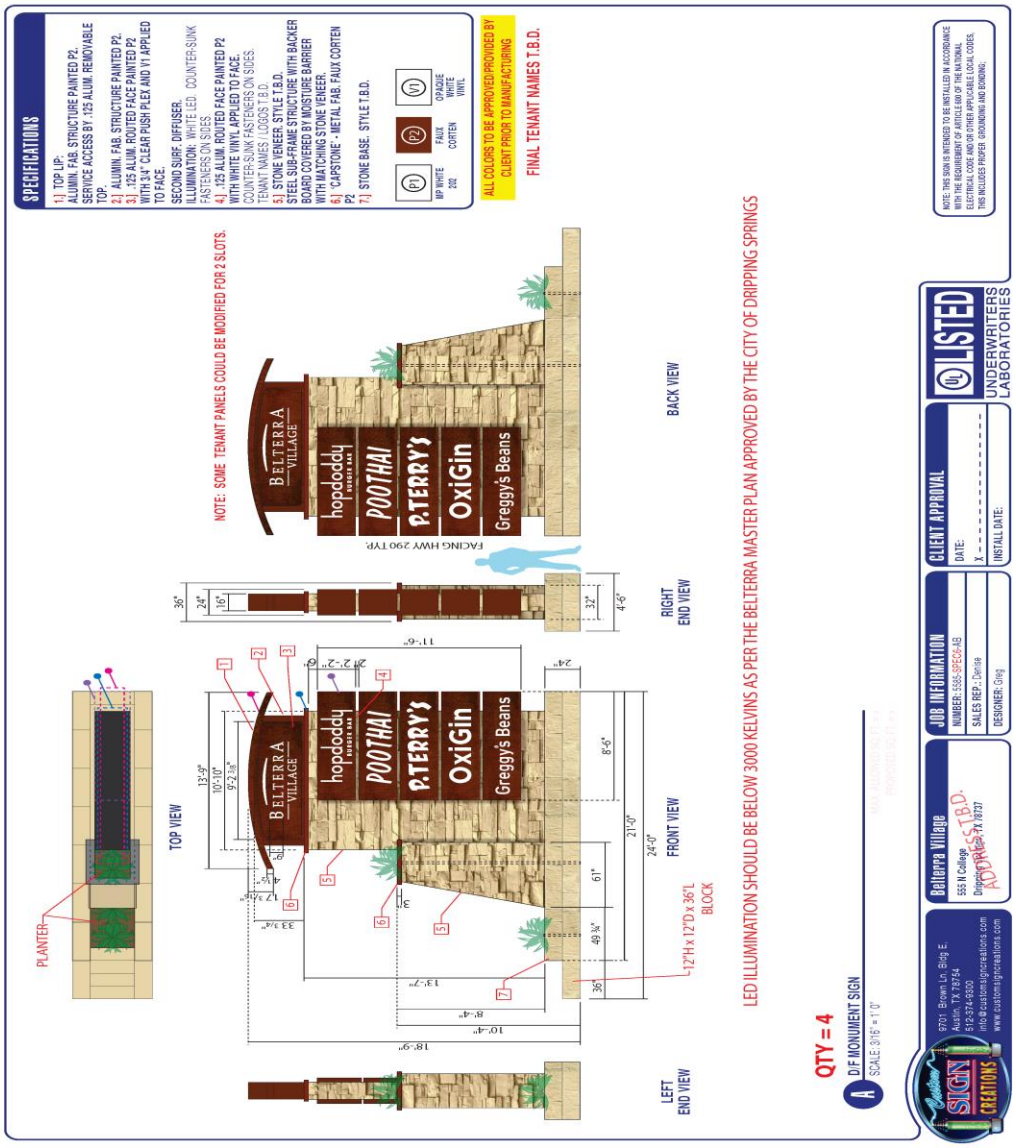
6.3.3. Stop work order. In the event work is not being performed in accordance with this appendix, the city shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

(Ordinance 2018-18, adopted 8/14/18; Ord. No. 2020-65, § 2, 12-8-2020)

Exhibit #1

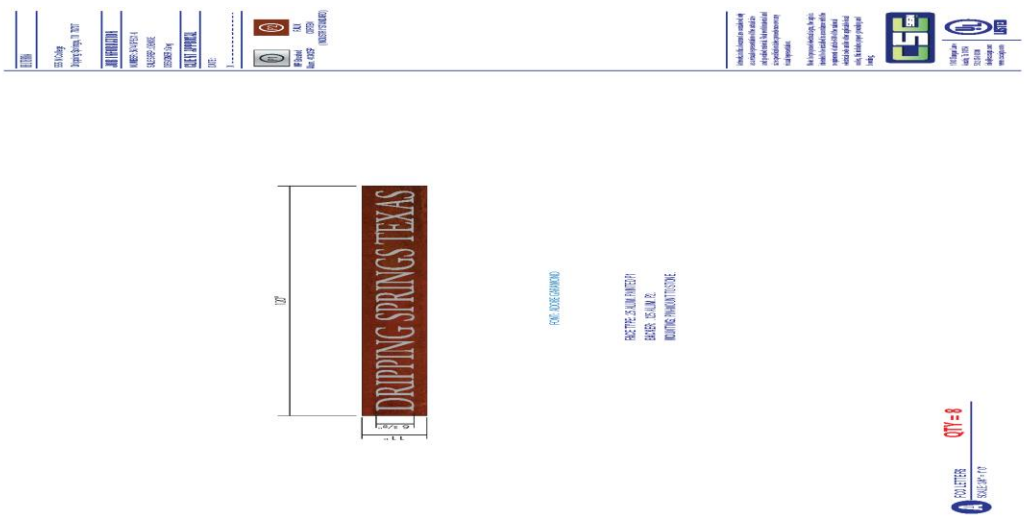

U.S. 290 West
960'
417'
760'
850'
PHASE 1
PHASE 2
PHASE 3
BELTERRA VILLAGE
ENDEAVOR
Directional
TENANT PANELS
1 - 5'2" x 3'1"
3 - 5'2" x 9'
Monument
TENANT NAME PANEL
Tenant Name PANEL
TENANT PANELS:
2 - 8' x 7'6"
6 - 4' X 2'
Project Identification

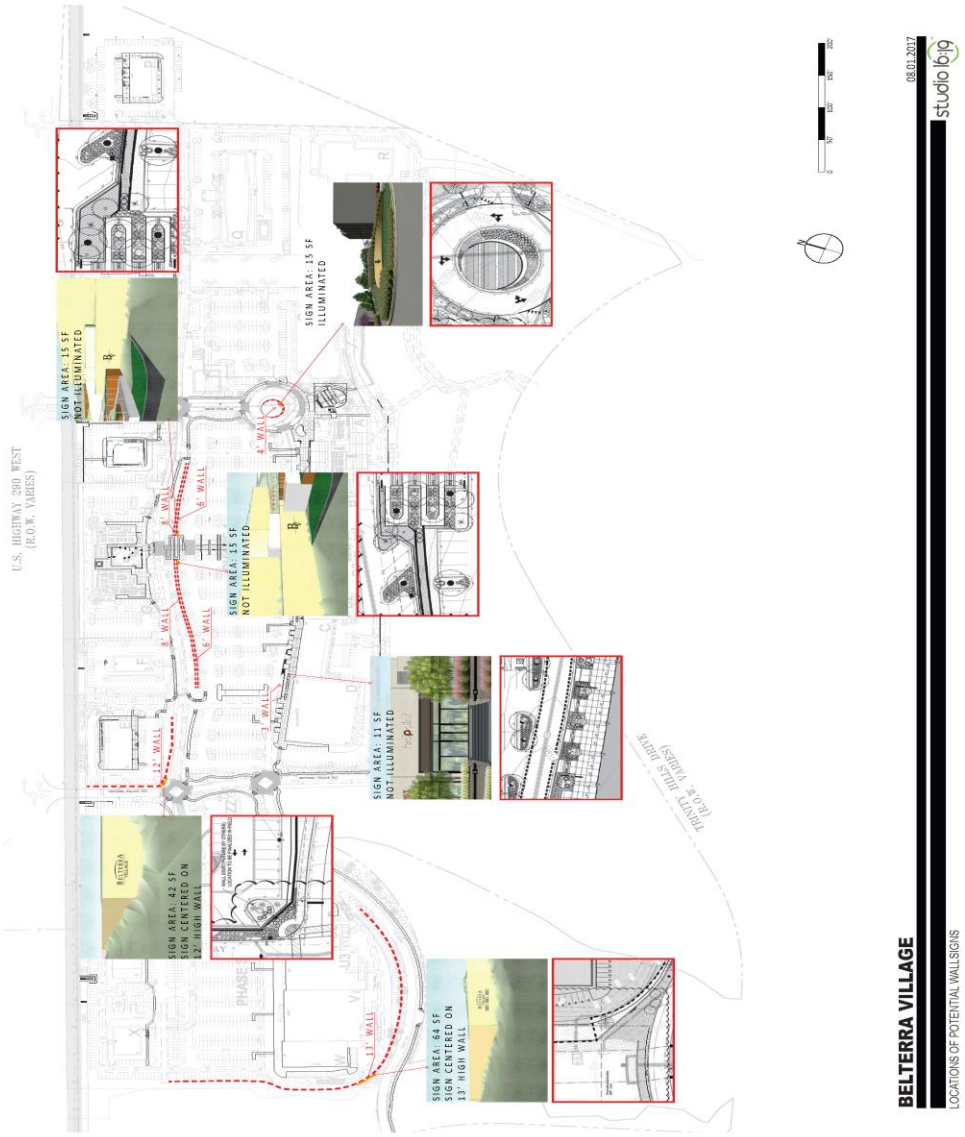

SIGNAGE LEGEND:
A (4) MONUMENT SIGN
B (2) BELTERRA VILLAGE WALL SIGN
C (1) "3'6" LOGO SIGN (ILLUMINATED)
D (2) "3'6" LOGO SIGN (NON-ILLUMINATED)
E (3) "3'6" PLANTER SIGN (NON-ILLUMINATED)
SIGN LOCATION PLAN
BELTERRA VILLAGE - DRIPPING SPRINGS, TEXAS
OCTOBER 2017
studio big


SPECIFICATIONS
1.) TOP UP:
ALUMIN. FAB. STRUCTURE PAINTED P2.
SERVICE ACCESS BY .125 ALUM. REMOVABLE TOP.
2.) ALUMIN. FAB. STRUCTURE PAINTED P2.
3.) .125 ALUM. ROUTED FACE PAINTED P2 WITH 3/4" CLEAR PUSH PLEX AND V1 APPLIED TO FACE.
SECOND SURF. DIFFUSER.
ILLUMINATION: WHITE LED. COUNTER-SUNK FASTENERS ON SIDES.
4.) .125 ALUM. ROUTED FACE PAINTED P2 WITH WHITE VINYL APPLIED TO FACE.
COUNTER-SUNK FASTENERS ON SIDES.
TENANT NAMES / LOGOS T.B.D.
5.) STONE VENEER. STYLE T.B.D.
STEEL SUB-FRAME STRUCTURE WITH BACKER BOARD COVERED BY MOISTURE BARRIER WITH MATCHING STONE VENEER.
6.) "CAPSTONE" - METAL FAB. FAUX CORTEN P2
7.) STONE BASE. STYLE T.B.D.
P1 MP WHITE 2002
P2 FAUX CORTEN
V1 OPAQUE WHITE VINYL
ALL COLORS TO BE APPROVED PROVIDED BY CLIENT PRIOR TO MANUFACTURING
FINAL TENANT NAMES T.B.D.
NOTE: SOME TENANT PANELS COULD BE MODIFIED FOR 2 SLOTS.
FACING HWY 290 TYP.
BELTERRA VILLAGE
hopdoddy
POOTHAI
P.TERRY'S
OxiGin
Greggy's Beans
BACK VIEW
RIGHT END VIEW
TOP VIEW
PLANTER
FRONT VIEW
LEFT END VIEW
12'H x 12'D x 36'L BLOCK
LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS
QTY = 4
A D/F MONUMENT SIGN
SCALE: 3/16" = 1'-0"
9701 Brown Ln, Bldg E.
Austin, TX 78754
512-374-9500
info@customsigncreations.com
www.customsigncreations.com
Belterra Village
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 8385-SPEC6-AB
SALES REP.: Denise
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
LISTED
UNDERWRITERS LABORATORIES
NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENT OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING.

QTY = 4
D/F MONUMENT SIGN
SCALE: 3/16" = 1'0"
LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS
NIGHT
BELTERRA VILLAGE
hopdaddy
POOTHAI
BTERRY'S
OxiGin
Greggy's Beans
Belterra Village
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 5585-3FE26-AB
SALES REP: Denise
DESIGNER: Greg
CLIENT APPROVAL
DATE:
INSTALL DATE:
LISTED
UNDERWRITERS LABORATORIES
9701 Brown Ln. Bldg E.
Austin, TX 78754
512-974-9000
info@customsignrevelations.com
www.customsignrevelations.com

BELTERRA
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 5N14-SPEC1-A
SALES REP.: DENISE
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
As shown in this document are considered only as a visual representation of the actual size and specified material. Real world materials and finishes may vary. Representation over only a visual representation.
Note: for proposed electrical signs, the sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or other applicable local codes. this includes proper grounding and bonding.
CSC SIGN
LISTED
703 Dungan Lane
Austin, Tx 78754
512-339-1300
info@csasign.com
www.csasign.com
BELTERRA
VILLAGE
DRIPPING SPRINGS TEXAS
BACK VIEW
BELTERRA
VILLAGE
DRIPPING SPRINGS TEXAS
FRONT VIEW
A
ELEVATION @ PYLON #1, #2, #3, #4
SCALE: 1/4" = 1'-0"


DRIPPING SPRINGS TEXAS
QTY = 8


U.S. HIGHWAY 290 WEST
(R.O.W. VARIES)
TWENTY MILES DRIVE
(R.O.W. VARIES)
PHASE
SIGN AREA: 15 SF
NOT ILLUMINATED
SIGN AREA: 15 SF
ILLUMINATED
SIGN AREA: 135 SF
NOT ILLUMINATED
SIGN AREA: 11 SF
NOT ILLUMINATED
SIGN AREA: 42 SF
SIGN CENTERED ON
12' HIGH WALL
SIGN AREA: 64 SF
SIGN CENTERED ON
13' HIGH WALL
4' WALL
6' WALL
8' WALL
6' WALL
8' WALL
6' WALL
3' WALL
12' WALL
11' WALL
BELTERRA VILLAGE
LOCATIONS OF POTENTIAL WALLSIGNS
08.01.2017
studio bdg

SPEC DETAIL
[1] "BELTERRA VILLAGE" REVERSE CHANNEL:
FACE TYPE: ALUM. PAINTED P1.
RETURNS: ALUM. PAINTED P1.
ILLUMINATION: WARM WHITE LED.
MOUNTING TYPE: PIN-MOUNT OFFSET 1.5".
FAUX CORTEN
ALL COLORS TO BE APPROVED/PROVIDED BY CLIENT PRIOR TO MANUFACTURING
NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING.
LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN
APPROVED BY THE CITY OF DRIPPING SPRINGS
BELTERRA
VILLAGE
11'-4"
[1]
17 7/8"
13 3/8"
6"
11 1/2"
3"
END VIEW
1 CHANNEL LETTERS AND TENANT CABINET
SCALE: 1/2" = 1'-0"
QTY = 1
41 SQ. FT.
CSC SIGN
1703 DUNGAN LANE
AUSTIN, TX 78754
512-374-9300
INFO@CSCSIGN.COM
WWW.CSCSIGN.COM
Belterra
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 5935-SSP224-A
SALES REP: Denise
DESIGNER: Greg
CLIENT APPROVAL
DATE
X
INSTALL DATE
UL LISTED

BELTERRA
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 5574-SPEC01-A
SALES REP.: DENISE
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X _ _ _ _ _ _ _ _ _ _ _ _
LISTED
1700 Turner Lane
Austin, TX 78704
512-371-2020
info@csasign.com
www.csasign.com
BELTERRA
VILLAGE
DRIPPING SPRINGS
B ELEVATION - WALL SIGN #1
SCALE: 1/2" = 1'-0"

LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN
APPROVED BY THE CITY OF DRIPPING SPRINGS
BELTERRA
VILLAGE
NIGHT
1 ELEVATION
SCALE: 1/2" = 1'-0"
CS SIGN
1703 DUNGAN LANE
AUSTIN, TX 78754
512.374.9300
INFO@CSSIGN.COM
WWW.CSSIGN.COM
Belterra
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 2303-SPEC4-A
SALES REP: : Denise
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X ----------
INSTALL DATE:
UL LISTED

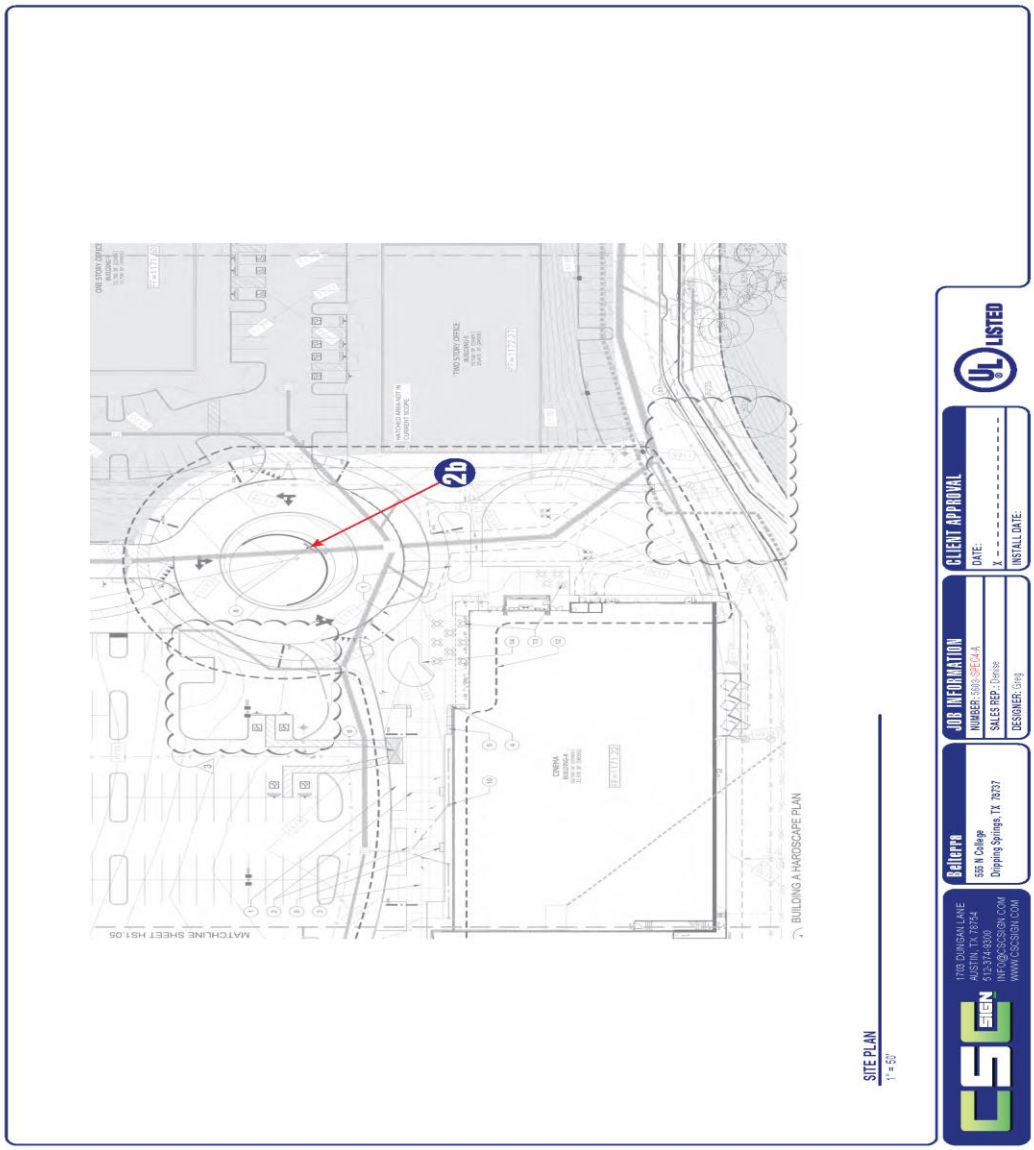

SPEC DETAIL
[1] "BELTERRA VILLAGE" REVERSE CHANNEL:
FACE TYPE: ALUM. PAINTED P1.
RETURNS: ALUM. PAINTED P1.
ILLUMINATION: WARM WHITE LED.
MOUNTING TYPE: PIN-MOUNT OFFSET 1.5".
[1] TENANT CABINET
FACE TYPE: .125 ALUM. PAINTED P1 WITH 3/4" CLEAR PUSH-FLEX AND WHITE OPAQUE VINYL ON FACE.
RETURNS: ALUM. PAINTED P1.
ILLUMINATION: WARM WHITE LED.
MOUNTING TYPE: COUNTER-SUNK SCREWS PAINTED P1.
P1 FAUX CORTEN
ALL COLORS TO BE APPROVED PROVIDED BY CLIENT PRIOR TO MANUFACTURING
NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING.
LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN
APPROVED BY THE CITY OF DRIPPING SPRINGS
COUNTERSUNK SCREWS
END VIEW
3"
5"
[1]
[2]
12'-3 3/8"
BELTERRA
VILLAGE
TENANT #1
TENANT #2
TENANT #3
TENANT #4
TENANT #5
TENANT #6
4'-1 1/4"
5'-2 5/8"
16 1/8"
16 1/2"
10 5/8"
8 7/8"
12 1/4"
5 1/2"
5"
TENANT #1
ALL TENANT PANELS FASTENED WITH COUNTERSUNK SCREWS
TYP. DETAIL
NTS
QTY = 1
64 SQ. FT.
3 CHANNEL LETTERS AND TENANT CABINET
SCALE: 1/2" = 1'-0"
CS SIGN
1703 DUNCAN LANE
AUSTIN, TX 78754
512.736.0000
SIGN@CSCSIGN.COM
WWW.CSCSIGN.COM
Belterra
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 9803-SPEC4-A
SALES REP: Denise
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
UL LISTED

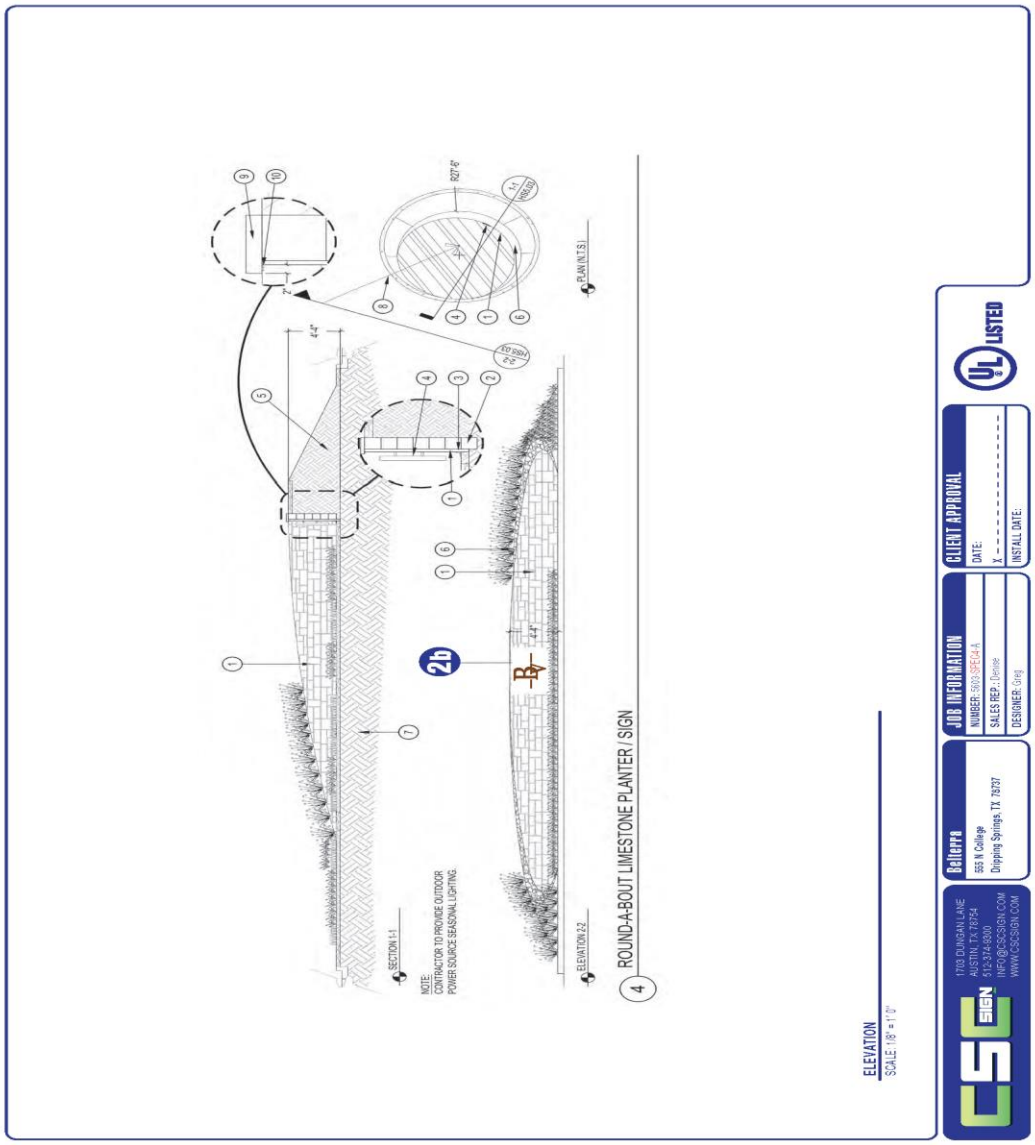
B ELEVATION - WALL SIGN #3
SCALE: 1/2" = 1'-0"

LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN
APPROVED BY THE CITY OF DRIPPING SPRINGS
BELTERRA
VILLAGE
TENANT #1
TENANT #2
TENANT #3
TENANT #4
TENANT #5
TENANT #6
NIGHT
3 ELEVATION
SCALE: 1/2" = 1'-0"
CSC SIGN
1703 DUNCAN LANE
AUSTIN, TX 78754
512.374.9200
INFO@CSCSIGN.COM
WWW.CSCSIGN.COM
Belterra
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 2603-SPEC3-A
SALES REP.: Dalton
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X _____
INSTALL DATE:
UL LISTED

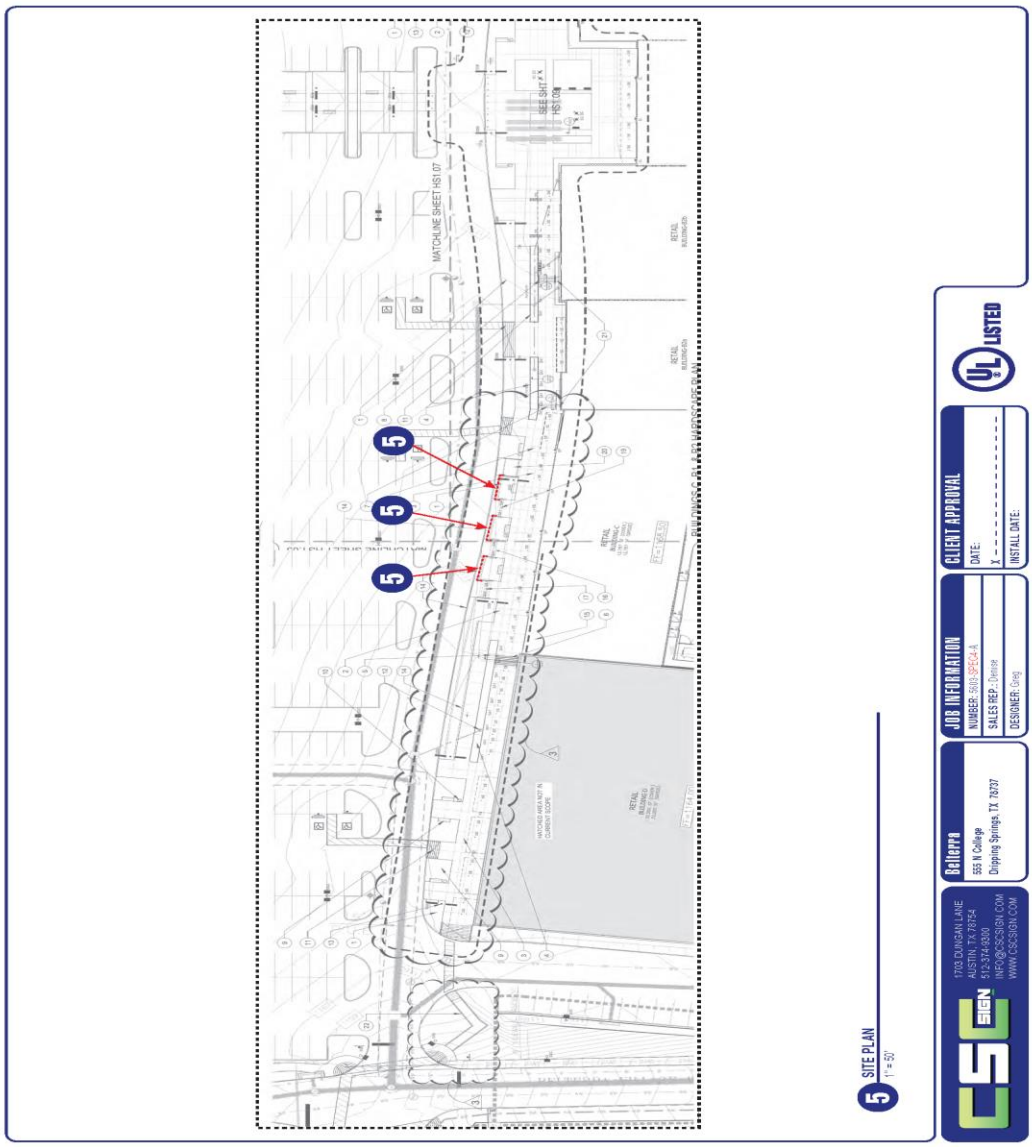
RECTORA
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: SIGN-SPEC14
SALES REP.: DENISE
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X _____
VP Brushed
Alum. #3635P
All works on this document are considered only as a visual representation of the actual sign and are provided as a reference for measurement and color selection. Refer to production art for any visual representation.
Note: For proposed electrical signs, the sign is intended to be installed in accordance with the requirement of article 600 of the national electrical code and/or other applicable local codes. This includes proper grounding and bonding.
CSC SIGN
1700 Dungan Lane
Austin, Tx 78754
512.374.9300
info@cscsign.com
www.cscsign.com
LISTED
74 1/8"
DRIPPING SPRINGS
5 5/8"
FONT: ADOBE GARAMOND
FACE TYPE: .25 ALUM. PAINTED PI
MOUNTING: PIN-MOUNT TO STONE
B
FCO LETTERS
SCALE: 1" = 1' 0"
QTY = 2

SPEC DETAIL
(1) "BV LOGO" DIMENSIONAL LETTERS:
FACE TYPE: ALUM. PAINTED PI:
RETURNS: ALUM. PAINTED PI:
ILLUMINATION: NONE
MOUNTING TYPE: PIN-MOUNT OFFSET 1.5"
FAUX CORTEN
ALL COLORS TO BE APPROVED PROVIDED BY CLIENT PRIOR TO MANUFACTURING
NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENT OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING.
8"
END VIEW
17 5/8"
4'-9 1/8"
3'-1 1/8"
EXACT LOCATION T.B.D.
QTY = 2
15 SQ.FT.
2a REVERSE CHANNEL LETTER (NON-LIT)
SCALE: 1/2" = 1'-0"
CSC SIGN
1703 DUNCAN LANE
AUSTIN, TX 78754
512-374-9800
INFO@CSCSIGN.COM
WWW.CSCSIGN.COM
Belterra
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 9003-SPEC#-A
SALES REP: J.Dimmer
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
UL LISTED

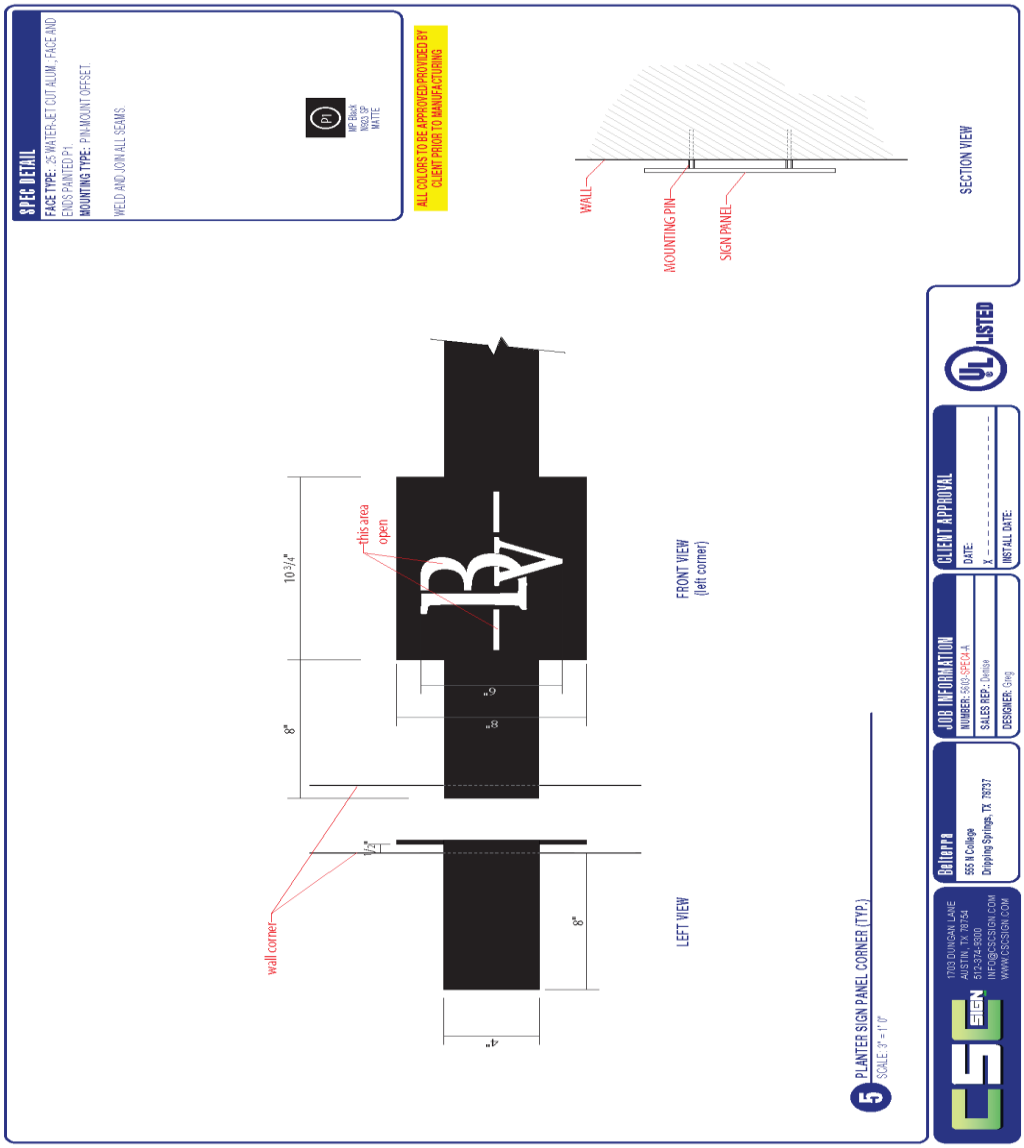

2b
MATCHLINE SHEET HS1.05
BUILDING A HARDSCAPE PLAN
SITE PLAN
1" = 50'
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
JOB INFORMATION
NUMBER: 6808-SPEC4-4
SALES REP: Dianne
DESIGNER: Greg
Galleria
555 N College
Dripping Springs, TX 78737
1705 DUNCAN LANE
AUSTIN, TX 78754
512-374-9300
INFO@CSCSIGN.COM
WWW.CSCSIGN.COM
UL LISTED

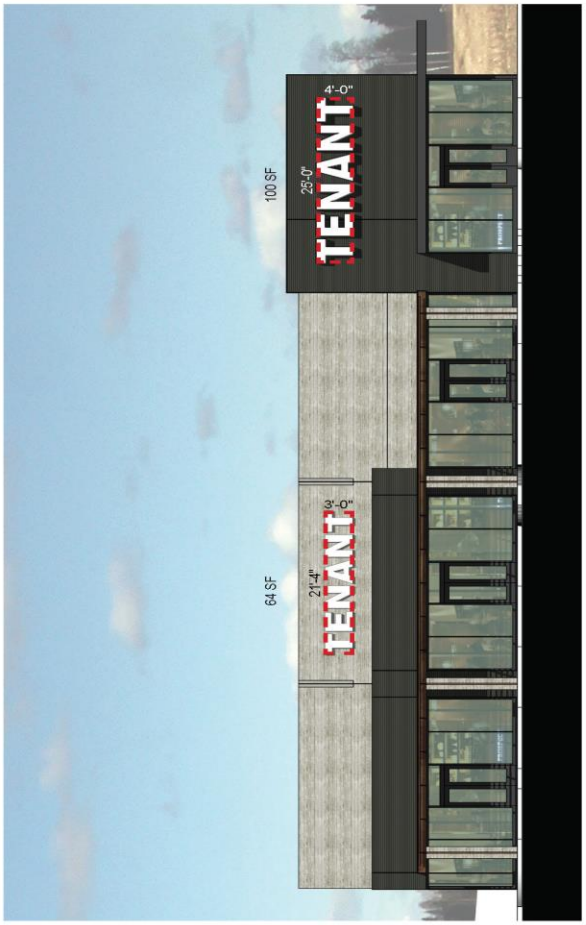

ROUND-A-BOUT LIMESTONE PLANTER/ SIGN
ELEVATION
SECTION 1-1
ELEVATION 2-2
PLAN (N.T.S.)
NOTE:
CONTRACTOR TO PROVIDE OUTDOOR POWER SOURCE SEASONAL LIGHTING.
CSC SIGN
1705 DUNCAN LANE
AUSTIN, TX 78754
512-374-9300
INFO@CSCSIGN.COM
WWW.CSCSIGN.COM
Bellerra
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 5800-SPEC-A1
SALES REP.: Denise
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
LISTED

SPEC DETAIL
(1) "BV LOGO" DIMENSIONAL LETTERS.
FACE TYPE: ALUM. PAINTED P1.
RETURNS: ALUM. PAINTED P1. PAINTE INTERIOR BLACK.
ILLUMINATION: WARM WHITE LED.
MOUNTING TYPE: PIN MOUNT OFFSET 1.5".
P1
FAUX CORTEN
ALL COLORS TO BE APPROVED PROVIDED BY CLIENT PRIOR TO MANUFACTURING
NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENT OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING.
LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN
APPROVED BY THE CITY OF DRIPPING SPRINGS
4'-1 5/8"
15 3/8"
32"
24"
1 1/4"
3"
G.C. TO PROVIDE ELEC. SERVICE ACCESS
END VIEW
NIGHT
2b
REVERSE CHANNEL LETTER
SCALE: 1/2" = 1'-0"
QTY = 1
15 SQ. FT.
CSC SIGN
1703 DUNCAN LANE
AUSTIN, TX 78754
512-374-9100
INFO@CSCSIGN.COM
WWW.CSCSIGN.COM
Belterra
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 6803-SPEC2-A
SALES REP.: Denise
DESIGNER: Greg
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
UL LISTED


5
5
5
MATCHLINE SHEET HS1.07
SEE SHEET HS1.04
RETAIL BUILDING 6A
RETAIL BUILDING 6B
RETAIL BUILDING 6C
BUILDING C, B1, B2, HARDSCAPE, PLAZA
5 SITE PLAN
1" = 50'
CSC SIGN
1703 DUNCAN LANE
AUSTIN, TX 78754
512-374-0300
INFO@CSCSIGN.COM
WWW.CSCSIGN.COM
Bellerra
555 N College
Dripping Springs, TX 78737
JOB INFORMATION
NUMBER: 8008-SPEC24-A
SALES REP: Dominik
DESIGNER: Dong
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
UL LISTED


FIELD SURVEY REQUIRED PRIOR TO FABRICATION.
SIDE VIEW
17'-1"
8'-0 1/8"
13"
hidden seam
hidden seam
8'-0"
FRONT VIEW
SIDE VIEW
QTY = 3
5 ELEVATION - PLANTER SIGN PANEL ASSEMBLY
SCALE: 3/4" = 1'-0"
RENDER SAMPLE
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
JOB INFORMATION
NUMBER:
SALES REP:
DESIGNER:
Bellerra
555 N College
Dripping Springs, TX 78737
1703 DUNGAN LANE
AUSTIN, TX 78754
512.374.9300
INFO@CSSIGN.COM
WWW.CSSIGN.COM
LISTED


SPEC DETAIL
FACE TYPE: .25 WATER-JET CUT ALUM., FACE AND ENDS PAINTED P1
MOUNTING TYPE: PIN-MOUNT OFFSET
WELD AND JOIN ALL SEAMS
P1
MP Black
9003-DP
MATTE
ALL COLORS TO BE APPROVED PROVIDED BY CLIENT PRIOR TO MANUFACTURING
WALL
MOUNTING PIN
SIGN PANEL
SECTION VIEW
this area open
10 3/4"
8"
6"
8"
wall corner
1/4"
8"
4"
FRONT VIEW (left corner)
LEFT VIEW
5 PLANTER SIGN PANEL CORNER (TYP.)
SCALE 3" = 1'0"
LISTED
CLIENT APPROVAL
DATE:
X
INSTALL DATE:
JOB INFORMATION
NUMBER: 8903-SPEC2 A
SALES REP.: Denise
DESIGNER: Greg
Bellagrra
555 N College
Dripping Springs, TX 78737
CSIGN
1709 DUNCAN LANE
AUSTIN, TX 78754
512-371-8500
INFO@CSIGN.COM
WWW.CSIGN.COM



Elevation with sign size

Exhibit #2

Belterra Village
Building Signage Study
DRIPPING SPRINGS, TEXAS | #516034 | AUGUST 19, 2016

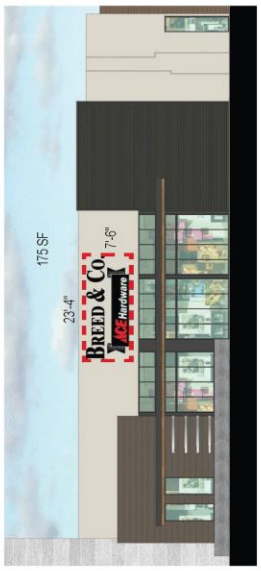
©Nelsen Partners, Inc. 2016

NELSEN PARTNERS ARCHITECTS & PLANNERS

ENDEAVOR

Reverse-Lit Channel Letters w/ Backplate / Front Elevations / Raceway Mounted / Belterra Village, Dripping Springs, Texas









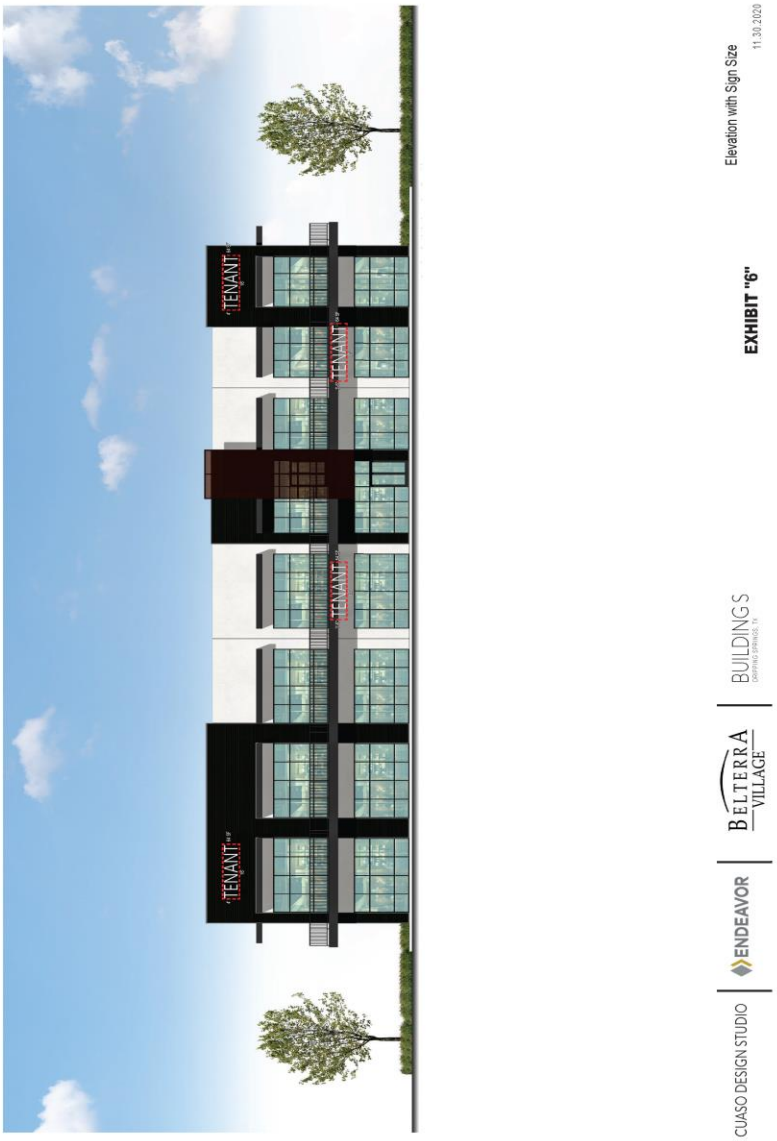
NELSEN PARTNERS ARCHITECTS & PLANNERS | ENDEAVOR

Belterra Village
Building Signage Study
DRIPPING SPRINGS, TEXAS | #316034 | JUNE 28, 2016

Elevations with sign sizes

Exhibit #4

Varies per Tenant
Varies per Tenant
Varies per Tenant
Varies per Tenant
TENANT SIGN
Attachment to the Face of the Canopy
Using 3/8“ Threaded Stainless Bolts
Bolts to be Concealed Inside the Letters
Number of Bolts As Required to Secure the Sign to the Balcony
1/8“ Backer Panel
3/8“ Threaded Bolt
Balcony
Reverse Channel Letter
3/16“ White Acrylic
LEDs
1“ Spacer
Raceway
Access Door
Raceway Access Door
7x7 Raceway
Access Door Provided By Owner
Electrical To Sign To Be Provided By Owner To The Face of The Balcony
Backer Panel Must Not Protrude Above The Top Of The Balcony Face
Minimize the Portion of the Sign Below the Balcony
Backer Panel and Raceway to be Painted Matthews Black Satin Finish
EXHIBIT "5"



APPENDIX D. MASTER SIGN PLAN FOR THE SAWYER RANCH SUBDIVISION

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular name.

This appendix to chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for the Sawyer Ranch Subdivision."

1.2. Purpose.

This appendix provides standards for consistent and compatible signage for the complex as a whole, and signage utilized by individual tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location in the city limits.

1.3. Scope.

1.3.1. This appendix applies to all property at Sawyer Ranch, that being the following lots, collectively known as "the property":

i. Lot 1-B, Tract One of the Sawyer Ranch Subdivision, Hays County, Texas, the address being U.S. 290, Dripping Springs, Texas 78620.

ii. Lot 1-C, Tract One of the Sawyer Ranch Subdivision, Hays County, Texas, the address being U.S. 290, Dripping Springs, Texas 78620.

iii. Lot 1-D, Tract One of the Sawyer Ranch Subdivision, Hays County, Texas, the address being U.S. 290, Dripping Springs, Texas 78620.

iv. Lot 2-A, Tract Two of the Sawyer Ranch Subdivision, Hays County, Texas, the address being Sawyer Ranch Road, Dripping Springs, Texas 78620.

v. Lot 2-B, Tract Two of the Sawyer Ranch Subdivision 33, Hays County, Texas, the address being Sawyer Ranch Road, Dripping Springs, Texas 78620.

1.3.2. This appendix applies to the owner and to each individual tenant occupying the property at Sawyer Ranch. Owner shall provide each tenant with a copy of this appendix. Both the owner and the tenant are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

1.4. Applicability.

1.4.1. The standards set forth in this appendix, along with the illustrations identified as exhibit #1 to Ordinance No. 1251.07, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2. Permit applications for signs proposed to be erected and maintained at the property at Sawyer Ranch shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (Signs), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3. Variance applications for signs proposed to be erected at the property at Sawyer Ranch shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4. If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

1.5. Administration.

1.5.1. Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2. Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1. Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below, but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the code, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2. Specific terminology.

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

Owner: The person who owns property at Sawyer Ranch, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Tenant: A person with a leasehold interest in a designated unit within the property at Sawyer Ranch. Subtenants shall not be treated as separate tenants for purposes of calculating the maximum allowable signage under this appendix.

SECTION 3. PROPERTY SIGNAGE

3.1. General consistency.

3.1.1. Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

3.1.2. Renderings. All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit #1 to Ordinance No. 1251.07.

3.1.3. Logos. Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4. Static. Projecting signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2. Monument signs.

3.2.1. Owner may erect four monument signs at the following locations, the approximate location of such monument signs is shown in exhibit #1 to Ordinance No. 1251.07:

i. Monument Sign 1: On the corner of Lot 1-B, Tract One of the Sawyer Ranch Subdivision and U.S. 290.

ii. Monument Sign 2: On the corner of Lot 1-D, Tract One of the Sawyer Ranch Subdivision and U.S. 290.

iii. Monument Sign 3: On the corner of Lot 1-B, Tract One of the Sawyer Ranch Subdivision and Sawyer Ranch Road.

iv. Monument Sign 4: On the edge of Lot 2-B, Tract Two of the Sawyer Ranch Subdivision and Sawyer Ranch Road.

3.2.2. **Building materials:** Each monument sign shall consist of a base comprised of rock masonry, stucco for the monument, and a capstone comprised of limestone.

3.2.3. **Height:**

i. The maximum height for Monument Signs 1 and 2 shall not exceed eight feet, including a 14-inch stone base comprised of white chopped and down stone.

ii. The maximum height for Monument Signs 3 and 4 shall not exceed six feet, including a 12-inch stone base comprised of white chopped and down stone.

3.2.4. **Width:**

i. The maximum width for Monument Signs 1 and 2 shall not exceed 26 inches.

ii. The maximum width for Monument Signs 3 and 4 shall not exceed 22 inches.

3.2.5. Length:

i. The maximum length for Monument Signs 1 and 2 shall not exceed 156 inches.

ii. The maximum length for Monument Signs 3 and 4 shall not exceed 160 inches.

3.2.6. Each monument sign may have the following number of panels:

i. Monument Signs 1 and 2 may have six panels per side.

ii. Monument Sign 3 may have nine panels per side.

iii. Monument Sign 4 may have 12 panels per side.

iv. Only one panel is allowed per side per tenant.

3.2.7. **Panels:**

i. Monument Signs 1 and 2:

1. Each panel shall be 18 inches in height and 72 inches in length.
2. All tenant panels shall have black VCO.
3. The letters on each panel shall be four inches in height.
4. Tenants on any lots of the property may have a panel on these monument signs.

ii. Monument Sign 3:

1. Each panel shall be 12 inches in height and 50 inches in length.

2. All tenant panels shall have black VCO.
3. The letters on each panel shall be three inches in height.
4. Tenants on any lots of the property may have a panel on this monument sign.

iii. Monument Sign 4:

1. Each panel shall be nine inches in height and 50 inches in length.
2. All tenant panels shall have black VCO.
3. Only tenants on Lot 2-B, Tract Two of the Sawyer Ranch Subdivision, Hays County, Texas, the address being Sawyer Ranch Road, Dripping Springs, Texas 78620 may have a panel on this monument sign.

3.2.8. Signs subject to this section shall not be illuminated.

SECTION 4. TENANT SIGNAGE

4.1. Architectural general consistency.

4.1.1. **Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.1.2. **Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit #1 to Ordinance No. 1251.07.

4.2. Projecting signs.

4.2.1. This section shall only apply to Lot 2-B, Tract Two of the Sawyer Ranch Subdivision, Hays County, Texas, the address being Sawyer Ranch Road, Dripping Springs, Texas 78620 (the "Medical Towers").

4.2.2. Only seven projecting signs are permitted on the Medical Towers Building. The remaining seven signs shall project the names of the main anchor tenants' businesses, signs are subject to change depending on the anchor tenants. Only one projecting sign is permitted per anchor business on the Medical Towers.

4.2.3. **East elevation.**

i. Three projecting signs are permitted on this elevation of the Medical Towers.

ii. Sign One:

1. Lettering constituting such signage shall not exceed two horizontal lines of lettering and shall not exceed 50 inches in height, including a minimum eight-inch space between the two lines.
2. The total length of this sign shall not exceed 13 feet, three inches.
3. Faces and returns shall be black.

iii. Sign Two:

1. Lettering constituting such signage shall not exceed two horizontal lines of lettering and shall not exceed 50 inches in height, including a minimum eight-inch space between the two lines.
2. The total length of this sign shall not exceed 13 feet, three inches.
3. Faces and returns shall be black.

iv. Sign Three:

1. Lettering constituting such signage shall not exceed three horizontal lines of lettering and shall not exceed 33 inches in height.
2. The total length of this sign shall not exceed 16 feet, 11 inches.
3. This sign shall be located in the center of the building.

4.2.4. North elevation.

i. Three projecting signs are permitted on this elevation of the Medical Towers.

ii. Sign One:

1. Lettering constituting such signage shall not exceed three horizontal lines of lettering and shall not exceed 55 inches in height.
2. The total length of this sign shall not exceed 161 inches.
3. Faces and returns shall be black.
4. The location of this sign shall be on the northwest corner of the building.

iii. Sign Two:

1. Lettering constituting such signage shall not exceed two horizontal lines of lettering and shall not exceed 41 inches in height, including a minimum one and four-fifths-inch (1.8-inch) space between the two lines.
2. The total length of this sign shall not exceed 16 feet, 11 inches.
3. Faces and returns shall be black.
4. This sign shall be located on the northeast corner of the building.

iv. Sign Three:

1. Lettering constituting such signage shall not exceed two horizontal lines of lettering and shall not exceed 41 inches in height, including a minimum one and four-fifths inch (1.8 inch) space between the two lines.
2. The total length of this sign shall not exceed 16 feet, 11 inches.
3. Faces and returns shall be black.
4. This sign shall be located on the northeast corner of the building.

4.2.5. West elevation.

i. One projecting signs is permitted on this elevation of the Medical Towers.

ii. Sign One:

1. Lettering constituting such signage shall not exceed two horizontal lines of lettering and shall not to exceed 41 inches in height, including a minimum three-inch space between the two lines.
2. The total length of this sign shall not exceed 16 feet, seven inches.
3. Faces and returns shall be black.
4. This sign shall be located on the northwest corner of the building.

4.2.6. Projecting signs may be illuminated. LED illumination shall be below 3,000 Kelvin. The property owner shall provide electricity for the illumination of each sign.

4.2.7. Projecting signs that are illuminated must be turned off at closing time of the business or 10:00 p.m. at the latest.

4.2.8. Projecting signs may not exceed 64 square feet.

4.2.9. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.2.10. Tenants may change sign characteristics as needed without amendment if the altered sign meets all other requirements under this appendix.

SECTION 5. PROHIBITION

It is an offense for any person to erect, install or place signage at Sawyer Ranch Subdivision in violation of this appendix.

SECTION 6. ENFORCEMENT

6.1. Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

6.2. Criminal prosecution.

Any person violating any provision of this appendix shall, upon conviction, be fined a sum not exceeding $500.00. Each day that a provision of this appendix is violated shall constitute a separate offense. An offense under this appendix is a misdemeanor.

6.3. Civil remedies.

Nothing in this appendix shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix and to seek remedies as allowed by law, including, but not limited to the following:

6.3.1. **Injunctive relief.** Injunctive relief to prevent specific conduct that violates the appendix or to require specific conduct that is necessary for compliance with the chapter.

6.3.2. **Civil penalty.** A civil penalty up to $500.00 a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of the appendix and after receiving notice committed acts in violation of the appendix or failed to take action necessary for compliance with the chapter; and other available relief.

6.3.3. **Stop-work order.** In the event work is not being performed in accordance with this appendix, the city shall issue a stop-work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

(Ordinance 1251.07, adopted 9/12/17)

APPENDIX E. MASTER SIGN PLAN FOR THE FOUNDERS RIDGE SUBDIVISION

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular name.

This appendix to chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for the Founders Ridge Subdivision."

1.2. Purpose.

This appendix provides standards for consistent and compatible signage for the complex as a whole, and signage utilized by individual tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location in the city limits.

1.3. Scope.

1.3.1. This appendix applies to all property at Founders Ridge, that being the following lots, collectively known as "the Property"; 102.479 Acres in the Phillip A. Smith Survey No. 26, Abstract A-415 in Hays County, Texas, Conveyed by Deed of Record in Document No. 2014-14019631 of the Official Public Records of Hays County, Texas.

1.3.2. This appendix applies to the owner and to each individual tenant occupying the property at Founders Ridge. Owner shall provide each tenant with a copy of this appendix. Both the owner and the tenant are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

1.4. Applicability.

1.4.1. The standards set forth in this appendix, along with the illustrations identified as exhibit #1 to Ordinance No. 1251.08, which are included herein for all intents and purposes, shall govern the signage erected on the Property.

1.4.2. Permit applications for signs proposed to be erected and maintained at the property at Founders Ridge shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (Signs), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3. Variance applications for signs proposed to be erected at the Property at Founders Ridge shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4. If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

1.5. Administration.

1.5.1. Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in Chapter 26.

1.5.2. Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1. Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the code, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2. Specific terminology.

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

Owner: The person who owns property at Founders Ridge, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Tenant: A person with a leasehold interest in a designated unit within the property at Founder's Ridge. Subtenants shall not be treated as separate tenants for purposes of calculating the maximum allowable signage under this appendix.

SECTION 3. PROPERTY SIGNAGE

3.1. General consistency.

3.1.1. **Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

3.1.2. **Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit #1 Ordinance No. 1251.08.

3.1.3. **Logos.** Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4. **Static.** Projecting signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2. Model home signs.

3.2.1. Existing model home signs may continue in existence and may be moved within the Founders Ridge Subdivision. The owner shall notify the sign administrator at least seven days before moving a model home sign and shall file a description of the new location with the sign administrator. Existing model home signs shall not be enlarged or illuminated without approval of the sign administrator.

3.3. Selling point signs.

3.3.1. Owner may erect four selling point signs in open space lots eight feet from the right-of-way.

3.3.2. Dimensions: Each sign will be 72 inches in height.

3.4. Trailhead signs.

3.4.1. Owner may erect seven trailhead signs adjacent to any trail so long as the sign is not in the right-of-way.

3.4.2. Dimensions: Each trailhead sign will be two feet two inches square.

3.5. Vertical phase signs.

3.5.1. Owner may erect one vertical phase sign at least eight feet from the right-of-way.

3.5.2. Dimensions: The vertical phase sign will be four feet by eight feet.

3.6. Safety of travel.

Any sign erected, installed, or placed under this section shall not impair the safety of travel of vehicles or pedestrians on roads or sidewalks.

3.7. Sign removal.

Signs erected, installed, or placed under this section shall be removed within 90 days of the sale of all lots on the property.

3.8. Relocation.

Signs erected, installed, or placed under this section may be moved to any location within the Founders Ridge subdivision so long as the sign continues to meet all requirements of this appendix and the city's Code of Ordinances.

SECTION 4. PROHIBITION

It is an offense for any person to erect, install, or place signage at Founders Ridge Subdivision in violation of this appendix.

SECTION 5. ENFORCEMENT

5.1. Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

5.2. Criminal prosecution.

It is an offense to violate any provision of this appendix. Any person violating any provision of this appendix shall, upon conviction, shall be fined a sum not exceeding $500.00. Each day that a provision of this appendix is violated shall constitute a separate offense. An offense under this appendix is a misdemeanor.

5.3. Civil remedies.

Nothing in this appendix shall construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix and to seek remedies as allowed by law, including but not limited to the following:

5.3.1. **Injunctive relief.** Injunctive relief to prevent specific conduct that violates the appendix or to require specific conduct that is necessary for compliance with the chapter.

5.3.2. **Civil penalty.** A civil penalty up to $500.00 a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of the appendix and after receiving notice committed acts in violation of the appendix or failed to take action necessary for compliance with the chapter; and other available relief.

5.3.3. **Stop-work order.** In the event work is not being performed in accordance with this appendix, the city shall issue a stop-work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

(Ordinance 1251.08, adopted 9/12/17)

APPENDIX F. MASTER SIGN PLAN FOR BLUE BLAZES RANCH

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular name.

This appendix to chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for Blue Blazes Ranch."

1.2. Purpose.

This appendix provides standards for consistent and compatible signage for the property as a whole in order to provide a uniform look and feel throughout the complex that is appropriate for the property's location.

1.3. Scope.

1.3.1. This appendix applies to all property at Blue Blazes Ranch, that being the approximately 35.018-acre tract of land described in attachment A-1 to Ordinance No. 2018-15, attached hereto and incorporated herein ("the Property").

1.3.2. This appendix applies to the owner and to each individual tenant occupying the property. Owner shall provide each Tenant with a copy of this appendix. Both the owner and the tenant are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

1.4. Applicability.

1.4.1. The standards set forth in this appendix, along with the illustrations attached hereto as attachment A-2 to Ordinance No. 2018-15, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2. Permit applications for signs proposed to be erected and maintained on the property shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (signs), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3. Variance applications for signs proposed to be erected on the property shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4. If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

1.5. Administration.

1.5.1. Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2. Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1. Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the code, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2. Specific terminology.

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

Owner: The person who owns property at Blue Blazes Ranch, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Project: The Blue Blazes Ranch development, the master planned, mixed-use development as described in the Blue Blazes Ranch Development Agreement and the PD, Planned Development District Zoning Ordinance for the Blue Blazes Ranch.

Tenant: A person with a leasehold interest in a designated unit within the property.

SECTION 3. PROPERTY SIGNAGE

3.1. General consistency.

3.1.1. Architectural. All signs and supporting structures shall be designed in general accordance with the overall architectural theme of the property.

3.1.2. Renderings. All signs and supporting structures shall be designed in general accordance with the drawings attached hereto as attachment A-2 to Ordinance No. 2018-15.

3.2. Alternative standards.

All on-site signs for the property shall comply with the City of Dripping Springs Sign Ordinance (chapter 26), with the following alternative standards:

a. Main monument sign(s).

1) A main monument sign will be located at the project entrance, on Highway 290, with a maximum signage area of 198 square feet and have a maximum height of 16 feet. Each business will be allowed a maximum 11¼ (11.25) square feet of sign area, and an additional 20 square feet of sign area will be reserved for the project name and/or flagship business. Individual business signs will be stacked vertically, and the monument sign will be placed on a base with rock veneer. This sign will be illuminated internally (businesses names) and externally (project name) in conformance with the lighting ordinance.

2) If a second project driveway entrance is permitted on Highway 290 and constructed, a secondary monument sign at that entrance shall be permitted with an overall height of six feet with an internally or externally illuminated face of 64.5 square feet on a one and one-half-foot height stone base.

b. East and west monument signs. In addition to the project's main monument sign(s), the owner may place two 32 square foot project signs with the project's name at the east and west property corners on Highway 290, to be mounted upon the retaining walls with stone appearance to be constructed for the two proposed detention ponds. Since the bottom of said retaining walls are significantly lower than the adjacent elevations of the highway, the maximum height of each such sign will be eight feet, as measured above the average ground level under the sign.

c. Development area monument signs.

1) Additionally, one monument sign shall be permitted at the entrance to each individual development area within the project, (unless such development area is located upon a corner lot,

in which case the business shall be entitled to one monument sign per public right-of-way frontage or private drive located in an access easement, for a maximum total of two signs). Signs shall be illuminated in conformance with the lighting ordinance.

2) The area of each individual development area sign shall not exceed 60 square feet and shall have a maximum height of six feet.

d. Directory signs. The directory signs listed in this subsection shall be the only directory signs permitted on the property along U.S. Highway 290.

1) A main directory sign shall be permitted at the termination of the project entrance roadway, where the intersection forces all traffic to stop. The main directory sign may be placed against the rock fascia of steep slope area and shall give directions to single and multi-tenant tracts located within the project. The main directory sign will have a total maximum area of 64 square feet, with a maximum height of six feet. Directory signs shall be illuminated in conformance with the lighting ordinance.

2) Building/tenant directory signs shall be located at each development tract and shall list the buildings and/or tenants on a four and one-half square foot sign slat per building/tenant.

e. Wall/projecting sign. In addition to the monument signs described above, one wall or projecting sign is permitted per business in a multi-unit development. The area of each wall or projecting sign, including the area of any awning signs which are required to be counted, shall not exceed ten percent of the area of the wall on which it is attached or painted and shall not exceed 75 percent of the storefront width. In no event may a wall or projecting sign exceed 64 square feet in area.

f. Summary table of proposed signs.

Type of Sign	Maximum Area	Maximum Height	Maximum Number	Details
Main Monument Sign	198 sq. ft.	16 ft.	1	Main sign located at the entrance to the project (at the existing driveway), and a secondary sign to be located at the potential second.
Secondary Monument Sign	64.5 sq. ft.	16 ft.	1	Project driveway to the west of the existing project driveway.
Project Identification Sign on Property Corners (on Pond)	32 sq. ft.	6 ft.	2	Located on the east and west property corners, mounted on stone veneer retaining walls for the detention ponds.
Individual Development Area Monument Sign	40 sq. ft.	6 ft.	varies	One placed at the entrance to an individual development

				area, except for development areas located on a corner lot, in which case two signs are permitted (one per lot frontage).
Main Directory Sign	64 sq. ft.	6 ft.	1	Main directory located on a stone base at the rock fascia of the steep slope area.
Building/Tenant Directory	4.5 sq. ft. per building/tenant	6 ft.	varies	One per building with multiple tenants.
Wall or Projecting Sign	64 sq. ft.	—	varies	One wall or projecting sign is allowed on for each business, area of each such sign shall not exceed 10% of wall it's attached to, and width shall not exceed 75% of storefront width, subject to a maximum sign area of 64 sq. ft.

SECTION 4. PROHIBITION

A person commits an offense when a person erects, installs or places signage on the property in violation of this appendix.

SECTION 5. ENFORCEMENT

5.1. Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

5.2. Criminal prosecution.

Any person violating any provision of this appendix shall, upon conviction, be fined a sum not exceeding $500.00. Each day that a provision of this appendix is violated shall constitute a separate offense. An offense under this appendix is a misdemeanor.

5.3. Civil remedies.

Nothing in this appendix shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix and to seek remedies as allowed by law, including, but not limited to the following:

5.3.1. **Injunctive relief.** Injunctive relief to prevent specific conduct that violates the appendix or to require specific conduct that is necessary for compliance with the chapter.

5.3.2. **Civil penalty.** A civil penalty up to $500.00 a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of the appendix and after receiving notice committed acts in violation of the appendix or failed to take action necessary for compliance with the chapter; and other available relief.

5.3.3. **Stop-work order.** In the event work is not being performed in accordance with this appendix, the city may issue a stop-work order and, in such event, all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

(Ordinance 2018-15, adopted 6/12/18)

APPENDIX G. MASTER SIGN PLAN FOR THE HEADWATERS SUBDIVISION

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular name.

This appendix to chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for the Headwaters Subdivision."

1.2. Purpose.

This appendix provides standards for consistent and compatible signage for the subdivision as a whole, and signage utilized by individual tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location in the city limits.

1.3. Scope.

1.3.1. This appendix applies to all property at Headwaters, covered by the Headwaters at Barton Creek Development Agreement entered into on January 11, 2005, and amendments.

1.3.2. This appendix applies to the owner, builder within the subdivision, and to any individual tenant occupying the property at Headwaters. Owner shall provide each tenant or builder with a copy of this appendix. Both the owner, builder, and tenant are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

1.4. Applicability.

1.4.1. The standards set forth in this appendix, along with the illustrations identified as exhibit #1 to Ordinance No. 2018-20, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2. Permit applications for signs proposed to be erected and maintained at the property at Headwaters shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (Signs), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3. Variance applications for signs proposed to be erected at the property at Headwaters shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4. If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

1.5. Administration.

1.5.1. Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2. Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1. Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below, but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the code, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2. Specific terminology.

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

Owner: The person who owns property at Headwaters, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Sign: A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to identify, announce, direct, or inform. The term sign includes banners, pennants, streamers, moving mechanisms, three dimensional objects/representations, logos, and lights.

Tenant: A person with a leasehold interest in a designated unit within the property at Headwaters. Subtenants shall not be treated as separate tenants for purposes of calculating the maximum allowable signage under this appendix.

SECTION 3. PROPERTY SIGNAGE

3.1. General consistency.

3.1.1. **Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

3.1.2. **Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit #1 to Ordinance No. 2018-20.

3.1.3. **Logos.** Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4. **Static.** Projecting signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2. Primary sign.

3.2.1. Owner may erect one primary sign for the property. The primary sign will say "Headwaters" and will be placed at the main entrance of the property.

3.2.2. **Dimensions:** The primary sign will be up to 47 feet six inches across and six feet in height.

3.2.3. **Text dimensions:** "Headwaters" will be up to sixteen feet across and two feet in height.

3.2.4. **Sign decor:** Gabion baskets accenting the primary sign will be 24 inches by 24 inches by 48 inches each. Up to nine of the gabion baskets will stretch 36 feet across a portion of the primary sign.

3.3. Secondary signs.

3.3.1. Owner may erect up to eight secondary signs in pre-approved area of the property consistent with exhibit #1 to Ordinance No. 2018-20>.

3.3.2. **Dimensions:** Secondary signs will be up to 23 feet eight inches across at the top, 23 feet across at the bottom, and four feet eight inches in height.

3.3.3. **Text dimensions:** The text on the secondary sign will be between 12 feet and 16 feet in width.

3.3.4. **Sign Decor:** Gabion baskets accenting the secondary sign will be 24 inches by 24 inches by 48 inches each. Up to seven of the gabion baskets will stretch 28 feet across a portion of the secondary sign.

3.4. Trailhead signs.

3.4.1. Owner may erect up to five trailhead signs adjacent to any trail so long as the sign is not in the right-of-way.

3.4.2. **Dimensions**: Each trailhead sign will be six feet eight inches in height and five feet across.

3.4.3. **Sign decor:** All trailhead signs will be decorated uniformly.

3.4.4. **Trail rules:** All trailhead signs will have a trail map and trail rules sign below the map.

3.5. Marketing signs.

3.5.1. Owner may erect five marketing signs in pre-approved areas of the property.

3.5.2. Dimensions: Each marketing sign will be five feet across, six feet in height and 30 square feet.

3.5.3. Text Dimensions: The text on the marketing signs will be six inches in height.

3.5.4. Sign Décor: All marketing signs will be decorated uniformly.

3.5.5. Marketing signs will be placed on decorative metal fences throughout the property.

3.6. Safety of travel.

Any sign erected, installed, or placed under this section shall not impair the safety of travel of vehicles or pedestrians on roads or sidewalks.

3.7. Sign removal.

Signs erected, installed, or placed under this section shall be removed within 90 days of the sale of all lots on the property.

3.8. Relocation.

Signs erected, installed, or placed under this section may be moved to any location within the Headwaters subdivision so long as the sign continues to meet all requirements of this appendix and the city's Code of Ordinances.

SECTION 4. PROHIBITION

It is an offense for any person to erect, install, or place signage at Headwaters Subdivision in violation of this appendix.

SECTION 5. ENFORCEMENT

5.1. Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

5.2. Criminal prosecution.

It is an offense to violate any provision of this appendix. Any person violating any provision of this appendix shall, upon conviction, shall be fined a sum not exceeding $500.00. Each day that a provision of this appendix is violated shall constitute a separate offense. An offense under this appendix is a misdemeanor.

5.3. Civil remedies.

Nothing in this appendix shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix and to seek remedies as allowed by law, including, but not limited to the following:

5.3.1. **Injunctive relief.** Injunctive relief to prevent specific conduct that violates the appendix or to require specific conduct that is necessary for compliance with the chapter.

5.3.2. **Civil penalty.** A civil penalty up to $500.00 a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of the appendix and after receiving notice committed acts in violation of the appendix or failed to take action necessary for compliance with the chapter; and other available relief.

5.3.3. **Stop-work order.** In the event work is not being performed in accordance with this appendix, the city shall issue a stop-work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

(Ordinance 2018-20, adopted 9/11/18)

APPENDIX H. MASTER SIGN PLAN FOR THE DRIPPING SPRINGS MEDICAL VILLAGE

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular name.

This appendix to Chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for the Dripping Springs Medical Village.

1.2. Purpose.

This appendix provides standards for consistent and compatible signage for the Medical Village as a whole, and signage utilized by individual tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location in the city limits.

1.3. Scope.

1.3.1. This appendix applies to all property at the Dripping Springs Medical Village covered in the site plan attached as attachment A to Ordinance No. 2019-24.

1.3.2. This appendix applies to the owner, builders within the medical village, and to any individual tenant occupying the property at the Dripping Springs Medical Village. Owner shall provide each tenant or builder with a copy of this appendix. Both the owner, builder and tenant are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

1.4. Applicability.

1.4.1. The standards set forth in this appendix, along with the illustrations identified as exhibit #1 to Ordinance No. 2019-24, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2. Permit applications for signs proposed to be erected and maintained at the property at the Dripping Springs Medical Village shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (Signs), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3. Variance applications for signs proposed to be erected at the property at the Medical Village shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4. If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

1.5. Administration.

1.5.1. Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2. Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1. Rules of Interpretation

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the code, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directional. Headings and captions are for reference proposes, only.

2.2. Specific terminology.

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

Owner: The person who owns property at the Dripping Springs Medical Village, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Tenant: A person with a leasehold interest in a designated unit within the property at the Dripping Springs Medical Village. Subtenants shall not be treated as separate tenants for purposes of calculating the maximum allowable signage under this appendix.

Sign: A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to identify, announce, direct, or inform. The term sign includes banners, pennants, streamers, moving mechanisms, three dimensional objects/representations, logos, and lights.

SECTION 3. PROPERTY SIGNAGE

3.1. General consistency.

3.1.1. **Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

3.1.2. **Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit #1 to Ordinance No. 2019-24.

3.1.3. **Logos.** Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4. **Static.** Projecting signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2. Primary sign.

3.2.1. Owner may erect one primary sign for the property. The primary sign will say "Dripping Springs Medical Village" and shall be placed at the main entrance of the property.

3.2.2. **Dimensions:** The primary sign will be up to 11 feet across and 166 inches in height.

3.2.3. **Text dimensions:** "Dripping Springs Medical Village" will be up to 120 inches across and up to seven inches in height.

3.2.4. Wording shall be limited to the tenant corporate logo, and may be limited further in order that the logo/name shall not exceed 90 percent of the width or height of the sign face.

3.2.5. Tenant is allowed two monument graphics, one on each side of the monument. Graphic location on each side to mirror the opposite side logo location (i.e. street end on Side A = street end on Side B).

3.2.6. Tenant is responsible for removal of tenant panels, replacement with blank panels, and all associated with graphic removal at the end of lease.

3.2.7. Drawings to be submitted at the time of sign permit application shall include:

i. Elevations to scale showing letter type style on the monument; and

ii. Full details of construction and dimensions to scale.

3.3. Facade signs.

3.3.1. No signs shall be allowed to be installed on any side of the building. Signage rights are limited to the monument sign and interior building signs only.

3.4. Additional freestanding signs.

3.4.1. No additional freestanding signs allowed to be erected on property. Tenants are limited to graphics on the main monument sign and interior signs only.

3.5. All other signage.

3.5.1. Except as limited by this chapter, all other signage shall be allowed pursuant to the city's sign ordinance, chapter 26 of the City of Dripping Springs Code of Ordinances.

3.6. Outdoor lighting ordinance.

3.6.1. All signs shall comply with the outdoor lighting ordinance, article 24.06 of the City of Dripping Springs Code of Ordinances.

SECTION 4. PROHIBITION

It is an offense for any person to erect, install, or place signage at Dripping Springs Medical Village in violation of this appendix.

SECTION 5. ENFORCEMENT

5.1. Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

5.2. Criminal prosecution.

It is an offense to violate any provision of this appendix. Any person violating any provision of this appendix shall, upon conviction, shall be fined a sum not exceeding $500.00. Each day that a provision of this chapter is violated shall constitute a separate offense. An offense under this chapter is a misdemeanor.

5.3. Civil remedies.

Nothing in this appendix shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix and to seek remedies as allowed by law, including, but not limited to the following:

5.3.1. **Injunctive relief.** Injunctive relief to prevent specific conduct that violates the appendix or to require specific conduct that is necessary for compliance with the chapter.

5.3.2. **Civil penalty.** A civil penalty up to $500.00 a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of the appendix and after receiving notice committed acts in violation of the appendix or failed to take action necessary for compliance with the chapter; and other available relief.

5.3.3. **Stop work order.** In the event work is not being performed in accordance with this appendix, the city shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

(Ordinance 2019-24, adopted 7/9/19)

APPENDIX I. MASTER SIGN PLAN FOR THE BIG SKY RANCH SUBDIVISION

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular name.

This appendix to chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for the Big Sky Ranch Subdivision."

1.2. Purpose.

This appendix provides standards for consistent and compatible signage for the development as a whole, and signage utilized by individual owners, builders, and tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location in the city limits.

1.3. Scope.

1.3.1. This appendix applies to all property at Big Sky Ranch, that being the approximately 200.4-acre tract of land out of the Philip A. Smith League, Survey Number 26, Abstract Number 415, Hays County, Texas, said tract being that called 200 acre tract described to William R. Scott and Bessie E. Scott, Husband and Wife as recorded in Volume 171, page 229 of the deed records of Hays County, Texas (D.R.H.C.T.) attached hereto and incorporated herein ("the Property").

1.3.2. This appendix applies to the owner, any builder within the subdivision, and to any individual tenant occupying the property at Big Sky Ranch. Owner shall provide each tenant or builder with a copy of this appendix. The owner, builder, and any tenants are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

1.4. Applicability.

1.4.1. The standards set forth in this appendix, along with the illustrations identified as exhibit A to Ordinance No. 2019-28, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2. Permit applications for signs proposed to be erected and maintained at the property shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (Signs), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3. Variance applications for signs proposed to be erected at the property shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4. If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

1.5. Administration.

1.5.1. Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2. Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1. Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms and capitalized words that are not defined below but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the code, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2. Specific terminology.

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

Owner: The person who owns property at Big Sky Ranch, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Property: The Big Sky Ranch development.

Tenant: A person with a leasehold interest in a designated unit within the property. Subtenants shall not be treated as separate tenants for purposes of calculating the maximum allowable signage under this appendix.

SECTION 3. PROPERTY SIGNAGE

3.1. General consistency.

3.1.1. **Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

3.1.2. **Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibits A, A-1, A-2, A-3, A-4, and A-5 to Ordinance No. 2019-28.

3.1.3. **Logos.** Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4. **Static.** Signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. Each sign shall remain static and evenly illuminated.

3.2. Primary community entry sign.

3.2.1. This section shall only apply to the corner of Private Open Space Lot 39, Phase One of the Big Sky Ranch Subdivision.

3.2.2. Owner may erect one primary community entry sign at the approximate location shown in exhibit A to Ordinance No. 2019-28.

3.2.3. **Building materials:** The primary community entry sign shall consist of all or a few of the following materials: A base retaining wall comprised of stone, masonry and decorative metal channels with plant material, metal and/or stucco for the monument background panel, and a lettering and/or logos comprised of painted metal and/or acrylic accents.

3.2.4. **Dimensions:** The maximum height for the primary community entry sign shall not exceed seven and one-half feet from final finish grade of the proposed berms, per the landscape improvement plans. The maximum length of the background sign face shall not exceed 46½ feet, as shown in exhibit A-1 to Ordinance No. 2019-28.

3.2.5. **Text dimension**: The "Big Sky Ranch" text will be up to 21 feet across and two feet in height. Total sign area allowed will be a maximum of 42 square feet, as shown in exhibit A-1 to Ordinance No. 2019-28.

3.2.6. Signs subject to this section may be illuminated, subject to chapter 24, article 24.06 (Lighting).

3.2.7. A landscape area totaling not less than 1,000 square feet directly around base of sign shall be provided.

3.3. Secondary community entry sign.

3.3.1. Owner may erect one secondary community entry sign at the approximate location shown in exhibit A to Ordinance No. 2019-28.

3.3.2. **Building materials:** The secondary community entry sign shall include all or a combination of the following materials: A base wall comprised of rock masonry and decorative metal with painted metal and/or stucco for the monument background panel, and a lettering and/or logos comprised of painted metal and/or acrylic accents.

3.3.3. **Dimensions:** The maximum height for the secondary community entry sign shall not exceed six feet from final finish grade, per the landscape improvement plans. The maximum length for secondary community entry sign shall not exceed 30 feet, as shown in exhibit A-2 to Ordinance No. 2019-28.

3.3.4. **Text dimension:** "Big Sky Ranch" will be up to 20 feet across and one and one-half feet in height. Total sign area allowed will be 32 square feet, as shown in exhibit A-2 to Ordinance No. 2019-28.

3.3.5. Signs subject to this section may be illuminated, subject to chapter 24, article 24.06 (Lighting).

3.3.6. Sign shall include at least 24 square feet of landscaping as required by section 26.02.001 of the city sign code.

3.3.7. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way. Such alternate sign locations shall be submitted to the city for review and may be administratively approved by the sign administrator.

3.4. Neighborhood sign.

3.4.1. This section shall only apply to entrances into individual neighborhoods within the property.

3.4.2. Owner may erect up to eight neighborhood signs at the approximate locations shown in exhibit A to Ordinance No. 2019-28.

3.4.3. **Building materials:** The neighborhood signs shall include all or a combination of the following materials: A base wall comprised of rock masonry and decorative metal with painted metal and/or stucco for the monument background panel, and a lettering and/or logos comprised of painted metal and acrylic accents.

3.4.4. **Dimensions:** The maximum height for the neighborhood signs shall not exceed five feet from final finish grade, per the landscape improvement plans. The maximum length for the neighborhood signs shall not exceed eight feet, as shown in exhibit A-2 to Ordinance No. 2019-28.

3.4.5. **Text dimension:** Neighborhood name and text will be up to six feet across and three [feet] in height. A separate logo will be allowed for the Owner/Big Sky Ranch Logo and Artwork. Total sign area including logo allowed will be 18 square feet, as shown in exhibit A-2 to Ordinance No. 2019-28.

3.4.6. Signs subject to this section may be illuminated, subject to Chapter 24, article 24.06 (Lighting).

3.4.7. Each sign shall include at least 24 square feet of landscaping as required by section 26.02.001 of the city sign code.

3.4.8. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way. Such alternate sign locations shall be submitted to the city for review and may be administratively approved by the sign administrator.

3.5. Column monuments.

3.5.1. Owner may erect two column monuments, the approximate locations are shown in exhibit A to Ordinance No. 2019-28:

i. Column Monument Sign 1 is located on the southwest corner of P.D.D. Lot 23, Phase One of the Big Sky Ranch Subdivision.

ii. Column Monument Sign 2 is located on the western block adjacent to Hunter Peak of P.D.D., Lot 23, Phase One of the Big Sky Ranch Subdivision.

iii. Because of the proximity of the proposed drainage basin, these two columns are permitted to be located within five feet from the respective adjacent right-of-way.

3.5.2. **Building materials:** The column monument signs shall include all or a combination of the following materials: A base comprised of rock masonry and, metal and/or stucco for the monument background panel, and a lettering and/or logos comprised of painted metal and/or acrylic.

3.5.3. **Dimensions:** The corner monument sign will be up to six feet wide and nine feet in height, as shown on exhibit A-3 to Ordinance No. 2019-28.

3.5.4. **Text dimensions:** The text and/or logo on the sign will be a maximum of three feet by three feet in height and width. Total sign area allowed is 18 square feet, allowing a second sign of the same size on another side of the monument.

3.5.5. Signs subject to this section may be illuminated, subject to chapter 24, article 24.06 (Lighting).

3.6. Amenity center sign.

3.6.1. This section shall only apply to the amenity center site in Big Sky Ranch.

3.6.2. One amenity center sign is permitted on this site.

3.6.3. **Building materials:** The amenity center sign shall include all or a combination the following materials: A base comprised of rock masonry and, metal and/or stucco for the monument background panel, and a lettering and/or logos comprised of painted metal and/or acrylic accents.

3.6.4. **Dimensions:** The maximum height for the amenity center sign shall not exceed five feet from final finish grade, per the landscape improvement plans. The maximum length for the amenity center signs shall not exceed eight feet, as shown in exhibit A-4 to Ordinance No. 2019-28.

3.6.5. **Text dimensions:** Amenity center name and text will be up to six feet across and three feet in height. A separate logo will be allowed for the Owner/Big Sky Ranch logo and artwork. Total sign area including logo allowed will be 18 square feet, as shown in exhibit A-4 to Ordinance No. 2019-28.

3.6.6. Signs subject to this section may be illuminated, subject to Chapter 24, article 24.06 (Lighting).

3.6.7. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way. Such alternate sign locations shall be submitted to the city for review and may be administratively approved by the sign administrator.

3.7. Trailhead signs.

3.7.1. This section shall only apply to trailhead signs within Big Sky Ranch in Dripping Springs, Texas.

3.7.2. Up to seven trailhead signs are permitted on these sites.

3.7.3. **Building materials:** The trailhead signs shall include all or a combination of the following materials: A metal frame and a metal panel with a vinyl or acrylic trail map and metal or vinyl lettering and/or logos.

3.7.4. **Dimensions:** Trailhead signs will be no more than three feet eight inches wide and six feet eight inches in height.

3.7.5. **Text dimensions:** The text on the sign will be no more than two feet nine inches wide and four feet eight inches in height. Total sign area allowed for these signs is 13 square feet, as shown on exhibit A-4 to Ordinance No. 2019-28.

3.7.6. Signs subject to this section shall not be illuminated.

3.7.7. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way. Such alternate sign locations shall be submitted to the city for review and may be administratively approved by the sign administrator.

3.8. Lifestyle signs.

3.8.1. This section shall only apply to lifestyle signs within Big Sky Ranch in Dripping Springs, Texas.

3.8.2. Up to six lifestyle signs are permitted on the site.

3.8.3. **Building materials:** The lifestyle signs shall include all or a combination of the following materials: A metal frame and a metal panel with a vinyl or acrylic trail map and metal or vinyl lettering and/or logos.

3.8.4. **Dimensions:** Lifestyle signs will be no more than three feet eight inches wide and six feet eight inches in height.

3.8.5. **Text dimensions:** The text on the sign will be no more than two feet nine inches in width and four feet eight inches in height. Total sign area allowed is 13 square feet, as shown on exhibit A-4 to Ordinance No. 2019-28.

3.8.6. Signs subject to this section shall not be illuminated.

3.8.7. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way.

3.8.8. Signs subject to this section are temporary in nature and shall be removed when project is complete.

3.9. Sales center sign.

3.9.1. This section shall only apply to the model home sales center lot(s) in Big Sky Ranch.

3.9.2. One temporary sales center sign is permitted on each of these sites.

3.9.3. **Building materials:** The sales center signs shall include all or a combination the following materials: A base comprised of rock masonry, stained/painted wood and, Flatbed, E-Panel, MDO plywood, polymer, metal and/or stucco for the monument background panel, and a lettering and/or logos comprised of direct print graphics with gloss lamination.

3.9.4. **Dimensions:** The maximum height for the sales center sign shall not exceed 46 inches from final finish grade, per the landscape improvement plans. The maximum width for the sales center signs shall not exceed four feet eight inches as shown in exhibit A-4 to Ordinance No. 2019-28.

3.9.5. **Text dimensions:** Sales center name and text will be no more than four feet in width and three feet in height. Total sign area allowed will be no more than 12 square feet as shown in exhibit A-4 to Ordinance No. 2019-28.

3.9.6. Signs subject to this section may be illuminated, subject to chapter 24, article 24.06 (Lighting).

3.9.7. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way. Such alternate sign locations shall be submitted to the city for review and may be administratively approved by the sign administrator.

3.9.8. Signs subject to this section are temporary in nature and shall be removed when model park is closed to the public.

3.10. Flag poles.

3.10.1. Up to six owner flag poles shall be allowed within the property.

3.10.2. Flags poles and flags subject to this section shall comply with section 24.06.010 and section 26.02.001 of the Dripping Springs Code of Ordinances.

3.10.3. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way. Such alternate sign locations shall be submitted to the city for review and may be administratively approved by the sign administrator.

3.11. Marketing signs.

3.11.1. This section shall only apply to owner's marketing signs within the property.

3.11.2. Up to nine marketing signs are permitted within the property.

3.11.3. Up to two off-site marketing signs are permitted, per the approved planned development district document.

3.11.4. **Building materials:** The marketing signs shall include all or a combination of the following materials: Wood posts and framing, flatbed, direct print graphics onto a MDO with gloss lamination.

3.11.5. **Dimensions:** Marketing signs will be up to four feet eight inches wide and eight feet in height.

3.11.6. **Text dimensions:** The text on the marketing signs will be no more than three feet eight inches in width and seven feet six inches in height. Total sign area allowed for marketing signs is 28 square feet, as shown on exhibit A-5 to Ordinance No. 2019-28.

3.11.7. Signs subject to this section shall not be illuminated.

3.11.8. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way.

3.11.9. Signs subject to this section are temporary in nature and shall be removed when project is complete, and all homes sold.

3.12. Amenity coming soon sign.

3.12.1. This section shall only apply to the Amenity Lot in Big Sky Ranch.

3.12.2. One temporary Amenity Coming Soon Sign is permitted on this site.

3.12.3. **Building materials:** The Amenity Coming Soon Sign shall include all or a combination the following materials: Flatbed direct print graphics onto E-Panel, with gloss lamination.

3.12.4. **Dimensions:** The maximum height for the Amenity Coming Soon Sign shall not exceed eight feet from final finish grade. The maximum width of this sign shall not exceed eight feet as shown in exhibit A-5 to Ordinance No. 2019-28.

3.12.5. **Text dimensions:** Total sign area will be no more than 64 square feet, as shown in exhibit A-5 to Ordinance No. 2019-28.

3.12.6. Signs subject to this section may be illuminated, subject to chapter 24, article 24.06 (Lighting).

3.12.7. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way.

3.12.8. Signs subject to this section are temporary in nature and shall be removed once construction on the amenity center has ended and is open to the residents.

3.13. Model I.D. signs.

3.13.1. This section shall only apply to the model home lots in Big Sky Ranch.

3.13.2. No more than five temporary model I.D. signs are permitted on the property at any one time.

3.13.3. **Building materials:** The model I.D. signs may include all or a combination the following materials: Wood posts, flatbed direct print graphics onto MDO.

3.13.4. **Dimensions:** The maximum height for the model I.D. signs shall not exceed 28 inches from final finish grade. The maximum width for the sign shall not exceed two feet, as shown in exhibit A-5 to Ordinance No. 2019-28.

3.13.5. **Text dimensions:** Sign text will be up to one foot four inches in width and one foot four inches in height. The total sign area allowed will be one foot six inches square feet, as shown in exhibit A-5 to Ordinance No. 2019-28.

3.13.6. Signs subject to this section may be illuminated, subject to chapter 24, article 24.06 (Lighting).

3.13.7. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way.

3.13.8. Signs subject to this section are temporary in nature and shall be removed when model park is closed to the public.

3.14. Directional signs.

3.14.1. This section shall only apply to directional signs within the property.

3.14.2. No more than two directional signs are permitted on the property.

3.14.3. **Building materials**: The directional signs shall include all or a combination of the following materials: A metal frame and a metal panel with a vinyl or acrylic trail map and metal or vinyl lettering and/or logos.

3.14.4. **Dimensions:** Directional signs will be no more than three feet eight inches in width and six feet eight inches in height.

3.14.5. **Text dimensions:** The text on the sign will be no more than two feet nine inches in width and four feet eight inches in height. Total sign area allowed is 13 square feet, as shown on exhibit A-5 to Ordinance No. 2019-28.

3.14.6. Signs subject to this section shall not be illuminated.

3.14.7. Signs subject to this section may be placed in alternate locations compared to exhibit A to Ordinance No. 2019-28, so long as said signs are not less than eight feet from the right-of-way. Such alternate sign locations shall be submitted to the city for review and may be administratively approved by the sign administrator.

3.14.8. Signs subject to this section are temporary in nature and shall be removed when project is complete, and all homes sold.

SECTION 4. PROHIBITION

It is an offense for any person to erect, install or place signage at Big Sky Ranch Subdivision in violation of this appendix.

SECTION 5. ENFORCEMENT

5.1. Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

5.2. Criminal prosecution.

It is an offense for a person to install, maintain, repair, alter, or relocate a sign within this property, except in accordance with the provisions of this appendix or the city's currently adopted sign code. It is an offense for a person in the property to have any sign located on the person's property in violation of this chapter. A violation of this section is an offense under section 26.05.002 of the city's Code of Ordinances.

5.3. Civil remedies.

Nothing in this appendix shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix and to seek remedies as allowed by law, including, but not limited to the following.

5.4. Injunctive relief.

Injunctive relief to prevent specific conduct that violates the appendix or to require specific conduct that is necessary for compliance with the chapter.

5.5. Civil penalty.

The city may seek remedies as allowed by law, including, but not limited to the following:

(1) A civil penalty up to $1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief; and

(2) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

5.6. Stop-work order.

In the event work is not being performed in accordance with this appendix, the city shall issue a stop-work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

(Ordinance 2019-28, adopted 9/10/19)

APPENDIX J. MASTER SIGN PLAN FOR TRAILHEAD MARKET

SECTION 1. ENACTMENT PROVISIONS

1.1 Popular name.

This appendix to chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for Trailhead Market."

(Ord. No. 2024-12, § 2, 3-5-2024)

1.2 Purpose.

This appendix provides standards for consistent and compatible signage for the complex as a whole to provide a uniform look and feel throughout the complex that is appropriate for the complex's location.

(Ord. No. 2024-12, § 2, 3-5-2024)

1.3 Scope.

1.3.1 This appendix applies to all property at Trailhead Market, that being the following lots, collectively known as "the property":

i. Lots 1 and 16 Dripping Springs Heights

1.3.2 This appendix applies to the owner and to each individual tenant occupying the property at Trailhead Market. Owner shall provide each tenant with a copy of this appendix. Both the owner and the tenant are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

(Ord. No. 2024-12, § 2, 3-5-2024)

1.4. Applicability.

1.4.1 The standards set forth in this appendix, along with the illustrations identified as exhibit 1 to Ord. No. 2024-12, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2 Permit applications for signs proposed to be erected and maintained at the Trailhead Market shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (signs), chapter 24, article 24.06 (lighting), and the Code of Ordinances (generally).

1.4.3 Variance applications for signs proposed to be erected at the Trailhead Market shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (lighting), and the Code of Ordinances (generally).

1.4.4 If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

(Ord. No. 2024-12, § 2, 3-5-2024)

1.5 Administration.

1.5.1 Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2 Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

(Ord. No. 2024-12, § 2, 3-5-2024)

SECTION 2. DEFINITIONS

2.1 Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the Code, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

(Ord. No. 2024-12, § 2, 3-5-2024)

2.2 Specific terminology.

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

Owner: the person who owns the property at Trailhead Market, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Project identification sign: The signs depicted as sign type 1 and sign type 2 on exhibit 1 to Ord. No. 2024-12. These signs are distinctive signs that already exist on the property and shall advertise the overall property and the tenants adjacent to these signs.

Sign type 1 pole sign (project identification sign 1): Sign depicted on pages 4 and 5 of the master sign plan attached as exhibit 1 to Ord. No. 2024-12 and is a refurbishment of an existing pole sign.

Sign type 2 pole sign (project identification sign 2): Sign depicted on pages 6 and 7 of the master sign plan attached as exhibit 1 to Ord. No. 2024-12 and is a refurbishment of an existing pole sign.

Sign type 3 large roof sign: A sign, other than a wall sign, depicted on pages 8 and 9 of the master sign plan attached as exhibit 1 to Ord. No. 2024-12, which physically attaches to the roof but does not break the plane of the roofline of the building.

Sign type 4A wall sign: A wall sign for the tenant of the freestanding building at the corner of U.S. Hwy 290 and Retha Drive and depicted on pages 10 and 11 of the Master Sign Plan attached as exhibit 1 to Ord. No. 2024-12.

Sign type 4B wall sign: A wall sign for the tenant of the freestanding building facing Bonnie Drive, depicted on pages 12 and 13 of the master sign plan attached as exhibit 1 to Ord. No. 2024-12.

Sign type 5 large roof sign: A sign, other than a wall sign, depicted on pages 14 and 15 of the master sign plan attached as exhibit 1 to Ord. No. 2024-12, which physically attaches to the roof but does not break the plane of the roofline of the building.

Tenant: A person with a leasehold interest in a designated unit within the property at Trailhead Market.

Window signs: Signs that are painted on, etched in, or visible through a window or transparent door of a building that are oriented in a manner establishing an intent to be viewed off-premises or from public roads. This term excludes signs displayed inside of buildings primarily for patrons on the premises.

(Ord. No. 2024-12, § 2, 3-5-2024)

SECTION 3. PROPERTY SIGNAGE

3.1 General consistency.

3.1.1 Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property and subject to review of the owner.

3.1.2 Renderings. All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit 1.

3.1.3 Logos. Graphic symbols, or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4 Static. Signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

(Ord. No. 2024-12, § 2, 3-5-2024)

3.2 Project identification signs.

3.2.1 Owner has two existing project identification signs on the 2.851 acre property; these signs are being refurbished. For full descriptions and renderings refer to the Trailhead Market Master Sign Plan attached as exhibit 1 to Ord. No. 2024-12.

3.2.2 Building materials: The project identification signs shall be constructed of predominately metal, pre-weathered steel, concrete, and metal mesh and other materials consistent with the architectural design of the center.

Each sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and painted aluminum for the panels of the sign.

3.2.3 Height:

i. The maximum height for the project identification signs shall not exceed 490 inches for sign type 1 and 281 inches for sign type 2.

3.2.4 Width:

i. The maximum width for the project identification signs shall not exceed 111 inches at the base and 135 inches at the top of sign type 1; and 86 inches at the base and 76 inches at the top for sign type 2.

3.2.5 Length:

i. The maximum width for the large roof sign shall not exceed 120 inches at the base and at the top; the maximum width for the small roof sign shall not exceed 70 inches at the base and at the top.

3.2.6 The project identification sign type 1 shall not have more than five panels, one (double-sided) of which shall display the name "TRAILHEAD;" project identification sign type 2 shall not have more than four panels, one (double-sided) of which shall display the name "TRAILHEAD."

3.2.7 Signs subject to this section shall only be illuminated to display tenant names and the name TRAILHEAD.

(Ord. No. 2024-12, § 2, 3-5-2024)

SECTION 4. TENANT SIGNAGE

4.1 Architectural general consistency.

4.1.1 Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

(Ord. No. 2024-12, § 2, 3-5-2024)

4.2 Wall signs.

4.2.1 Owner may erect two wall signs at the following locations, the approximate location of such projecting signs is shown in exhibit 1 to Ord. No. 2024-12:

i. Sign 1 (sign type 4A): One wall sign up to 33.25 square feet centered on the wall of the freestanding building at the corner of U.S. Hwy 290 and Retha Dr. Sign shall be attached to the current wall as shown in exhibit 1 to Ord. No. 2024-12.

ii. Sign 2 (sign type 4B): One wall sign up to 63.4 square feet centered on the wall of the freestanding building facing Bonnie Dr. Sign shall be attached to the current wall as shown in exhibit 1 to Ord. No. 2024-12.

4.2.2 Signs subject to this section shall only be illuminated as stated above.

i. Wall signs subject to this section shall only be illuminated to display tenant name illumination shall be 3000 kelvins or below as described in the Trailhead Market Master Sign Plan attached as exhibit 1 to Ord. No. 2024-12.

(Ord. No. 2024-12, § 2, 3-5-2024)

4.3 Roof signs.

4.3.1 This section applies to Trailhead Market, Hays County, Texas, the address being 1111 U.S. Hwy 290, Dripping Springs, Texas 78620.

4.3.2 There are two sizes of roof signs as shown and described in the Trailhead Market Master Sign Plan attached as exhibit 1 to Ord. No. 2024-12:

i. Large roof sign (sign type 3): 36 inches H × 120 inches W; painted aluminum with removable acrylic face; tenant name is CAD-cut black vinyl applied to the first surface of the acrylic face.

ii. Small roof sign (sign type 5): 36 inches H × 52.25 inches W; painted aluminum with removable acrylic face; tenant name is CAD-cut black vinyl applied to the first surface of the acrylic face.

4.3.3 Roof signs may be illuminated. LED illumination shall be 3000 Kelvin or below.

4.3.4 Roof signs that are illuminated must be turned off at the later of closing time of the business or 10:00 p.m.

4.3.5 All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.3.6 Lettering, logos, and names on tenant signs may be changed without amendment to this appendix or application for variance so long as all other requirements of this appendix are met, including but not limited to size, height, lighting, and color.

(Ord. No. 2024-12, § 2, 3-5-2024)

4.4 Window signs.

4.4.1 The section shall apply to all lots of the Trailhead Market, Hays County, Texas, the address being 1111 U.S. Hwy 290, Dripping Springs, Texas 78620.

4.4.2 A unit in the multiunit Trailhead Market, may have a total signable area of window signs that shall not exceed 24 square feet for each tenant. A unit in the multiunit Trailhead Market where the unit is at an

intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed 48 square feet for each tenant.

4.4.3 The total signable area of the window signs does not count towards the cumulative total signable area allowed.

(Ord. No. 2024-12, § 2, 3-5-2024)

SECTION 5. PROHIBITION

A person commits an offense when a person erects, installs, or places signage at Trailhead Market in violation of this appendix.

(Ord. No. 2024-12, § 2, 3-5-2024)

SECTION 6. ENFORCEMENT

6.1 Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

(Ord. No. 2024-12, § 2, 3-5-2024)

6.2 Offense.

(a) A person who violates, causes, allows or permits a violation a section of this appendix or chapter 26 of the Code of Ordinances designated as an offense commits a misdemeanor punishable by a fine not exceeding $500.00.

(b) Each violation of this appendix or chapter 26 designated as an offense constitutes a separate offense.

(c) No culpable mental state is required to prove an offense under this appendix or chapter 26 if the offense involves:

(1) Placement of a sign in the right-of-way;

(2) Placement of a sign in another person's property without the person's permission;

(3) Placement of a sign that encumbers access to a person's property or encumbers use of a street, sidewalk, trail, path, or driveway.

(Ord. No. 2024-12, § 2, 3-5-2024)

6.3 Civil remedies.

Nothing in this appendix or chapter 26 shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix or chapter 26 and to seek remedies as allowed by law, including, but not limited to the following:

(1) Injunctive relief to prevent specific conduct that violates this appendix or chapter 26 or to require specific conduct that is necessary for compliance with this appendix or chapter 26, including removal of signs that violate this appendix or chapter 26 at the expense of the responsible party;

(2) A civil penalty up to $1,000.00 a day when it is shown that the defendant was notified of the provisions of this appendix or chapter 26 and after receiving notice committed acts in violation of this appendix or chapter 26 or failed to take action necessary for compliance with this appendix or chapter 26; and other available relief; and

(3) An impoundment fee may be charged to recover a sign that-has been impounded based on the current city fee schedule.

(4) In the event work is not being performed in accordance with this appendix or chapter 26, the city shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

(Ord. No. 2024-12, § 2, 3-5-2024)

APPENDIX K. MASTER SIGN PLAN FOR THE CANNON RANCH SUBDIVISION

SECTION 1. ENACTMENT PROVISIONS

1.1 Popular name.

This appendix to chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for the Cannon Ranch Subdivision."

(Ord. No. 2024-13, § 2, 3-5-2024)

1.2 Purpose.

This appendix provides standards for consistent and compatible signage for the complex as a whole, and signage utilized by individual tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location in the city limits.

(Ord. No. 2024-13, § 2, 3-5-2024)

1.3 Scope.

1.3.1 This appendix applies to all property at CANNON RANCH, that being a 96.83 acre tract of land out of the Philip A. Smith survey number 26, Abstract Number 415, and the C.H. Malott Survey, Abstract Number 693, Hays County, Texas, said tract being out of that called 209.697 acre tract conveyed in a deed to Cannon Family, LTD, as recorded in Volume 1619, page 313 of the Official Public Records of Hays County, Texas [O.P.R.H.C.T], also being out of a called 58.000 acre tract described in a deed to Oryx Cannon 58 LLC., recorded in document number 20023358 [O.P.R.H.C.T]

1.3.2 This appendix applies to the owner, builder within the subdivision, and to any individual tenant occupying the property at Cannon Ranch. Owner shall provide each tenant or builder with a copy of this appendix. The owner, builder, and any tenants are responsible parties under chapter 26 for purposes of enforcement of this appendix and chapter 26.

(Ord. No. 2024-13, § 2, 3-5-2024)

1.4 Applicability.

1.4.1 The standards set forth in this appendix, along with the illustrations identified as exhibit D, which are included herein for all intents and purposes, shall govern the signage erected on the property.

1.4.2 Permit applications for signs proposed to be erected and maintained at the property at Cannon Ranch shall be evaluated for compliance with the standards set forth in this appendix, chapter 26 (Signs), chapter 24, article 24.06 (lighting), and the Code of Ordinances (generally).

1.4.3 Variance applications for signs proposed to be erected at the property at Cannon Ranch shall be evaluated in accordance with the standards set forth in this appendix, chapter 26 (generally), chapter 24, article 24.06 (lighting), and the Code of Ordinances (generally).

1.4.4 If the standards in this appendix conflict with specific provisions of chapter 26, this appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this appendix.

(Ord. No. 2024-13, § 2, 3-5-2024)

1.5 Administration.

1.5.1 Sign permit applications under this appendix are subject to the general rules and procedures for sign permits set forth in chapter 26.

1.5.2 Sign permit applications must include the written consent of the owner stating that the owner has reviewed the specifications of the proposed sign and supports the permit application.

(Ord. No. 2024-13, § 2, 3-5-2024)

SECTION 2. DEFINITIONS

2.1 Rules of interpretation.

Words and phrases used in this appendix shall have the meanings set forth in this section. Terms that are not defined below but are defined in chapter 26 of the Code of Ordinances, or elsewhere in the Code, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

(Ord. No. 2024-13, § 2, 3-5-2024)

2.2 Specific terminology.

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

Owner: The person who owns property at Cannon Ranch, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this appendix,

the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: A human individual, agency, association, business, corporation, partnership or sole proprietorship.

Tenant: A person with a leasehold interest in a designated unit within the property at Cannon Ranch. Subtenants shall not be treated as separate tenants for purposes of calculating the maximum allowable signage under this appendix.

(Ord. No. 2024-13, § 2, 3-5-2024)

SECTION 3. PROPERTY SIGNAGE

3.1 General consistency.

3.1.1 Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

3.1.2 Renderings. All signs and supporting structures shall be designed in accordance with the drawings included herein as exhibit D.

3.1.3 Logos. Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4 Static. Signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2 Temporary sign.

3.2.1 Owner may erect up to 11 temporary signs at the approximate location shown in exhibit D to Ord. No. 2024-13. These include the following:

i. Marketing signs;

ii. Model coming soon sign;

iii. Model I.D. sign;

iv. Model monument sign.

3.2.2 Up to 11 temporary sign locations are permitted, as shown on exhibit D to Ord. No. 2024-13. The locations will correspond to the phasing of construction and will be removed once the phase associated with their construction is complete and all phase lots are sold. Marketing signs (identified as A-1, A-2, A-7, and A-11) shall be removed prior to the completion of the associated phase if a permanent secondary sign is provided in the same area.

3.2.3 Building materials: The temporary signs shall include all or a combination of the following materials: A base comprised of rock masonry, stained/painted wood posts and framing, and flatbed, E-panel, MDO (Medium Density Overlay) plywood, polymer, metal for the monument background panel, and a lettering and/or logos comprised of direct print graphics with gloss lamination.

3.2.4 Dimensions: Temporary sign sizes shall be as follows:

i. Marketing signs shall not exceed four feet six inches wide and six feet in height.

ii. Model coming soon signs shall not exceed four feet wide and six feet in height.

iii. Model I.D. signs shall not exceed 40 inches height and two feet in width.

iv. Model monument sign shall not exceed five feet in height and seven feet two inches in width.

3.2.5 Text dimensions: The sign area on the temporary signs shall be as follows:

i. Marketing sign area shall not exceed 27 square feet, as shown on exhibit D-1 to Ord. No. 2024-13.

ii. Model coming soon sign area shall not exceed four feet wide and six feet in height. Total sign area allowed is 24 square feet, as shown on as shown on exhibit D-2 to Ord. No. 2024-13.

iii. Model I.D. sign area shall not exceed three square feet, as shown on exhibit D-1 to Ord. No. 2024-13.

iv. Model monument sign area shall not exceed 19 square feet, as shown on exhibit D-2 to Ord. No. 2024-13.

3.2.6 Signs subject to this section shall not be illuminated.

3.2.7 A construction/marketing temporary sign permitted under this temporary sign subsection must be removed when the final phase of subdivision construction is complete. Model coming soon signs shall be removed upon completion of the model monument sign. Model monument signs and model ID signs shall be removed before the builder can request the final certificate of occupancy for the buyer.

(Ord. No. 2024-13, § 2, 3-5-2024)

3.3 Primary community entry sign.

3.3.1 Owner may erect one primary community entry sign at the approximate location shown in exhibit D to Ord. No. 2024-13.

3.3.2 Building materials: The primary community entry sign shall consist of all or a few of the following materials: A base retaining wall comprised of stone masonry, painted metal for the sign cabinet, and painted metal lettering and/or logos comprised of painted metal/acrylic accents. The accent tower shall be comprised of stone and/or masonry with painted metal accents embedded into the veneer. Painted metal beams for the decorative top.

3.3.3 Dimensions: The maximum height for the primary community entry sign cabinet shall not exceed eight feet and the maximum height of the accent tower shall not exceed 15 feet, both heights measured from final finish grade per the landscape improvement plans. The maximum overall length of the sign shall not exceed 36 feet, as shown in exhibit D-2 to Ord. No. 2024-13.

3.3.4 Text dimension: The "CANNON RANCH" text will be up 32 square feet, as shown in exhibit D-2.

3.3.5 Signs subject to this section may be illuminated, subject to chapter 24, article 24.06 (lighting).

(Ord. No. 2024-13, § 2, 3-5-2024)

3.4 Secondary community entry sign.

3.4.1 Owner may erect two secondary community entry sign at the approximate location shown in exhibit D to Ord. No. 2024-13. These include the following:

i. Neighborhood entry;

ii. Secondary community entry;

3.4.2 Building materials: The secondary community entry signs shall include all or a combination of the following materials: A base wall and column comprised of stone masonry and decorative metal with painted metal for the sign cabinet and accent boxes, and lettering and/or logos comprised of painted metal and acrylic accents.

3.4.3 Dimensions: The maximum size for the secondary community entry signs shall be as follows:

i. Neighborhood entry shall not exceed six feet from final finish grade, per the landscape improvement plans. The maximum length for the neighborhood signs shall not exceed 13 feet as shown in exhibit D-3 to Ord. No. 2024-13.

ii. Community entry shall not exceed eight feet six inches from final finish grade, per the landscape improvement plans. The maximum length for secondary community entry sign shall not exceed 26 feet and four inches, as shown in exhibit D-3 to Ord. No. 2024-13.

3.4.4 Text dimension: "CANNON RANCH" will be as follows:

i. Neighborhood entry shall not exceed 32 square feet, as shown in exhibit D-3 to Ord. No. 2024-13.

ii. Community entry shall not exceed 32 square feet, as shown in exhibit D-3 to Ord. No. 2024-13.

3.4.5 Signs subject to this section may be illuminated, subject to chapter 24, article 24.06 (lighting).

(Ord. No. 2024-13, § 2, 3-5-2024)

3.5 Directional signs.

3.5.1 Owner may erect up to seven directional signs at the approximate location shown in exhibit D to Ord. No. 2024-13. These include the following:

i. Vehicular signs;

ii. Trailhead signs.

3.5.2 Building materials: The directional signs shall include all or a combination of the following materials: A metal frame and a metal panel with a vinyl or acrylic trail/roadway map and/or metal or vinyl lettering and/or logos.

3.5.3 Dimensions: Directional signs sizes will be as follows:

i. Vehicular signs shall not exceed three feet eight inches wide and six feet in height.

ii. Trailhead signs shall not exceed three feet eight inches wide and six feet in height.

3.5.4 Text dimensions: The text on the sign will be as follows:

i. Vehicular signs shall not exceed two feet nine inches wide and four feet eight inches in height. Total sign area allowed is 13 square feet, as shown on exhibit D-3 to Ord. No. 2024-13.

ii. Trailhead signs shall not exceed two feet nine inches wide and four feet eight inches in height. Total sign area allowed is 13 square feet, as shown on exhibit D-4 to Ord. No. 2024-13.

3.5.5 Sign subject to this directional sign subsection shall not be illuminated.

(Ord. No. 2024-13, § 2, 3-5-2024)

3.6 Off-premise signs.

3.6.1 Owner may erect up to two off-premise signs at the approximate location shown in exhibit D to Ord. No. 2024-13, with a written agreement from the property owner and any co-tenant who shares the sign, if any. These include the following locations.

i. Founders Park replacement monument at Ranch Road 12;

ii. Lone Peak Way at Hwy 290.

3.6.2 Building materials: The off-premise signs shall include all or a combination of the following materials:

i. Founders Park replacement monument: Materials and structure shall be modeled from current and approved city parks and community services signs.

ii. Lone Peak Way at Highway 290 shall include all or a combination of the following materials: Wood posts and framing, flatbed, direct print graphics onto a MDO with gloss lamination.

3.6.3 Dimensions: Off-premise sign sizes shall be as follows:

i. Founders Park replacement monument: The structure size shall be modeled from current and approved parks and community services signs.

ii. Lone Peak Way at Hwy 290 sign will be up to four feet six inches wide and six feet in height.

3.6.4 Text dimensions: The text on the signs will be as follows:

i. Founders Park replacement monument: The text size shall be modeled from current and approved parks and community services signs.

ii. Lone Peak Way at Highway 290: The text on the off-premise sign will be up to three feet six inches wide and five feet in height. Total sign area allowed is 27 square feet, as shown on exhibit D-4 to Ord. No. 2024-13.

3.6.5 Signs subject to this off-premise sign section shall not be illuminated.

3.6.6 The builder's logo on the Founders Park replacement monument and the Lone Peak Way at Hwy 290 shall be removed after five years from date of this ordinance. The date for removal may be extended by the building official for two-year terms if the houses within the subdivision are still being built and the sales office is still open, which extension shall not be unreasonably withheld. The extension shall not extend past one year of the last issued building permit following the provision of wastewater to all lots.

(Ord. No. 2024-13, § 2, 3-5-2024; Ord. No. 2024-18, § 2, 4-2-2024)

SECTION 4. PROHIBITION

It is an offense for any person to erect, install or place signage at CANNON RANCH Subdivision in violation of this appendix.

(Ord. No. 2024-13, § 2, 3-5-2024)

SECTION 5. ENFORCEMENT

5.1 Civil and criminal penalties.

The city shall have the power to administer and enforce the provisions of this appendix as may be required by governing law. Any person violating any provision of this appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this appendix is hereby declared to be a nuisance.

(Ord. No. 2024-13, § 2, 3-5-2024)

5.2 Offense.

(a) A person who violates, causes, allows or permits a violation a section of this appendix or chapter 26 of the Code of Ordinances designated as an offense commits a misdemeanor punishable by a fine not exceeding $500.00.

(b) Each violation of this appendix or chapter 26 designated as an offense constitutes a separate offense.

(c) No culpable mental state is required to prove an offense under this appendix or chapter 26 if the offense involves:

(1) Placement of a sign in the right-of-way;

(2) Placement of a sign in another person's property without the person's permission;

(3) Placement of a sign that encumbers access to a person's property or encumbers use of a street, sidewalk, trail, path, or driveway.

(Ord. No. 2024-13, § 2, 3-5-2024)

5.3 Civil remedies.

Nothing in this appendix or chapter 26 shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this appendix or chapter 26 and to seek remedies as allowed by law, including, but not limited to the following:

(1) Injunctive relief to prevent specific conduct that violates this appendix or chapter 26 or to require specific conduct that is necessary for compliance with this appendix or chapter 26, including removal of signs that violate this appendix or chapter 26 at the expense of the responsible party;

(2) A civil penalty up to $1,000.00 a day when it is shown that the defendant was notified of the provisions of this appendix or chapter 26 and after receiving notice committed acts in violation of this appendix or chapter 26 or failed to take action necessary for compliance with this appendix or chapter 26; and other available relief; and

(3) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

(4) In the event work is not being performed in accordance with this appendix or chapter 26, the city shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

(Ord. No. 2024-13, § 2, 3-5-2024)

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Gray Lahrman, Utilities Director

Council Meeting Date: September 15, 2026

Agenda Item Wording: Discussion and possible action regarding approval of Task Authorization No. 1 with Burgess & Niple, Inc. for engineering services related to the TPDES Major Permit Amendment for the South Regional Wastewater System/Water Reclamation Facility, TCEQ Permit No. WQ0014488003, in an amount not to exceed $200,000.00.

Agenda Item Sponsor: Mayor Bill Foulds. Jr.

Summary/Background: The City proposes to authorize Burgess & Niple, Inc. to perform engineering services for a major amendment to the City's TPDES wastewater permit for the South Regional Wastewater System / Water Reclamation Facility, TCEQ Permit No. WQ0014488003. Task Authorization No. 1 is issued under the Engineering Services Agreement effective August 18, 2026.

The project is intended to support an increase in the permitted wastewater-treatment capacity at the Water Reclamation Facility. The consultant's work will include project management and coordination; preparation of the TCEQ administrative and technical major-amendment application; and preparation of the supporting engineering report, including preliminary facility-sizing calculations, growth projections, mapping, and other application-support materials within the authorized scope.

The Task Authorization limits the authorized services to work through submission of the completed application and responses necessary to obtain a TCEQ administrative-completeness determination. Technical-review responses, draft-permit review and comments, public-notice or publication support, contested-case proceedings, protests, SOAH proceedings, litigation, expert-witness services, variances, deficiency responses, stream modeling, and Edwards Aquifer/Contributing Zone permitting are not authorized unless City Council or the City approves a written amendment or an additional task authorization, as applicable.

The consultant will be compensated on an hourly basis at the rates included in Exhibit A. The aggregate amount for authorized services, including authorized reimbursable expenses, may not exceed **$200,000.00** without a written amendment or additional task authorization approved by the City. The authorization identifies a $25,000 budget for management and planning and a $175,000 budget for the permit-application work. Reimbursable expenses are treated as additional services, are actual

cost plus 10%, and are not included in the project budget; any such expenditures remain subject to the stated not-to-exceed cap and the Master Agreement.

The consultant's proposal anticipates approximately 12 months to obtain an acceptable draft permit from TCEQ, assuming the application is not contested. The schedule remains dependent on information and work by the City's other consultants and on TCEQ review periods. No schedule adjustment authorizes additional compensation or services without prior written City approval.

Commission Recommendations:

N/A

Recommended Council Actions:

Staff recommends approval of Task Authorization No. 1 with Burgess & Niple, Inc. for engineering services related to the TPDES Major Permit Amendment for the South Regional Wastewater System / Water Reclamation Facility, TCEQ Permit No. WQ0014488003, in an amount not to exceed $200,000.00, and authorization for the City Administrator to execute the Task Authorization.

Attachments:

Task Authorization No. 1 (TPDES Major Permit Amendment WQ0014488003) — Burgess & Niple, Inc.

TASK AUTHORIZATION NO. 1
TPDES MAJOR PERMIT AMENDMENT WQ0014488003

This **Task Authorization No. 1** (the **"Task Authorization"**) is issued under that certain Engineering Services Agreement effective August 18, 2026 (the **"Master Agreement"**), by and between the **City of Dripping Springs**, a Texas general law municipality (the **"City"**), and **Burgess & Niple, Inc.**, (the **"Consultant"**).

The Master Agreement is incorporated into and made part of this Task Authorization. Capitalized terms not defined in this Task Authorization have the meanings assigned in the Master Agreement.

1. Project

The Project is the City's TPDES Major Permit Amendment for its South Regional Wastewater System / Water Reclamation Facility, TCEQ TPDES Permit No. **WQ0014488003**, including the proposed increase in permitted wastewater-treatment capacity and associated permit-amendment work authorized by this Task Authorization.

2. Authorization to Proceed

Subject to the terms of the Master Agreement and this Task Authorization, the City authorizes Consultant to perform only the Services expressly identified in this Task Authorization. Consultant shall not begin additional services, incur additional costs, or invoice the City beyond this authorization unless the City approves a written amendment or additional task authorization.

3. Order of Precedence

The Master Agreement controls this Task Authorization. If a conflict, inconsistency, ambiguity, or additional term exists among the Master Agreement, this Task Authorization, Exhibit A, or any Consultant transmittal, invoice, assumption, qualification, standard term, or other document, the Master Agreement controls, followed by this Task Authorization, and then Exhibit A solely to the extent expressly incorporated below.

4. Scope of Services and Deliverables

Exhibit A, entitled Consultant's Proposal dated August 27, 2026, for City of Dripping Springs Engineering Services Agreement—South Regional Wastewater System, TCEQ Major Permit Amendment No. 1, is attached solely as a description of the approved project scope, technical assumptions, staffing, schedule, rates, and budget. The Services authorized by this Task Authorization consist of:

1. project management, planning, coordination, data collection, quality assurance/quality control, project schedule updates, status reports, and monthly invoices;

2. preparation of the TCEQ administrative and technical major-amendment application for Permit No. WQ0014488003;

3. preparation of the supporting engineering report, including preliminary water-reclamation-facility sizing calculations, growth projections, mapping, and other application-support materials within Consultant's assigned scope;

4. coordination with the City and City-retained or separately authorized consultants, including use of supporting information supplied by such consultants; and

5. the deliverables and milestones listed in Exhibit A, but only to the extent consistent with the authorized scope and compensation stated in this Task Authorization.

5. Included Services; Excluded Services

The authorized Services include Consultant's work through submission of the completed amendment application to TCEQ and work reasonably necessary to respond to TCEQ administrative-review comments and obtain a determination that the application is administratively complete. Technical-review responses, draft-permit review and comments, public-notice or publication support, contested-case, protest, SOAH, litigation, expert-witness, variance, deficiency, stream-modeling, Edwards Aquifer/Contributing Zone permitting, and other services described in Exhibit A as additional, excluded, contingent, or performed by others are **not** authorized under this Task Authorization unless the City approves them in a written amendment or additional task authorization.

6. Schedule and Milestones

Consultant shall promptly prepare and maintain a project schedule consistent with the milestones in Exhibit A and the City's direction. Consultant shall promptly notify the City in writing of any material schedule risk, missing information, agency comments, regulatory issues, or actions required from the City. The parties acknowledge that agency review periods and work assigned to others may affect the Project schedule; however, no schedule adjustment increases compensation or authorizes additional Services without prior written City approval.

7. Key Personnel; Subconsultants

Consultant's Project Manager is **Robert P. Callegari, P.E.** Consultant shall not materially change key personnel or use a subconsultant for this Project without the City's prior written approval as required by the Master Agreement. No subconsultant costs are authorized by this Task Authorization unless specifically approved in a written amendment or additional task authorization.

8. Compensation

Consultant shall be compensated on an hourly basis using the billing rates set forth in Exhibit A, subject to the Master Agreement's compensation, invoice, payment, and audit provisions. The aggregate compensation for all authorized Services under this Task Authorization, including authorized reimbursable expenses, shall not exceed **Two Hundred Thousand and No/100 Dollars ($200,000.00)** without a written amendment or additional task authorization approved by the City.

9. Reimbursable Expenses

Reimbursable expenses, including permit fees, agency fees, public-notice or publication costs, mileage, travel, delivery, outside-vendor costs, or subconsultant costs, are authorized under this Task Authorization. Any reimbursable expense must comply with the Master Agreement and be actual, reasonable, necessary, and documented. Such costs incurred by Consultant will be considered Additional Services and will be actual cost plus 10% and are not included in the Project Budget.

10. Invoices

Consultant shall submit invoices in the form and with the detail required by the Master Agreement. Each invoice must identify this Task Authorization, describe Services performed during the invoice period, identify personnel, hours, rates, deliverables completed, approved budget, prior billings, current charges, and remaining balance, and include supporting documentation for any approved reimbursable expense. The City may reject or dispute invoices as provided in the Master Agreement.

11. City Representative

The City's representative for day-to-day administration of this Task Authorization is the City Administrator or the City's designee in writing. Only a City representative authorized under the Master Agreement, City policy, or applicable law may approve changes to scope, schedule, compensation, reimbursables, subconsultants, or other material terms.

12. Funding and Special Conditions

This Task Authorization is subject to the City's budgeting, appropriation, and funding requirements under the Master Agreement. Consultant shall comply with all applicable TCEQ, TWDB, and other funding-source requirements to the extent applicable to the authorized Services.

13. Exhibit A

Exhibit A is incorporated only for the limited purpose stated in Section 4.

14. No Amendment of Master Agreement

This Task Authorization authorizes a discrete Project and does not amend, supersede, waive, or otherwise modify the Master Agreement except as expressly stated in a written amendment approved in the manner required by the Master Agreement and applicable law.

IN WITNESS WHEREOF, the parties have executed this Task Authorization through their authorized representatives.

CITY OF DRIPPING SPRINGS **BURGESS & NIPLE, INC.**

EXHIBIT A
CONSULTANT'S PROPOSAL/SCOPE, SCHEDULE, RATES, AND BUDGET

September 1, 2026

Mayor Bill Foulds, Jr.
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Re: City of Dripping Springs
Engineering Services Agreement
South Regional Wastewater System
TCEQ Major Permit Amendment No. 1
Permit Number WQ0144880003

Dear Mayor Foulds:

Burgess & Niple (ENGINEER) proposes to render engineering services to the City of Dripping Springs (CLIENT) in connection with the further development of the City of Dripping Springs South Regional Wastewater Facilities in Hays County, Texas. All Services shall be performed by ENGINEER in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to ENGINEER. Work will include assisting the CLIENT in preparing a major permit amendment application to the City of Dripping Springs' existing Municipal Wastewater Permit (WQ0014488003) for submittal to the TCEQ (PROJECT). The amendment application will increase wastewater treatment capacity at the existing new to be constructed Water Reclamation Facility (WRF). The CLIENT is expected to furnish ENGINEER with full information as to the requirements for the PROJECT, and also to make available all pertinent existing data. ENGINEER shall be able to rely upon the accuracy of all information provided by the CLIENT.

The following assumptions and general understanding pertain to the provision of the Services and form the basis of this Agreement/Proposal:

A. The TCEQ Wastewater Permit to be amended is TCEQ TPDES Permit Number WQ0014488003 issued to the City of Dripping Springs.

B. CLIENT will be responsible for providing as much information as possible on the existing WWTP treatment and disposal facilities required for the permit amendment application such as, operating data, effluent and sludge sampling (if any), sludge disposal contract(s), etc.

C. A new discharge location into Onion Creek may be evaluated.

D. The ENGINEER will at all times have access to the Work wherever it is in

preparation or progress.

E. All fees and public notice costs will be paid by CLEINT or will be considered reimbursable costs and are not included in the Project Budget.

F. PROJECT is not located in the Edwards Aquifer Recharge Zone, but is within the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer. However work required for developing a Contributing Zone Permit for submittal to the TCEQ is not included in this Scope of Work or Project Budget.

G. ENGINEER and CLIENT will work together to resolve any responses to deficiencies or variance requests with the TCEQ or any other reviewing authority. However, none are anticipated and are not included in this Scope of Work or Project Budget.

H. It is assumed that the existing WRF permitted effluent parameters will remain at 5 mg/L BOD_5, 5 mg/L TSS, 1.7 mg/L NH_3, 0.15 mg/L TP, and 6 mg/L TN.

I. The major amendment will increase the WRF treatment from 822,500,000 GPD to approximately 3,000,000 GPD in multiple phases, final capacity and the capacity of each phase to be determined during permit application preparation.

J. It is assumed that some provisions of previous settlement agreements for the original existing permit may apply to the permit amendment.

K. ENGINEER will work closely with CLIENT's other consultants engaged to assist in developing and processing this Permit Amendment.

L. Stream modeling will be performed by other consultant(s) and are not included in this Scope of Work or Project Budget.

Our engineering services and the Scope of Work will consist of the following:

Activity 1 – Management and Planning

Project management consists of general project administration, supervision, and management. It also includes the quality assurance/control of all engineering and fieldwork, data management and security, data collection activities, engineering analysis, and deliverable preparation. B&N will prepare and submit for approval, monthly invoices and will be responsible for providing management, supervision, and coordination of all engineering and field tasks, and project deliverables.

ENGINEER will provide project schedules, updates, status reports, and invoices as requested by CLIENT. Attendance at other public or private meetings involving Project engineering matters, as requested by CLIENT. In addition to these outlined tasks, the ENGINEER will also respond to special requests made by CLIENT throughout the project.

Activity 2 – TCEQ Permit Application

ENGINEER will complete the TCEQ Administrative and Technical Major Amendment Application and develop an Engineering Report to support increased permit capacity and permit phasing. The report will include preliminary WRF sizing calculations, growth projections, maps, other items required for application preparation, and other supporting information to be provided by CLIENT's other consultants.

The application will include the necessary information required to make the application complete and acceptable for administrative review by the TCEQ. The estimated cost of professional services identified for this PROJECT is based on the standard and customary TCEQ approval processes. Work required to assist the CLIENT in protracted disputes or negotiations with governmental authorities or other interested parties, or as an expert witness in any litigations with third parties arising from the development of the PROJECT, will be considered Additional Services.

The Scope of Work, as set forth previously, shall be considered performed at such time as the application is declared administratively complete by the TCEQ. Any work required to address issues raised by the general public or any other party that may comment on the application during technical review after it is administratively complete will be considered Additional Services.

SCHEDULE

B&N acknowledges the importance to the CLIENT of the Project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Contract in a manner consistent with the CLIENT's proposed Project schedule. The CLIENT understands, however, that the performance must be governed by sound professional practices. The estimated duration of this Contract is 12 months to get an acceptable draft permit from the TCEQ, assuming that the application is not contested. Below is the estimated schedule. However the schedule is also dictated by CLIENT's other consultants and TCEQ application review times. ENGINEER will start work on the Project immediately after execution of this Task Order.

Days	Milestone	Key Deliverable
5	Project Kickoff	Scope, service areas, schedule, data requests
45	Field Investigations	Site Surveys and Evaluations
60	Stream Modeling (By Others)	Draft/Preliminary Modeling Results
30	Discuss Modeling Results and Options	Internal Comments
30	Additional Stream Modeling (By Others)	Final Stream Modeling Report with Recommendations
45	Complete Amendment Application	Completed Amendment Application
5	Submit Application to TCEQ	Copy of Application Received
30	TCEQ Administrative Review	TCEQ Comment and Response Letters
30	TCEQ Technical Review	TCEQ Comment and Response Letters
15	Draft Permit by TCEQ	Drat Permit
15	Review Draft Permit	Internal Comments
15	Comment on Draft Permit	Comment Letter to TCEQ
5	Accept Draft Permit	Letter to TCEQ
45	Publish NAPD Notice	Proof of Publication
TBD	Continue to process Application through Protests and SOAH Hearing	Miscellaneous Documents as request by TCEQ and Open records Request

COMPENSATION FOR SERVICES

ENGINEER will perform the work on a reimbursable time and expenses basis at the hourly rates included in Attachment A, plus expenses. Expenses will include direct expenses incurred by ENGINEER plus 10%. Billing for professional services will be based upon the actual amount of time required to complete the work. Upon mutual agreement of CLIENT and ENGINEER, rates included on Attachment A may be amended annually.

Invoices will be submitted monthly and payment is due within 30 days of CLIENT's receipt of the invoice. If payment is not received by the 45th day after the invoice date, then ENGINEER may suspend services under the Agreement until all invoice amounts due are paid in full. The PROJECT schedule shall be extended the total amount of time after ENGINEER suspends services to the time payments are received.

ENGINEERING BUDGET

Activity 1 Amount of This Contract	**$ 25,000**
Activity 2 Amount of This Contract	**$ 175,000**
Total Amount of This Contract	**$ 200,000**

PROPOSAL VALIDITY

This proposal is valid provided we receive your authorization to proceed with 60 days from the date of this proposal.

ATTACHMENT A

2026 BILLING RATES FOR PROFESSIONAL SERVICES

Principal	$310.00/hour
Project Engineer III (More than 15 years of experience)	$285.00/hour
Project Engineer II (10-15 years of experience)	$245.00/hour
Project Engineer I (4-10 years of experience)	$215.00/hour
Assistant Engineer II (2-4 years of experience)	$195.00/hour
Assistant Engineer I (Less than 2 years of experience)	$175.00/hour
Senior Engineering Technician	$200.00/hour
Engineering Technician/Planner I	$145.00/hour
Field Construction Representative II	$200.00/hour
Field Construction Representative I	$145.00/hour
Administrative Assistant	$110.00/hour
B&N/personnel vehicle mileage	IRS Rate

Other Direct Costs and Subconsultants will include a 10% markup

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Gray Lahrman, Utilities Director

Council Meeting Date: September 15, 2026

Agenda Item Wording: Discussion and possible action regarding approval of a Consulting Services Agreement with Burgess and Niple, Inc. for the Community Impact Fee Program and Capital Improvements Plan Update in an amount not to exceed $98,900.00.

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: The City is proceeding with an update to its Community Impact Fee (CIF) Program and Capital Improvements Plan (CIP). Task Authorization No. 2 would authorize Burgess & Niple, Inc. to provide consulting services for the update under the Engineering Services Agreement effective August 18, 2026.

The authorized work includes assisting City staff with reconstitution of the Community Impact Fee Advisory Committee and project kickoff; assessing current development conditions; updating land-use assumptions, wastewater service-area mapping, and projected wastewater demand; developing an updated capital improvements plan; preparing impact-fee calculations; supporting Advisory Committee communications and meetings; supporting required notices and public hearings; and attending the City Council meetings identified for adoption of the land-use assumptions, CIP, and Community Impact Fee.

The CIP update will address wastewater and reclaimed-water facilities and related system improvements identified in the consultant's proposal, including treatment capacity, reclaimed-water facilities, interceptors, lift stations, force mains, and other capital projects. The consultant will use the updated CIP to prepare Community Impact Fee calculations, including applicable non-construction and financing costs associated with the identified TWDB CWSRF loan commitments.

The City retains authority over Advisory Committee appointments, policy choices, land-use assumptions, the CIP, impact-fee methodology and amounts, notices, hearing materials, ordinances, and City Council actions. Burgess & Niple's role is to provide the professional analysis, calculations, draft materials, and other support authorized by Task Authorization No. 2.

The Task Authorization has an aggregate not-to-exceed amount of **$98,900.00** for all authorized services, including authorized reimbursable expenses. The consultant will perform the work on an hourly basis at the billing rates included in Exhibit A. Additional or out-of-scope services require a written amendment or additional task authorization approved by the City before the consultant performs that work or incurs associated costs.

The consultant's proposed schedule anticipates approximately ten months for the update and implementation process. The schedule includes development and Advisory Committee review of the land-use assumptions and CIP, public notice and hearing support, preparation and review of impact-fee calculations, adoption consideration, and implementation support.

Commission Recommendations:

Recommended Council Actions: Staff recommends approval of Task Authorization No. 2 with Burgess & Niple, Inc. for the Community Impact Fee Program and Capital Improvements Plan Update in an amount not to exceed $98,900.00 and authorization for the City Administrator to execute the Task Authorization.

Attachments: Task Authorization No. 2 — Community Impact Fee Program and Capital Improvements Plan Update (Burgess & Niple, Inc.)

TASK AUTHORIZATION NO. 2
COMMUNITY IMPACT FEE PROGRAM AND CAPITAL IMPROVEMENTS PLAN UPDATE

This **Task Authorization No. 2** (the **"Task Authorization"**) is issued under that certain Engineering Services Agreement effective August 18, 2026 (the **"Master Agreement"**), by and between the **City of Dripping Springs**, a Texas general law municipality (the **"City"**), and **Burgess & Niple, Inc.**, (the **"Consultant"**).

The Master Agreement is incorporated into and made part of this Task Authorization. Capitalized terms not defined in this Task Authorization have the meanings assigned in the Master Agreement.

1. Project

The Project is the City's **Community Impact Fee Program and Capital Improvements Plan Update**, including the wastewater-system capital improvements, land-use assumptions, capital improvements plan, impact-fee calculations, advisory-committee support, and adoption support authorized by this Task Authorization.

2. Authorization to Proceed

Subject to the Master Agreement and this Task Authorization, the City authorizes Consultant to perform only the Services expressly identified here. Consultant shall not begin additional services, incur additional costs, or invoice the City beyond this authorization unless the City approves a written amendment or additional task authorization.

3. Order of Precedence

The Master Agreement controls this Task Authorization. If a conflict, inconsistency, ambiguity, or additional term exists among the Master Agreement, this Task Authorization, Exhibit A, or any Consultant transmittal, invoice, assumption, qualification, standard term, or other document, the Master Agreement controls, followed by this Task Authorization, and then Exhibit A solely to the extent expressly incorporated below.

4. Scope of Services and Deliverables

Exhibit A, entitled Consultant's Proposal dated September 3, 2026, for the City of Dripping Springs Community Impact Fee Program and Capital Improvements Plan Update, is attached solely as a description of the approved project scope, technical assumptions, staffing, schedule, rates, and budget. The Services authorized by this Task Authorization consist of:

1. supporting City staff in reconstituting the Community Impact Fee Advisory Committee and conducting a project kickoff;

2. assessing existing development conditions and updating land-use assumptions, including wastewater service-area mapping and projected wastewater demand;

3. developing an updated capital improvements plan, including the wastewater and reclaimed-water facilities, interceptors, lift stations, force mains, capacity expansions, and other capital projects specifically identified in Exhibit A, together with appropriate cost and utilization information;

4. preparing impact-fee calculations based on the updated capital improvements plan, including the identified TWDB CWSRF loan commitments and applicable non-construction and financing costs;

5. supporting advisory-committee meetings, reports and communications; supporting required notices and public hearings; and attending the City Council meetings identified in Exhibit A for adoption of the land-use assumptions, capital improvements plan, and Community Impact Fee; and

6. preparing the deliverables and performing the milestones listed in Exhibit A, but only to the extent consistent with the authorized scope and compensation stated in this Task Authorization.

5. Scope Controls; City Decisions

Consultant shall provide professional analysis, calculations, recommendations, draft materials, and support within the authorized Services. The City retains sole authority over Advisory Committee appointments, policy choices, land-use assumptions, capital-improvement-plan content, fee methodology and amounts, notices, hearing materials, ordinances, and actions submitted to or taken by the City Council. Consultant shall not commit the City to a fee, capital project, funding obligation, ordinance, schedule, or legal position without appropriate City authorization.

6. Schedule and Milestones

Consultant shall perform the Services diligently in accordance with the indicative ten-month schedule and milestones in Exhibit A, as adjusted by the City in writing. Consultant shall promptly notify the City in writing of any material schedule risk, missing information, necessary City action, changed development condition, or issue affecting the accuracy or legal sufficiency of the proposed land-use assumptions, capital improvements plan, or impact-fee calculations. No schedule adjustment increases compensation or authorizes additional Services without prior written City approval.

7. Key Personnel; Subconsultants

Consultant’s Project Manager is Frank Phelan, P.E. Consultant shall not materially change key personnel or use a subconsultant for this Project without the City’s prior written approval as required by the Master Agreement. No subconsultant costs are authorized by this Task Authorization unless specifically approved in a written amendment or additional task authorization.

8. Compensation

Consultant shall be compensated on an hourly basis using the billing rates set forth in Exhibit A, subject to the Master Agreement's compensation, invoice, payment, and audit provisions. The aggregate compensation for all authorized Services under this Task Authorization, including authorized reimbursable expenses, shall not exceed **Ninety-Eight Thousand Nine Hundred and No/100 Dollars ($98,900.00)** without a written amendment or additional task authorization approved by the City.

9. Reimbursable Expenses

Reimbursable expenses, including mileage, travel, printing, reproduction, postage, delivery, notice-publication costs, outside-vendor costs, or subconsultant costs, are authorized under this Task Authorization. Any reimbursable expense must comply with the Master Agreement and be actual, reasonable, necessary, and documented. Such costs incurred by Consultant will be considered Additional Services and will be actual cost plus 10% and are not included in the project budget.

10. Additional Services

The proposal's reference to out-of-scope or additional services does not authorize Consultant to perform or bill for such services. Any work resulting from a change in scope, added capital projects, changed City direction, additional meetings, additional public-hearing support, additional calculations, or other work outside the Services stated in this Task Authorization requires a written amendment or additional task authorization approved by the City before Consultant performs the work or incurs costs.

11. Invoices

Consultant shall submit invoices in the form and with the detail required by the Master Agreement. Each invoice must identify this Task Authorization, describe Services performed during the invoice period, identify personnel, hours, rates, deliverables completed, approved budget, prior billings, current charges, and remaining balance, and include supporting documentation for any approved reimbursable expense. The City may reject or dispute invoices as provided in the Master Agreement.

12. City Representative

The City's representative for day-to-day administration of this Task Authorization is the City Administrator or the City's designee in writing. Only a City representative authorized under the Master Agreement, City policy, or applicable law may approve changes to scope, schedule, compensation, reimbursables, subconsultants, or other material terms.

13. Funding and Special Conditions

This Task Authorization is subject to the City's budgeting, appropriation, and funding requirements under the Master Agreement. Consultant shall comply with all applicable state and federal requirements relevant to the authorized Services, including the requirements applicable to the City's impact-fee program and capital improvements planning.

14. Exhibit A; Excluded Proposal Terms

Exhibit A is incorporated only for the limited purpose stated in Section 4.

15. No Amendment of Master Agreement

This Task Authorization authorizes a discrete Project and does not amend, supersede, waive, or otherwise modify the Master Agreement except as expressly stated in a written amendment approved in the manner required by the Master Agreement and applicable law.

IN WITNESS WHEREOF, the parties have executed this Task Authorization through their authorized representatives.

CITY OF DRIPPING SPRINGS **BURGESS & NIPLE, INC.**

EXHIBIT A
CONSULTANT'S PROPOSAL/SCOPE, SCHEDULE, RATES, AND BUDGET

Attach Burgess & Niple, Inc.'s September 3, 2006 proposal entitled "Dripping Springs Engineering Consulting Services Agreement—Community Impact Fee Program And Capital Improvements Plan Update."

Exhibit A is incorporated only as limited by Sections 4 and 14 of the Task Authorization.

September 3, 2026

Mayor Bill Foulds
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Re: Dripping Springs
Consultanting Services Agreement Task Authorization No. 2
Community Impact Fee Program And Capital Improvements Plan Update

Dear Mayor Foulds:

Burgess and Niple (Consultant), proposes to render Impact Fee Consulting Services to the City of Dripping Springs (CITY) in connection with the development of its Community Impact Fee (CIF) Program and Capital Improvements Plan Update (CIP) Update (PROJECT). Work will include assisting City Staff with reconstitution of CIF Advisory Committee, Advisory Committee update, Existing conditions assessment, Land Use Assumption update, Development of updated CIP, Public Hearing support, Advisory Committee communications support, Ordinance update and adoption support. The CITY is expected to furnish CONSULTANT with full information as to the requirements for the PROJECT, and to make available all pertinent existing data. CONSULTANT shall be able to rely upon the accuracy of all information provided by the CITY.

SCOPE OF WORK

The following assumptions and general understanding pertain to the provisions of the Services and form the basis of this Task Authorization:

1. Provide support to City Staff for reconstitution of Advisory Committee and conduct project kickoff meeting;

2. Assess current development conditions against existing Land Use Assumptions (LUAs) and update LUAs as necessary in conjunction with City-adopted population projections, employment housing and service unit projections, including:

    a. Update the wastewater service area map;
    b. Update the projected wastewater demand.

3. Develop updated CIP, including costs and utilization within the 10-year planning window, including the construction costs for the following facilities:
    a. New TPDES South Regional WRF (SRWRF) of 500,000 Gallons Per Day (GPD), including sludge thickening equipment;
    b. Proposed SRWRF Ph 2 BNR Expansion of additional 500,000 GPD;
    c. Additional SRWRF Plant Expansion beyond Ph 2, per treatment capacity needs;

d. Existing TLAP SRWRF Improvements;
e. 15 million gallon (MG) effluent storage pond;
f. Additional remote reclaimed water storage and pump stations, as necessary;
g. Reclaimed water pump station at WRF site;
h. Reclaimed water distribution system;
i. Reclaimed water valve vault at Driftwood;
j. Reclaimed water irrigation disposal systems;
k. Howard Ranch reclaimed water fill line;
l. 12”-24” West wastewater interceptor, Segment 2;
m. 24” West wastewater interceptor, Segment 3;
n. 12” West wastewater interceptor, Segment 4;
o. 24”-30” East wastewater interceptor, Segment 1;
p. 30”-36” East wastewater interceptor, Segment 2;
q. East wastewater interceptor, Segment 2 fencing;
r. Recent Arrowhead WRF and storage tank expansion;
s. Expansion of Arrowhead WWTP;
t. Expansion of subsurface irrigation at Arrowhead WRF;
u. 36” South wastewater collector;
v. West wastewater interceptor lift station upgrades, 12-inch reclaimed water line, 20-inch force main and 24-inch gravity main;
w. Cannon wastewater lift station and force main (cost sharing);
x. Heritage wastewater lift station and force main (cost sharing);
y. TPDES Permit Amendment;
z. Hays Street wastewater lift station diversion.

Updated costs for capital projects to include actual easement costs, projected easement costs and soft costs including Consultanting, surveying, environmental, geotechnical, testing and contingency.

4. Conduct meeting with CIF Advisory Committee to review LUAs and CIP;

5. Revise LUA and CIP per Advisory Committee recommendations;

6. Generate Advisory Committee report to City Council;

7. Attend City Council meeting on adoption of LUA and CIP updates;

8. Assist City Staff with Notice publication and Public Hearing support for LUA and CIP;

9. Prepare CIF calculations based upon CIP, including the non-construction and financing costs associated with the following TWDB CWSRF loan commitments:

a. $2,916,303 2027 LF1002419;
b. $35,000 2027 L1002418;
c. $48,545,000 2027 L1002417;
d. $10,395,000 2022 LM21993;

e. $9,500,000 2022 LM20933;
f. $23,500,000 2019 LM19993;
g. $1,000,000 2019 LF1000993.

10. Review CIP calculations with Advisory Committee;

11. Assist City Staff with Notice publication and Public Hearing support for CIF Fee;

12. Attend City Council meeting on adoption of CIF.

SCHEDULE

CONSULTANT acknowledges the importance to the CITY of the PROJECT schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Task Authorization. The CITY understands, however, that the performance must be governed by sound professional practices. CONSULTANT will start work on the PROJECT immediately after execution of the Task Authorization.

Month	Milestone	Key Deliverable
1	Appoint/Confirm CIAC	Committee established per §395.058.
1	Project Kickoff	Scope, service areas, schedule, data requests
1-2	Existing Conditions Assessment	Existing facilities, development trends, capacities
2-3	Update Land Use Assumptions	Population, employment, housing, service-unit projections
3-4	Develop Draft CIP	Growth-related facilities and cost allocations
4	CIAC Meeting #1	Review LUA and CIP
4	Draft LUA/CIP Complete	Release documents for public review
6	Publish Hearing Notice #1	Must occur **≥30 days before Hearing #1**.
7	Public Hearing #1	Hearing on LUA and CIP (§395.042).
7	Governing Body Adoption of LUA/CIP	Council approval under §395.045.
7-8	Prepare Impact Fee Calculations	Maximum assessable fee calculations
8	CIAC Meeting #2	Review fee calculations and submit recommendations.
8	Publish Hearing Notice #2	Must occur **≥30 days before Hearing #2**.
9	Public Hearing #2	Impact Fee Hearing (§395.047).
9	Adoption of Impact Fee Ordinance	Governing body action under §395.051.
10	Effective Date & Implementation	Fee collection procedures, software updates, administration
Ongoing	CIAC Monitoring & Updates	Semiannual review and monitoring.

COMPENSATION

CONSULTANT will perform the work on a reimbursable time and expenses basis at the hourly rates included as Attachment A, plus expenses. Expenses will include direct expenses incurred by CONSULTANT plus 10%. Billing for professional services will be based upon the actual amount of time required to complete the work. Upon mutual agreement of CITY and CONSULTANT, rates included on Attachment A may be amended annually.

Invoices will be submitted monthly, and payment is due within 30 days of CITY's receipt of the invoice. If payment is not received by the 45th day after the invoice date, then CONSULTANT may suspend services under the Agreement until all invoice amounts due are paid in full. The PROJECT schedule shall be extended the total amount of time after CONSULTANT suspends services to the time payments are received.

BUDGET

CONSULTANT will perform the services on a reimbursable time and expenses basis at the hourly rates included as Attachment A, plus expenses. Expenses will include direct expenses incurred by

CONSULTANT, plus 10%. Such expenses will include reproduction costs, mileage, postage, and delivery, etc., as required to complete the PROJECT. Billing for professional services will be based upon the actual amount of time required to complete the work. The estimated budget for performing the services is $98,900.00. The CONSULTANT will not exceed the budget without written approval of the CITY.

ADDITIONAL SERVICES

It is recognized that certain elements within the scope of Consultant's work cannot be accurately predetermined or controlled entirely by the CONSULTANT. Such Consultant's work will be performed as Additional Services. Such work may include but not be limited to:

- Changes in scope of work after receiving initial directions from the CITY.

Out of Scope and Additional Services will be reimbursable per hour based on the attached fee schedule Attachment A, plus expenses. Expenses for Out of Scope and Additional Services will include direct expenses incurred by CONSULTANT plus 10%. Such expenses will include subcontractors, reproduction costs, mileage, postage and delivery, etc., as required to complete the PROJECT. Billing for all additional professional services will be based upon the actual amount of time required to complete the additional work. Out of Scope services and Additional Services will only be performed with approval from CITY.

Please let us know if you have any questions or need additional information.

Sincerely,

Burgess and Niple, Inc.



William Ball, P.E.
Vice President

ATTACHMENT A

Billing Rates for Professional Services

Principal	$310.00/hour
Project Consultant III (More than 15 years of experience)	$285.00/hour
Project Consultant II (10-15 years of experience)	$245.00/hour
Project Consultant I (4-10 years of experience)	$215.00/hour
Assistant Consultant II (2-4 years of experience)	$195.00/hour
Assistant Consultant I (Less than 2 years of experience)	$175.00/hour
Senior Consultanting Technician	$200.00/hour
Consultanting Technician/Planner I	$145.00/hour
Field Construction Representative II	$200.00/hour
Field Construction Representative I	$145.00/hour
Administrative Assistant	$110.00/hour
B&N/personnel vehicle mileage	IRS Rate

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: September 15, 2026

Agenda Item Wording: Third Amended and Restated Wastewater Service and Impact Fee Agreement between the City of Dripping Springs and Hays County Development District No. 1, CF CSLK Caliterra LLC and CF CSLK Carter LLC

Summary/Background: This Restated Amendment modifies the Caliterra/Ranch at Caliterra Wastewater Service Agreement that was approved by Council for the Caliterra/Ranch at Caliterra tracts in January 2014, restated and amended in January 2015, restated and amended again in December 2016. This Restatement is needed to reflect changed realities that have occurred since the earlier agreements were entered into. Most significantly, earlier agreements contemplated the City obtaining an Amendment to its TLAP Permit, which did not occur. In addition, the District (Hays County Development District No. 1) did obtain a TLAP Permit, which they can utilize until the City's Discharge Permit facilities are ready.

Many provisions which have been completed or are now obsolete have been removed.

Other provisions have been added. Notably:

1) The District will allow the City to install and use enough acreage to beneficially reuse 30,000 gpd of treated effluent.
2) The District may use its permit until the City's discharge facilities are ready to accept waste (at no cost to the City).
3) The District will remove unwanted facilities when the City is ready to accept waste.
4) The agreement makes clear how many unused LUEs are available to the Ranches at Caliterra (this has been a source of disagreement over the years).
5) The City agrees to issue a bid award for the construction of the wastewater treatment plant authorized by the Discharge Permit by January 15, 2027.
6) Certain easements the City needs will be conveyed to the City.
7) The District will take and use (without charge) as much beneficial reuse water as the City desires that District take and use (but not to

exceed an amount that will provide a reasonable margin of safety to ensure compliance with any applicable laws, rules, or statutes).

Recommended Council Actions:	Approval of the Third Amended and Restated Agreement.
Attachments:	Clean and redlined versions of the Third Amended and Restated Agreement.
Next Steps/Schedule:	Notify HCDD No 1, CF CSLK Caliterra LLC, and CF CSLK Carter LLC of Council action.

THIRD~~SECOND~~ AMENDED AND RESTATED WASTEWATER SERVICE AND IMPACT FEE AGREEMENT

This Third~~Second~~ Amended Wastewater Service and Impact Fee Agreement ("Agreement") is by and among the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the "City"), ~~and~~ Hays County Development District No. 1 ("District"), a political subdivision of the state of Texas, and CF CSLK Caliterra LLC and CF CSLK Carter LLC ("Owner"), limited liability corporations who are assignees of the interests of Development Solutions CARTER, LLC and Development Solutions CAT, LLC ("~~Owner~~Assignors"). Collectively, the City, the District, and the Owner are hereinafter referred to as the "Parties."

RECITALS:

A. CF CSLK Caliterra LLC and CF CSLK Carter LLC~~Development Solutions CAT, LLC and Development Solutions CARTER, LLC~~ own the Properties that are within the District or will be annexed within the District. The ~~Developer~~ Owner plans a mixed-use development within the District's boundaries and has requested sewer service from the District. One property is generally located at the intersection of Ranch Road 12 and FM 150 and is referred to as the Caliterra Subdivision. The other property is general located southeast of the intersection of Creek Road and Mount Gainor Road and is referred to as the Ranch at Caliterra~~Carter Ranch~~.
B. In an effort to regionalize the wastewater service to the area, the District and the City believe it is in the best interest to provide wastewater service to the Caliterra Subdivision and Ranch at Caliterra~~Carter Ranch~~ and the City has requested the use of land in the Caliterra Subdivision and Ranch at Caliterra~~Carter Ranch~~ for treated effluent disposal purposes.
C. The City wishes to provide the requested service through the City's South Regional Wastewater Treatment and Collection System ("the System").
D. Because the new service ~~will~~ required expansions of the City's wastewater treatment and disposal systems, the City, the Owner and the District ~~have~~ agreed to design and construct certain wastewater treatment and disposal facilities as expansions to the System, to serve the District and other City customers as set forth in this Agreement.
E. In addition, the Parties wish to enter into this Agreement providing for the timing and payment of Impact Fees.
F. The ~~Parties~~ City, District, and Assignor executed a Wastewater Service and Impact Fee Agreement with an effective date of January 14, 2014 ("Initial Agreement").
G. The ~~Parties~~ City, District, and Assignor have entered into a First Amended Wastewater Service and Impact Fee Agreement with an effective date of January 27, 2015 ("First Amended Agreement").
H. The City, District, and Assignor have entered into a Second Amended Wastewater Service and Impact Fee Agreement with an effective date of December 7, 2016 ("Second Amended Agreement").

~~G.~~

~~H. The District and the Owner have asked the City to provide wastewater service to the Carter Ranch and Parties agree to add the Carter Ranch to this agreement.~~

I. The Assignors have assigned all of its rights, obligations, and benefits in the Initial Agreement, First Amended Agreement, and Second Amended Agreement to the Owner

J. -Subsequent to executing the Initial Agreement, ~~and~~ the First Amended Agreement, and the Second Amended Agreement, the Parties desire to make amendments, and execute this Agreement to replace and supersede the Initial Agreement, the ~~and~~ First Amended Agreement, and the Second Amended Agreement.

K. The Parties acknowledge that the wastewater arrangement has been mutually beneficial.

L. Through these Agreements, the City is able to dispose of treated effluent generated from City Customers that are outside of the District.

~~I.~~M. The wastewater disposed in Recital L above is accomplished through, among other improvements, a large effluent holding pond, spray irrigation areas, including pipes and conveyances provided by the District and the Developer with cost-sharing from the City.

NOW THEREFORE, for good and valuable consideration**,** the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City, the Owner and the District agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Agreement:** This contract between the City, the Owner, and the District, including all Exhibits, which are incorporated herein for all intents and purposes. As of the Effective Date below, and upon execution by all parties, this -*Third*~~*Second*~~ *Amended Wastewater Service and Impact Fee Agreement*- ("Agreement") replaces and supersedes the Initial Agreement ~~and~~ the First Amended Agreement and the Second Amended Agreement. "Agreement" herein refers to this *Third*~~*Second*~~ *Amended Wastewater Service and Impact Fee Agreement* and not the Initial Agreement.

1.2 **CCN:** A Certificate of Convenience and Necessity issued by the TCEQ designating areas to be served with retail sewer service.

1.3 **Chapter 395:** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

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

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

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

1.7 **City's Reserved Share:** ~~68,000 GPD~~389 LUE wastewater capacity of effluent disposal and effluent holding pond on the Caliterra Subdivision for use by the City. This capacity shall be for use by the City separate and apart from the wastewater needs of the Caliterra Subdivision and the Ranch at Caliterra~~Carter Ranch~~. This capacity may be used for wastewater capacity or for beneficial reuse, at the City's option.

1.8 **City Wastewater Utility Standards:** all City standards, including standards for design, location, construction, and installation of Wastewater Infrastructure as they may be enacted and thereafter amended from time to time, and expressly including the following:

(a) Utility Extension Policies;

(b) Water Quality Ordinance;

(c) Pretreatment/Waste Control Ordinance; and

(d) Technical Construction Standards & Specifications Manual.

1.9 **Engineering Contracts**: The contracts between the City and Engineers for design of the infrastructure described in Article 2 and Exhibits ~~A,~~ B, and C~~, D-1, and D-2~~ of this Agreement. To the extent that Engineering Contracts with sub-contractors for the construction and operation of infrastructure described in Article 2 and Exhibits ~~A,~~ B, and C~~, D-1, and D-2~~ of this Agreement, such subcontracts are included in the definition of Engineering Contracts.

1.10 **Connection Fees**: The City's wastewater connection fees as adopted in Article 20.02.005 (1)(B) of the City's Code of Ordinances. Pursuant to City ordinance, the City's Connection Fee and the City's Impact Fee is the same fee.

1.11 **Construction and Operation Contracts**: The contracts between the City and other persons for the construction and operation of infrastructure described in Article 2 and Exhibits ~~A,~~ B, and C~~, D-1, and D-2~~ of this Agreement.

1.12 **Contractor:** A person or entity that designs, constructs, installs, alters or repairs Wastewater Infrastructure required to serve the Properties, whether located on or outside the Properties.

1.13 **Customer:** the retail end-user of (a) the System, (b) the Wastewater Infrastructure, and (c) the WW Expansion Facilities.

1.14 **District's Final Reserved Share – Caliterra Subdivision:** 674~~118,000 GPD~~LUE retail wastewater capacity from the City's South Regional Wastewater Facilities for residential and commercial service to the Caliterra Subdivision within the District. This retail capacity shall be reserved for the exclusive use on the Properties within the District. This ~~118,000 GPD~~674 LUE includes the District's Initial Reserved Share. The District shall pay the standard reservation fees for this retail wastewater capacity as set-forth in paragraph 2.10~~7~~ of this Agreement.

1.15 **District's Final Reserved Share – Ranch at Caliterra~~Carter Ranch~~:** ~~50,000 GPD~~286 LUE retail wastewater capacity from the City's South Regional Wastewater Facilities for residential service to the Ranch at Caliterra~~Carter Ranch~~ within the

District. This retail capacity shall be reserved for the use on the Ranch at Caliterra~~Carter Ranch~~ and lands within the District boundaries.

1.16 **District's Initial Reserved Share:** ~~21,000 GPD~~120 LUE retail wastewater capacity from the City's South Regional Wastewater Facilities for residential and commercial service to the Properties within the District. This retail capacity shall be reserved for the exclusive use on the Properties within the District. The District shall pay the standard fees for this retail wastewater capacity upon the Effective Date.

1.17 **Effective Date:** The date set forth as the Effective Date in **Section 6.15** below.

1.18 **Impact Fees:** City's wastewater impact fees for new or enlarged connections as adopted in Article 20.02.005 of the City's Code of Ordinances in accordance with Chapter 395. Pursuant to City ordinance, the City's Connection Fee and the City's Impact Fee is the same fee.

1.19 **Properties:** One property is generally located at the intersection of Ranch Road 12 and FM 150 and is referred to as the Caliterra Subdivision and is in the extraterritorial jurisdiction of the City. The other property is general located southeast of the intersection of Creek Road and Mount Gainor Road and is referred to as the Ranch at Caliterra~~Carter Ranch~~ and is in the extraterritorial jurisdiction of the City. Collectively, the Caliterra Subdivision and the Ranch at Caliterra~~Carter Ranch~~ constitute the "Properties."

1.20 **LUE**: Living Unit Equivalent of sewer usage, as defined in Article 20.02.001 of the City's Code of Ordinances, as it may be amended from time to time or as determined by the City Engineer.

1.21 **Party:** Individually, the City, the Owner, or the District.

1.22 **Payees:** The person or persons who are entitled to payment for worked performed under Engineering Contracts or the Construction and Operations Contracts.

1.23 **System**: The City's South Regional Wastewater Treatment System, including City-owned collection lines, treatment, and disposal facilities.

1.24 **TCEQ:** The Texas Commission on Environmental Quality, or its successor agencies.

1.25 **Wastewater Infrastructure:** All wastewater facilities, equipment or related improvements necessary to serve the Properties, whether located on or outside the Properties**.**

1.26 **Wastewater Ordinance:** Chapter 20 of the City of Dripping Springs Code of Ordinances, as amended from time to time, and any rules enacted pursuant thereto.

1.27 **WW Expansion Facilities**: The Wastewater Infrastructure consisting of the wastewater existing treatment plant, disposal facilities, effluent tank and/or pond(s),

and treated effluent transfer line required to increase the City's wastewater treatment and disposal capacity.

ARTICLE 2
PERMITTING AND CONSTRUCTION

2.1 District's Existing TCEQ TLAP Permit. The District has obtained a TCEQ Permit ~~Amendment to amend its existing TCEQ Permit~~ Number WQ0016604001 ("Ranch at Caliterra Permit"). ~~WQ0014208001~~. The Parties intend the Ranch at Caliterra Permit to be temporary until such time that the City is able to provide wastewater service pursuant to its permits and facilities as specified herein. The District may operate facilities and service under the Ranch at Caliterra Permit for the Caliterra Subdivision, the Ranch at Caliterra Subdivision, or the Farmstead Development until such time that the City is able to provide wastewater service pursuant to its permits and facilities as specified herein, at which time it will cease operating under the Ranch at Caliterra Permit and will remove at its own cost any facilities that were constructed to operate under the Ranch at Caliterra Permit and that are not left in-place for the City System or for beneficial reuse. When the City is able to provide service to the Ranch at Caliterra Development, it will provide notice to the District and the District and the City will coordinate efforts to cease the operation under the Ranch at Caliterra Permit. The City does not and will not operate under the Ranch at Caliterra Permit. The City does not and will not provide services or bill customers to customers while the District is utilizing the Ranch at Caliterra Permit. The District, not the City, will be the wastewater provider to Ranch at Caliterra during this interim period and will handle all billing and collection for operations under the Ranch at Caliterra Permit. The District is responsible for all costs associated with constructing or removing facilities under the Ranch at Caliterra Permit.

a. Nothing in this Agreement should be construed as requiring any party to operate under the Ranch at Caliterra Permit or to build any facilities under the Ranch at Caliterra Permit.

b. With respect to the District's operation under the Ranch at Caliterra Permit, the following provisions apply:

(1) The operations under the Ranch at Caliterra Permit shall be at facilities other than the City WWTPs or City System and shall be the sole responsibility of the District.

(2) The City's West Interceptor shall not be used for storage or any use by the District. To the extent that any of the Ranch at Caliterra Permit facilities is connected to the City System (including the West Interceptor), the District will isolate the Ranch at Caliterra Permit facilities from the City System in such a way that is reasonably acceptable to the City. Provided, however, that the District can utilize ~~up to 45~~ unused LUEs from the District's Final Reserved Share – Caliterra Subdivision operations under the Ditrict's TLAP Permit ~~pump and haul~~ so that no storage of effluent will be in West Interceptor. ~~(inarticulate language but I am trying to get point across.)~~

(3) It is the District's responsibility for ensuring sufficient storage exists for its activities (without using any City facilities for storage).

(4) If any damage occurs or repairs are done to what will be City infrastructure in the future, the District will notify the City as soon as practicable upon determining that damage was done or repairs are needed and allow the City to inspect the damage and or repairs.

(1) After startup of the facilities under the Discharge Permit, the District shall clean, retest, and revideo the portions of the collection system that were used under the Ranch at Caliterra Permit, if any.

(2) Upon acceptance by the City of the recleaned and retesting results of the portions of the collection system used for storage by the District, the District may connect to the West Interceptor. At that time, the collection will be accepted by the City for ownership, operation, and maintenance and the two (2) year warranty period of the collection system for the City shall begin. Once any portion of the collection system is accepted by the City, the District will not use that portion under the Ranch at Caliterra Permit.

(3) Upon the cessation of operations under the Ranch at Caliterra Permit, the collection and distribution facilities that were utilized shall be dedicated to the City, but the District or Owner will be responsible for the decommissioning and removal of any wastewater plant that was operating under the Ranch at Caliterra Permit. Facilities that are to the City that were utilized under the Ranch at Caliterra Permit must be cleaned, videotaped, and inspected to assure that the facilities are being conveyed in a state that is reasonably acceptable to the City.

(4) Upon the cessation of operations under the Ranch at Caliterra Permit, District shall deliver its billing records for its operations under the Ranch at Caliterra Permit to the City.

~~2.1 Special Condition 21 of Permit Number WQ0014208001 requires that within 180 days of the issuance of the permit amendment described in section 2.2 of this Agreement, the District will apply to the TCEQ for cancellation of Permit Number WQ0014208001. Because the permit amendment described in section 2.2 of this Agreement has occurred, the District will apply for cancellation of Permit Number WQ0014208001. Exhibit A had originally been intended to provide a cost allocation for construction of facilities pursuant to Permit Number WQ0014208001, but has been removed from this Agreement because facilities will not be built pursuant to Permit Number WQ0014208001.~~

2.1 City's Current ~~Amended its Existing~~ TCEQ TLAP Permit~~ Amendment 1~~. The City currently provides wastewater service to the Caliterra subdivision pursuant to its ~~amended its~~ existing TCEQ Permit Number WQ0014488001 ("City TLAP Permit"). The Caliterra subdivision is entitled to 674 LUE of the capacity from the City's TLAP Permit because Owner agreed to and provided an ~~The amendment allows expansion of the~~

~~permitted capacity of the City's WWTP, and will add the Pond and Irrigation Area to the permit to expand the permitted disposal capacity to a total of 348,500 GPD. The amendment established new phasing of the permit with a final phase allowing a capacity of 186,000 GPD (118,000 GPD allocated to the District and 68,000 GPD allocated to the City). The WWTP,~~ effluent holding pond, surface irrigation area, and surface irrigation system ~~are permitted~~ on land within the Caliterra Subdivision (hereafter referred to as the "Pond and Irrigation Area"). ~~The Owner agrees to dedicate a portion of its Properties for the Pond and Irrigation Area~~ sufficient to accommodate ~~186,000 GPD~~1,063 LUEs. The City ~~will~~ is allowed to and does use the Pond and Irrigation Area ~~se dedicated areas~~ for effluent disposal via surface irrigation. The City TLAP Permit ~~amended permit~~ is sufficient to provide for the District's Final Reserved Share – Caliterra Subdivision and the City's Reserved Share. The District at its own discretion may utilize some of the District's Final Reserved Share – Caliterra Subdivision capacity for the Ranch at Caliterra~~Carter Ranch~~. Costs associated with preparing Amendment 1 to the City's TLAP Permit and constructing and operating the facilities authorized by this Amendment 1 ~~shall be~~ were allocated as set-forth in Exhibit B (attached hereto and made part of this Agreement). The District has ~~will~~ received a pro-rata reimbursement for the capital costs associated with the regional gravity line along Onion Creek and Phase I of the regional lift station built to accommodate the extra capacity obtained through this amendment pursuant to the reimbursement provisions of paragraph 5.2 of this Agreement to the extent that and as third parties utilize these facilities from the City's Reserved Share. Because the City shares in the costs for each phase of the irrigation system construction, the City shall have access to 36.6% of the Pond and Irrigation Area for its purposes (whether for beneficial reuse or to obtain additional capacity). The Parties agree that to the extent allowed by the permit, the irrigation system may be built in phases. To the extent that the City desires a particular phase of the irrigation system to be constructed before the District so desires, the District shall design and construct and the City shall fund the design and construction of that phase of the irrigation system and the City shall receive reimbursement (on a phase by phase basis) from the District in accordance with the allocations as set-forth on Exhibit B within 45 days from the time that the District first obtains capacity from the phase that was initially funded by the City. To the extent that the District desires a particular phase of the irrigation system to be constructed before the City so desires, the City shall provide it's share of the funding as set-forth at Exhibit B as payments to contractors become due.

2.2 City's TPDES Discharge ~~is seeking~~ Permit ~~for Discharge~~. The City has obtained Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003 ("Discharge Permit") and is currently preparing to construct facilities to operate the City System under the Discharge Permit. The District's Final Reserved Share – Ranch at Caliterra will be made available to the Owner and District upon construction of the facilities authorized by the Discharge Permit and connection of the Ranch at Caliterra to those facilities. ~~submitted a separate permit application allowing for discharge treated effluent into or adjacent to water in the State ("Discharge Permit Application"). The new permit ("Discharge Permit") would establish new and additional phasing. The new permit would also expand the permitted capacity of the City's WWTP, allow for discharge of treated effluent.~~ The Pond and Irrigation Area ~~may~~ shall remain on the Properties for use by the District to the extent needed for the District's Final Reserved Share and will remain on the Properties for use by the City to the extent needed for the City's Reserved Share. Costs

associated with preparing this new application and constructing and operating the facilities authorized by the Discharge Permit ~~this new application~~ shall be allocated as set-forth in Exhibit C (attached hereto and made part of this Agreement). The Owner and the District agree that the discharge point identified in the Discharge Permit Application will be allowed and that easements needed to effect such discharge shall be provided by the Owner or the District at no cost to the City. ~~If the discharge point in the final permit changes from that designated in the application, the Parties will work together in good faith to accommodate the change.~~ City agrees that it will issue a bid award for the construction of the wastewater treatment plant authorized by the Discharge Permit by January 15, 2027.

2.3 Owner shall dedicate enough acreage at the Ranch at Caliterra Ranch to receive 30,000 gpd of treated effluent to be for Chapter 210 beneficial reuse ("Ranch at Caliterra Beneficial Reuse Acreage"). This Acreage is shown at Exhibit A. It shall be the City's responsibility to build, operate, and maintain the Ranch at Caliterra Beneficial Reuse Acreage to TCEQ standards, which includes, but is not limited to, 30 Texas Admin. Code § 210.22(c) ("There shall be no nuisance conditions resulting from the distribution, the use, and/or storage of reclaimed water."). The District may inspect City's operations to ensure proper operation and maintenance to TCEQ standards, including nuisance conditions.

(a) Owners' dedication of acreage at Ranch at Caliterra to receive 30,000 gpd of treated effluent is contingent on the City issuing a bid award for the construction of the wastewater treatment plant authorized by the Discharge Permit by January 15, 2027.

2.4 In partial consideration of the past and continuing relationship and use of wastewater facilities on District property, the City agrees to provide an expedited review process related to review of the Ranch at Caliterra. This includes all review, board and council hearings.

2.5 Owner shall convey to the City the easement identified at Exhibit D-2 for City System wastewater lines by February 1, 2027.

(a) Owners' conveyance of the easement of acreage identified at Exhibit D-2 is contingent on the City issuing a bid award for the construction of the wastewater treatment plant authorized by the Discharge Permit by January 15, 2027.

2.6 At its Board Meeting on August 13, 2026, District ~~shall~~ conveyed to the City the easement identified at Exhibit D-1 for City System wastewater lines based on two contingencies. Nothing in this Agreement changes that action. Upon satisfaction of those contingencies, the District shall convey the easement identified at Exhibit D-1 for City System~~by January 15, 2027.~~

~~(a) Districts' conveyance of the easements of acreage identified at Exhibit D-2 is contingent on the City issuing a Notice to Proceed to a construction contractor for the construction of the wastewater treatment plant authorized by the Discharge Permit by January 1, 2027.~~

~~2.2~~

~~2.3~~2.7 Use of Reclaimed Water Under the ~~pon Issuance of~~ Discharge Permit~~New Application~~. ~~After approval by TCEQ of the New Permit Application specified in paragraph 2.3 above and upon construction of the facilities for either the New Permit specified in paragraph 2.3 above, subject to TCEQ approval, t~~The District or Owner will be entitled to reclaim the District's Reserved Share under the Discharge Permit as follows: (a) the City will be responsible for the costs and work product required to obtain authorization from TCEQ for use of the reclaimed water; and (b) The District shall receive the reclaimed water without any additional charges. ~~for a period of seven (7) years after issuance of the Chapter 210 authorization issued by TCEQ related to the discharge permit and the completion of construction of the facilities for the discharge permit and after operation of the System has commenced, and~~ District agrees that during the time that the Chapter 210 beneficial reuse water is provided without charge, District will take and use as much beneficial reuse water as the City desires that District take and use (but not to exceed an amount that will provide a reasonable margin of safety to ensure compliance with any applicable laws, rules, or statutes). ~~With respect to the charges set forth in item (b) of the preceding sentence, (i) after seven years, for any water that is beneficially used on parks or areas open to the public (which includes every citizen of the City of Dripping Springs), the District shall receive such water without any charges for as long as such water is beneficially used on parks or areas open to the public; and (ii) after seven years, for any water that is not beneficially used on parks or areas open to the public is beneficially used on parks or areas open to the public (which includes every citizen of the City of Dripping Springs), the District shall pay the City a fair market price for the reclaimed water that would be comparable to the market price for a similar quantity and quality of water.~~

~~2.4 City to Amend its Existing TLAP Permit – TLAP Amendment 2. The City will develop a TCEQ Permit Amendment Application to amend it existing TCEQ Permit Number WQ0014488001. TCEQ issued Amendment 1 on November 19, 2015. Amendment 1 authorized the City to dispose up to 348,500 GPD as follows: 1. Subsurface drip irrigation disposal of 162,500 GPD (in two permit phases of 127,500 GPD, and 162,500 GPD); and 2. Surface irrigation disposal of 186,000 GPD (in three permit phases of 62,000 GPD, 124,000 GPD, and 186,000 GPD). The City is currently in the 127,500 GPD subsurface drip irrigation Phase and may desire to pursue an additional alternative authorization from TCEQ in the form of an amendment for the final phase of the Amendment 1 permit. The amendment, hereafter referred to as "TLAP Amendment 2" would allow expansion of the permitted capacity of the City's WWTP, and will add the Pond and Irrigation Area on Carter Ranch to the permit to expand the proposed permitted disposal capacity of 348,500 GPD by 50,000 GPD. The amended permit will be sufficient to provide for the District's Final Reserved Share for the Caliterra Subdivision and Carter Ranch, and the City's Reserved Share. The City's Engineer shall prepare the amendment application. If at any time, in the City's sole judgment, the City determines after consulting with the District that this TLAP Amendment 2 jeopardizes its ability to obtain the Discharge Permit, or otherwise determines that TLAP Amendment 2 is contrary to its interests, the City may withdraw its application for TLAP Amendment 2 from TCEQ, the obligations arising under this paragraph 2.2 become null and void, but no Party is entitled to damages for such withdrawal or to repayment of money already spent and each Party must honor bills for work already done.~~

~~(a) After TLAP Amendment 2 is issued by the TCEQ, the District may decide, at its option, whether it will participate in construction of Facilities associated with TLAP Amendment 2 in order to obtain wastewater capacity for Carter Ranch or for the Caliterra Subdivision.~~

~~(b) The parties recognize that third parties may or may not participate in sharing the costs and obtaining capacity from obtaining TLAP Amendment 2 and construction facilities to implement TLAP Amendment 2. It is contemplated that SLF IV - Dripping Springs JV, L.P., a Texas limited partnership or its assignee (the "Heritage Owner") may participate (but is not required to) in the construction facilities to implement TLAP Amendment 2 in order to obtain capacity from TLAP Amendment 2.~~

~~(c) If the Heritage Owner does not participate (but is not required to) in the construction facilities to implement TLAP Amendment 2 in order to obtain capacity from TLAP Amendment 2, Costs associated with preparing TLAP Amendment 2 and constructing and operating the facilities authorized by this TLAP Amendment 2 shall be allocated as set forth in Exhibit D-1 (attached hereto and made part of this Agreement).~~

~~(d) If the Heritage Owner does obtain capacity from TLAP Amendment 2 (regardless of when it obtains such wastewater capacity), Costs associated with preparing TLAP Amendment 2 and constructing and operating the facilities authorized by TLAP Amendment 2 shall be allocated as set forth at Exhibit D-2 (attached hereto and made part of this Agreement). To the extent that the Heritage Owner obtains capacity after the District or Owner has already expended funds for TLAP Amendment 2 facilities, the Heritage Owner shall reimburse whichever entity made such expenditures such that the allocation is reflected as set forth at Exhibit D-2.~~

~~(e) In no event shall the Owner or District be responsible to fund any portion of the cost of any permanent facilities built for TLAP Amendment 2 that benefit the Discharge Permit facilities.~~

~~(f) If the Heritage Owner participates in the TLAP Amendment 2 facilities and funds the estimated costs as specified at Exhibit D-1, then at the end of the construction City, District and Owner, and Heritage Owner shall determine the actual Construction Costs and the actual pro-rata share of costs and thereafter any under-payment or overpayment will be made, within 30 days of notice of same. No party shall have the right to use capacity in the TLAP Amendment 2 facilities until any underpayments are paid to the party who is owed such funds. If not timely paid, Owner shall have the right to impact fee credits for the unreimbursed pro-rata payments made by Owner but owed by others and the underpayment shall be a debt that is owed to the City and enforceable through recourse to a court of law.~~

~~2.5~~2.8 Timing of Design and Construction of Facilities. ~~Upon receiving funding to design and construct development on the Caliterra Subdivision, t~~The District is responsible for and has ~~shall begin~~ designed and construct~~edion of~~ the required Pond and Irrigation Area under this Agreement.~~, in phases, as needed~~. The full District's Final Reserved Share –

Caliterra Subdivision has been made and is currently available to the District under the City's TLAP Permit. ~~At that time, the City will allow initial service for the District using the City's existing permit and facilities for the District's Initial Reserved Share until the time when the City reaches its 85% of its existing 127,500 GPD permitted limit (hereafter referred to as the "85% Trigger") unless otherwise agreed to by both the City and the District. The District may begin design and construction of the Pond and Irrigation Area on the Carter Ranch no later than when it reaches 85% capacity of the 118,000 GPD capacity allocated to the Caliterra Subdivision in Amendment 1.~~ The District's Final Reserved Share – Ranch at Caliterra will be made available to the District upon the construction of the of the facilities to operate phase I of the City's operations under the Discharge Pemrit (including construction of the West Interceptor).

~~2.6~~2.9 City to Reserve Capacity and Reservation Fees. The City ~~shall~~ has already delivered the ~~reserve the~~ District's Initial Reserved Share and no Reservation Fees are now applicable. ~~and the District will begin paying the associated reservation fee upon the Effective Date of this Agreement. The City reserved the District's Final Reserved Share when the TCEQ issued Amendment 1 discussed in paragraph 2.2 of this Agreement.~~ The District's Final Reserved Share will remain in effect after the discharge permit is issued as discussed in paragraph 2.~~3~~2 of this Agreement. Because the District is providing the property for the Pond and Irrigation Area and is funding a substantial part of the facilities and upgrades necessary for the City's TLAP Permit, ~~Amendments 1, either New Permit Application and TLAP Amendment No. 2~~, there will be no reservation fee assessed to the District for the District's Final Reserved Share – Caliterra Subdivision or District's Final Reserved Share – Ranch at Caliterra~~–~~ until after issuance by TCEQ of the D~~d~~ischarge ~~p~~Permit and construction by the City of facilities to serve the District under the Discharge Permit.~~TLAP Amendment 2 specified in paragraph 2.5 of this Agreement~~.

~~2.7 District and Owners' Participation. The Parties agree that the Owner's participation and responsibility to share in the cost described in the above sections are contingent on the City entering into Development Agreements with Owners for the development of both the Caliterra Subdivision and the Carter Ranch; The City and the Owners, prior to the Effective Date of this Agreement, have entered into a Development Agreement for the Caliterra Subdivision which satisfies part of that requirement. As provided in the Caliterra Development Agreement, development must occur in a manner such that there is property reasonably available to be set aside for use as treated effluent disposal and/or an effluent holding pond. The Parties agree that construction contracts shall not be bid unless that particular phase is funded and necessary.~~

~~2.8~~2.10Timing of Payments. This paragraph has been completed but is retained for the purpose of recording the agreement regarding timing of payments. As infrastructure is designed and constructed pursuant to this Agreement, the costs are to be shared as provided in this Article 2 above. To the extent that the City has entered into contracts for the design and construction to be performed pursuant to this Agreement and, as work is performed under those contracts, becomes obligated to pay those costs, Owner and/or District agrees to pay (or reimburse) the City for the percentage of the costs in the "Caliterra" columns shown in Exhibits ~~A,~~ B, and C, ~~D-1, and D-2~~ of this Agreement. Regarding the timing of those payments from the Owner to the City, Owner agrees to promptly pay the "Caliterra"

percentage of each invoice to the City within 60 days of the City's presentment to Owner and/or District of each invoice for such costs. The City agrees that it will not add a surcharge or "markup" for design work performed by consultants such as engineers, surveyors, attorneys, etc. Disputed invoices shall not be grounds for non-payment of subsequent invoices. As a clarification to Exhibits ~~A,~~ B, and C~~, D-1, and D-2~~, Owner and/or District is not responsible for costs, including but not limited to preliminary design, final design or survey work that is conducted "upstream" of the Caliterra Subdivision.

To the extent that the Owner and/or District has entered into contracts for the design and construction to be performed pursuant to this Agreement and, as work is performed under those contracts, becomes obligated to pay those costs, City agrees to pay (or reimburse) the Owner and/or the District for the percentage of the costs in the "City" column in Exhibits ~~A,~~ B, and C~~, D-1, and D-2~~ of this Agreement. Regarding the percentage of each invoice to the Owner and/or District, City agrees to pay promptly the "City" percentage of each invoice to the Owner and/or District within 60 days of the Owner's and/or District's presentment to the City of each invoice for such costs. The Owner and District agree that each will no add a surcharge or "markup" for design work performed by consultants such as engineers, surveyors, attorneys, etc. Disputed invoices shall not be grounds for non-payment of subsequent invoices.

~~2.9~~2.11 Rates. Nothing in this Agreement affects the City's control over rates charged to its customers. The City, not the District, shall have control over rates charged to its customers for use of the System, or any wastewater treatment plant or facilities constructed pursuant to this Agreement.

2.12 Review Fees. The City will waive its site development fees for irrigation areas in the permitted irrigation areas on the Properties, but Owner will reimburse City for reasonable actual costs associated with review of such areas.

2.13 The City will not accept or operate any grinder pumps as part of the City System. Ant grinder pumps that are utilized on the Caliterra Subdivision or the Ranch at Caliterra shall be private property and shall not be the responsibility of the City.

~~2.10~~

ARTICLE 3
WASTEWATER SERVICE TO THE PROPERTIES

3.1 Wastewater Service. Except for the Ranch at Caliterra Permit, ~~T~~the City operates an existing wastewater collection and treatment system, referred to in this Agreement as the System. The City collects, treats, and disposes of wastewater through the System.

3.2 Availability of Service. The City shall provide the District wastewater service through the System upon construction of the City's Wastewater Infrastructure and WW Expansion Facilities contemplated by this Agreement and upon Customer's execution of

the City's then-current wastewater application form and payment of any fees required herein for commencement of service.

3.3 Wastewater Customer Obligations. This Agreement does not abrogate or otherwise alter, in any way, the future obligations of the District or its customers to comply with the City's Wastewater Ordinance, as that ordinance may be amended from time to time, including requirements related to wastewater service application, payment and other provisions governing retail wastewater service; payment of wastewater rates and fees; pretreatment requirements; service termination, interest, and other charges as provided in the ordinance for delinquent accounts; provided, the District shall not be required to pay any utility deposit, or any additional Connection Fees, Impact Fees or Capital Recovery Fees under Article II of the City's Wastewater Ordinance for connecting the reserved LUE's to the System, other than those due pursuant to **Article 5**. The District's residents will be retail customers of the City upon issuance by TCEQ of Amendments 1 and either New Permit Application and/or TLAP Amendment No. 2 as specified in this Agreement.

3.4 Wastewater CCN. If the City elects to file with the TCEQ an application for a wastewater CCN covering the Properties that is consistent with the City's service obligation under this Agreement, then the District agrees not to oppose or protest, or support any other person in opposing or protesting, such application.

3.5 Conveyance/Ownership of Wastewater Facilities. Upon final completion of construction, as evidenced by a certificate of final completion and acceptance by the City of a phase of the Wastewater Facilities, the District and/or Owner will dedicate and convey that phase of the Wastewater Facilities to the City, including any easements associated with that phase. The conveyance shall include access to public rights-of-way and easements are sufficient to permit the City to operate and maintain such Facilities. Following the acceptance and dedication of a phase of the Wastewater Facilities, the City will be responsible for the operation and maintenance of that phase of the Wastewater Facilities. The form of the dedication instruments, easement assignments and maintenance bonds shall be submitted for review and approval by the City, which will not be unreasonably withheld or delayed. In any event, the City agrees that the District shall have an undivided interest in the capacity of that portion of the City's Wastewater System, up to the capacity designed for the provision of wastewater service to the District by the City to the extent of the designed capacity of the conveyed systems and the payment of associated costs of said facilities by the District. In no way should this section be interpreted to mean that the District shall have an undivided interest in capacities that exceed the amount needed to service the District, or in any capacities that the City should require to be included as oversizing. Notwithstanding anything to the contrary, the effluent holding pond and irrigation system constructed in the Caliterra Subdivision and Ranch at Caliterra~~Carter Ranch~~ will be owned by the District.

ARTICLE 4
WASTEWATER INFRASTRUCTURE STANDARDS AND CONSTRUCTION

4.1 Design and Construction of WW Improvements. The District shall design and construct, or cause to be constructed the WW improvements described in Paragraph 2.~~5~~2 above.

4.2 Inspection by City. Any Wastewater Infrastructure constructed by District must be constructed in compliance with the City Wastewater Utility Standards as those standards exist at the effective date of this Agreement and TCEQ statutes and regulations. At the City's cost, the City has the right, but not the obligation, to inspect and test any Wastewater Infrastructure at any time, and the right to participate in a final inspection of all Wastewater Infrastructure, including any connection to the District's buildings or other structures on the Properties. To the extent that District undertakes any of its own inspections, the District will promptly provide copies of the resulting inspection reports to the City. With respect to any Wastewater Infrastructure not constructed by the City, the District or its Contractor shall notify the City when Wastewater Infrastructure is ready for final inspection. If the City concurs that construction of the Wastewater Infrastructure is substantially complete, then the City will schedule a final inspection by the City within ten (10) days. After such final inspection, the District shall timely correct any punch list items. If the City undertakes an inspection at its cost and that inspection results in a finding of noncompliance with TCEQ regulations, then, notwithstanding anything to the contrary in this paragraph, District will reimburse City for the costs of a City follow-up inspection to address the noncompliance item(s).

4.3 Wastewater Infrastructure Easements. All portions of the WW System Improvements will be able to be located in existing public rights-of-way or easements to be provided by District.

4.4 Operational Standards. The Pond and Irrigation Area shall be operated in accordance with applicable TCEQ permits, regulations and statutes.

ARTICLE 5
FEES

5.1 Payment of Connection Fees or Impact Fees. Builders and other contractors constructing homes shall be responsible for directly paying the City's Connection or Impact Fees for each LUE connected to the District's wastewater system. These fees shall be payable to the City in the amount specified for impact fees for new development pursuant to subsection (2)(D) of City Ordinance Section 20.02.005 at the time the builder or contractor applies for a building permit with the City. The parties agree that the City will only assess an Impact Fee or a Connection fee but not both. Notwithstanding anything in this Agreement to the contrary, no service shall be provided until all applicable connection or impact fees have been paid pursuant to City Ordinance § 20.02.005.

5.2 Reimbursement. The City shall require any entity or person that is not the District or the District's resident that connects to or utilizes any facility that is contemplated by this Agreement and for which reimbursement is available pursuant to Article 20.05 (Wastewater Line Extension) of the City's Wastewater Ordinance, to pay their reasonable pro-rata share of the District's costs incurred for providing capacity greater than that needed

by the District and its residents (hereafter "Reimbursement Costs"), and the City agrees to reimburse the District by paying the District or Owner on behalf of the District those pro-rata amounts collected from such persons. The pro-rata share to be attributable to Reimbursements Costs shall be determined by the City Engineer based on wastewater engineering factors, the City will adopt an ordinance establishing the charge for the line extension as provided by the Wastewater Ordinance, and the District's Reimbursement Costs shall be calculated and paid as provided in Chapter 20, Article 20.05 (Wastewater Line Extension) of the City's Wastewater Ordinance. Notwithstanding City Ordinance § 20.05.006(h), the reimbursement period under this Agreement shall apply until all applicable District costs have been reimbursed in full. To the extent that the City collects Reimbursement Costs from third parties prior to construction, the City will promptly deliver such funds to the District or Owner on behalf of the District and the District will credit such funds to the amount that it would otherwise be entitled as Reimbursement Costs. To the extent that the District or Owner are obligated to pay impact fees, the City agrees that the reimbursement amounts collected pursuant to this paragraph may be applied to those impact fees.

The City will be responsible for reimbursing Owner or the District for Owner's or District's payments to "over-size" capacity in the system. The City will make such payments to Owner or the District after the City has issued bonds as part of its Capital Improvement Plan for wastewater and will, within 90 days of being notified by District and/or Owner will commence making payments to the District or Owner for the "over-size" costs. The City's responsibility to reimburse Owner or the District does not arise until the City has issued bonds as part of its Capital Improvement Plan for wastewater.

ARTICLE 6
MISCELLANEOUS

6.1 Termination of Contract in Case of an Emergency. Whenever, because of an emergency so declared by the President of the United States, Governor of Texas, other lawful authority, or it becomes impossible for the District to obtain all of the necessary funding for the prosecution of the Work with reasonable continuity for a period of two months, the District shall within seven days notify the City in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of funding not obtainable. If after investigation, the City finds that such conditions exist and that the inability of the District to proceed is not attributable in whole or in part to the fault or neglect of the District, then if the City cannot after reasonable effort assist the District in procuring and making available the necessary funding within 30 days, the District may request the City to terminate the Contract and the City shall within 30 days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for the portion of the Work previously completed and approved

6.2 Governing Law Jurisdiction and Venue. **THIS AGREEMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY**

CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF HAYS COUNTY, AND HEREBY AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

6.3 Conspicuous Provisions. The City and District acknowledge that the provisions of this Agreement set out in **bold**, CAPITALS (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

6.4 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the notice is delivered in person to the person to whose attention the notice is addressed; (b) when received if the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five (5) business days after the notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within forty-eight (48) hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such changes to the other Party as provided in this section.

To the City: City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

City of Dripping Springs, Texas
Attn: City Administrator
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

To District: Johnson Petrov LLP
Attn: Zach Petrov
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Zpetrov@johnsonpetrov.com~~Andrew Barrett & Associates, PLLC~~
~~3300 Bee Cave Rd, Suite 650 #189~~
~~Austin, Texas 78746~~
~~FAX (512) 600-3899~~

To Owner: CF CSLK Caliterra LLC
CF CSLK Carter LLC ~~Development Solutions CAT, LLC~~
~~Development Solutions Carter, LLC~~
c/o Gregory L. Rich
12222 Merit Drive, Suite 1020
Dallas, Texas 75251
FAX: (972) 960-2660
grich@siepiela.com

6.5 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the Owner nor District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the Owner and District.

6.6 Attorneys Fees. Each Party to this Agreement will pay their own attorneys fees in connection with negotiation and preparation of this Agreement.

6.7 Amendment**.** This Agreement may be amended only with the written consent of the District, the Owners and approval of the governing body of the City.

6.8 No Waiver**.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.9 Severability**.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the

Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

6.10 Captions**.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

6.11 Interpretation**.** The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation," and "days" means calendar days unless otherwise expressly stated.

6.12 Counterpart Originals**.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

6.13 Incorporation of Exhibits by Reference**.** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	210 Irrigation Acreage in Ranch at Caliterra~~[RESERVED]~~
Exhibit B	Allocation of Costs associated with preparing Amendment 1 and constructing and operating the facilities authorized by Amendment 1.
Exhibit C	Allocation of Costs associated with preparing the Discharge Permit ~~A~~application and constructing and operating the facilities authorized by the Discharge Permit.
Exhibit D-1	Easement to be conveyed to City by District.
Exhibit D-2	Easement to be conveyed to City by Owner.
~~Exhibit D-1~~	~~Allocation of Costs associated with preparing TLAP Amendment 2 and constructing and operating the facilities authorized by TLAP Amendment 2 (with Heritage Owner participation).~~
~~Exhibit D-2~~	~~Allocation of Costs associated with preparing TLAP Amendment 2 and constructing and operating the facilities authorized by TLAP Amendment 2 (without Heritage Owner participation).~~

6.14 This Agreement fully replaces and supersedes the Initial Agreement. Upon execution of this Third ~~Second~~ Amended Wastewater Service and Impact Fee Agreement, the Initial Agreement is of no effect.

6.15 Effective Date. The Effective Date of this Agreement remains as in the initial agreement as the last date the agreement was signed. The Effective Date is April 13, 2014.

IN WITNESS WHEREOF, the signatories below each represent and warrant that they have the requisite authority to execute this Agreement in the capacity shown and to thereby bind the respective party for whom they sign, and have caused this contract to be duly executed in multiple counterparts, each of which shall constitute an original.

ATTEST:

_____
Jo Ann Touchstone
City Secretary

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

_____
(print name)

Title: _____

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

Date Executed:_____

CF CSLK CALITERRA LLC

BY: _____

Name:
Title:
Date:

CF CSLK CARTER LLC

BY: _____

Name:
Title:
Date:

HAYS COUNTY DEVELOPMENT DISTRICT NO. 1

BY: _____
Name:
Title:
Date:

Attest: _____

Secretary

~~**DEVELOPMENT SOLUTIONS CAT, LLC**~~

~~BY: _____~~

~~Name:~~
~~Title:~~
~~Date:~~

~~**HAYS COUNTY DEVELOPMENT DISTRICT NO. 1**~~

~~BY: _____~~

~~Name:~~
~~Title:~~
~~Date:~~
~~Attest: _____~~

~~Secretary~~

THIRD AMENDED AND RESTATED WASTEWATER SERVICE AND IMPACT FEE AGREEMENT

This Third Amended Wastewater Service and Impact Fee Agreement ("Agreement") is by and among the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the "City"), Hays County Development District No. 1 ("District"), a political subdivision of the state of Texas, and CF CSLK Caliterra LLC and CF CSLK Carter LLC ("Owner"), limited liability corporations who are assignees of the interests of Development Solutions CARTER, LLC and Development Solutions CAT, LLC ("Assignors"). Collectively, the City, the District, and the Owner are hereinafter referred to as the "Parties."

RECITALS:

A. CF CSLK Caliterra LLC and CF CSLK Carter LLC own the Properties that are within the District or will be annexed within the District. The Owner plans a mixed-use development within the District's boundaries and has requested sewer service from the District. One property is generally located at the intersection of Ranch Road 12 and FM 150 and is referred to as the Caliterra Subdivision. The other property is general located southeast of the intersection of Creek Road and Mount Gainor Road and is referred to as the Ranch at Caliterra.
B. In an effort to regionalize the wastewater service to the area, the District and the City believe it is in the best interest to provide wastewater service to the Caliterra Subdivision and Ranch at Caliterra and the City has requested the use of land in the Caliterra Subdivision and Ranch at Caliterra for treated effluent disposal purposes.
C. The City wishes to provide the requested service through the City's South Regional Wastewater Treatment and Collection System ("the System").
D. Because the new service required expansions of the City's wastewater treatment and disposal systems, the City, the Owner and the District agreed to design and construct certain wastewater treatment and disposal facilities as expansions to the System, to serve the District and other City customers as set forth in this Agreement.
E. In addition, the Parties wish to enter into this Agreement providing for the timing and payment of Impact Fees.
F. The City, District, and Assignor executed a Wastewater Service and Impact Fee Agreement with an effective date of January 14, 2014 ("Initial Agreement").
G. The City, District, and Assignor have entered into a First Amended Wastewater Service and Impact Fee Agreement with an effective date of January 27, 2015 ("First Amended Agreement").
H. The City, District, and Assignor have entered into a Second Amended Wastewater Service and Impact Fee Agreement with an effective date of December 7, 2016 ("Second Amended Agreement").
I. The Assignors have assigned all of its rights, obligations, and benefits in the Initial Agreement, First Amended Agreement, and Second Amended Agreement to the Owner
J. Subsequent to executing the Initial Agreement, the First Amended Agreement, and the Second Amended Agreement, the Parties desire to make amendments, and execute this

Agreement to replace and supersede the Initial Agreement, the First Amended Agreement, and the Second Amended Agreement.

K. The Parties acknowledge that the wastewater arrangement has been mutually beneficial.
L. Through these Agreements, the City is able to dispose of treated effluent generated from City Customers that are outside of the District.
M. The wastewater disposed in Recital L above is accomplished through, among other improvements, a large effluent holding pond, spray irrigation areas, including pipes and conveyances provided by the District and the Developer with cost-sharing from the City.

NOW THEREFORE, for good and valuable consideration**,** the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City, the Owner and the District agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Agreement:** This contract between the City, the Owner, and the District, including all Exhibits, which are incorporated herein for all intents and purposes. As of the Effective Date below, and upon execution by all parties, this *Third Amended Wastewater Service and Impact Fee Agreement* ("Agreement") replaces and supersedes the Initial Agreement the First Amended Agreement and the Second Amended Agreement. "Agreement" herein refers to this *Third Amended Wastewater Service and Impact Fee Agreement* and not the Initial Agreement.

1.2 **CCN:** A Certificate of Convenience and Necessity issued by the TCEQ designating areas to be served with retail sewer service.

1.3 **Chapter 395:** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

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

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

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

1.7 **City's Reserved Share:** 389 LUE wastewater capacity of effluent disposal and effluent holding pond on the Caliterra Subdivision for use by the City. This capacity shall be for use by the City separate and apart from the wastewater needs of the Caliterra Subdivision and the Ranch at Caliterra. This capacity may be used for wastewater capacity or for beneficial reuse, at the City's option.

1.8 **City Wastewater Utility Standards:** all City standards, including standards for design, location, construction, and installation of Wastewater Infrastructure as they

may be enacted and thereafter amended from time to time, and expressly including the following:

(a) Utility Extension Policies;
(b) Water Quality Ordinance;
(c) Pretreatment/Waste Control Ordinance; and
(d) Technical Construction Standards & Specifications Manual.

1.9 **Engineering Contracts**: The contracts between the City and Engineers for design of the infrastructure described in Article 2 and Exhibits B, and C of this Agreement. To the extent that Engineering Contracts with sub-contractors for the construction and operation of infrastructure described in Article 2 and Exhibits B, and C of this Agreement, such subcontracts are included in the definition of Engineering Contracts.

1.10 **Connection Fees**: The City's wastewater connection fees as adopted in Article 20.02.005 (1)(B) of the City's Code of Ordinances. Pursuant to City ordinance, the City's Connection Fee and the City's Impact Fee is the same fee.

1.11 **Construction and Operation Contracts**: The contracts between the City and other persons for the construction and operation of infrastructure described in Article 2 and Exhibits B, and C of this Agreement.

1.12 **Contractor:** A person or entity that designs, constructs, installs, alters or repairs Wastewater Infrastructure required to serve the Properties, whether located on or outside the Properties.

1.13 **Customer:** the retail end-user of (a) the System, (b) the Wastewater Infrastructure, and (c) the WW Expansion Facilities.

1.14 **District's Final Reserved Share – Caliterra Subdivision:** 674LUE retail wastewater capacity from the City's South Regional Wastewater Facilities for residential and commercial service to the Caliterra Subdivision within the District. This retail capacity shall be reserved for the exclusive use on the Properties within the District. This 674 LUE includes the District's Initial Reserved Share. The District shall pay the standard reservation fees for this retail wastewater capacity as set-forth in paragraph 2.10 of this Agreement.

1.15 **District's Final Reserved Share – Ranch at Caliterra:** 286 LUE retail wastewater capacity from the City's South Regional Wastewater Facilities for residential service to the Ranch at Caliterra within the District. This retail capacity shall be reserved for the use on the Ranch at Caliterra and lands within the District boundaries.

1.16 **District's Initial Reserved Share:** 120 LUE retail wastewater capacity from the City's South Regional Wastewater Facilities for residential and commercial service to the Properties within the District. This retail capacity shall be reserved for the

exclusive use on the Properties within the District. The District shall pay the standard fees for this retail wastewater capacity upon the Effective Date.

1.17 **Effective Date:** The date set forth as the Effective Date in **Section 6.15** below.

1.18 **Impact Fees:** City's wastewater impact fees for new or enlarged connections as adopted in Article 20.02.005 of the City's Code of Ordinances in accordance with Chapter 395. Pursuant to City ordinance, the City's Connection Fee and the City's Impact Fee is the same fee.

1.19 **Properties:** One property is generally located at the intersection of Ranch Road 12 and FM 150 and is referred to as the Caliterra Subdivision and is in the extraterritorial jurisdiction of the City. The other property is general located southeast of the intersection of Creek Road and Mount Gainor Road and is referred to as the Ranch at Caliterraand is in the extraterritorial jurisdiction of the City. Collectively, the Caliterra Subdivision and the Ranch at Caliterraconstitute the "Properties."

1.20 **LUE**: Living Unit Equivalent of sewer usage, as defined in Article 20.02.001 of the City's Code of Ordinances, as it may be amended from time to time or as determined by the City Engineer.

1.21 **Party:** Individually, the City, the Owner, or the District.

1.22 **Payees:** The person or persons who are entitled to payment for worked performed under Engineering Contracts or the Construction and Operations Contracts.

1.23 **System**: The City's South Regional Wastewater Treatment System, including City-owned collection lines, treatment, and disposal facilities.

1.24 **TCEQ:** The Texas Commission on Environmental Quality, or its successor agencies.

1.25 **Wastewater Infrastructure:** All wastewater facilities, equipment or related improvements necessary to serve the Properties, whether located on or outside the Properties**.**

1.26 **Wastewater Ordinance:** Chapter 20 of the City of Dripping Springs Code of Ordinances, as amended from time to time, and any rules enacted pursuant thereto.

1.27 **WW Expansion Facilities**: The Wastewater Infrastructure consisting of the wastewater existing treatment plant, disposal facilities, effluent tank and/or pond(s), and treated effluent transfer line required to increase the City's wastewater treatment and disposal capacity.

ARTICLE 2
PERMITTING AND CONSTRUCTION

2.1 District's Existing TCEQ TLAP Permit. The District has obtained a TCEQ Permit Number WQ0016604001 ("Ranch at Caliterra Permit").. The Parties intend the Ranch at Caliterra Permit to be temporary until such time that the City is able to provide wastewater service pursuant to its permits and facilities as specified herein. The District may operate facilities and service under the Ranch at Caliterra Permit for the Caliterra Subdivision, the Ranch at Caliterra Subdivision, or the Farmstead Development until such time that the City is able to provide wastewater service pursuant to its permits and facilities as specified herein, at which time it will cease operating under the Ranch at Caliterra Permit and will remove at its own cost any facilities that were constructed to operate under the Ranch at Caliterra Permit and that are not left in-place for the City System or for beneficial reuse. When the City is able to provide service to the Ranch at Caliterra Development, it will provide notice to the District and the District and the City will coordinate efforts to cease the operation under the Ranch at Caliterra Permit. The City does not and will not operate under the Ranch at Caliterra Permit. The City does not and will not provide services or bill customers to customers while the District is utilizing the Ranch at Caliterra Permit. The District, not the City, will be the wastewater provider to Ranch at Caliterra during this interim period and will handle all billing and collection for operations under the Ranch at Caliterra Permit. The District is responsible for all costs associated with constructing or removing facilities under the Ranch at Caliterra Permit.

a. Nothing in this Agreement should be construed as requiring any party to operate under the Ranch at Caliterra Permit or to build any facilities under the Ranch at Caliterra Permit.

b. With respect to the District's operation under the Ranch at Caliterra Permit, the following provisions apply:

(1) The operations under the Ranch at Caliterra Permit shall be at facilities other than the City WWTPs or City System and shall be the sole responsibility of the District.

(2) The City's West Interceptor shall not be used for storage or any use by the District. To the extent that any of the Ranch at Caliterra Permit facilities is connected to the City System (including the West Interceptor), the District will isolate the Ranch at Caliterra Permit facilities from the City System in such a way that is reasonably acceptable to the City. Provided, however, that the District can utilize unused LUEs from the District's Final Reserved Share – Caliterra Subdivision operations under the Ditrict's TLAP Permit so that no storage of effluent will be in West Interceptor.

(3) It is the District's responsibility for ensuring sufficient storage exists for its activities (without using any City facilities for storage).

(4) If any damage occurs or repairs are done to what will be City infrastructure in the future, the District will notify the City as soon as practicable upon determining that damage was done or repairs are needed and allow the City to inspect the damage and or repairs.

(5) After startup of the facilities under the Discharge Permit, the District shall clean, retest, and revideo the portions of the collection system that were used under the Ranch at Caliterra Permit, if any.

(6) Upon acceptance by the City of the recleaned and retesting results of the portions of the collection system used for storage by the District, the District may connect to the West Interceptor. At that time, the collection will be accepted by the City for ownership, operation, and maintenance and the two (2) year warranty period of the collection system for the City shall begin. Once any portion of the collection system is accepted by the City, the District will not use that portion under the Ranch at Caliterra Permit.

(7) Upon the cessation of operations under the Ranch at Caliterra Permit, the collection and distribution facilities that were utilized shall be dedicated to the City, but the District or Owner will be responsible for the decommissioning and removal of any wastewater plant that was operating under the Ranch at Caliterra Permit. Facilities that are to the City that were utilized under the Ranch at Caliterra Permit must be cleaned, videotaped, and inspected to assure that the facilities are being conveyed in a state that is reasonably acceptable to the City.

(8) Upon the cessation of operations under the Ranch at Caliterra Permit, District shall deliver its billing records for its operations under the Ranch at Caliterra Permit to the City.

2.2 City's Current TCEQ TLAP Permit. The City currently provides wastewater service to the Caliterra subdivision pursuant to its existing TCEQ Permit Number WQ0014488001 ("City TLAP Permit"). The Caliterra subdivision is entitled to 674 LUE of the capacity from the City's TLAP Permit because Owner agreed to and provided an effluent holding pond, surface irrigation area, and surface irrigation system on land within the Caliterra Subdivision (hereafter referred to as the "Pond and Irrigation Area") sufficient to accommodate 1,063 LUEs. The City is allowed to and does use the Pond and Irrigation Area for effluent disposal via surface irrigation. The City TLAP Permit is sufficient to provide for the District's Final Reserved Share – Caliterra Subdivision and the City's Reserved Share. The District at its own discretion may utilize some of the District's Final Reserved Share – Caliterra Subdivision capacity for the Ranch at Caliterra. Costs associated with preparing Amendment 1 to the City's TLAP Permit and constructing and operating the facilities authorized by this Amendment 1 were allocated as set-forth in Exhibit B (attached hereto and made part of this Agreement). The District has received a pro-rata reimbursement for the capital costs associated with the regional gravity line along Onion Creek and Phase I of the regional lift station built to accommodate the extra capacity

obtained through this amendment pursuant to the reimbursement provisions of paragraph 5.2 of this Agreement to the extent that and as third parties utilize these facilities from the City's Reserved Share. Because the City shares in the costs for each phase of the irrigation system construction, the City shall have access to 36.6% of the Pond and Irrigation Area for its purposes (whether for beneficial reuse or to obtain additional capacity). The Parties agree that to the extent allowed by the permit, the irrigation system may be built in phases. To the extent that the City desires a particular phase of the irrigation system to be constructed before the District so desires, the District shall design and construct and the City shall fund the design and construction of that phase of the irrigation system and the City shall receive reimbursement (on a phase by phase basis) from the District in accordance with the allocations as set-forth on Exhibit B within 45 days from the time that the District first obtains capacity from the phase that was initially funded by the City. To the extent that the District desires a particular phase of the irrigation system to be constructed before the City so desires, the City shall provide it's share of the funding as set-forth at Exhibit B as payments to contractors become due.

2.3 City's TPDES Discharge Permit. The City has obtained Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003 ("Discharge Permit") and is currently preparing to construct facilities to operate the City System under the Discharge Permit. The District's Final Reserved Share – Ranch at Caliterra will be made available to the Owner and District upon construction of the facilities authorized by the Discharge Permit and connection of the Ranch at Caliterra to those facilities. The Pond and Irrigation Area shall remain on the Properties for use by the District to the extent needed for the District's Final Reserved Share and will remain on the Properties for use by the City to the extent needed for the City's Reserved Share. Costs associated with preparing this new application and constructing and operating the facilities authorized by the Discharge Permit shall be allocated as set-forth in Exhibit C (attached hereto and made part of this Agreement). The Owner and the District agree that the discharge point identified in the Discharge Permit Application will be allowed and that easements needed to effect such discharge shall be provided by the Owner or the District at no cost to the City. City agrees that it will City agrees that it will issue a bid award for the construction of the wastewater treatment plant authorized by the Discharge Permit by January 15, 2027.

2.4 Owner shall dedicate enough acreage at the Ranch at Caliterra Ranch to receive 30,000 gpd of treated effluent to be for Chapter 210 beneficial reuse ("Ranch at Caliterra Beneficial Reuse Acreage"). This Acreage is shown at Exhibit A. It shall be the City's responsibility to build, operate, and maintain the Ranch at Caliterra Beneficial Reuse Acreage to TCEQ standards, which includes, but is not limited to, 30 Texas Admin. Code § 210.22(c) ("There shall be no nuisance conditions resulting from the distribution, the use, and/or storage of reclaimed water."). The District may inspect City's operations to ensure proper operation and maintenance to TCEQ standards, including nuisance conditions.

(a) Owners' dedication of acreage at Ranch at Caliterra to receive 30,000 gpd of treated effluent is contingent on the City issuing a bid award for the construction of the wastewater treatment plant authorized by the Discharge Permit by January 15, 2027.

2.5 In partial consideration of the past and continuing relationship and use of wastewater facilities on District property, the City agrees to provide an expedited review process related to review of the Ranch at Caliterra. This includes all review, board and council hearings.

2.6 Owner shall convey to the City the easement identified at Exhibit D-2 for City System wastewater lines by February 1, 2027.

(a) Owners' conveyance of the easement of acreage identified at Exhibit D-2 is contingent on the City issuing a bid award for the construction of the wastewater treatment plant authorized by the Discharge Permit by January 15, 2027.

2.7 At its Board Meeting on August 13, 2026, District conveyed to the City the easement identified at Exhibit D-1 for City System wastewater lines based on two contingencies. Nothing in this Agreement changes that action. Upon satisfaction of those contingencies, the District shall convey the easement identified at Exhibit D-1 for City System

2.8 Use of Reclaimed Water Under the Discharge Permit. The District or Owner will be entitled to reclaim the District's Reserved Share under the Discharge Permit as follows: (a) the City will be responsible for the costs and work product required to obtain authorization from TCEQ for use of the reclaimed water; and (b) The District shall receive the reclaimed water without any additional charges. District agrees that during the time that the Chapter 210 beneficial reuse water is provided without charge, District will take and use as much beneficial reuse water as the City desires that District take and use (but not to exceed an amount that will provide a reasonable margin of safety to ensure compliance with any applicable laws, rules, or statutes).

2.9 Timing of Design and Construction of Facilities. The District is responsible for and has designed and constructed the required Pond and Irrigation Area under this Agreement.. The full District's Final Reserved Share – Caliterra Subdivision has been made and is currently available to the District under the City's TLAP Permit. The District's Final Reserved Share – Ranch at Caliterra will be made available to the District upon the construction of the of the facilities to operate phase I of the City's operations under the Discharge Pemrit (including construction of the West Interceptor).

2.10 City to Reserve Capacity and Reservation Fees. The City has already delivered the District's Initial Reserved Share and no Reservation Fees are now applicable. The District's Final Reserved Share will remain in effect after the discharge permit is issued as discussed in paragraph 2.2 of this Agreement. Because the District is providing the property for the Pond and Irrigation Area and is funding a substantial part of the facilities and upgrades necessary for the City's TLAP Permit, , there will be no reservation fee assessed to the District for the District's Final Reserved Share – Caliterra Subdivision or District's Final Reserved Share – Ranch at Caliterra until after issuance by TCEQ of the

Discharge Permit and construction by the City of facilities to serve the District under the Discharge Permit..

2.11 Timing of Payments. This paragraph has been completed but is retained for the purpose of recording the agreement regarding timing of payments. As infrastructure is designed and constructed pursuant to this Agreement, the costs are to be shared as provided in this Article 2 above. To the extent that the City has entered into contracts for the design and construction to be performed pursuant to this Agreement and, as work is performed under those contracts, becomes obligated to pay those costs, Owner and/or District agrees to pay (or reimburse) the City for the percentage of the costs in the "Caliterra" columns shown in Exhibits B, and C, of this Agreement. Regarding the timing of those payments from the Owner to the City, Owner agrees to promptly pay the "Caliterra" percentage of each invoice to the City within 60 days of the City's presentment to Owner and/or District of each invoice for such costs. The City agrees that it will not add a surcharge or "markup" for design work performed by consultants such as engineers, surveyors, attorneys, etc. Disputed invoices shall not be grounds for non-payment of subsequent invoices. As a clarification to Exhibits B, and C, Owner and/or District is not responsible for costs, including but not limited to preliminary design, final design or survey work that is conducted "upstream" of the Caliterra Subdivision.

To the extent that the Owner and/or District has entered into contracts for the design and construction to be performed pursuant to this Agreement and, as work is performed under those contracts, becomes obligated to pay those costs, City agrees to pay (or reimburse) the Owner and/or the District for the percentage of the costs in the "City" column in Exhibits B, and C of this Agreement. Regarding the percentage of each invoice to the Owner and/or District, City agrees to pay promptly the "City" percentage of each invoice to the Owner and/or District within 60 days of the Owner's and/or District's presentment to the City of each invoice for such costs. The Owner and District agree that each will no add a surcharge or "markup" for design work performed by consultants such as engineers, surveyors, attorneys, etc. Disputed invoices shall not be grounds for non-payment of subsequent invoices.

2.12 Rates. Nothing in this Agreement affects the City's control over rates charged to its customers. The City, not the District, shall have control over rates charged to its customers for use of the System, or any wastewater treatment plant or facilities constructed pursuant to this Agreement.

2.13 Review Fees. The City will waive its site development fees for irrigation areas in the permitted irrigation areas on the Properties, but Owner will reimburse City for reasonable actual costs associated with review of such areas.

2.14 The City will not accept or operate any grinder pumps as part of the City System. Ant grinder pumps that are utilized on the Caliterra Subdivision or the Ranch at Caliterra shall be private property and shall not be the responsibility of the City.

ARTICLE 3
WASTEWATER SERVICE TO THE PROPERTIES

3.1 Wastewater Service. Except for the Ranch at Caliterra Permit, the City operates an existing wastewater collection and treatment system, referred to in this Agreement as the System. The City collects, treats, and disposes of wastewater through the System.

3.2 Availability of Service. The City shall provide the District wastewater service through the System upon construction of the City's Wastewater Infrastructure and WW Expansion Facilities contemplated by this Agreement and upon Customer's execution of the City's then-current wastewater application form and payment of any fees required herein for commencement of service.

3.3 Wastewater Customer Obligations. This Agreement does not abrogate or otherwise alter, in any way, the future obligations of the District or its customers to comply with the City's Wastewater Ordinance, as that ordinance may be amended from time to time, including requirements related to wastewater service application, payment and other provisions governing retail wastewater service; payment of wastewater rates and fees; pretreatment requirements; service termination, interest, and other charges as provided in the ordinance for delinquent accounts; provided, the District shall not be required to pay any utility deposit, or any additional Connection Fees, Impact Fees or Capital Recovery Fees under Article II of the City's Wastewater Ordinance for connecting the reserved LUE's to the System, other than those due pursuant to **Article 5**. The District's residents will be retail customers of the City upon issuance by TCEQ of Amendments 1 and either New Permit Application and/or TLAP Amendment No. 2 as specified in this Agreement.

3.4 Wastewater CCN. If the City elects to file with the TCEQ an application for a wastewater CCN covering the Properties that is consistent with the City's service obligation under this Agreement, then the District agrees not to oppose or protest, or support any other person in opposing or protesting, such application.

3.5 Conveyance/Ownership of Wastewater Facilities. Upon final completion of construction, as evidenced by a certificate of final completion and acceptance by the City of a phase of the Wastewater Facilities, the District and/or Owner will dedicate and convey that phase of the Wastewater Facilities to the City, including any easements associated with that phase. The conveyance shall include access to public rights-of-way and easements are sufficient to permit the City to operate and maintain such Facilities. Following the acceptance and dedication of a phase of the Wastewater Facilities, the City will be responsible for the operation and maintenance of that phase of the Wastewater Facilities. The form of the dedication instruments, easement assignments and maintenance bonds shall be submitted for review and approval by the City, which will not be unreasonably withheld or delayed. In any event, the City agrees that the District shall have an undivided interest in the capacity of that portion of the City's Wastewater System, up to the capacity designed for the provision of wastewater service to the District by the City to the extent of the designed capacity of the conveyed systems and the payment of associated costs of said facilities by the District. In no way should this section be interpreted to mean that the

District shall have an undivided interest in capacities that exceed the amount needed to service the District, or in any capacities that the City should require to be included as oversizing. Notwithstanding anything to the contrary, the effluent holding pond and irrigation system constructed in the Caliterra Subdivision and Ranch at Caliterra will be owned by the District.

ARTICLE 4
WASTEWATER INFRASTRUCTURE STANDARDS AND CONSTRUCTION

4.1 Design and Construction of WW Improvements. The District shall design and construct, or cause to be constructed the WW improvements described in Paragraph 2.2 above.

4.2 Inspection by City. Any Wastewater Infrastructure constructed by District must be constructed in compliance with the City Wastewater Utility Standards as those standards exist at the effective date of this Agreement and TCEQ statutes and regulations. At the City's cost, the City has the right, but not the obligation, to inspect and test any Wastewater Infrastructure at any time, and the right to participate in a final inspection of all Wastewater Infrastructure, including any connection to the District's buildings or other structures on the Properties. To the extent that District undertakes any of its own inspections, the District will promptly provide copies of the resulting inspection reports to the City. With respect to any Wastewater Infrastructure not constructed by the City, the District or its Contractor shall notify the City when Wastewater Infrastructure is ready for final inspection. If the City concurs that construction of the Wastewater Infrastructure is substantially complete, then the City will schedule a final inspection by the City within ten (10) days. After such final inspection, the District shall timely correct any punch list items. If the City undertakes an inspection at its cost and that inspection results in a finding of noncompliance with TCEQ regulations, then, notwithstanding anything to the contrary in this paragraph, District will reimburse City for the costs of a City follow-up inspection to address the noncompliance item(s).

4.3 Wastewater Infrastructure Easements. All portions of the WW System Improvements will be able to be located in existing public rights-of-way or easements to be provided by District.

4.4 Operational Standards. The Pond and Irrigation Area shall be operated in accordance with applicable TCEQ permits, regulations and statutes.

ARTICLE 5
FEES

5.1 Payment of Connection Fees or Impact Fees. Builders and other contractors constructing homes shall be responsible for directly paying the City's Connection or Impact Fees for each LUE connected to the District's wastewater system. These fees shall be payable to the City in the amount specified for impact fees for new development pursuant to subsection (2)(D) of City Ordinance Section 20.02.005 at the time the builder or

contractor applies for a building permit with the City. The parties agree that the City will only assess an Impact Fee or a Connection fee but not both. Notwithstanding anything in this Agreement to the contrary, no service shall be provided until all applicable connection or impact fees have been paid pursuant to City Ordinance § 20.02.005.

5.2 Reimbursement. The City shall require any entity or person that is not the District or the District's resident that connects to or utilizes any facility that is contemplated by this Agreement and for which reimbursement is available pursuant to Article 20.05 (Wastewater Line Extension) of the City's Wastewater Ordinance, to pay their reasonable pro-rata share of the District's costs incurred for providing capacity greater than that needed by the District and its residents (hereafter "Reimbursement Costs"), and the City agrees to reimburse the District by paying the District or Owner on behalf of the District those pro-rata amounts collected from such persons. The pro-rata share to be attributable to Reimbursements Costs shall be determined by the City Engineer based on wastewater engineering factors, the City will adopt an ordinance establishing the charge for the line extension as provided by the Wastewater Ordinance, and the District's Reimbursement Costs shall be calculated and paid as provided in Chapter 20, Article 20.05 (Wastewater Line Extension) of the City's Wastewater Ordinance. Notwithstanding City Ordinance § 20.05.006(h), the reimbursement period under this Agreement shall apply until all applicable District costs have been reimbursed in full. To the extent that the City collects Reimbursement Costs from third parties prior to construction, the City will promptly deliver such funds to the District or Owner on behalf of the District and the District will credit such funds to the amount that it would otherwise be entitled as Reimbursement Costs. To the extent that the District or Owner are obligated to pay impact fees, the City agrees that the reimbursement amounts collected pursuant to this paragraph may be applied to those impact fees.

The City will be responsible for reimbursing Owner or the District for Owner's or District's payments to "over-size" capacity in the system. The City will make such payments to Owner or the District after the City has issued bonds as part of its Capital Improvement Plan for wastewater and will, within 90 days of being notified by District and/or Owner will commence making payments to the District or Owner for the "over-size" costs. The City's responsibility to reimburse Owner or the District does not arise until the City has issued bonds as part of its Capital Improvement Plan for wastewater.

ARTICLE 6
MISCELLANEOUS

6.1 Termination of Contract in Case of an Emergency. Whenever, because of an emergency so declared by the President of the United States, Governor of Texas, other lawful authority, or it becomes impossible for the District to obtain all of the necessary funding for the prosecution of the Work with reasonable continuity for a period of two months, the District shall within seven days notify the City in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of funding not obtainable. If after investigation, the City finds that such conditions exist and that the inability of the District to proceed is not attributable in whole or in part to the fault or

neglect of the District, then if the City cannot after reasonable effort assist the District in procuring and making available the necessary funding within 30 days, the District may request the City to terminate the Contract and the City shall within 30 days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for the portion of the Work previously completed and approved

6.2 Governing Law Jurisdiction and Venue. **THIS AGREEMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF HAYS COUNTY, AND HEREBY AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.**

6.3 Conspicuous Provisions. The City and District acknowledge that the provisions of this Agreement set out in **bold**, CAPITALS (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

6.4 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the notice is delivered in person to the person to whose attention the notice is addressed; (b) when received if the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five (5) business days after the notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within forty-eight (48) hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such changes to the other Party as provided in this section.

To the City: City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

City of Dripping Springs, Texas
Attn: City Administrator
P. O. Box 384

Dripping Springs, Texas 78620
FAX: (512) 858-5646

To District: Johnson Petrov LLP
Attn: Zach Petrov
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Zpetrov@johnsonpetrov.com

To Owner: CF CSLK Caliterra LLC
CF CSLK Carter LLC
c/o Gregory L. Rich
12222 Merit Drive, Suite 1020
Dallas, Texas 75251
FAX: (972) 960-2660
grich@siepiela.com

6.5 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the Owner nor District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the Owner and District.

6.6 Attorneys Fees. Each Party to this Agreement will pay their own attorneys fees in connection with negotiation and preparation of this Agreement.

6.7 Amendment**.** This Agreement may be amended only with the written consent of the District, the Owners and approval of the governing body of the City.

6.8 No Waiver**.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.9 Severability**.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the

provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

6.10 Captions**.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

6.11 Interpretation**.** The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation," and "days" means calendar days unless otherwise expressly stated.

6.12 Counterpart Originals**.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

6.13 Incorporation of Exhibits by Reference**.** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	210 Irrigation Acreage in Ranch at Caliterra
Exhibit B	Allocation of Costs associated with preparing Amendment 1 and constructing and operating the facilities authorized by Amendment 1.
Exhibit C	Allocation of Costs associated with preparing the Discharge Permit application and constructing and operating the facilities authorized by the Discharge Permit.
Exhibit D-1	Easement to be conveyed to City by District.
Exhibit D-2	Easement to be conveyed to City by Owner.

6.14 This Agreement fully replaces and supersedes the Initial Agreement. Upon execution of this Third Amended Wastewater Service and Impact Fee Agreement, the Initial Agreement is of no effect.

6.15 Effective Date. The Effective Date of this Agreement remains as in the initial agreement as the last date the agreement was signed. The Effective Date is April 13, 2014.

IN WITNESS WHEREOF, the signatories below each represent and warrant that they have the requisite authority to execute this Agreement in the capacity shown and to thereby bind the respective party for whom they sign, and have caused this contract to be duly executed in multiple counterparts, each of which shall constitute an original.

ATTEST:

_____
Name:
City Secretary

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
_____
(print name)
Title: _____

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

Date Executed:_____

CF CSLK CALITERRA LLC

BY:_____
Name:
Title:
Date:

CF CSLK CARTER LLC

BY:_____
Name:
Title:
Date:

HAYS COUNTY DEVELOPMENT DISTRICT NO. 1

BY:_____
Name:
Title:
Date:

Attest:_____

Secretary

EXHIBIT A

LEGEND

- 17 — LOT NUMBER
- (A) — BLOCK NUMBER
- PROPERTY LINE
- EXISTING CONTOUR MINOR
- 1160 — EXISTING CONTOUR MAJOR
- DEVELOPED CONTOUR MINOR
- 1160 — DEVELOPED CONTOUR MAJOR
- 100YR — 100-YEAR FLOODPLAIN
- IRRIGATION FIELDS 15.6 ACRES TOTAL

MATCHLINE SEE RIGHT

CALITERRA 3–9

CALITERRA 4–11

ARROYO MESA RANCH CO LTD TRACT 3 (49.360 ACRES) DOC. #9926422

ARROYO MESA RANCH CO LTD TRACT 2 (105.125 ACRES) DOC. #9926422

ARROYO MESA RANCH CO LTD TRACT 1 (10.00 AC) DOC. #9926422

100' WIDE PEDERNALES ELECTRIC COOPERATIVE ESMT. VOL. 1577, PG. 26

100' WIDE PEDERNALES ELECTRIC COOPERATIVE ESMT. VOL. 1081, PG. 26

DS TEN ACRES, LLC (9.999 ACRES) VOL 5310 PG 516

LIMESTONE – DRIPPING SPRINGS LLC (53.709 AC) VOL. P

1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN

0 150' 300'

SCALE: 1" = 150'

ROBIN'S EGG LOOP

WHISKEY BARREL DRIVE

PICKENS DRIVE

DREAM CATCHER LOOP

FLY CATCHER COVE

HICKORY GROVE DRIVE

BIRDHOUSE PASS

GARDEN SPRING LOOP

BROOKHILL DRIVE

HAWKTREE ROAD

HC CARTER WAY

STUB OUT

STUB OUT

MATCHLINE SEE LEFT

39	2.881 ACRES OPEN SPACE & W.Q.E. LOT
1	0.293 ACRES D.E. LOT
82	0.424 ACRES OPEN SPACE
17	1.696 ACRES OPEN SPACE W.Q. & D.E. LOT
81	3.554 ACRES OPEN SPACE LOT
79	1.095 ACRES OPEN SPACE
27	6.194 ACRES OPEN SPACE & D.E. LOT
78	37.325 ACRES OPEN SPACE D.E., W.Q., & P.U.E. LOT
1	1.264 ACRES OPEN SPACE & D.E. LOT
12	PARK LOT 13.506 ACRES
11	1.467 ACRES OPEN SPACE W.Q. & D.E. LOT
0.093 AC.	OPEN SPACE, ACCESS ESMT & D.E. LOT

JOHN COLEMAN HORTON III (105.54 ACRES) VOL. 4224, PG. 673

GF #R014-21059740 (45.00 LNL, 0.65 ACRES) DOC. NO.

HICKORY GROVE DRIVE

DESIGNED BY: QD

DRAFTED BY: QD

DATE

REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749 Phone No. (512) 280-5160
North Office: 12129 RR 620 N., Ste. 600 Austin, Texas 78750 www.cbdeng.com

SHEET NAME: CITY'S 210 IRRIGATION FIELDS PLAN

JOB NAME: THE RANCH AT CALITERRA

PROJECT: STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS

STATE OF TEXAS
QUYNN DUSEK
130416
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE July 2026

JOB NUMBER 5079

SHEET 1 OF 1

FILE PATH:\AC3D\5079\dwg\Construction Plans\MISC\5079-City's Irrigation Map.dwg — Jul 16, 2026 — 3:00pm

EXHIBIT B

EXHIBIT B

LIST OF IMPROVEMENTS FOR EXISTING WWTP AT CITY (MAJOR AMENDMENT 1)

	Caliterra		City
IMMEDIATE ACCESS TO 21,000 GPD IN EXISTING SYSTEM	0%		100%
MAJOR PERMIT AMENDMENT I PREPARATION AND PROCESSING	50%		50%
CITY WWTP EXPANSION TO 313,500 GPD - INTERIM II PHASE	63.4%		36.6%
CITY WWTP EXPANSION EFFLUENT FILTERS (186,000 GPD)	63.4%		36.6%
TREATED EFFLUENT PUMP STATION AT CITY WWTP	63.4%		36.6%
TREATED EFFLUENT RETURN LINE TO CALITERRA	63.4%		36.6%
TREATED EFFLUENT IRRIGATION PUMP STATION AT POND	100%		0%
EFFLUENT HOLDING POND	100%		0%
IRRIGATION SYSTEM (62,000 GPD) - INTERIM II PHASE 189,500 GPD	63.4%		36.6%
IRRIGATION SYSTEM (62,000 GPD) - INTERIM III PHASE 251,500 GPD	63.4%		36.6%
IRRIGATION SYSTEM (62,000 GPD) - INTERIM IV PHASE 313,500 GPD	63.4%		36.6%
IRRIGATION SYSTEM (35,000 GPD) - FINAL PHASE 348,500 GPD	0%		100%
REGIONAL GRAVITY LINE ALONG ONION CREEK	100%		0%
PHASE I OF REGIONAL LIFT STATION	100%		0%
Hays County Development District No. 1 Capacity	118,000	GPD	63.4%
City of Dripping Springs Capacity	68,000	GPD	36.6%
TOTAL ADDITIONAL CAPACITY	186,000	GPD	

LIST OF O&M FOR EXISTING WWTP AT CITY (MAJOR AMENDMENT 1)

	Caliterra		City
CITY 313,500 GPD WWTP - INTERIM II PHASE	0%		100%
CITY WWTP EXPANSION EFFLUENT FILTERS (186,000 GPD)	0%		100%
TREATED EFFLUENT PUMP STATION AT CITY WWTP	0%		100%
TREATED EFFLUENT RETURN LINE TO CALITERRA POND	0%		100%
TREATED EFFLUENT IRRIGATION PUMP STATION AT POND	100%		0%
EFFLUENT HOLDING POND	100%		0%
IRRIGATION SYSTEM (62,000 GPD) - INTERIM II PHASE 189,500 GPD	100%		0%
IRRIGATION SYSTEM (62,000 GPD) - INTERIM III PHASE 251,500 GPD	100%		0%
IRRIGATION SYSTEM (62,000 GPD) - INTERIM IV PHASE 313,500 GPD	100%		0%
MOWING OF CALITERRA IRRIGATION FIELDS	100%		0%
REGIONAL GRAVITY LINE ALONG ONION CREEK	0%		100%
PHASE I OF REGIONAL LIFT STATION	0%		100%

EXHIBIT C

EXHIBIT C

LIST OF IMPROVEMENTS FOR NEW WWTP AT CITY (DISCHARGE PERMIT 2)

	Caliterra		City
MAJOR PERMIT AMENDMENT 2 PREPARATION AND PROCESSING	0%		100%
WWTP IMPROVEMENTS	0%		100%
210 REUSE AUTHORIZATION APP PREPARATION AND PROCESSING	0%		100%
210 REUSE WATER FOR SEVEN YEARS AFTER CITY BEGINS DISCHARGING	0%		100%

LIST OF O&M FOR NEW WWTP AT CITY (DISCHARGE PERMIT 2)

	Caliterra		City
NEW CITY WWTP FOR DISCHARGE	0%		100%
TREATED EFFLUENT PUMP STATION AT CITY WWTP	0%		100%
TREATED EFFLUENT RETURN LINE TO CALITERRA POND	0%		100%
TREATED EFFLUENT IRRIGATION PUMP STATION AT POND	100%		0%
EFFLUENT HOLDING POND	100%		0%
IRRIGATION SYSTEM AT CALITERRA TRANSFERRED AS 210 REUSE	100%		0%
REGIONAL GRAVITY LINE ALONG ONION CREEK	0%		100%
REGIONAL LIFT STATION	0%		100%

EXHIBIT D-1

PLOTTED: 6/15/2026 4:34:59 PM

N

0 30' 60'

SCALE: 1" = 30'

SINGHAI ABHILASH & SWATI
CALITERRA PHASE 1 SECTION 1,
BLOCK A, LOT 24

MOTSON, GEORGE HUGH & LAURA B
CALITERRA PHASE 1 SECTION 1,
BLOCK A, LOT 23

CITY OF DRIPPING SPRINGS

SOUTH REGIONAL LIFT STATION
PROPOSED SANITARY SEWER EASEMENT

FLOODPLAIN

HAYS COUNTY DEVELOPMENT DIST NO. 1
CALITERRA PHASE 1 SECTION 1,
BLOCK A, LOT 1
36.611 ACRES

EXISTING 6" GRAVITY MAIN

25' WASTEWATER
EASEMENT

EXISTING 15" GRAVITY MAIN

EXISTING 10'Ø WET WELL

EXISTING CHAINLINK FENCE

20' WASTEWATER
EASEMENT

EXISTING 8" FORCEMAIN

30' PROP.
SANITARY SEWER
EASEMENT

50' TCEQ
WATER QUALITY
BUFFER ZONE

ANCHOR FAST LLC
5.00 ACRES

6 GM
15 GM
6 TE
8 FM
OH
X

M:\DWG\1950-C of DS West Interceptor\LIFT STATION\CAD\EXHIBITS\PROP LIFT STATION ESMNT.dwg 6/15/2026 4:34:28 PM Casey Clark

BURGESS & NIPLE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
TBPELS FIRM REGISTRATION NO. 10834

EXHIBIT D-2

****** Electronically Filed Document ******

Hays County Texas
Liz Q. Gonzalez
County Clerk

Document Number: 2015-15001177
Recorded As : ELECTRONIC RECORDING

Recorded On:	**January 14, 2015**
Recorded At:	**02:50:43 pm**
Number of Pages:	**12**
Book-VI/Pg:	**Bk-OPR VI-5115 Pg-289**
Recording Fee:	**$66.00**

Parties:

Direct- PHILLLIPS CEMETERY ASSOCIATION
Indirect- DEVELOPMENT SOLUTIONS CAT LLC

Receipt Number:	**386715**
Processed By:	**Patricia Gomez**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

COUNTY COURT OF HAYS COUNTY, TEXAS

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

STATE OF TEXAS §
§ KNOW ALL PEOPLE BY THESE PRESENTS:
COUNTY OF HAYS §

UTILITY EASEMENT

THAT The Phillips Cemetery Association ("Grantor"), of Hays County, Texas, for and in consideration of the execution and delivery of that certain Use and Maintenance Agreement of even date herewith between Grantor and **Development Solutions CAT, LLC**, a Delaware limited liability company ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does grant, bargain and convey to Grantee, its successors and assigns, a nonexclusive fifteen (15) foot utility easement in, over, across, beneath, and along a portion of Grantor's Land ("Grantor's Land" being 2.627 acres, more or less as shown on Exhibit "A" attached hereto and incorporated herein for all purposes), that portion being those certain parcels of land situated in Hays County, Texas, as described in the legal descriptions attached hereto as Exhibit B-1 and Exhibit B-2 and as depicted in the plats attached hereto as Exhibit C-1 and Exhibit C-2 ("Easement Area"), for the sole purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing the following utilities ("Utilities"): (i) underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines), water lines and telecommunications facilities, and (ii) above ground electric lines; and all attendant facilities thereto as Grantee may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities, all of which shall not materially extend above the grade of the ground (other than the electric lines) ("Utility Easement"). Grantee shall have the right of ingress and egress as it may deem necessary in the use of such Utility Easement, at any time, in, over, across, upon, beneath, and above the Easement Area, but only for the above stated purposes. Further, the Easement Area be not be available to the public.

As depicted in Exhibits "C-1" and "C-2" attached hereto, the grant of this Utility Easement includes the area identified as the "15' Temporary Construction Easement"; however, the use of this Temporary Construction Easement shall be limited to use only as reasonably necessary during the installation, construction and maintenance of the Utilities.

Grantee agrees that, upon completion of the initial construction of the Utilities, all surplus excavation materials, debris, trash, or litter resulting from or related to construction shall be cleaned up and disposed of off Grantor's Land and the Easement Area. Grantee at all times after completing any work within the Easement Area will restore the surface of the Easement Area to substantially the same condition in which the Easement Area was found immediately before such work was undertaken, allowing for reasonable substitution of building materials; however, Grantor understands and agrees that vegetation cleared from the Easement Area will not be replaced and that, except for this vegetation and other reasonable wear and tear resulting from installation and maintenance

of the Utilities, Grantee shall be responsible for any and all liabilities and damages resulting from Grantee's construction and subsequent work within the Easement Area and Grantor's Land contiguous to the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence and a roadway, without the Grantee's prior written consent.

TO HAVE AND TO HOLD the above described Utility Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Utility Easement unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, if Grantee abandons the Easement Area and/or the Utility Easement or if the Easement Area and/or the Utility Easement are used for purposes other than those specifically stated herein, the Utility Easement shall terminate and be of no further force or effect and the Easement Area shall immediately revert back to Grantor.

It is expressly provided that Grantee shall have the right to assign all or any portion of this Utility Easement, in whole or in part, to an affiliate of Grantee, Hays County Development District No. 1, the City of Dripping Springs, Texas, and/or any necessary utility companies and any and all such assignments will be specifically subject to the terms, obligations and conditions herein stated.

This Utility Easement shall be deemed to run with the land, and shall be binding on Grantor, and its legal representatives, successors and assigns.

[SIGNATURES ON THE FOLLOWING PAGES]

EXECUTED this the 10 day of December, 2014.

GRANTOR:

The Phillips Cemetery Association

By: _____
Name: Danny Hubbard
Title: Board President

STATE OF TEXAS §
§
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared Danny Hubbard, President of The Phillips Cemetery Association, known to me, or proved to me to be, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed it in the capacity therein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of December, 2014.

_____
Notary Public, State of Texas

My commission expires: _____

REX G. BAKER III
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
2-1-2017

AGREED AND ACCEPTED:

Development Solutions CAT, LLC

By: _____
Name: Judd Gilats
Title: Vice President

STATE OF ~~TEXAS~~ Minnesota §
§
COUNTY OF ~~HAYS~~ Hennepin §

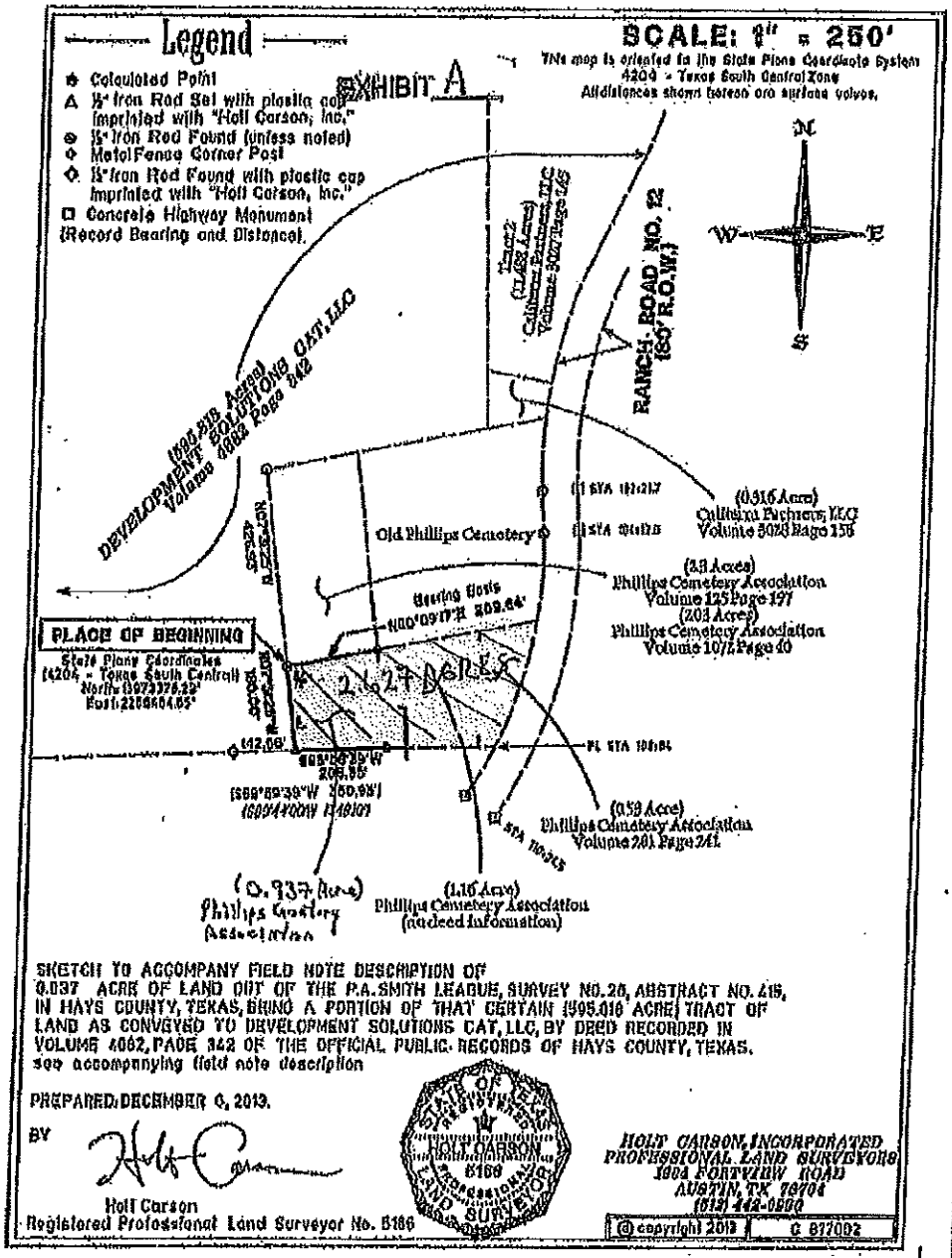
BEFORE ME, the undersigned authority, on this day personally appeared Judd Gilats, Vice President of Development Solutions CAT, LLC, a Delaware limited liability company, known to me, or proved to me to be, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed it in the capacity therein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of December, 2014.

_____
Notary Public, State of ~~Texas~~ Minnesota

My commission expires: January 31, 2019

LINDSAY JUNE MARY TSCHIDA
Notary Public - Notarial Seal
My Commission Expires
January 31, 2019



Grantor's Land

PCA/easements/useandmaintenanceagreement

EXHIBIT B-1

HOLT CARSON INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

November 5, 2014

FIELD NOTE DESCRIPTION OF A 15 FEET WIDE WASTEWATER LAND ACCESS EASEMENT, BEING 3,754 SQUARE FEET OF LAND OUT OF THE P.A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, AND BEING OVER AND ACROSS A PORTION OF THAT CERTAIN (0.53 ACRE) TRACT OF LAND AS CONVEYED TO PHILLIPS CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 281, PAGE 241 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, TOGETHER WITH A PORTION OF AN UNRECORDED (1.16 ACRE) TRAT OF LAND SET ASIDE FOR THE PHILLIPS CEMETERY ASSOCIATION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8" iron rod found at the Southwest corner of that certain (2.3/10 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 125, Page 197 of the Deed Records of Hays County, Texas, said cemetery tract also having been described as that certain (2.03 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 1072, Page 40 of the Official Public Records of Hays County, Texas same being an angle corner of that certain (595.818 acre) tract of land, as conveyed to Development Solutions Cat, LLC by deed recorded in Volume 4682, Page 342 of the Official Public Records of Hays County, Texas, from which a ½" iron rod found at the Northwest corner of said (2.3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, bears, N 07 deg. 31'25" W 426.93 ft.;

THENCE with the common line of said (2.3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts and said (595.818 acre) Development Solutions Cat, LLC tract, N 80 deg. 09'17" E 209.64 ft. to a chain link fence post found for the Southeast corner of said (2.3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being the Southwest corner of the Old Phillips Cemetery, also being the Northwest corner of an unrecorded (1.16 acre) tract of land set aside for the Phillips Cemetery Association, and also being an angle corner of said (595.818 acre) Development Solutions Cat, LLC tract;

THENCE with an East line of said (595.818 acre) Development Solutions Cat, LLC tract and the West line of said (1.16 acre) Phillips Cemetery Association tract, S 06 deg. 51'43" E 197.00 ft. to a calculated point for the end the Northeast corner and **PLACE OF BEGINNING** of the herein described easement;

THENCE crossing through the interior of said (1.16 acre) Phillips Cemetery Association tract, and also crossing through the interior of that certain (0.53 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 281, Page 241 of the Deed Records of Hays County, Texas, N 89 deg. 28'53" E 254.89 ft. to a calculated point in the curving West right-of-way of Ranch Road No. 12 for the Northeast corner of the herein described easement;

THENCE with the west right-of-way line of Ranch Road No. 12 along a curve to the right with a radius of 915.04 ft, for an arc length of 16.80 ft, and which chord bears, S 26 deg. 13'52" W 16.80 ft, to a calculated point at the Southeast corner of said (0.53 acre) Phillips Cemetery Association tract, same being the Southeast corner of the herein described easement and being 40 ft. right of record engineers station 108+80, from which a concrete highway monument found in the West right-of-way line of Ranch Road No. 12 and being 40 ft. right of record engineers station 110+34.5 bears, S 30 deg. 30'27" W 122.90 ft. (chord bearing and distance);

End of Page 1

3,754 square feet
Page 2 of 2

THENCE leaving the West right-of-way line of Ranch Road No. 12 with the South lines of said (0.53 acre) and (1.16 acre) Phillips Cemetery Association tracts, S 89 deg. 28'52" W 245.66 ft. to a chain link fence corner post for the Southwest corner of said (1.16 acre) Phillips Cemetery Association tract, same being the Southeast corner of said (595.818 acre) Development Solutions Cat, LLC tract and the Southwest corner of the herein described tract, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the South line of said (595.818 acre) Development Solutions Cat, LLC tract bears, S 88 deg. 58'39" W 350.93 ft.;

THENCE with the West line of said (1.16 acre) Phillips Cemetery Association tract and an East line of said (595.818 acre) Development Solutions Cat, LLC tract, N 06 deg. 51'43" W 15.09 ft. to the PLACE OF BEGINNING and containing 3,754 square feet of land.

PREPARED: November 5th, 2014

Holt Carson
Registered Professional Land Surveyor No. 5166

Reference plat no. C 877802

EXHIBIT B-2

HOLT CARSON INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

November 5, 2014

FIELD NOTE DESCRIPTION OF A 15 FEET WIDE WASTEWATER AND ACCESS EASEMENT, BEING 3,126 SQUARE FEET OF LAND OUT OF THE P.A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, AND BEING OVER AND ACROSS A PORTION OF THAT CERTAIN (595.818 ACRE) TRACT OF LAND AS CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC, BY DEED RECORDED IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8" iron rod found at the Southwest corner of that certain (2 3/10 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 125, Page 197 of the Deed Records of Hays County, Texas, said cemetery tract also having been described as that certain (2.03 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 1072, Page 40 of the Official Public Records of Hays County, Texas same being an angle corner of that certain (595.818 acre) tract of land, as conveyed to Development Solutions Cat, LLC by deed recorded in Volume 4682, Page 342 of the Official Public Records of Hays County, Texas, from which a ½" iron rod found at the Northwest corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, bears, N 07 deg. 31'25" W 426.93 ft.;

THENCE with the common line of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts and said (595.818 acre) Development Solutions Cat, LLC tract, N 80 deg. 09'17" E 209.64 ft. to a chain link fence post found for the Southeast corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being the Southwest corner of the Old Phillips Cemetery, also being the Northwest corner of an unrecorded (1.16 acre) tract of land set aside for the Phillips Cemetery Association, and also being an angle corner of said (595.818 acre) Development Solutions Cat, LLC tract;

THENCE with an East line of said (595.818 acre) Development Solutions Cat, LLC tract and the West line of said (1.16 acre) Phillips Cemetery Association tract, S 06 deg. 51'43" E 197.00 ft. to a calculated point for the and the Northeast corner and **PLACE OF BEGINNING** of the herein described easement;

THENCE continuing with an East line of said (595.818 acre) Development Solutions Cat, LLC tract and the West line of said (1.16 acre) Phillips Cemetery Association tract, S 06 deg. 51'43" E 16.08 ft. to a chain link fence corner post for the Southeast corner of said (595.818 acre) Development Solutions Cat, LLC tract, same being the Southwest corner of said (1.16 acre) Phillips Cemetery Association tract and the Southeast corner of the herein described easement;

THENCE with the South line of said (595.818 acre) Development Solutions Cat, LLC tract, which deviates from the North line of that certain (538.2 acre) tract of land as conveyed to Carole J. Smith as Trustee of The 1991 Penn Family Trust by deed recorded in Volume 1140, Page 278 of the Official Public Records of Hays County, Texas, and further described by metes and bounds in deed recorded in Volume 296, Page 600 of the Deed Records of Hays County, Texas, S 88 deg. 58'39" W 208.35 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." set for the Southwest corner of the herein described easement, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the South line of said (595.818 acre) Development Solutions Cat, LLC tract bears, S 88 deg. 58'39" W 142.58 ft.;

End of Page 1

3,126 square foot
Page 2 of 2

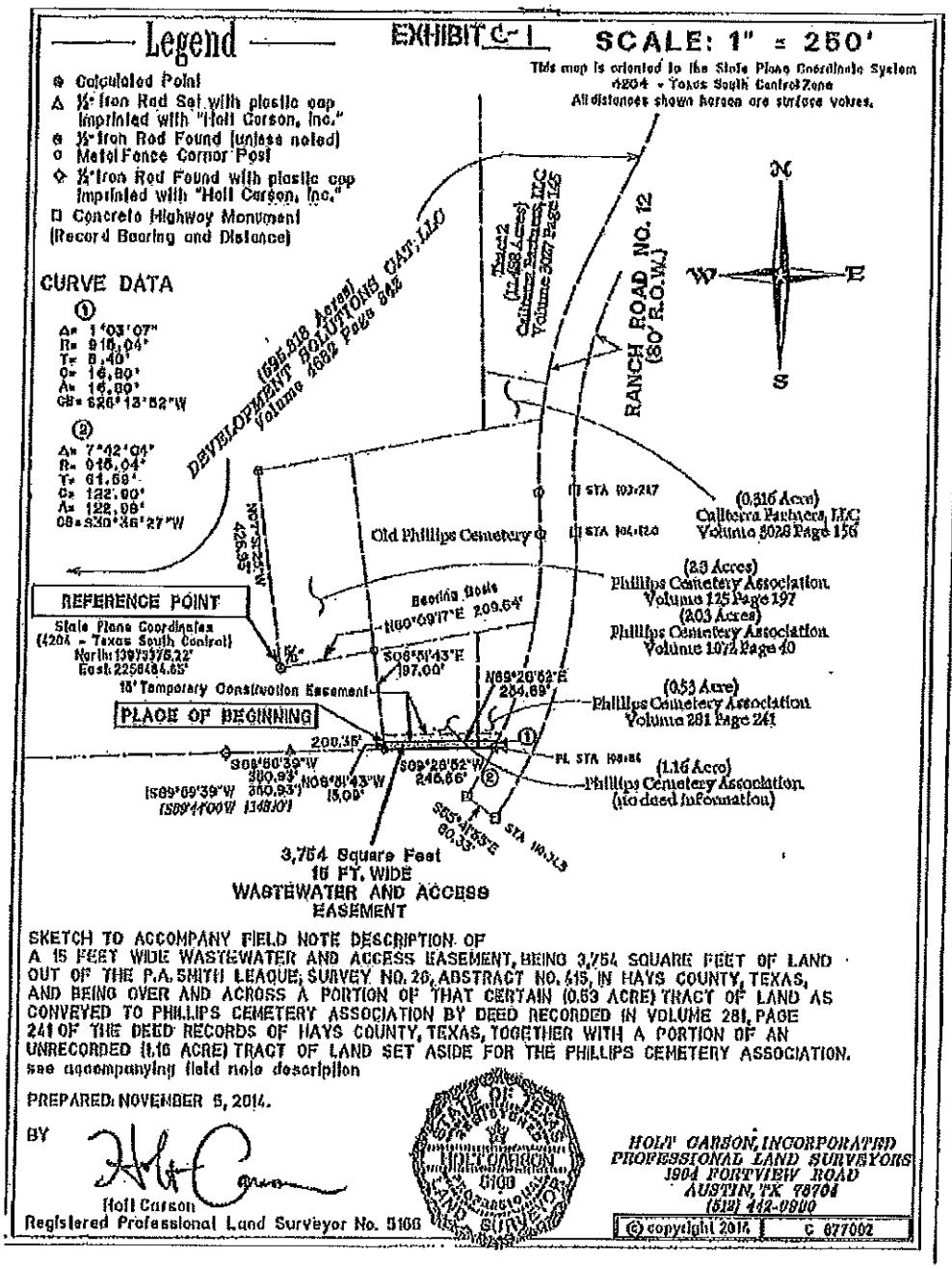
THENCE crossing through the interior of said (595.818 acre) Development Solutions Out, LLC tract, the following two (2) courses:

1.) N 07 deg. 31'25" W 15.10 ft. to a calculated point for the Northwest corner of the herein described easement;
2.) N 88 deg. 58'39" E 208.53 ft. to the PLACE OF BEGINNING and containing 3,126 square feet of land.

PREPARED: November 5th, 2014

Holt Carson
Registered Professional Land Surveyor No. 5166

Reference map no. C 877002



SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION OF A 15 FEET WIDE WASTEWATER AND ACCESS EASEMENT, BEING 3,754 SQUARE FEET OF LAND OUT OF THE P.A. SMITH LEAGUE, SURVEY NO. 26, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, AND BEING OVER AND ACROSS A PORTION OF THAT CERTAIN (0.53 ACRE) TRACT OF LAND AS CONVEYED TO PHILLIPS CEMETERY ASSOCIATION BY DEED RECORDED IN VOLUME 281, PAGE 241 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, TOGETHER WITH A PORTION OF AN UNRECORDED (1.16 ACRE) TRACT OF LAND SET ASIDE FOR THE PHILLIPS CEMETERY ASSOCIATION. see accompanying field note description

PREPARED: NOVEMBER 5, 2014.

BY

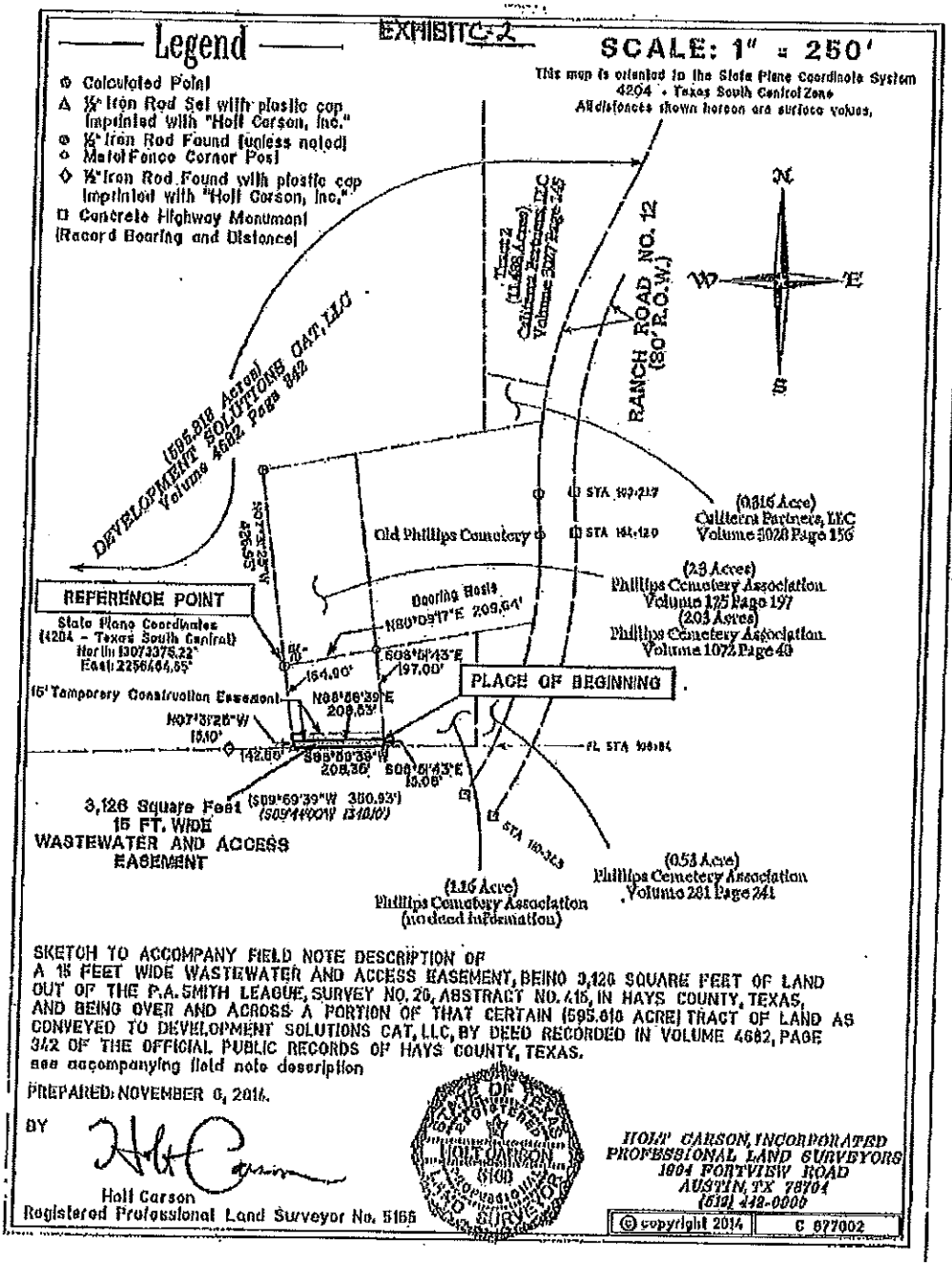
Holt Carson
Registered Professional Land Surveyor No. 5166

HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

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PCA/easements/useandmaintenanceagreement

EXHIBIT "2"



SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION OF A 15 FEET WIDE WASTEWATER AND ACCESS EASEMENT, BEING 3,126 SQUARE FEET OF LAND OUT OF THE P.A. SMITH LEAGUE, SURVEY NO. 26, ABSTRACT NO. 416, IN HAYS COUNTY, TEXAS, AND BEING OVER AND ACROSS A PORTION OF THAT CERTAIN (595.818 ACRE) TRACT OF LAND AS CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC, BY DEED RECORDED IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
see accompanying field note description

PREPARED: NOVEMBER 6, 2014.

BY

Holt Carson
Registered Professional Land Surveyor No. 5165

HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
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(512) 442-0990

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PCA/easements/uscandmaintenanceagreement

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

Council Meeting Date: September 15th, 2026

Agenda Item Wording: **Discuss and consider approval of the use of Dripping Springs Ranch Park FY26 funds to purchase a Skid Steer** *Sponsor: Council Member Sherrie Parks*

Agenda Item Requestor: Lily Sellers

Summary/Background: Staff is requesting authorization to utilize available FY26 funds within the Dripping Springs Ranch Park budget to replace the facility's existing New Holland skid steer. The current skid steer was purchased in 2017 and, due to its age and extensive use in daily park operations, has begun requiring increasingly frequent repairs and maintenance. Equipment failures have also resulted in the need to rent replacement equipment to maintain operations, creating additional costs and staff downtime.

Staff recommends purchasing a replacement skid steer through Tellus Equipment. In addition to improving reliability and reducing repair and rental expenses, the purchase would provide an opportunity to reduce ongoing preventative maintenance costs. DSRP currently contracts with Equipment Depot for routine service and preventative maintenance of the New Holland skid steer; transitioning to the new equipment would eliminate or reduce the need for this separate service arrangement.

The proposed purchase would be funded using remaining FY26 funds already available within the DSRP budget and would provide the facility with a more reliable piece of equipment necessary for routine maintenance, event preparation, arena operations, and other park needs. The quote received for the new 324G Tellus Skid Steer is $58,601.48. Currently, for funds in the DSRP Budget, we have 19,979.56 in the Other GL (200-401-70003) and we have $50,000.00 in Contingency GL (200-401-70002).

Commission Recommendations:

Recommended Council Actions: Staff recommends approval of the agreement

Attachments: Tellus 324G Skid Steer Quote

Next Steps/Schedule: Upon City Council approval, purchase equipment.

Prepared For

LILY SELLERS

DRIPPING SPRINGS RANCH PARK

1042 EVENT CENTER DR.

DRIPPING SPRINGS, TX 78620

(512) 435-7607

LSELLERS@CITYOFDRIPPINGSPRINGS.COM

Prepared By

Anthony Smith

Tellus Equipment Solutions

13220 W Highway 290

Austin, TX 78737

asmith@tellusequip.com

Quote Id 2609370

Creation Date 01-Sep-2026

Expiration Date 08-Sep-2026

Prepared For

LILY SELLERS

DRIPPING SPRINGS RANCH PARK

1042 EVENT CENTER DR.

DRIPPING SPRINGS, TX 78620

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asmith@tellusequip.com

Quote Id 2609370

Creation Date 01-Sep-2026

Expiration Date 08-Sep-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
JOHN DEERE 324G SKID STEER LOADER 00C2T-1T0324GMKPJ446451	**$83,836.00**	**$58,401.49**	**1**	**$58,401.49**
Equipment Total				**$58,401.49**

Quote Summary	
Total Selling Price	$58,401.49
Dealer Service Fee	$199.99
Sub-total	**$58,601.48**
Balance Due	**$58,601.48**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 2609370

Customer DRIPPING SPRINGS RANCH PARK

JOHN DEERE 324G SKID STEER LOADER 00C2T

QTY In Group : 1

Hours	2
Serial Number	1T0324GMKPJ446451
Stock Number	66007677
PUK Parent Serial #	- - -

Suggested List
$83,836.00
Selling Price
$58,401.49

Equipment Summary

Description	Qty	List Price
324G SKID STEER LOADER	1	$66,933.00

Base / Options

Description	Qty	List Price
ENGLISH OP MAN & DECALS	1	$0.00
ENGINE TURBO 4TNV98CT	1	$0.00
ISO SWITCHABLE CTLS & JS PPK	1	$1,111.00
PRE CLEANER	1	$488.00
REAR VIEW CAMERA	1	$912.00
2" SEAT BELT W/SHOULDERSTRAP	1	$228.00
AIR RIDE SEAT (CLOTH W HEAT)	1	$671.00
JDLINK	1	$1,777.00
DBL SET COUNTERWEIGHT	1	$402.00
2SP HIFL SLEV RC CB/AC PQT	1	$11,123.00
10X16.5 10 PR GAL BBY III HD	1	$191.00
Total Base / Options		**$83,836.00**
Selling Price Subtotal		
Total Selling Price		

Original Factory Build Codes

Code	Description
00C2T	324G Skid Steer Loader
00C2T8060	Engine Air Precleaner
00C2T0770	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome, Heat Seat, Radio

00C2T8305	Counterweight, (Double Set)
00C2T2040	10x16.5 10 PR Galaxy "Beefy Baby III" HD
00C2T9041	72 in Construction Bucket (17.8 cu ft) w/ Edge
00C2T0953	ISO-H Switchable Controls and EH Joystick Performance Package
00C2T6006	Air Suspension Seat (Cloth with Heat)
00C2T1301	Engine - Turbocharged
00C2T8042	Rear View Camera
00C2T4001	2-Inch Seat Belt with Shoulder Harness
00C2T1501	English Operator's Manual and Decals
00C2T170K	JDLink™



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COMMITTED

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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: Discuss and consider approval of an ordinance amending Appendix A, Article A1.000 (General Provisions), of the Dripping Springs Code of Ordinances to adopt revised Fiscal Year 2026–2027 fee schedules for Utilities, non-Chapter 437 Environmental Health services, Parks and Community Services, and The Stephenson; cross-reference existing utility rates adopted in Section 29.02.006; include the required TCEQ on-site wastewater treatment permit-application fee; direct staff to establish a Chapter 437 stakeholder-notice process, solicit feedback on proposed food-program fee and procedure changes, and return with recommendations for separate City Council consideration; and provide findings of fact, repealer, severability, codification, publication, effective date, and proper notice and meeting.

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

A. Recommended Action

City Council is asked to approve the fee-schedule amendment ordinance to:

(a) adopt the Utilities, non-Chapter 437 Environmental Health, Parks and Community Services, and The Stephenson fee changes described in Exhibits A-D;

(b) retain existing utility rates already adopted in Section 29.02.006 by reference rather than restating them in the master fee schedule;

(c) include the required $10 TCEQ OSSF permit-application fee;

(d) direct staff to develop, notice, receive feedback on, and return with proposed Chapter 437 food-program fee and procedure changes for separate Council consideration.

B. Summary

The proposed ordinance includes four exhibits:

(a) Exhibit A - Utilities Fee Schedule Amendments and Reference to Section 29.02.006;

(b) Exhibit B - Environmental Health Fee Schedule (non-Chapter 437 services only);

(c) Exhibit C - Parks and Community Services Master Fee Schedule; and

(d) Exhibit D - The Stephenson Master Fee Schedule.

The ordinance adopts the listed Utilities, non-Chapter 437 Environmental Health, Parks and Community Services, and The Stephenson changes. It does not adopt Chapter 437 food-program changes at this time.

Subject to final passage, required publication, and City Council's adoption of the Fiscal Year 2026-2027 budget, the fees and policies adopted by this ordinance are intended to take effect October 1, 2026.

The ordinance does not establish an effective date for proposed Chapter 437 food-program changes because those changes are not being adopted through this action. Any Chapter 437 changes will be considered later following stakeholder notice and feedback.

C. Background

City departments submitted recommended updates to the existing fee schedule for the upcoming fiscal year. The proposed ordinance adopts the revised Utilities, non-Chapter 437 Environmental Health, Parks and Community Services, and The Stephenson schedules. Chapter 437 food-program fee and procedure changes are not adopted by this action; staff will establish the required stakeholder-notice mechanism, publicly post proposed changes, solicit feedback for at least 60 days, and return with recommendations for separate City Council consideration. The North Hays County Fire Rescue fee schedule is not included because a final proposed schedule was not available for this action.

The revised schedules are adopted by exhibit so the Council-approved fee descriptions, amounts, deposits, discounts, and related conditions are maintained in one codified fee-schedule record. Fees, charges, and policies that are not expressly changed by an adopted exhibit remain in effect.

D. Proposed Fee-Schedule Updates

1. Utilities — Exhibit A

Exhibit A leaves the City’s existing water and wastewater rates, impact fees, deposits, application fees, and other charges governed by Section 29.02.006 rather than duplicating or amending those provisions in this ordinance. The exhibit instead isolates the utility-cost and operational changes for Fiscal Year 2026–2027.

The adopted changes increase the meter-set fee from $50 to $100; update listed meter prices for the 5/8-inch × 5/8-inch, 5/8-inch × 3/4-inch, 3/4-inch × 3/4-inch, and 1-inch × 1-inch meters; and increase the LTE-endpoint charge from $126 to $165. The schedule also adds 1.5-inch × 1.5-inch and 2-inch × 2-inch meter categories at $675 and $955, respectively, and establishes new operational charges: a $600 tampering fee plus repair materials, a $100 after-hours service-call fee for private-side issues, a $50 no-access fee when a fence blocks the right-of-way, and a $20 monthly late-payment billing fee. Finally, it adds $200 permit fees for both residential irrigation systems and stand-alone irrigation systems.

2. **Environmental Health — Exhibit B**

(a) Non-Chapter 437 provisions

Exhibit B adopts only non-Chapter 437 Environmental Health provisions. These include the City's on-site sewage facility fee structure and public swimming pool, spa, and public interactive water feature or fountain fees. The exhibit also includes the mandatory $10 TCEQ On-Site Wastewater Treatment Research Council fee collected with each OSSF permit application and remitted to TCEQ.

The ordinance does not revise or adopt Chapter 437 food-establishment fees, permits, inspection protocols, or procedures. Existing Chapter 437 provisions remain in effect unless amended by later Council action. The ordinance instead directs staff to establish the stakeholder-notice process, receive public feedback, and return to City Council with recommendations.

(b) On-site sewage facilities

For on-site sewage facilities, the exhibit retains the $600 standard residential permit, clarifying that it includes three inspections, and retains the $500 waiver or variance fee with express application to OSSF matters. It adds the mandatory $10 TCEQ research-council pass-through fee for each permit application; a $700 single-family engineer-designed permit; a $150 failed-inspection reinspection fee; $250 residential and $450 commercial amendment or engineer-adjustment fees; and a $180, one-hour-maximum pre-application conference fee. The commercial engineer-designed OSSF permit is reduced from $1,250 to $850 and is clarified to include three inspections.

(c) Pools, spaces, and public interactive water features or fountains

For pools, spas, and public interactive water features or fountains, the exhibit retains the $240 public-pool charge but recasts it as an annual operating permit and retains the $120 hourly requested-design or consultation rate with a one-hour minimum. It adds annual permits of $210 per public spa and $240 per public interactive water feature; replaces the prior hourly reinspection approach with a $150 charge per additional reinspection; and establishes new plan-review, resubmittal, major-revision, pre-opening-inspection, authorized complaint-investigation, and related aquatic-facility fees. The public interactive water-feature program is also subject to biennial cost review and an excess-revenue refund safeguard so that affected charges remain limited to reasonable program costs.

(d) Chapter 437 Food-Program Follow-Up Process

Phase	Staff Action	Council Action
After ordinance adoption	Establish stakeholder enrollment process and prepare proposed revisions	None
Notice period	Post proposed revisions and receive feedback for at least 60 days	None

Phase	Staff Action	Council Action
After feedback	Prepare final recommendations and responses	Consider separate Chapter 437 amendments
Following future Council action	Submit required materials to DSHS	Changes become effective only after applicable requirements are satisfied

3. **Parks and Community Services — Exhibit C**

Exhibit C makes broad pricing and policy changes across athletic fields, Veterans Memorial Park and The Triangle, the municipal pool, pavilions, parking lots, special events, banners, commercial activities, and itinerant-vendor applications. It narrows the resident-rate definition from persons within the city limits or ETJ to persons within the city limits. Athletic-field pricing is rebalanced: the resident rate increases from $25 to $30 per hour, the non-resident/non-profit rate decreases from $75 to $40 per hour, tournament and camp use increases from $100 to $125 per hour, and lighting, adult-softball, and scoreboard-related charges are increased or clarified.

For Veterans Memorial Park and The Triangle, the resident, non-resident/non-profit, and business/organization rates increase to $75, $100, and $125, respectively, for use of up to four hours, and the prior separate over-four-hours category is removed. Commercial-activity and itinerant-vendor application fees increase for both resident and non-resident applicants.

Pool admission, seasonal-pass, family-pass, and rental rates generally increase, with revised family-pass tiers allowing up to eight participants. The additional-lifeguard charge increases from $35 to $50 per hour, and the staffing threshold changes from one additional lifeguard per 50 persons over 50 attendees to one per 25 persons over 50 attendees. Pavilion hourly and daily rates, pavilion electricity, and parking-lot rates also increase; the pavilion-lawn charge is simplified to a single $20 rate. Special-event applications move from a $25 flat fee to a three-tier structure of $30, $50, or $100, while refundable escrow deposits increase to $200, $500, or $1,000 based on event size. Nonprofit banner placement increases from $25 to $30.

4. **The Stephenson — Exhibit D**

Exhibit D creates a new, separately organized master fee and policy structure for The Stephenson; because the Fiscal Year 2026 master schedule does not identify equivalent categories, all listed items are treated as additions rather than revisions to prior rates. The schedule establishes rental categories for Multi-Use A, Multi-Use B, the Full Facility, and the Greenroom, with peak and non-peak periods, full-day and half-day options, separate meeting rates, and distinctions between standard business or community use and full-service celebrations or receptions. It also establishes a $250 booking fee, a $500 refundable damage deposit, payment deadlines, cancellation terms, and $25 dishonored-payment and insufficient-funds fees. Additional adopted components include room-specific rental rates; nonprofit and government meeting rates; custodial and porter charges; staff, bar, holiday, after-hours, pop-up electricity, and extension-cord fees; event-specific charges for setup, enhanced audiovisual support, and audiovisual-engineer services; and resident, nonprofit, non-peak business-opportunity, and opening-year discounts.

E. Fiscal Impact

The proposed changes are intended to align fees more closely with service-delivery and cost-recovery objectives for Fiscal Year 2026–2027. The precise revenue effect cannot be determined from the submitted materials because it depends on service demand, permit volume, inspections, rentals, meter purchases, and program participation.

Program area	Expected fiscal effect	Additional action needed
Utilities meter fees	Increased recovery of supplier-related meter costs	Utilities should retain current supplier-pricing support.
New utility operational fees	Potential new revenue when applicable	Revenue depends on service calls, tampering events, access issues, late payments, and irrigation permits.
OSSF	Commercial engineered-system fee may decrease; $10 TCEQ charge is not City revenue	Confirm intended commercial-fee change and document OSSF program costs.
Pools, spas, and PIWFs	Potential additional cost recovery through new categories and plan-review fees	Document program costs; PIWF revenue remains subject to audit and refund requirements.
Parks and Community Services	Mix of increased and decreased rates; revised deposits and classifications	Department should estimate anticipated program and rental revenue using prior-year activity.
The Stephenson	Establishes a new rental and service-fee framework	Revenue cannot yet be projected without projected bookings and facility-use data.
Chapter 437 food program	No fiscal change through this ordinance	Existing food-program fees remain in effect pending the later stakeholder-feedback and Council process.

F. Legal and Administrative Considerations

Texas Local Government Code Section 51.001 authorizes a municipality to adopt or amend ordinances necessary or proper to carry out powers granted by law. The ordinance contains a standard conflict repealer, severability clause, codification direction, publication clause, effective-date provision, and Open Meetings Act finding.

The Council may consider and adopt the ordinance before adopting the Fiscal Year 2026–2027 budget. Texas Local Government Code Section 102.007 prescribes the process for budget adoption but does not require that a municipal fee ordinance be adopted only after the budget. The ordinance nonetheless conditions implementation on Council adoption of the Fiscal Year 2026–2027 budget.

Environmental Health fees remain subject to applicable state-law requirements. Because this ordinance does not revise Chapter 437 food-program fees or procedures, the required stakeholder-notice and feedback process will occur before any future Chapter 437 amendment is presented to City Council. If no stakeholders are enrolled, staff must document the City's available enrollment opportunity and that fact in the administrative record. Before a Chapter 437 fee schedule takes effect, the City must submit the applicable schedule to DSHS and comply with the applicable effective-date requirements. The ordinance directs the City Administrator, Environmental Health staff, City Secretary, and other appropriate City staff to complete required notices, submissions, registrations, approvals, and communications with DSHS, TCEQ, and other applicable state agencies. Staff must then administratively update the published Environmental Health Fee Schedule to identify the applicable effective date. A Chapter 437 fee or change may not be listed as effective before the 60th day after submission to DSHS, unless a later date applies by law.

G. Line-by-Line Comparison of Fee and Policy Changes

The tables below identify (1) changes adopted through this ordinance, (2) rates retained by cross-reference, and (3) proposed Chapter 437 food-program changes deferred for stakeholder notice, public feedback, and later City Council consideration.

(a) **Added** means the prior FY 2026 fee schedule does not show an equivalent fee.

(b) **Changed** means the ordinance changes an identified FY 2026 amount, category, or fee basis.

(c) **Removed** means the prior listed fee or category is not carried into the corresponding adopted schedule.

(d) **Retained by reference** means the rate remains governed by Section 29.02.006 and is not restated or amended by this ordinance.

(e) **Deferred** means the proposed Chapter 437 food-program change is not adopted by this ordinance and will return to Council after the stakeholder-notice and feedback process.

1. **Exhibit A — Utilities**

Status	Fee or Policy	FY 2026 Prior Treatment	FY 2027 Treatment	Notes
Retained by reference	Water and wastewater rates, impact fees, deposits, application fees, and charges established in Section 29.02.006	Governed by existing utility-rate ordinance	Continue under Section 29.02.006; not restated in this ordinance	Avoids duplicate codification of previously adopted Chapter 20 rates.
Changed	Meter set fee	$50.00	$100.00	Updated meter-cost charge.

Status	Fee or Policy	FY 2026 Prior Treatment	FY 2027 Treatment	Notes
Changed	5/8 inch × 5/8 inch meter	$177.00	$215.00	Updated supplier-cost charge.
Changed	5/8 inch × 3/4 inch meter	$177.00	$215.00	Updated supplier-cost charge.
Changed	3/4 inch × 3/4 inch meter	$199.00	$240.00	Updated supplier-cost charge.
Changed	1 inch × 1 inch meter	$236.00	$290.00	Updated supplier-cost charge.
Added	1.5 inch × 1.5 inch meter	No listed FY 2026 amount	$675.00	New listed size and fee.
Added	2 inch × 2 inch meter	No listed FY 2026 amount	$955.00	New listed size and fee.
Changed	LTE endpoint	$126.00	$165.00	Updated supplier-cost charge.
Added	Tampering fee	Not listed	$600.00 plus repair materials	New operational fee.
Added	After-hours service-call fee — private issue	Not listed	$100.00; not assessed for a public-side issue	New operational fee.
Added	No-access fee	Not listed	$50.00 when a City service call is made and a fence blocks the right-of-way	New operational fee.
Added	Late-payment billing fee	Not listed	$20.00/month	New billing fee.

Status	Fee or Policy	FY 2026 Prior Treatment	FY 2027 Treatment	Notes
Added	Residential irrigation permit	Not listed	$200.00	New permit fee.
Added	Stand-alone irrigation permit	Not listed	$200.00	New permit fee.

2. **Exhibit B — Environmental Health**

(a) Chapter 437 Food Program

Current Status. Because this ordinance does not amend the Chapter 437 food program, existing food-program fees and procedures remain in effect pending separate City Council action. The table below identifies existing provisions and proposed changes that may be considered during the stakeholder-notice process. It does not establish replacement fees.

Status	Fee or Policy	FY 2026 / Prior Treatment	Status as of September 15	Next Action
Deferred	Annual food-establishment permit	$450.00 annual fee	No revised fee adopted	Develop and notice proposed risk-based fee schedule; return to Council after stakeholder feedback.
Deferred	Food-establishment compliance inspection	$200.00	No revised fee or protocol adopted	Evaluate proposed criteria and fee structure through Chapter 437 process.
Deferred	Food reinspection	No separately identified food-reinspection fee	No new fee adopted	Consider a $150 fee only within applicable statutory conditions.

Status	Fee or Policy	FY 2026 / Prior Treatment	Status as of September 15	Next Action
Deferred	Food-permit change of name/ownership	$100.00	No revised fee adopted	Evaluate amendment and ownership-change structure after stakeholder feedback.
Deferred	Temporary food event fee	$30.00 per day	No revised fee adopted	Consider single-event and multiple-event permit structure after stakeholder feedback.
Deferred	Temporary-food application deadline	Not identified in FY 2026 schedule	No new deadline adopted	Consider 10-calendar-day processing deadline after stakeholder feedback.
Deferred	Mobile food unit permit	$200.00	No change adopted through this ordinance	Bring conforming Chapter 437B/mobile-food-vendor recommendation to Council.
Deferred	Child/adult care, church, and school food/sanitation fees	$300.00 annual permit for child/adult care sanitation and child/adult care, church, school establishment	No revised fee or procedure adopted	Clarify applicable regulatory authority and proposed fee structure.

Status	Fee or Policy	FY 2026 / Prior Treatment	Status as of September 15	Next Action
Deferred	Farmer/food-producer permit	No separately identified FY 2026 fee	No new fee adopted	Consider a Chapter 437-compliant annual permit structure after feedback.
Deferred	Plan review, additional pre-opening inspection, late-renewal, reinstatement, HACCP/variance/special-process review, and seasonal-food fee	No separate FY 2026 amounts identified	No fees adopted	Develop only if staff confirms authority, cost basis, and appropriate State comparator.

(b) On-Site Sewage Facilities

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Retained	Standard residential OSSF permit	$600.00	$600.00, including three inspections	No amount change; scope is clarified.
Added	TCEQ On-Site Wastewater Treatment Research Council fee	Not separately listed in FY 2026 master schedule	$10.00 per OSSF permit application	Mandatory pass-through; collected and remitted to TCEQ in addition to City fees.
Added	Single-family engineer-designed OSSF permit	No separate identified amount	$700.00, including three inspections	New separate category.

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Changed	Commercial engineer-designed OSSF permit	$1,250.00 commercial OSSF permit	$850.00, including three inspections	Proposed separate category and fee; confirm before final adoption that the $850 amount is intended to replace the current $1,250 commercial OSSF fee for applicable engineered systems.
Added	OSSF failed-inspection reinspection fee	No OSSF-specific fee identified	$150.00 per inspection	New separately listed OSSF fee.
Retained	OSSF waiver/variance request	$500.00 general waiver/variance fee	$500.00	No amount change; expressly applied to OSSF.
Added	OSSF amendment/engineer adjustment — residential	No separately identified amount	$250.00	New separate category.
Added	OSSF amendment/engineer adjustment — commercial	No separately identified amount	$450.00	New separate category.
Added	OSSF pre-application conference	No separately identified amount	$180.00; maximum one hour	New optional service fee.

(c) Pools, Spas, and Public Interactive Water Features or Fountains

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Retained / clarified	Public swimming pool inspection	$240.00 per swimming facility	$240.00 per pool annual operating permit	Same amount; converted to a stated annual permit structure.
Added	Public spa annual operating permit	No separate listed fee	$210.00 per spa	New category.
Added	PIWF annual operating permit	No separate listed fee	$240.00 per feature	New category; subject to cost-recovery controls.
Changed	Pool/spa/PIWF reinspection	More than one public-pool reinspection: $120.00/hour	$150.00 per additional reinspection	Replaces prior hourly approach for covered facilities.
Added	Pool/spa treatment-system plan review	No separate listed fee	$400.00 first system; $250.00 each additional system	New fee structure.
Added	Separate enclosure/aquatic-area plan review	No separate listed fee	$400.00 base fee	New fee.
Added	PIWF plan review	No separate listed fee	$400.00 per PIWF	New fee.
Added	Subsequent plan-review resubmittal	No separate listed fee	$100.00	New fee; first resubmittal included.
Added	Major design revision	No separate listed fee	$200.00	New fee.

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Added	Certificate of occupancy/pre-opening inspection	No separate listed fee	$200.00 per regulated aquatic facility	New fee.
Retained / clarified	Requested design or consultation service	$120.00/hour	$120.00/hour; one-hour minimum	Same hourly amount; scope is clarified.
Added	Fee-based complaint investigation	No separate listed fee	$60.00 when authorized as a fee-based regulatory service	New fee.
Added	PIWF biennial audit and excess-revenue refund safeguard	Not listed	Required cost-recovery administration	Policy safeguard; not a charge.

3. **Exhibit C — Parks and Community Services**

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Changed	Resident definition	City limits or ETJ	City limits	Changes eligibility for resident rate.
Changed	Athletic-field use, resident	$25.00/hour	$30.00/hour	Two-hour minimum remains.
Changed	Athletic-field use, non-resident/non-profit	$75.00/hour	$40.00/hour	Rate decreases.
Changed	Athletic-field use, tournaments/camps/clinics	$100.00/hour	$125.00/hour	Rate increases.

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Changed	Electricity/lights, single use	$35.00/hour	$40.00/hour	Rate increases.
Changed	Adult softball field use	$75.00 per field/day	$80.00 per field/day	Rate increases.
Changed	Adult softball electricity/lights and scoreboard	$75.00 per field/day	$80.00 per field/day	Rate increases and adds scoreboard description.
Changed	Veterans Memorial Park/Triangle use — resident	$50.00 under four hours	$75.00 up to four hours	Rate increases.
Changed	Veterans Memorial Park/Triangle use — non-resident/non-profit	$80.00 under four hours	$100.00 up to four hours	Rate increases.
Changed	Veterans Memorial Park/Triangle use — business/organization	$100.00 under four hours	$125.00 up to four hours	Rate increases.
Removed	Veterans Memorial Park/Triangle over-four-hours rate	$100.00 / $160.00 / $200.00	Removed	No separate over-four-hours category is adopted.
Changed	Commercial activity permit, resident	$50.00 for 90 days	$75.00 for 90 days	Rate increases.
Changed	Commercial activity permit, non-resident	$75.00 for 90 days	$85.00 for 90 days	Rate increases.
Changed	Pool daily entry — resident child	$3.00	$6.00	Rate increases.

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Changed	Pool daily entry — resident teen/adult	$5.00	$7.00	Rate increases.
Changed	Pool daily entry — resident senior	$4.00	$6.00	Rate increases.
Changed	Pool daily entry — non-resident child	$6.00	$8.00	Rate increases.
Changed	Pool daily entry — non-resident teen/adult	$7.00	$10.00	Rate increases.
Changed	Pool daily entry — non-resident senior	$6.00	$8.00	Rate increases.
Changed	Pool summer pass — resident child/senior	$50.00	$60.00	Rate increases.
Changed	Pool summer pass — resident teen/adult	$65.00	$75.00	Rate increases.
Changed	Pool summer pass — non-resident child/senior	$80.00	$90.00	Rate increases.
Changed	Pool summer pass — non-resident teen/adult	$95.00	$100.00	Rate increases.
Changed	Pool family pass — resident	$130.00 for four; $155.00 for five	$150.00 for four or fewer; $175.00 for up to eight	Changes price and expands second category.
Changed	Pool family pass — non-resident	$155.00 for four; $180.00 for five	$175.00 for four or fewer; $200.00 for up to eight	Changes price and expands second category.

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Changed	Pool rental — resident	$100.00/hour	$125.00/hour	Two-hour minimum remains.
Changed	Pool rental — non-resident/non-profit	$125.00/hour	$150.00/hour	Two-hour minimum remains.
Changed	Pool rental — business/organization	$200.00/hour	$250.00/hour	Two-hour minimum remains.
Changed	Additional lifeguard	$35.00/hour; one per 50 persons over 50 attendees	$50.00/hour; one per 25 persons over 50 attendees	Rate and staffing threshold change.
Changed	Pavilion hourly rate — resident	$30.00	$35.00	Rate increases.
Changed	Pavilion hourly rate — non-resident/non-profit	$50.00	$75.00	Rate increases.
Changed	Pavilion hourly rate — business/organization	$150.00	$175.00	Rate increases.
Changed	Pavilion daily rate — resident	$150.00	$200.00	Rate increases.
Changed	Pavilion daily rate — non-resident/non-profit	$250.00	$400.00	Rate increases.
Changed	Pavilion daily rate — business/organization	$600.00	$800.00	Rate increases.

Status	Fee or Policy	FY 2026 / Prior Treatment	FY 2027 Treatment	Notes
Changed	Pavilion lawn area	$15.00 resident / $25.00 non-resident	$20.00 for all categories	Simplifies to one rate.
Changed	Pavilion electricity	$10.00	$15.00	Rate increases.
Changed	Parking-lot use — resident	$100.00/hour	$125.00/hour	Rate increases.
Changed	Parking-lot use — non-resident/non-profit	$250.00/hour	$300.00/hour	Rate increases.
Changed	Parking-lot use — business/organization	$400.00/hour	$500.00/hour	Rate increases.
Changed	Special-event application fee	$25.00 flat fee	$30.00 small / $50.00 intermediate / $100.00 large	Changes to tiered structure.
Changed	Special-event escrow deposit	$100.00 small / $200.00 intermediate / $500.00 large	$200.00 small / $500.00 intermediate / $1,000.00 large	Deposit increases.
Changed	Non-profit Triangle banner placement	$25.00	$30.00	Rate increases.
Changed	Itinerant-vendor application — resident	$50.00	$75.00	Rate increases.
Changed	Itinerant-vendor application — non-resident	$75.00	$85.00	Rate increases.

4. **Exhibit D — The Stephenson**

The submitted materials present The Stephenson as a new, separately organized master fee schedule. Accordingly, each listed item is treated as a new schedule category, fee, policy, or discount structure based on the submitted Stephenson draft schedule.

Status	Fee or Policy Group	FY 2027 Treatment
Added	Facility-rental categories	Establishes Multi-Use A, Multi-Use B, Full Facility, and Greenroom rental categories, together with peak/non-peak, full-day, half-day, meeting-rate, and event-type definitions.
Added	Booking, deposit, payment, and cancellation terms	$250.00 booking fee; $500.00 refundable damage deposit; 120-day payment deadlines; stated cancellation schedule; $25.00 dishonored-payment and NSF fees.
Added	Room rental fees	Establishes listed rental rates for Multi-Use A, Multi-Use B, Full Facility, and Greenroom options for standard events and full-service celebrations/receptions.
Added	Meeting rates	Establishes general and nonprofit/government meeting rates for each facility configuration.
Added	Custodial fees	Establishes custodial fees by rental configuration and event type, including additional porter-service fees for full-service events.
Added	Additional fees	Establishes staff, bar, holiday, after-hours, pop-up electricity, and extension-cord charges; authorizes event-specific Manager determinations for table setup/breakdown, enhanced AV, and audio/visual engineer services.
Added	Discount program	Establishes resident, nonprofit, non-peak business-opportunity, and opening-year discounts.

H. Attachments

1. Draft ordinance with exhibits

City of Dripping Springs

FY 2026–2027 Fee Schedule Amendment Ordinance

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING APPENDIX A, ARTICLE A1.000 (GENERAL PROVISIONS), OF THE DRIPPING SPRINGS CODE OF ORDINANCES; ADOPTING REVISED FISCAL YEAR 2026–2027 FEE SCHEDULES FOR UTILITIES, ENVIRONMENTAL HEALTH, PARKS AND COMMUNITY SERVICES, AND THE STEPHENSON; PROVIDING FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, PUBLICATION, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs, Texas (the **City**), finds that periodically reviewing and updating the City's rates, fees, and charges promotes the orderly administration of City services and recovery of authorized costs; and

WHEREAS, City staff has presented proposed Fiscal Year 2026–2027 schedules for Utilities, Environmental Health, Parks and Community Services, and The Stephenson; and

WHEREAS, the City Council finds that the revised schedules attached to this Ordinance are in the public interest, are intended to be implemented in connection with the City's Fiscal Year 2026–2027 budget, and are subject to applicable state-law limitations and requirements; and

WHEREAS, the City Council has authority to adopt and amend ordinances necessary or proper to carry out powers granted to the City by law; and

WHEREAS, the City Council desires to amend the City's fee schedule accordingly.

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

1. Findings of Fact

The recitals contained in the preamble of this Ordinance are found to be true and correct and are adopted as findings of fact.

2. Amendment and Adoption of Fee Schedules

2.1 Amendment

(a) Appendix A, Article A1.000 (General Provisions), of the Dripping Springs Code of Ordinances is amended by adopting the Fiscal Year 2026–2027 fee schedules attached to this Ordinance as provided for in this Ordinance.

(b) The following exhibits are attached to and incorporated into this Ordinance.

(1) Exhibit A — Utilities Fee Schedule Amendments and Reference to Section 29.02.006, Fiscal Year 2026–2027

(2) Exhibit B — Environmental Health Fee Schedule (Non-Chapter 437 Fees), Fiscal Year 2027;

(3) Exhibit C — Parks and Community Services Master Fee Schedule, Fiscal Year 2027; and

(4) Exhibit D — The Stephenson Master Fee Schedule, Fiscal Year 2027.

2.2 Effect of Exhibits

Each exhibit listed in Section **Error! Reference source not found.** is adopted, incorporated into this Ordinance for all purposes, and controls the City's rates, fines, fees, charges, deposits, discounts, and related payment requirements addressed in that exhibit.

2.3 Existing Fees Not Amended

(a) The exhibits replace only the corresponding portions of the fee schedule previously in effect.

(b) Unless City Council expressly adopts a final fee amount for that item in the executed exhibit, the corresponding fee previously in effect remains unchanged.

2.4 Excluded Items

(a) Utilities rates and charges established in Section 29.02.006 of the Dripping Springs Code of Ordinances remain governed by that section unless expressly amended by this Ordinance.

(b) No amendment to the North Hays County Fire Rescue fee schedule is made by this Ordinance. A future amendment may be considered after a final proposed fire fee schedule is submitted to the City Council.

2.5 Environmental Health Fees

Exhibit B adopts only the non-Chapter 437 Environmental Health fees and related provisions identified in that exhibit. The City shall administer those fees only to the extent authorized by applicable law. If a provision of Exhibit B conflicts with state law, state law controls, and the City shall not collect a fee that is not authorized by state law.

2.6 Chapter 437 Stakeholder-Notice, Feedback, and Return-to-Council Process

(a) The City Council does not adopt or revise by this Ordinance any fee, permit, inspection protocol, or procedure governed by Texas Health and Safety Code Chapter 437. The City Administrator, Environmental Health staff, City Secretary, and other appropriate City staff are directed to:

(1) establish and maintain the stakeholder email-update enrollment opportunity required by Texas Health and Safety Code Section 437.0127;

(2) prepare and publicly post proposed Chapter 437 fee, permit, inspection-protocol, and procedure changes;

(3) provide at least 60 days' email notice of the proposed changes to all stakeholders enrolled for the City's Chapter 437 email updates;

(4) receive, review, and evaluate stakeholder feedback submitted during the notice period;

(5) prepare final proposed Chapter 437 changes and recommendations for City Council that identify and take into account stakeholder feedback; and

(6) return to City Council for separate consideration of the final proposed Chapter 437 changes.

(b) The Environmental Health fees adopted by Exhibit B are limited to non-Chapter 437 programs and shall be administered only to the extent authorized by applicable law.

3. Repealer

All ordinances and parts of ordinances in conflict with this Ordinance are repealed only to the extent of the conflict. This Ordinance controls over a conflicting provision in a prior fee schedule concerning a matter expressly addressed in an adopted exhibit.

4. Severability

If any provision, section, subsection, sentence, clause, phrase, or application of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and applications shall remain in effect to the fullest extent permitted by law.

5. Codification

The City Secretary is directed to maintain the fee schedules adopted by this Ordinance with Appendix A, Article A1.000, of the Dripping Springs Code of Ordinances and to make the adopted schedules available to the public in the manner required by law.

6. Publication

The City Secretary shall cause this Ordinance or its caption to be published as required by applicable law.

7. Effective Date

(a) This Ordinance may be adopted before adoption of the City's Fiscal Year 2026–2027 budget. Except as provided by Sections 7.2 and 7.3, the fees and schedules adopted by this Ordinance take effect on October 1, 2026, after final passage and publication as required by law.

(b) Implementation of a fee, rate, charge, deposit, discount, or policy adopted by this Ordinance is contingent on City Council adoption of the Fiscal Year 2026–2027 budget. If the City Council has not adopted that budget by October 1, 2026, the affected provisions take effect on the date the budget is adopted, unless City Council takes separate action establishing a different lawful effective date.

(c) A fee subject to a state-law submission, registration, notice, waiting-period, approval, or other prerequisite takes effect only after the City completes that prerequisite. In particular, a fee schedule governed by Texas Health and Safety Code Chapter 437 may not take effect before the period required by Texas Health and Safety Code Section 437.0124 has elapsed following the City's submission of the schedule to the Texas Department of State Health Services.

8. Proper Notice and Meeting

It is 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 the meeting was given as required by the Texas Open Meetings Act, Texas Government Code Chapter 551.

PASSED AND APPROVED on this ___ day of _____, 2026.

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Bill Foulds Jr., Mayor

ATTEST:

_____
Diana Boone, City Secretary

Exhibit A
Utilities Fee Schedule Amendments and Reference To Section 29.02.006
Fiscal Year 2026–2027

All water and wastewater rates, impact fees, deposits, application fees, service fees, and other charges established by Section 29.02.006 of the Dripping Springs Code of Ordinances remain governed by that section, as amended. This Exhibit does not restate or amend a rate or charge already adopted in Section 29.02.006 unless expressly listed below.

Service or Fee	Adopted Fee
New Water Service Fees	
Meter Set Fee	$100.00
5/8 inch × 3/4 inch Meter	$215.00
3/4 inch × 3/4 inch Meter	$240.00
1 inch × 1 inch Meter	$290.00
1.5 inch × 1.5 inch Meter	$675.00
2 inch × 2 inch Meter	$955.00
LTE Endpoint	$165.00
New Water and Wastewater Service Fees	
Tampering Fee	$600.00 plus repair materials
Service Call After-Hours Fee — Private Issue	$100.00; no fee if issue is on the public side rather than a private issue
No-Access Fee	$50.00; charged when a City service call is made and a fence blocks the right-of-way
Late Payment Billing Fee	$20.00/month
Residential irrigation permit	$200.00

Exhibit A
Utilities Fee Schedule Amendments and Reference To Section 29.02.006
Fiscal Year 2026–2027

Service or Fee	Adopted Fee
Stand-alone irrigation permit	$200.00

Exhibit BEnvironmental Health Fee Schedule (Non-Chapter 437 Fees)
Fiscal Year 2027

1. General Provisions

(a) Terms defined by applicable Texas statutes and rules have the meanings assigned by those authorities. If this Schedule conflicts with applicable state law, state law controls.

(b) **Chapter 437 Requirements.** Fees for food establishments and temporary food establishments under Texas Health and Safety Code Chapter 437 are subject to all applicable state fee limitations, notice, submission, and effective-date requirements.

(c) **Mobile Food Vendors.** This Schedule does not impose a City food permit, fee, registration, or inspection requirement on a mobile food vendor or food vending vehicle licensed by the Texas Department of State Health Services under Texas Health and Safety Code Chapter 437B. Nothing in this provision limits enforcement of nonconflicting generally applicable City requirements or activities authorized by a collaborative agreement with DSHS or in response to a reported foodborne illness.

(d) **Effective-Date Notation.** City staff shall add an administrative notation to the published version of this Schedule identifying the effective date of each Environmental Health fee or program change after all applicable state notice, submission, registration, approval, and waiting-period requirements have been completed. A Chapter 437 fee or change may not be shown as effective before the 60th day after the City submits the applicable fee schedule to the Texas Department of State Health Services, unless a later effective date is required by law. This notation is ministerial and does not amend a substantive provision of this Schedule.

Service	Fee
TCEQ On-Site Wastewater Treatment Research Council fee	$10.00

2. On-Site Sewage Facilities

These fees apply only while, and to the extent that, the City is an authorized agent administering the OSSF program under a TCEQ-approved order, ordinance, or resolution.

Service	Fee
Single-family dwelling standard-system permit application, including three inspections	$600.00

Service	Fee
Single-family dwelling engineer-designed system permit application, including three inspections	$700.00
Commercial engineer-designed system permit application, including three inspections	$850.00
Reinspection after failed inspection	$150.00 per inspection
Waiver/variance request	$500.00
Amendment/engineer adjustment after authorization to construct — single-family residential	$250.00
Amendment/engineer adjustment after authorization to construct — commercial	$450.00
Pre-application conference/meeting, by appointment, maximum one hour	$180.00

3. Public Swimming Pools, Spas, and Public Interactive Water Features or Fountains

Service	Fee
Public swimming pool annual operating permit	$240.00 per pool
Public spa annual operating permit	$210.00 per spa
Public interactive water feature or fountain annual operating permit	$240.00 per feature
Reinspection	$150.00 per additional reinspection
First filtration/treatment system for a public pool or spa within one enclosure	$400.00
Each additional separate filtration/treatment system within the same enclosure	$250.00
Separate enclosure, yard, or aquatic area requiring independent pool/spa plan review	$400.00 base fee

Service	Fee
PIWF plan review	$400.00 per PIWF requiring health plan review
Second and each subsequent plan-review resubmittal	$100.00
Major design revision	$200.00
Certificate of occupancy/pre-opening inspection	$200.00 per regulated aquatic facility
Requested design or consultation service outside normal permitting and inspection process	$120.00/hour; one-hour minimum
Complaint investigation when it constitutes a City-authorized fee-based regulatory service	$60.00

3.1 PIWF Cost Recovery

PIWF permit and inspection fees must be reasonable and may not exceed program costs. The City's auditor shall review the PIWF program at least once every two years and the City shall refund revenue determined to exceed program cost, as required by applicable law.

Exhibit C
Parks and Community Services Master Fee Schedule
Fiscal Year 2027

1. General Provisions

(a) **Resident:** Residing address within the City limits.

(b) **Non-Resident:** Residing address outside the City limits.

(c) **Non-Profit:** As defined by ordinance.

(d) Fees and deposits are due in full when staff approves the rental request, unless this Schedule states otherwise.

(e) Credit-card and debit-card processing fee: no more than five percent of the payment, as defined by ordinance.

(f) Service charge for a dishonored credit-card or debit-card payment: $25.00.

(g) NSF fee for returned checks: $25.00.

2. Field Use Fees

Athletic fields may be used only for the purpose for which they were built unless the Parks and Community Services Director gives prior written approval. The refundable field or park-amenity deposit is $100.00. Additional charges for trash pickup or damage may be assessed as determined by the Parks and Community Services Director after consultation with Dripping Springs Youth Sports Association when appropriate.

Fee	Resident	Non-Resident & Non-Profit	Tournaments, Camps & Clinics
Athletic field use, hourly; two-hour minimum	$30.00	$40.00	$125.00
Electricity/lights, hourly	$40.00	$40.00	$40.00
Adult softball league field use, per field per day	$80.00	$80.00	N/A
Adult softball league electricity/lights and scoreboard, per field per day	$80.00	$80.00	N/A

3. Veterans Memorial Park and The Triangle

Fee	Resident	Non-Resident & Non-Profit	Business or Organization
Facility use fee, up to four hours	$75.00	$100.00	$125.00
Refundable deposit	$100.00	$100.00	$100.00

4. Park Use Permit Fees

Fee	Resident	Non-Resident & Non-Profit	Business or Organization
Commercial activity permit, 90-day term, in addition to applicable rental fees	$75.00	$85.00	N/A

5. Founders Memorial Park Pool

5.1 Pool Entry Fees

Fee	Resident	Non-Resident & Non-Profit	Business or Organization
Daily entry — child, 4–11 years	$6.00	$8.00	N/A
Daily entry — teen/adult, 12–59 years	$7.00	$10.00	N/A
Daily entry — senior, 60 years and older	$6.00	$8.00	N/A
Summer pass — child, 4–11 years, and senior, 60 years and older	$60.00	$90.00	N/A
Summer pass — teen/adult, 12–59 years	$75.00	$100.00	N/A
Family summer splash pass — four or fewer persons	$150.00	$175.00	N/A
Family summer splash pass — up to eight persons	$175.00	$200.00	N/A

5.2 Pool Rental Fees

Fee	Resident	Non-Resident & Non-Profit	Business or Organization
Pool rental, hourly; two-hour minimum	$125.00	$150.00	$250.00
Additional lifeguard, one per 25 persons over 50 attendees	$50.00/hour per guard	$50.00/hour per guard	$50.00/hour per guard
Refundable deposit	$100.00	$100.00	$100.00

5.3 Park Pavilion Rental Fee

Fee	Resident	Non-Resident & Non-Profit	Business or Organization
Refundable deposit	$100.00	$100.00	$100.00
Hourly rate; two-hour minimum	$35.00	$75.00	$175.00
Daily rate	$200.00	$400.00	$800.00
Lawn area, hourly; two-hour minimum	$20.00	$20.00	$20.00
Electricity, flat fee	$15.00	$15.00	$15.00

5.4 Parking Lot Use Fee

The Parking Lot Use Fee applies at the City Administrator's direction when an event at or near Founders Memorial Park requires 50 percent, approximately 95 spaces, or more of total parking spaces. Public access must remain available unless City Council approves private parking through the special-event-permit process.

Fee	Resident	Non-Resident & Non-Profit	Business or Organization
Hourly rate	$125.00	$300.00	$500.00

6. Community Service Programs

Special fees for clinics, workshops, and seasonal programming may be set by the Parks and Community Services Director and executed by the City Administrator.

7. Special Event Permit Fees

Fee	Small	Intermediate	Large
Application fee	$30.00	$50.00	$100.00
Refundable special-event escrow deposit	$200.00	$500.00	$1,000.00

8. Film Permit Fees

Fee	Adopted Fee
Film permit fee	$25.00
Total disruptive use of public building, park, right-of-way, or public area	$500.00/day
Partial disruptive use of public building, park, right-of-way, or public area	$250.00/day/block
Total enclosure or obstruction of public street or right-of-way, including parking lots and on-street parking	$50.00/day/block
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	$25.00/day/block
Use of City parking lots, parking areas, and City streets for parking film trailers, buses, catering trucks, and other large vehicles	$50.00/day/block or lot

9. Non-Profit Event Triangle Banner Program

Fee	Adopted Fee
Banner placement fee	$30.00

10. Itinerant Vendor Application Fee

Fee	Resident	Non-Resident & Non-Profit	Business or Organization
Itinerant vendor application fee	$75.00	$85.00	N/A

Exhibit D
The Stephenson Master Fee Schedule
Fiscal Year 2027

1. Facility Rental Options and Definitions

The Stephenson includes Multi-Use A; Multi-Use B, including the stage and staging kitchen; the Full Facility, including the stage and staging kitchen; and the Greenroom.

(a) **Resident:** Residing address within the City limits.

(b) **Non-Resident:** Residing address outside the City limits.

(c) **Non-Profit:** As defined by ordinance.

(d) **Consecutive Hours:** Rental time must be consecutive and include setup and breakdown time.

(e) **Full Day Rental:** Up to 12 consecutive hours; additional hours may be added at the applicable hourly rate.

(f) **Half Day Rental:** Up to six consecutive hours, plus up to two additional hours; maximum eight hours; non-peak days only.

(g) **Meeting Rate:** Two to four consecutive hours; two-hour minimum; no catering or alcohol; intended for meetings only; non-peak days only; no additional discount.

(h) **Peak:** Friday through Sunday.

(i) **Non-Peak:** Monday through Thursday.

2. Payment of Fees and Deposits

Fee or Policy	Requirement
Non-refundable booking fee	$250.00; due when staff approves rental request; credited toward room-rental fee
Refundable damage deposit	$500.00; due in full within 120 days before event; damage or excess cleaning may be billed at actual cost plus 15 percent administrative fee
Room rental and additional fees	Due in full within 120 days before event; final charges may be adjusted for added or removed services

Fee or Policy	Requirement
Cancellation policy	More than 120 days: refund less deposit; 30–120 days: 50 percent refund; fewer than 30 days: no refund
Credit/debit-card processing fee	No more than five percent, as defined by ordinance
Dishonored credit/debit-card payment service charge	$25.00
NSF fee	$25.00

3. Room Rental Fees

Rental Option	Business & Community Standard Event Rental	Celebrations & Receptions Full-Service Event Rental
Multi-Use A — full day, non-peak	$500.00	$1,000.00
Multi-Use A — half day, non-peak	$300.00	$600.00
Multi-Use A — full day, peak	N/A	N/A
Multi-Use A — additional hours	$40.00/hour	$60.00/hour
Multi-Use B — full day, non-peak	$900.00	$1,800.00
Multi-Use B — half day, non-peak	$500.00	$1,000.00
Multi-Use B — full day, peak	N/A	N/A
Multi-Use B — additional hours	$70.00/hour	$90.00/hour
Full Facility — full day, non-peak	$1,400.00	$2,400.00
Full Facility — half day, non-peak	$800.00	$1,800.00
Full Facility — full day, peak	$2,000.00	$3,000.00
Full Facility — additional hours	$100.00/hour	$150.00/hour

Rental Option	Business & Community Standard Event Rental	Celebrations & Receptions Full-Service Event Rental
Greenroom add-on — full day, non-peak	$100.00	$100.00
Greenroom add-on — half day, non-peak	$60.00	$60.00
Greenroom add-on — full day, peak	$150.00	$150.00
Greenroom add-on — additional hours	$25.00/hour	$25.00/hour

4. Meeting Rate

Rental Option	General	Non-Profit/Government
Multi-Use A	$100.00	$75.00
Multi-Use B, without staging kitchen	$150.00	$125.00
Full Facility, without staging kitchen	$250.00	$200.00
Greenroom	$50.00	$30.00

5. Custodial Fees

Rental Option	Business & Community Standard Event Rental	Celebrations & Receptions Full-Service Event Rental
Multi-Use A	$150.00	$300.00
Multi-Use B	$220.00	$370.00
Full Facility	$260.00	$450.00
Additional porter-service hours over four hours	N/A	$60.00/hour
Greenroom	$35.00	$35.00
Meeting serving food or drink	$35.00	$35.00

6. Additional Fees

Fee	Adopted Fee
Staff	$30.00/hour per staff member
Table setup/breakdown	Determined by Manager
Bar rental	$50.00
Holiday fee	20 percent additional fee per event booked on a City holiday or holiday weekend
After-hours fee	$50.00/hour per staff member, plus hourly event-space charges; minimum two staff members onsite
Enhanced AV package	Fee determined by Manager based on event specifications
Audio/visual engineer	Fee determined by Manager based on event specifications
Pop-up vendor electrical, 110v	$10.00/day
Extension cords	$40.00/item/event

7. Rental Discount Rates

Discount	Adopted Terms
Resident discount	10 percent off room-rental rates only; may not be combined with another discount
Non-profit discount	25 percent off room-rental rates only; may not be combined with another discount
Business opportunities, non-peak	Manager may offer available space within 60 days at 50 percent of base rental fee, or unused event space booked 14 days or fewer in advance at $75.00/hour, two-hour minimum and four-hour maximum
Opening-year discount	25 percent off room-rental rates only for rental dates before October 1, 2027; may not be combined with another discount

STAFF REPORT

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

Submitted By:	Michelle Fischer, City Administrator Aniz Alani, City Attorney
Council Meeting Date:	September 15, 2026
Agenda Item Wording:	Discuss and consider approval of a resolution adopting the City of Dripping Springs Legislative Communications Policy, including the legislative priorities incorporated in Attachment "A"; superseding Resolution 2015-03 and Resolution No. 2025-R03; authorizing implementation; and providing an effective date.
Agenda Item Sponsor:	Mayor Bill Foulds, Jr.

A. Recommended Action

Staff recommends that the City Council approve the proposed resolution and adopt the Legislative Communications Policy, including Exhibit A—Legislative Priorities, as Attachment "A" to the resolution.

B. Summary

The proposed resolution creates one controlling Council action for the City's legislative communications process and current legislative priorities. It adopts the updated Legislative Communications Policy as Attachment "A," incorporates Exhibit A—Legislative Priorities into the policy, and supersedes Resolution 2015-03 and Resolution No. 2025-R03.

The policy preserves City Council control over official legislative positions and the Mayor's role as legislative director. It establishes clearer procedures for legislative monitoring, departmental analysis, time-sensitive communications, post-session implementation, and reporting to City Council. Exhibit A consolidates recurring principles and positions reflected in the City's prior priorities, testimony, advocacy, and legislative memoranda, while separately identifying matters on which the City ordinarily takes no position.

The policy also provides a limited, express delegation for staff to complete routine administrative and ministerial work without separate City Council authorization for each task. The delegation is intentionally bounded: it does not authorize staff to establish an official City position, engage in advocacy without the required authorization, amend City ordinances or policies, change fees or service levels, approve contracts, retain a lobbyist, or exceed existing budget or purchasing authority.

C. Background

The City Council adopted the existing Legislative Communications Policy through Resolution 2015-03. The existing policy directs City Administration to provide a report before each regular legislative session and status reports during the session; identifies the Mayor as the City's legislative director; requires City Council approval of official positions unless the Mayor determines the position is consistent with existing Council policy; and allows City officials to provide factual information to governmental representatives.

For the 89th Legislative Session, City Council adopted legislative priorities and authorized City officials to advocate the positions stated in the resolution in accordance with the City's legislative policy.

The City also maintained a bill-action tracker that assigned departments, identified affected City Code provisions or policies, recorded required actions, and tracked effective dates. The tracker reflected, among other items, the need to consider purchasing-policy changes for lobbying procurement, updates to public-information materials, zoning-ordinance updates, operational and training actions, and legislative implementation memoranda.

The City's 89th Session work also demonstrated the value of a shared tracker, structured legislative data, scheduled or real-time hearing alerts, automated reporting, and source-based analysis. The proposed policy permits City Administration to use approved information-management, automation, mapping, transcription, data-analysis, reporting, and internal collaboration tools while requiring human review and verification before technology-generated information is used for an official City position, testimony, public communication, legal analysis, or Council action.

The proposed resolution and Attachment "A" formalize these practices so the City can identify issues earlier, coordinate departmental review, track deadlines and effective dates, respond to time-sensitive requests within existing Council direction, and manage post-session implementation in a consistent manner. They also consolidate the City's legislative communications rules and current legislative priorities into a single, readily accessible Council reference document.

1. **Proposed Policy Updates**

The proposed resolution and Attachment "A":

1. Replace Resolution 2015-03 and Resolution No. 2025-R03 with one controlling legislative communications policy and incorporated legislative-priorities exhibit.

2. Retain City Council authority to establish official City positions and retain the Mayor's role as legislative director and the requirement that official advocacy be authorized in writing.

3. Incorporate Exhibit A, which identifies legislation and governmental actions the City supports, legislation and governmental actions the City opposes, and matters on which the City ordinarily takes no position.

4. Establish an annual and interim planning cycle, including priority solicitation from departments and City boards, commissions, and committees; a pre-session briefing; and monitoring of interim charges, agency proceedings, and hearing calendars.

5. Require a legislative tracker and impact assessment process that identifies affected departments, applicable City materials, recommended actions, responsible personnel, effective dates, and completion status.

6. Require a post-session implementation register for material enacted measures and reporting to City Council during and after legislative sessions.

7. Clarify the distinction among an official City position, authorized time-sensitive advocacy consistent with existing Council direction, and factual or technical information that does not represent an official City Council position.

8. Add public-purpose, budget, procurement, political-advertising, lobbying-registration, and outside-representative compliance safeguards, including the 2025 procurement treatment of lobbying and government-relations services.

9. Authorize use of approved internal tracking, alerting, automation, mapping, transcription, data-analysis, reporting, and collaboration tools, while requiring source documentation and human verification of material facts and citations before the City uses technology-generated work for an official action or communication.

10. Direct staff to prioritize limited City advocacy resources toward matters that uniquely or particularly affect Dripping Springs, require City-specific facts or perspectives, or present an anticipated gap in peer-municipality or allied-organization advocacy; and allow staff to coordinate with or rely on aligned Texas Municipal League and other association advocacy when it adequately advances the City's interests.

2. **Proactive Administrative Authorization**

The proposed policy authorizes City Administration, without additional City Council action for each routine item, to:

1. Monitor legislation, interim charges, agency rulemaking, hearing calendars, and related governmental matters.

2. Maintain the legislative tracker and implementation register; collect departmental impact assessments; and obtain factual or technical information from governmental entities, municipal associations, consultants, and other appropriate sources.

3. Prepare legislative reports, issue memoranda, draft testimony, written comments, correspondence, proposed priorities, proposed positions, and draft amendments for review or approval.

4. Provide factual, technical, and resource information in response to governmental inquiries, subject to the policy's notice and coordination requirements.

5. Attend or observe relevant legislative, agency, association, coalition, and stakeholder meetings; notify the Mayor and affected departments of relevant hearings and deadlines; and coordinate authorized participation.

6. Implement ministerial, non-discretionary changes required by state or federal law when the change does not require City Council action and does not change a City policy, ordinance, fee, contract, budget appropriation, or Council-approved service level.

7. Take other routine administrative steps needed to carry out the policy, subject to the adopted budget, purchasing requirements, personnel policies, and applicable law.

3. **Actions Reserved for City Council or Existing Approval Processes**

The policy does **not** delegate authority to staff to:

1. Establish or change an official City position, except that the Mayor may authorize a time-sensitive response consistent with existing Council policy or positions as specified in the policy.
2. Advocate, testify, or submit official written comments without the required authorization.
3. Adopt or amend an ordinance, fee, budget, contract, policy, or Council-approved level of service.
4. Expend funds beyond the adopted budget or delegated purchasing authority.
5. Retain a lobbyist or governmental-relations consultant.
6. Take any action reserved by applicable law, the Code of Ordinances, or City policy to City Council.

This framework allows staff to move quickly on monitoring, analysis, coordination, and non-discretionary implementation while preserving City Council's policy-making and fiscal authority.

D. Fiscal Impact

Adoption of the resolution and Attachment "A" has no direct fiscal impact. Any future expenditure for outside governmental-relations services, legislative travel, contractual services, policy or ordinance amendments, technology, training, or implementation work remains subject to the adopted budget and applicable City approval and purchasing requirements.

E. Legal Considerations

The policy requires administration consistent with applicable open-meetings, public-information, procurement, ethics, lobbying-registration, records-retention, and public-resource requirements. It expressly requires City resources to serve a municipal public purpose and comply with budget and purchasing requirements. It also recognizes that lobbying, government-relations, and similar services intended to influence state or federal lawmakers are not treated as exempt professional services when Texas law requires competitive procurement. The policy does not expand the City's authority or waive any approval required by law, the Code of Ordinances, or City policy.

F. Attachments

1. Slide Presentation
2. Proposed Resolution adopting Legislative Communications Policy.
    - Attachment "A" to Proposed Resolution: Legislative Communications Policy, including Exhibit A—Legislative Priorities
3. Existing Legislative Communications Policy (Resolution 2015-03)
4. Existing Legislative Priorities (Resolution No. 2025-R03)

DRIPPING SPRINGS
Texas

Legislative Communications Policy

City Council
September 15, 2026

From monitoring to implementation

01 — **CONSOLIDATE**

One policy and incorporated priorities supersede the 2015 policy and 2025 priorities.

02 — **IDENTIFY EARLIER**

An annual/interim cycle monitors bills, agency activity, hearings, and deadlines.

03 — **ASSESS CONSISTENTLY**

A tracker records impacts, authority, owners, dates, sources, verification needs, and the recommended engagement level.

04 — **IMPLEMENT DELIBERATELY**

A post-session register assigns changes to ordinances, forms, contracts, training, and operations.

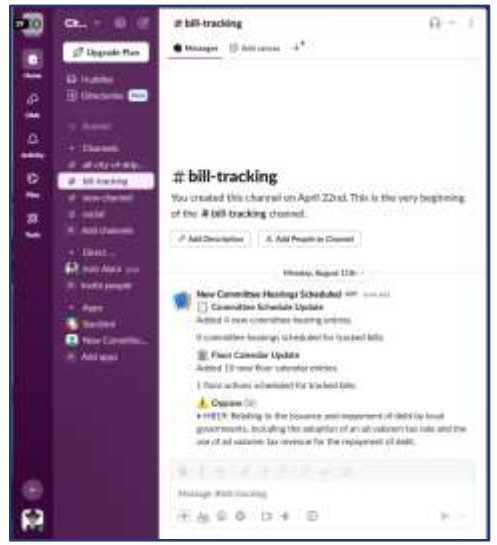
DRIPPING SPRINGS
Texas

Policy stays platform-neutral



CENTRAL TRACKER

Bills, summaries, Council priorities, departments, status, and follow-up in one shared view.



AUTOMATED ALERTS

Hearing and floor activity pushed to staff.

WHAT WORKED

A single source of truth plus selective automation improved timeliness and supported local-impact analysis.

PLATFORM CHOICE

In-house or external software; approved tools may support tracking, alerts, analysis, reporting, and collaboration.

DRIPPING SPRINGS
Texas

Council sets policy; staff coordinates

CITY COUNCIL

Sets priorities and formal positions; directs advocacy and major policy choices.

MAYOR

Serves as legislative director; prioritizes positions and authorizes aligned time-sensitive responses.

ADMIN + CITY ATTORNEY

Monitor, analyze, draft, maintain trackers, advise on legal risk, and report.

DEPARTMENT DIRECTORS

Assess operational impact, identify required changes, own implementation tasks, and report barriers.

Boards, commissions, and committees may recommend positions—but may not advocate for the City without authorization.

DRIPPING SPRINGS
Texas

From issue to closeout

1	2	3	4	5
IDENTIFY	**ASSESS**	**AUTHORIZE**	**COMMUNICATE**	**IMPLEMENT**
Bills, rules, hearings, and interim issues	Legal, fiscal, operational, and community impact	Council position or Mayor action within existing direction	Authorized advocacy or clearly limited factual input	Assignments, effective dates, reporting, and closeout

Council receives pre-session, in-session, and post-session reporting; the tracker and implementation register provide continuity between briefings.

DRIPPING SPRINGS
Texas

Three lanes prevent mixed messages

OFFICIAL POSITION

AUTHORITY

Council-approved—or determined by the Mayor to align with existing Council policy or priorities.

CONTROL

Only a representative authorized in writing may advocate, testify, or submit official comments.

TIME-SENSITIVE RESPONSE

AUTHORITY

The Mayor may authorize action when waiting for Council is impracticable and the response aligns with existing direction.

CONTROL

The basis is documented and reported to Council at the earliest practicable opportunity.

FACTUAL / TECHNICAL INPUT

AUTHORITY

Officials and employees may provide ordinary-course facts, technical information, or resources.

CONTROL

Material legislative or agency communications are promptly reported to the Mayor and Administration.

DRIPPING SPRINGS
Texas

Staff can use approved tools—with guardrails

STAFF MAY

- Monitor legislation, rulemaking, hearings, and interim activity
- Maintain the tracker and implementation register
- Collect impact assessments and prepare drafts for review
- Use approved tools for tracking, alerts, analysis, reporting, and collaboration
- Implement ministerial, non-discretionary legal changes

STAFF MAY NOT

- Establish or change an official City position
- Advocate or testify without required authorization
- Amend an ordinance, fee, budget, contract, policy, or service level
- Exceed budget or delegated purchasing authority
- Retain a lobbyist or government-relations consultant

Technology-assisted work requires source, fact, and citation verification before official use.

DRIPPING SPRINGS
Texas

Priorities target municipal impact

SUPPORT		OPPOSE	
Local authority + land use	Local control, zoning, subdivision, neighborhood compatibility	**Broad preemption**	Erosion of municipal authority
Water + responsible growth	Supply, conservation, reuse, availability, ETJ, drainage	**ETJ + land-use limits**	Reduced growth-management tools
Infrastructure + finance	Transportation, utilities, parks, funding, debt capacity	**Finance + environmental limits**	Barriers to infrastructure and water protection
Open government + protection	Transparency, confidentiality, employees, tourism, litigation fairness	**Legal erosion + mandates**	Weaker protections or unfunded work

ORDINARILY NO POSITION	Matters without a material municipal impact—unless Council determines an official position serves a legitimate municipal purpose.
ADVOCACY DIRECTION	Prioritize City-specific impacts and advocacy gaps; coordinate with TML or aligned organizations when they adequately advance City interests.

DRIPPING SPRINGS
Texas

Adoption preserves safeguards

DECISION REQUESTED

Approve the resolution

and adopt the proposed Legislative Communications Policy with incorporated priorities.

NO DIRECT FISCAL IMPACT

Future costs remain subject to budget and purchasing approvals.

COUNCIL AUTHORITY PRESERVED

Positions, policy changes, contracts, fees, and service levels stay within existing approval paths.

CLEAR COMPLIANCE GUARDRAILS

Public purpose, procurement, political-advertising, records, ethics, and lobbying rules apply.

SUPERSEDES

2015-03 and 2025-R03

APPLIES TO

90th Session and covered special sessions through Dec. 31, 2027

EFFECTIVE

Immediately upon adoption

DRIPPING SPRINGS
Texas

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2026-R##

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, ADOPTING THE LEGISLATIVE COMMUNICATIONS POLICY ATTACHED AS ATTACHMENT "A," INCLUDING INCORPORATED LEGISLATIVE PRIORITIES; SUPERSEDING RESOLUTION 2015-03 AND RESOLUTION NO. 2025-R03; AUTHORIZING ADMINISTRATIVE IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dripping Springs, Texas (the **City**) interacts with the Texas Legislature, state and federal agencies, and other governmental entities to convey the City's positions on matters affecting the City, its residents, businesses, property, municipal operations, and extraterritorial jurisdiction; and

WHEREAS, the City Council finds that a unified, Council-directed legislative communications policy promotes timely, consistent, and responsible governmental affairs activities; and

WHEREAS, the City Council previously adopted a Legislative Communications Policy by Resolution 2015-03 and adopted legislative priorities for the 89th Legislative Session by Resolution No. 2025-R03; and

WHEREAS, the City Council desires to replace those prior actions with one controlling policy document that establishes the City's legislative communications procedures and incorporates the City's current legislative priorities; and

WHEREAS, the City Council finds that the Legislative Communications Policy attached as Attachment "A" appropriately provides for Council direction, authorized advocacy, legislative monitoring, post-session implementation, responsible use of public resources, and compliance with applicable law; and

WHEREAS, the City Council finds that adoption of the attached policy serves a legitimate municipal public purpose.

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

1. **Findings.** The recitals to this Resolution are incorporated into the findings of the City Council as if fully set forth in this Resolution.

2. **Adoption of Policy and Incorporated Priorities.** The City Council adopts the Legislative Communications Policy attached to this Resolution as **Attachment "A."** Attachment "A," including Exhibit A, Legislative Priorities, is incorporated into this Resolution for all purposes. The legislative priorities in Attachment "A" constitute the City Council's current policy direction and official positions for the 90th Texas Legislative Session, including any special session occurring before December 31, 2027, subject to subsequent amendment by City Council resolution.

3. **Supersession.** This Resolution and Attachment "A" supersede Resolution 2015-03 and Resolution No. 2025-R03 in their entirety. No prior legislative communication policy, legislative-priorities resolution, position, or advocacy authorization remains effective unless expressly preserved by a subsequent City Council action.

4. **Authorized Implementation.** The Mayor, Mayor Pro Tem, City Administration, City Attorney, department directors, and other City officers and employees are authorized and directed to implement Attachment "A" in accordance with its terms. This authorization includes the administrative and ministerial actions identified in Section 4.5 of Attachment "A," including legislative monitoring, maintenance of the legislative tracker and implementation register, and prioritization of City-specific advocacy resources as provided in Sections 2 and 4.2 of Attachment "A," subject to all limitations, approvals, budget authority, purchasing requirements, and other applicable law described in Attachment "A."

5. **Limitations.** Nothing in this Resolution authorizes an expenditure, contract, procurement, lobbying or government-relations engagement, political advertising, official City position, or other action except as expressly allowed by Attachment "A," the City's adopted budget, applicable law, and City purchasing and approval requirements.

6. **City Records.** The City Secretary is directed to maintain this Resolution and Attachment "A" among the City's official records.

7. **Severability.** If any provision of this Resolution or Attachment "A" is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

8. **Effective Date.** This Resolution takes effect immediately upon its adoption.

9. **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

DRIPPING SPRINGS
Texas

LEGISLATIVE COMMUNICATIONS POLICY

Effective Date: [Insert Date]

Adopted by: City Council Resolution No. [Insert Resolution Number]

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1. Purpose, Scope, and Construction

1.1. Purpose

1. This policy establishes a coordinated, transparent, and timely process for the City's interactions with the Texas Legislature, the United States Congress, state and federal agencies, and other governmental bodies (collectively, **governmental entities**). The policy governs the development, approval, communication, tracking, implementation, and reporting of the City's legislative positions and related governmental-affairs activities.

2. The City adopts this policy to ensure that communications made on its behalf are consistent with City Council direction, responsive to matters affecting the City and its extraterritorial jurisdiction, and supported by accurate operational, legal, fiscal, and community-impact information.

1.2. Scope

This policy applies to legislative sessions, special sessions, interim legislative activity, agency rulemaking, regulatory matters, and requests for information or testimony from governmental entities. It does not prohibit any elected or appointed official or employee from expressing a personal view, provided the person does not represent that view as the City's official position.

1.3. Construction and Compliance

This policy must be administered consistently with applicable law, including laws governing open meetings, public information, procurement, ethics, lobbying registration, records retention, and use of public resources. Nothing in this policy authorizes an action that otherwise requires City Council approval, public notice, competitive procurement, or compliance with another applicable legal requirement.

1.4. Adoption, Legislative Priorities, and Supersession

1. The City Council shall adopt this policy by resolution. The adopting resolution may incorporate the City's legislative priorities for the applicable regular session, special session, interim period, or other stated period as an exhibit to this policy. The incorporated priorities are part of this policy for that stated period and constitute the City Council's current policy direction and official positions on the matters they address.

2. The City Council may amend this policy, including any incorporated legislative priorities, by subsequent resolution. A resolution adopting an updated policy and incorporated priorities supersedes the preceding Legislative Communications Policy and all prior legislative-priorities resolutions, unless the newer resolution expressly preserves a prior action, authorization, obligation, or position.

3. Upon City Council adoption, this policy supersedes the City's prior Legislative Communications Policy adopted by Resolution 2015-03 and, unless expressly preserved in the adopting resolution, Resolution No. 2025-R03.

2. Guiding Principles

The City's governmental-affairs activities shall be guided by the following principles:

1. **Council direction.** The City speaks through positions approved by the City Council or through positions that the Mayor determines are consistent with an existing Council-approved policy, priority, or position.

2. **Local impact.** The City will give particular attention to matters affecting local control; land use and development; extraterritorial jurisdiction; infrastructure; transportation; water; public safety; municipal finance and taxation; elections; public information and open government; and the City's authority to provide services.

3. **Early identification and coordination.** The City will monitor legislation, interim charges, agency activity, and hearing calendars early enough to evaluate impacts and determine whether advocacy or implementation action is warranted.

4. **Accurate and useful information.** Communications on the City's behalf will be factually supported, concise, and tailored to the City's actual operational, fiscal, legal, and community interests.

5. **Implementation readiness.** The City will identify enacted measures that require changes to City policies, ordinances, contracts, forms, notices, websites, fees, training, or operations, and will assign and monitor completion of the required work.

6. **Strategic use of City resources.** In allocating limited City resources for legislative monitoring and advocacy, the City will prioritize matters that uniquely or particularly affect the City, its residents, businesses, property, infrastructure, operations, or extraterritorial jurisdiction; matters for which the City can provide material local facts or perspectives not likely to be advanced by other municipalities or allied organizations; and matters requiring prompt City-specific action. The City may coordinate with, rely on, or support advocacy by the Texas Municipal League and other municipal, regional, or professional associations in which the City participates when their anticipated positions adequately advance the City's interests.

3. Roles and Responsibilities

3.1. City Council

The City Council shall:

1. Adopt legislative priorities and formal positions on legislation, classifications of legislation, agency matters, and other governmental affairs issues as appropriate.

2. Provide policy direction on matters of significant City impact, including matters that materially affect municipal authority, City finances, service delivery, infrastructure, land use, water, public safety, or the City's legal obligations.

3. Consider legislative reports before each regular legislative session and receive status reports during a session and after adjournment.

4. Approve the retention of a professional lobbyist or governmental-relations consultant and any related contract or expenditure when required by law or City policy.

5. Direct staff to pursue, modify, withdraw, or refrain from advocacy on a particular matter.

3.2. Mayor

1. The Mayor is the City's legislative director and shall:

   (a) Oversee the presentation of legislative briefings and reports to the City Council.

   (b) Prioritize the City's legislative positions and coordinate communications with legislators, governmental entities, municipal associations, coalitions, and other stakeholders.

(c) Approve time-sensitive communications, testimony, or other advocacy that is consistent with existing City Council policy or positions when waiting for formal City Council action is impracticable.

(d) Ensure that a time-sensitive action is reported to the City Council at the earliest practicable opportunity.

(e) Authorize, in writing, persons who may communicate or advocate on behalf of the City, subject to Section 5 of this policy.

2. In the Mayor's absence, the Mayor Pro Tem may perform these responsibilities. The Mayor may also delegate discrete responsibilities to the City Administrator, Deputy City Administrator, City Attorney, or another City officer or employee in writing.

3.3. City Administration and City Attorney

1. City Administration and the City Attorney shall:

(a) Maintain a coordinated legislative-monitoring process and keep the Mayor and City Council informed of material legislative, agency, and governmental-affairs developments.

(b) Prepare pre-session, in-session, interim, and post-session reports as described in this policy.

(c) Coordinate with department directors to assess proposed and enacted measures and to identify operational, legal, fiscal, staffing, technology, training, procurement, and public-communications impacts.

(d) Maintain the City's legislative tracker and implementation register under Section 4.

(e) Prepare or coordinate draft positions, testimony, letters, issue memoranda, ordinance or policy amendments, and other materials needed to carry out City Council direction.

(f) Consult with the City Attorney before the City takes a position or makes a representation on a matter that presents a significant legal issue, litigation risk, procurement issue, ethics issue, or uncertainty regarding the City's authority.

2. Routine communications concerning ordinary City business need not be reported as legislative matters unless they present a material policy, legal, financial, or operational issue.

3.4. Department Directors

Each department director shall promptly provide requested subject-matter input and shall:

1. Identify proposed and enacted measures that may affect the department's programs, personnel, contracts, fees, forms, procedures, enforcement authority, public notices, or technology systems.
2. Provide an impact assessment and recommended City action by the deadline established by City Administration.
3. Complete, or designate a responsible employee to complete, implementation tasks assigned through the legislative tracker or implementation register.
4. Report implementation status, barriers, and resource needs to City Administration.

3.5. Boards, Commissions, and Committees

1. A City board, commission, or committee may recommend a legislative position to the City Council, Mayor, or City Administration.
2. A board, commission, or committee may not advocate a position on the City's behalf unless the position has been approved or authorized under this policy.

4. Legislative Monitoring, Analysis, and Implementation

4.1. Annual and Interim Planning Cycle

1. **Priority development and policy update.** Before a regular legislative session, City Administration shall solicit proposed priorities and issues from department directors and, as appropriate, City boards, commissions, and committees. City Administration shall compile the input, consult with the Mayor and City Attorney, and present for City Council consideration a resolution adopting an updated Legislative Communications Policy with the proposed legislative priorities attached as an exhibit.
2. **Effect of incorporated priorities.** Legislative priorities incorporated into this policy by resolution constitute the City's current official positions for the session or other period identified in the adopting resolution. The City Council may amend, supplement, clarify, or rescind an incorporated priority by subsequently amending this policy by resolution.

3. **Pre-session briefing.** Before each regular legislative session, City Administration shall present a legislative briefing that identifies the incorporated priorities, anticipated issues, significant interim charges or agency matters, and the monitoring and reporting process.

4. **Interim activity.** During the interim, City Administration shall monitor relevant legislative hearings, interim charges, agency proceedings, and requests for City input. The City may communicate factual information, submit authorized comments, or seek guidance from the Texas Municipal League or other appropriate municipal associations consistent with this policy.

5. **Hearing calendar.** City Administration shall monitor hearings and other time-sensitive events affecting the City's interests and shall promptly notify the Mayor and affected departments when an issue may require attendance, testimony, written comments, or other action.

4.2. Legislative Tracker and Impact Assessment

1. City Administration shall maintain a legislative tracker for material bills, agency matters, and other governmental actions. For each tracked item, the tracker should identify, as applicable:

   (a) The bill, rulemaking, hearing, or other matter and its current status;

   (b) The affected City department or departments;

   (c) The subject category and a concise description;

   (d) The City's adopted position, if any, and the authority for that position;

   (e) The operational, legal, fiscal, and policy impact on the City;

   (f) Relevant City Code provisions, policies, contracts, forms, websites, notices, fees, procedures, or training materials that may require review or revision;

   (g) A recommended action, responsible person or department, target completion date, and applicable effective date;

   (h) Completion status, follow-up needs, and any action requiring City Council consideration;

(i) The source or sources used for the entry, the date the entry was last reviewed, and any material uncertainty or verification needed before the City relies on the information for an official action or communication; and

(j) The recommended level of City engagement, including whether City-specific advocacy or testimony is warranted because of a unique or particular City impact or an anticipated gap in allied or peer-municipality advocacy, or whether the City's interests may be adequately advanced through monitoring, coordination with, or support for an allied organization's position.

2. The tracker is an internal management and reporting tool and should serve as a shared source of truth for the City's legislative monitoring and implementation work. Its inclusion of a bill or issue does not itself establish an official City position.

4.3. Post-Session Implementation Register

1. Following adjournment of a legislative session, City Administration shall prepare an implementation register for enacted measures that materially affect the City. The register shall prioritize measures by effective date, legal risk, service-delivery impact, fiscal impact, and the time needed for implementation.

2. For each material enacted measure, City Administration shall coordinate with the responsible department and City Attorney to determine whether the City needs to:

(a) Amend an ordinance, policy, procedure, form, contract, fee schedule, notice, website content, or other City record;

(b) Change an operational practice, enforcement practice, reporting process, or public-facing service;

(c) Provide training, internal guidance, or public education;

(d) Seek funding, grants, technical assistance, or intergovernmental coordination; or

(e) Place an item on a City Council agenda for policy direction or formal action.

4.4. Reports to City Council

1. City Administration shall provide status reports to the City Council throughout each regular or special session as circumstances warrant. The reports should identify significant tracked matters, City positions or recommended positions, pending hearings or deadlines, major enacted measures, and implementation tasks requiring City Council attention.

2. Within a reasonable time after adjournment, City Administration shall provide a post-session report addressing material outcomes, actions taken on the City's behalf, implementation assignments, significant effective dates, and matters to be monitored during the interim.

4.5. Administrative Authority

1. To implement this policy, and without further City Council authorization for each routine action, City Administration is authorized to:

   (a) Monitor legislation, interim charges, agency rulemaking, hearing calendars, and other governmental matters affecting the City;

   (b) Maintain the legislative tracker and implementation register; request and compile departmental impact assessments; and obtain factual or technical information from municipal associations, governmental entities, consultants, and other appropriate sources;

   (c) Prepare legislative reports, issue memoranda, draft testimony, written comments, correspondence, proposed priorities, proposed positions, and draft amendments to City ordinances, policies, procedures, forms, contracts, notices, fee schedules, website content, and training materials for appropriate review or approval;

   (d) Provide factual, technical, and resource information in response to governmental inquiries, subject to Section 5.5;

   (e) Attend or observe legislative, agency, association, coalition, and stakeholder meetings; provide written notice of relevant hearings or deadlines to the Mayor and affected departments; and coordinate City participation when authorized under this policy;

(f) Implement ministerial, non-discretionary changes required by state or federal law when the change does not require a City Council action and does not alter an existing City policy, ordinance, fee, contract, budget appropriation, or Council-approved level of service; and

(g) Use approved information-management, data-analysis, automation, alerting, mapping, transcription, reporting, and internal collaboration tools to collect, organize, filter, analyze, and communicate legislative information, subject to the City's budget, purchasing requirements, information-security requirements, records-retention requirements, and applicable law; and

(h) Take other administrative actions reasonably necessary to carry out this policy that are consistent with the City's budget, purchasing requirements, personnel policies, and applicable law.

2. Before the City relies on automated, artificial-intelligence-assisted, or other technology-generated output for an official position, testimony, written advocacy, legal analysis, public communication, or Council action, the responsible City employee shall review and verify the material information, source materials, factual assertions, and citations. City Administration shall not enter confidential, privileged, personally identifiable, or other protected information into a third-party system unless its use is authorized under applicable law and City information-security and confidentiality requirements.

3. This delegation does not authorize City Administration to establish or change an official City position; advocate a position without the authorization required by Section 5; adopt or amend an ordinance, fee, budget, contract, policy, or Council-approved service level; expend funds beyond an approved budget or delegated purchasing authority; retain a lobbyist or governmental-relations consultant; or take an action otherwise reserved by law, the Code of Ordinances, or City policy to the City Council.

5. City Positions and Authorized Advocacy

5.1. Official Positions

1. The City may take a formal position on a specific bill, proposed legislation, classification of legislation, agency rulemaking, regulatory issue, or other governmental matter. A formal position may include support, opposition, neutrality, support if amended, opposition unless amended, monitoring, or another clearly defined stance.

2. An official position must be approved by the City Council, including through legislative priorities incorporated into this policy by resolution, unless the Mayor determines in good faith that the position is consistent with an existing City Council-approved policy, incorporated priority, or position. The basis for any Mayor-authorized position shall be documented in the legislative tracker or related record.

5.2. Authorized Representatives

1. Only a person expressly authorized in writing by the Mayor or City Council may advocate, testify, submit written comments, or otherwise convey an official City position to a governmental entity on the City's behalf.

2. Unless the City Council provides otherwise, the Mayor is responsible for presenting official City positions. In the Mayor's absence or upon authorization, the Mayor Pro Tem, City Administrator, Deputy City Administrator, City Attorney, a designated City employee, or an authorized professional lobbyist or governmental-relations consultant may convey an official City position.

3. The City may work with municipal coalitions, professional associations, and governmental entities, including the Texas Municipal League, when the activity is consistent with an authorized City position and applicable law.

5.3. Time-Sensitive Matters

1. When a quickly developing matter requires City action before the City Council can reasonably consider a formal position, the Mayor may authorize a response that is consistent with existing City Council policy or positions. City Administration shall document the action and present the matter to the City Council at the earliest practicable opportunity.

2. If no official position can be formulated in time, an authorized representative may provide factual information or explain the City's operational concerns only if the communication clearly states that it does not represent an official City Council position.

5.4. Testimony and Written Submissions

Formal testimony or written advocacy on the City's behalf must be approved by the Mayor in coordination with City Administration and, when appropriate, the City Attorney. Testimony and written submissions should identify the City, the matter addressed, the official position or limited purpose of the communication, and the authorized representative.

5.5. Factual and Technical Information

City officials and employees may provide factual, technical, or resource information to governmental entities in the ordinary course of City business. The person providing the information shall promptly inform the Mayor and City Administration when the communication concerns a material legislative, agency, policy, or enforcement issue.

6. Personal Views and Disclaimers

1. This policy does not limit the constitutional rights of elected or appointed officials or City employees to express personal views on legislative or governmental matters. A person who is not authorized to speak on the City's behalf shall make clear that the person is speaking only in an individual capacity.

2. The following statement, or substantially similar language, is sufficient:

   "The views I express are my personal views and do not represent the official position or policy of the City of Dripping Springs or its City Council."

7. Records

City Administration shall retain records of official positions, written advocacy, testimony, material legislative analyses, authorizations, procurement records, and post-session implementation actions in accordance with the City's records-retention requirements.

8. Public Funds, Procurement, and Compliance

8.1. Public Purpose and Budget Authority

An expenditure, reimbursement, contract, or use of City resources under this policy must serve an identified municipal public purpose; be reasonably related to an approved City legislative priority, operational need, or legal-compliance activity; and be authorized by the City's adopted budget and applicable purchasing and approval requirements.

8.2. Lobbying and Government-Relations Services

1. Before the City solicits, retains, renews, or materially amends a contract for lobbying, government-relations, or similar services intended to directly or indirectly influence state or federal lawmakers on the City's behalf, City Administration shall coordinate with Purchasing and the City Attorney to identify and follow the procurement method required by applicable law and City purchasing policy.

2. Lobbying, government-relations, and similar services intended to directly or indirectly influence state or federal lawmakers on the City's behalf may not be treated as exempt personal, professional, or planning services when applicable law requires a competitive procurement process. Any procurement for these services must comply with Texas Local Government Code Chapter 252 and other applicable purchasing requirements.

3. A professional retained by the City may advocate only the City's authorized positions and shall coordinate with the Mayor, City Administration, and City Attorney as directed.

8.3. Political Advertising

No City officer or employee may spend or authorize the spending of public funds for political advertising. City-funded communications concerning a ballot measure must be limited to factual information permitted by applicable law and must not advocate the measure's passage or defeat.

8.4. Outside Representative Compliance

A retained lobbyist, government-relations consultant, or similar outside representative shall comply with applicable lobbying-registration, reporting, ethics, procurement, and conflict-of-interest requirements. Before performing services, the representative shall provide any registration information, certifications, and disclosures reasonably requested by the City.

8.5. No Independent Commitment

Nothing in this policy authorizes a City officer, employee, or outside representative to make a financial commitment, offer a thing of value, create a contractual obligation, or take a position on behalf of the City except as authorized by the City Council, the adopted budget, applicable procurement requirements, and this policy.

9. Administration and Enforcement

1. City Administration and the City Attorney may develop internal procedures, forms, and reporting formats that are consistent with this policy. Such administrative materials may include a standardized legislative-impact assessment, authorization record, testimony-review process, procurement compliance checklist, and post-session implementation register.

2. Failure by a City official or employee to comply with this policy may result in corrective action or a public or private reprimand by the City Council, as applicable and consistent with law and City personnel policies.

10. Review

The City Council shall review this policy periodically and may amend it as needed to reflect changes in law, City organization, legislative practices, or the City's governmental-affairs needs.

EXHIBIT A

Legislative Priorities

The following legislative priorities are incorporated into the Legislative Communications Policy for the regular session, special session, interim period, or other period identified in the resolution adopting this policy.

These priorities provide City Council direction for authorized City advocacy under this policy. They are intended to guide positions on legislation, agency rules, and governmental actions that substantially affect the City, and do not require the City to take a position on every matter within a listed subject area.

A. Legislation and Governmental Actions the City Supports

1. Local Control and Municipal Authority.

Legislation and governmental action that preserve or strengthen the lawful authority of the City and other municipalities to address local public health, safety, welfare, infrastructure, environmental protection, community character, and growth-management needs.

2. Water Supply, Conservation, and Reuse.

Legislation that improves the City's ability to plan for drought resilience; implement water-conservation and irrigation restrictions; establish locally appropriate recovery periods following drought restrictions; collaborate with water providers; expand water reuse; and secure funding for water and wastewater infrastructure.

3. Responsible Growth and Water Availability.

Legislation that supports meaningful water- and wastewater-availability review before development entitlements are approved and preserves municipal authority to address impervious cover, drainage, watershed protection, and other infrastructure needs created by growth.

4. Extraterritorial Jurisdiction.

Legislation that protects the City's extraterritorial jurisdiction and municipal authority to regulate development affecting water availability, wastewater availability, impervious cover, drainage, transportation, and other public infrastructure.

5. Land Use and Neighborhood Compatibility.

Legislation that preserves municipal zoning, subdivision, and development-review authority; allows locally tailored regulation of accessory dwelling units, setbacks, placement, and neighborhood compatibility; and provides reasonable procedures for platting, site-plan review, zoning, and public notice.

6. Infrastructure and Transportation.

Legislation that provides municipal tools, funding, intergovernmental coordination, and efficient permitting or property-acquisition processes for transportation, parks, utilities, and other public infrastructure.

7. Municipal Finance and Debt Capacity.

Legislation that protects municipal flexibility to finance public infrastructure, parks, and other capital projects; preserves appropriate use of tax-backed debt and certificates of obligation; and avoids debt limits, election requirements, or project restrictions that impair the City's ability to meet demonstrated infrastructure needs.

8. Water-Conservation Compatibility.

Legislation that ensures municipal or water-provider drought restrictions and water-conservation requirements prevail over conflicting property owners' association or homeowners' association requirements concerning landscaping, turf, and irrigation.

9. Open Government and Protected Information.

Legislation that improves the clarity, efficiency, and transparency of municipal public-information and public-notice requirements while protecting confidential governmental information, including attorney-client communications, fraud-detection information, cybersecurity information, and other information whose disclosure would impair the City's legal interests or operations.

10. Municipal Employees and Utility Workers.

Legislation that protects municipal employees, public servants, and utility workers from assault, harassment, interference, and other risks arising from the performance of official duties.

11. Tourism and Economic Development.

Legislation that supports the City's tourism economy, including continuation or renewal of the City's designation as the Wedding Capital of Texas.

12. Litigation Fairness and Taxpayer Protection.

Legislation that preserves local governments' ability to obtain appellate review of jurisdictional rulings and protects taxpayers from one-sided attorney-fee provisions, unnecessary litigation costs, and litigation incentives that undermine responsible municipal decision-making.

B. Legislation and Governmental Actions the City Opposes

1. Preemption of Local Authority.

Legislation that broadly preempts or materially erodes municipal authority to adopt and enforce local regulations reasonably related to public health, safety, welfare, infrastructure, environmental protection, land use, and community character.

2. ETJ and Growth-Management Limits.

Legislation that abolishes, reduces, or materially limits the City's extraterritorial jurisdiction or its authority to regulate development-related water, wastewater, drainage, impervious cover, transportation, or other infrastructure impacts.

3. Land-Use Preemption.

Legislation that unduly limits municipal zoning, subdivision, site-plan, platting, development-review, annexation, accessory-dwelling-unit, lighting, sign, tree-preservation, or other land-use authority, including legislation that prevents the City from applying locally appropriate public-health and safety standards.

4. Restrictions on Infrastructure Finance.

Legislation that imposes arbitrary or inflexible debt caps; restricts the City's ability to issue tax-backed debt or certificates of obligation for public infrastructure, parks, or capital projects; requires unnecessary elections; or otherwise delays or impairs the City's ability to finance public facilities and services.

5. Restrictions on Environmental and Water Protections.

Legislation that limits the City's ability to implement water-conservation measures, regulate impervious cover or drainage, protect water quality and watersheds, preserve trees and scenic landscapes, or align development approvals with available water and wastewater infrastructure.

6. Erosion of Municipal Legal Protections.

Legislation that weakens the confidentiality of municipal attorney-client communications, removes or impairs governmental appellate rights, imposes one-sided fee shifting against local governments, or creates disproportionate litigation exposure for municipal taxpayers.

7. Unfunded or Duplicative Mandates.

Legislation that imposes unreasonable local spending caps, duplicative reporting requirements, unfunded mandates, or other administrative requirements that divert City resources from essential services and infrastructure without a demonstrated public benefit.

C. Matters on Which the City Ordinarily Takes No Position

The City ordinarily will not take a position on legislation, agency rules, or other governmental actions that do not materially affect the City's municipal operations, finances, property, employees, legal authority, residents, businesses, infrastructure, public health and safety, or adopted legislative priorities. This includes matters that are primarily private, partisan, statewide in nature without a material municipal impact, or outside the City's operational expertise or responsibility.

This section does not limit the City Council's authority to take a position when a specific matter otherwise covered by this section materially affects the City or when City Council determines that an official position serves a legitimate municipal purpose. City Administration may continue to monitor these matters and provide factual information as authorized by this policy.

D. Implementation and Advocacy Direction

City officials and authorized representatives may advocate the priorities in this exhibit in accordance with this policy.

City Administration shall use the legislative tracker and impact-assessment process to identify bills, agency rules, and other governmental actions that materially affect these priorities; recommend an official position when necessary; and identify resulting implementation work.

Nothing in this exhibit authorizes advocacy or expenditure inconsistent with Sections **Error! Reference source not found.** *[Error! Reference source not found.]* and **Error! Reference source not found.** *[Error! Reference source not found.]* of this policy or other applicable law.

CITY OF DRIPPING SPRINGS

RESOLUTION 2015-03

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ADOPTING A POLICY PROVIDING GUIDELINES AND STANDARDS FOR CITY INTERACTION WITH THE TEXAS LEGISLATURE, STATE GOVERNMENT, AND FEDERAL GOVERNMENT, AND DIRECTING THE CITY SECRETARY TO FILE A COPY OF THE POLICY AMONG CITY RECORDS

WHEREAS, the City of Dripping Springs ("City") may interact with the Texas Legislature and state and federal government in order to convey the City's position on city matters; and

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to implement a policy to take a formal, unified position on city matters; and

WHEREAS, the City Council wishes to designate the Mayor and certain city staff with duties and responsibilities associated with legislative matters; and

WHEREAS, the City Council finds that enacting precise guidelines and standards for who may advocate on behalf of the City will encourage uniformity of practice and promote consistency; and

WHEREAS, the City Council finds that the following rules and standards are reasonable and necessary for use by the City on legislative matters.

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

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

2. The City Council hereby approves the Legislative Communications Policy ("Policy"). *See Exhibit A.*

3. The City Council directs the City Secretary to file a copy of the approved version of the Policy among City records.

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

PASSED & APPROVED, this 18th day of November 2014, by a vote of __5___ (*ayes*) to __0___ (*nays*) to __0__ (*abstentions*) of the City Council of the City of Dripping Springs.

CITY OF DRIPPING SPRINGS:

by: _____
Todd Purcell, Mayor

ATTEST:

_____
Kerri Craig, City Secretary

Exhibit A

Legislative Communications Policy

Legislative Communications Policy

City of Dripping Springs

A. Purpose

This policy of the City of Dripping Springs City Council is to serve as a guide for City in its interactions with the Texas Legislature and local, state and federal governmental agencies, including formulation of positions taken by the City or representations conveyed to the Legislature or governmental agencies on the City's behalf. Any references to the Legislature throughout this Policy also includes any governmental agencies.

B. Implementation

1. **City Administration:** It is the duty of the City Administrator, Deputy City Administrator, and City Attorney to keep the Mayor and City Council informed on legislative matters, and on any inquiries or concerns expressed by lawmakers about City's activities and policies. This duty does not extend to apprising the Council of contacts related to routine business issues.

   City Administration will present a legislative report immediately prior to each regular legislative session. Status reports will be provided to the City Council throughout each session. Those updates should identify legislative issues affecting the City so that the City Council can consider adopting *Positions on Legislation* for those issues.

2. **Mayor:** The Mayor is the legislative director for the City of Dripping Springs. The Mayor is responsible for overseeing staff's briefings of the City Council, prioritizing the City's *Positions on Legislation*, and communicating with the Legislature on the City's behalf.

3. **City Council:** It is the responsibility of the City Council to take Positions on legislation of interest to City in a timely manner. It is the responsibility of each councilmember, to quickly inform the Mayor and City Administration so the City can react promptly.

C. Positions on Legislation

1. **Official Designation:** The City may take a formal stance on particular legislation (i.e., pending or proposed bills), or on classifications of draft legislation. A *Position on Legislation* may include Supporting, Opposing, Neutral, or some variation. To be characterized as a *Position on Legislation*, a Position must first have been approved by the City Council, or be deemed by the Mayor to be in accordance with existing Council policy or Positions. All Positions proposed by any City commissions, committees, or boards must also be approved by the City Council or the Mayor, in accordance with existing Council policy or Positions, prior to being advocated to the Legislature on the City's behalf.

2. **Advocacy:** Only those who have been expressly authorized in writing by the Mayor or the City Council may advocate positions on pending or proposed legislation on behalf of the City. Unless otherwise authorized by a vote of the City Council, the Mayor has responsibility for presenting Council-approved *Positions on Legislation* to the

Legislature, or to any state or national association of which City is a member. In the Mayor's absence, the City's *Positions on Legislation* may be conveyed by the Mayor Pro Tem, City Administrator, Deputy City Administrator, or City Attorney. The City Council may retain the services of professional lobbyists when deemed in the best interest of the City and its citizenry. Upon approval of the City Council, a professional lobbyist may present the City's *Positions on Legislation* to the Legislature The City may utilize the services of municipal coalitions or professional associations, such as the Texas Municipal League, or lend the City's support to such coalitions or associations when consistent with the City's *Position on Legislation.*

3. **Free Speech:** This policy does not limit and is not intended to affect the Constitutional rights of any City official (appointed or elected), to express their individual opinions on legislative affairs, provided they make clear they are not speaking for the City. If a member of the Council or City staff includes language in communications substantially as follows, that person will be deemed to have made it clear they are not speaking for City: "The views expressed herein/today are my own personal views, and do not represent the official position or policy of City or the City Council".

4. **Disclaimer:** If circumstances do not permit formulation of a *Position on Legislation*, any response to the Legislature from the City must state that it does not reflect the official stance of City's Council or any City Council action, and that the response is subject to review and approval of the Council.

5. **Unofficial Stance:** Certain quickly developing situations may require action by or a response from the City before approval of a *Positions on Legislation* by the full City Council. However, the Mayor must approve any such action or response, and must present the matter to the City Council at the earliest possible date. Such presentation shall occur before the action is taken, if possible, even if circumstances do not allow a meeting to be called and a *Position on Legislation* to be formally adopted before the action or response.

6. **Testimony:** Formal testimony before any committee or subcommittee of the Legislature on behalf of the City must first be approved by the Mayor in coordination with City Administration.

7. **Resource Information:** City officials may convey factual information to any branch of the government or representatives thereof on behalf of the City, and shall immediately inform the Mayor of any such communication.

D. Enforcement

Failure to abide by this policy may result in a reprimand by the City Council (public or private).

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2025 -R03

LEGISLATIVE PRIORITIES FOR 2025

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, ESTABLISHING PRIORITIES FOR THE 89TH LEGISLATIVE SESSION IN TEXAS, AND AUTHORIZING REPRESENTATION OF THE MUNICIPALITY IN ADVOCATING CERTAIN POSITIONS.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") finds it to be in the public interest, and necessary for the public health, safety and welfare, that the city take positions on certain issues that may or have come before the 89th Texas Legislature in the Spring of 2025; and

WHEREAS, the City Council finds legislative involvement to be a legitimate exercise of its elected duties as the governing body serving those who live, work, visit, and own property in the city limits and the extraterritorial jurisdiction; and

WHEREAS, the City Council understands that members of the Texas Senate and the Texas House of Representatives benefit from learning of the analysis performed and positions taken by locally-elected public officials; and

WHEREAS, the City Council has identified the following items as being worthy of voicing a position on behalf of the people of Dripping Springs; and

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

A. Support-

1. **Wedding Capital of Texas:** The City Council hereby supports legislation that would re-designate the City as the "Wedding Capital of Texas". (The designation was made through House Concurrent Resolution No. 43 in the 84th Legislature, Regular Session in 2015.).
2. **Local Control:** The City Council hereby supports legislation that upholds the principle of local government and reinforces the lawful statutory authority of the elected leaders of Dripping Springs to respect the priorities of their citizenry and respond to local challenges and opportunities.
3. **Funding:** The City Council supports legislation that assists the City with additional tools for funding for transportation, parks, and other essential services.
4. **Infrastructure:** The City Council supports legislation that assists the City with the acquisition of property, permitting, and construction of infrastructure to serve development within the city limits and extraterritorial jurisdiction of the City.
5. **Land Use:** The City Council supports legislation that would make beneficial

amendments to allow greater authority for regulation of exterior design and building materials, and to allow greater flexibility and predictability in processing plat and site plan applications, and to assist the City adequately prepare for its future planning needs.

6. **Water:** The City Council supports legislation that would provide the City with additional authority to collaborate with water providers to ensure that future development has adequate access to water prior to being approved for entitlements.
7. **Lighting:** The City Council hereby supports legislation that would expand the City's authority to regulate lighting and Dark Sky requirements.
8. **Property Tax:** The City Council supports legislation that would increase transparency in the ad valorem (property) tax and budget adoption by coordinating state, county, and city timelines for review, notice, and approval of ad valorem tax. City Council supports legislation that would increase the accuracy of appraisals of all types of property.
9. **Sales Tax:** The City Council hereby supports legislation that would make beneficial amendments to district or other taxing district sales tax and areas to authorize cities to replace some or all sales taxes in an area with city sales taxes, provided a district or other taxing jurisdiction's existing sales tax debt is proportionately and reasonably provided for in some manner.
10. **Signs:** The City Council hereby supports legislation that would affirm State and City authority over off-premise and other commercial signs in the city limits and the extraterritorial jurisdiction. The City Council supports legislation that supports Scenic Highways in the Hill Country.
11. **Transportation:** The City Council supports legislation that would provide direction and funding for future projects within the City Limits and Extraterritorial Jurisdiction of the City of Dripping Springs. The City Council also supports any effort that increases communications with the Texas Department of Transportation and other regional partners related to projects within the City Limits and Extraterritorial Jurisdiction of the City of Dripping Springs.
12. **Extraterritorial Jurisdiction:** The City Council supports legislation that would protect the extraterritorial jurisdiction and the city's authority to regulate development as it relates to water availability, wastewater availability, impervious cover, drainage, and other beneficial infrastructure.
13. **Planning and Zoning Commission:** The City Council supports legislation that would make beneficial amendments to clarify and simplify both the zoning and subdivision process for the City and applicants while still allowing for regulation of health and safety issues.
14. **Elections:** The City Council supports legislation that would make beneficial amendments to simplify the election and related processes for the city secretary's office.

B. Opposition –

1. **Local Control:** The City Council hereby opposes legislation that erodes local control or weakens the ability of locally-elected leaders to respond to challenges or opportunities unique to the Dripping Springs community or Texas Hill Country region.
2. **Appraisal & Revenue Caps:** The City Council hereby opposes legislation that expands appraisal caps or imposes revenue caps on *ad valorem* (property) taxes.
3. **Elections:** The City Council opposes legislation that would limit municipal elections.
4. **ETJ:** The City Council hereby opposes legislation that lessens municipal authority to

regulate in the extraterritorial jurisdiction (ETJ) or removes or abolishes the area of the City's ETJ.

5. **Impervious Cover:** The City Council hereby opposes legislation that limits the authority of municipalities to provide for water quality protection and pollution prevention by regulating impervious cover, lot sizes, drainage infrastructure, and other aspects of development that impact stormwater controls and watersheds.
6. **Infrastructure:** The City Council opposes legislation that would erode municipal authority related to the provision of utility, parks, street, or other infrastructure.
7. **Land Use:** The City Council hereby opposes legislation that lessens municipal authority to reasonably regulate land use including preemption of land use authority by other governmental entities. The City Council opposes legislation that limits the authority or the amount of time the City has to adequately review site plans and plats. The City Council opposes legislation that lessens the City's authority to engage in voluntary annexation.
8. **Lighting:** The City Council hereby opposes legislation that lessens municipal authority to regulate lighting, including Dark Sky requirements, or preempts municipal lighting regulations.
9. **Municipal Courts:** The City Council hereby opposes legislation that curtails the authority of a municipal court to enforce its judgments.
10. **Signs:** The City Council hereby opposes legislation that lessens municipal authority to regulate signs or preempts municipal sign regulations.
11. **Trees:** The City Council hereby opposes legislation that restricts the ability of municipalities to preserve their scenic landscapes and protect trees.
12. **Vesting:** The City Council hereby opposes legislation that amends Texas Local Government Code Chapter 245 to restrict the application of current municipal regulations, thus expanding entitlements under which stagnant or dormant land development projects can build or operate under old or outdated regulations.

C. Administration-

1. **Legislators:** The City Council directs City staff to provide a copy of this Resolution to the State Senator for District 25, and the State Representatives for District 45 and District 73.
2. **Texas Municipal League:** The City Council directs City staff to provide a copy of this Resolution to the Texas Municipal League.
3. **Hays County:** The City Council directs City staff to provide a copy of this Resolution to the Hays County Commissioners Court.
4. **Advocacy:** City officials are hereby authorized to advocate and otherwise convey positions expressed herein in accordance with the city's Legislative Policy.
5. **Open Meetings:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 7th day of January 2025, by a vote of 3 (*ayes*) to 0 (*nays*) to 1 (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

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

ATTEST:

Diana Boone
Diana Boone, City Secretary

City of Dripping Springs TEXAS Inc. 1981