City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street – Dripping Springs, Texas

Tuesday, August 05, 2025, 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 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

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

PLEDGE OF ALLEGIANCE

BUDGET WORKSHOP

1. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2026.** *Deputy City Administrator, Shawn Cox*

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.

2. **A Proclamation of the City of Dripping Springs declaring August 7, 2025 as "Purple Heart Day."** *Sponsor: Mayor Bill Foulds, Jr.*

3. **A Proclamation of the City of Dripping Springs proclaiming the City of Dripping Springs, Texas as a Purple Heart City.** *Sponsor: Mayor Bill Foulds, Jr.*

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.

4. **Approval of the July 1, 2025 City Council meeting minutes.**

5. **Approval of a Resolution of the City of Dripping Springs Consenting to the City of Dripping Springs Water Conservation Plan.** *Sponsor: Mayor Bill Foulds, Jr.*

6. **Approval of a Resolution of the City of Dripping Springs Consenting to the Drought Contingency Plan for municipal water use.** *Sponsor: Mayor Bill Foulds, Jr.*

7. **Approval of a Resolution of the City of Dripping Springs Accepting Improvements and Approving a Maintenance Bond for the Driftwood 967 Next Step Drive – Water and Wastewater Improvements.** *Applicant: Dale Lowden Excavating, LLC*

8. **Approval of a Resolution of the City of Dripping Springs Appointing Ginger Faught to Place 3 of the Driftwood Economic Development Municipal Management District's Board of Directors.** *Sponsor: Mayor Bill Foulds, Jr.*

9. **Approval of the June 2025 Treasurer's Report.** *Deputy City Administrator, Shawn Cox*

BUSINESS AGENDA

10. **Update on signage design and discuss and consider approval of draft bid package for Wayfinding Signage.** *Sponsor: Mayor Bill Foulds, Jr.*

11. **Public hearing, discussion, and consideration of approval of proposed amendments to an Ordinance of the City of Dripping Springs, Chapter 2, Article 2.04, Division 3 relating to the Parks and Recreation Commission.** *Sponsor: Mayor Pro Tem Taline Manassian*

12. **Approval of the at-large appointment of Ryan Strittmatter to the Parks & Recreation Commission for term ending June 30, 2026.**

13. **Discuss and consider approval of a Resolution of the City of Dripping Springs revising the Personnel Manual, including updating the Telecommuting Policy and approving a Technology Acceptable Use Policy.** *Sponsor: Mayor Bill Foulds, Jr.*

14. **Discuss and consider approval of a Resolution of the City of Dripping Springs Approving and Adopting the 2025 Multi-Jurisdictional Hazard Mitigation Plan.** *Sponsor: Council Member Geoffrey Tahuahua*

15. **Discuss and consider approval of the City of Dripping Springs' submittal of an application to the Lower Colorado River Authority's Community Grant Program for Dripping Springs Ranch Park Event Center roof repairs.** *Sponsor: Mayor Bill Foulds, Jr.*

16. **Discuss and consider approval of a Resolution of the City of Dripping Springs Expressing Support for Hays County's Infrastructure Planning Efforts, including the West Travis County Public Utility Agency's Temporary Interconnection Project, and Affirming the City's Commitment to Regional Collaboration to Protect the Health, Safety, and Welfare of Residents.** *Sponsor: Mayor Bill Foulds, Jr.*

17. **Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2025.** *Deputy City Administrator, Shawn Cox*

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

18. **Transportation Report - Village Grove Parkway.** *Ginger Faught, Deputy City Administrator*

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), 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.

19. **Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*

20. **Consultation with city attorney related to legal issues regarding land use conditions on variances, special exceptions, and other zoning issues.** (*Consultation with Attorney, 551.071*).

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

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings
August 19, 2025, at 5:30 p.m. (Budget Workshop)
September 2, 2025, at 5:30 p.m. (Budget Workshop)
September 16, 2025, at 5:30 p.m. (Budget Workshop)
October 7, 2025, at 6:00 p.m.
October 21, 2025, at 600 p.m.

Board, Commission, & Committee Meetings
Historic Preservation Commission, August 7, 2025, at 4:00 p.m.
TIRZ No.1& No.2 Board, August 11, 2025, at 4:00 p.m.
DSRP Board, August 13, 2025, at 4:00 p.m.
Parks & Recreation Commission, August 20, 2025, at 6:00 p.m.
Emergency Management Committee, August 21, 2025, at 12:00 p.m.
Utility Commission, August 21, 2025, at 4:00 p.m.
Transportation Committee, August 25, 2025, at 3:30 p.m.
Founders Day Commission, August 25, 2025, at 6:30 p.m.
Planning & Zoning Commission, August 26, 2025, at 6:00 p.m.
Farmers Market Committee, August 28, 2025, at 10:00 a.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 July 30, 2025 at 5:00 p.m.

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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.

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY 2026 Proposed
CITY - GENERAL FUND					
Balance Forward	**2,682,552.45**	**3,121,821.56**	**439,269.11**	**3,121,821.56**	**2,048,082.41**
Revenue					
AD Valorem	3,707,356.54	3,707,356.54		3,726,162.68	3,904,222.26
AV P&I	4,000.00	4,000.00		10,683.60	4,000.00
Sales Tax	4,500,000.00	4,500,000.00		4,900,000.00	4,600,000.00
Mixed Beverage	100,000.00	100,000.00		26,976.63	-
Alcohol Permits	6,500.00	6,500.00		5,117.50	5,000.00
Fire Inspections	50,000.00	50,000.00		40,000.00	40,000.00
Bank Interest	150,000.00	150,000.00		210,000.00	175,000.00
Development Fees:					
- Subdivision	295,100.00	295,100.00		500,000.00	459,825.00
- Site Dev	400,000.00	400,000.00		55,000.00	50,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00		65,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00		1,600,000.00	1,500,000.00
Transportation Improvements Reimbursements	1,010,000.00	1,010,000.00		1,337,000.00	1,850,000.00
Solid Waste	55,000.00	55,000.00		60,000.00	60,000.00
Health Permits/Inspections	75,000.00	75,000.00		65,000.00	60,000.00
Municipal Court					
Other Income	40,000.00	40,000.00		40,000.00	40,000.00
TXF from Capital Improvements					
TXF from HOT	55,000.00	255,000.00		255,000.00	3,496.00
TXF from WWU				12,500.00	281,199.17
TXF from TIRZ	-	100,000.00		100,000.00	-
TXF from Sidewalk Fund	29,000.00	29,000.00		29,000.00	-
TXF from Series 2025	-	-		383,000.00	690,948.00
Total	**14,724,508.98**	**15,463,778.10**	**439,269.11**	**16,542,261.97**	**15,836,772.85**
Expense					
Supplies	37,000.00	37,000.00		25,000.00	30,000.00
Office IT Equipment and Support	117,329.00	117,329.00		117,329.00	151,750.00
Software Purchase, Agreements and Licenses	301,251.76	301,251.76		275,000.00	311,298.93
Website	7,000.00	7,000.00		7,000.00	11,930.00
Communications Network/Phone	85,221.64	85,221.64		85,221.64	97,000.00
Miscellaneous Office Equipment	10,000.00	10,000.00		10,000.00	10,016.00
Utilities:					
- Street Lights	20,000.00	20,000.00		18,000.00	20,000.00
- Streets Water	4,000.00	4,000.00		4,000.00	4,000.00
- Office Electric	8,000.00	8,000.00		11,750.00	15,000.00
- Office Water	750.00	750.00		2,450.00	3,000.00
- DT Restroom Electric	2,000.00	2,000.00		1,000.00	2,000.00
- DT Restroom Water	2,000.00	2,000.00		1,000.00	2,000.00
- Stephenson Electric	1,500.00	1,500.00		750.00	1,500.00
- Stephenson Water	800.00	800.00		800.00	1,500.00
Transportation:					
- Improvement Projects	790,000.00	790,000.00		390,000.00	2,655,000.00
- Street & ROW Maintenance	215,075.00	215,075.00		175,000.00	272,000.00
- Street Improvements	-	439,269.14		773,157.42	690,948.00
Office Maintenance/Repairs	36,880.00	36,880.00		36,880.00	94,200.00
Stephenson Building Maintenance	2,500.00	2,500.00		500.00	-
Maintenance Equipment	115,500.00	115,500.00		115,500.00	24,500.00
Equipment Maintenance	17,750.00	17,750.00		8,000.00	49,500.00
Maintenance Supplies	6,500.00	6,500.00		6,500.00	10,000.00
Fleet Acquisition	50,000.00	50,000.00		44,763.69	-
Fleet Maintenance	103,675.00	103,675.00		75,000.00	130,000.00
City Hall Improvements	1,100,000.00	1,100,000.00		1,100,000.00	-
Maintenance Facility	-	-			
Uniforms	17,500.00	17,500.00		12,500.00	18,310.00
Special Projects:					
- Family Violence Ctr	7,000.00	7,000.00		7,000.00	7,000.00
- Lighting Compliance	2,000.00	2,000.00		2,000.00	2,0

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY 2026 Proposed
- Economic Development	5,000.00	5,000.00		5,000.00	5,000.00
- Records Management	720.00	720.00		2,250.00	2,500.00
- Government Affairs	50,000.00	50,000.00		-	-
- Planning Consultant	30,000.00	30,000.00		30,000.00	-
- Land Acquisition	10,000.00	10,000.00		-	10,000.00
- Downtown Bathroom	-	360,000.00		383,000.00	-
- City Hall Planning					
Public Safety:					
- Emergency Management Equipment	67,500.00	67,500.00		67,500.00	6,800.00
- Emergency Equipment Fire & Safety	611.00	611.00		900.00	13,000.00
- Emergency Mgt PR	3,000.00	3,000.00		3,000.00	3,000.00
- Emergency Equipment Maintenance & Service	12,299.00	12,299.00		12,299.00	12,910.00
- Emergency Management Other					
- Animal Control	3,400.00	3,400.00		3,400.00	3,400.00
Public Relations	15,000.00	15,000.00		15,000.00	15,000.00
Postage	4,500.00	4,500.00		4,500.00	4,500.00
TML Insurance:					
- Liability	33,908.00	33,908.00		25,699.50	30,000.00
- Property	67,191.00	67,191.00		87,262.50	95,988.75
- Workers' Comp	42,497.00	42,497.00		61,822.00	68,004.20
Dues, Fees, Subscriptions	74,462.85	74,462.85		125,000.00	104,047.85
Public Notices	2,600.00	2,600.00		6,000.00	4,200.00
City Sponsored Events					
Election	8,000.00	8,000.00		-	8,000.00
Salaries	3,936,374.84	3,936,374.84		3,594,295.82	4,109,876.51
Taxes	309,012.18	309,012.18		282,158.39	327,509.55
Benefits	315,432.63	315,432.63		288,020.89	397,946.48
Retirement	214,341.87	214,341.87		195,715.13	235,335.82
DSRP Salaries	293,829.00	293,829.00		417,237.18	306,909.40
DSRP Taxes	23,737.92	23,737.92		33,707.84	24,738.57
DSRP Benefits	35,267.45	35,267.45		50,079.78	40,433.06
DSRP Retirement	17,049.43	17,049.43		24,210.19	17,992.56
Professional Services:					
- Financial Services	37,500.00	37,500.00		55,849.00	55,000.00
- Engineering	70,000.00	70,000.00		70,000.00	70,000.00
- Special Counsel and Consultants	16,000.00	16,000.00		5,000.00	12,000.00
- Muni Court	15,500.00	15,500.00		8,000.00	15,500.00
- Bldg. Inspector	750,000.00	750,000.00		1,100,000.00	750,000.00
- Fire Inspector	40,000.00	40,000.00		40,000.00	40,000.00
- Health Inspector	-	-		15,000.00	15,000.00
- Architectural and Landscape Consultants	5,000.00	5,000.00		2,500.00	5,000.00
- Historic District Consultant	29,500.00	29,500.00		29,500.00	-
- Lighting Consultant	2,000.00	2,000.00		2,000.00	2,000.00
- Human Resource Consultant	38,200.00	38,200.00		30,000.00	25,000.00
- Law Enforcement	-	-		-	182,541.00
Training/CE	100,000.00	100,000.00		85,000.00	100,000.00
Employee Engagement	20,000.00	20,000.00		20,000.00	5,000.00
Meeting Supplies	3,120.00	3,120.00		8,600.00	-
Code Publication	6,461.47	6,461.47		6,461.47	6,500.00
Mileage	2,000.00	2,000.00		1,200.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00		5,000.00	10,000.00
Bad Debt Expense					
Contingencies/Emergency Fund	62,000.00	62,000.00		10,000.00	50,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)					
Debt Payment 2024	486,041.67	486,041.67		486,041.67	485,238.00
Debt Payment 2025	865,000.00	865,000.00		425,529.52	424,392.65
TXF to Reserve Fund	500,000.00	500,000.00		300,000.00	300,000.00
TXF AV to TIF	575,566.14	575,566.14		575,566.14	705,585.10
TXF to TIRZ					
Sales Tax TXF to WWU	900,000.00	900,000.00		980,000.00	920,000.00
SPA & ECO D TXF	259,200.00	259,200.00		215,000.00	225,000.00
TXF to DSRP					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
TXF to Capital Improvement Fund	-	-		-	300,000.00
TXF to Vehicle Replacement Fund	115,083.55	115,083.55		115,083.55	162,679.00
TXF to WWU					
TXF to Founders Day					
TXF to Farmers Market	16,542.01	16,542.01		16,542.01	17,765.75
Total	**13,561,681.40**	**14,360,950.54**	**-**	**13,632,033.33**	**15,347,747.19**
PARKS - GENERAL FUND					
Revenue					
Sponsorships and Donations	5,500.00	5,500.00		5.00	6,000.00
City Sponsored Events					
Programs and Events	9,500.00	9,500.00		9,500.00	8,800.00
Community Service Permit Fees	1,800.00	1,800.00		1,800.00	1,375.00
Aquatics Program Income	41,750.00	41,750.00		42,775.15	32,750.00
Pool and Pavilion Rental	21,235.00	21,235.00		21,517.75	22,238.75
Park Rental Fees	6,000.00	6,000.00		8,980.00	19,000.00
Reimbursement of Utility Costs				4,790.00	
TXF from HOT Fund	16,500.00	16,500.00		16,500.00	16,500.00
TXF from Parkland Dedication	8,500.00	8,500.00		8,500.00	-
TXF from Parkland Development					-
TXF from Landscaping Fund	60,000.00	60,000.00		60,000.00	70,000.00
Total Revenue	**170,785.00**	**170,785.00**		**174,367.90**	**176,663.75**
Expense					
Other	6,500.00	6,500.00		6,500.00	6,500.00
Park Consultants				10,000.00	35,000.00
Dues Fees and Subscriptions	2,575.00	2,575.00		2,575.00	3,075.00
Advertising & Marketing	15,500.00	15,500.00		15,500.00	17,020.00
Total Other	**24,575.00**	**24,575.00**		**34,575.00**	**61,595.00**
Public Improvements					
All Parks	247,000.00	247,000.00		397,000.00	-
Triangle Improvement	5,000.00	5,000.00		5,000.00	-
Rathgeber Improvements	-	-		-	
Founders Park	175,000.00	155,000.00		155,000.00	-
Founders Pool	10,000.00	10,000.00		10,000.00	-
Skate Park	25,000.00	25,000.00		25,000.00	-
S & R Park	70,000.00	90,000.00		90,000.00	15,000.00
Charro Ranch Park	-	-		-	-
Total Improvements	**532,000.00**	**532,000.00**		**682,000.00**	**15,000.00**
Utilities					
Portable Toilets	10,000.00	10,000.00		7,500.00	10,000.00
Hays Trinity Groundwater Permit	150.00	150.00		150.00	150.00
Triangle Electric	500.00	500.00		500.00	500.00
Triangle Water	500.00	500.00		500.00	500.00
Ranch House Network/Phone	8,568.00	8,568.00		8,568.00	8,568.00
S&R Park Water	13,000.00	13,000.00		16,274.98	13,000.00
SRP Electric	2,500.00	2,500.00		2,500.00	2,500.00
FMP Pool/ Pavilion Water	5,300.00	5,300.00		5,300.00	5,300.00
FMP Pool//Electricity	4,500.00	4,500.00		6,000.00	6,000.00
Pool Phone/Network	2,500.00	2,500.00		2,500.00	7,500.00
FMP Pool Propane	10,000.00	10,000.00		7,500.00	6,000.00
Total Utilities	**57,518.00**	**57,518.00**		**57,292.98**	**60,018.00**
Maintenance					
General Maintenance (All Parks)	25,000.00	25,000.00		25,000.00	25,000.00
Trail Washout repairs					25,000.00
Equipment Rental	5,000.00	5,000.00		2,500.00	5,000.00
Founders Pool	21,000.00	21,000.00		21,000.00	7,500.00
Founders Park	26,000.00	26,000.00		26,000.00	44,000.00
Skate Park Maintenance	2,500.00	2,500.00		2,500.00	5

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
S&R	43,500.00	43,500.00		43,500.00	43,500.00
Charro Ranch Park	26,150.00	26,150.00		21,150.00	25,700.00
Triangle/ Veteran's Memorial Park	5,700.00	5,700.00		5,700.00	5,700.00
Rathgeber Maintenance					-
Ranch Park Maintenance	17,000.00	17,000.00		17,000.00	22,000.00
Total Maintenance	**171,850.00**	**171,850.00**		**164,350.00**	**203,900.00**
Supplies					
General Parks	19,600.00	19,600.00		19,600.00	27,000.00
Charro Ranch Supplies	1,050.00	1,050.00		1,050.00	1,500.00
Founders Park Supplies	-	-	-		-
Founders Pool Supplies	26,200.00	26,200.00		26,200.00	26,200.00
Program and Events	10,950.00	10,950.00		10,950.00	11,250.00
DSRP & Ranch House Supplies					
Rathgeber Supplies	1,504.00	1,504.00		1,504.00	1,504.00
S&R Supplies	400.00	400.00		400.00	400.00
Total Supplies	**59,704.00**	**59,704.00**		**59,704.00**	**67,854.00**
Program Staff					
Camp Staff	-	-			
Program Event Staff	16,840.00	16,840.00		6,840.00	3,000.00
Aquatics Staff	126,813.64	126,813.64		100,000.00	118,013.00
Total Staff Expense	**143,653.64**	**143,653.64**		**106,840.00**	**121,013.00**
Total Parks Expenditures	**989,300.64**	**989,300.64**		**1,104,761.98**	**529,380.00**
FOUNDERS DAY - GENERAL FUND					
Balance Forward	**63,778.56**	**63,778.56**		**63,778.56**	**68,247.85**
Revenue					
Craft booths/Business Booths	7,540.00	7,540.00		7,020.00	12,150.00
Facility Rentals	-	-		8,000.00	10,000.00
Food booths	1,500.00	1,500.00		1,612.50	1,612.50
BBQ cookers	5,115.00	5,115.00		6,650.00	6,650.00
Carnival	15,000.00	15,000.00		20,265.63	20,000.00
Parade	4,675.00	4,675.00		3,910.00	-
Sponsorship	100,000.00	100,000.00		121,700.00	120,000.00
Parking concession	500.00	500.00		500.00	-
Electric	3,000.00	3,000.00		3,300.00	3,300.00
Misc.					
TXF from General Fund					
Total	**201,108.56**	**201,108.56**		**236,736.69**	**241,960.35**
Expense					
Publicity	1,400.00	1,400.00		6,031.75	3,450.00
Porta-Potties	10,000.00	10,000.00		10,310.00	10,500.00
Security	38,000.00	38,000.00		43,493.55	46,837.00
Health, Safety & Lighting	17,500.00	17,500.00		18,965.00	20,861.50
Transportation	10,500.00	10,500.00		9,321.18	19,303.30
Barricades/Traffic Plan	21,500.00	21,500.00		17,005.00	12,650.00
Bands/Music/Sound	25,000.00	25,000.00		22,040.26	26,000.00
Clean Up	18,500.00	18,500.00		16,812.84	19,200.00
FD Event Supplies	1,000.00	1,000.00		3,817.78	5,000.00
Sponsorship	3,500.00	3,500.00		8,919.36	9,800.00
Parade	500.00	500.00		-	-
Tent, Tables & Chairs	7,000.00	7,000.00		11,631.00	15,000.00
Electricity	2,000.00	2,000.00		141.12	-
FD Electrical Setup	225.00	225.00		-	30,000.00
Contingencies					5,000.00
Total expenses	**156,625.00**	**156,625.00**		**168,488.84**	**223,601.80**
Balance Forward	**44,483.56**	**44,483.56**		**68,247.85**	**18,358.55**
CONSOLIDATED GENERAL FUND					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
Revenue					
City	14,724,508.98	15,463,778.12	-	16,542,261.97	15,836,772.85
Parks	170,785.00	170,785.00	-	174,367.90	176,663.75
Founders	201,108.56	201,108.56	-	236,736.69	241,960.35
Total	**15,096,402.54**	**15,835,671.68**	**-**	**16,953,366.56**	**16,255,396.95**
Expense					
City	13,561,681.40	14,360,950.54		13,632,033.33	15,347,747.19
Parks	989,300.64	989,300.64	-	1,104,761.98	529,380.00
Founders	156,625.00	156,625.00	-	168,488.84	223,601.80
Total Expense	**14,707,607.04**	**15,506,876.18**	**-**	**14,905,284.15**	**16,100,728.99**
Balance Forward	**388,795.50**	**328,795.50**	**-**	**2,048,082.41**	**154,667.95**
DRIPPING SPRINGS FARMERS MARKET					
Balance Forward	**28,193.38**	**28,193.38**		**10,658.96**	**9,529.42**
Revenue					
FM Sponsor	1,000.00	1,000.00		800.00	1,000.00
Grant Income	1,000.00	1,000.00		-	-
Booth Space	66,000.00	66,000.00		59,000.00	63,000.00
Applications	1,400.00	1,400.00		1,200.00	1,400.00
Membership Fee	2,200.00	2,200.00		1,900.00	-
Facility Fee	-	-		2,280.00	2,000.00
Interest Income	1,800.00	1,800.00		1,600.00	1,600.00
Market Event/Merch.	400.00	400.00		500.00	500.00
Transfer from General Fund	16,542.01	16,542.01		16,542.01	17,765.75
Total	**118,535.39**	**118,535.39**		**94,480.97**	**96,795.17**
Expense					
Advertising	4,700.00	4,700.00			3,000.00
Market Manager	60,468.30	60,468.30		63,227.54	62,381.68
Payroll Tax Expense	4,877.83	4,877.83		5,100.41	5,024.20
DSFM Benefits	7,057.78	7,057.78		7,379.83	8,089.52
Retirement	3,508.67	3,508.67		3,668.77	3,657.13
Entertainment& Activities	5,000.00	5,000.00		5,000.00	5,200.00
Dues Fees & Subscriptions	200.00	200.00		-	200.00
Training	100.00	100.00		185.00	200.00
Office Expense	200.00	200.00		-	100.00
Supplies Expense	-	-		-	500.00
Network & Phone	200.00	200.00		240.00	250.00
Cleaning & Maintenance	2,200.00	2,200.00		150.00	1,000.00
Other Expense	-	-			
Capital Fund	-	-			
Contingency Fund	500.00	500.00		-	500.00
Transfer to Reserve Fund	-	-		-	-
Total Expense	**89,012.58**	**89,012.58**		**84,951.55**	**90,102.53**
Balance Forward	**29,522.81**	**29,522.81**		**9,529.42**	**6,692.64**
PARKLAND DEDICATION FUND					
Balance Forward	**10,365.81**	**10,365.81**		**308,606.61**	**392,690.61**
Revenue					
Parkland Fees				84,084.00	-
Total Revenue	**10,365.81**	**10,365.81**		**392,690.61**	**392,690.61**
Expense					
Park Improvements	-	-		-	392,690.61
TXF to AG Facility					
Master Naturalists	-	-		-	
Total Expenses	**-**	**-**		**-**	**392,690.61**
Balance Forward	**10,365.81**	**10,365.81**		**392,690.61**	**-**
PARKLAND DEVELOPMENT FUND					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
Balance Forward				**84,858.00**	**116,610.00**
Revenue					
Parkland Development Fees				31,752.00	-
Total Revenue	**-**	**-**		**116,610.00**	**116,610.00**
Expense					
Transfer to Parks				-	116,610.00
Total Expenses	**-**	**-**		**-**	**116,610.00**
Balance Forward	**-**	**-**		**116,610.00**	**-**
AG FACILITY FUND					
Balance Forward	**-**	**-**		**109,300.00**	**-**
Revenue					
Ag Facility Fees	-	-		6,700.00	-
Total Revenues	**-**	**-**		**116,000.00**	**-**
Expense					
TXF to DSRP	-	-		116,000.00	-
Total Expense	**-**	**-**		**116,000.00**	**-**
Balance Forward	**-**	**-**		**-**	**-**
LANDSCAPING FUND					
Balance Forward	**509,067.00**	**509,067.00**		**509,067.00**	**478,767.00**
Revenue					
Tree Replacement Fees					
Total Revenues	**509,067.00**	**509,067.00**		**509,067.00**	**478,767.00**
Expense					
Sports and Rec Park					
DSRP					
FMP				3,000.00	
Charro					
Historic Districts					
Professional Services					
Tree Maintenance	25,000.00	25,000.00		25,000.00	
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		2,300.00	2,000.00
Total Expense	**27,300.00**	**27,300.00**		**30,300.00**	**2,000.00**
Balance Forward	**481,767.00**	**481,767.00**		**478,767.00**	**476,767.00**
SIDEWALK FUND					
Balance Forward	**29,828.96**	**29,828.96**		**29,828.96**	**828.96**
Revenue					
Fees	-	-		-	-
Total Revenues	**29,828.96**	**29,828.96**		**29,828.96**	**828.96**
Expense					
Expense	29,000.00	29,000.00		29,000.00	-
Total Expense	**29,000.00**	**29,000.00**		**29,000.00**	**-**
Balance Forward	**828.96**	**828.96**		**828.96**	**828.96**
DRIPPING SPRINGS RANCH PARK OPERATING FUND					
Balance Forward	**156,169.49**	**156,169.49**		**248,762.76**	**78,576.26**
Revenue					
Stall Rentals	40,000.00	40,000.00		35,000.00	35,500.00
RV/Camping Site Rentals	21,000.00	21,000.00		21,000.00	21,000.00
Facility Rentals	125,000.00	125,000.00		125,000.00	130,500.00
Equipment Rental	8,000.00	8,000.00		11,600.00	10,000.00
Sponsorships & Donations	52,275.00	52,275.00		6,000.00	51
Merchandise Sales	22,065.20	22,065.20		23,000.00	22

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY 2026 Proposed
Riding Permits	8,000.00	8,000.00		9,560.00	10,000.00
Staff & Misc. Fees	4,000.00	4,000.00		4,000.00	4,700.00
Cleaning Fees	25,000.00	25,000.00		25,000.00	20,000.00
General Program and Events:					
- Riding Series	35,000.00	35,000.00		35,000.00	38,000.00
- Coyote Camp	137,100.00	137,100.00		152,607.00	140,000.00
- Misc. Events	12,000.00	12,000.00		48,824.00	12,000.00
- Programing	53,000.00	53,000.00		53,000.00	62,500.00
- Concert Series					
- Ice Rink	229,169.00	229,169.00		153,111.00	190,800.00
- Ice Rink Merchandise	500.00	500.00		1,390.00	2,000.00
Concessions				367.00	1,500.00
Other Income	500.00	500.00		1,826.00	500.00
Interest	4,500.00	4,500.00		6,000.00	4,500.00
TXF from Ag Facility	-	-		116,000.00	-
TXF from HOT	330,000.00	330,000.00		330,000.00	308,800.00
Total Revenue	**1,263,278.69**	**1,263,278.69**		**1,407,047.76**	**1,145,151.26**
Expense					
Advertising	15,000.00	15,000.00		8,000.00	15,000.00
Office Supplies	10,000.00	10,000.00		10,000.00	10,000.00
Postage					
DSRP On Call	-	-			
Programing Staff	154,246.48	154,246.48		154,246.48	138,246.48
Network and Communications	9,414.00	9,414.00		14,000.00	8,912.40
IT Equipment & Support	3,000.00	3,000.00		3,000.00	3,700.00
Co-Sponsored Events	7,900.00	7,900.00		7,900.00	7,900.00
Sponsorship Expenses	2,100.00	2,100.00		2,100.00	2,100.00
Supplies and Materials	-	-			
Uniforms	1,000.00	1,000.00		1,000.00	1,000.00
Ranch House Supplies	1,000.00	1,000.00		1,000.00	1,000.00
Dues, Fees and Subscriptions	5,127.50	5,127.50		5,127.50	5,000.00
Mileage	500.00	500.00		500.00	500.00
Equipment	5,000.00	5,000.00		5,000.00	33,578.37
House Equipment					
Equipment Rental	3,000.00	3,000.00		3,000.00	3,000.00
Equipment Maintenance	25,000.00	25,000.00		20,000.00	25,000.00
Portable Toilets	960.00	960.00		960.00	2,500.00
Electric	60,000.00	60,000.00		85,000.00	90,000.00
Water	7,000.00	7,000.00		19,000.00	15,000.00
Septic	750.00	750.00		750.00	750.00
Lift Station Maintenance	12,000.00	12,000.00		8,000.00	5,000.00
Propane/Natural Gas	2,500.00	2,500.00		5,500.00	2,500.00
On Call Phone					
Alarm	13,317.24	13,317.24		13,317.24	13,317.24
Stall Cleaning & Repair	4,000.00	4,000.00		3,500.00	4,000.00
Training and Education	-	-			
General Program and Events:					
- Riding Series	28,000.00	28,000.00		33,000.00	28,000.00
- Coyote Camp	12,000.00	12,000.00		12,000.00	16,000.00
- Misc. Events	700.00	700.00		55,000.00	1,500.00
- Programing	8,000.00	8,000.00		25,000.00	13,000.00
- Concert Series					
- Ice Rink	229,169.00	229,169.00		229,169.00	229,169.00
Other Expense	10,000.00	10,000.00		10,000.00	20,000.00
Improvements	320,000.00	320,000.00		320,000.00	13,000.00
Tree Planting					
Contingencies	30,000.00	30,000.00		30,000.00	50,000.00
Fleet Acquisition	-	-			
Fleet Maintenance	3,000.00	3,000.00		3,000.00	5,500.00
General Maintenance and Repair	149,040.00	149,040.00		149,040.00	146,272.00
Grounds and General Maintenance	21,690.00	21,690.00		21,690.00	

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
House Maintenance	5,000.00	5,000.00		5,000.00	10,000.00
HCLE	13,200.00	13,200.00		13,200.00	13,200.00
Merchandise	17,065.20	17,065.20		17,065.20	15,500.00
Sales Tax Remittance				2,500.00	1,565.20
RV/Parking Lot					
TXF to Vehicle Replacement Fund	31,906.08	31,906.08		31,906.08	19,469.00
Total Expenses	**1,221,585.50**	**1,221,585.50**		**1,328,471.50**	**970,179.69**
Balance Forward	**41,693.19**	**41,693.19**		**78,576.26**	**174,971.57**

HOTEL OCCUPANCY TAX FUND

Balance Forward	**626,259.95**	**826,259.95**		**826,259.95**	**458,088.25**
Revenues					
Hotel Occupancy Tax	900,000.00	900,000.00		1,000,000.00	900,000.00
Interest	7,200.00	7,200.00		22,000.00	10,000.00
Total	**1,533,459.95**	**1,733,459.95**	**-**	**1,848,259.95**	**1,368,088.25**
Expenses					
Advertising	300.00	300.00		300.00	3,496.00
Christmas Lighting Displays	27,290.00	27,290.00		23,564.70	27,290.00
City Sponsored Events					
Historic Districts Marketing					
Signage	90,200.00	90,200.00		90,200.00	121,200.00
Arts	-	-		-	
Lighting				-	
Dues and Fees	5,000.00	5,000.00		4,890.00	5,000.00
TXF to Debt Service	90,375.00	90,375.00		90,375.00	92,055.00
RV/ Parking Lot					
Software	5,000.00	5,000.00		5,000.00	9,000.00
TXF to General Fund	55,000.00	255,000.00		255,000.00	-
TXF to DSVB	550,000.00	550,000.00		550,000.00	400,000.00
TXF to Event Center	330,000.00	330,000.00		330,000.00	308,800.00
Grants	40,842.00	40,842.00		40,842.00	32,192.50
Total expenses	**1,194,007.00**	**1,394,007.00**	**-**	**1,390,171.70**	**999,033.50**
Balance Forward	**339,452.95**	**339,452.95**	**-**	**458,088.25**	**369,054.75**

VISITORS BUREAU

Balance Forward					
Revenue	**3,323.83**	**3,323.83**		**19,482.46**	**195,761.68**
Fees					
- Brewers Fest	1,000.00	1,000.00		-	-
- Wedding Showcase	9,000.00	9,000.00		-	9,000.00
Ticket Sales					
- Brewers Fest	17,000.00	17,000.00		16,820.00	-
- Dripping with Taste	-	-			-
- Songwriter's Festival	9,000.00	9,000.00		1,545.00	-
Merchandise					
- Brewers Fest	-	-		-	
- Songwriters Festival	4,000.00	4,000.00		17,553.23	5,000.00
- Eclipse	-	-		-	
Sponsorships & Donations					
- Songwriter's Festival	70,000.00	70,000.00		55,006.00	50,000.00
- Brewers Fest	1,000.00	1,000.00		1,500.00	-
- Stars in Dripping Springs	20,000.00	20,000.00		5,926.35	15,000.00
Grants					
TXF from HOT Fund	550,000.00	550,000.00		550,000.00	400,000.00
Other Revenues	9,000.00	9,000.00		1,496.14	
Interest	5,000.00	5,000.00		11,000.00	8,000.00
Total	**698,323.83**	**698,323.83**		**680,329.18**	**682,761.68**

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
Expense					
Personnel					
- Salaries	143,727.90	143,727.90		125,073.56	143,690.37
- Taxes	11,499.18	11,499.18		10,006.71	11,496.31
- Benefits	14,172.99	14,172.99		12,333.49	16,234.00
- TMRS	8,339.81	8,339.81		7,257.39	8,423.85
Dues, Fees and Subscriptions	3,065.00	3,065.00		6,000.00	4,014.00
Advertising & Marketing	66,742.00	66,742.00		67,774.59	111,500.00
Supplies	2,500.00	2,500.00		2,000.00	2,300.00
IT Equipment & Support					5,555.00
Software	21,960.00	21,960.00		18,000.00	21,621.00
Training & Education	8,800.00	8,800.00		8,800.00	6,000.00
Professional Services					
- Marketing Consultant	5,000.00	5,000.00		5,000.00	-
Utilities					
- Water					
- Electricity	1,000.00	1,000.00		1,000.00	1,000.00
- Phone/Network					
Website	10,000.00	10,000.00		10,000.00	12,000.00
Office Maintenance/Repairs	10,700.00	10,700.00		9,000.00	12,176.00
Office Improvements	-	-			29,000.00
Postage	500.00	500.00		300.00	500.00
Other	-	-			
Brewers Fest	17,675.00	17,675.00		17,992.15	-
Dripping with Taste	-	-			
Songwriter's Festival	100,000.00	100,000.00		86,121.27	115,300.00
Wedding Showcases	2,000.00	2,000.00		806.98	2,000.00
Stars in Dripping Springs	40,000.00	40,000.00		57,101.36	51,900.00
Transfer to Capital	40,000.00	40,000.00		40,000.00	50,000.00
Total expenses	**507,681.89**	**507,681.89**		**484,567.50**	**604,710.53**
Balance Forward	**190,641.94**	**190,641.94**		**195,761.68**	**78,051.15**
UTILITY FUND					
Balance Forward	**8,730,497.32**	**8,730,497.32**		**8,730,497.32**	**6,754,242.19**
Wastewater					
Revenue					
TXF from TWDB	-	-			
Wastewater Service	1,672,883.25	1,672,883.25		1,725,000.00	1,675,000.00
Late Fees/Rtn check fees	9,000.00	9,000.00		8,000.00	7,500.00
Portion of Sales Tax	-	-		-	-
Delayed Connection Fees	5,000.00	5,000.00		16,300.00	5,000.00
Line Extensions	-	-		-	-
Transfer fees	-	-		-	-
Overuse fees	-	-		-	-
Reuse Fees	-	-		-	-
FM 150 WWU Line Reimbursement	-	-		-	-
Interest	-	-		-	-
Other Income	-	-		-	-
Reuse Water Income	-	-		-	-
Developer Reimbursed Costs	-	-		-	-
TXF from General Fund	-	-		-	-
Total Revenues	**1,686,883.25**	**1,686,883.25**		**1,749,300.00**	**1,687,500.00**
Expense					
System Operations and Maintenance:					
- Routine Operations	95,700.00	95,700.00		95,700.00	95,700.00
- Non-Routine Operations	94,400.00	94,400.00		35,000.00	94,400.00
- System Maintenance & Repair	30,000.00	30,000.00		80,000.00	80,000.00
- Chlorinator Maintenance	4,500.00	4,500.00		-	-
- Chlorinator Alarm	1,500.00	1,500.00		-	-
- Odor Control	28,600.00	28,600.00		20,000.00	35

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY 2026 Proposed
- Meter Calibrations	3,500.00	3,500.00		-	-
- Lift Station Cleaning	35,000.00	35,000.00		-	-
- Jet Cleaning Collection lines	50,000.00	50,000.00		-	-
- Drip Field Lawn Maintenance	11,000.00	11,000.00		-	-
- Drip Field Maint & Repairs	30,000.00	30,000.00		41,000.00	51,000.00
- Drip Field Meter Box Replacement	-	-			-
- Lift Station repairs	35,000.00	35,000.00		-	-
- Autodialer Replacement	-	-			-
- Lift Station Preventative Maintenance	11,000.00	11,000.00		81,000.00	81,000.00
- WWTP Maintenance	70,000.00	70,000.00		72,572.00	70,000.00
- Chemicals	16,500.00	16,500.00		13,000.00	20,000.00
- Electricity	88,000.00	88,000.00		88,000.00	105,000.00
- Laboratory Testing	-	-			-
- Sludge Hauling	165,000.00	165,000.00		210,000.00	210,000.00
- Phone/Network	-	-			-
- Supplies	-	-			-
- Wastewater Flow Measurement	-	-			-
- Backwash Flow Meter & Check valve	-	-			-
- Generator Maintenance				-	20,000.00
- Arrowhead Plant Operations	-	-			-
- Big Sky Plant Operations	-	-			-
Arrowhead Operations and Maintenance:					
- Routine Operations	26,000.00	26,000.00		15,000.00	26,000.00
- Non-Routine Operations	24,000.00	24,000.00		15,000.00	24,000.00
- Chlorinator Maintenance	1,750.00	1,750.00		-	-
- Chlorinator Alarm	1,100.00	1,100.00		-	-
- Meter Calibrations	1,400.00	1,400.00		-	-
- Lift Station Cleaning	6,000.00	6,000.00		-	9,000.00
- Drip Field Lawn Maintenance	44,000.00	44,000.00		-	-
- Drip Field Maint & Repairs	8,000.00	8,000.00		25,000.00	50,000.00
- Lift Station repairs	3,000.00	3,000.00		-	5,000.00
- Lift Station Preventative Maintenance	2,000.00	2,000.00		8,000.00	3,000.00
- WWTP Repairs/Pump Repairs	17,000.00	17,000.00		12,000.00	17,000.00
- Chemicals	14,300.00	14,300.00		14,300.00	18,000.00
- Electricity	22,000.00	22,000.00		35,000.00	38,000.00
- Sludge Hauling	50,000.00	50,000.00		20,000.00	40,000.00
- Supplies					
- Equipment					
- Equipment Maintenance					
- Fleet Acquisition					
- Fleet Maintenance					
- Fuel					
- Capital Projects	-	-			
- Arrowhead Plant Lease(s)	286,560.00	286,560.00		286,560.00	286,560.00
Big Sky Operations and Maintenance:					
- Routine Operations	23,250.00	19,000.00	19,000.00	19,000.00	26,000.00
- Non-Routine Operations	21,450.00	17,000.00	17,000.00	20,000.00	21,450.00
- Chlorinator Maintenance	1,500.00	-	-	-	-
- Chlorinator Alarm	1,000.00	-	-	-	-
- Meter Calibrations	1,200.00	-	-	-	-
- Lift Station Cleaning	3,000.00	3,000.00		-	-
- Drip Field Maint & Repairs	7,500.00	7,500.00		7,500.00	7,500.00
- Lift Station repairs	2,500.00	2,500.00		-	-
- Lift Station Preventative Maintenance	1,000.00	1,000.00		-	-
- WWTP Repairs/Pump Repairs	5,000.00	5,000.00		5,000.00	15,000.00
- Chemicals	13,000.00	900.00	900.00	2,400.00	18,000.00
- Electricity	20,000.00	15,000.00	15,000.00	1,500.00	38,000.00
- Sludge Hauling	39,000.00	30,000.00	30,000.00	10,000.00	40,000.00
- Supplies	-	-			
Water Reuse Operations					
- System Maintenance & Repair					20,000.00
- Routine Operations					10

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY 2026 Proposed
- Non-Routine Operations					10,000.00
- Irrigation					10,000.00
Transfer to Vehicle Replacement Fund	50,545.02	50,545.02		50,545.02	51,908.00
Total Expense	**1,466,755.02**	**1,428,255.02**		**1,283,077.02**	**1,646,518.00**
DEVELOPMENT/CAPITAL					
Revenues					
Developer Reimbursed Costs	567,500.00	567,500.00		195,500.00	370,000.00
Portion of Sales Tax	900,000.00	900,000.00		900,000.00	900,000.00
Overuse fees	221,841.43	221,841.43		79,077.63	200,000.00
Line Extension Fees	-	-			
Reuse Fees	-	-			
FM 150 WWU Line Reimbursement	40,000.00	40,000.00			-
Other Income	40,000.00	40,000.00		40,000.00	40,000.00
PEC	130,000.00	130,000.00		173,634.00	140,000.00
ROW Fees	3,500.00	3,500.00		3,500.00	3,500.00
Cable	130,000.00	130,000.00		126,048.00	130,000.00
TX Gas Franchise Fees	4,250.00	4,250.00		6,216.00	6,000.00
Interest	180,000.00	180,000.00		215,000.00	215,000.00
Total Revenue	**2,217,091.43**	**2,217,091.43**		**1,738,975.63**	**2,004,500.00**
Expense					
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00		40,000.00	5,000.00
- Misc. Planning/Consulting 1431-001	67,500.00	67,500.00		35,000.00	50,000.00
- Planning & Permitting	-	100,000.00		2,000.00	4,000.00
- 2nd Amendment CIP 1881-001	60,000.00	60,000.00		-	-
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		3,000.00	5,000.00
- Water Planning 1982-001	5,000.00	5,000.00		2,000.00	4,000.00
- FM 150 WWU Line 1989-001	40,000.00	40,000.00		1,000.00	12,000.00
- Parallel West Interceptor Design& Cost	-	-			
- Caliterra Plan Review & construction Phase Services 19	15,000.00	15,000.00		35,000.00	12,500.00
- TLAP Renewal application 1732-001					
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00	10,000.00		2,000.00	2,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001	60,000.00	60,000.00		10,000.00	30,000.00
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00		15,000.00	50,000.00
- Cannon Tract - 1842-001	5,000.00	5,000.00			
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00		7,500.00	25,000.00
- Big Sky PR & Const Phase Services - 1913-001	20,000.00	20,000.00		15,000.00	2,500.00
- Driftwood Creek PR & Const Phase Services - 1917-00	35,000.00	35,000.00		7,500.00	25,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001					
- Cynosure-Wild Ridge - 2009-001	25,000.00	25,000.00		20,000.00	20,000.00
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00		2,000.00	5,000.00
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00		5,000.00	10,000.00
- AHC Apartments - PDD 11					1,000.00
- Arrowhead WWTP & Drip System Install Design					5,000.00
- Heritage/Cannon Lift Station					25,000.00
- Cannon Ranch Gateway Village Plan Review & CPS - (	60,000.00	60,000.00			27,500.00
- Effluent HP 1952-001 - Engineering	60,000.00	60,000.00		30,000.00	
- Effluent Holding Pond - Construction					50,000.00
- HRTreated Effluent Fill Station	200,000.00	130,000.00		130,000.00	-
- Parallel West Interceptor	-	-			
- Arrowhead Drain Field	1,800,000.00	1,800,000.00		1,800,000.00	-
- WWTP Water Supply	50,000.00	-		-	-
- WWTP Road Repair	50,000.00	-		-	-
- Arrowhead Capital Projects	500,000.00	500,000.00		500,000.00	-
-Caliterra Reimbursement: Spray Fields	-	353,000.00		353,000.00	-
- South Collector	-	-		45,000.00	
- Water Reuse	-	-		-	240,000.00
- Arrowhead Liftstation Upgrades	-	-		-	150,000.00
- Big Sky Maintenance Building	-	-		-	2,500.00
- Flow Control: Driftwood Golf Course	-	-		-	150,000.00
- GIS Implementation	-	-		-	100

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
- Asset Management	-	-		-	150,000.00
- Transfer to Debt Service	-	-		-	2,268,210.50
Total Expense	**3,347,500.00**	**3,645,500.00**		**3,060,000.00**	**3,431,210.50**
TWDB PROJECT					
Revenues					
TXF from TWDB	21,005,000.00	21,005,000.00		445,000.00	1,915,000.00
Total Revenue	**21,005,000.00**	**21,005,000.00**		**445,000.00**	**1,915,000.00**
Expense					
TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00		130,000.00	210,000.00
- East Interceptor 1951-001	200,000.00	200,000.00		45,000.00	185,000.00
- Reclaimed Water Facility 1953-001	25,000.00	25,000.00		35,000.00	200,000.00
- WWTP Design Assistance					
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		60,000.00	30,000.00
Miscellaneous:					
- Consultants and Legal	100,000.00	100,000.00		195,000.00	1,325,000.00
TWDB Capital Projects:					
- West Interceptor	3,000,000.00	3,000,000.00		-	-
- South Collector, LS and FM and TE Line	3,500,000.00	3,500,000.00		-	-
- East Interceptor	-	-		-	-
- WWTP	14,000,000.00	14,000,000.00		-	-
Total Expense	**21,005,000.00**	**21,005,000.00**		**465,000.00**	**1,950,000.00**
WATER					
Revenue					
Fees:					
- Tap Fees	-	-			
- Impact Fees	-	-			
- Meter Set Fees	3,000.00	3,000.00		3,800.00	3,000.00
- Disconnect Fees	-	-		-	
- Equipment Fees	8,000.00	8,000.00		21,765.00	10,000.00
- Inspection Fees	1,000.00	1,000.00		3,476.00	2,500.00
Rates:					
- Base Rate	40,000.00	40,000.00		125,000.00	125,000.00
- Usage	200,000.00	200,000.00		300,000.00	275,000.00
- Penalties					
Other Revenues	6,000.00	6,000.00		-	6,000.00
TXF from Wastewater Fund					
Total Revenue	**258,000.00**	**258,000.00**		**454,041.00**	**421,500.00**
Expense					
Administrative and General Expense:					
- Regulatory Expense	-	-			
- Planning and Permitting	-	-			
System Operations and Maintenance:					
- Routine Operations	27,500.00	27,500.00		27,500.00	35,000.00
- Non Routine Operations	15,000.00	15,000.00		15,000.00	20,000.00
- System Maintenance & Repair	25,000.00	25,000.00		5,000.00	27,500.00
- Laboratory Testing	-	-			
- Supplies	-	-			
- Water Meters	60,000.00	60,000.00		60,000.00	100,000.00
Operating and Maintenance					
Wholesale Water Purchse - WTCPUA					1,020,000.00
Total Expense	**127,500.00**	**127,500.00**		**107,500.00**	**182,500.00**
ADMINISTRATION					
Revenues					
PEC	-	-			

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
ROW Fees	-	-			-
Cable	-	-			-
TX Gas Franchise Fees	-	-			-
Interest	-	-			-
TXF from General Fund	-	-			-
Total Revenue	-	-		-	-
Expense					
Administrative and General Expense:					
- Administrative/Billing Expense	66,000.00	66,000.00		38,200.00	-
- Legal Fees	55,000.00	55,000.00		55,000.00	55,000.00
- Auditing	10,000.00	10,000.00		10,000.00	10,000.00
- Software	7,000.00	7,000.00		25,000.00	15,000.00
- IT Equipment & Support	5,000.00	5,000.00		5,000.00	7,000.00
Systems Operations and Maintenance:					
- Phone/Network	18,000.00	18,000.00		12,500.00	
- Equipment	320,000.00	320,000.00		270,000.00	570,000.00
- Equipment Maintenance	11,000.00	11,000.00		5,000.00	15,000.00
- Fleet Acquisition	50,000.00	50,000.00		42,317.00	80,000.00
- Fleet Maintenance	14,000.00	14,000.00		6,000.00	16,000.00
- Fuel	22,000.00	22,000.00		22,000.00	25,000.00
- Laboratory Testing	45,000.00	45,000.00		45,000.00	80,000.00
- SCADA	50,000.00	59,450.00		59,450.00	20,000.00
Supplies	59,500.00	59,500.00		25,000.00	60,000.00
Other Expense					
Public Relations	-	-			
Postage	-	-		15,000.00	30,000.00
Uniforms	11,000.00	11,000.00		5,000.00	15,000.00
Training	20,000.00	20,000.00		10,000.00	25,000.00
Dispatch	3,000.00	3,000.00		-	-
Salaries	711,493.20	711,493.20		598,368.06	788,419.53
Overtime	48,672.00	48,672.00		35,000.00	48,672.00
Taxes	53,169.15	53,169.15		44,715.43	63,338.09
Benefits	70,133.37	70,133.37		58,982.39	97,189.89
Retirement	40,977.10	40,977.10		34,461.87	46,221.10
On Call	26,000.00	26,000.00		26,000.00	26,000.00
Transfer to General Fund					271,199.17
Total Expense	**1,716,944.82**	**1,726,394.82**	**-**	**1,447,994.74**	**2,364,039.78**
CONSOLIDATED UTILITY FUND					
Revenue					
Balance Forward	8,730,497.32	8,730,497.32		8,730,497.32	6,754,242.19
Development/Capital	2,217,091.43	2,217,091.43		1,738,975.63	2,004,500.00
TWDB Project	21,005,000.00	21,005,000.00		445,000.00	1,915,000.00
Wastewater	1,686,883.25	1,686,883.25		1,749,300.00	1,687,500.00
Water	258,000.00	258,000.00		454,041.00	421,500.00
Operations	-	-		-	-
Total	**33,897,472.00**	**33,897,472.00**		**13,117,813.95**	**12,782,742.19**
Expense					
Development/Capital	3,347,500.00	3,645,500.00		3,060,000.00	3,431,210.50
TWDB Project	21,005,000.00	21,005,000.00		465,000.00	1,950,000.00
Wastewater	1,466,755.02	1,428,255.02		1,283,077.02	1,646,518.00
Water	127,500.00	127,500.00		107,500.00	182,500.00
Operations	1,716,944.82	1,726,394.82		1,447,994.74	2,364,039.78
Total Expense	**27,663,699.84**	**27,932,649.84**		**6,363,571.76**	**9,574,268.28**
Balance Forward	**6,233,772.16**	**5,964,822.16**		**6,754,242.19**	**3,208,473.90**
TWDB FUND					
Balance Forward	**906.24**	**906.24**		**906.24**	**931.24**
Revenues	21,005,000.00	21,005,000.00		445,000.00	1,915,000.00
Interest	20.00	20.00		25.00	

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
Total revenue	**21,005,926.24**	**21,005,926.24**		**445,931.24**	**1,915,956.24**
Expenses					
Escrow Fees					
Expenses	21,005,000.00	21,005,000.00		445,000.00	1,915,000.00
Total Expenses	**21,005,000.00**	**21,005,000.00**		**445,000.00**	**1,915,000.00**
Balance Forward	**926.24**	**926.24**		**931.24**	**956.24**
IMPACT FUND					
Bal Forward	**852,770.61**	**852,770.61**		**1,968,660.78**	**260,927.18**
Revenue					
Impact Fees				132,960.00	758,000.00
Impact Fee Deposits					
Interest Income	45,000.00	45,000.00		25,000.00	20,000.00
Total	**897,770.61**	**897,770.61**		**2,126,620.78**	**1,038,927.18**
Expense					
TXF to Debt Service 2015	670,405.60	670,405.60		670,405.60	
TXF to Debt Service 2019					
TXF to Debt Service 2022				1,195,288.00	
Total expense	**670,405.60**	**670,405.60**		**1,865,693.60**	**-**
Total Bal Forward	**227,365.01**	**227,365.01**		**260,927.18**	**1,038,927.18**
DEBT SERVICE FUND 2015					
Bal Forward	**860,634.56**	**860,634.56**		**862,119.41**	**867,624.25**
Revenue					
TXF from Impact Fund	670,405.60	670,405.60		670,405.60	-
Interest	20,000.00	20,000.00		20,000.00	19,000.00
Total Revenue	**1,551,040.16**	**1,551,040.16**		**1,552,525.01**	**886,624.25**
Expenses					
Debt Payment 2015	684,900.76	684,900.76		684,900.76	670,405.60
Total Expense	**684,900.76**	**684,900.76**		**684,900.76**	**670,405.60**
Balance Forward	**866,139.40**	**866,139.40**		**867,624.25**	**216,218.65**
DEBT SERVICE FUND 2013					
Bal Forward	**125,421.54**	**125,421.54**		**102,532.89**	**107,420.39**
Revenue					
TXF from HOT	90,375.00	90,375.00		90,375.00	92,055.00
Interest	20,000.00	20,000.00		3,000.00	3,000.00
Total	**235,796.54**	**235,796.54**		**195,907.89**	**202,475.39**
Expense					
Tax Series 2013	88,487.50	88,487.50		88,487.50	90,375.00
Total Expenses	**88,487.50**	**88,487.50**		**88,487.50**	**90,375.00**
Balance Forward	**147,309.04**	**147,309.04**		**107,420.39**	**112,100.39**
DEBT SERVICE FUND 2019					
Bal Forward	**1,103,641.63**	**1,103,641.63**		**1,122,650.72**	**102,117.72**
Revenue					
TXF from Impact Fees					1,073,553.00
Interest	20,000.00	20,000.00		23,000.00	20,000.00
Total	**1,123,641.63**	**1,123,641.63**		**1,145,650.72**	**1,195,670.72**
Expense					
Tax Series 2019	1,043,533.00	1,043,533.00		1,043,533.00	1,073,553.00
Total Expenses	**1,043,533.00**	**1,043,533.00**		**1,043,533.00**	**1,073,553.00**
Balance Forward	**80,108.63**	**80,108.63**		**102,117.72**	**122**

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
DEBT SERVICE FUND 2022					
Bal Forward	**1,195,168.50**	**1,195,168.50**		**158,388.14**	**186,908.14**
Revenue					
TXF from Impact Fees				1,195,288.50	1,194,657.50
Interest				25,000.00	15,000.00
Total	**1,195,168.50**	**1,195,168.50**		**1,378,676.64**	**1,396,565.64**
Expense					
Tax Series 2022	1,191,768.50	1,191,768.50		1,191,768.50	1,191,177.50
Total Expenses	**1,191,768.50**	**1,191,768.50**		**1,191,768.50**	**1,191,177.50**
Balance Forward	**3,400.00**	**3,400.00**		**186,908.14**	**205,388.14**
DEBT SERVICE FUND 2025					
Bal Forward	**-**	**-**		**-**	**14,146,913.86**
Revenue					
TXF from Bomd Proceeds	-	-		14,021,913.86	-
Interest				125,000.00	-
Total	**-**	**-**		**14,146,913.86**	**14,146,913.86**
Expense					
- Old Fothugh Road	-	-			
- Stephenson Bldg & Parking	-	-			
- Maintenacne Facility	-	-			
- Street Improvements	-	-			690,948.00
- Transportation Improvements	-	-			
- Other	-	-			
Total Expenses	**-**	**-**		**-**	**-**
Balance Forward	**-**	**-**		**14,146,913.86**	**14,146,913.86**
PEG FUND					
Balance Forward	**154,185.10**	**154,185.10**		**154,377.80**	**188,577.80**
Revenues					
TWC	30,000.00	30,000.00		30,000.00	30,000.00
Interest Income	4,000.00	4,000.00		4,200.00	4,000.00
Total Revenues	**188,185.10**	**188,185.10**		**188,577.80**	**222,577.80**
Expense				-	-
TXF to Event Center	-	-		-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**188,185.10**	**188,185.10**		**188,577.80**	**222,577.80**
RESERVE FUND					
Balance Forward	**2,744,859.25**	**2,744,859.25**		**2,946,163.00**	**3,536,163.00**
Revenue					
TXF from General Fund	300,000.00	300,000.00		500,000.00	500,000.00
Interest	75,000.00	75,000.00		90,000.00	75,000.00
Total	**3,119,859.25**	**3,119,859.25**		**3,536,163.00**	**4,111,163.00**
Expense					
Expense	-	-		-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**3,119,859.25**	**3,119,859.25**		**3,536,163.00**	**4,111,163.00**
TIRZ 1					
Balance Forward	**121,804.14**	**177,204.14**		**177,204.14**	**275,826.60**
Revenues					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY 2026 Proposed
City AV	219,023.80	219,023.80		221,002.01	352,304.87
County AV	346,013.11	346,013.11		372,226.77	372,226.77
City for GAP Escrow					
Interest Income	20,000.00	20,000.00		30,000.00	20,000.00
EPS Reimbursements					
Total Revenue	**706,841.05**	**762,241.05**	**-**	**800,432.92**	**1,020,358.24**
Expense					
TIRZ Expense					
Project Management/Misc. Costs	16,000.00	16,000.00		16,000.00	21,000.00
Project Administration P3 Works	8,000.00	8,000.00		8,000.00	8,000.00
Legal Fees					
Projects:					
- Town Center					45,000.00
- Old Fithugh Road					130,869.75
- Downtown Parking					15,000.00
- Stephenson Building					19,375.00
- Downtown Master Plan (Road/Sidewalk/Drainage)					90,125.00
- Library					250,000.00
- Creek Road					45,000.00
EPS					
MAS	-	-			
HDR	52,500.00	52,500.00		52,500.00	
TJKM - Grant Writing					
Buie - PR					
Misc. Consulting	155,000.00	155,000.00		124,885.16	15,000.00
Creation Cost Reimbursements					
TXF to GAP Escrow					
TXF to General Fund		50,000.00		50,000.00	
Series 2025 TIRZ I Allocation	-	-		273,221.16	272,491.21
Stakeholder Reimbursement	-	-			
Total Expense	**231,500.00**	**281,500.00**	**-**	**524,606.32**	**911,860.96**
Balance Forward	**475,341.05**	**480,741.05**	**-**	**275,826.60**	**108,497.28**
TIRZ 2					
Balance Forward	**1,979,387.49**	**2,068,387.49**		**2,068,387.49**	**2,846,227.78**
Revenue					
Interest Income	30,000.00	30,000.00		40,000.00	30,000.00
City AV	356,542.34	356,542.34		365,006.60	353,280.23
County AV	596,658.45	596,658.45		712,108.00	712,108.00
Total Revenue	**2,962,588.28**	**3,051,588.28**	**-**	**3,185,502.09**	**3,941,616.01**
Expense					
Project Management/Misc. Costs	16,000.00	16,000.00		16,000.00	21,000.00
Project Administration P3 Works	8,000.00	8,000.00		8,000.00	8,000.00
Legal					
Projects:					
- Town Center					15,000.00
- Old Fithugh Road					43,623.25
- Downtown Parking					5,000.00
- Stephenson Building					19,375.00
- Downtown Master Plan (Road/Sidewalk/Drainage)					90,125.00
- Library					250,000.00
- Creek Road					45,000.00
MAS					
HDR	17,500.00	17,500.00		17,500.00	
Misc. Consulting	95,000.00	95,000.00		95,000.00	15,000.00
Creation Cost Reimbursements	.	.			
TXF to General Fund		50,000.00		50,000.00	
Series 2025 TIRZ II Allocation	-	-		152,774.31	152,366.15
Stakeholder Reimbursement	-	-			

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	Proposed
Total Expense	**136,500.00**	**186,500.00**	**-**	**339,274.31**	**664,489.40**
Balance Forward	**2,826,088.28**	**2,865,088.28**	**-**	**2,846,227.78**	**3,277,126.61**
VEHICLE REPLACEMENT FUND					
Balance Forward	**317,116.00**	**317,116.00**		**317,116.00**	**514,650.65**
Revenue					
TXF from General Fund	115,083.55	115,083.55		115,083.55	162,679.00
TXF from DSRP	31,906.08	31,906.08		31,906.08	19,469.00
TXF from WWU	50,545.02	50,545.02		50,545.02	51,908.00
Total Revenue	**514,650.65**	**514,650.65**		**514,650.65**	**748,706.65**
Expense					
Vehicle Replacement				-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**514,650.65**	**514,650.65**		**514,650.65**	**748,706.65**

FY 2026 Proposed Budget Amendments - General Fund

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 07.09.25 Draft*	*Adjusted Figure included in 07.15.25 Draft*		*Information on what was changed, and how.*
				Revenues		
100	100-000-40000	AD Valorem	$ 3,909,580.39	$ 3,904,222.26	$ (5,358.13)	This has been updated to included the Certified Appraisal Totals
100	100-000-40006	AV P&I (FY25)	$ 8,000.00	$ 10,686.60	$ 2,686.60	Updated based on actual recivables
100	100-000-47010	TXF from WWU	$ 10,000.00	$ 281,199.17	$ 271,199.17	This is a transfer from the Utility fund for General Fund employee's who also do work for the Utility Department.
					$ -	
			$ 3,927,580.39	**$ 4,196,108.03**	**$ 268,527.64**	
				Expenditures		
100	100-106-64001	Office IT Equipment and Support	$ 146,300.00	$ 151,750.00	$ 5,450.00	This has been increased based on a spreadsheet error (line not originaly included in total)
100	100-106-64002	Software Purchase, Agreements and Licenses	$ 319,428.30	$ 311,298.93	$ (8,129.37)	Removal of unneeded items
100	100-107-67000	- Liability	$ 37,298.80	$ 30,000.00	$ (7,298.80)	Updated based on quote from TML
100	100-107-67001	- Property	$ 74,800.00	$ 95,988.75	$ 21,188.75	Updated based on quote from TML
100	100-107-67002	- Workers' Comp	$ 59,379.10	$ 68,004.20	$ 8,625.10	Updated based on quote from TML
100	100-107-67000	- Liability (FY25)	$ 33,908.00	$ 25,699.50	$ (8,208.50)	Updated Based on Actual Expenditures (Aware of increase after talk with TML)
100	100-107-67001	- Property (FY25)	$ 68,000.00	$ 87,262.50	$ 19,262.50	Updated Based on Actual Expenditures (Aware of increase after talk with TML)
100	100-107-67002	- Workers' Comp (FY25)	$ 53,981.00	$ 61,822.00	$ 7,841.00	Updated Based on Actual Expenditures (Aware of increase after talk with TML)
100	100-000-60000	Salaries	$ 4,231,107.42	$ 4,109,876.51	$ (121,230.91)	Law Enforcement Costs Moved to New Line Item & Salary Adjustments
100	100-000-61000	Benefits	$ 347,473.01	$ 397,946.48	$ 50,473.47	Increased based on Estimated Insurance Costs
100	100-000-61006	Retirement	$ 234,985.11	$ 235,335.82	$ 350.71	
100	100-401-60000	DSRP Salaries	$ 304,118.93	$ 306,909.40	$ 2,790.47	Salary Adjustments
	100-401-61005	DSRP Taxes	$ 24,525.10	$ 24,738.57	$ 213.47	
	100-401-61000	DSRP Benefits	$ 35,293.38	$ 40,433.06	$ 5,139.69	Increased based on Estimated Insurance Costs
100	100-401-61005	DSRP Retirement	$ 17,828.97	$ 17,992.56	$ 163.59	
100		- Law Enforcement	$ -	$ 182,541.00	$ 182,541.00	Cost based on County numbers. New Line Item created
100	100-105-63039	Employee Engagement	$ 20,000.00	$ 5,000.00	$ (15,000.00)	
100	100-102-64032	Meeing Supplies	$ 6,500.00	$ -	$ (6,500.00)	Meeting Meals were removed
100	100-000-90015	TXF to Farmers Market	$ 18,551.12	$ 17,765.75	$ (785.37)	This was updated based on salary adjustments and insurance costs

FY 2026 Proposed Budget Amendments - General Fund

100	100-404-45000	Craft booths/Business Booths (FY25)	$ 7,568.75	$ 7,020.00	$ (548.75)	Updated based on actual recivables
100	100-404-64016	FD Event Supplies (FY25)	$ 3,802.87	$ 3,817.78	$ 14.91	Increased based on actual expenditures
					$ -	
			$ 6,044,849.86	**$ 6,181,202.82**	**$ 136,352.96**	

Total Savings **$ 132,174.68**

FY 2026 Proposed Budget Amendments - Farmers Market

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 07.09.25 Draft*	*Adjusted Figure included in 07.15.25 Draft*		*Information on what was changed, and how.*
				Revenues		
201	201-403-47007	Transfer from General Fund	$ 18,551.12	$ 17,765.75	$ (785.37)	This was updated based on salary adjustments and insurance costs
					$ -	
			$ 18,551.12	**$ 17,765.75**	**$ (785.37)**	
				Expenditures		
201	201-403-60000	Market Manager	$ 62,976.70	$ 62,381.68	$ (595.02)	Based on Salary Adjustmnents
201	201-403-61005	Payroll Tax Expense	$ 5,069.72	$ 5,024.20	$ (45.52)	Based on Salary Adjustmnents
201	201-403-61000	DSFM Benefits	$ 7,064.10	$ 8,089.52	$ 1,025.42	Increase based on Insurance Estimate
201	201-403-61006	Retirement	$ 3,692.01	$ 3,657.13	$ (34.88)	Based on Salary Adjustmnents
			$ 78,802.53	**$ 79,152.53**	**$ 350.00**	

Total Savings **$ (1,135.37)**

FY 2026 Proposed Budget Amendments - DSRP

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 07.09.25 Draft*	*Adjusted Figure included in 07.15.25 Draft*		*Information on what was changed, and how.*

Revenues

200	200-401-43011	RV/Camping Site Rentals	$ -	$ 21,000.00	$ 21,000.00	Revenue not originaly included
200	200-401-44007	- Misc. Events	$ -	$ 12,000.00	$ 12,000.00	Revenue not originaly included
			$ -	**$ 33,000.00**	**$ 33,000.00**	

Expenditures

200	200-401-64031	- Ice Rink	$ -	$ 229,169.00	$ 229,169.00	Expendiure Not Originaly Included
			$ -	**$ 229,169.00**	**$ 229,169.00**	

Total Savings **$ (196,169.00)**

FY 2026 Proposed Budget Amendments - Hotel Occupancy Tax

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 07.09.25 Draft*	*Adjusted Figure included in 07.15.25 Draft*		*Information on what was changed, and how.*
				Expenditures		
300	300-000-73005	TXF to DSVB	$ 500,000.00	$ 400,000.00	$ (100,000.00)	Transfer was reduced based on a strong balance forward to FY27 and a possible need for additional HOT Funds in other areas
			$ 500,000.00	**$ 400,000.00**	**$ (100,000.00)**	

Total Savings **$ 100,000.00**

FY 2026 Proposed Budget Amendments - Visitors Bureau

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 07.09.25 Draft*	*Adjusted Figure included in 07.15.25 Draft*		*Information on what was changed, and how.*
				Revenues		
301	301-111-47005	TXF from HOT Fund	$ 500,000.00	$ 400,000.00	$ (100,000.00)	Transfer was reduced based on a strong balance forward to FY27 and a possible need for additional HOT Funds in other areas
					$ -	
			$ -	**$ -**	**$ (100,000.00)**	
				Expenditures		
301	301-111-60000	- Salaries	$ 146,445.95	$ 143,690.37	$ (2,755.58)	Salary Adjustments
301	301-111-61005	- Taxes	$ 11,707.12	$ 11,496.31	$ (210.80)	Salary Adjustments
301	301-111-61000	- Benefits	$ 14,179.84	$ 16,234.00	$ 2,054.15	Increased due to Insurance Estimate
301	301-111-61006	- TMRS	$ 8,585.39	$ 8,423.85	$ (161.55)	Salary Adjustments
					$ -	
			$ 180,918.31	**$ 179,844.53**	**$ (1,073.78)**	

Total Savings **$ (98,926.22)**

FY 2026 Proposed Budget Amendments - Utilities

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 07.09.25 Draft*	*Adjusted Figure included in 07.15.25 Draft*		*Information on what was changed, and how.*
				Expenditures		
	400-310-60000	Salaries	$ 800,407.76	$ 782,425.42	$ (17,982.33)	Salary Adjustments
	400-310-61005	Taxes	$ 64,255.19	$ 62,879.54	$ (1,375.65)	Salary Adjustments
400	400-310-61000	Benefits	$ 84,881.83	$ 97,172.48	$ 12,290.66	Increased due to Insurance Estimate
	400-310-61006	Retirement	$ 46,923.90	$ 45,869.69	$ (1,054.21)	Salary Adjustments
		Transfer to General Fund	$ -	$ 271,199.17	$ 271,199.17	This is a transfer from the Utility fund for General Fund employee's who also do work for the Utility Department.
					$ -	
			$ 996,468.68	**$ 1,259,546.31**	**$ 263,077.63**	

Total Savings **$ (263,077.63)**

FY 2026 Proposed Budget Amendments - Other

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 07.09.25 Draft*	*Adjusted Figure included in 07.15.25 Draft*		*Information on what was changed, and how.*
				Expenditures		
800					$ -	
			$ -	**$ -**	**$ -**	
		Total Savings			**$ -**	

PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
RECOGNIZING AND HONORING
PURPLE HEART RECIPIENTS AND
PROCLAIMING AUGUST 7, 2025, AS

"PURPLE HEART DAY"

WHEREAS, the people of Dripping Springs exhibit great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, the Purple Heart is the oldest military decoration in present use, first created by George Washington as the Badge of Military Merit on August 7, 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the Unites States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the contributions and sacrifices of the men and women from Dripping Springs, Texas who served in the Armed Forces have been vital in maintaining the freedoms and the way of life enjoyed by our citizens; and

WHEREAS, August 7, 2025, has officially been designated as the day in the City of Dripping Springs to remember and find meaningful ways to show appreciation to veterans who are recipients of the Purple Heart Medal.

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

1. That August 7, 2025, shall hereafter be known as "Purple Heart Day" in the City of Dripping Springs.

2. That the City of Dripping Springs recognizes and honors Purple Heart Recipients who have sacrificed in defense of our nation's freedoms; and

3. That the citizens of Dripping Springs are encouraged to join in showing appreciation for all recipients of the distinguished Purple Heart Medal.

_____

Mayor Bill Foulds, Jr.

PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
RECOGNIZING AND HONORING
PURPLE HEART RECIPIENTS AND NAMING
THE CITY OF DRIPPINS SPRINGS AS A

"PURPLE HEART CITY"

WHEREAS, The City of Dripping Springs has always supported its military veteran population; and

WHEREAS, The Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782**;** and

WHEREAS, The Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, The mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly --- make sure we never forget; and

WHEREAS, the City of Dripping Springs area has a large, highly decorated veteran population including many Purple Heart recipients and

WHEREAS, The City appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

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

1. That the City of Dripping Springs, shall hereafter be known as a "Purple Heart City".
2. That the City of Dripping Springs recognizes and honors Purple Heart Recipients who have sacrificed in defense of our nation's freedoms; and
3. That the citizens of Dripping Springs are encouraged to join in showing appreciation for all recipients of the distinguished Purple Heart Medal.

_____

Mayor Bill Foulds, Jr.

Honor Our Heroes
Purple Heart Veterans Banner Program

Presented by the City of Dripping Springs

The City of Dripping Springs invites you to help us honor and recognize the courageous service members who received the Purple Heart.

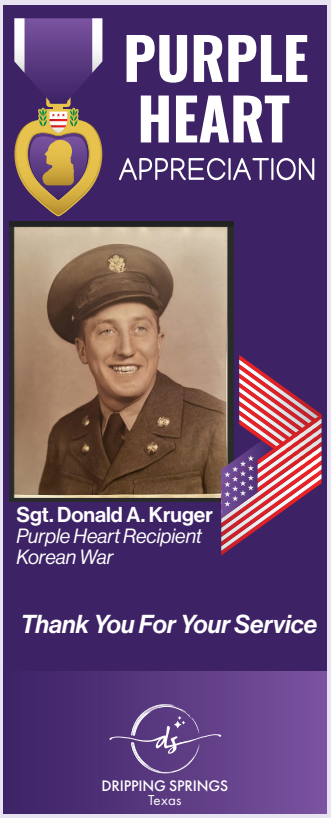
Do you have a special loved one who is/was the recipient of the Purple Heart who lived or is living in our local community? Honor them with a Mercer Street Banner.

For a $100 donation, you can sponsor a Purple Heart Veteran Banner to be displayed on Mercer Street from October 27 through November 14, including Veterans Day on November 11.

Each banner will feature:
- The Purple Heart recipient's name
- A photo (if available and suitable for print)

We will proudly display 10-12 banners on downtown light poles to create a moving visual tribute to our local heroes, a tribute to their service and sacrifice. We will also hold a walking tour of the banners once they are installed.

Limited space available. Reserve your banner today to ensure your loved one is honored. Just fill out the form on the back of this flyer and turn in by August 29.



DRIPPING SPRINGS
Texas

Let's come together as a community to say: We see you. We thank you. We honor you.

Not final design. For mock-up purposes on

Dripping Springs Purple Heart Veterans Banner Program Reservation Form

PLEASE COMPLETE THE FORM AND SEND WITH PAYMENT TO CITY OF DRIPPING SPRINGS.

PLEASE PRINT LEGIBLY:

PURPLE HEART RECIPIENT'S NAME_____

PURPLE HEART RECIPIENT'S RANK_____

PURPLE HEART RECIPIENT'S DATES OF DUTY/WAR_____

BANNER PURCHASER CONTACT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP:_____

EMAIL: _____ PHONE: _____

SIGNATURE:_____

Make check out to: City Of Dripping Springs
Drop off Form and Check to 511 Mercer Street or Mail FORM & CHECK to:

City of Dripping Springs
ATTN: Purple Heart/Communications
P.O. Box 384
Dripping Springs, TX 78620

We only have 12 banners available. All reservations must be received by August 29. We are not responsible for lost mail. Once we confirm your reservation, we will request a photo and a short bio. If you do not have a photo, we can design a banner with the recipient's name only.

Note: the Purple Heart recipient honored must have lived in or is currently living in our local community. The bio you supply will need to include the past or current address of the recipient. This is to ensure we're celebrating the beloved recipients in our area.

You will be contacted when banners are taken down so you may pick up your banner. All banners must be picked up by December 1, 2025.

Not final designs. For mock-up purposes only.

If you have questions, please reach out to Lisa Sullivan at communications@cityofdrippingsprings.c

City Council Meeting

Dripping Springs City Hall

511 Mercer Street – Dripping Springs, Texas

Tuesday, July 01, 2025, at 6:00 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of City Council Members present, Mayor Foulds called the meeting to order at 6:04 p.m.

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua (*stepped out 6:37 p.m. to 7:04 p.m.*)
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
Deputy City Attorney Aniz Alani
City Secretary Diana Boone
IT Director Jason Weinstock
Maintenance Director Riley Sublett
Aquatics Manager Drew Hughes
Park Maintenance Manager Patrick Baglietto
DSRP Manager Lily Sellers
DSRP Program Coordinator Madyson Sanchez
Farmers Market Manager Charlie Reed
Community Events Coordinator Johnna Krantz
Parks & Community Services Director Andy Binz
People & Communications Director Lisa Sullivan
Emergency Preparedness & Homeland Security Director Roman Baligad
Parks & Recreation Commission Chair Paul Fushille

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.

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 Proclaiming July 2025 as "Parks and Recreation Month".** *Sponsor: Mayor Pro Tem Taline Manassian*

   Mayor Pro Tem Taline Manassian read the proclamation and presented it to the parks team members present: Parks & Recreation Commission Chair Paul Fushille, Parks & Community Services Director Andy Binz, DSRP Manager Lily Sellers, Community Events Coordinator Johnna Krantz, Aquatics Manager Drew Hughes, Parks Maintenance Manager Patrick Baglietto, DSRP Program Coordinator Madyson Sanchez, and Farmers Market Manager Charlie Reed.

2. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2026.** *Deputy City Administrator, Shawn Cox*

   The municipal budget presentation and discussion was led by Deputy City Administrator Shawn Cox. No action was taken.

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 June 3, 2025 Board of Adjustment and City Council meeting minutes.**

4. **Approval of the appointment of Frankie Bayne to the Farmers Market Committee and the re-appointment of Gouri Johannsen, Erika Fritz, and Claudia Oney to the Committee for terms ending June 30, 2027, and the re-appointment of Gouri Johannsen as Committee Chair for a one (1) year term ending June 30, 2026.**

5. **Approval of appointment of Geoffrey Tahuahua as the Committee Chair for a one (1) year term.**

6. **Approval of the appointment of Sirenna Cumberland to the Founders Day Committee as an at-large member representing the Dripping Springs Independent School District for a 2-year term ending June 30, 2027, and Scott Berry as her alternate.** *Sponsor: Mayor Bill Foulds*

7. **Approval of the appointment of Marilyn Miller as the City of Dripping Springs Municipal Court Judge for a two (2) year term ending June 2027.**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve Consent Agenda items 3-7. The motion to approve carried unanimously 5 to 0.

BUSINESS AGENDA

Council Member Tahuahua stepped out during agenda items 8-12.

8. **Discuss and consider approval of adding Utility Operator I position.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to approve adding a Utility Operator I position. The motion to approve carried 4 to 0, with Council Member Tahuahua not present to vote.

9. **Discuss and consider possible action regarding the Mayoral Appointment of a Council Member to the Transportation & Streets Areas of Oversight.** *Sponsor: Mayor Bill Foulds, Jr.*

Mayoral Appointment: Pursuant to Sec.1.02.045(b)(5) of the Code of Ordinances, Mayor Foulds appointed Council Member King to the Transportation and Streets area of oversight.

10. **Discuss and consider possible action regarding the Mayoral Appointment of a Council Member to the Transportation Committee.** *Sponsor: Mayor Bill Foulds, Jr.*

Mayoral Appointment: Pursuant to Sec.1.02.045(a)(2) of the Code of Ordinances, Mayor Foulds appointed Council Member Crow to serve in the Transportation Committee.

11. **Discuss and consider approval of the appointment of Scott Berry and the re-appointment of Doug Crosson and John Pettit, and Travis Crow to the Transportation Committee for terms ending June 30, 2027 and the appointment of Travis Crow as the Committee Chair for a term of one (1) year.**

A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to approve the Transportation Committee appointments as stated. The motion to approve carried 4 to 0, with Council Member Tahuahua not present to vote.

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

12. **Update concerning the solid waste services conversion to Texas Disposal Services.** *Shawn Cox, Deputy City Administrator*

Solid waste services update was presented by Deputy City Administrator Shawn Cox. Jay Howard with Texas Disposal Services was in the audience to answer questions or concerns.

No action was taken.

13. **City Attorney Report.** *Laura Mueller, City Attorney*

a. Case Law Update - TCAA
b. Legislative Update

Update presented by City Attorney Laura Mueller. No action was taken.

14. **Maintenance Department Year in Review Presentation.** *Riley Sublett, Maintenance Director*

This department update was presented by Maintenance Director Riley Sublett. No action was taken.

15. **Emergency Management Department Year in Review Presentation,** *Roman Baligad, Emergency Preparedness & Homeland Security Director*

This department update was presented by Emergency Preparedness & Homeland Security Director Roman Baligad. No action was taken.

16. **Planning Department Report.** *Tory Carpenter, Planning Director*

The Planning Department Report is on file and available in the agenda packet posted on the city website. No action was taken.

CLOSED SESSION

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

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to go into Closed Session for items 17-20, under sections 551.071 and 551.072. The motion carried unanimously 5 to 0.

Closed Session began at 7:43 p.m.

17. **Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to park properties.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*

18. **Consultation with city attorney related to legal issues regarding land use conditions on variances, special exceptions, and other zoning issues.** (*Consultation with Attorney, 551.071*).

19. **Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*

20. **Consultation with Attorney related to membership on city boards and commissions regarding legal questions on requirements and allowed members.** (*Consultation with Attorney, 551.071*)

Closed Session ended at 8:04 p.m.

No action was taken while in Closed Session.

ADJOURN

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

The meeting was adjourned at 8:05 p.m.

APPROVED ON: Month, XX, 2025

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: 08/05/2025

Agenda Item Wording: **Approval of a Resolution of the City of Dripping Springs consenting to the City of Dripping Springs Water Conservation Plan.** *Sponsor:*

Agenda Item Requestor:

Summary/Background: The City of Dripping Springs purchases wholesale water from the WTCPUA (West Travis County Public Utility Agency) and retails it to customers in several subdivisions in the area. Per the City's contract with WTCPUA the City was obligated to obtain raw water rights from the LCRA (Lower Colorado River Authority). One of the requirements for maintaining raw water rights with the LCRA, is to have a Water Conservation Plan (WCP). This plan outlines conservation goals, coordination with regional groups, and water conservation strategies that concern water loss, water rates, permanent irrigation schedule, the use of reuse water, and community outreach.

Commission Recommendations:

Recommended Council Actions: City Staff recommends accepting resolution consenting to water conservation plan for municipal water use.

Attachments:

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2025-R___

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO THE CITY OF DRIPPING SPRINGS WATER CONSERVATION PLAN

WHEREAS, the City of Dripping Springs water conservation plan has been developed to meet the LCRA Water Conservation Plan Rules for Water Sale Contracts in accordance with the LCRA Water Contract Rules; and

WHEREAS, this plan recognizes that conservation is a valuable tool in managing water utility systems; and

WHEREAS, benefits of water conservation include: extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water utility operating cost; improving the reliability and quality of water utility service; reducing customer cost for water service; and enhancing water quality and the environment; and

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

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

Section 1. This meeting of the City Council of the City of Dripping Springs has been properly posted in accordance with the Texas Open Meetings Act.

Section 2. The City Council of the City of Dripping Springs hereby approves the City of Dripping Springs Water Conservation Plan.

Section 3. This Resolution shall be effective upon the date of its approval.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF DRIPPING SPRINGS

_____

Bill Foulds, Jr. Mayor

ATTEST:

_____

Diana Boone, City Secretary

Attachment A

City of Dripping Springs Water Conservation Plan

Prepared by:

Burgess & Niple, Inc.

235 Ledge Stone Dr.

Austin, Texas 78737

May 2025

1. Introduction

The City of Dripping Springs water conservation plan has been developed to meet the LCRA Water Conservation Plan Rules for Water Sale Contracts in accordance with the LCRA Water Contract Rules. This plan recognizes that conservation is a valuable tool in managing water utility systems. Benefits of water conservation include: extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water utility operating cost; improving the reliability and quality of water utility service; reducing customer cost for water service; and enhancing water quality and the environment.

This plan applies to all of The City of Dripping Springs ’s retail water customers located within its water service area, as defined in its Water Supply Contract with LCRA.

2. Utility Profile Information

As of December 2024, there were approximately 185 connections in the City of Dripping Springs’s water service area. Based on 2020 census data, there were 2.53 persons per household in this service area, and 173 residential connections, so the estimated population is 438 The projected population at full build out is estimated to be approximately 10,920persons, or 4143 additional connections. Full build out is expected to grow at 49.5% per year with a projected completion year of 2032. The City of Dripping Springs does operate a wastewater treatment plant. The treated wastewater effluent currently produced is 311,444 gallons per day.

Table 1 in Appendix A provides tables on water use data for the past two years. The two-year average daily water use was344,526 GPD .The City of Dripping Springs does not have sufficient data for an average water loss. The two-year peak to average daily water use was2.01. Current per capita water use is 227 total gallons per person per day (GPCD) and 226 residential GPCD.

3. Water Conservation Goals

Water conservation five- and 10-year goals are required for overall water use, residential water use and water loss. The goals proposed by the City of Dripping Springs are as follows:

	Five-year goals	10-year goals
Gallons per person per day (GPCD)	210	200
Residential gallons per person per day (rGPCD)	210	200
Commercial gallons day (GPD)	232,790	220,538
Water loss (in GPCD)	35	35
Percent of Reclaimed to Potable Water Usage at Golf Course	100%	100%

Currently, most of the City of Dripping Springs's usage comes from irrigating the Driftwood golf course. As the City's wastewater treatment capacity increases, the golf course will start using reclaimed water for irrigation. We project the golf course will solely be using reclaimed water to irrigate in five years. The five-year and ten-year goals reflect this projection. As stated above, the City does not have water loss data. Our water loss projections are based on 7% of the total water usage.

4. Water Conservation Strategies

4.1 Water Loss

4.1.1 Universal Metering and Meter Replacement and Repair - Required

The City of Dripping Springs requires all water meters to be accurate within plus or minus 5% of the indicated flow over the possible flow range. All utility customers will be metered. Water will be metered in and out of all water treatment plants. A regularly scheduled maintenance program of meter repair, replacement and calibration will be performed in accordance with recommended meter manufacturer guidelines following the minimum schedule by meter size:

Production (master) meters:	Test once a year
Meters larger than 1 inch:	Test once a year
Meters 1 inch or smaller:	Test per manufacturer's recommendations

Zero consumption accounts will be checked to see if water is being used or not recorded. In addition, the meters will be checked for proper sizing.

4.1.2 Distribution System Leak Detection and Repair- Required

The City of Dripping Springs will conduct leak detection and water audits, making appropriate repairs, in order to meet the utility water loss goal. Water loss audits will be performed in accordance with Texas Water Development Board rules and The City of Dripping Springs will review TWDB Municipal BMP 4.2 Utility Water Audit & Water Loss prior to conducting a water loss audit. LCRA water customers may qualify for financial assistance for conducting comprehensive water audits.

Measures to proactively reduce water loss will be considered as feasible, including measures to reduce water lost within the water treatment process as well as strategies to reduce line flushing and identify/repair water line leaks quickly.

4.1.3 Additional Water Loss Best Management Practices (BMPs)

(Not required by LCRA, but highly encouraged. Please check all that apply.)

__✓__ All meters are compatible with automatic reading capabilities. The City of Dripping Springs has implemented automated meter reading (AMR) and receives monthly water use data by driving the service area.

_____ The City of Dripping Springs is in the process of converting to automated meter infrastructure (AMI), which is scheduled to be complete in 20XX.

__✓__ All meters are read automatically using automated meter infrastructure (AMI) and The City of Dripping Springs receives real-time water use data.

_____ The City of Dripping Springs staff send leak alerts to customer using AMI data reports.

__✓__ A customer portal allows end users to check their water use online.

__✓__ Adoption of TWDB Municipal BMP 9.1 Prohibition on Wasting Water.

_____ A requirement for submeters for irrigation for all new commercial and industrial customers.

_____ A requirement for submeters for irrigation for all new residential properties.

__✓__ Strategies to minimize water loss on long dead-end main lines will be considered. Examples include adding meters along various line routes to collect more accurate data on water flowing through those routes and creating loops in the water distribution lines.

_____ As feasible, chlorine injection stations will be placed strategically throughout the development to avoid the need for excessive flushing to keep chlorine residuals in compliance.

__✓__ As feasible, a protective leak detection program will be developed to decrease water loss in the water distribution system.

_____ As feasible, recycle backwash water will be used to keep sedimentation out of water treatment plant filters.

4.2 Water Rates and Records Management - Required

4.2.1 Increasing Block Rates

The City of Dripping Springs currently uses an increasing block rate structure to reflect the cost drivers for the water systems and sends a conservation price signal to customers. The City of Dripping Springs will periodically evaluate its rate structure to promote conservation to the maximum extent possible. Updated rate schedules for these systems shall be submitted to LCRA within 30 days of approval. The current rate structure will be submitted with this plan to LCRA and will be located on the utility web site.

4.2.2 Water Monitoring and Records Management

The City of Dripping Springs's staff maintain records of water distribution and sales through a common monitoring and billing system to provide a central location for water billing information and a way to compile, present, and view water use and billing information.

The billing system is capable of separating water use per customer type into the following categories: single-family residential, multi-family residential, commercial, institutional, industrial, agricultural and wholesale. This capability has not been implemented yet. Any new billing system purchased will be capable of reporting detailed water use data by the sectors listed.

4.2.3 Additional Water Monitoring, Records Management and Planning Best Management Practices (BMPs)

(Not required by LCRA, but highly encouraged. Please check all that apply.)

Conservation related planning efforts that take into consideration the customer characteristics of each utility are an important part of a comprehensive and successful water conservation program.

____ Consideration of TWDB Municipal BMP 2.4 Customer Characterization: Analysis to Prioritize BMP selection.

____ Consideration of TWDB Municipal BMP 2.3 Water Survey for Single-Family and Multi-Family Customers, as applicable.

____ Adoption of a method for monitoring and evaluating the effectiveness of conservation measures [include description of method].

4.3 Permanent Watering Schedule - Required

A permanent landscape watering schedule must limit outdoor spray irrigation for landscapes to no more than twice per week and only between the hours of midnight to 10 a.m. and 7 p.m. to midnight.

Suggested schedule:

Residential addresses ending in odd numbers: Wednesdays and Saturdays
Residential addresses ending with even numbers: Thursdays and Sundays
Commercial customers: Tuesdays and Fridays

If adopting an alternate watering schedule, please list the schedule below:

Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **TWICE per week** for up to **14 hours** and only during scheduled days and times as indicated below:

Residential

Addresses ending:
0,1,2,3 Monday and Thursday
4,5,6 Tuesday and Friday
7,8,9 Wednesday and Saturday

Commercial (including large landscapes such as HOA common areas and public schools)
Tuesdays and Fridays

Watering Hours
6 a.m. to 10 a.m. and 7 p.m. to 10 p.m.

4.3.1 Additional Water Loss Best Management Practices
(Not required by LCRA, but highly encouraged. Please check all that apply.)

4.4 Water Reuse – Required to address applicability, if relevant

For utilities operating a wastewater treatment plant:

If wastewater treatment is required on-site, a development design plan should include a reuse system designed to deliver wastewater for the following types of water uses once the wastewater volume is adequate:

__✓__ Irrigation of right-of-ways and medians
____ Irrigation of athletic fields (list names and acreage_____)
__✓__ Irrigation of parks (Sports Rec Park (13.63 acres), Founders Park (2.64 acres), Howard Ranch (100 acres))
____ Irrigation of golf courses ()
____ Other (

The treated wastewater effluent currently produced is 311,444 gallons per day and 99.7% of that effluent is used for the irrigation uses listed above.

(If no wastewater effluent is reused, state why it is not reused.)

4.4.1 Additional Water Reuse Best Management Practices

____ Consideration of TWDB Municipal BMP 8.3 Water Reuse.

__✓__ Expand water reuse system to reach approximately 317 additional acres of irrigated right-of-ways, parks, and open space. (i.e., sports fields).

4.5 Education and Outreach

4.5.1 Required Measures

Throughout the year, water conservation literature will be made available to users regarding water conservation, native landscaping and other related topics to garden clubs, homeowner associations, and various other interested groups. The City of Dripping Springs staff may attend such events or request a presentation from LCRA staff to promote water conservation.

4.5.2 Additional Education and Outreach Best Management Practices (BMPs)
(Not required by LCRA, but highly encouraged. Please check all that apply.)

____ Irrigation system evaluations will be offered to customers with large landscape irrigation needs in the utility service area following TWDB Municipal BMP 5.5 Residential Landscape Irrigation Evaluations and offered and actively marketed individually to all customers using over 25,000 gallons per month during peak irrigation months. Irrigation evaluations consist of evaluating the irrigation system, checking for leaks and other performance problems, and customizing an irrigation schedule.

__✓_ Customers will be offered rebates for irrigation system equipment, irrigation system evaluations, pools, landscapes and soil testing from LCRA, as listed on LCRA's website. The City of Dripping Springs will assist LCRA with promoting water conservation programs to its customers.

____ Consideration of TWDB Municipal BMP 5.3 Landscape Irrigation Conservation and Incentives, as applicable.

____ Consideration of TWDB Municipal BMP 9.2 Conservation Ordinance Planning and Development.

__✓__ Hotels will be strongly encouraged to adopt a hotel linen reuse option policy where linens are only changed out upon request during multi-night short stays.

4.6 Other Best Management Practices for New Development

(Not required by LCRA, but highly encouraged. Please check all that apply.)

_____ Temporary landscape watering schedule variance for new landscapes. New landscapes can be watered according to the following schedule for the first 30 days after installation.

Days 1 through 10: spray irrigation allowed every day.
Days 11 through 20: spray irrigation allowed every other day.
Days 21 through 30: spray irrigation allowed every three days.
Watering times: Midnight to 10 a.m. and 7 p.m. to midnight.

_____ Landscape conservation standards for new development. The City of Dripping Springs will incorporate standards included in Appendix B of this plan into its adopted rules and regulations, and will follow the ordinance approach described in TWDB Municipal BMP 7.5 Water Wise Landscape Design and Conversion Programs.

____ The City of Dripping Springs will adopt TWDB Municipal BMP 9.3, Enforcement of Texas Irrigation Standards.

_____ Swimming pool conservation standards for new development**.** The City of Dripping Springs will incorporate standards included in Appendix C of this plan into its adopted rules and regulations.

____ A requirement for submeters at every residential property for new development.

5. Wholesale Water Conservation Plans - Required

Wholesale treated water customers must develop a drought contingency and a water conservation plan in accordance with LCRA Water Contract Rules. The plans must include a governing board resolution, ordinance or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

6. Coordination with Regional Water Planning Group - Required

The service area of The City of Dripping Springs is located within the Lower Colorado River Water Planning Area (Region K) of the State of Texas and the district has provided or will provide a copy of this water conservation plan to the regional water planning group. The plan can be sent to the LCRA, c/o Water Contracts and Conservation, P.O. Box 220, Austin, Texas, 78703.

7. Authorization and Implementation

The general manager, or his/her designee, of The City of Dripping Springs is hereby authorized and directed to implement the applicable provisions of the plan. The general manager, or his/her designee, will act as administrator of the water conservation program. He/she will oversee the execution and implementation of the program and will be responsible for keeping adequate records for program verification. A signed and dated copy of this plan by the general manager, or his/her designee, will be sufficient to meet this requirement.

7.1 Plan Implementation

The City of Dripping Springs has designated a water conservation coordinator, who will be responsible for the implementation of this water conservation plan. The current water conservation coordinator is Dane Sorensen. The general manager, or his/her designee, may re-appoint this position. At that time, The City of Dripping Springs will inform LCRA about this personnel change.

Approved by: _____ (print name)
Signature:_____ Date: _____
(Customer representative with enforcement authority)

Appendix A – Historical Water Use Data – Table 1

Table 1: Monthly Water Use

Month	2020 (insert unit)	2021 (insert unit)	2022 (insert unit)	2023 (1000 gallons)	2024 (1000 gallons)	Average
January				**2581**	**1691**	**2136**
February				**3745**	**3136**	**3441**
March				**5624**	**4969**	**5297**
April				**3925**	**8276**	**6101**
May				**7058**	**10818**	**8938**
June				**13891**	**17675**	**15783**
July				**15957**	**18533**	**17245**
August				**16513**	**26834**	**21674**
September				**15938**	**20354**	**18146**
October				**15043**	**20048**	**17546**
November				**1770**	**7845**	**4808**
December				**2365**	**6908**	**4637**
Total				**104410**	**147087**	**125752**

Appendix B - Landscape Conservation Standards

These standards are similar to the Greater Austin Homebuilder “Sensible Landscaping for Central Texas” guidelines developed with significant input from the LCRA. The standards are meant to provide builders and homeowners with a well-designed, water-efficient landscape. The standards can be adopted through ordinance, deed restriction or covenant where economically feasible and allowed by federal, state and local law.

Design

A. No more than 50% or up to 7,000 square feet of the landscape shall be planted in turf. Longer leafed native grasses and wildflowers that use low amounts of water are not considered turf grass when determining how much turf grass is allowed.
B. Automatic spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 12,000-square-foot maximum. The footprint may include both the house and the garage, but not the driveway or patio.

See the City of Dripping Springs Landscape Ordinance attached to the end of the Water Conservation Plan for more information on landscape standards.

Appendix C – New Pool Construction Standards

The following standards are voluntary. Educational documents will be provided to builders applying for building permits.

A. Private residential swimming pools shall not be installed with sand media filters.
B. Pool water features installed with public swimming pools or private residential swimming pools must be designed so the water feature can be turned off without affecting the filtering capabilities of the pool. Automatic pool fill features must be designed so they can be turned off in both public and private residential swimming pools.
C. Pools with shared water between the pool and spa shall be designed so water can be shared without the necessity of an above-ground water feature that cannot be turned off. If a water feature between the spa and the pool exists, the default setting will be for it to be turned off.
D. Automatic pool fill features must include an automatic pool shut-off feature.
E. Vanishing or negative edge pools must be designed with catch basins large enough to prevent splashing that leads to increased water use.
F. Backwash systems must be designed so they may be turned off.
G. Pool skimmers should be managed in such a way as to minimize water consumption. The range of allowable water within the skimmer fill range should allow for several inches of evaporative loss prior to filling.
H. All residential swimming pools shall have a hose end timer installed at the nearest hose bib location. In addition, a hose bib back-flow prevention device must be connected to the hose bib fixtures nearest to the pool.
I. All residential swimming pools shall be installed with a permanent automatic pool cover to minimize evaporative loss when not in use.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: 08/05/2025

Agenda Item Wording: **Approval of a Resolution of the City of Dripping Springs consenting to the Drought Contingency Plan for municipal water use.** *Sponsor:*

Agenda Item Requestor:

Summary/Background: The City of Dripping Springs purchases wholesale water from the WTCPUA (West Travis County Public Utility Agency) and retails it to customers in several subdivisions in the area. Per the City's contract with WTCPUA the City was obligated to obtain raw water rights from the LCRA (Lower Colorado River Authority). One of the requirements for maintaining raw water rights with the LCRA, is to have and enforce a DCP (Drought Contingency policy). This policy sets rules for public education, notice requirements, permanent water restrictions, drought stage restrictions, and enforcement of rules pertaining to water usage.

Commission Recommendations:

Recommended Council Actions: City Staff recommends accepting resolution consenting to drought contingency policy for municipal water use.

Attachments:

Next Steps/Schedule: Implement drought policy

Pass City Ordinance pertaining to penalties associated with Drought Policy

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2025-R___

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO DROUGHT CONTINGENCY PLAN FOR MUNICIPAL WATER USE

WHEREAS, The Lower Colorado River Authority (LCRA) provides contracts to customers for water supply; and

WHEREAS, in cases of drought, periods of abnormally high usage or system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit nonessential water usage; and

WHEREAS, this Drought Contingency Plan (Plan) is designed to protect the available water supply and protect the integrity of water supply facilities, with regard for domestic water use, sanitation and fire protection during these periods or other water supply emergencies; and

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

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

Section 1. This meeting of the City Council of the City of Dripping Springs has been properly posted in accordance with the Texas Open Meetings Act.

Section 2. The City Council of the City of Dripping Springs hereby approves the Drought Contingency Plan for municipal water use.

Section 3. This Resolution shall be effective upon the date of its approval.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF DRIPPING SPRINGS

_____

Bill Foulds, Jr. Mayor

ATTEST:

_____

Diana Boone, City Secretary

Attachment A

Drought Contingency Plan For Municipal Water Use

For

City of Dripping Springs

Water Customer Name

Prepared By:

Burgess & Niple, Inc.

235 Ledge Stone Dr.

Austin, Texas 78737

May 2025

Table of Contents

1.0 Declaration of Policy, Purpose and Intent 3
2.0 Authorization 3
3.0 Public Education 3
4.0 Coordination with Regional Planning Groups 3
5.0 Notice Requirements 4
6.0 Permanent Water Use Restrictions 4
7.0 Initiation and Termination of Response Stages 4
7.1 Triggering Criteria for Initiation and Termination of Drought Response Stages 5
8.0 Drought Response Measures 8
8.1 Targets for Water-Use Reductions 8
8.2 Retail Customers Measures 8
8.3 Wholesale Treated Customers 16
9.0 Enforcement 17
9.1 Enforcement Provisions 17
9.2 Variances 17
9.3 Plan Updates 18
Appendix A – Mandatory Watering Schedules 19
Appendix B – Enforcement Provisions for Municipalities 21
Appendix C – Drought Response Retail Enforcement Process for Municipalities 23
Appendix D – Authorization to Implement and Approve Drought Contingency Plans…24

City of Dripping Springs

DROUGHT CONTINGENCY PLAN FOR MUNICIPAL WATER USE

1.0 Declaration of Policy, Purpose and Intent

The Lower Colorado River Authority (LCRA) provides contracts to firm customers for water supply. In cases of drought, periods of abnormally high usage or system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit nonessential water usage. This Drought Contingency Plan (Plan) is designed to protect the available water supply and protect the integrity of water supply facilities, with regard for domestic water use, sanitation and fire protection during these periods or other water supply emergencies.

Water uses regulated or prohibited under this Plan are considered nonessential and continuation of such uses during times of water shortage or other emergency water supply conditions is deemed to constitute a waste of water.

2.0 Authorization

The designated manager or official of City of Dripping Springs is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety and welfare. The designated manager or official of City of Dripping Springs shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. This authorization was designated as part of the plan's approval by the City of Dripping Springs governing board (*See Appendix G*).

3.0 Public Education

The designated manager or official of City of Dripping Springs will periodically provide its employees, members, and the public with information about this Plan, including the importance of the Plan, information about the conditions under which each stage of the Plan is to be initiated, processes used to reduce water use, and impending or current drought conditions.

4.0 Coordination with Regional Planning Groups

City of Dripping Springs has provided a copy of this Plan to the Lower Colorado Regional Planning Group (Region K) by sending a copy to administrative@regionk.org.

5.0 Notice Requirements

City of Dripping Springs shall notify the executive director of the Texas Commission on Environmental Quality and LCRA General Manager in writing within five (5) business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

6.0 Permanent Water Use Restrictions

The following restrictions apply to all City of Dripping Springs water utility system(s) on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a water user **must not**:

1) Irrigate outdoors using an in-ground irrigation systems or hose-end sprinklers more than twice per week or outside scheduled days and times as indicated in Appendix A.

2) Fail to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.

3) Operate an irrigation system:
   - with a broken head;
   - with a head that is out of adjustment and the arc of the spray head is over a street or parking area;
   - with a head that is fogging or misting because of excessive water pressure; or
   - Except between 6 a.m. to 10 a.m. and 7 p.m. to 10 p.m.

4) During irrigation, allow water:
   - to run off a property and form a stream of water in a street for a distance of 50 feet or greater; or
   - to pool in a street or parking lot to a depth greater than one-quarter of an inch.

7.0 Initiation and Termination of Response Stages

The City of Dripping Springs's designated manager or official shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of this Plan in accordance with LCRA's Water Management Plan. Water supply conditions will be determined by the source of supply, system capacity and weather conditions. Water demand will be measured by the peak daily demands on the system.

Public notification of the initiation or termination of drought response stages shall be by a variety of ways (e.g., bill inserts, email, automated telephone calls, signs posted at entry points to the service area, social media posts, website content or a combination of these methods).

The following triggering criteria shall apply to City of Dripping Springs's water utility system(s) and customer service area.

7.1 Triggering Criteria for Initiation and Termination of Drought Response Stages

- **Drought Contingency Plan Stage 1 - Mild Water Shortage Conditions**

A. **Requirements for initiation** - Customers shall be requested to adhere to the Stage 1 Drought Response Measures when one or more these criteria occur:

1. When total daily water demand equals or exceeds
   i. 80 percent of the total design capacity of the water treatment plant for three consecutive days; or
   ii. 90 percent of the total design capacity of the water treatment plant for a single day;
2. Source water contamination results in comprised capacity of the treatment and delivery systems;
3. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity.4. the combined storage of lakes Travis and Buchanan below 1.1 million acre-feet; or
5. the LCRA initiates Stage 1 of its DCP

B. **Requirements for termination** - Stage 1 of the plan may be rescinded when:
1. When water treatment plant capacity condition listed above as a triggering event are predicted to cease for an extended period;
2. The source water contamination event or mechanical or electrical failure of system component is resolved;
3. The combined storage of lakes Travis and Buchanan increases above 1.2 million acre-feet; or
4. LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 2 Drought Response Measures when one or more of these criteria occur:

1. When total daily water demand equals or exceeds:
   i. 85 percent of the total design capacity of the water treatment plant for three consecutive days; or
   ii. 95 percent of the total design capacity of the water treatment plant for a single day;
2. Source water contamination results in comprised capacity of the treatment and delivery systems;
3. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity.
4. target reduction for the Stage 1 demand management measures is not

achieved;
5. the combined storage of lakes Travis and Buchanan below 900,000 acre-feet; or
6. the LCRA initiates Stage 2 of its DCP

B. **Requirements for termination** - Stage 2 of the Plan may be rescinded when:

1. The water treatment plant capacity condition listed above as a triggering event is predicted to cease for an extended period;
2. The source water contamination event or mechanical or electrical failure of system component is resolved;
3. The combined storage of lakes Travis and Buchanan increases above 1.1 million acre-feet; or
4. LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP.

Upon termination of Stage 2, Stage 1 becomes operative unless the criteria for terminating Stage 1 is also met.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 3 Drought Response Measures when one or more of these criteria occur:
   1. When the total daily water demand equals or exceeds:
      i. 90 percent of the total design capacity of the water treatment plant for three consecutive days; or
      ii. 100 percent of the total design capacity of the water treatment plant for a single day;
   2. Source water contamination results in comprised capacity of the treatment and delivery systems;
   3. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity.
   4. target reduction for the Stage 2 demand management measures is not achieved;
   5. the combined storage of lakes Travis and Buchanan below 750,000 acre-feet; or
   6. the LCRA initiates Stage 3 of its DCP

B. Requirements for termination - Stage 3 of the Plan may be rescinded when:
   1. The water treatment plant capacity condition listed above as a triggering event is predicted to cease for an extended period;
   2. The combined storage of lakes Travis and Buchanan increases above 825,000 acre-feet; or

3. LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative unless the criteria for terminating Stage 2 is also met.

(4) STAGE 4- Emergency Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 4 Drought Response Measures when one or more of these criteria occur:
   a) Major water line breaks, loss of distribution pressure or pump system failures that cause substantial loss in the ability to provide water service.
   b) Contamination of the water supple source;
   c) Any other emergency water supply or demand conditions that the City of Dripping Springs determines to constitute a water supply emergency; or
   d. The LCRA Board of Directors declares a Drought Worse than Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

Upon declaration of Stage 4- Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply and be in effect until lifted by the City of Dripping Springs.

B. **Requirements for termination** - Stage 4 of the Plan may be rescinded when:

1. <u>Treatment Capacity:</u>
   4. The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or

2. <u>Water Supply:</u>
   5. LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 4, Stage 3 becomes operative unless the criteria for terminating Stage 3 is also met.

8.0 Drought Response Measures

8.1 Targets for Water-Use Reductions

(1) STAGE 1 - Mild Water Shortage Conditions (Mandatory Measures)

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three consecutive days or 90% for one day.

Water Supply Reduction Target: Achieve a 10% reduction in water use.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

System Capacity Reduction Target: Limit daily water demand to no more than 85% capacity for three consecutive days or 95% for one day.

Water Supply Reduction Target: Achieve a 20% reduction in water use.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

System Capacity Reduction Target: Limit daily water demand to no more than 90% capacity for three consecutive days or 100% for one day.

Water Supply Reduction Target: Achieve a 30% reduction in water use.

(4) STAGE 4 - Emergency Shortage Conditions (Mandatory Measures)

System Capacity Reduction Target: Limit daily water demand to no more than 90% capacity for three consecutive days or 100% for one day.

Water Supply Reduction Target: As determined by the City of Dripping Springs..

8.2 Residential and Retail Customers Measures

See Sections 28.06.082-83 in the City of Dripping Springs Landscape Ordinance No. 2024-11 for additional requirements for irrigation and drought conditions.

(1) STAGE 1 - Mild Water Shortage Conditions

A. Supply Management Measures:

1. City of Dripping Springs will apply water-use restrictions prescribed for Stage 1 of the Plan to facilities for which Stage 1 has been declared..

2. City of Dripping Springs discontinue water main and line flushing unless necessary for public health reasons.
3. City of Dripping Springs will keep customers informed about issues regarding current and projected water supply and demand conditions.

B. Demand Management Measures:

1. Irrigation of Landscaped Areas:

a. New landscapes may be installed and revegetation seeding performed under these specific criteria:

i. The mandatory twice weekly watering schedule is adhered to.
ii. If a deviation from the twice weekly schedule is required, that a completed variance form for new landscapes has been submitted to the City of Dripping Springs and has been approved prior to the installation of the landscape or revegetation seed application
iii. Irrigation of the new landscape or application follows the schedule identified in the new landscape variance:
    1. Once a day for the first 10 days after installation
    2. Once every other day from 6 a.m. to 10 a.m. and 7 p.m. to 10 p.m. for days 11 through 20 after installation
    3. Once every third day 6 a.m. to 10 a.m. and 7 p.m. to 10 p.m. for day 21 through 30 after installation
iv. Alternatives to revegetation may be available in times of low water supply. Specific information regarding such alternatives is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual (sec 3.2.8)
v. Variances for new landscapes and revegetation will be issued for the shortest period necessary to reasonably assure the landscapes survival. A variance is not an exemption from compliance with the permanent water use restrictions under *Permanent Water Restrictions* of this plan other than schedule. Variances will not be granted for season “color bed” or temporary grass installation (over seeding).

2. Vehicle Washing:

a. Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of 6 a.m. to 10 a.m. and 7 p.m. to 10 p.m. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Events:

    a. Events involving the use of water such as: car washes, festivals, parties, water slides, and other activities involving the use of water are permitted, if the water being used drains to a re-circulating device, or is used for a beneficial purpose such as watering landscape to prevent water waste.

4. Restaurants:

    a. All restaurants are encouraged to serve water to their patrons only upon request.

5. Recreational Areas (Includes Parks and Athletic Fields):

    a. The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow irrigation of landscaped areas schedule. A variance can be applied for if necessary.

6. Water Waste:
    a. The following uses of water are prohibited at all times during periods in which restrictions have gone into effect unless a variance has been approved:
        i. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious outdoor surfaces; except for immediate health and safety
        ii. Washing buildings, houses, or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but permitting for surface preparation of maintenance work to be performed
        iii. Controlling dust, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of a construction plan approved by a governmental entity
        iv. Flushing gutters or allowing a substantial amount of water to run off a property and accumulate in a gutter, street, or parking lot to a depth greater than one-fourth of an inch.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

C. Supply Management Measures:

1. Apply all water-use restrictions prescribed for Stage 2 of the Plan for City of Dripping Springs's utility-owned facilities and properties.
2. City of Dripping Springs will explore ways to reduce system water loss by measures such as fixing leaks, replacing old meters and recycling line flush water, as appropriate.

3. City of Dripping Springs will explore ways to increase use of recycled wastewater to reduce irrigation of public parks with potable water, as appropriate.
4. City of Dripping Springs will actively share drought-related information, including current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers, including publicly posting notice of entering or exiting Stage 2 on City of Dripping Springs's website.
5. City of Dripping Springs's will actively enforce the irrigation watering restrictions.

D. Demand Management Measures:
Under threat of penalty, the following water-use restrictions shall apply to all retail water customers:

7. Irrigation of Landscaped Areas:

a. **I**rrigation of landscaped areas with hose-end sprinklers or automatic or manual irrigation systems shall be limited to no more than ONCE weekly as determined by City of Dripping Springs. Irrigation of commercial landscapes and recreational areas (including public parks) may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week. (*See Appendix A - City of Dripping Springs Water System - Mandatory Watering Schedule.)*

b. Outdoor watering hours will be limited to **7 hours** per day from 6 a.m. to 10 a.m. and 7 p.m. to 10 p.m. on designated days as determined by City of Dripping Springs (see watering schedule in Appendix A). This prohibition does not apply to irrigation of landscaped areas if it is by means of:
   i. a hand-held hose with a positive shut-off device; or
   ii. a faucet-filled bucket or watering can of 5 gallons or less.

   i. c. New landscapes may only be installed if they do not require a variance to the mandatory watering schedule. No variances will be approved.

8. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer or airplane, is prohibited. A vehicle may be washed anytime at a commercial car wash facility or commercial service station. This activity is exempt from these regulations if the health, safety and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

9. Pools:

   a. Filling of all new and existing swimming pools, hot tubs, wading pools, is prohibited, unless application for variance is approved on a case by case basis. Replenishing to maintenance level is permitted. Draining is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
      i. Draining excess water from pool due to rain in order to lower water to maintenance level;
      ii. Repairing, maintaining or replacing pool components that have become hazardous; or
      iii. Repair of a pool leak.

   b. Refilling of public/community swimming pools permitted only if pool has been drained for repairs, maintenance, or replacement as outlined in items above.

10. Outside Water Features:

    a. Operation of outside water features, such as, but not limited to, fountains or outdoor misting systems, is prohibited, except where such features are designed and consistently maintained to sustain aquatic life or maintain water quality. The City of Dripping Springs may require proof of such design and consistent maintenance.

11. Ponds:

    Ponds used for aesthetic, amenity and/or storm water purposes may maintain water levels only as necessary to preserve the integrity of the liner and operating system. City of Dripping Springs may request specific design documentation regarding a pond and the intended purpose.

12. Golf Courses:

    Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan that meets the minimum water reduction target set for Stage 2 or adopt the LCRA sample golf course drought contingency plan.

13. Events:

    Events involving the use of water such as: car washes, festivals, parties, water slides and other activities involving the use of water are prohibited.

14. Recreational Areas (includes municipal parks and common areas)

Irrigation of recreational areas with potable water must follow the seven-hour weekly irrigation schedule, and watering of recreational areas should be prioritized by frequency of use. Unnecessary foot traffic should be discouraged. Watering using an auxiliary source such as recycled water is exempt from these restrictions.

15. Athletic fields

Watering should follow a no more than once-per-week schedule per irrigated area unless the athletic fields are actively used for organized sports practice, competition or exhibition events when irrigation outside of the standard weekly schedule is necessary to protect the health and safety of the players, staff or officials present for the athletic event.

a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.
b) A variance must be filed with the City of Dripping Springs for watering outside of the once per week irrigation schedule stated in Appendix A.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. Supply Management Measures:
   1. City of Dripping Springs will aggressively reduce system water loss by measures such as fixing leaks, replacing old meters and recycling line flush water, as appropriate for the utility system.
   2. City of Dripping Springs will actively share drought-related information, including the current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers including publicly posting notice of entering or exiting Stage 3 on City of Dripping Springs's website.
   3. In addition to measures implemented in the preceding stages of the plan, City of Dripping Springs will explore additional emergency water supply options.

B. Demand Management Measures: Under threat of penalty, all retail customers are required to further reduce nonessential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.

   1. Irrigation of Landscaped Areas:

      a. Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to no more than **4 hours**, between the hours of 6 a.m. and 10 a.m., once weekly according to the Stage 2 designated days. (*See Appendix A - City of Dripping Springs Water System - Mandatory Watering Schedule.)* No irrigation with in-ground irrigation systems is allowed from November through February.

b. Outdoor watering hours for hand watering will be limited to between 6 a.m. and 10 a.m. on designated days as determined by [Water Customer Name] *(see watering schedule in Appendix A).* The allowed methods of irrigation of landscaped areas are:
   i. a hand-held hose;
   ii. a faucet-filled bucket or watering can of 5 gallons or less;
   iii. a soaker hose; or
   iv. tree gator watering bags.

c. New landscapes irrigated with spray irrigation are prohibited. New irrigated turf grass is prohibited. The City of Dripping Springs may issue new landscape variances for planting beds installed with drought-tolerant or native plants specified in the Grown Green Plant Guide as having low or very low water needs (http://austintexas.gov/department/grow-green/plant-guide) and irrigated with point source drip irrigation or hand-held hose. .

2. Fire Hydrants:

Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and will require a meter; a variance application must be submitted and approved before a hydrant meter will be provided.

3. Outside Water Features:

a) Operation of ornamental fountains is prohibited.
b) Operation of outside water features, is only allowed when such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools.)
c)

4. Recreational areas (includes municipal parks and common areas):

Irrigation of recreational areas with potable water must follow the four-hour weekly irrigation schedule, and watering of recreational areas should be prioritized by frequency of use. Unnecessary foot traffic should be discouraged. Watering using an auxiliary source such as recycled water is exempt from these restrictions.

5. Athletic fields:

A variance including a map of active play areas that must be irrigated with automatic sprinkler systems for sports practice and competition must be filed with the City of Dripping Springs if irrigation falls outside of the normal

watering schedule listed in Appendix A. The irrigation must be necessary to protect the health and safety of the players, staff, and officials present for athletic events.

a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.
b) All athletic fields that are not actively used for sports practice and competition shall follow general landscape irrigation restrictions.

(4) STAGE 4 – Emergency Shortage Conditions

Under threat of penalty for violation, all retail customers are required to reduce non-essential water uses during an emergency. All requirements of stages 1 through 3 are also in effect during Stage 4, with the following modifications and additions:

A. Irrigation of any ornamental landscaped areas is prohibited. The use of hose-end sprinklers and automatic irrigation systems, including drip irrigation, are prohibited except as provided under item B below.

B. Irrigation of foundations, trees and vegetable gardens is allowed with a hand-held hose with a working on/off nozzle, bucket, drip irrigation or soaker hoses irrigation only for **four hours** between the hours of 6 a.m. and 10 a.m. one day per week on the designated outdoor water use day as determined by City of Dripping Springs.

C. Watering of athletic fields is allowed only with a variance filed with the City of Dripping Springs and must follow a no more than once-per-week schedule for no more than 4 hours per irrigated areas. The irrigated athletic fields must be actively in use for organized sports practice, competition or exhibition events to protect the health and safety of the players, staff or officials present for the athletic event..

D. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.

E. No application for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved..

F. Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan in accordance with City of Dripping Springs Drought Contingency Plan and implement its Stage 4 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.

G. Additional measures may be added as needed.

Upon declaration of Stage 4, water use restrictions outlined in Stage 3 shall immediately apply.

8.3 Wholesale Treated Customers

All City of Dripping Springs wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers, and target reduction goals must be consistent with the LCRA DCP. In addition, the measures of this plan must be at least as stringent as the drought response measures required by City of Dripping Springs for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan, consistent with the LCRA DCP.

(1) STAGE 1 - Mild Water Shortage Conditions

The City of Dripping Springs will keep wholesale treated water customers informed about demand and current and projected water supply conditions. The City of Dripping Springs will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce water usage by 10%.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

The City of Dripping Springs will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of water use by a minimum of 20% in accordance with the wholesale treated water customer's own drought contingency plan.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

City of Dripping Springs will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of water use by a minimum of 30% in accordance with the wholesale treated water customer's drought contingency plan.

(4) STAGE 4 - Emergency Water Conditions

The City of Dripping Springs will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of non-essential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 4 triggering criteria is based on a water supply shortage, LCRA will initiate the curtailment of water provided to wholesale treated water customers on a pro rata basis. The wholesale treated water customer's monthly allocation of water shall be based on a percentage of the customer's baseline water use. The percentage will be determined by the -LCRA Board and may be adjusted as conditions warrant.

9.0 Enforcement

9.1 Enforcement Provisions

The following enforcement provisions shall apply to all City of Dripping Springs water customers:

[✓] *Appendix B – Enforcement Provisions for Municipalities*
[ ] *Appendix C – Enforcement Provisions for Water Districts*
[ ] *Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities*

9.2 Variances

A. The City of Dripping Springs or it's designee may grant variances:
i. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for water; and,
ii. Allowing the use of alternative water sources that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to Water Customer Services and need not meet the requirements of subsection (2) below.

B. Exemption from specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering.

C. Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

(2) The general manager, or his designee, may grant in writing temporary variances for existing water uses otherwise prohibited under this plan if it is determined that failure to do so would cause an emergency adversely affecting public health, sanitation or fire protection, and if one or more of the following conditions are met:

A. Compliance with this plan cannot be accomplished during the duration of the time the plan is in effect; or

B. Alternative methods can be implemented that will achieve the same level of reduction in water use.

(3) Persons requesting a variance from the provisions of this plan shall file a petition for variance with City of Dripping Springs any time the plan or a particular drought response stage is in effect. The general manager or his designee will review petitions for variances. The petitions shall include the following:

6. Name and address of the petitioner;
7. Purpose of water use;
8. Specific provision of the plan from which the petitioner is requesting relief;
9. Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this plan;
10. Description of the relief requested;
11. Period of time for which the variance is sought;
12. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date; and
13. Other pertinent information.

(4) Variances granted by City of Dripping Springs shall be subject to the following conditions, unless waived or modified by the general manager, or his designee:

A. Variances granted shall include a timetable for compliance.

B. Variances granted shall expire when the plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.

(5) No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

9.3 Plan Updates

The plan will be reviewed and updated as needed to meet both TCEQ and LCRA drought contingency plan rules.

Appendix A – Mandatory Watering Schedules

Permanent mandatory watering schedule

City of Dripping Springs

Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **TWICE per week** for up to **14 hours** and only during scheduled days and times as indicated below:

Residential

Addresses ending:
0,1,2,3 Monday and Thursday
4,5,6 Tuesday and Friday
7,8,9 Wednesday and Saturday

Commercial (including large landscapes such as HOA common areas and public schools)
Tuesdays and Fridays

Watering Hours
6 a.m. to 10 a.m. and 7 p.m. to 10 p.m.

Stage 1 mandatory watering schedule

City of Dripping Springs

Irrigation of Landscapes Areas:

Residential

Addresses ending:
0,1,2,3 Monday and Thursday
4,5,6 Tuesday and Friday
7,8,9 Wednesday and Saturday

Commercial (including large landscapes such as HOA common areas)
Tuesdays
and Fridays

Watering Hours
6 a.m. to 10 a.m. and 7 p.m. to 10 p.m. This prohibition does not apply to irrigation of landscapes areas if it is by means of:

i. Hand-held hose; or
ii. Faucet-filled bucket or water can of five gallons or less.

Stage 2 mandatory watering schedule

City of Dripping Springs

Irrigate outdoors no more than **ONCE per week** for up to 7 **hour**s and only during scheduled days and times as indicated below.

Residential
Addresses ending:
1,3 Monday
2,4 Tuesday
5,7 Wednesday
6,8 Thursday
9,0 Friday

Commercial (including large landscapes such as HOA common areas and public schools)

Saturday

Watering Hours
6 a.m. to 10 a.m. and 7 p.m. to 10 p.m. This prohibition does not apply to irrigation of landscapes areas if it by means of:

i. Hand-held; or
ii. Faucet-filled bucket or water can of five gallons or less

Stage 3 mandatory watering schedule

City of Dripping Springs

Irrigate outdoors no more than **ONCE per WEEK** for up to **four hours** from 6 a.m. to 10 a.m. during the same designated days as Stage 2. No irrigation with in-ground irrigation systems is allowed from November through February.

Outdoor watering hours for hand watering will be limited to between 6 a.m. and 10 a.m. on the same designated days that apply to watering with hose-end sprinklers or irrigation systems. The allowed methods of hand watering landscaped areas are:

i. Hand-held hose
ii. Faucet-filled bucket or water can of five gallons or less
iii. Soaker house
iv. Tree gator watering bags

Appendix B – Enforcement Provisions for Municipalities

Enforcement for Retail Customers

The following enforcement provisions shall apply to all City of Dripping Springs retail water customers:

(1) No person shall knowingly or intentionally use or allow the use of water from a City of Dripping Springs for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.

(2) Any person who violates this Plan shall be subject to the following fines, penalties and/or conditions of service:

A. Following the first documented violation, the violator shall be given a notice specifying the type of violation, the date and time it was observed, and fines and restrictions on service that may result from additional violations.

B. Following the second documented violation, the violator shall:

1. [*option 1*] be criminally responsible for the violation of this Plan, punishable by a fine of $500 [*not to exceed $500*];

C. Following the third documented violation, the violator shall:

1. [*option 1*] be criminally responsible for the violation of this Plan, punishable by a fine of $1,000

D. Following the fourth documented violation, City of Dripping Springs shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at $500, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of $500 must be given to City of Dripping Springs so that the same action shall not be repeated while the plan is in effect. City of Dripping Springs may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

(3) Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of City of Dripping Springs, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such persons, however, shall have the right to show that they did not commit the violation. (*See enforcement process diagram in Appendix E - Drought Response Retail Enforcement Process for Municipalities*.)

(4) The designated manager or official of City of Dripping Springs shall have the power to enforce the provisions of this Plan.

(5) The municipal court shall have the power to issue to the designated manager or official of City of Dripping Springs administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this Plan.

(6) Judicial enforcement of fines and penalties issued pursuant to this Plan may be sought through a municipal court, district court or small claims court having jurisdiction over the matter.

(7) Compliance with this Plan also may be sought through injunctive relief in state district court.

Enforcement for Wholesale Customers

Wholesale treated water customers shall provide City of Dripping Springs with an order, ordinance or resolution to demonstrate adequate enforcement provisions for the wholesale customer's drought contingency plan.

In addition, wholesale treated water customers that fail to comply with the drought contingency measures in this Plan may be subject to the following civil penalties, in addition to any other remedies available to City of Dripping Springs by law or under the terms of the wholesale water contracts.

Penalties for wholesale treated water customers:

First documented violation: Written notice of violation

Second documented violation: Penalty fee up to $2,000 [*not to exceed $10,000*]

Third documented violation: Penalty fee up to $10,000 [*not to exceed $10,000*]

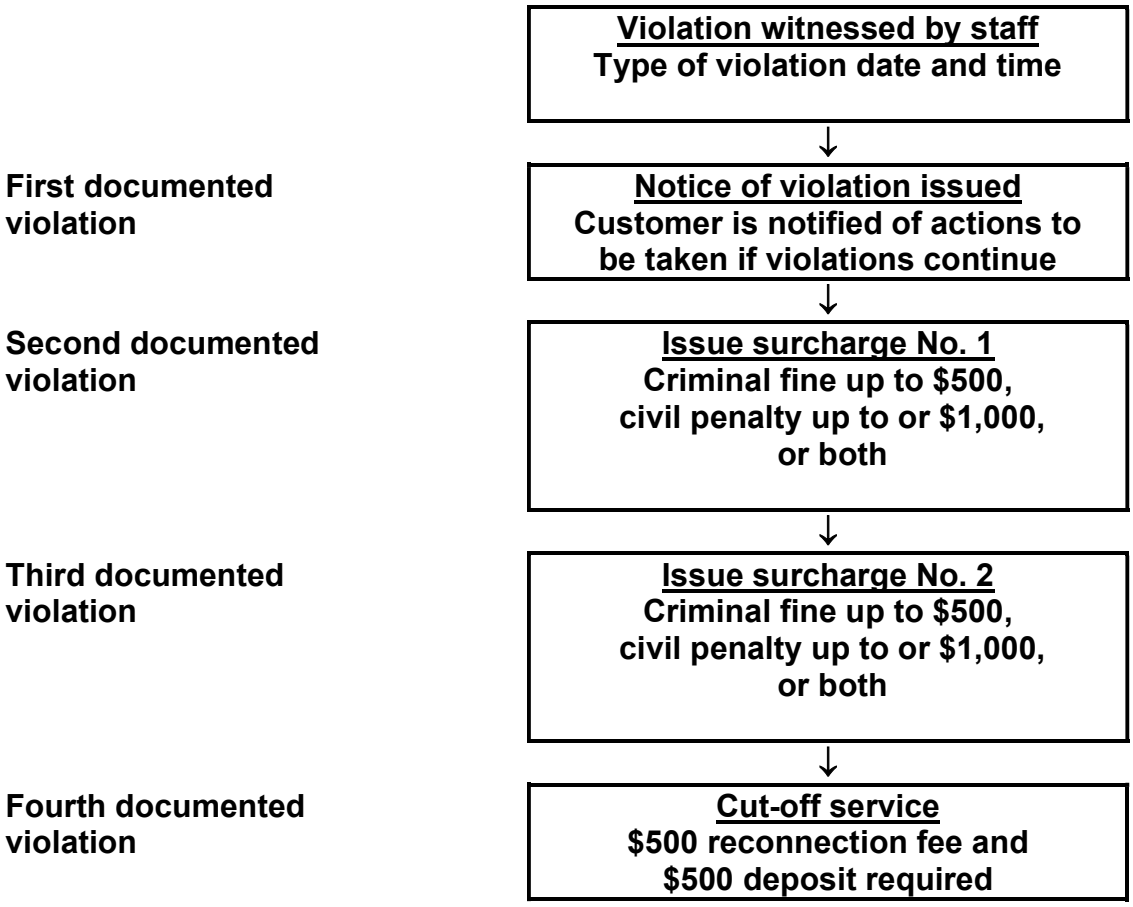
Legal Authority applicable to Municipalities in Regard to Drought Contingency Plan Enforcement

Please note that the following list is not intended to be exhaustive, and statutes listed below may not apply to all municipalities. Citations below may change following the publication date of this DCP template. Each municipality is encouraged to consult with legal counsel in regard to enforcement of drought contingency plans and specific enforcement authority available to each municipality.

Texas Local Government Code sec. 552.001
Texas Local Government Code Chapter 54

Texas Government Code Chapter 29

Appendix C – Drought Response Retail Enforcement Process for Municipalities



Appendix D – Authorization to Implement and Approve Drought Contingency Plans

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: 08/05/2025

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for the Driftwood 967 Next Step Drive – Water and Wastewater Improvements.** *Applicant: Dale Lowden Excavating, LLC*

Agenda Item Requestor:

Summary/Background: Dale Lowden Excavating, LLC has completed Water and Wastewater Improvements for Driftwood 967 Next Step Drive. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection, and the Design Engineer has provided concurrence. All improvements have been built per plan.

Commission Recommendations: N/A

Recommended Council Actions: City staff recommends approval.

Attachments: Draft resolution (attaching maintenance bond)

Final Estimated Cost and Quantities

Next Steps/Schedule: Execution.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2025-R___

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING MAINTENANCE BOND FOR DRIFTWOOD 967 NEXT STEP DRIVE – WATER AND WASTEWATER IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, Dale Lowden Excavating, LLC ("Contractor") recently completed and the City Engineer for the City of Dripping Springs has inspected the revegetation, storm water, drainage, paving, wastewater ("Improvements") for the Driftwood 967 Next Step Drive – Water and Wastewater Improvements; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements at Driftwood 967 Next Step Drive – Water and Wastewater Improvements; and

WHEREAS, the City of Dripping Springs City Council ("City Council") seeks the Contractor to provide a Maintenance Bond (Attachment "A") conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor's Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City's Code requiring all public improvements be free from defects for a period of two (2) years; and

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

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, 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. **Acceptance of Improvements:** The City Council hereby accepts the Improvements.

3. **Acceptance of Maintenance Bond:** The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. EACX4051947, from Endurance Assurance Corporation ("Insurer"), included and attached herein as Attachment "A".

4. **Assumption of Responsibility:** Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.

5. **Authorization to Execute Documents:** The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.

6. **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 5th day of August 2025, 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

Attachment "A"

Bond Number: **EACX4051947**

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT **Dale Lowden Excavating LLC** ("Contractor") as principal, and **Endurance Assurance Corporation** ("Surety") as surety are held and firmly bound unto **City of Dripping Springs, Texas** ("City") as obligee in the full and just sum of **Two Hundred Three Thousand Eight Hundred and Fifteen 00/100 dollar [$203,815.00]**, which sum shall be no less than the final construction cost, and for which sum, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Contractor has by written agreement dated **June 24, 2025** entered into a contract with said City to construct **Driftwood 967 Next Step Drive – Water and Wastewater Improvements** as described therein ("Contract").

NOW, THEREFORE, the Contractor in said Contract and herein, binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the Improvements by the City, the said Improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of the final acceptance of the work by the City, the Contractor binds itself to repair or reconstruct the said improvements in whole or in part at any time within said period and that it will, upon receiving notice, repair or reconstruct said improvements from the date of such notice as the City shall determine to be necessary. If said Contractor does not repair or reconstruct the improvements within the time period designated then the City shall be entitled to have said repairs made and charge said Contractor and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, the condition of this obligation is such that the Surety guarantees: that the Improvements be free of defective workmanship and materials during the maintenance period set forth herein; that Contractor shall keep and perform its said work and keep the same in repair for the said maintenance period of two (2) years, as provided; and, that Contractor holds harmless and indemnifies said City from any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation, then these presents shall be null and void and have no further effect, but if default shall be made by said work or materials or Contractor, then these presents shall remain in full force and effect, and the said City shall have and recover from the said Contractor and Surety, jointly and severally, their heirs, administrators, executors, successors and assigns, all damages, costs and expenses. And in this regard, Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the City.

NOW, THEREFORE, whenever Contractor shall be declared by City to be in default under the Contract, the Surety shall, upon request of City and within ten (10) calendar days from receipt of City's notice of Contractor's default, may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, and
2. Shall save the City harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner.

NOW, THEREFORE, Surety acknowledges that its obligations under this Bond and as detailed herein and in the Contract Documents are not conditioned on a termination of the Contractor by the City. Surety further acknowledges and agrees that Surety shall obtain the City's approval and consent with respect to the contractor(s) that Surety may retain to replace defaulted Contractor or otherwise honor the obligations under this Bond.

NOW, THEREFORE, this Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

NOW, THEREFORE, Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this Bond may be subject to. If the Surety's obligation under this Bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this Bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusteed to do business in the State of Texas. In addition to the foregoing, If this Bond is in an amount in excess of $100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of $100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this Bond a list of companies which

includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

Signed and sealed this day of **17th day of July, 2025.**

Principal **Dale Lowden Excavating LLC**

By: _____

Name: Susan Schnabel

Title: Partner / CEO

Surety **Endurance Assurance Corporation**

By: _____

Name: **Courtney J. Goulding**
Attorney-in-Fact
(Power of Attorney must be attached)

Address: **4 Manhattanville Road, 3rd Floor**

Purchase, NY 10577

Phone Number: **1-877-676-7575**

Surety Resident Agent

Name: **USI Insurance Services**

Address: **7600-C N. Capital of Texas Hwy. #200**

Austin, TX 78731

Phone Number: **512-451-7555**

ENDURANCE ASSURANCE CORPORATION

11402

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Courtney J. Goulding, Cynthia Giesen, William E. Gellhausen, Wesley M. Pitts its true and lawful Attorney(s)-in-fact, at AUSTIN in the State of TX and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars ($100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 6th day of MARCH of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION
By

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 6th day of MARCH of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17th day of July, 2025

(Corporate Seal)

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.
Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-676-7575
Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: http://www.tdi. texas.gov

E-mail: ConsumerProtection@tdi. texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono de la compania para informacion o para someter una queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

Puede communicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: http://www.tdi. texas.gov

E-mail: ConsumerProtection@tdi. texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

REPLAT OF LOT 2, DRIFTWOOD PHASE ONE

FINAL ESTIMATED COST AND QUANTITIES

6/17/2025

BID ITEM NO.	BID ITEM DESCRIPTION	QTY	UNIT	UNIT BID PRICE	AMOUNT
WATER IMPROVEMENTS					
C-1	8" AWWA C-900 (DR-14) PVC PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND CENTS.	1,255	LF	$ 45.00	$ 56,475.00
C-2	8" GATE VALVES, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	6	EA	$ 1,750.00	$ 10,500.00
C-3	5-1/4" FIRE HYDRANT ASSEMBLY, INCLUDING VALVE AND CL 350 DI LEAD, COMPLETE AND IN PLACE, PER EACH, FOR DOLLARS AND CENTS.	3	EA	$ 5,500.00	$ 16,500.00
C-4	1" COMB. AUTOMATIC AIR RELEASE/VACUUM VALVE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	1	EA	$ 3,000.00	$ 3,000.00
C-5	DUCTILE IRON FITTINGS, COMPLETE AND IN PLACE, PER TON, FOR _____ DOLLARS AND _____ CENTS.	0.74	TON	$ 10,500.00	$ 7,770.00
C-6	DBL WATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	2	EA	$ 3,200.00	$ 6,400.00
C-7	SGL WATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	3	EA	$ 2,500.00	$ 7,500.00
C-8	WET CONNECTION, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	1	EA	$ 1,500.00	$ 1,500.00
C-9	FLUSH VALVE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	1	EA	$ 5,000.00	$ 5,000.00
C-10	TRENCH EXCAVATION PROTECTION, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND CENTS.	1,255	LF	$ 3.00	$ 3,765.00
				SUBTOTAL WATER IMPROVEMENTS	**$ 118,410.00**
WASTEWATER IMPROVEMENTS					
D-1	2" YELOMINE PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	1,299	LF	$ 42.00	$ 54,558.00
D-2	2" GATE VALVES, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	3	EA	$ 750.00	$ 2,250.00
D-3	PRESSURE MANHOLE (5' DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	1	EA	$ 9,000.00	$ 9,000.00
D-4	WASTEWATER CLEANOUT, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	2	EA	$ 750.00	$ 1,500.00
D-5	1" COMB. AUTOMATIC AIR RELEASE/VACUUM VALVE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	1	EA	$ 3,000.00	$ 3,000.00
D-6	DBL WASTEWATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	4	EA	$ 2,400.00	$ 9,600.00
D-7	SGL WASTEWATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	1	EA	$ 1,600.00	$ 1,600.00
D-8	TRENCH EXCAVATION PROTECTION, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND CENTS.	1,299	LF	$ 3.00	$ 3,897.00
				SUBTOTAL WASTEWATER IMPROVEMENTS	**$ 85,405.00**
				TOTAL CONSTRUCTION COST	**$ 203,815.00**

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2025-R___

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS APPOINTING GINGER FAUGHT TO PLACE 3 OF THE DRIFTWOOD ECONOMIC DEVELOPMENT MUNICIPAL MANAGEMENT DISTRICT'S BOARD OF DIRECTORS.

WHEREAS, the City Council consented to the creation of the Driftwood Economic Development Municipal Management District ("Driftwood District") on May 12, 2009, through Resolution 2009-19; and

WHEREAS, the City Council plays an integral role in the Driftwood District's operation through two designated appointments that serve on the Driftwood District's Board of Directors; and

WHEREAS, Place 3 of the Driftwood District's Board of Directors is intended for a City of Dripping Springs representative; and

WHEREAS, the City Council wishes Ginger Faught to continue serving as the City Representative in Place 3 of the Driftwood District's Board of Directors, filling a term ending June 30, 2029.

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

1. The City Council appoints Ginger Faught to Place 3 of the Driftwood Economic Development Municipal Management District's Board of Directors for a term effective July 1, 2025 and ending on June 30, 2029.

2. The City Council directs the City Secretary to include this Resolution in and among the official records of the City.

3. 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 5th day of August 2025, 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

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

From: Shawn Cox, Deputy City Administrator

Date: August 5, 2025

RE: June 2025 City Treasurer's Report

General Fund:

The General Fund received **$885,063.76** in revenues for June.

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

- 100-000-40001: Sales Tax Revenue – $413,015.18 was received in June, of which $317,459.60 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is a 6.46% increase from June 2024 collections. Though June, $3,725,413.21 (82.79%) of the $4,500,000.00. Current projections for the end of the year are to collect approximately $4,900,000.00.
- 100-200-43030: Subdivision Fees - $86,938.00 was received in June, bringing the annual collection to $493,332.45. This line item is projected to collect $500,000.00 in FY 2025.
- 100-201-43031: Building Code Fees – The City received $130,028.90 in Building Code Fees in June. To date, $1,254,759.16 (83.65%) of the $1,500,000.00 budgeted has been collected.
- 100-402-44003: Aquatic Fees – Through June, $13,623.00 has been collected in pool fees.
- 100-402-44004: Park Rental Income – In May, the pool pavilion rental revenues totaled $21,517.75.

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

- 100-107-80004: Series 2024 – Series 2024 is the line item used to cover the 2024 bonds issued for the purchase of the new Development Services Building. In June, a principal and interest payment of $410,500.00 was paid.

Utility Fund:

The Utility Fund received **$305,083.61** in revenues for June.

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

- 400-300-43018: Wastewater Service Fees – The Utility Fund received $147,359.60 in Wastewater Fees.
- 400-300-43021: Delayed Connection Fees - $18,650.00 was received in June.
- 400-301-43040: Water Base Rate – Though June, $100,917.67 has been received. This is $60,917.67 more than anticipated. This line item is being increased in the projected FY 2025 Budget.
- 400-301-43041: Water Usage – Though May, $247,874.04, This is $47,874.04 more than anticipated.
- 400-320-47009: Sales Tax – $82,603.04 was deposited into the Utility Fund for the June Sales Tax allocation.

Utility Fund expenditures are in line with the projected budget.

DRIPPING SPRINGS
Texas

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **$26,252.78** in June.

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

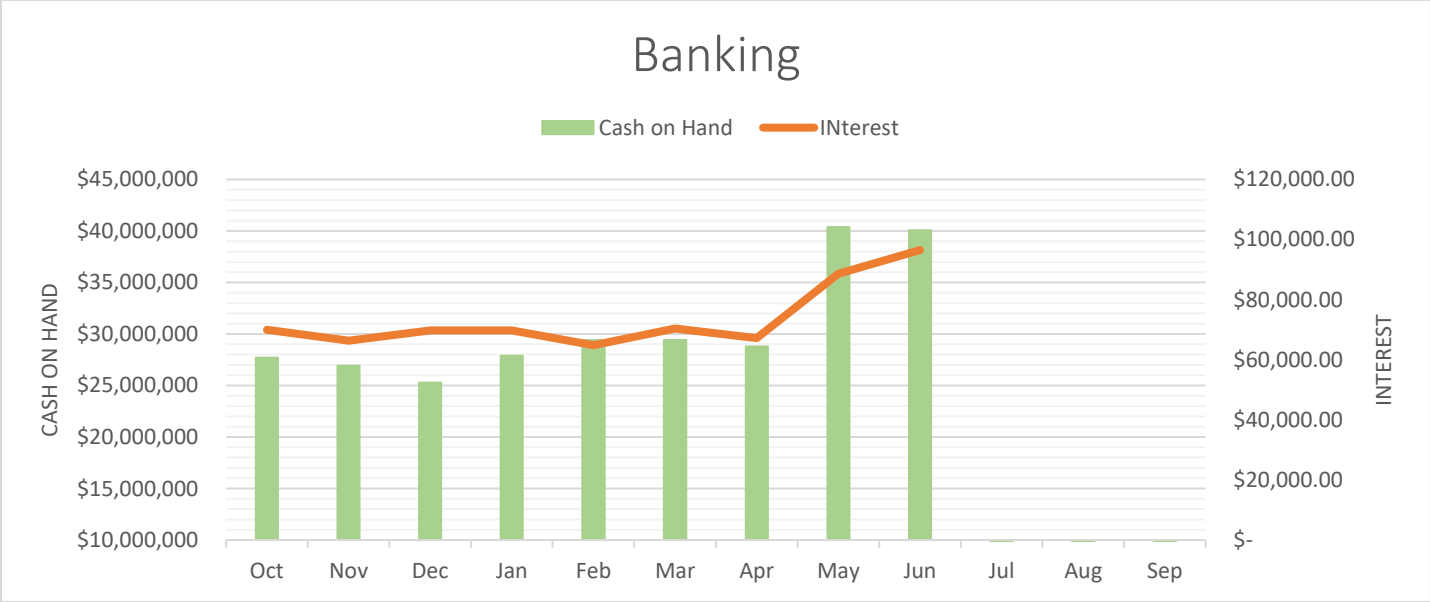
- 200-401-43012: Facility Rental Fees – In June, the DSRP collected $5,475.00 in rental fees, bring the total collected to $91,034.25.
- 200-401-46015: Concessions – This is a new line item for FY 2025. In June $3,368.69 was received. These revenues come from our agreement with Peak, who provide concessions at our events.

DSRP expenditures are in line with the projected budget. Line items of note include:

- 200-401-64038: Ice Rink – A payment of $89,977.50 was made from this line item in June. This payment of 50% of the rink cost for the 2025 holiday season.

Banking:

On June 30th, the City's cash balance was **$40.07 Million**. This is a 0.7% decrease from the previous month's cash balances. A total of **$96,493.43** was collected in interest revenues in June.



City of Dripping Springs, TX

Budget Report
Account Summary

For Fiscal: FY 2024-2025 Period Ending: 06/30/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,707,356.54	3,707,356.54	24,271.03	3,683,440.25	-23,916.29	0.65 %
100-000-40001	Sales Tax Revenue	4,500,000.00	4,500,000.00	413,015.18	3,725,413.21	-774,586.79	17.21 %
100-000-40002	Mixed Beverage	100,000.00	100,000.00	0.00	26,976.63	-73,023.37	73.02 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	1,874.07	10,683.60	6,683.60	267.09 %
100-000-41000	Solid Waste Franchise Fee	55,000.00	55,000.00	0.00	40,977.90	-14,022.10	25.49 %
100-000-42000	Alcohol Permit Fees	6,500.00	6,500.00	405.00	5,117.50	-1,382.50	21.27 %
100-000-46001	Other Revenues	40,000.00	40,000.00	173,365.53	1,816,345.64	1,776,345.64	4,540.86 %
100-000-46002	Interest	150,000.00	150,000.00	17,359.09	169,903.64	19,903.64	113.27 %
100-000-46011	Coronavirus Local Fiscal Recovery F	0.00	0.00	0.00	50.00	50.00	0.00 %
100-000-46013	Opioid Abatement	0.00	0.00	0.00	241.78	241.78	0.00 %
100-000-46014	Transportation Improvements Reim	1,010,000.00	1,010,000.00	0.00	55,548.30	-954,451.70	94.50 %
100-000-47005	Transfer from HOT Fund	55,000.00	255,000.00	0.00	0.00	-255,000.00	100.00 %
100-000-47013	Transfer From TIRZ	0.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
100-000-47016	Transfer from Sidewalk Fund	29,000.00	29,000.00	0.00	0.00	-29,000.00	100.00 %
	Department: 000 - Undesignated Total:	**9,656,856.54**	**9,956,856.54**	**630,289.90**	**9,534,698.45**	**-422,158.09**	**4.24%**
Department: 105 - Communications							
100-105-46006	Merchandise	0.00	0.00	0.00	-239.83	-239.83	0.00 %
	Department: 105 - Communications Total:	**0.00**	**0.00**	**0.00**	**-239.83**	**-239.83**	**0.00%**
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	5,095.00	51,845.00	-23,155.00	30.87 %
100-200-43000	Site Development Fees	400,000.00	400,000.00	11,123.00	54,342.90	-345,657.10	86.41 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	0.00	7,635.00	-57,365.00	88.25 %
100-200-43030	Subdivision Fees	295,100.00	295,100.00	86,938.00	493,332.45	198,232.45	167.17 %
	Department: 200 - Planning & Development Total:	**835,100.00**	**835,100.00**	**103,156.00**	**607,155.35**	**-227,944.65**	**27.30%**
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	12,070.00	57,586.15	57,586.15	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	7,066.96	34,850.46	-15,149.54	30.30 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	130,028.90	1,254,759.16	-245,240.84	16.35 %
	Department: 201 - Building Total:	**1,550,000.00**	**1,550,000.00**	**149,165.86**	**1,347,195.77**	**-202,804.23**	**13.08%**
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,500.00	5,500.00	0.00	6,676.00	1,176.00	121.38 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	160.00	755.00	-1,045.00	58.06 %
100-400-44002	Program & Event Fees	9,500.00	9,500.00	-226.00	3,419.00	-6,081.00	64.01 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	935.00	6,135.00	135.00	102.25 %
100-400-47002	Transfer from Parkland Dedication	8,500.00	8,500.00	0.00	0.00	-8,500.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	16,500.00	16,500.00	0.00	0.00	-16,500.00	100.00 %
	Department: 400 - Parks & Recreation Total:	**107,800.00**	**107,800.00**	**869.00**	**16,985.00**	**-90,815.00**	**84.24%**
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	41,750.00	41,750.00	13,623.00	21,354.40	-20,395.60	48.85 %
100-402-44004	Park Rental Income	21,235.00	21,235.00	670.00	22,187.75	952.75	104.49 %
100-402-46012	Reimbursement of Utility Costs	0.00	0.00	0.00	2,030.00	2,030.00	0.00 %
	Department: 402 - Aquatics Total:	**62,985.00**	**62,985.00**	**14,293.00**	**45,572.15**	**-17,412.85**	**27.65%**
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	7,540.00	7,540.00	-20,700.00	7,020.00	-520.00	6.90 %
100-404-45001	FD Food Booths	1,500.00	1,500.00	6,650.00	8,582.50	7,082.50	572.17 %
100-404-45002	FD BBQ Cooker Registration Fees	5,115.00	5,115.00	0.00	0.00	-5,115.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45003	FD Carnival	15,000.00	15,000.00	0.00	20,265.63	5,265.63	135.10 %
100-404-45004	FD Parade Registration Fees	4,675.00	4,675.00	0.00	3,995.00	-680.00	14.55 %
100-404-45005	FD Sponsorships	100,000.00	100,000.00	0.00	125,300.00	25,300.00	125.30 %
100-404-45006	FD Parking Fees	500.00	500.00	0.00	0.00	-500.00	100.00 %
100-404-45007	FD Electric Fees	3,000.00	3,000.00	1,340.00	2,200.00	-800.00	26.67 %
	Department: 404 - Founders Day Total:	**137,330.00**	**137,330.00**	**-12,710.00**	**167,363.13**	**30,033.13**	**21.87%**
	Revenue Total:	**12,350,071.54**	**12,650,071.54**	**885,063.76**	**11,718,730.02**	**-931,341.52**	**7.36%**
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	3,936,374.84	3,936,374.84	0.00	0.00	3,936,374.84	100.00 %
100-000-61000	Health Insurance	315,432.63	315,432.63	0.00	47,743.87	267,688.76	84.86 %
100-000-61001	Dental Insurance	0.00	0.00	0.00	3.24	-3.24	0.00 %
100-000-61002	Medicare	0.00	0.00	0.00	13.00	-13.00	0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	55.58	-55.58	0.00 %
100-000-61004	Unemployment	0.00	0.00	0.00	7.20	-7.20	0.00 %
100-000-61005	Federal Withholding	309,012.18	309,012.18	0.00	0.00	309,012.18	100.00 %
100-000-61006	TMRS	214,341.87	214,341.87	0.00	26.16	214,315.71	99.99 %
100-000-62009	Human Resources Consultant	38,200.00	38,200.00	3,666.66	24,335.97	13,864.03	36.29 %
100-000-63004	Dues, Fees & Subscriptions	74,462.85	74,462.85	-5,632.72	95,047.78	-20,584.93	-27.64 %
100-000-63005	Training/Continuing Education	100,000.00	100,000.00	8,300.50	50,641.42	49,358.58	49.36 %
100-000-64000	Office Supplies	37,000.00	37,000.00	2,291.95	16,840.47	20,159.53	54.49 %
100-000-64004	Office Furniture and Equipment	10,000.00	10,000.00	992.48	3,176.48	6,823.52	68.24 %
100-000-66002	Postage & Shipping	4,500.00	4,500.00	1,011.19	3,270.54	1,229.46	27.32 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	62,000.00	62,000.00	0.00	2,700.00	59,300.00	95.65 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	74,199.79	-64,199.79	-642.00 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	575,566.14	575,566.14	0.00	0.00	575,566.14	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	115,083.55	115,083.55	0.00	0.00	115,083.55	100.00 %
100-000-90015	Transfer to Farmers Marke	16,542.01	16,542.01	0.00	0.00	16,542.01	100.00 %
	Department: 000 - Undesignated Total:	**6,328,916.07**	**6,328,916.07**	**10,630.06**	**323,061.50**	**6,005,854.57**	**94.90%**
Department: 100 - City Council/Boards & Commissions							
100-100-63004	Dues, Fees & Subscriptions	0.00	0.00	0.00	195.00	-195.00	0.00 %
100-100-64004	Office Furniture and Equipment	0.00	0.00	763.21	763.21	-763.21	0.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
	Department: 100 - City Council/Boards & Commissions Total:	**17,000.00**	**17,000.00**	**763.21**	**958.21**	**16,041.79**	**94.36%**
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	50,663.80	487,966.97	-487,966.97	0.00 %
100-101-60002	Overtime	0.00	0.00	38.63	199.53	-199.53	0.00 %
100-101-61000	Health Insurance	0.00	0.00	2,082.14	19,276.27	-19,276.27	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	134.80	1,348.00	-1,348.00	0.00 %
100-101-61002	Medicare	0.00	0.00	703.65	6,762.99	-6,762.99	0.00 %
100-101-61003	Social Security	0.00	0.00	3,008.74	25,671.52	-25,671.52	0.00 %
100-101-61004	Unemployment	0.00	0.00	0.00	864.01	-864.01	0.00 %
100-101-61006	TMRS	0.00	0.00	2,925.55	28,406.49	-28,406.49	0.00 %
	Department: 101 - City Administrators Office Total:	**0.00**	**0.00**	**59,557.31**	**570,495.78**	**-570,495.78**	**0.00%**
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	10,624.99	105,434.56	-105,434.56	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	1,160.00	14,582.00	-14,582.00	0.00 %
100-102-60002	Overtime	0.00	0.00	24.11	438.54	-438.54	0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,024.80	10,240.39	-10,240.39	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	67.40	674.00	-674.00	0.00 %
100-102-61002	Medicare	0.00	0.00	168.75	1,721.76	-1,721.76	0.00 %
100-102-61003	Social Security	0.00	0.00	721.52	7,361.89	-7,361.89	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-61004	Unemployment	0.00	0.00	10.24	512.99	-512.99	0.00 %
100-102-61006	TMRS	0.00	0.00	614.45	6,162.92	-6,162.92	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	6,461.47	6,461.47	0.00	0.00	6,461.47	100.00 %
100-102-64032	Meeting Supplies	3,120.00	3,120.00	1,112.59	7,179.88	-4,059.88	-130.12 %
100-102-66003	Public Notices	2,600.00	2,600.00	87.20	4,945.57	-2,345.57	-90.21 %
100-102-69003	Records Management	720.00	720.00	415.50	1,953.00	-1,233.00	-171.25 %
	Department: 102 - City Secretary Total:	**20,901.47**	**20,901.47**	**16,031.55**	**161,207.50**	**-140,306.03**	**-671.27%**
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	4,020.00	11,480.00	74.06 %
	Department: 103 - Courts Total:	**15,500.00**	**15,500.00**	**0.00**	**4,020.00**	**11,480.00**	**74.06%**
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	22,004.56	219,661.41	-219,661.41	0.00 %
100-104-61000	Health Insurance	0.00	0.00	1,039.34	10,391.73	-10,391.73	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	67.40	674.00	-674.00	0.00 %
100-104-61002	Medicare	0.00	0.00	314.62	3,140.62	-3,140.62	0.00 %
100-104-61003	Social Security	0.00	0.00	1,345.20	13,299.96	-13,299.96	0.00 %
100-104-61004	Unemployment	0.00	0.00	0.00	288.00	-288.00	0.00 %
100-104-61006	TMRS	0.00	0.00	1,269.66	12,788.40	-12,788.40	0.00 %
100-104-62003	Special Counsel and Consultants	16,000.00	16,000.00	753.25	1,722.55	14,277.45	89.23 %
100-104-69004	Government Affairs	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-104-70001	Mileage	0.00	0.00	0.00	357.05	-357.05	0.00 %
	Department: 104 - City Attorney Total:	**66,000.00**	**66,000.00**	**26,794.03**	**262,323.72**	**-196,323.72**	**-297.46%**
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	18,364.47	153,362.44	-153,362.44	0.00 %
100-105-60002	Overtime	0.00	0.00	139.55	139.55	-139.55	0.00 %
100-105-61000	Health Insurance	0.00	0.00	1,559.92	11,028.92	-11,028.92	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	101.10	707.70	-707.70	0.00 %
100-105-61002	Medicare	0.00	0.00	267.10	2,215.27	-2,215.27	0.00 %
100-105-61003	Social Security	0.00	0.00	1,142.03	9,471.74	-9,471.74	0.00 %
100-105-61004	Unemployment	0.00	0.00	63.78	376.61	-376.61	0.00 %
100-105-61006	TMRS	0.00	0.00	1,067.67	8,902.06	-8,902.06	0.00 %
100-105-63039	Employee Engagement	20,000.00	20,000.00	357.71	13,565.15	6,434.85	32.17 %
100-105-64021	Merchandise	0.00	0.00	0.00	-312.00	312.00	0.00 %
100-105-66000	Website	7,000.00	7,000.00	0.00	2,812.75	4,187.25	59.82 %
100-105-66005	Public Relations	15,000.00	15,000.00	564.78	10,785.92	4,214.08	28.09 %
	Department: 105 - Communications Total:	**42,000.00**	**42,000.00**	**23,628.11**	**213,056.11**	**-171,056.11**	**-407.28%**
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	6,730.78	67,177.83	-67,177.83	0.00 %
100-106-61000	Health Insurance	0.00	0.00	530.74	5,306.20	-5,306.20	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	33.70	337.00	-337.00	0.00 %
100-106-61002	Medicare	0.00	0.00	97.42	972.32	-972.32	0.00 %
100-106-61003	Social Security	0.00	0.00	416.54	4,157.35	-4,157.35	0.00 %
100-106-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-106-61006	TMRS	0.00	0.00	388.36	3,910.98	-3,910.98	0.00 %
100-106-64001	Office IT Equipment & Support	117,329.00	117,329.00	6,288.19	87,225.23	30,103.77	25.66 %
100-106-64002	Software	301,251.76	301,251.76	17,617.88	163,516.38	137,735.38	45.72 %
100-106-65000	Network/Phone	85,221.64	85,221.64	3,284.02	60,377.70	24,843.94	29.15 %
	Department: 106 - IT Total:	**503,802.40**	**503,802.40**	**35,387.63**	**393,125.00**	**110,677.40**	**21.97%**
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	24,503.50	237,422.82	-237,422.82	0.00 %
100-107-60002	Overtime	0.00	0.00	0.48	58.19	-58.19	0.00 %
100-107-61000	Health Insurance	0.00	0.00	2,069.90	19,640.16	-19,640.16	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	134.80	1,279.76	-1,279.76	0.00 %
100-107-61002	Medicare	0.00	0.00	334.88	3,202.46	-3,202.46	0.00 %
100-107-61003	Social Security	0.00	0.00	1,431.84	13,692.76	-13,692.76	0.00 %
100-107-61004	Unemployment	0.00	0.00	0.00	576.01	-576.01	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-61006	TMRS	0.00	0.00	1,413.88	13,820.75	-13,820.75	0.00 %
100-107-62001	Financial Services	37,500.00	37,500.00	10,100.00	55,949.00	-18,449.00	-49.20 %
100-107-67000	TML Liability Insurance	33,908.00	33,908.00	0.00	19,574.25	14,333.75	42.27 %
100-107-67001	TML Property Insurance	67,191.00	67,191.00	0.00	67,803.50	-612.50	-0.91 %
100-107-67002	TML Workmen's Comp Insurance	42,497.00	42,497.00	0.00	51,197.75	-8,700.75	-20.47 %
100-107-70001	Mileage	0.00	0.00	46.20	336.67	-336.67	0.00 %
100-107-80004	Series 2024	486,041.67	486,041.67	410,500.00	486,041.66	0.01	0.00 %
100-107-80005	Series 2025	865,000.00	865,000.00	0.00	9,500.00	855,500.00	98.90 %
100-107-90003	Transfer to Wastewater Utility Fund	900,000.00	900,000.00	82,603.04	824,612.06	75,387.94	8.38 %
100-107-90004	SPA & ECO D Transfers	259,200.00	259,200.00	12,952.55	141,611.55	117,588.45	45.37 %
	Department: 107 - Finance Total:	**2,691,337.67**	**2,691,337.67**	**546,091.07**	**1,946,319.35**	**745,018.32**	**27.68%**
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	14,043.77	128,889.66	-128,889.66	0.00 %
100-200-60002	Overtime	0.00	0.00	6.55	169.01	-169.01	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,058.41	10,499.65	-10,499.65	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	67.40	674.00	-674.00	0.00 %
100-200-61002	Medicare	0.00	0.00	196.91	1,803.24	-1,803.24	0.00 %
100-200-61003	Social Security	0.00	0.00	842.02	7,710.61	-7,710.61	0.00 %
100-200-61004	Unemployment	0.00	0.00	21.17	309.16	-309.16	0.00 %
100-200-61006	TMRS	0.00	0.00	810.71	7,513.59	-7,513.59	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	14,962.50	37,694.00	32,306.00	46.15 %
100-200-62005	Health Inspector	0.00	0.00	0.00	12,650.00	-12,650.00	0.00 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	29,500.00	29,500.00	0.00	21,427.80	8,072.20	27.36 %
100-200-62010	Miscellaneous Consultant	30,000.00	30,000.00	0.00	223.65	29,776.35	99.25 %
	Department: 200 - Planning & Development Total:	**134,500.00**	**134,500.00**	**32,009.44**	**229,564.37**	**-95,064.37**	**-70.68%**
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	42,834.13	428,816.20	-428,816.20	0.00 %
100-201-60002	Overtime	0.00	0.00	377.64	8,052.34	-8,052.34	0.00 %
100-201-61000	Health Insurance	0.00	0.00	4,616.92	45,805.12	-45,805.12	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	303.30	3,015.02	-3,015.02	0.00 %
100-201-61002	Medicare	0.00	0.00	599.86	6,066.00	-6,066.00	0.00 %
100-201-61003	Social Security	0.00	0.00	2,564.92	25,937.36	-25,937.36	0.00 %
100-201-61004	Unemployment	0.00	0.00	0.00	1,615.30	-1,615.30	0.00 %
100-201-61006	TMRS	0.00	0.00	2,493.32	25,424.21	-25,424.21	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	80,585.00	700,705.00	49,295.00	6.57 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	577.50	1,422.50	71.13 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	39,419.82	580.18	1.45 %
100-201-64003	Uniforms	0.00	0.00	375.73	3,375.12	-3,375.12	0.00 %
	Department: 201 - Building Total:	**792,000.00**	**792,000.00**	**134,750.82**	**1,288,808.99**	**-496,808.99**	**-62.73%**
Department: 300 - Wastewater							
100-300-71001	Transportation Improvement Proje	790,000.00	790,000.00	82,843.65	115,162.94	674,837.06	85.42 %
	Department: 300 - Wastewater Total:	**790,000.00**	**790,000.00**	**82,843.65**	**115,162.94**	**674,837.06**	**85.42%**
Department: 301 - Water							
100-301-64004	Office Furniture and Equipment	0.00	0.00	411.97	411.97	-411.97	0.00 %
	Department: 301 - Water Total:	**0.00**	**0.00**	**411.97**	**411.97**	**-411.97**	**0.00%**
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	42,920.79	418,486.81	-418,486.81	0.00 %
100-304-60002	Overtime	0.00	0.00	851.49	12,060.06	-12,060.06	0.00 %
100-304-60003	On Call Pay	0.00	0.00	973.26	8,173.26	-8,173.26	0.00 %
100-304-61000	Health Insurance	0.00	0.00	4,822.41	48,717.97	-48,717.97	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	320.15	3,235.20	-3,235.20	0.00 %
100-304-61002	Medicare	0.00	0.00	638.91	6,293.51	-6,293.51	0.00 %
100-304-61003	Social Security	0.00	0.00	2,731.85	26,910.13	-26,910.13	0.00 %
100-304-61004	Unemployment	0.00	0.00	36.59	1,643.88	-1,643.88	0.00 %
100-304-61006	TMRS	0.00	0.00	2,581.81	25,688.96	-25,688.96	0.00 %
100-304-63000	Office Maintenance/Repairs	36,880.00	36,880.00	4,478.46	18,430.41	18,449.59	50.03 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-63001	Equipment Maintenance	17,750.00	17,750.00	329.83	2,732.66	15,017.34	84.60 %
100-304-63002	Fleet Maintenance	103,675.00	103,675.00	1,865.95	41,828.82	61,846.18	59.65 %
100-304-63008	Stephenson Building & Lawn Maint	2,500.00	2,500.00	0.00	103.17	2,396.83	95.87 %
100-304-63009	Street/ROW Maintenance	215,075.00	215,075.00	5,261.87	30,790.75	184,284.25	85.68 %
100-304-63023	General Maintenance	0.00	0.00	0.00	515.78	-515.78	0.00 %
100-304-64003	Uniforms	17,500.00	17,500.00	486.94	3,785.42	13,714.58	78.37 %
100-304-64006	Fleet Acquisition	50,000.00	50,000.00	515.16	45,278.85	4,721.15	9.44 %
100-304-64008	Fuel	0.00	0.00	0.00	326.64	-326.64	0.00 %
100-304-64009	Maintenance Equipment	115,500.00	115,500.00	79.99	26,227.84	89,272.16	77.29 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	270.71	2,803.19	3,696.81	56.87 %
100-304-65001	Street Electricty	20,000.00	20,000.00	1,155.19	12,223.29	7,776.71	38.88 %
100-304-65002	City Streets Water	4,000.00	4,000.00	311.64	2,399.07	1,600.93	40.02 %
100-304-65003	Office Electricty	8,000.00	8,000.00	0.00	7,334.19	665.81	8.32 %
100-304-65004	Office Water	750.00	750.00	141.56	1,754.14	-1,004.14	-133.89 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	0.00	459.79	1,040.21	69.35 %
100-304-65006	Stephenson Water	800.00	800.00	35.63	524.22	275.78	34.47 %
100-304-65009	Triangle Electric	0.00	0.00	0.00	267.75	-267.75	0.00 %
100-304-65015	Downtown Restroom Electric	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-65021	Downtown Restroom Water	2,000.00	2,000.00	89.29	272.86	1,727.14	86.36 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69006	Stephenson Bldg Improvements	0.00	0.00	0.00	25,936.35	-25,936.35	0.00 %
100-304-69010	Downtown Bathroom	0.00	360,000.00	7,387.50	383,010.22	-23,010.22	-6.39 %
100-304-71002	Street Improvements	0.00	439,269.14	0.00	773,157.42	-333,888.28	-76.01 %
100-304-71003	City Hall Improvements	1,100,000.00	1,100,000.00	12,326.55	904,254.61	195,745.39	17.80 %
100-304-71014	Maintenance Yard Improvements	0.00	0.00	7,750.00	7,750.00	-7,750.00	0.00 %
	Department: 304 - Maintenance Total:	**1,706,430.00**	**2,505,699.14**	**98,363.53**	**2,843,377.22**	**-337,678.08**	**-13.48%**
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	40,873.20	406,553.27	-406,553.27	0.00 %
100-400-60001	Part-time Employees	16,840.00	16,840.00	0.00	0.00	16,840.00	100.00 %
100-400-60002	Overtime	0.00	0.00	251.00	2,554.43	-2,554.43	0.00 %
100-400-60003	On Call Pay	0.00	0.00	400.00	4,200.00	-4,200.00	0.00 %
100-400-60005	Camp Staff	0.00	0.00	25,044.30	58,073.03	-58,073.03	0.00 %
100-400-60006	Camp Staff OT	0.00	0.00	0.00	6.61	-6.61	0.00 %
100-400-61000	Health Insurance	0.00	0.00	2,113.59	18,653.41	-18,653.41	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	135.07	1,434.99	-1,434.99	0.00 %
100-400-61002	Medicare	0.00	0.00	956.52	6,754.64	-6,754.64	0.00 %
100-400-61003	Social Security	0.00	0.00	4,089.86	28,882.34	-28,882.34	0.00 %
100-400-61004	Unemployment	0.00	0.00	459.48	2,379.97	-2,379.97	0.00 %
100-400-61006	TMRS	0.00	0.00	2,391.75	22,794.61	-22,794.61	0.00 %
100-400-62011	Park Consultant	0.00	0.00	0.00	1,245.00	-1,245.00	0.00 %
100-400-63004	Dues, Fees & Subscriptions	2,725.00	2,725.00	900.00	2,450.00	275.00	10.09 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	1,200.00	6,210.00	-6,210.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	1,110.00	3,350.00	-3,350.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	320.00	1,925.00	-1,925.00	0.00 %
100-400-63013	General Parks Maintenance	25,000.00	25,000.00	3,123.02	15,917.67	9,082.33	36.33 %
100-400-63015	Founders Park/Pool Maintenance	26,000.00	26,000.00	76.40	400.85	25,599.15	98.46 %
100-400-63016	Sports & Rec Park Maintenance	43,500.00	43,500.00	0.00	6,900.90	36,599.10	84.14 %
100-400-63017	Charro Ranch Park Maintenance	26,150.00	26,150.00	0.00	0.00	26,150.00	100.00 %
100-400-63018	Triangle/Veterans Park Maintenanc	5,700.00	5,700.00	0.00	0.00	5,700.00	100.00 %
100-400-63036	Skate Park Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-400-64003	Uniforms	0.00	0.00	0.00	254.37	-254.37	0.00 %
100-400-64005	Equipment Rental	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-64011	Park Supplies	19,600.00	19,600.00	0.00	4,438.14	15,161.86	77.36 %
100-400-64012	Charro Ranch Supplies	1,050.00	1,050.00	0.00	415.97	634.03	60.38 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	68.75	793.78	-793.78	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	358.11	41.89	10.47 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	70.95	1,102.84	9,847.16	89.93 %
100-400-64033	Rathgeber Supplies	1,504.00	1,504.00	0.00	120.00	1,384.00	92.02 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %
100-400-65007	Portable Toilets	10,000.00	10,000.00	175.00	4,605.00	5,395.00	53.95 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	500.00	500.00	35.18	316.62	183.38	36.68 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	381.48	15,150.66	-2,150.66	-16.54 %
100-400-65012	Sports & Rec Park Electricty	2,500.00	2,500.00	197.10	-2,078.72	4,578.72	183.15 %
100-400-65014	Founders Park/Pool Electricty	0.00	0.00	0.00	4,022.84	-4,022.84	0.00 %
100-400-66001	Advertising	15,500.00	15,500.00	196.25	4,665.08	10,834.92	69.90 %
100-400-70003	Other Expenses	6,500.00	6,500.00	0.00	2,793.64	3,706.36	57.02 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	1,695.98	-1,695.98	0.00 %
100-400-71004	All Parks Improvements	247,000.00	247,000.00	2,312.50	143,136.74	103,863.26	42.05 %
100-400-71005	Founders Park/Pool Improvmts	175,000.00	155,000.00	7,162.50	8,517.50	146,482.50	94.50 %
100-400-71006	Sports & Rec Park Improvements	70,000.00	90,000.00	0.00	59,953.27	30,046.73	33.39 %
100-400-71009	Triangle Improvements	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-71010	Rathgeber Improvements	0.00	0.00	412.50	6,892.23	-6,892.23	0.00 %
100-400-71012	Skate Park Improvements	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	**765,987.00**	**765,987.00**	**94,456.40**	**847,840.77**	**-81,853.77**	**-10.69%**
Department: 401 - DSRP							
100-401-60000	Regular Employees	293,829.00	293,829.00	29,528.77	315,714.37	-21,885.37	-7.45 %
100-401-60002	Overtime	0.00	0.00	165.73	2,764.71	-2,764.71	0.00 %
100-401-60003	On Call Pay	0.00	0.00	400.00	3,800.00	-3,800.00	0.00 %
100-401-61000	Health Insurance	35,267.45	35,267.45	3,077.50	32,753.38	2,514.07	7.13 %
100-401-61001	Dental Insurance	0.00	0.00	201.93	2,152.79	-2,152.79	0.00 %
100-401-61002	Medicare	0.00	0.00	429.09	4,542.95	-4,542.95	0.00 %
100-401-61003	Social Security	0.00	0.00	1,834.83	19,425.96	-19,425.96	0.00 %
100-401-61004	Unemployment	0.00	0.00	0.00	1,072.19	-1,072.19	0.00 %
100-401-61005	Federal Withholding	17,049.43	17,049.43	0.00	0.00	17,049.43	100.00 %
100-401-61006	TMRS	23,737.92	23,737.92	1,736.45	18,655.61	5,082.31	21.41 %
100-401-63023	General Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
	Department: 401 - DSRP Total:	**386,883.80**	**386,883.80**	**37,374.30**	**400,881.96**	**-13,998.16**	**-3.62%**
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	4,616.00	46,165.47	-46,165.47	0.00 %
100-402-60007	Aquatic Staff	126,813.64	126,813.64	21,827.76	25,093.21	101,720.43	80.21 %
100-402-61000	Health Insurance	0.00	0.00	510.44	3,593.30	-3,593.30	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	33.70	235.90	-235.90	0.00 %
100-402-61002	Medicare	0.00	0.00	383.28	1,030.54	-1,030.54	0.00 %
100-402-61003	Social Security	0.00	0.00	1,638.79	4,406.21	-4,406.21	0.00 %
100-402-61004	Unemployment	0.00	0.00	349.25	688.24	-688.24	0.00 %
100-402-61006	TMRS	0.00	0.00	266.34	2,699.75	-2,699.75	0.00 %
100-402-63015	Founders Park/Pool Maintenance	21,000.00	21,000.00	896.15	17,986.20	3,013.80	14.35 %
100-402-64013	Pool Supplies	26,200.00	26,200.00	717.00	901.95	25,298.05	96.56 %
100-402-65000	Network/Phone	2,500.00	2,500.00	0.00	1,367.00	1,133.00	45.32 %
100-402-65013	FMP Pool/Pavilion Water	5,300.00	5,300.00	720.69	3,486.15	1,813.85	34.22 %
100-402-65014	FMP Pool/Pavilion Electric	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
100-402-65019	Propane/Natural Gas	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-402-71011	Founders Pool Improvements	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
	Department: 402 - Aquatics Total:	**206,313.64**	**206,313.64**	**31,959.40**	**107,653.92**	**98,659.72**	**47.82%**
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	18,500.00	18,500.00	0.00	16,812.84	1,687.16	9.12 %
100-404-63038	FD Transportation	10,500.00	10,500.00	0.00	6,091.18	4,408.82	41.99 %
100-404-64016	FD Event Supplies	1,000.00	1,000.00	0.00	3,817.78	-2,817.78	-281.78 %
100-404-64017	FD Event Tent, Table, & Chairs	7,000.00	7,000.00	0.00	11,631.00	-4,631.00	-66.16 %
100-404-64018	FD Barricades	21,500.00	21,500.00	0.00	9,590.00	11,910.00	55.40 %
100-404-65007	Portable Toilets	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-404-65016	FD Electricity	2,225.00	2,225.00	0.00	141.12	2,083.88	93.66 %
100-404-66008	FD Parade	500.00	500.00	0.00	0.00	500.00	100.00 %
100-404-66009	FD Publicity	1,400.00	1,400.00	0.00	1,929.76	-529.76	-37.84 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-66010	Events, Entertainment & Activities	25,000.00	25,000.00	0.00	23,640.26	1,359.74	5.44 %
100-404-66012	FD Sponsorship	3,500.00	3,500.00	713.52	8,032.88	-4,532.88	-129.51 %
100-404-68005	FD Security	38,000.00	38,000.00	0.00	26,441.90	11,558.10	30.42 %
100-404-68006	FD Health, Safety & Lighting	17,500.00	17,500.00	0.00	17,065.42	434.58	2.48 %
	Department: 404 - Founders Day Total:	**156,625.00**	**156,625.00**	**713.52**	**125,194.14**	**31,430.86**	**20.07%**
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	6,438.78	64,905.50	-64,905.50	0.00 %
100-500-61000	Health Insurance	0.00	0.00	18.08	180.29	-180.29	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	33.70	337.00	-337.00	0.00 %
100-500-61002	Medicare	0.00	0.00	92.60	933.51	-933.51	0.00 %
100-500-61003	Social Security	0.00	0.00	395.92	3,991.31	-3,991.31	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-500-61006	TMRS	0.00	0.00	371.52	3,779.19	-3,779.19	0.00 %
100-500-64003	Uniforms	0.00	0.00	0.00	241.20	-241.20	0.00 %
100-500-68000	Emergency Management Equip	67,500.00	67,500.00	691.11	54,559.03	12,940.97	19.17 %
100-500-68001	Emergency Fire& Safety	611.00	611.00	123.88	3,892.44	-3,281.44	-537.06 %
100-500-68002	Emergency Management PR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-500-68003	Emergency Equipment Maint	12,299.00	12,299.00	0.00	1,748.57	10,550.43	85.78 %
	Department: 500 - Emergency Management Total:	**83,410.00**	**83,410.00**	**8,165.59**	**134,712.04**	**-51,302.04**	**-61.51%**
	Expense Total:	**14,707,607.05**	**15,506,876.19**	**1,239,931.59**	**9,968,175.49**	**5,538,700.70**	**35.72%**
	Fund: 100 - General Fund Surplus (Deficit):	**-2,357,535.51**	**-2,856,804.65**	**-354,867.83**	**1,750,554.53**	**4,607,359.18**	**161.28%**
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	8,000.00	8,000.00	80.00	8,605.00	605.00	107.56 %
200-401-43010	Stall Rental Fees	40,000.00	40,000.00	1,373.23	20,762.04	-19,237.96	48.09 %
200-401-43011	RV Site Rental Fees	21,000.00	21,000.00	365.00	15,280.00	-5,720.00	27.24 %
200-401-43012	Facility Rental Fees	125,000.00	125,000.00	5,475.00	91,034.25	-33,965.75	27.17 %
200-401-43013	Equipment Rental Fees	8,000.00	8,000.00	1,800.00	12,913.90	4,913.90	161.42 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	25.00	3,337.21	-662.79	16.57 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	1,700.00	18,741.71	-6,258.29	25.03 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	1,502.00	1,807.00	-50,468.00	96.54 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	0.00	19,307.60	-117,792.40	85.92 %
200-401-44006	Riding Series	35,000.00	35,000.00	2,588.23	22,986.75	-12,013.25	34.32 %
200-401-44007	Miscellaneous Events	12,000.00	12,000.00	3,720.00	53,642.17	41,642.17	447.02 %
200-401-44008	Program Fees	53,000.00	53,000.00	289.00	21,574.00	-31,426.00	59.29 %
200-401-44009	Ice Rink	229,169.00	229,169.00	0.00	152,816.06	-76,352.94	33.32 %
200-401-44012	Rink Merchandise	500.00	500.00	0.00	506.16	6.16	101.23 %
200-401-46001	Other Revenues	500.00	500.00	2,005.00	2,307.30	1,807.30	461.46 %
200-401-46002	Interest	4,500.00	4,500.00	802.18	5,144.90	644.90	114.33 %
200-401-46006	Merchandise Sales	22,065.20	22,065.20	1,159.45	17,006.44	-5,058.76	22.93 %
200-401-46015	Concessions	0.00	0.00	3,368.69	2,910.08	2,910.08	0.00 %
200-401-47005	Transfer from HOT Fund	330,000.00	330,000.00	0.00	165,000.00	-165,000.00	50.00 %
	Department: 401 - DSRP Total:	**1,107,109.20**	**1,107,109.20**	**26,252.78**	**635,682.57**	**-471,426.63**	**42.58%**
	Revenue Total:	**1,107,109.20**	**1,107,109.20**	**26,252.78**	**635,682.57**	**-471,426.63**	**42.58%**
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	5,000.00	5,000.00	1,084.31	3,784.31	1,215.69	24.31 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	186.97	186.97	813.03	81.30 %
	Department: 400 - Parks & Recreation Total:	**6,000.00**	**6,000.00**	**1,271.28**	**3,971.28**	**2,028.72**	**33.81%**
Department: 401 - DSRP							
200-401-60005	Camp Staff	154,246.48	154,246.48	0.00	0.00	154,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	23,608.81	77,623.97	-77,623.97	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	0.00	8,477.32	16,522.68	66.09 %
200-401-63002	Fleet Maintenance	3,000.00	3,000.00	0.00	938.86	2,061.14	68.70 %
200-401-63003	Lawn Maintenance	0.00	0.00	0.00	1,440.00	-1,440.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	189.56	4,844.66	282.84	5.52 %
200-401-63005	Training/Continuing Education	0.00	0.00	0.00	1,573.23	-1,573.23	0.00 %
200-401-63023	General Maintenance	170,730.00	170,730.00	3,085.00	17,722.59	153,007.41	89.62 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	2,665.65	1,334.35	33.36 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	1,008.80	1,590.05	8,409.95	84.10 %
200-401-64001	IT Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
200-401-64003	Uniforms	1,000.00	1,000.00	0.00	629.29	370.71	37.07 %
200-401-64004	Office Furniture and Equipment	0.00	0.00	343.77	343.77	-343.77	0.00 %
200-401-64005	Equipment Rental	3,000.00	3,000.00	0.00	2,040.20	959.80	31.99 %
200-401-64008	Fuel	0.00	0.00	10.00	3,040.65	-3,040.65	0.00 %
200-401-64009	Maintenance Equipment	0.00	0.00	45.33	45.33	-45.33	0.00 %
200-401-64010	Maintenance Supplies	0.00	0.00	0.00	266.39	-266.39	0.00 %
200-401-64015	Park Program & Event Supplies	0.00	0.00	47.65	47.65	-47.65	0.00 %
200-401-64021	Merchandise	17,065.20	17,065.20	0.00	6,265.50	10,799.70	63.28 %
200-401-64023	Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	188.17	1,911.83	91.04 %
200-401-64027	Coyote Camp	12,000.00	12,000.00	1,912.18	3,551.11	8,448.89	70.41 %
200-401-64028	Riding Series	28,000.00	28,000.00	4,047.28	33,019.16	-5,019.16	-17.93 %
200-401-64029	Miscellaneous Events	700.00	700.00	8,448.83	36,022.18	-35,322.18	-5,046.03 %
200-401-64030	Programing	8,000.00	8,000.00	2,492.00	22,181.27	-14,181.27	-177.27 %
200-401-64031	Concert Series	229,169.00	0.00	0.00	57,292.25	-57,292.25	0.00 %
200-401-64038	Ice Rink	0.00	229,169.00	89,977.50	225,600.82	3,568.18	1.56 %
200-401-65000	Network/Phone	9,414.00	9,414.00	1,207.90	11,101.73	-1,687.73	-17.93 %
200-401-65005	Water	7,000.00	7,000.00	2,709.47	14,814.78	-7,814.78	-111.64 %
200-401-65007	Portable Toilets	960.00	960.00	80.00	640.00	320.00	33.33 %
200-401-65008	Alarm	13,317.24	13,317.24	0.00	979.97	12,337.27	92.64 %
200-401-65017	Electricity	60,000.00	60,000.00	7,162.85	56,411.09	3,588.91	5.98 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	191.62	5,370.16	-2,870.16	-114.81 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	67.54	14,932.46	99.55 %
200-401-66004	City Sponsored Events	0.00	0.00	3,384.14	3,384.14	-3,384.14	0.00 %
200-401-70001	Mileage	500.00	500.00	27.16	27.16	472.84	94.57 %
200-401-70002	Contingencies/Emergency Fund	30,000.00	30,000.00	0.00	17,095.41	12,904.59	43.02 %
200-401-70003	Other Expenses	10,000.00	10,000.00	0.00	17,003.37	-7,003.37	-70.03 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-70013	DSRP Sales Tax	0.00	0.00	0.00	1,712.41	-1,712.41	0.00 %
200-401-71008	DSRP Improvements	320,000.00	320,000.00	0.00	1,925.00	318,075.00	99.40 %
200-401-90013	Transfer to Vehicle Replacement Fu	31,906.08	31,906.08	0.00	0.00	31,906.08	100.00 %
	Department: 401 - DSRP Total:	**1,215,585.50**	**1,215,585.50**	**149,979.85**	**637,942.83**	**577,642.67**	**47.52%**
	Expense Total:	**1,221,585.50**	**1,221,585.50**	**151,251.13**	**641,914.11**	**579,671.39**	**47.45%**
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	**-114,476.30**	**-114,476.30**	**-124,998.35**	**-6,231.54**	**108,244.76**	**94.56%**
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-46001	Other Revenues	0.00	0.00	0.00	367,035.41	367,035.41	0.00 %
	Department: 000 - Undesignated Total:	**0.00**	**0.00**	**0.00**	**367,035.41**	**367,035.41**	**0.00%**
Department: 300 - Wastewater							
400-300-41000	Solid Waste	0.00	0.00	0.00	-20,258.61	-20,258.61	0.00 %
400-300-43018	Wastewater Service Fees	1,672,883.25	1,672,883.25	147,359.60	1,328,544.54	-344,338.71	20.58 %
400-300-43020	Late Fees	9,000.00	9,000.00	0.00	6,440.80	-2,559.20	28.44 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	18,650.00	30,300.00	25,300.00	606.00 %
400-300-43024	Over Use Fees	0.00	0.00	0.00	79,077.63	79,077.63	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	2,610.96	17,392.37	17,392.37	0.00 %
400-300-43047	Temporary Wastewater Service - Ca	0.00	0.00	3,441.67	17,352.98	17,352.98	0.00 %
400-300-43048	Reclaimed Water Use Fee	0.00	0.00	0.00	123.50	123.50	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-46001	Other Revenues	0.00	0.00	0.00	741,480.20	741,480.20	0.00 %
400-300-47009	Sales Tax	0.00	0.00	0.00	317,486.80	317,486.80	0.00 %
	Department: 300 - Wastewater Total:	**1,686,883.25**	**1,686,883.25**	**172,062.23**	**2,517,940.21**	**831,056.96**	**49.27%**
Department: 301 - Water							
400-301-43020	Late Fees	0.00	0.00	0.00	4,982.98	4,982.98	0.00 %
400-301-43038	Meter Set Fees	3,000.00	3,000.00	550.00	3,800.00	800.00	126.67 %
400-301-43040	Water Base Rate	40,000.00	40,000.00	10,767.72	100,971.67	60,971.67	252.43 %
400-301-43041	Water Usage	200,000.00	200,000.00	16,610.52	247,874.04	47,874.04	123.94 %
400-301-43043	Equipment Fee	8,000.00	8,000.00	3,317.00	21,765.00	13,765.00	272.06 %
400-301-43044	Inspection Fees	1,000.00	1,000.00	676.00	3,476.00	2,476.00	347.60 %
	Department: 301 - Water Total:	**252,000.00**	**252,000.00**	**31,921.24**	**382,869.69**	**130,869.69**	**51.93%**
Department: 320 - Development/Capital							
400-320-41001	PEC	130,000.00	130,000.00	0.00	173,634.63	43,634.63	133.57 %
400-320-41002	ROW Fees	3,500.00	3,500.00	795.53	3,509.61	9.61	100.27 %
400-320-41003	Cable Franchise Fee	130,000.00	130,000.00	0.00	126,048.01	-3,951.99	3.04 %
400-320-41004	Texas Gas Franchise Fee	4,250.00	4,250.00	1,159.15	6,216.67	1,966.67	146.27 %
400-320-43024	Overuse Fees	221,841.43	221,841.43	0.00	0.00	-221,841.43	100.00 %
400-320-46001	Other Revenues	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
400-320-46002	Interest	180,000.00	180,000.00	16,542.42	168,506.10	-11,493.90	6.39 %
400-320-47009	Sales Tax	900,000.00	900,000.00	82,603.04	507,125.26	-392,874.74	43.65 %
	Department: 320 - Development/Capital Total:	**1,649,591.43**	**1,649,591.43**	**101,100.14**	**985,040.28**	**-664,551.15**	**40.29%**
Department: 330 - TWDB Project							
400-330-47008	Transfer from TWDB	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00 %
	Department: 330 - TWDB Project Total:	**21,005,000.00**	**21,005,000.00**	**0.00**	**0.00**	**-21,005,000.00**	**100.00%**
	Revenue Total:	**24,593,474.68**	**24,593,474.68**	**305,083.61**	**4,252,885.59**	**-20,340,589.09**	**82.71%**
Expense							
Department: 300 - Wastewater							
400-300-62002	Engineering and Surveying	0.00	0.00	487.50	143,399.25	-143,399.25	0.00 %
400-300-62019	Planning and Permitting	0.00	0.00	0.00	3,217.76	-3,217.76	0.00 %
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	1,927.80	4,123.98	-4,123.98	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	108,100.00	108,100.00	948.22	42,571.49	65,528.51	60.62 %
400-300-63026	Routine Operations	95,700.00	95,700.00	11,040.78	49,591.01	46,108.99	48.18 %
400-300-63027	Operations Non Routine	94,400.00	94,400.00	1,923.24	20,118.89	74,281.11	78.69 %
400-300-63028	Lift Station Maintenance	81,000.00	81,000.00	8,523.84	28,693.73	52,306.27	64.58 %
400-300-63029	Sanitary Sewer Line Maintenance	80,000.00	80,000.00	898.74	6,330.97	73,669.03	92.09 %
400-300-63030	Drip Field Maintenance	41,000.00	41,000.00	476.58	12,659.88	28,340.12	69.12 %
400-300-63031	Sludge Hauling	165,000.00	165,000.00	14,976.91	155,137.28	9,862.72	5.98 %
400-300-63034	Utility Operations	0.00	0.00	0.00	57,946.50	-57,946.50	0.00 %
400-300-64003	Uniforms	0.00	0.00	0.00	1,808.50	-1,808.50	0.00 %
400-300-64008	Fuel	0.00	0.00	0.00	83.54	-83.54	0.00 %
400-300-64010	Supplies	0.00	0.00	0.00	90.57	-90.57	0.00 %
400-300-64022	Chemicals	16,500.00	16,500.00	0.00	6,695.89	9,804.11	59.42 %
400-300-65000	Network/Phone	0.00	0.00	722.79	6,505.11	-6,505.11	0.00 %
400-300-65017	Electric	88,000.00	88,000.00	7,274.39	53,962.66	34,037.34	38.68 %
400-300-66005	Public Relations	0.00	0.00	0.00	1,625.00	-1,625.00	0.00 %
400-300-70003	Other Expenses	0.00	0.00	0.00	19,099.97	-19,099.97	0.00 %
400-300-72002	TWDB - Engineering and Design	0.00	0.00	0.00	98,141.98	-98,141.98	0.00 %
400-300-72003	TWDB - Special Counsel and Consul	0.00	0.00	0.00	21,288.58	-21,288.58	0.00 %
400-300-72005	TWDB - Land Acquisition	0.00	0.00	0.00	174,453.00	-174,453.00	0.00 %
400-300-90013	Transfer to Vehicle Replacement Fu	50,545.02	50,545.02	0.00	0.00	50,545.02	100.00 %
	Department: 300 - Wastewater Total:	**820,245.02**	**820,245.02**	**49,200.79**	**907,545.54**	**-87,300.52**	**-10.64%**
Department: 301 - Water							
400-301-63026	Routine Operations	27,500.00	27,500.00	1,741.69	21,942.31	5,557.69	20.21 %
400-301-63027	Operations Non Routine	15,000.00	15,000.00	3,924.00	3,924.00	11,076.00	73.84 %
400-301-63032	Water Line Maintenance & Repair	25,000.00	25,000.00	61.68	478.51	24,521.49	98.09 %
400-301-64040	Water Meters	60,000.00	60,000.00	0.00	51,373.02	8,626.98	14.38 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-301-65022	Wholesale Water	0.00	0.00	0.00	99,665.13	-99,665.13	0.00 %
	Department: 301 - Water Total:	**127,500.00**	**127,500.00**	**5,727.37**	**177,382.97**	**-49,882.97**	**-39.12%**
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	711,493.20	711,493.20	46,860.89	437,424.39	274,068.81	38.52 %
400-310-60002	Overtime	48,672.00	48,672.00	3,264.98	21,757.88	26,914.12	55.30 %
400-310-60003	On Call Pay	26,000.00	26,000.00	2,000.00	18,150.00	7,850.00	30.19 %
400-310-61000	Health Insurance	70,133.37	70,133.37	5,107.86	46,491.10	23,642.27	33.71 %
400-310-61001	Dental Insurance	0.00	0.00	337.00	3,066.70	-3,066.70	0.00 %
400-310-61002	Medicare	0.00	0.00	727.72	6,746.06	-6,746.06	0.00 %
400-310-61004	Unemployment	0.00	0.00	64.45	1,670.27	-1,670.27	0.00 %
400-310-61005	Federal Withholding	53,169.15	53,169.15	0.00	0.00	53,169.15	100.00 %
400-310-61006	TMRS	40,977.10	40,977.10	3,007.69	27,780.22	13,196.88	32.21 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	55,000.00	55,000.00	0.00	26,482.11	28,517.89	51.85 %
400-310-62020	Lab Testing	45,000.00	45,000.00	8,491.75	28,878.78	16,121.22	35.82 %
400-310-63001	Equipment Maintenance	11,000.00	11,000.00	459.84	913.67	10,086.33	91.69 %
400-310-63002	Fleet Maintenance	14,000.00	14,000.00	802.88	3,722.67	10,277.33	73.41 %
400-310-63005	Training/Continuing Education	20,000.00	20,000.00	50.00	6,132.52	13,867.48	69.34 %
400-310-63034	Utility Operations	69,000.00	69,000.00	0.00	35,200.57	33,799.43	48.98 %
400-310-63041	SCADA	50,000.00	59,450.00	0.00	59,450.00	0.00	0.00 %
400-310-64001	IT Equipment & Support	5,000.00	5,000.00	0.00	396.00	4,604.00	92.08 %
400-310-64002	Software	7,000.00	7,000.00	4,712.50	23,723.56	-16,723.56	-238.91 %
400-310-64003	Uniforms	11,000.00	11,000.00	274.99	775.08	10,224.92	92.95 %
400-310-64006	Fleet Acquisition	50,000.00	50,000.00	0.00	42,217.00	7,783.00	15.57 %
400-310-64008	Fuel	22,000.00	22,000.00	0.00	702.11	21,297.89	96.81 %
400-310-64010	Supplies	59,500.00	59,500.00	4,253.46	17,699.80	41,800.20	70.25 %
400-310-64023	Equipment	320,000.00	320,000.00	53,371.43	53,371.43	266,628.57	83.32 %
400-310-65000	Network/Phone	18,000.00	18,000.00	189.33	1,523.62	16,476.38	91.54 %
400-310-66002	Postage & Shipping	0.00	0.00	4,435.05	7,101.85	-7,101.85	0.00 %
	Department: 310 - Utility Operations Total:	**1,716,944.82**	**1,726,394.82**	**138,411.82**	**871,377.39**	**855,017.43**	**49.53%**
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastwater Treatment	21,250.00	21,250.00	710.00	8,048.30	13,201.70	62.13 %
400-311-63026	Arrowhead - Routine Operations	26,000.00	26,000.00	247.49	9,066.26	16,933.74	65.13 %
400-311-63027	Arrowhead - Non-Routine Operatio	24,000.00	24,000.00	311.13	11,391.30	12,608.70	52.54 %
400-311-63028	Arrowhead - Lift Station Maintenan	11,000.00	11,000.00	0.00	5,182.87	5,817.13	52.88 %
400-311-63030	Arrowhead - Drip Field Maintenanc	52,000.00	52,000.00	0.00	1,548.21	50,451.79	97.02 %
400-311-63031	Arrowhead - Sludge Hauling	50,000.00	50,000.00	651.17	14,606.75	35,393.25	70.79 %
400-311-64022	Arrowhead - Chemicals	14,300.00	14,300.00	2,495.90	10,681.00	3,619.00	25.31 %
400-311-65017	Arrowhead - Electricity	22,000.00	22,000.00	2,650.08	23,949.55	-1,949.55	-8.86 %
400-311-71000	Arrowhead - Capital Projects	0.00	0.00	0.00	17,529.54	-17,529.54	0.00 %
400-311-71013	Arrowhead Plant Lease	286,560.00	286,560.00	68,990.00	275,340.00	11,220.00	3.92 %
	Department: 311 - Arrowhead Wastewater Plant Total:	**507,110.00**	**507,110.00**	**76,055.77**	**377,343.78**	**129,766.22**	**25.59%**
Department: 312 - Big Sky Wastewater Plant							
400-312-63025	Big Sky - Wastewater Treatment Pla	8,700.00	5,000.00	0.00	0.00	5,000.00	100.00 %
400-312-63026	Big Sky - Routine Operations	23,250.00	19,000.00	16,579.62	16,636.12	2,363.88	12.44 %
400-312-63027	Big Sky - Non-Routine Operations	21,450.00	17,000.00	19,160.00	19,160.00	-2,160.00	-12.71 %
400-312-63028	Big Sky - Lift Station Maintenance	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
400-312-63030	Big Sky - Drip Field Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-312-63031	Big Sky - Sludge Hauling	39,000.00	30,000.00	1,780.81	1,780.81	28,219.19	94.06 %
400-312-64022	Big Sky - Chemicals	13,000.00	900.00	601.00	1,171.00	-271.00	-30.11 %
400-312-65017	Big Sky - Electricity	20,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
	Department: 312 - Big Sky Wastewater Plant Total:	**139,400.00**	**100,900.00**	**38,121.43**	**38,747.93**	**62,152.07**	**61.60%**
Department: 320 - Development/Capital							
400-320-62002	Engineering and Surveying	762,500.00	762,500.00	0.00	0.00	762,500.00	100.00 %
400-320-62019	Planning & Permitting	0.00	100,000.00	0.00	0.00	100,000.00	100.00 %
400-320-71000	Capital Projects	2,600,000.00	2,783,000.00	695,329.25	1,194,098.33	1,588,901.67	57.09 %
	Department: 320 - Development/Capital Total:	**3,362,500.00**	**3,645,500.00**	**695,329.25**	**1,194,098.33**	**2,451,401.67**	**67.24%**

Budget Report **For Fiscal: FY 2024-2025 Period Endin** **5**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 330 - TWDB Project							
400-330-72001	TWDB Capital Projects	20,500,000.00	20,500,000.00	0.00	0.00	20,500,000.00	100.00 %
400-330-72002	TWDB Engineering and Surveying	405,000.00	405,000.00	0.00	93,351.26	311,648.74	76.95 %
400-330-72004	TWDB - Consultants and Legal	100,000.00	100,000.00	0.00	440.80	99,559.20	99.56 %
400-330-72006	Village Grove - East Interceptor	0.00	0.00	0.00	14,941.30	-14,941.30	0.00 %
	Department: 330 - TWDB Project Total:	**21,005,000.00**	**21,005,000.00**	**0.00**	**108,733.36**	**20,896,266.64**	**99.48%**
	Expense Total:	**27,678,699.84**	**27,932,649.84**	**1,002,846.43**	**3,675,229.30**	**24,257,420.54**	**86.84%**
	Fund: 400 - Utilities Surplus (Deficit):	**-3,085,225.16**	**-3,339,175.16**	**-697,762.82**	**577,656.29**	**3,916,831.45**	**117.30%**
	Report Surplus (Deficit):	**-5,557,236.97**	**-6,310,456.11**	**-1,177,629.00**	**2,321,979.28**	**8,632,435.39**	**136.80%**

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	9,656,856.54	9,956,856.54	630,289.90	9,534,698.45	-422,158.09	4.24%
105 - Communications	0.00	0.00	0.00	-239.83	-239.83	0.00%
200 - Planning & Development	835,100.00	835,100.00	103,156.00	607,155.35	-227,944.65	27.30%
201 - Building	1,550,000.00	1,550,000.00	149,165.86	1,347,195.77	-202,804.23	13.08%
400 - Parks & Recreation	107,800.00	107,800.00	869.00	16,985.00	-90,815.00	84.24%
402 - Aquatics	62,985.00	62,985.00	14,293.00	45,572.15	-17,412.85	27.65%
404 - Founders Day	137,330.00	137,330.00	-12,710.00	167,363.13	30,033.13	21.87%
Revenue Total:	**12,350,071.54**	**12,650,071.54**	**885,063.76**	**11,718,730.02**	**-931,341.52**	**7.36%**
Expense						
000 - Undesignated	6,328,916.07	6,328,916.07	10,630.06	323,061.50	6,005,854.57	94.90%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	763.21	958.21	16,041.79	94.36%
101 - City Administrators Office	0.00	0.00	59,557.31	570,495.78	-570,495.78	0.00%
102 - City Secretary	20,901.47	20,901.47	16,031.55	161,207.50	-140,306.03	-671.27%
103 - Courts	15,500.00	15,500.00	0.00	4,020.00	11,480.00	74.06%
104 - City Attorney	66,000.00	66,000.00	26,794.03	262,323.72	-196,323.72	-297.46%
105 - Communications	42,000.00	42,000.00	23,628.11	213,056.11	-171,056.11	-407.28%
106 - IT	503,802.40	503,802.40	35,387.63	393,125.00	110,677.40	21.97%
107 - Finance	2,691,337.67	2,691,337.67	546,091.07	1,946,319.35	745,018.32	27.68%
200 - Planning & Development	134,500.00	134,500.00	32,009.44	229,564.37	-95,064.37	-70.68%
201 - Building	792,000.00	792,000.00	134,750.82	1,288,808.99	-496,808.99	-62.73%
300 - Wastewater	790,000.00	790,000.00	82,843.65	115,162.94	674,837.06	85.42%
301 - Water	0.00	0.00	411.97	411.97	-411.97	0.00%
304 - Maintenance	1,706,430.00	2,505,699.14	98,363.53	2,843,377.22	-337,678.08	-13.48%
400 - Parks & Recreation	765,987.00	765,987.00	94,456.40	847,840.77	-81,853.77	-10.69%
401 - DSRP	386,883.80	386,883.80	37,374.30	400,881.96	-13,998.16	-3.62%
402 - Aquatics	206,313.64	206,313.64	31,959.40	107,653.92	98,659.72	47.82%
404 - Founders Day	156,625.00	156,625.00	713.52	125,194.14	31,430.86	20.07%
500 - Emergency Management	83,410.00	83,410.00	8,165.59	134,712.04	-51,302.04	-61.51%
Expense Total:	**14,707,607.05**	**15,506,876.19**	**1,239,931.59**	**9,968,175.49**	**5,538,700.70**	**35.72%**
Fund: 100 - General Fund Surplus (Deficit):	**-2,357,535.51**	**-2,856,804.65**	**-354,867.83**	**1,750,554.53**	**4,607,359.18**	**161.28%**
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,107,109.20	1,107,109.20	26,252.78	635,682.57	-471,426.63	42.58%
Revenue Total:	**1,107,109.20**	**1,107,109.20**	**26,252.78**	**635,682.57**	**-471,426.63**	**42.58%**
Expense						
400 - Parks & Recreation	6,000.00	6,000.00	1,271.28	3,971.28	2,028.72	33.81%
401 - DSRP	1,215,585.50	1,215,585.50	149,979.85	637,942.83	577,642.67	47.52%
Expense Total:	**1,221,585.50**	**1,221,585.50**	**151,251.13**	**641,914.11**	**579,671.39**	**47.45%**
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	**-114,476.30**	**-114,476.30**	**-124,998.35**	**-6,231.54**	**108,244.76**	**94.56%**
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	0.00	0.00	0.00	367,035.41	367,035.41	0.00%
300 - Wastewater	1,686,883.25	1,686,883.25	172,062.23	2,517,940.21	831,056.96	49.27%
301 - Water	252,000.00	252,000.00	31,921.24	382,869.69	130,869.69	51.93%
320 - Development/Capital	1,649,591.43	1,649,591.43	101,100.14	985,040.28	-664,551.15	40.29%
330 - TWDB Project	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00%
Revenue Total:	**24,593,474.68**	**24,593,474.68**	**305,083.61**	**4,252,885.59**	**-20,340,589.09**	**82.71%**
Expense						
300 - Wastewater	820,245.02	820,245.02	49,200.79	907,545.54	-87,300.52	-10.64%
301 - Water	127,500.00	127,500.00	5,727.37	177,382.97	-49,882.97	-39.12%
310 - Utility Operations	1,716,944.82	1,726,394.82	138,411.82	871,377.39	855,017.43	49.53%
311 - Arrowhead Wastewater Plant	507,110.00	507,110.00	76,055.77	377,343.78	129,766.22	25.59%

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
312 - Big Sky Wastewater Plant	139,400.00	100,900.00	38,121.43	38,747.93	62,152.07	61.60%
320 - Development/Capital	3,362,500.00	3,645,500.00	695,329.25	1,194,098.33	2,451,401.67	67.24%
330 - TWDB Project	21,005,000.00	21,005,000.00	0.00	108,733.36	20,896,266.64	99.48%
Expense Total:	**27,678,699.84**	**27,932,649.84**	**1,002,846.43**	**3,675,229.30**	**24,257,420.54**	**86.84%**
Fund: 400 - Utilities Surplus (Deficit):	**-3,085,225.16**	**-3,339,175.16**	**-697,762.82**	**577,656.29**	**3,916,831.45**	**117.30%**
Report Surplus (Deficit):	**-5,557,236.97**	**-6,310,456.11**	**-1,177,629.00**	**2,321,979.28**	**8,632,435.39**	**136.80%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,357,535.51	-2,856,804.65	-354,867.83	1,750,554.53	4,607,359.18
200 - Dripping Springs Ranch Park	-114,476.30	-114,476.30	-124,998.35	-6,231.54	108,244.76
400 - Utilities	-3,085,225.16	-3,339,175.16	-697,762.82	577,656.29	3,916,831.45
Report Surplus (Deficit):	**-5,557,236.97**	**-6,310,456.11**	**-1,177,629.00**	**2,321,979.28**	**8,632,435.39**

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Lisa Sullivan, People & Communications Director

Council Meeting Date: August 5, 2025

Agenda Item Wording: **Update on signage design and discuss and consider approval of draft bid package for Wayfinding Signage.** Sponsor: Mayor Bill Foulds, Jr.

Agenda Item Requestor: Lisa Sullivan

Summary/Background: As part of the City's ongoing efforts to enhance visitor experience, support local businesses, and improve traffic flow and connectivity, the need for a cohesive wayfinding signage system has been identified. A well-designed wayfinding program will help guide residents and visitors to key destinations including City Hall, the Visitor Center, historic Mercer Street and shops, parks, trails and other sites.

City staff has reviewed similar programs in peer cities and has been working with Studio 16:19 on design and implementation. We have our final design that was also approved by TxDOT. Studio 16:19 also worked on park signage, so the designs will complement each other and follow the brand guideline. This bid package will allow the City to now seek proposals from qualified firms with expertise to create and install the signage.

Half of the funding for the wayfinding signage installation package is included in the approved FY 2024-2025 HOT budget. The remaining amount is currently in the draft FY 2025-2026 budget. Staff will ensure that proposals fall within allocated funds and will bring a final contract to Council for approval before any work begins.

Questions were asked at the July 15th City Council Meeting and Answers: See INCLUDED Q&A ON WAYFINDING in the Agenda Package

Commission Recommendations:

Recommended Council Actions: Staff recommends that City Council authorize the issuance of an RFP for the wayfinding signage package to move this important project forward.

Attachments: Q&A On Wayfinding

24.1145_Dripping Springs City Signage_Wayfinding Front End Docs_2025.07.08

24.1145_Dripping Springs City Signage_Wayfinding Tech Specs_2025.07.08

24.1145_Dripping Springs City Signage_Wayfinding CD Package_2025.07.08

Next Steps/Schedule: If approved, the following timeline will be set:

- August 11: 1st Notice sent to newspaper
- August 13: Notice printed by newspaper and all documents available online (2nd notice pringed August 20)
- August 20, 2:00pm: Optional Pre-Bid meeting
- August 26: Last chance for questions
- September 8, 2:00pm: Bid opening
- September 16: On City Council meeting agenda for possible approval on recommended bid acceptance.

WAYFINDING UPDATE
Questions from City Council (from July 15 Meeting) and Answers

The Wayfinding committee met on Friday, July 25, to go over all the questions asked at the July 15th City Council Meeting. The committee was comprised of: Council Members Taline Manassian and Sherrie Parks, Michelle Fischer, Pam King, Lisa Sullivan, and Jonathan Wagner from Studio 16:19.

From the discussion, the committee decided to stay with the original design as shown below (Question #2) and the following answers were provided:

1) Will the green color be visible enough at night? Is the green reflective or just the letters?

The entire front sign face, including the text, background colors, and logo design is noted to be printed with retroreflective sheeting per plans and TMUTCD code (See image below)

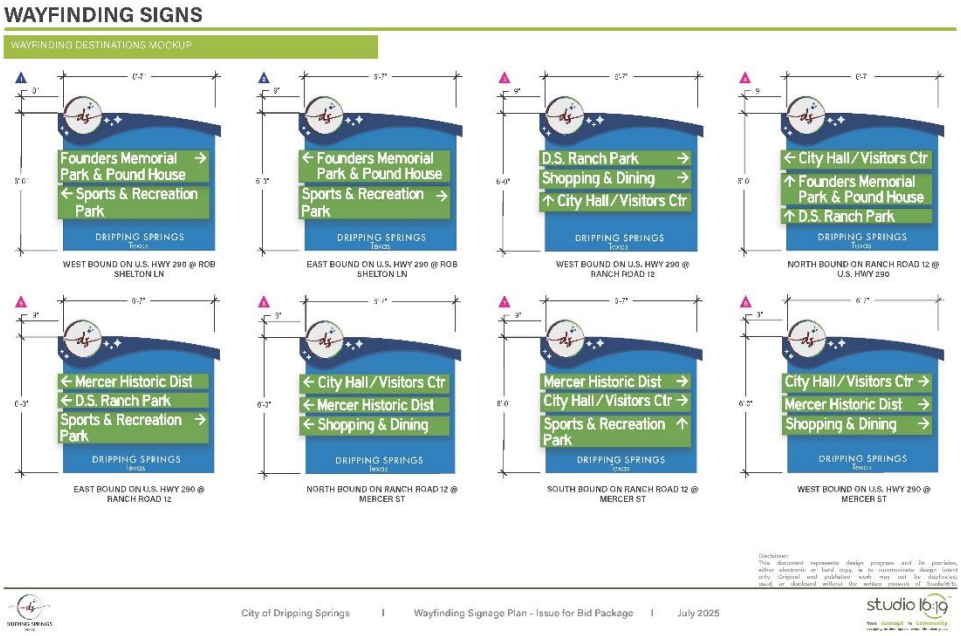
As for the green color, the wayfinding sign designs and locations have been reviewed and approved by the local TXDOT district office. They would not approve if they were not visible at night.

Table 2A-2. Retroreflection of Sign Elements

Means of Retroreflection	Sign Element
Reflector "buttons" or similar units	Symbol Word message Border
A material that has a smooth, sealed outer surface over a microstructure that reflects light	Symbol Word message Border Background

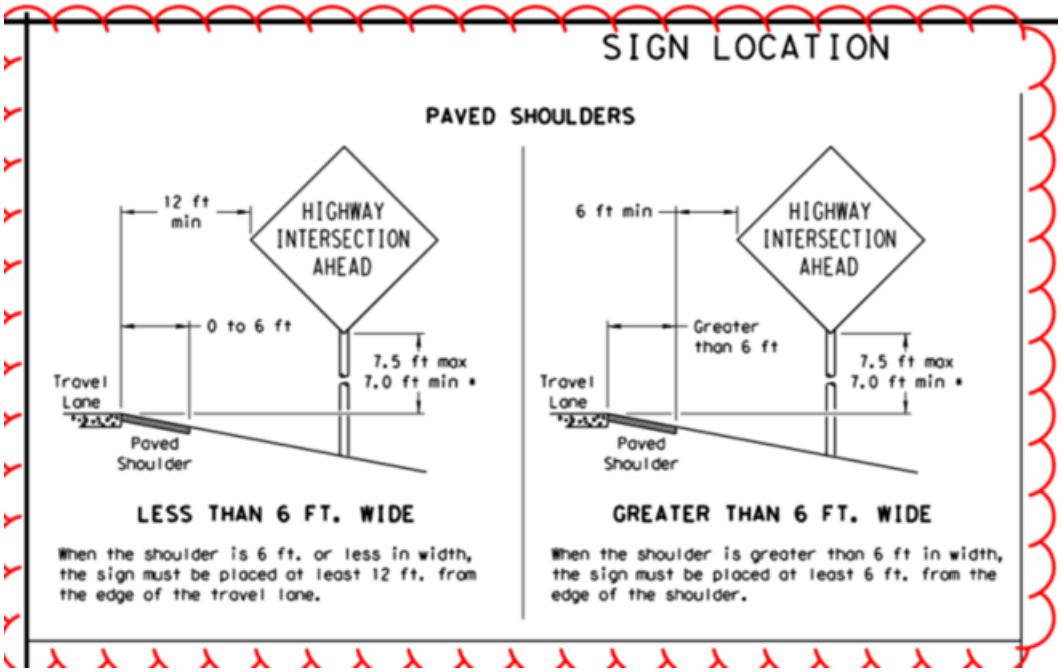
2) What if we made the green the dark blue?

We had different versions made to see the visibility and look of the different color combinations (including all blue, removing the color green from the design). The committee decided to keep the original design. This was based on TxDOT's approval that the sign will be seeable at night. It was also based on that the original design includes all the brand colors and that the original design works with and complements the Parks signage (that uses green).



3) How far from the road are the signs? They look too close in the mock-ups.

Per TXDOT details shown on page 18 in the sign package (SMD(GEN)-08), sign location is indicated on the width of the paved shoulder. The mockups in the package are schematic for site context and final locations of the signs will be field located and verified by the contractor based on the TXDOT guidelines provided in the package.



4) Do they need to be this tall?

Per TMUTCD (shown below and above), the minimum clearance height of a roadway sign must be 7 feet from the bottom of the sign to the elevation of the edge of the roadway.

The sign size is determined by the 6” letter height requirement and the destinations being shown. Per TMUTCD and TXDOT guidelines, 6” minimum lettering is required for legibility in a vehicular context. This was also verified and approved by the local TXDOT district office.

All the existing roadway signs in the City, within the TXDOT right of way, abide by these guidelines. While at a pedestrian scale these signs may appear large and tall, they are scaled appropriately to a vehicular scale with the surrounding context.

TMUTCD SECTION 2A.18.04 MOUNTING HEIGHT

04 **The minimum height, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement, of signs installed at the side of the road in rural areas shall be 7 feet (see Figure 2A-2).**

05 **The minimum height, measured vertically from the bottom of the sign to the top of the curb, or in the absence of curb, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way, of signs installed at the side of the road in business, commercial, or residential areas where parking or pedestrian movements are likely to occur, or where the view of the sign might be obstructed, shall be 7 feet (see Figure 2A-2).**

TXDOT WAYFINDING GUIDELINES SECTION 5C

Word messages should be as brief as possible and the lettering should be large enough to provide the necessary legibility distance. A minimum specific ratio of 1 inch of letter height per 30 feet of legibility distance should be used. Except as noted in the option below, the minimum size of sign legend is 6" for signs on conventional roads. Low speed (25 mph) local streets may have a minimum legend size of 4" (see TMUTCD Section 2A.14).

TMUTCD TABLE 2D-2 MINIMUM LETTER HEIGHTS

Type of Mounting	Type of Street or Highway	Speed Limit	Recommended Minimum Letter Height	
			Initial Upper-Case	Lower-Case
Overhead	All types	All speed limits	12 inches	9 inches
Post-mounted	Multi-lane	More than 40 mph	8 inches	6 inches
Post-mounted	Multi-lane	40 mph or less	6 inches	4.5 inches
Post-mounted	2-lane	All speed limits	6 inches*	4.5 inches*

* On local two-lane streets with speed limits of 25 mph or less, 4-inch initial upper-case letters with 3-inch lower-case letters may be used.

5) Does the height of the signs fit within our Sign Ordinance? Do the signs comply with the ordinance? Yes.

Here are some of the parts of the Sign Ordinance that apply to the wayfinding signs:

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.

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.

Sec. 26.01.004. Prohibited signs.

(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.

(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.

Sec. 26.01.005. 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.

APPENDIX A. CHART OF SIGN DESIGN STANDARDS

Type of Sign	Maximum Area	Maximum Height	Maximum Number	Permit Required	Conditions (Section Number)	Fee
All Districts						
Government signs			n/a	no	26.01.005	N/A

6) It really doesn't fit with the look and feel of our downtown area.

Signage placed along TxDot roadways must comply with TxDOT regulations. These guidelines govern everything from the size and shape of the sign to font, colors, and materials used. Because these are on TxDOT roadways, and not our private property, we have to follow their guidelines. While we aim for visual consistency throughout our community, these regulatory limitations are outside our control. So, we try to match our brand, with our colors and logos, but we are limited in what it can look like.

Parks signs do not have to follow our guidelines, as they are on our property.

7) Is there a more decorative pole or other pole options for these?

Similar to the answer above, we are limited to what we can do.

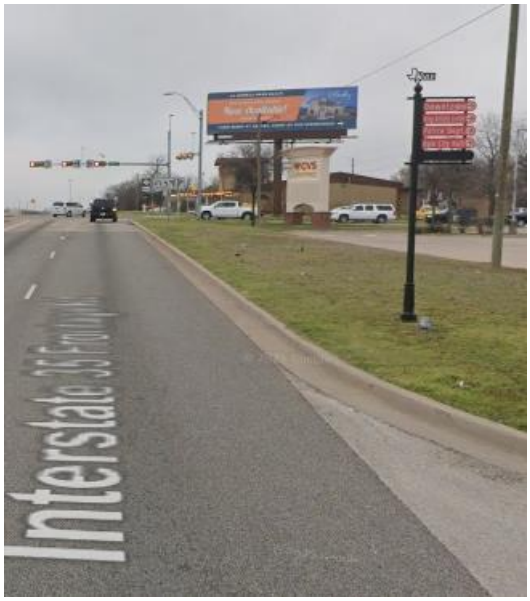
Per TXDOT details (SMD(SLIP-2)-08) included in the package and TMUTCD guidelines, all post-mounted roadway signs are required to be supported on a breakaway/slip base. This is a safety feature that allows signposts to break away from their base if a vehicle crashes into it, minimizing the severity of the crash. Based on our previous experience and research, there are limited types of poles that are designed to fit into the breakaway base. Therefore, we have opted to use the recommended schedule 80 post, per the TXDOT detail, with a black powdercoat/paint to provide a more polished finish.

TMUTCD SECTION 2A.21.01 POSTS AND MOUNTINGS

01 **Sign posts, foundations, and mountings shall be so constructed as to hold signs in a proper and permanent position, and to resist swaying in the wind or displacement by vandalism. Post-mounted sign supports shall be crashworthy (breakaway, yielding, or shielded with a longitudinal barrier or crash cushion) if within the clear zone.**

Note From Lisa Sullivan: I may have confused City Council. The pictures of the signs below (on the left) that were in my presentation are most likely on City Property, not TxDOT wayfinding signs. The photo on the right is more in line with TxDOT wayfinding.

Also note that other wayfinding signs, such as Kyle's below, that are on TxDOT roadways, are most likely noncompliant with TxDOT guidelines and were not approved by TxDOT. The letters are too small, the signs are too small.



8. What are the height and sign area of off-premises directional signs that have been approved by the City?

Off-premises directional signs approved by the City through a Master Sign Plan:

Belterra Residential: 6’ height**;** 3’ 4” width; A few inches above ground**;** 26 square feet area.

Belterra Commercial: 8’ 10” height; 6’ 10” width; Monument style**;** 60.30 square feet area.

Big Sky Residential: 6’ 8” height; 3’ 8” width; 2 feet above ground**;** 24.48 square feet area.

Cannon Ranch Residential: 6’ height; 3’ 8” width**;** 1’ 2” above ground**;** 22.02 square feet area.

Compared to City Wayfinding: 13’ 2”height**;** sign face is 6’ height by 6’ 7” width; 7 feet above ground; 39.48 square feet area. Two signs only directing to Charro Ranch Park: 10’ 6” height and 23.03 square feet area.

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR CONSTRUCTION OF

2025 CITY OF DRIPPING SPRINGS WAYFINDING SIGNAGE

Prepared For:

DRIPPING SPRINGS
Texas

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

Prepared by:

305 W. Liberty Ave., Suite 100
Round Rock, Texas 78665
Ph: 512-534-8680
TBAE Registration #BR989

August, 13th 2025

TABLE OF CONTENTS

DIVISION A – BIDDING INFORMATION & REQUIREMENTS

SECTION A-1 NOTICE TO BIDDERS
SECTION A-2 INSTRUCTIONS TO BIDDERS

DIVISION B – BID PROPOSAL

SECTION B-1 BID FORM
SECTION B-2 NON-COLUSION AFFIDAVIT
SECTION B-3 INFORMATION FROM BIDDERS
SECTION B-4 BID BOND
SECTION B-5 CONFLICT OF INTEREST STATEMENT

DIVISION C – CONTRACT, BOND & INSURANCE FORMS & REQUIREMENTS

SECTION C-1 STANDARD FORM OF AGREEMENT
SECTION C-2 PERFORMANCE BOND
SECTION C-3 PAYMENT BOND
SECTION C-4 CONTRACTORS INSURANCE
SECTION C-5 NOTICE OF AWARD
SECTION C-6 NOTICE TO PROCEED
SECTION C-7 CONTRACT TIME AND LIQUIDATED DAMAGES
SECTION C-8 EQUAL OPPORTUNITY CLAUSE
SECTION C-9 WAGE DETERMINATION
SECTION C-10 ENGINEER & OWNER REPRESENTATIVE

DIVISION D – CONDITIONS OF THE CONTRACT

SECTION D-1 GENERAL CONDITIONS

DIVISION E – TECHNICAL SPECIFICATIONS

00 01 07 - PROJECT MANUAL SEALS

GENERAL

02 41 19 – SELECTIVE DEMOLITION

CONCRETE

03 30 00 - CAST-IN-PLACE CONCRETE

SPECIALTIES

05 70 00 – DECORATIVE METAL

DIVISION A
BIDDING INFORMATION & REQUIREMENTS

Notice to Bidders
CITY OF DRIPPING SPRINGS, TEXAS
Wayfinding Signage

PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting bids for a Wayfinding Signage Plan.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via Civcast at CIVCAST BID PORTAL LINK and City of Dripping Springs Solicitation Website beginning August 13, 2025. A bid package set will also be available for viewing at City of Dripping Springs City Hall.

Sealed bids will be received by the **City of Dripping Springs,** via **CIVCAST** until **2:00 p.m.** on **September 8, 2025,** and then virtually opened, read, and taken under advisement. A link to the Bid opening meeting will be posted on CIVCAST. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the Project titled **Wayfinding Signage Plan** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

"**Wayfinding Signage Plan**"

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier's check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted through CIVCAST (Project ID: 2025 City of Dripping Springs Wayfinding Signage Plan).

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via **CIVCAST** at https://www.civcastusa.com/project/686d8009c015d4f13139aad5/summary and **CITY OF DRIPPING SPRINGS SOLICITATION WEBSITE** https://www.cityofdrippingsprings.com/requestforbids, beginning **August 13, 2025**. A bid package set will also be available for viewing at City of Dripping Springs City Hall.

Optional Pre-Submittal Conference:

Date/Time:	August 20, 2025
Time:	2:00 p.m.
Location:	Virtually, a link to the Pre-Bid conference will be posted on CIVCAST.

Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification no later than 5 p.m. on August 26, 2025 on CivCast Bid Portal. Written requests from interested firms and written responses by the City will be provided to all Applicants.

INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
   - *Sign Bid Form*
   - List *Unit Bid Price* for each item
   - List *Total Amount of Bid*
   - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him where required. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
   - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
   - Include *Conflict of Interest Statement:* The City requires bidder to supply signed and notarized Certificate of Interested Parties (TEC Form 1295).
   - Include *Information From Bidder / References:* The City REQUIRES bidder to supply with this Bid, the Information From Bidders form with a statement of qualifications with information of three (3) similar projects completed by Bidder within the last five (5) years including three (3) references including name of firm, address, telephone number and name of representative. Additional information REQUIRED includes experience data, subcontractor list, if applicable, and data on equipment expected to be used on the work.

2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.

3. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED ON CIVCAST BID PORTAL.

4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification no later than **5:00 p.m. on August 26, 2025**. The interested firm shall submit written clarification request within the online CIVCAST portal and written requests from interested firms and written responses by the City will be provided to all Applicants who has requested to receive such information. Firms can also submit their interest through https://www.cityofdrippingsprings.com/requestforbids. Questions and responses will also be available on the City website.

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

6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.

7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered per the bid notice. Bids submitted by telephone, telegraph, or fax will not be considered.

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

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

10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.

11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds $100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on

which the bond is to be executed. If the public works contract is less than $50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.

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

14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of $25,000.00. Bids without the required check or bond will NOT be considered.

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

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

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

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

18. The Instructions to Bidders, Forms of Bid, Form of Contract, Plans, Specifications, Form of Bid Bond, Performance and Payment Bonds, and other contractual documents may be examined free of charge at the City of Dripping Springs, 511 Mercer St., Dripping Springs, Texas, 78620.

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

DIVISION B
BID PROPOSAL

Project: **WAYFINDING SIGNAGE PLAN**

THIS BID IS SUBMITTED TO:

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

FROM:_____
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **ninety (90) calendar days, after permitting is completed**. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.

3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.

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

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

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

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

D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.

E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

5. The following documents (signed and completed) are attached to and made a condition of this Bid:

A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
B. Non-Collusion Affidavit
C. Conflict of Interest Statement (Form 1295)
D. Information From Bidders Form

BID FORM

PROJECT NAME: City of Dripping Springs Wayfinding Signage Plan

PROJECT LOCATION: Dripping Springs, Texas

OWNER: City of Dripping Springs, Texas

DATE: August 13, 2025

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the Work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the Work on which he bids as provided by the attached Bid Documents, and as shown on the plans for the construction of City of Dripping Springs Wayfinding Signage and binds himself on acceptance of this bid to execute the Agreement and bond for completing said Work within the time stated, for the following prices, to wit:

Any addenda issued will be posted with the Project Manual and/or Contract Documents on Civcast at Project ID "2025 City of Dripping Springs Wayfinding Signage Plan" by 5:00 pm on Wednesday, August 28, 2025. Prior to submitting a bid, the bidder is responsible for determining if any addenda have been issued and for following any instructions in any addenda issued.

Bidder acknowledges receipt of the following Addenda by listing Addendum "number" and "date".

BASE BID

Bid Item	Approx. Quantit	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.01	1	LS	Mobilization/General Conditions		
			complete in place per Plans		
			for _____ dollars		
			and _____ cents.	_____	
1.02	1	LS	Selective Demolition		
			complete in place per Plans & Specs		
			for _____ dollars		
			and _____ cents.	_____	

BASE BID

Bid Item	Approx. Quantit	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.03	1	MO	Traffic Safety Plan complete in place per Plans & Specs for _____ dollars and _____ cents.	_____	
1.04	1	LS	Revegetation complete in place per Plans & Specs for _____ dollars and _____ cents.	_____	
1.05	20	EA	TXDOT Wayfinding Signage (Signs #1-20), including footings, poles, breakaway slip bases, hardware, structural, metal graphics, shop drawings and associated potential demolition/replacement of existing concrete, concrete base per TxDot standards, Turn-Key including all related costs. Engineering and permitting required. complete in place per Plans & Specs for _____ dollars and _____ cents.	_____	

Total Base Bid (Items 1.01 thru 1.05) _____

Materials: _____
All Other Charges: _____
*** Total:** _____

*** Note:** This total must be the same amount as shown above for **"Total Base Bid"**

If this bid is accepted, the undersigned agrees to execute the Agreement and provide necessary bonds and insurance certification as per the Instructions to Bidders.

The undersigned certifies that the bid prices contained in the bid have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities or technicalities.

Respectfully Submitted,

Signature	
Print Name	Address
Title	Telephone
Name of Firm	
Date	Secretary, if Bidder is a Corporation

RESPECTFULLY SUBMITTED on _____, 2025.

By:_____ Bidder, if the Bidder is an individual
(Authorized Signature) Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

_____
(Typed or Printed Name and Title)

Bidder:_____
(Name of Company)

Business Address: _____

_____

_____

Telephone No: _____

IF Bidder is a Corporation:

ATTEST

_____
(Signature of Witness) (Corporate Seal)

_____
(State of Incorporation)

IF Bidder is a Joint Venture:

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

NON-COLUSION AFFIDAVIT
PRIME BIDDER

STATE OF TEXAS {}

COUNTY OF HAYS {}

_____

being first duly sworn, deposes and says

That he is _____
(a Partner of Officer of the firm of, etc.)

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

_____
Signature of

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

Subscribed and sworn before me this _____ day of _____, **2025**.

_____
Notary Public

My Commission expires:

_____

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

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

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

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

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

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager:_____
2. Name of Proposed Project Superintendent:_____

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

1. Traffic Control_____

Other Subcontractors Exceeding 10% of total contract amount:

2. _____
3. _____
4. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned _____as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of_____; for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this _____day of _____, **2025**.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Wayfinding Signage Plan.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

_____	_____
Principal (Seal)	Surety (Seal)
By:_____	By:_____
Signature	Signature
_____	_____
Print Name	Print Name

CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form:

NOTARIZED:

Sworn and subscribed before me, **by**_____ **on**_____**.** **(date)**

https://www.ethics.state.tx.us/filinginfo/1295/

DIVISION C
CONTRACT, BOND & INSURANCE FROMS & REQUIREMENTS

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the "Contract") made this the _____day of _____, 2025 ("Effective Date") by and between _____ (a Texas limited liability company), whose address is _____ (hereinafter called the "*Contractor*"), and the CITY OF DRIPPING SPRINGS (hereinafter called the "*City*") acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

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

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **Wayfinding Signage Plan** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the "Work"). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. **Contractor's Duties.**

2.1. Construction. Contractor shall construct all Improvements embraced in the **Wayfinding Signage Plan** as described in the bid documents.

2.2. Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3. Completion of Work. Work, in accordance with the Contract dated the _____, **Wayfinding Signage Plan** shall commence after the date the Notice to Proceed is received

by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **ninety (90) consecutive calendar days** after permitting is complete, following the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4. Invoicing. Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned other Contractor for correction and re-submittal.

2.5. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C,* including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6. Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7. Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date

of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

(a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.

(b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.

(c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Additional Disclosures may be required based on state and federal law and this will be included in the contract.

ARTICLE 3. The Contract Price.

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of **$ _____**
Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct

records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor's charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City's expense, upon reasonable advance notice at the offices of Contractor and during Contractor's normal business hours, to inspect, copy, and audit all records (except Contractor's trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City's account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor's books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. The Contract.

The executed contract documents shall consist of the following components:

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

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of

both Parties that specifically identifies this Contract and the specific terms or provisions that are amended.

ARTICLE 5. Termination and Delays

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

ARTICLE 6. Miscellaneous

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

6.2. Amendment. This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3. Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

6.4. Notice. Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:	If to the Contractor:
Michelle Fischer, City Administrator	Name
City of Dripping Springs	Firm
P.O. Box 384	Address:
Dripping Springs, Texas 78620	

6.5. Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

6.6. Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

6.7. Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

6.8. Entire Contract. This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09. Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

6.10. Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 Liquidated Damages. Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. Bidders must agree to pay liquidated damaged per Section C-7 of this Contract to the City for every day past the specified completion date stated in the proposal.

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

_____ ATTEST:
_____
(The Contractor)

By_____ By_____

Title: _____ Title:_____

Corporate Certifications

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

Corporate
Seal _____
(Corporate Secretary)

CITY OF DRIPPING SPRINGS

ATTEST:

By_____ By_____
Bill Foulds, Jr. - Mayor Andrea Cunningham - City Secretary

PERFORMANCE BOND

(As required by Chapter 2253, Texas Government Code)
v

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1)_____, a

(2) _____of hereafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety, are held and firmly

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

_____($_____) Dollars

in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the ____ day of _____**2025**, a copy of which is hereto attached and made a part hereof for the construction of :

WAYFINDING SIGNAGE PLAN

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

(1) Correct name of Contractor
(2) A Corporation, or Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____, **2025**.

ATTEST:

_____
(Principal) Secretary

_____
PRINCIPAL

By: _____

(SEAL)

_____
Address (State & Zip Code)

_____
Witness as to Principal

_____
Telephone Number

_____
Address (State and Zip Code)

ATTEST:

_____
(Surety) Secretary

_____
SURETY

By:_____

(SEAL)

_____
Address (State and Zip Code)

_____
Witness as to Surety

_____
Telephone No. (Area Code)

_____

PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereinafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of

_____($_____) Dollars in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs The Owner, dated the ___ day of _____, **2025**, a copy of which is hereto attached and made a part hereof for the construction of

WAYFINDING SIGNAGE PLAN_____

_____

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

(1) Correct name of Contractor
(2) A Corporation, or Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ **2025**.

ATTEST:

_____
(Principal) Secretary

_____
PRINCIPAL

By: _____

(SEAL)

_____
Address (State & Zip Code)

_____
Witness as to Principal

_____
Telephone Number

_____
Address (State and Zip Code)

ATTEST:

_____
(Surety) Secretary

_____
SURETY

By:_____

(SEAL)

_____
Address (State and Zip Code)

_____
Witness as to Surety

_____
Telephone No. (Area Code)

_____
Address (State and Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE – PAYMENT BOND FORM
M-24, 25, Attach. Sa

_____ _____(SEAL)
Individual Principal

_____ _____
Address (State and Zip Code) Business – Address

_____ _____
Telephone Number (Area Code) Telephone Number (Area Code)

ATTEST: _____
Corporate Principal

_____ _____
(State and Zip Code) Business Address Name

_____
Telephone Number (Area Code)

_____ _____
Address (State and Zip Code) (Affix Corporate Seal)

ATTEST: By: _____

_____
Address (State and Zip Code)

_____
Corporate

_____
Surety

_____
Business Address

_____
(Affix Corporate Seal)

_____
Telephone

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

Telephone No.: _____

The rate of premium on this Bond is _____ per thousand.

Total of premium charge $_____.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

SECTION C-4
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
CITY OF DRIPPING SPRINGS
MINIMUM INSURANCE PROVISIONS AND LIMITS
FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS

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

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

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

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

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

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

to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional named insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

1. City of Dripping Springs shall be named as an additional named insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.

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

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

4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

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

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

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

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

10. Coverage for commercial general liability must be maintained for at least (2) years after the project is completed.

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

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

furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

- Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

NOTICE OF AWARD

To: _____
_____
_____

Project: WAYFINDING SIGNAGE PLAN

The City of Dripping Springs has considered the bids submitted for the above described project in response to its advertisement for bids dated August 13, 2025 and related information to Bidders.

You are hereby notified that your bid in the amount of $_____, has been favorably considered for the project by the City. Pursuant to the Instructions to Bidders you are asked to sign the proposed Contract and to return the same, along with the required Certificate of Insurance and Payment Bond and Performance Bond within ten (10) days of your receipt of this Notice, for the approval and signature of the authorized representative of the City.

For the purpose of effective date of the Performance and Payment Bond, and the required Certificate of Insurance, the date of _____ may be considered the date of the Contract, if the Documents are approved by the City.

If you fail to submit the proposed Contract and the Performance and Payment Bonds and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this ____day of _____, 2025.

CITY OF DRIPPING SPRINGS.

_____
City Administrator

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this _____day of _____, 2025.

_____
Authorized Signature

Title:_____

NOTICE TO PROCEED

Date: _____

To: _____

_____

_____

Project: WAYFINDING SIGNAGE PLAN

In accordance with the construction contract dated_____,

you are hereby notified to commence work no later than _____.

Contract time is **90 calendar days after permitting is complete**.

Contract Substantial Completion Date is _____.

CITY OF DRIPPING SPRINGS.

_____

City Engineer

CONTRACTOR ACKNOWLEDGEMENT:

Receipt of this Notice to Proceed is hereby acknowledged.

Dated this _____day of _____, 2025.

_____

Authorized Signature

_____

Name:

Title:_____

CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **90 Calendar Days** as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

	FOR AMOUNT OF CONTRACT	
From More Than	**To and Including**	**Amount of Liquidated Damages Per Working Days**
$0	$100,000	$200
100,000	500,000	400
500,000	1,000,000	550
1,000,000	2,000,000	700
2,000,000	5,000,000	850
5,000,000	10,000,000	1,200
10,000,000	15,000,000	1,500
15,000,000	20,000,000	1,700
20,000,000	Over 20,000,000	2,500

EQUAL OPPORTUNITY CLAUSE

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separarted veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

WAGE DETERMINATION

Wage Rates. Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20250007 01/03/2025 below:

"General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and	. Executive Order 13658 generally applies to the

January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number: 0
Publication Date: 01/03/2025

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56 **	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94 **	
Structures	$ 12.87 **	
LABORER		
Asphalt Raker	$ 12.12 **	
Flagger	$ 9.45 **	
Laborer, Common	$ 10.50 **	
Laborer, Utility	$ 12.27 **	
Pipelayer	$ 12.79 **	
Work Zone Barricade Servicer	$ 11.85 **	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69 **	

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     Asphalt Distributor.....$ 15.55 **
     Asphalt Paving Machine......$ 14.36 **
     Boom Truck..................$ 18.36
     Broom or Sweeper............$ 11.04 **
     Concrete Pavement
     Finishing Machine...........$ 15.48 **
     Crane, Hydraulic 80 tons
     or less.....................$ 18.36
     Crane, Lattice Boom 80
     tons or less................$ 15.87 **
     Crane, Lattice Boom over
     80 tons.....................$ 19.38
     Crawler Tractor.............$ 15.67 **
     Directional Drilling
     Locator.....................$ 11.67 **
     Directional Drilling
     Operator....................$ 17.24
     Excavator 50,000 lbs or
     Less........................$ 12.88 **
     Excavator over 50,000 lbs...$ 17.71
     Foundation Drill, Truck
     Mounted.....................$ 16.93 **
     Front End Loader, 3 CY or
     Less........................$ 13.04 **
     Front End Loader, Over 3 CY.$ 13.21 **
     Loader/Backhoe..............$ 14.12 **
     Mechanic....................$ 17.10 **
     Milling Machine.............$ 14.18 **
     Motor Grader, Fine Grade....$ 18.51
     Motor Grader, Rough.........$ 14.63 **
     Pavement Marking Machine....$ 19.17
     Reclaimer/Pulverizer........$ 12.88 **
     Roller, Asphalt.............$ 12.78 **
     Roller, Other...............$ 10.50 **
     Scraper.....................$ 12.27 **
     Spreader Box................$ 14.04 **
     Trenching Machine, Heavy....$ 18.48

Servicer.........................$ 14.51 **

Steel Worker
     Reinforcing.................$ 14.00 **
     Structural..................$ 19.29

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
     Traffic Signal/Light Pole
     Worker......................$ 16.00 **

TRUCK DRIVER
     Lowboy-Float................$ 15.66 **
     Off Road Hauler.............$ 11.88 **
     Single Axle.................$ 11.79 **
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     Single or Tandem Axle Dump
     Truck.....................$ 11.68 **
     Tandem Axle Tractor w/Semi
     Trailer...................$ 12.81 **

WELDER.........................$ 15.97 **
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.75) or 13658
($13.30).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).


---------------------------------------------------------------


The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
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determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Architect (E/A):
Name: Jonathan Wagner, RLA, LI – Landscape Architect
Company: Studio 16:19
Address: 305 W. Liberty Ave., Suite 100, Round Rock, TX 78664
Phone: 512-534-8680
E-mail: jwagner@studio1619.com

The designated representative of the OWNER as outlined in Article 8 of the General Conditions:

Owner's Representative:
Name: Lisa Sullivan– People & Communications Director
Company: City of Dripping Springs
Address: 511 Mercer Street, Dripping Springs TX 78620
Phone: 512-858-4725
E-mail: lsullivan@cityofdrippingsprings.com

DIVISION D
CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS TABLE OF CONTENTS

GENERAL CONDITIONS OF THE CONTRACT 1
ARTICLE 1 – DEFINITIONS 2
ARTICLE 2 - PRELIMINARY MATTERS 5
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 7
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS 9
ARTICLE 5 - BONDS AND INSURANCE 11
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 15
ARTICLE 7 - OTHER WORK 26
ARTICLE 8 - OWNER'S RESPONSIBILITIES 27
ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION 28
ARTICLE 10 - CHANGES IN THE WORK 29
ARTICLE 11 - CHANGE OF CONTRACT AMOUNT 31
ARTICLE 12 - CHANGE OF CONTRACT TIMES 34
ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK 36
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 38
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 44
ARTICLE 16 - DISPUTE RESOLUTION 46
ARTICLE 17 – MISCELLANEOUS 48

ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addendum - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.

1.2 Alternative Dispute Resolution - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.

1.3 Bid - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.

1.4 Bidder - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

1.5 Bid Documents - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.

1.6 Calendar Day - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.

1.7 Change Directive - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.

1.8 Change Orders - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.

1.9 Claim - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

1.10 Contract - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.

1.11 Contract Amount - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.

1.12 Contract Awarding Authority - A City department authorized to enter into Contracts on behalf of the City.

1.13 Contract Documents - Project Manual, Drawings, Addenda and Change Orders.

1.14 Contract Time - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.15 CONTRACTOR - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.

1.16 Critical Path - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.

1.17 Drawings - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.

1.18 Due Date - The date and time specified for receipt of Bids.

1.19 Engineer/Architect (E/A) - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.

1.20 Equal - The terms "equal" or "approved equal" shall have the same meaning.

1.21 Execution Date - Date of last signature of the parties to the Agreement.

1.22 Field Order - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.

1.23 Final Completion - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.

1.24 Force Account - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.

1.25 Inspector - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.

1.26 Invitation for Bid (IFB) - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.

1.27 Legal Holidays

1.27.1 The following are recognized by the OWNER:

Holiday	Date Observed
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving

Christmas Eve	December 24
Christmas Day	December 25

1.27.2 If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.27.3 Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

1.28 Milestones - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.29 Notice to Proceed - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.30 OWNER - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.

1.31 Owner's Representative - The designated representative of the OWNER.

1.32 Partial Occupancy or Use - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.

1.33 Project - The subject of the Work and its intended result.

1.34 Project Manual - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.

1.35 Resident Project Representative - The authorized representative of E/A who may be assigned to the site or any part thereof.

1.36 Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.

1.37 Specifications - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.

1.38 Solicitation - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.

1.39 Substantial Completion - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.

1.40 Subcontractor - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.

1.41 **Sub-Subcontractor -** A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

1.42 **Superintendent -** The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.

1.43 **Supplemental General Conditions -** The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.

1.44 **Supplier -** An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.45 **Time Extension Request -** An approved request for time extension on a form acceptable to OWNER.

1.46 **Work -** The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.

1.47 **Working Day -** Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.

1.48 **Working Hours**

1.48.1 **Working Day Contract:** All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.

1.48.2 **Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.

1.49 **Written Notice -** Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 **Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

2.2 **Copies of Documents:** OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.

2.3 **Commencement of Contract Times; Notice to Proceed:** The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

2.4 **Before Starting Construction:**

2.4.1 No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

2.4.2 It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

.1 A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;

.2 An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;

.3 A preliminary schedule of Shop Drawing and sample submittals;

.4 A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;

.5 If applicable, an excavation safety system plan;

.6 If applicable, a plan illustrating proposed locations of temporary facilities;

.7 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and

.8 Appropriate safety training certificates for workers that will initially be on site.

2.4.3 Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.

2.5 **Preconstruction Conference:** Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.

2.6 **Initially Acceptable Schedules:** Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 **Intent:**

3.1.1 The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

Signed Agreement
Addendum to the Contract Documents, including approved changes
Supplemental General Conditions
General Conditions
Other Bidding Requirements and Contract Forms
Special Provisions to the Standard Technical Specifications
Special Specifications
Standard Technical Specifications

Drawings (figured dimensions shall govern over scaled dimensions)
Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

3.1.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.2 **Reporting and Resolving Discrepancies:** If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

3.3 **Amending and Supplementing Contract Documents:**

3.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

.1 Change Order.

.2 Change Directive.

.3 Time Extension Request.

3.3.2 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

.1 Field Order.

.2 Review of a Shop Drawing or sample.

.3 Written interpretation or clarification.

3.4 Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.

3.5 In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS

4.1 Availability of Lands: The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access. CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

4.2 Subsurface and Physical Conditions:

4.2.1 CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.

4.2.2 CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.

4.2.3 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

4.3 Reference Points: All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

4.4 Hazardous Materials:

4.4.1 CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

4.4.2 CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.4.3 The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

4.4.4 Hazardous material definitions and procedures.

.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

.5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**

4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Surety and Insurance Companies: All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding $100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2 Workers' Compensation Insurance Coverage:

5.2.1 Definitions:

.1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.

.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the

services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

5.2.2 CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.

5.2.3 CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.

5.2.4 If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.

5.2.5 CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:

.1 A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

5.2.6 CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

5.2.7 CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

5.2.8 CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

5.2.9 CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.2 Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.

5.2.10 By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

5.2.11 CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.

5.3 Other Bond and Insurance Requirements: For additional insurance requirements, refer to Division C.

5.4 Bonds:

5.4.1 General.

.1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

.2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

.3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

5.4.2 Performance Bond.

.1 If the Contract Amount exceeds $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.

.2 If the Contract Amount exceeds $25,000 but is less than or equal to $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.

.3 If the Contract Amount is less than or equal to $25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.

.4 If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

5.4.3 Payment Bond.

.1 If the Contract Amount exceeds $50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.

.2 If the Contract Amount is less than or equal to $50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

5.4.4 Maintenance Bond.

.1 Before final payment and acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond to assure the quality of the materials and workmanship, and maintenance of all required improvements including the OWNER'S costs for collecting the guarantee of funds and administering the correction and/or replacement of covered improvements.

.2 The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.

.3 Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.

.4 In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.

.5 Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

6.1.1 CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.1.2 CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.

.1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.

.2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

6.2 Labor, Materials and Equipment:

6.2.1 CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.

6.2.2 Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.2.3 All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.2.4 Substitutes and "Approved Equal" Items:

.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by

CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:

.1.1 "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.

.1.2 Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.

.2 Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.

.3 E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.

.4 CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.

.5 The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.

6.2.5 CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

6.3 Progress Schedule: Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

6.3.1 CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

6.3.2 Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

6.4 Concerning Subcontractors, Suppliers and Others:

6.4.1 Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

6.4.2 Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

6.4.3 CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all

purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than $10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

6.4.4 CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

6.4.5 CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.

6.4.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.

6.4.7 CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.

6.4.8 To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

6.5 Patent Fees and Royalties:

6.5.1 CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.

6.5.2 CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

6.5.3 **CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.**

6.5.4 OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

6.6 Permits, Fees: Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

6.7 Laws and Regulations:

6.7.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

6.7.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

6.7.3 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

6.7.4 This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

.1 Prepare Storm Water Pollution Prevention Plan (SWPPP).

.2 CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.

.3 Posting of TCEQs "Construction Site Notice" near the main entrance of the work.

.4 Inspection and Maintenance of all erosion/sedimentation controls.

.5 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.

.6 .Upon completion of the Work, provide TPDES records to OWNER."

6.8 Taxes:

6.8.1 CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.

6.8.2 OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.9 Use of Premises:

6.9.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.**

6.9.2 During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property

not designated for alteration by the Contact Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

6.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents: CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

6.11 Safety and Protection:

6.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

.1 all persons on the Work site or who may be affected by the Work;

.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

.3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER

and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

6.11.3 Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.

6.11.4 Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.

6.11.5 Emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of

CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

6.12 Continuing the Work: CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

6.13 CONTRACTOR's General Warranty and Guarantee:

6.13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

.2 normal wear and tear under normal usage.

6.13.2 CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

.1 observations by Owner's Representative and/or E/A;

.2 recommendation of any progress or final payment by Owner's Representative;

.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

.4 use or occupancy of the Work or any part thereof by OWNER;

.5 any acceptance by OWNER or any failure to do so;

.6 any review of a Shop Drawing or sample submittal;

.7 any inspection, test or approval by others; or

.8 any correction of defective Work by OWNER.

6.14 INDEMNIFICATION:

6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:

.1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and

.2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.

In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.

6.14.2 The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.14.3 The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.

6.14.4 In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then

CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.

6.15 **Survival of Obligations:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

6.16 **Losses from Natural Causes:** Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

6.17 **Notice of Claim:** Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.18 **Liquidated Damages:** CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

7.2 CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

7.3 If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such

other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

7.4 OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.

7.5 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.

8.2 OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

8.3 OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.

8.4 Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.

8.5 The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).

8.6 **Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury

or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 E/A's Authority and Responsibilities:

9.1.1 The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.

9.1.2 E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

9.1.3 E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.1.4 If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.1.5 The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

9.2 E/A assisting Owner's Representative: E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.

9.3 Visits to Site: If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is

proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.

9.4 Resident Project Representative: If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.

9.5 Clarifications and Interpretations: E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.

9.6 Rejecting Defective Work: E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9.7 Shop Drawings: Refer to Contract documents for E/A's authority concerning Shop Drawings.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes:

10.1.1 Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.

10.1.2 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR’s proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner’s Representative, including impacts to the approved Progress Schedule, unless Owner’s Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner’s Representative within seven (7) Calendar Days, unless Owner’s

Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.

10.1.3 CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.

10.1.4 Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.

10.1.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.2 Change Orders:

10.2.1 OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:

.1 a change in the Work;

.2 the amount of the adjustment in the Contract Amount, if any; and

.3 the extent of the adjustment in the Contract Time, if any.

10.2.2 An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

10.3 Change Directives:

10.3.1 Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

10.3.2 If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.

10.3.3 A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.

10.3.4 Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under

this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

10.4 Field Order:

10.4.1 Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.

10.4.2 If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.1 The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.

11.2 The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.

11.3 The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

11.4 Determination of Value of Work:

11.4.1 The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

.1 by application of unit prices contained in the Contract Documents to the quantities of the items involved.

.2 by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.

.3 by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).

.4 No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

11.4.2 Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

11.5 Cost of Work: If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

11.5.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

11.5.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's

overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

11.5.4 The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

11.6 Unit Price Work:

11.6.1 Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

11.6.2 When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.

11.6.3 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.6.4 A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or $50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.

11.6.5 OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:

.1 the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or

.2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 Working Day and Calendar Day Contracts:

12.1.1 The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.

12.1.2 When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.

12.1.3 When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.

12.1.4 OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:

.1 Changes ordered in the work which justify additional time.

.2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:

a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.

b) If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.

c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).

d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).

e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).

.3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.

.4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

12.2 Calendar Day Contracts:

12.2.1 Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.

12.2.2 "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.

12.2.3 Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
May	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

12.2.4 CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the

Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

13.1 Notice of Defects: Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.

13.2 Access to Work: OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

13.3 Tests and Inspections:

13.3.1 CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.3.2 OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:

.1 for inspections, tests or approvals covered by paragraph 13.3.3 below;

.2 that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;

.3 for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and

.4 as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.

13.3.3 If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

13.3.4 CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.4 Uncovering Work:

13.4.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

13.4.2 If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

13.5 OWNER May Stop the Work:

13.5.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

13.5.2 If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

13.6 Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.7 Warranty period:

13.7.1 If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

(i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and

(ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be

paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

13.7.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

13.7.3 If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

13.7.4 The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

13.8 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

13.9 OWNER May Correct Defective Work: If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment:

14.1.1 No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

14.1.2 Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.

14.1.3 Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

14.1.4 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.

14.1.5 Where the original Contract Amount is less than $400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is $400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.

14.1.6 Applications for Payment shall include the following documentation:

.1 updated Progress Schedule;

.2 monthly subcontractor report;

.3 any other documentation required under the Supplemental General Conditions.

14.2 CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

14.3 Review of Applications for Progress Payment:

14.3.1 Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.3.2 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

.1 the Work has progressed to the point indicated; and

.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

14.3.3 By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

.1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;

.2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;

.3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or

.4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.4 Decisions to Withhold Payment:

14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

.1 defective Work not remedied;

.2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;

.3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

.5 damage to OWNER or another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;

.8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;

.9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;

.10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;

.11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;

.12 failure of CONTRACTOR to submit monthly subcontractor reports;

.13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;

.14 failure of CONTRACTOR to comply with any provision of the Contract Documents.

14.4.2 When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.

14.5 Payment Becomes Due: Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

14.6 Arrears: No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.

14.7 Substantial Completion:

14.7.1 When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR

for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

14.7.2 If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

14.7.3 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

14.8 Partial Utilization: Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

14.8.2 Such partial utilization is authorized by public authorities having jurisdiction over the Work.

14.9 Final Inspection: Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment: CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;

14.10.2 Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

14.10.3 Record documents (as provided in paragraph 6.10);

14.10.4 Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;

14.10.5 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;

14.10.6 Any other documentation called for in the Contract Documents.

14.11 Final Payment and Acceptance:

14.11.1 If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.

14.11.2 If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.

14.11.3 Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

14.11.4 The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:

.1 CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and

.2 CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

14.12 Waiver of Claims: The making and acceptance of final payment will constitute:

14.12.1 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work Without Cause: At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

15.2 OWNER May Terminate Without Cause: Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.2.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.2.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

15.2.3 other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

15.3 OWNER May Terminate With Cause:

15.3.1 Upon the occurrence of any one or more of the following events:

.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;

.2 if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;

.3 if CONTRACTOR disregards the authority of Owner's Representative;

.4 if CONTRACTOR makes fraudulent statements;

.5 if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;

.6 if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or

.7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

15.3.2 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

15.4 CONTRACTOR May Stop Work or Terminate: If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase

in Contract Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

15.5 Discretionary Notice to Cure: In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.

15.6 Bankruptcy: If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.

15.7 Duty to Mitigate: In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

15.8 Responsibility during Demobilization: While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Filing of Claims:

16.1.1 Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

16.1.2 Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall

have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

16.2 Alternative Dispute Resolution:

16.2.1 If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

16.2.2 Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2.3 Mediation:

.1 If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.

.2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to

the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

16.4 RESERVED

ARTICLE 17 – MISCELLANEOUS

17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.

17.2 Extent of Agreement: This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

17.3 Cumulative Remedies: The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

17.4 Severability: If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

17.5 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

17.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

17.8 OWNER'S Right to Audit:

17.8.1 Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

.1 accounting records;

.2 written policies and procedures;

.3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);

.4 original estimates and estimating work sheets;

.5 correspondence;

.6 Change Order files (including documentation covering negotiated settlements);

.7 back charge logs and supporting documentation;

.8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;

.9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;

.10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and

.11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

17.8.2 CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

17.8.3 CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

17.8.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

17.8.5 CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.

17.9 Survival: The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.

17.10 No Waiver: The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.

17.11 Conditions Precedent to Right to Sue. Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.

17.12 Waiver of Trial by Jury. OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

End of Document

DIVISION E
TECHNICAL SPECIFICATIONS

Additional Supplemental Technical Specifications for the project scope are included on pages to follow. No additional specifications are anticipated.

Where additional specification information and notes are provided on the schedule of quantities plan sheet that conflicts with the specifications, the additional specification information and notes provided on the schedule of quantities plan sheet shall supersede.

SUPPLEMENTAL
TECHNICAL SPECIFICATIONS
FOR SCOPE PROVIDED BY

NOTE:

SHOULD ANY OVERLAP IN CONTRACT DOCUMENT LANGUAGE OCCUR, ALL CONTRACT LANGUAGE WITHIN GENERAL NOTES PROVIDED BY STUDIO 16:19 AS PART OF THE CONSTRUCTION DOCUMENT OR TECHNICAL SPECIFICATIONS SHALL BE SUPERSEDED BY OFFICIAL CITY OF DRIPPING SPRINGS CONTRACT DOCUMENTS AND SPECIFICATIONS AS PROVIDED IN THE BID DOCUMENTS.

TABLE OF CONTENTS

00 01 07 - PROJECT MANUAL SEALS

GENERAL

02 41 19 – SELECTIVE DEMOLITION

CONCRETE

03 30 00 - CAST-IN-PLACE CONCRETE

SPECIALTIES

05 70 00 – DECORATIVE METAL

Project Manual Seals

for

City of Dripping Springs Wayfinding Signage Plan

Dripping Springs, TX

PROJECT OWNER CONTACTS

For Information Regarding Proposals:

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected site elements.

2. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project Site.

1.4 INFORMATIONAL SUBMITTALS

A. Engineering Survey: Submit engineering survey of condition of site.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, dust control, and noise control. Indicate proposed locations and construction of barriers.

C. Schedule of selective demolition activities with starting and ending dates for each activity.

D. Predemolition photographs or video.

1.5 CLOSEOUT SUBMITTALS

A. Inventory of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Landscape Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Landscape Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

4. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area on-site.

5. Protect items from damage during transport and storage.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.5 CLEANING

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture.

C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement.

1.3 INFORMATIONAL SUBMITTALS

A. Material certificates.

B. Material test reports.

C. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

D. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1.5 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Owner will engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.6 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1.

1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301.

2. ACI 117.

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.4 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type I, gray.

2. Fly Ash: ASTM C 618, Class F or C.

3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.

4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IL, portland-limestone cement.

B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Lightweight Aggregate: ASTM C 330/C 330M, 3/8-inch nominal maximum aggregate size.

D. Air-Entraining Admixture: ASTM C 260/C 260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2. Retarding Admixture: ASTM C 494/C 494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

F. Water: ASTM C 94/C 94M.

2.5 FIBER REINFORCEMENT

A. Synthetic Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.

B. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.

2.6 WATERSTOPS

A. Flexible Rubber Waterstops: CE CRD-C 513 for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

B. Chemically Resistant Flexible Waterstops: Thermoplastic elastomer rubber waterstops for embedding in concrete to prevent passage of fluids through joints; resistant to oils, solvents, and chemicals. Factory fabricate corners, intersections, and directional changes.

C. Flexible PVC Waterstops: CE CRD-C 572 for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

D. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.

E. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer-modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.

2.7 VAPOR RETARDERS

A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.

B. Sheet Vapor Retarder: ASTM E 1745, Class B. Include manufacturer's recommended adhesive or pressure-sensitive tape.

C. Sheet Vapor Retarder: ASTM E 1745, Class C. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

D. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

2.8 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.9 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.10 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.11 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Normal-Weight Concrete:

1. Minimum Compressive Strength 3500 psi at 28 days.

2. Maximum W/C Ratio: 0.40.

3. Slump Limit: 4 inches plus or minus 1 inch.

4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.

5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

7. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.0 lb/cu. yd.

2.12 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Do not chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR-RETARDER INSTALLATION

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.6 WATERSTOP INSTALLATION

A. Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions.

3.7 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

3.8 FINISHING FORMED SURFACES

A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view.

B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

   a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.11 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

SECTION 057000 - DECORATIVE METAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aluminum Panel

2. Aluminum Pole

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including finishing materials.

B. Shop Drawings: Show fabrication and installation details for decorative metal.

1. Indicate materials, finishes, fasteners, anchorages, and accessory items.

C. Patterns, Models, or Plaster Castings: For each custom casting required.

D. Samples: For each type of exposed finish.

PART 2 - PRODUCTS

2.1 DECORATIVE METAL FABRICATORS

2.2 ALUMINUM

A. Fabricate products from alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.

B. Bars and Shapes: ASTM B 221 (ASTM B 221M), Alloy 6063-T5/T52.

C. Pipe and Round Tubing: ASTM B 429/B 429M, Alloy 6063-T6.

D. Tubing: ASTM B 210 (ASTM B 210M), Alloy 6063-T832.

E. Plate and Sheet: ASTM B 209 (ASTM B 209M), Alloy 3003-H14.

F. Forgings: ASTM B 247 (ASTM B 247M), Alloy 6061-T6.

G. Castings: ASTM B 26/B 26M, Alloy A356.0-T6.

2.3 FASTENERS

A. Fastener Materials: Unless otherwise indicated, provide the following:

1. Aluminum Items: Type 316 stainless-steel fasteners.

2. Copper-Alloy (Bronze) Items: Silicon bronze (Alloy 651 or Alloy 655) fasteners where concealed, muntz metal (Alloy 280) fasteners where exposed.

3. Copper-Alloy (Brass) Items: Silicon bronze (Alloy 651 or Alloy 655) fasteners where concealed, brass (Alloy 260 or 360) fasteners where exposed.

4. Stainless-Steel Items: Type 316 stainless-steel fasteners.

5. Steel Items: Plated steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating where concealed, Type 304 stainless-steel fasteners where exposed.

6. Dissimilar Metals: Type 316 stainless-steel fasteners.

B. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.

C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 or ICC-ES AC308.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5 unless otherwise indicated.

2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 (A4) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

2.4 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Brazing Rods: For copper alloys, provide type and alloy as recommended by producer of metal to be brazed and as required for color match, strength, and compatibility in fabricated items.

C. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

D. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

E. Lacquer for Copper Alloys: Clear, acrylic lacquer specially developed for coating copper-alloy products.

F. Universal Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

G. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

H. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

2.5 FABRICATION, GENERAL

A. Form decorative metal to required shapes and sizes, true to line and level with true curves and accurate angles and surfaces. Finish exposed surfaces to smooth, sharp, well-defined lines and arris.

B. Mill joints to a tight, hairline fit. Cope or miter corner joints. Fabricate connections that will be exposed to weather in a manner to exclude water.

C. Comply with AWS for recommended practices in shop **welding**. **Weld** behind finished surfaces without distorting or discoloring exposed side. Clean exposed **welded** joints of flux, and dress exposed and contact surfaces.

1. Where welding cannot be concealed behind finished surfaces, finish joints to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 Welds: no evidence of a welded joint.

D. Provide castings that are sound and free of warp, cracks, blowholes, or other defects that impair strength or appearance. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks.

2.6 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

2.7 ALUMINUM FINISHES

A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

B. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

1. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Provide anchorage devices and fasteners where needed to secure decorative metal to in-place construction.

B. Set products accurately in location, alignment, and elevation, measured from established lines and levels.

C. Fit exposed connections accurately together to form tight, hairline joints or, where indicated, uniform reveals and spaces for sealants and joint fillers.

D. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing, or provide new units as required.

E. Install concealed gaskets, joint fillers, insulation, and flashings as work progresses.

F. Restore protective coverings that have been damaged during shipment or installation. Remove protective coverings only when there is no possibility of damage from other work.

G. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

END OF SECTION 057000

CITY OF DRIPPING SPRINGS

Wayfinding Signage Plan
Issue for Bid Package

August 2025

DRIPPING SPRINGS
Texas

CLIENT
City of Dripping Springs
511 W Mercer Street
Dripping Springs, TX 78620

DESIGN TEAM
Studio16:19, llc
305 W. Liberty Ave, Suite 100
Round Rock, TX 786

TABLE OF CONTENTS

OVERALL CITY MAP 3

WAYFINDING SIGNAGE LOCATIONS 4

DRIPPING SPRINGS CENTRAL OVERALL MAP 4

DRIPPING SPRINGS CENTRAL ENLARGEMENTS 5-10

DRIPPING SPRINGS NORTH MAP 11

DRIPPING SPRINGS SOUTH MAP 12

WAYFINDING SIGNS 13

SIGN DETAILS & NOTES 13

WAYFINDING DESTINATIONS MOCKUP 14-15

WAYFINDING MOCKUP 17

TXDOT DETAILS 18-21

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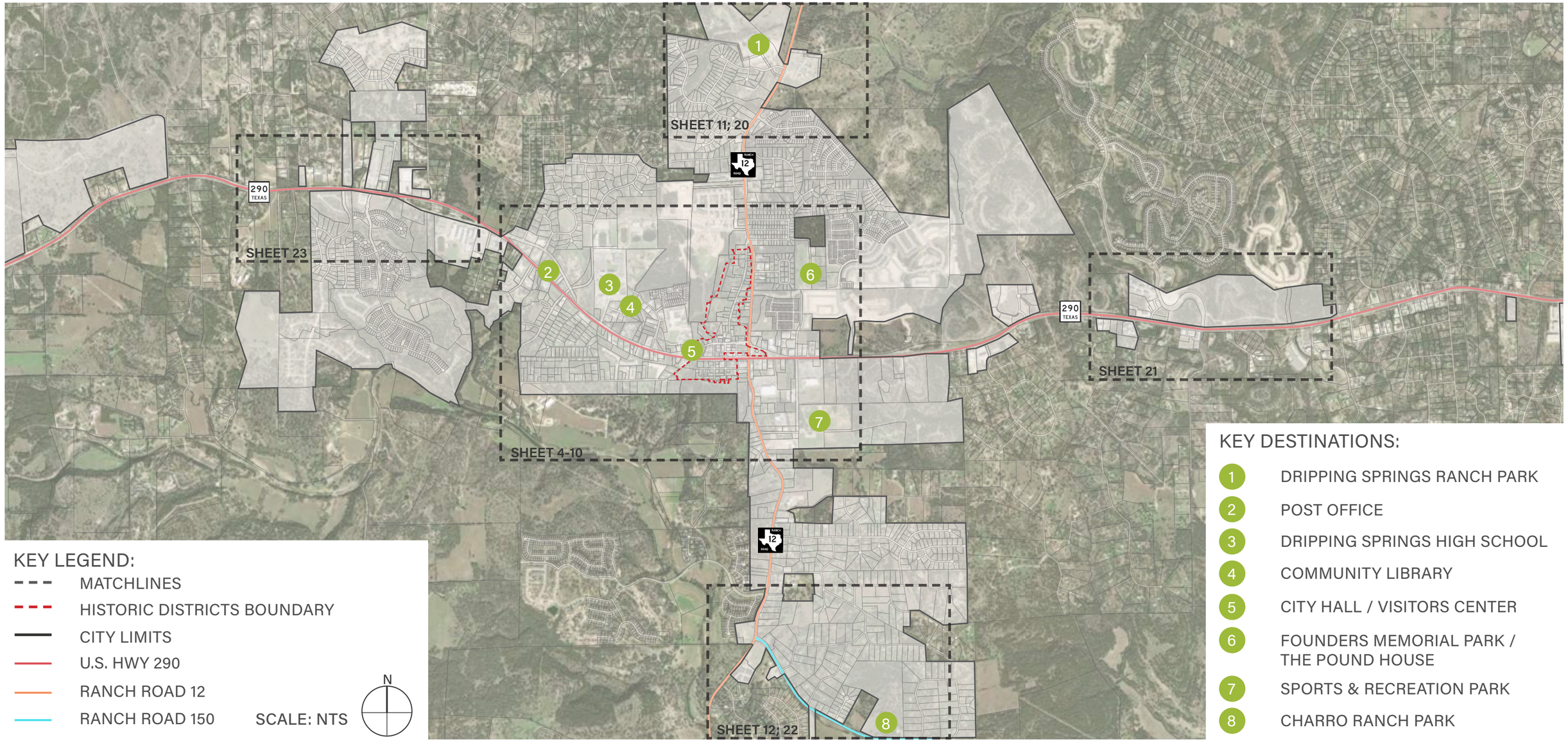
DRIPPING SPRINGS, TEXAS

DRIPPING SPRINGS OVERALL CITY MAP



KEY LEGEND:

- MATCHLINES
- HISTORIC DISTRICTS BOUNDARY
- CITY LIMITS
- U.S. HWY 290
- RANCH ROAD 12
- RANCH ROAD 150

SCALE: NTS

N

KEY DESTINATIONS:

1. DRIPPING SPRINGS RANCH PARK
2. POST OFFICE
3. DRIPPING SPRINGS HIGH SCHOOL
4. COMMUNITY LIBRARY
5. CITY HALL / VISITORS CENTER
6. FOUNDERS MEMORIAL PARK / THE POUND HOUSE
7. SPORTS & RECREATION PARK
8. CHARRO RANCH PARK

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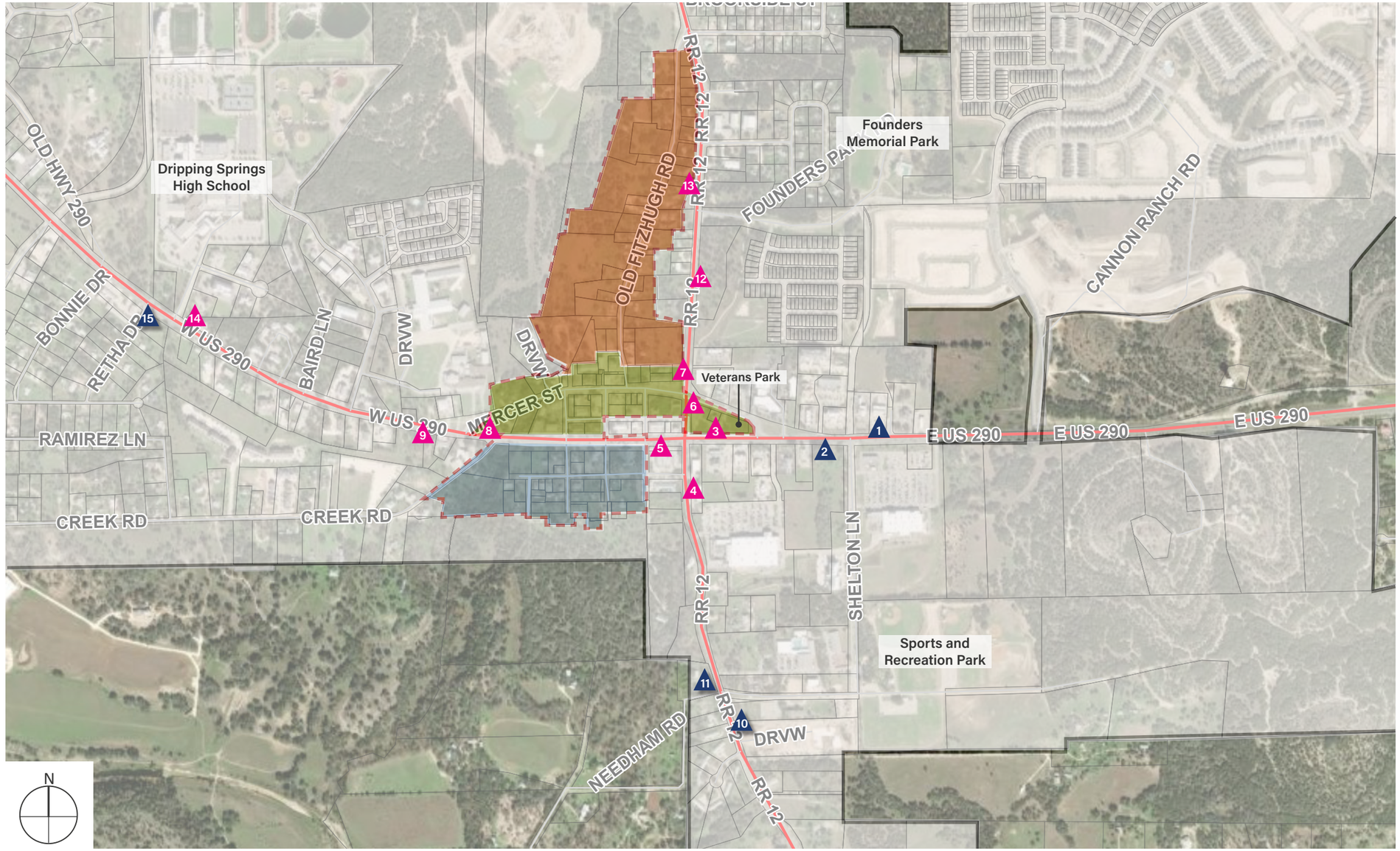
WAYFINDING SIGN LOCATIONS

DRIPPING SPRINGS CENTRAL OVERALL MAP



SCALE: NTS

KEY LEGEND:

- WAYFINDING SIGNAGE
- REPLACEMENT WAYFINDING
- HISTORIC DISTRICTS BOUNDARY
- MERCER HISTORIC DISTRICT
- OLD FITZHUGH ROAD HISTORIC DISTRICT
- HAYS STREET HISTORIC DISTRICT
- CITY LIMITS

NOTES:

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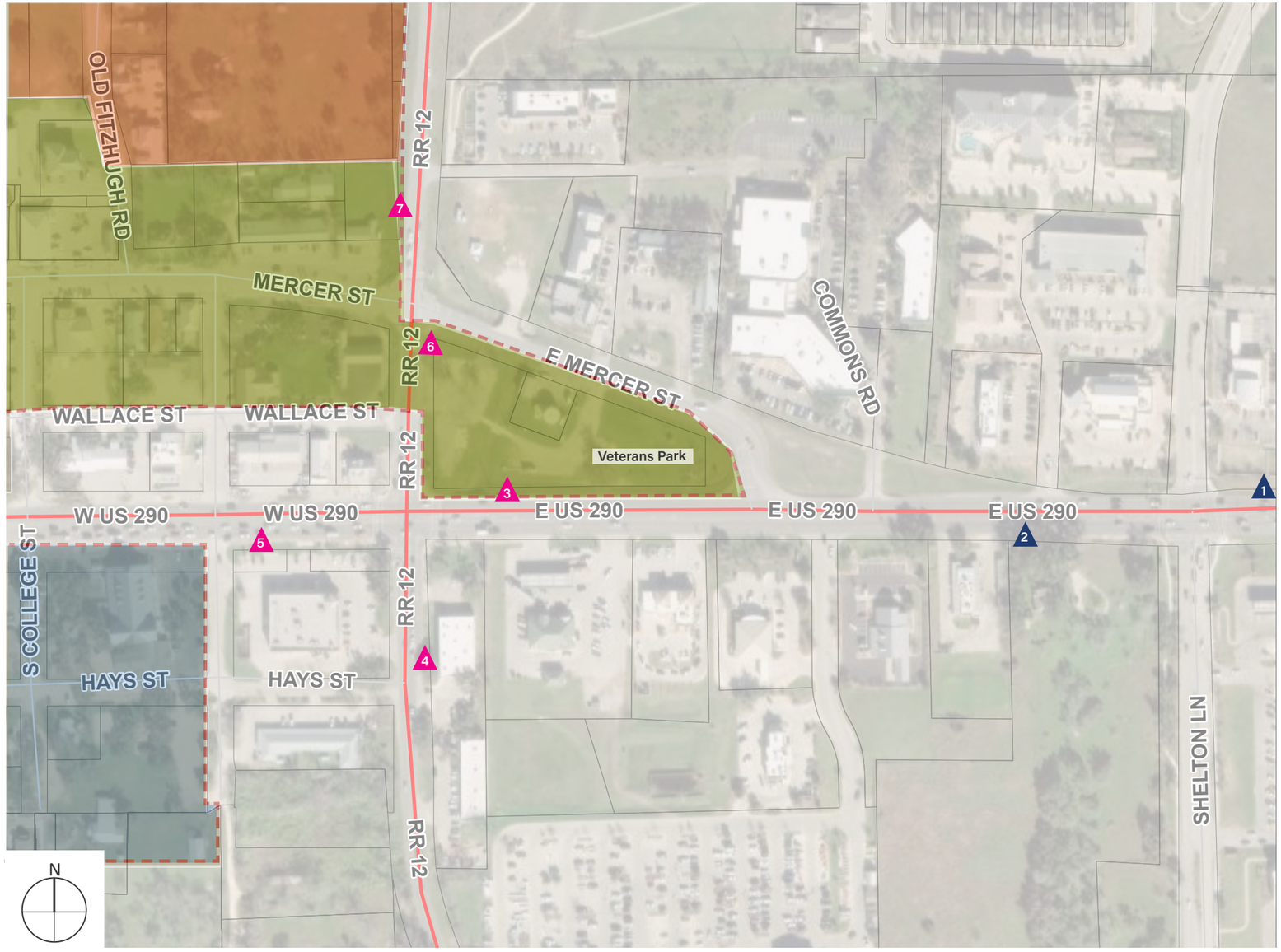
WAYFINDING SIGN LOCATIONS

DRIPPING SPRINGS CENTRAL ENLARGEMENT



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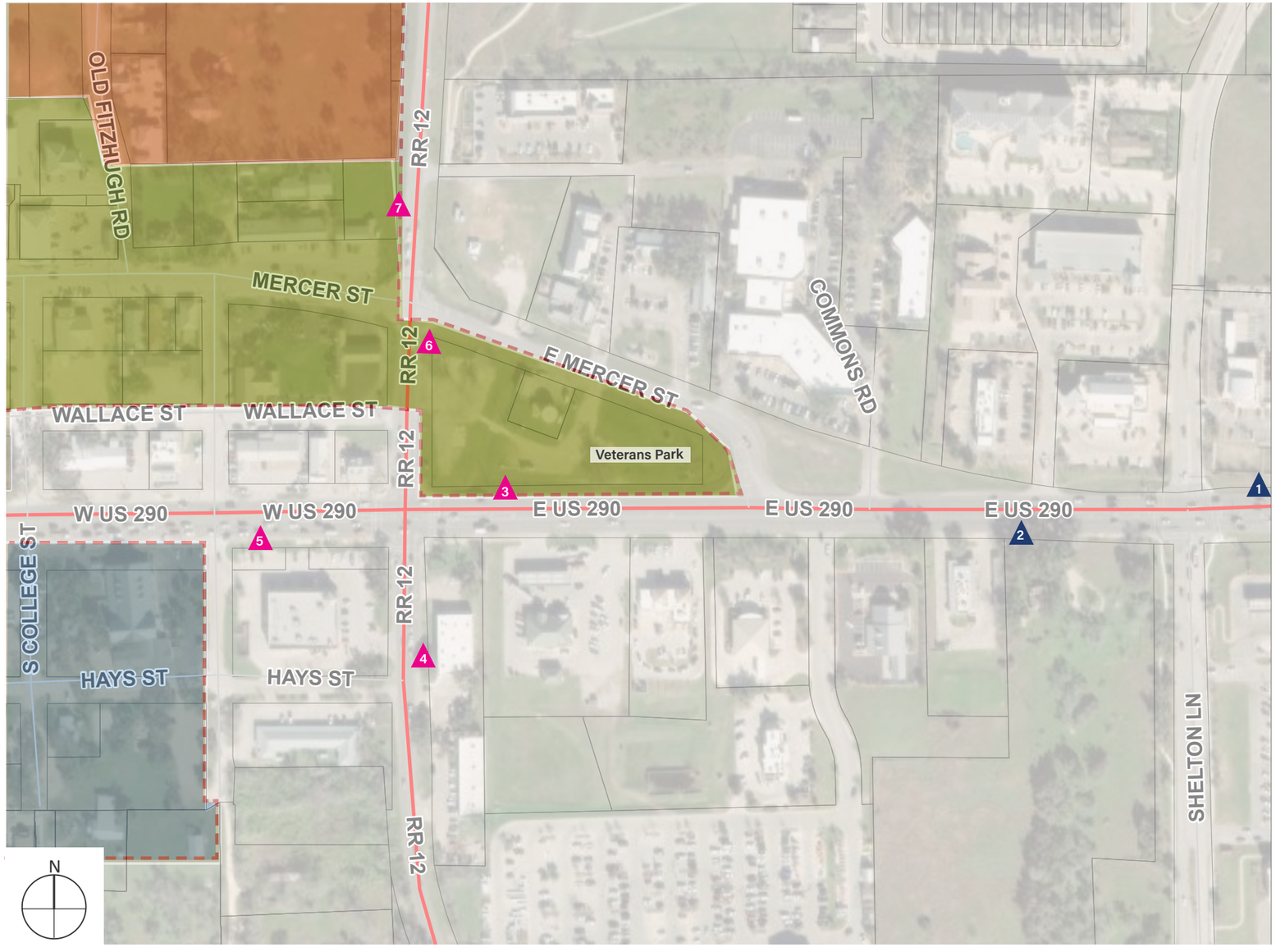

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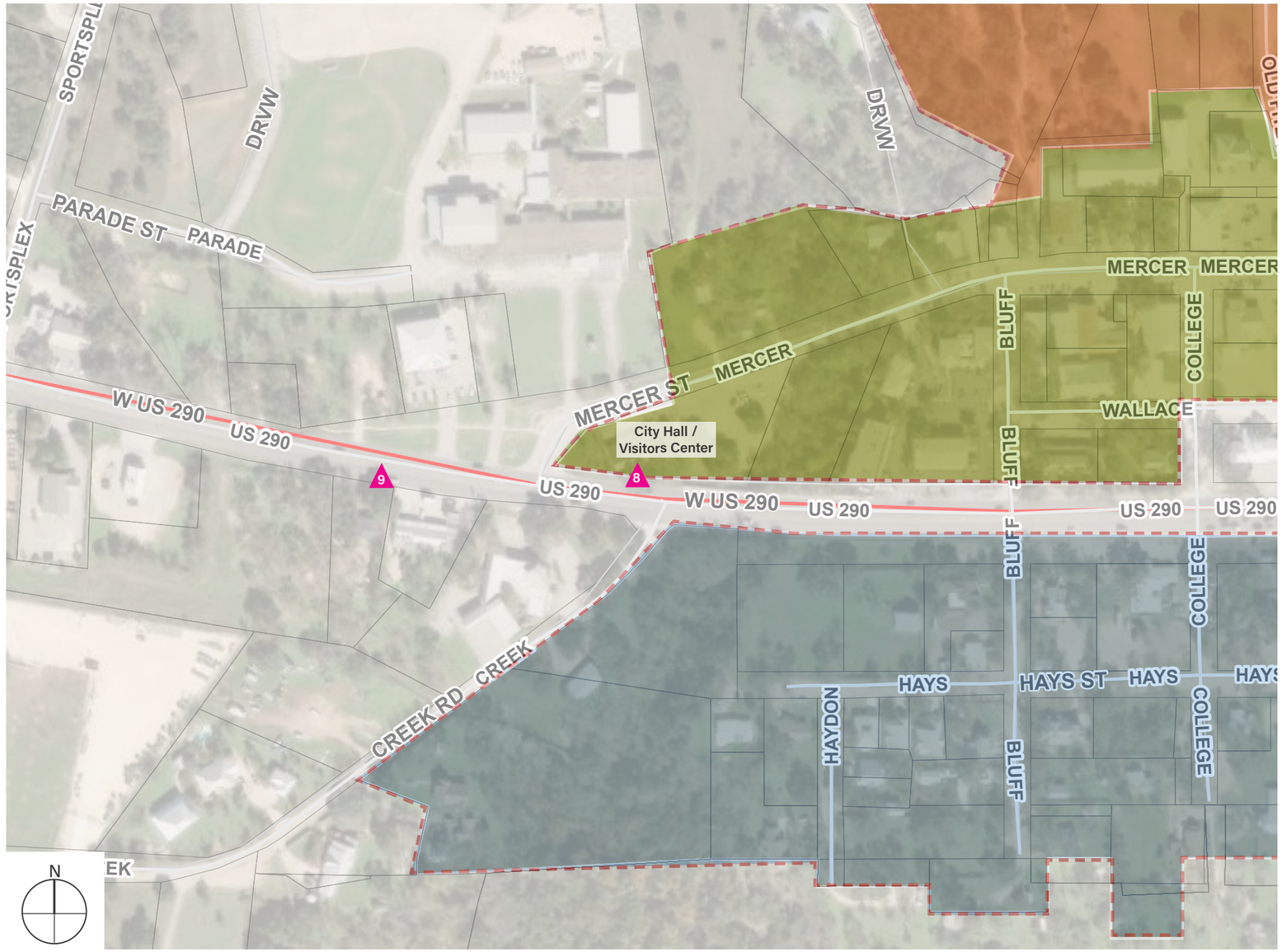

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WAYFINDING SIGN LOCATIONS

DRIPPING SPRINGS CENTRAL ENLARGEMENT

SCALE: NTS

KEY LEGEND:

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- CITY LIMITS

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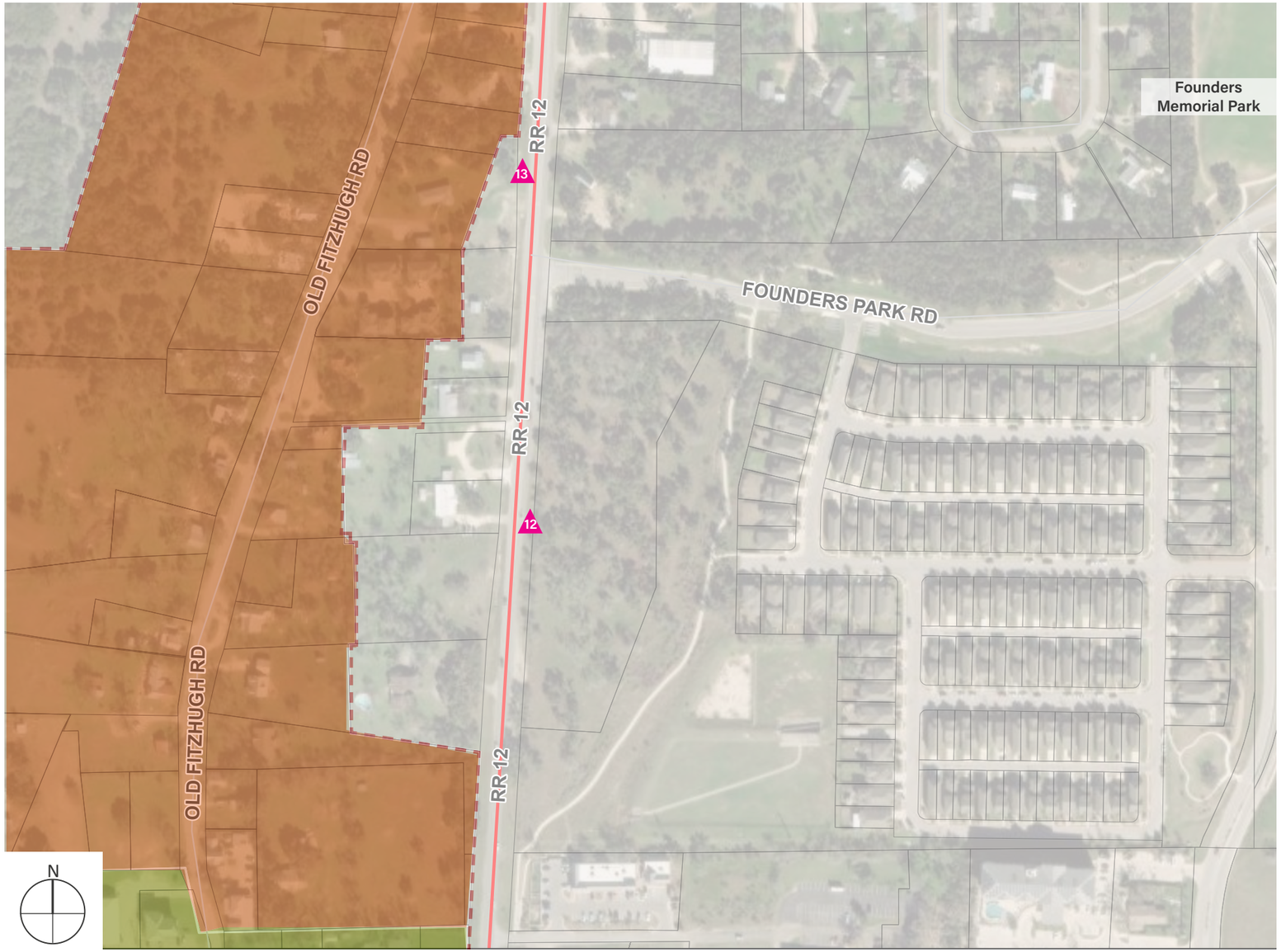

SCALE: NTS

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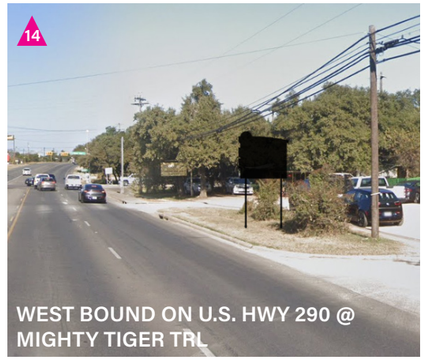

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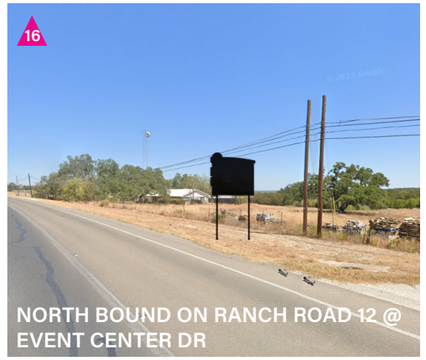
WAYFINDING SIGN LOCATIONS

DRIPPING SPRINGS NORTH MAP

SCALE: NTS



NORTH BOUND ON RANCH ROAD 12 @ EVENT CENTER DR

SOUTH BOUND ON RANCH ROAD 12 @ EVENT CENTER DR

KEY LEGEND:

- WAYFINDING SIGNAGE
- REPLACEMENT WAYFINDING
- HISTORIC DISTRICT
- CITY LIMITS

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WAYFINDING SIGN LOCATIONS

DRIPPING SPRINGS SOUTH MAP

SCALE: NTS

KEY LEGEND:

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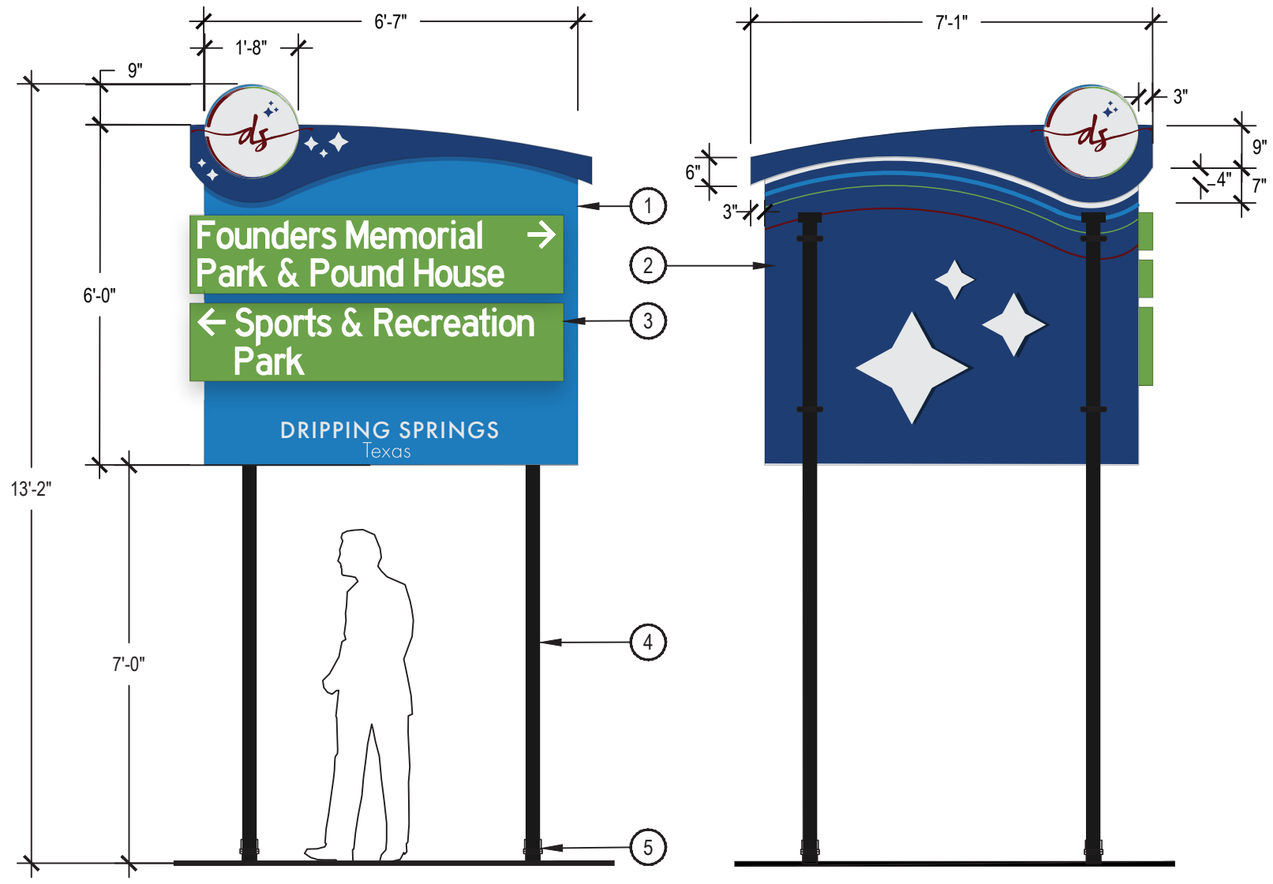
WAYFINDING SIGNS

SIGN DETAILS & NOTES



1. (1 EA) 0.125 MM ALUMINUM PANEL, DESIGN TO BE PRINTED VINYL APPLIED TO PANEL; SIGN FACE TO BE RETROREFLECTIVE: 3M™ HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING SERIES 3930 PER TXDOT STANDARDS & GUIDELINES (DMS-8300)
2. BACK OF ALUMINUM PANEL DESIGN TO BE PRINTED VINYL APPLIED TO PANEL; DESIGN AS INDICATED IN DRAWINGS
3. 0.125 MM ALUMINUM PANEL MOUNTED TO SIGN FACE, HEIGHT & QUANTITY VARIES, REF. DESTINATIONS DETAILS; DESIGN TO BE PRINTED VINYL APPLIED TO PANEL; SIGN FACE TO BE RETROREFLECTIVE: 3M™ HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING SERIES 3930 PER TXDOT STANDARDS & GUIDELINES (DMS-8300)
4. 2 7/8" O.D. SCHEDULE 80 ALUMINUM ALLOY POLE, PAINTED BLACK, PER TXDOT STANDARD SMD (GEN)-08 AND SMD(SLIP-1)-08 - SMD(SLIP-03)-08; SIGN SUPPORT CODE: SM RD SGN ASSM TY S80 (2) SA (P)
5. TXDOT SLIP BASE ON CONCRETE FOOTING, PER TXDOT STANDARD SMD(SLIP-1)-08 - SMD(SLIP-3)-08

NOTES:

1. WHERE SIGNS ARE INSTALLED IN OPEN DITCH SECTION, 7'-0" CLEARANCE MUST BE MAINTAINED FROM EDGE OF TRAVEL LANE TO BOTTOM OF SIGN. REFERENCE TXDOT STANDARD SMD (GEN)-08.
2. CONTRACTOR TO PROVIDE DETAILED SHOP DRAWINGS AND MOCK-UPS FOR APPROVAL BY LANDSCAPE ARCHITECT AND OWNER PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO PROVIDE RETROREFLECTIVITY SAMPLE AND SPECIFICATIONS FOR LANDSCAPE ARCHITECT AND TXDOT APPROVAL PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO CONTACT TEXAS 811 PRIOR TO CONSTRUCTION TO CONFIRM SIGN LOCATIONS.
5. CONTRACTOR TO COORDINATE WITH LANDSCAPE ARCHITECT FOR SIGNAGE ARTWORK.
6. CONTRACTOR TO ENSURE THAT LETTERING AND DIRECTIONAL SYMBOLS ARE NOT OBSTRUCTED FROM MOUNTING HARDWARE.

FONTS:

Highway Gothic -

6" per TXDOT; 90% Condensed

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

Futura PT - Medium 4"

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

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1 WAYFINDING SIGNAGE CONCEPT - TXDOT

SCALE: 3/8" = 1'-0"

COLOR SCHEME:

Sign face to be retroreflective: 3M™ high intensity prismatic reflective sheeting series 3930. Including lettering and directional arrows.

SIGN MAIN
RGB 25 / 123 / 189
Web # 197bbd
Pantone

SIGN MAIN
RGB 32 /59 / 113
Web #203b71
Pantone

TEXT
Retroreflective
White per TXDOT
DMS-8300

SIGN ACCENT
RGB 230 / 231 / 232
Web #e6e7e8
Pantone

SIGN ACCENT
RGB 109 / 163 / 77
Web #6da34d
Pantone

SIGN ACCENT
RGB 98 / 14 / 16
Web #620e10
Pantone

SYMBOLS:

Directional Arrows - 6"

City Seal **Stars**

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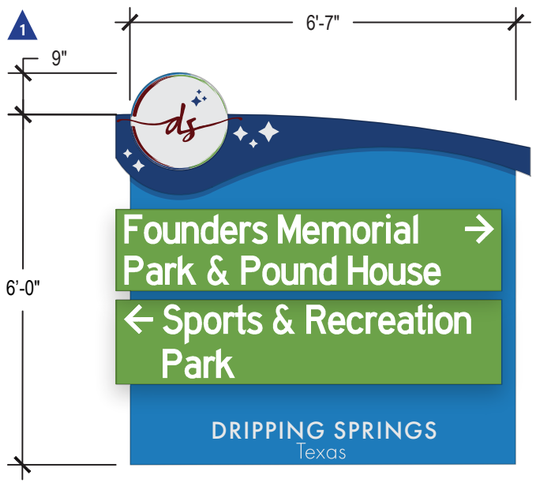
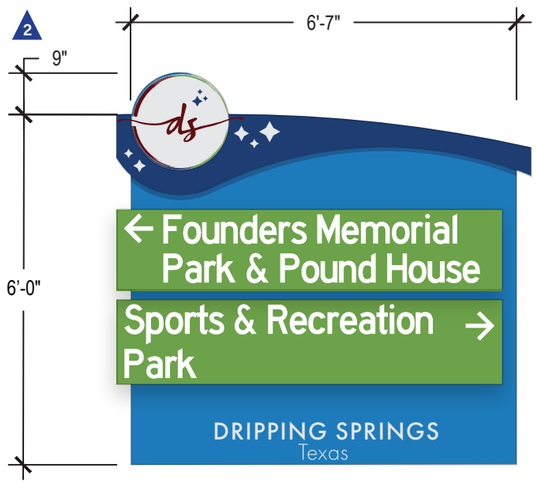
WAYFINDING SIGNS

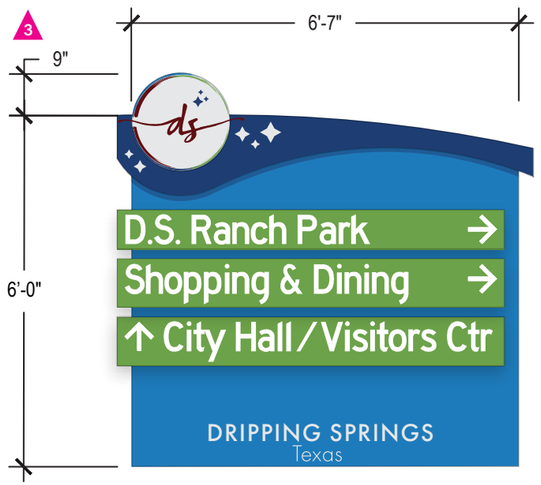
WAYFINDING DESTINATIONS MOCKUP



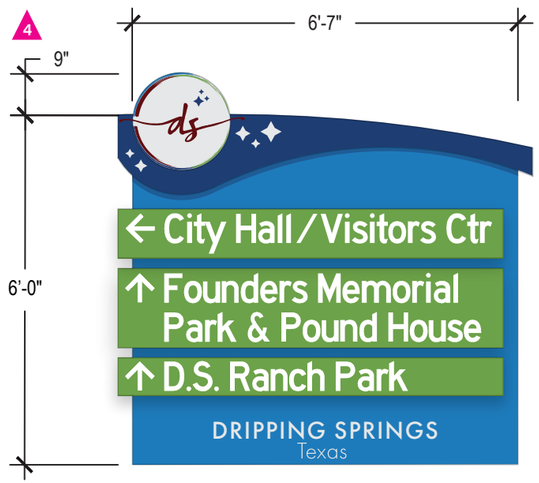
WEST BOUND ON U.S. HWY 290 @ ROB SHELTON LN



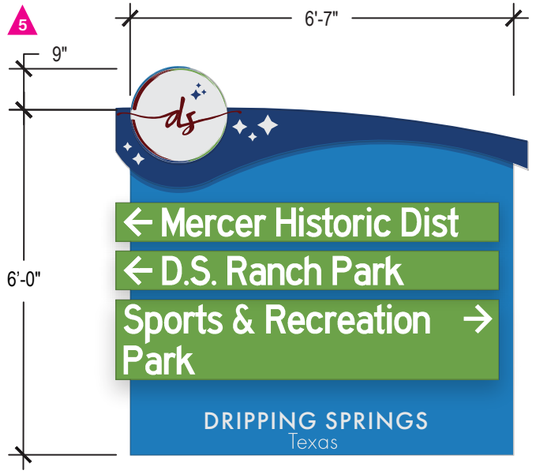
EAST BOUND ON U.S. HWY 290 @ ROB SHELTON LN



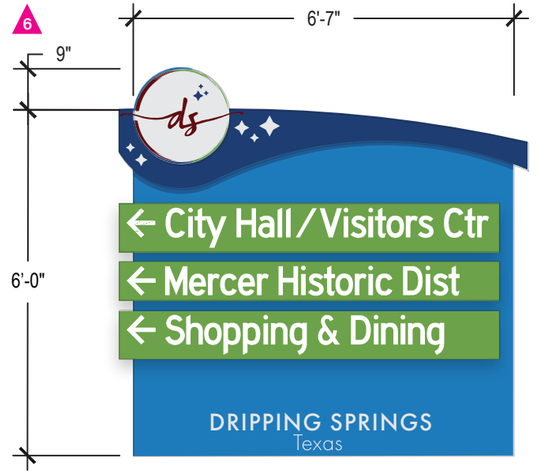
WEST BOUND ON U.S. HWY 290 @ RANCH ROAD 12



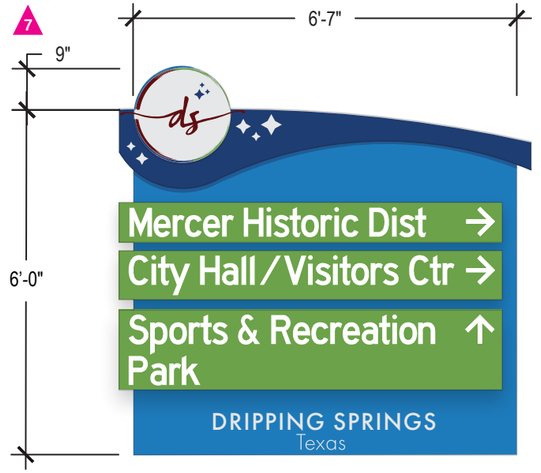
NORTH BOUND ON RANCH ROAD 12 @ U.S. HWY 290



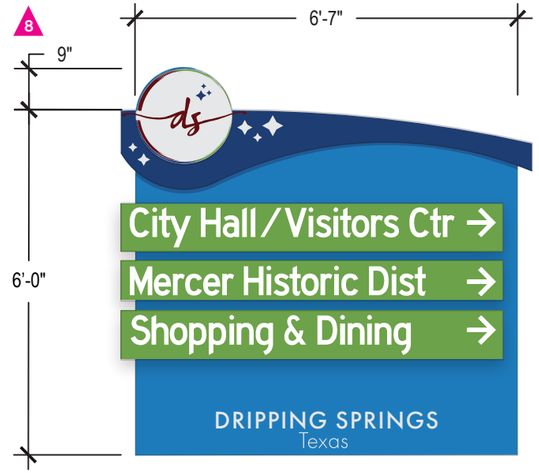
EAST BOUND ON U.S. HWY 290 @ RANCH ROAD 12



NORTH BOUND ON RANCH ROAD 12 @ MERCER ST



SOUTH BOUND ON RANCH ROAD 12 @ MERCER ST



WEST BOUND ON U.S. HWY 290 @ MERCER ST

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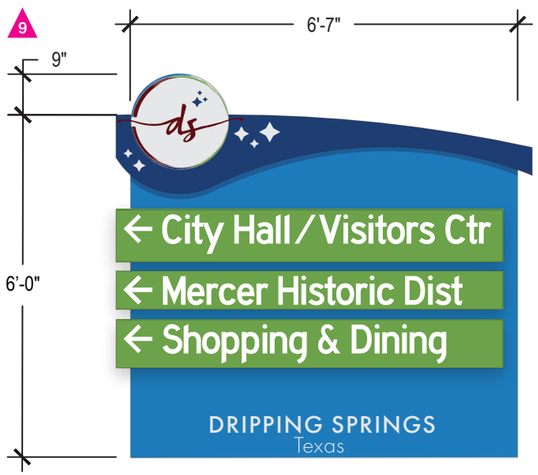
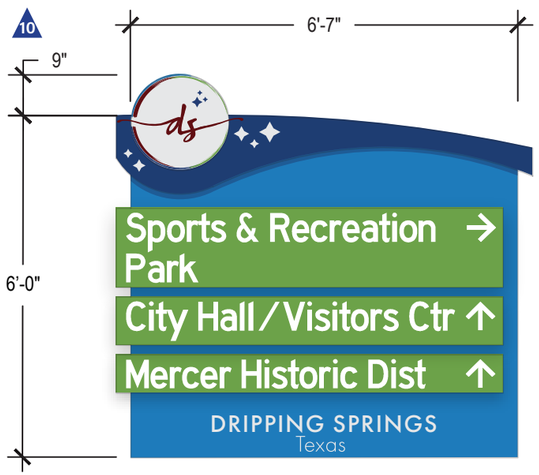
WAYFINDING SIGNS

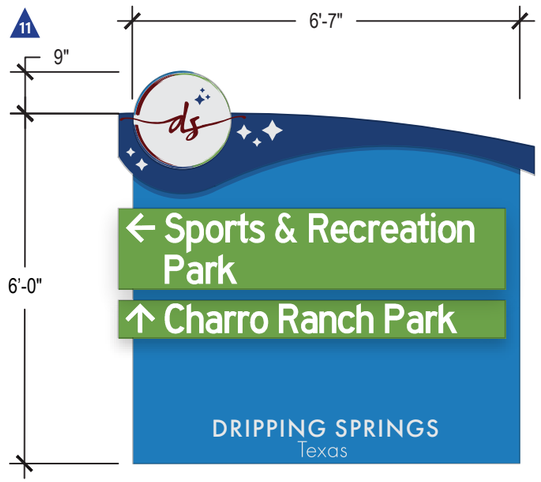
WAYFINDING DESTINATIONS MOCKUP



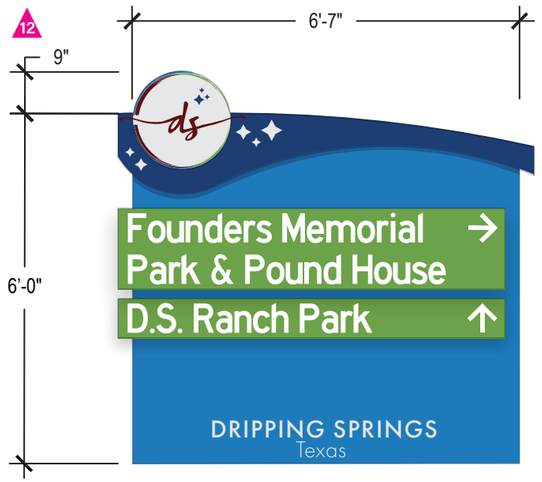
EAST BOUND ON U.S. HWY 290 @ MERCER ST



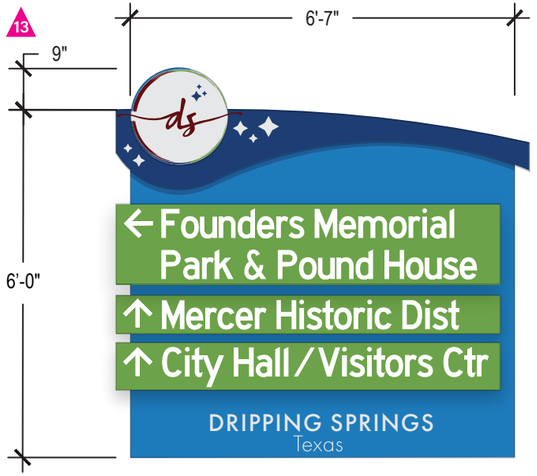
NORTH BOUND ON RANCH ROAD 12 @ SPORTS PARK RD



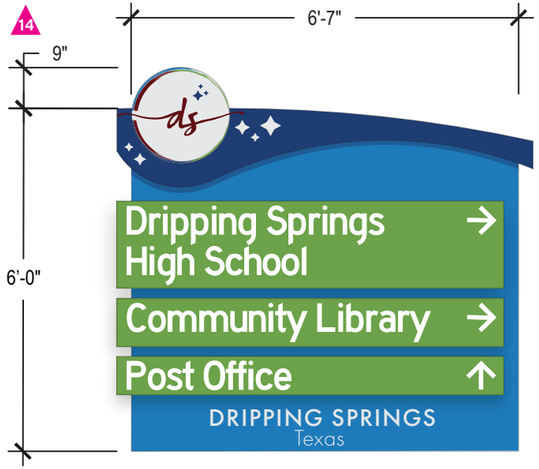
SOUTH BOUND ON RANCH ROAD 12 @ SPORTS PARK RD



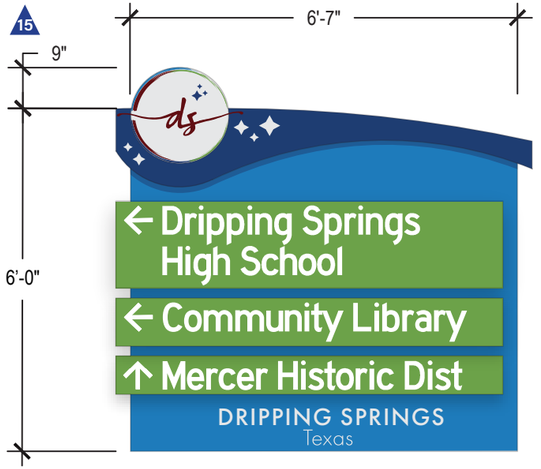
NORTH BOUND ON RANCH ROAD 12 @ FOUNDERS PARK RD



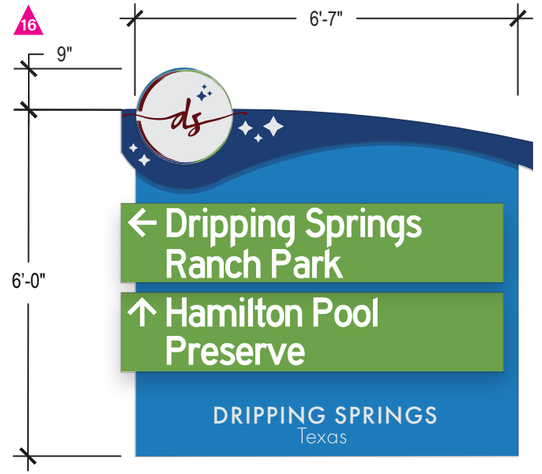
SOUTH BOUND ON RANCH ROAD 12 @ FOUNDERS PARK RD



WEST BOUND ON U.S. HWY 290 @ MIGHTY TIGER TRL



EAST BOUND ON U.S. HWY 290 @ MIGHTY TIGER TRL



NORTH BOUND ON RANCH ROAD 12 @ EVENT CENTER DR

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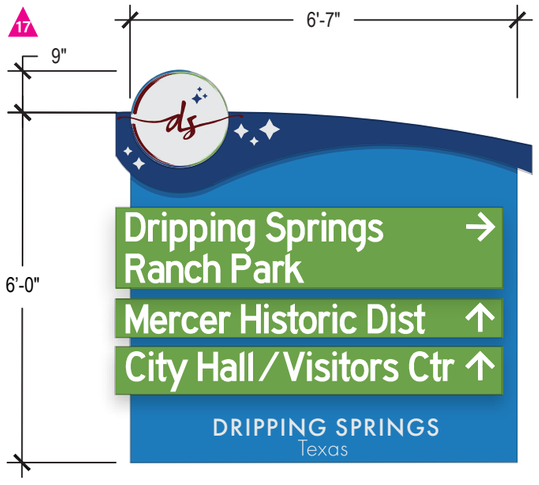
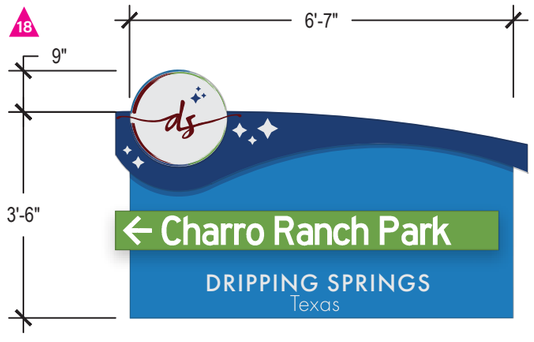
WAYFINDING SIGNS

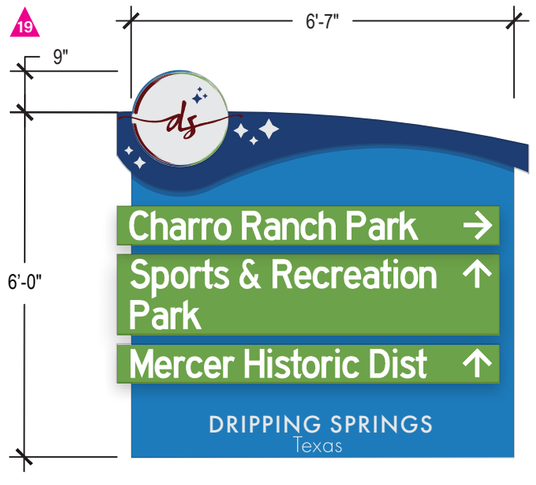
WAYFINDING DESTINATIONS MOCKUP



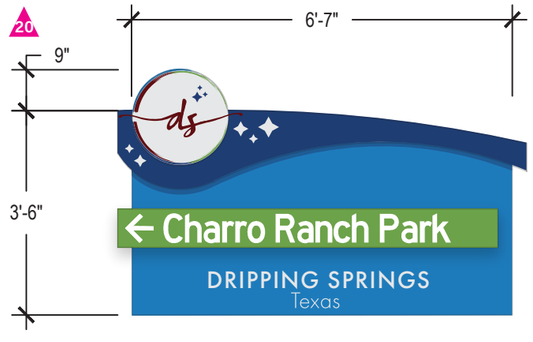
SOUTH BOUND ON RANCH ROAD 12 @ EVENT CENTER DR



SOUTH BOUND ON RANCH ROAD 12 @ RANCH ROAD 150



NORTH BOUND ON RANCH ROAD 12 @ RANCH ROAD 150



EAST BOUND ON RANCH ROAD 150 @ CHARRO RANCH PARK

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WAYFINDING SIGNS

WAYFINDING MOCKUP

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WAYFINDING SIGNS

TXDOT DETAILS: SMD (GEN) - 08

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

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

Number of Posts (1 or 2)

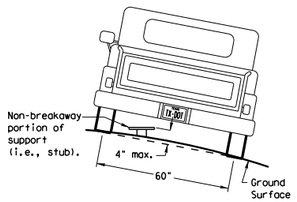
Anchor Type

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

Sign Mounting Designation

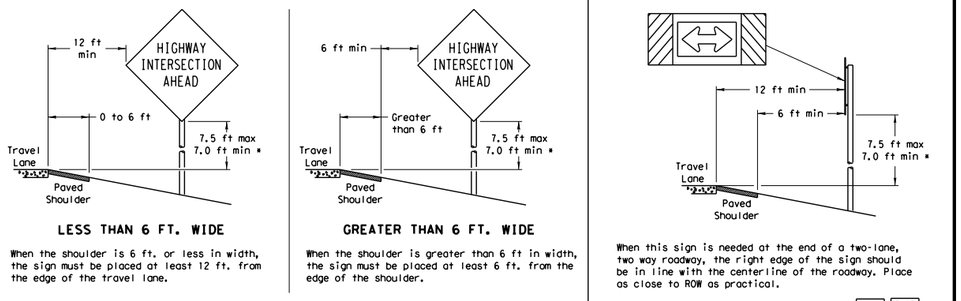
P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))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

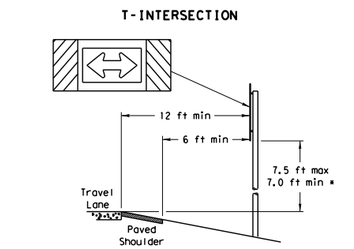
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



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

SIGN LOCATION





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

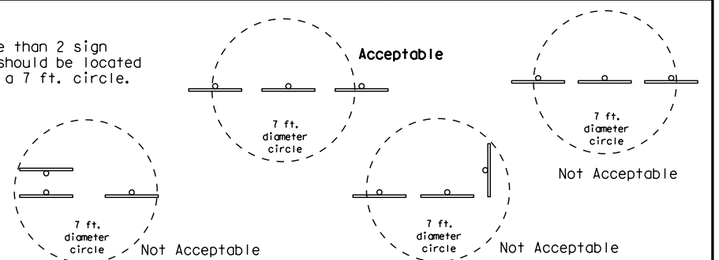
(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

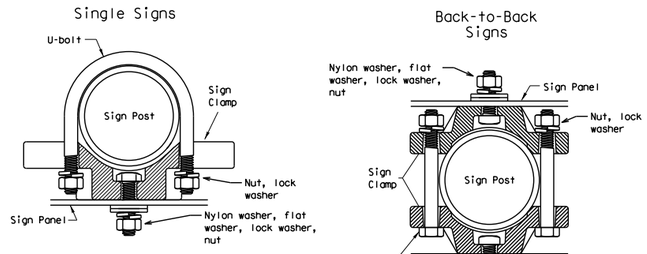
The maximum values may be increased when directed by the Engineer.

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

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



TYPICAL SIGN ATTACHMENT DETAIL



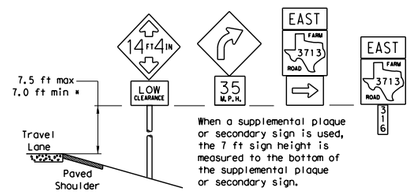
Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

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

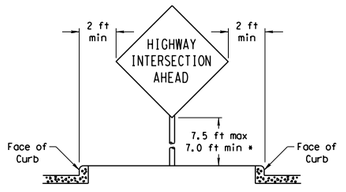
Sign clamps may be either the specific size clamp or the universal clamp.

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

SIGNS WITH PLAQUES

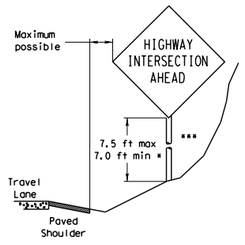


CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



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

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

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

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

©TxDOT July 2002	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

26A

DATE:
FILE:

NOTES:

1. Contractor to provide demolition, as needed, at all sign locations, and to repair/replace any concrete removed or damaged during construction.
2. Contractor to coordinate with City and TXDOT to schedule any required traffic controls.
3. Contractor to provide new footings for all signs.
4. Contractor to contact 811 prior to installation.
5. Contractor to field locate and stake all signage for landscape architect and owner approval.
6. Contractor to provide shop-drawings and mock-ups for all signage prior to construction for landscape architect and owner approval.
7. Design Development drawings only.

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WAYFINDING SIGNS

TXDOT DETAILS: SMD (SLIP-01) - 08

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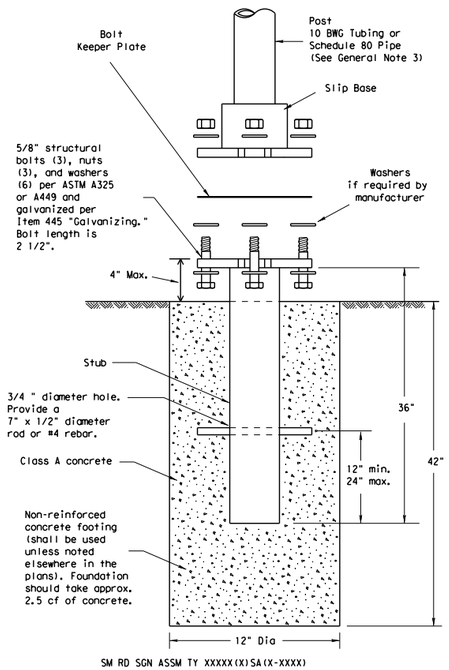
DATE:
FILE:

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

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

GENERAL NOTES:

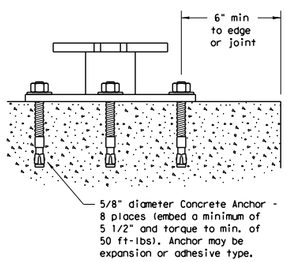
1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)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

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

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

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

©TxDOT July 2002	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

26B

NOTES:

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2. Contractor to coordinate with City and TXDOT to schedule any required traffic controls.
3. Contractor to provide new footings for all signs.
4. Contractor to contact 811 prior to installation.
5. Contractor to field locate and stake all signage for landscape architect and owner approval.
6. Contractor to provide shop-drawings and mock-ups for all signage prior to construction for landscape architect and owner approval.
7. Design Development drawings only.

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WAYFINDING SIGNS

TXDOT DETAILS: SMD (SLIP-02) - 08

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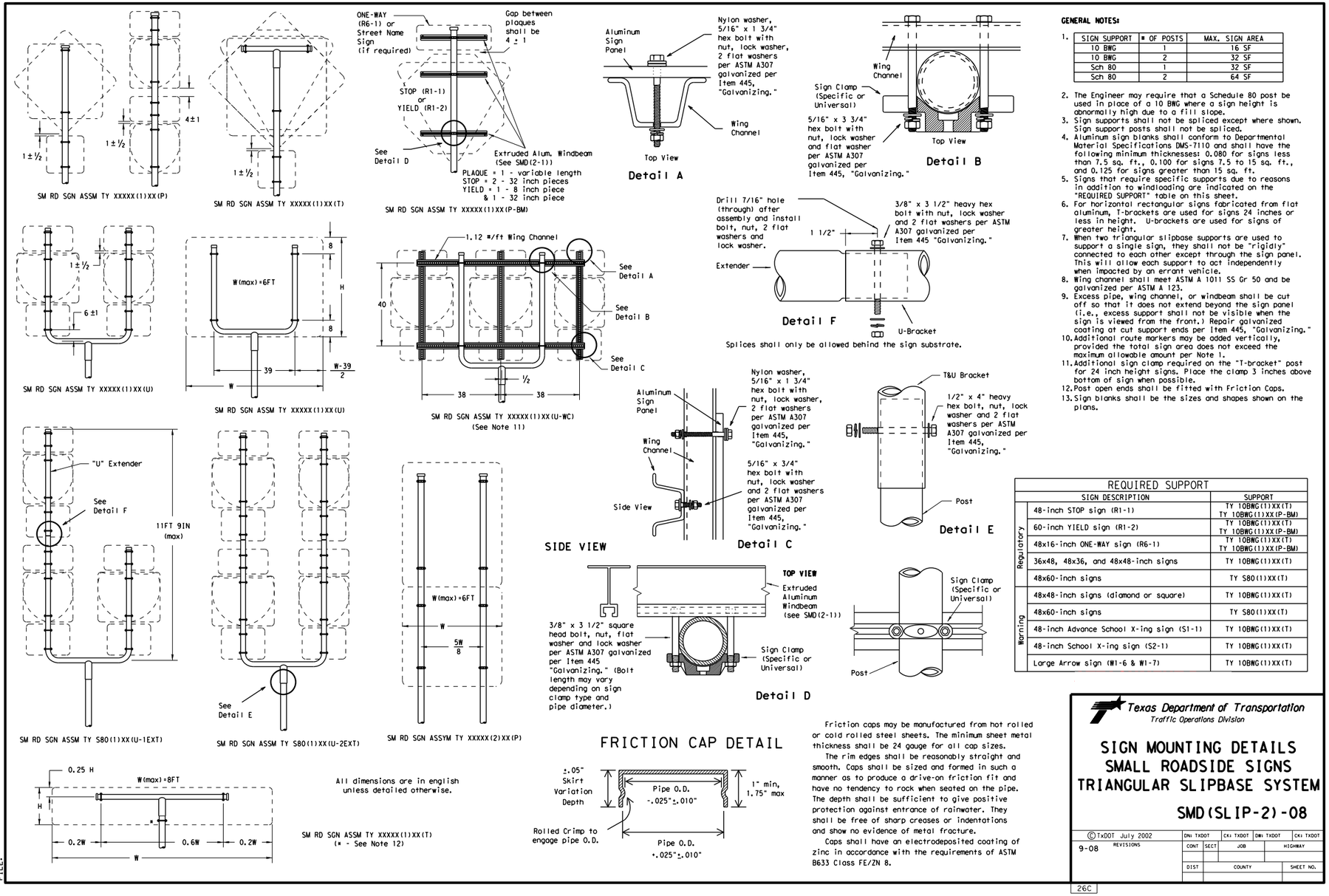

GENERAL NOTES:

1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

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

REQUIRED SUPPORT

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

Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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26C

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FILE:

NOTES:

1. Contractor to provide demolition, as needed, at all sign locations, and to repair/replace any concrete removed or damaged during construction.
2. Contractor to coordinate with City and TXDOT to schedule any required traffic controls.
3. Contractor to provide new footings for all signs.
4. Contractor to contact 811 prior to installation.
5. Contractor to field locate and stake all signage for landscape architect and owner approval.
6. Contractor to provide shop-drawings and mock-ups for all signage prior to construction for landscape architect and owner approval.
7. Design Development drawings only.

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WAYFINDING SIGNS

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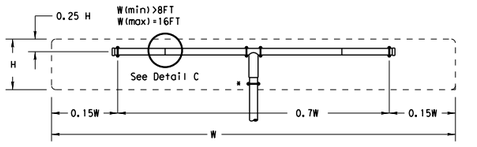
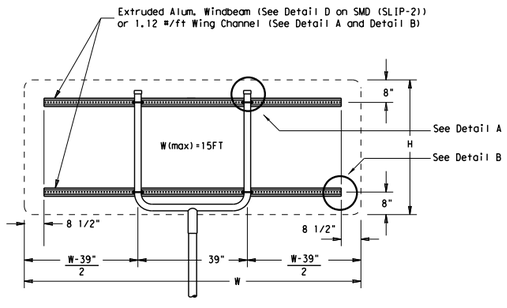
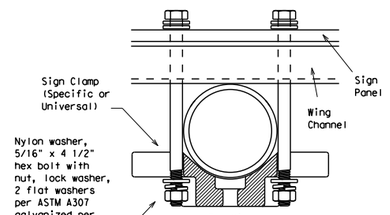


SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)
(* - See Note 12)

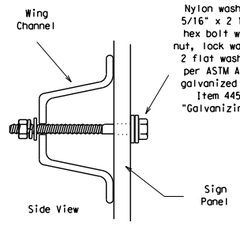


SM RD SGN ASSM TY XXXXX(1)XX(U-XX)

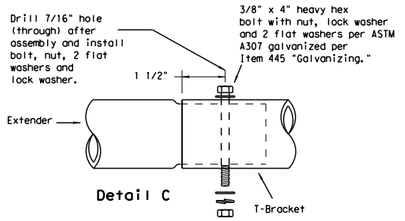


Top View

Detail A

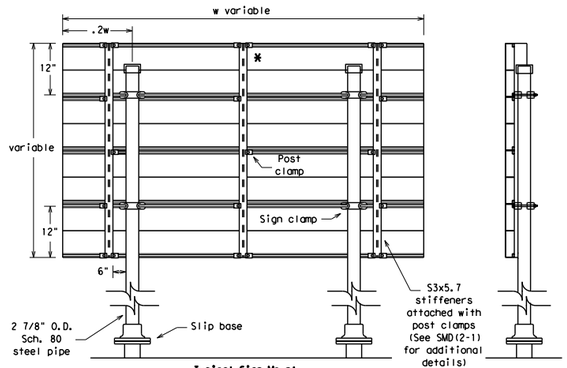


Detail B



Detail C

Splices shall only be allowed behind the sign substrate.

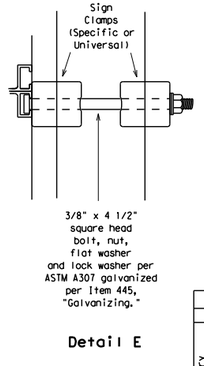


Typical Sign Mount

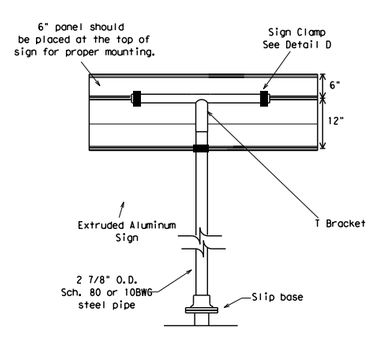
SM RD SGN ASSM TY S80(2)XX(P-EXAL)

* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.

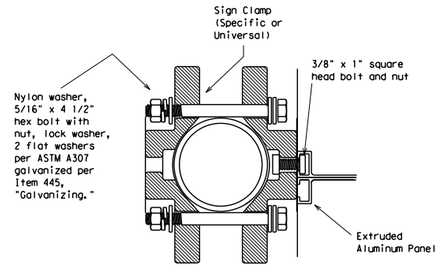
See Detail E
for clamp installation



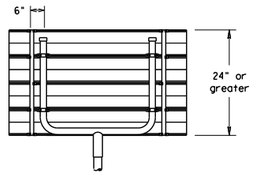
Detail E



Extruded Aluminum Sign
With T Bracket



Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
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3. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
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5. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
6. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
7. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
8. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
9. Sign blanks shall be the sizes and shapes shown on the plans.
10. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
11. Post open ends shall be fitted with Friction Caps.

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REQUIRED SUPPORT

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

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NOTES:

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4. Contractor to contact 811 prior to installation.
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STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By:	Andrew Binz, Parks and Community Services Director
City Council Meeting Date:	August 5, 2025
Agenda Item Wording:	**Public hearing, discussion, and consideration of approval of proposed amendments to an Ordinance of the City of Dripping Springs, Chapter 2, Article 2.04, Division 3 relating to the Parks and Recreation Commission.**
Agenda Item Sponsor:	Mayor Pro Tem Taline Manassian

Summary/Background:

The Parks and Recreation Commission (PRC) is currently an eight-member advisory commission with four members serving at-large, two members serving as representatives of the Dripping Springs Independent School District, and two members serving as representatives of the Dripping Springs Youth Sports Association.

Staff would recommend the addition of one more at-large member. This would bring the total number of PRC members to nine, which is an odd number.

The terms of the At Large Commissioners would also be staggered in a way where 2 terms would expire and then 3 terms would expire on alternating years.

As a transitional matter, a newly appointed at-large member would be appointed to a one year term expiring on June 30, 2026, which would be permitted under new language that allows City Council to make appointments for “up to” two year terms.

Staff Recommendations:	Approval of the purposed update to Division 3 – Parks and Recreation Commission ordinance.
Commission Recommendation:	Approval of the purposed update to Division 3 – Parks and Recreation Commission ordinance.
Attachments:	Draft ordinance
Next Steps/Schedule:	Appoint an additional at-large Commissioner.

City of Dripping Springs

Parks and Recreation Commission Ordinance

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING CHAPTER 2, ARTICLE 2.04, DIVISION 3 OF THE CODE OF ORDINANCES; REVISING STANDARDS, STRUCTURE, AND PROCEDURES FOR THE PARKS AND RECREATION COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALER; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Parks and Recreation Commission plays a vital role in the acquisition, development, utilization, operation, improvement, equipment and maintenance of all park playgrounds and recreational areas owned or controlled by the city; and

WHEREAS, the City Council has determined that revisions to the Commission's membership, responsibilities, procedures, and operations are necessary to reflect current practices and improve governance and efficiency; and

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 2, Article 2.04, Division 3 of the Code of Ordinances is amended to read in accordance with "**Exhibit A",** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be added to Article 2.04 and any text that is struck through shall be removed.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the _____ day of _____ 2025 by a vote of ___ (ayes) to _____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

_____
Diana Boone, City Secretary

Exhibit "A"

Chapter 2 - ADMINISTRATION AND PERSONNEL
ARTICLE 2.04. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 3. PARKS AND RECREATION COMMISSION

Sec. 2.04.061. Popular name.

This division shall be commonly cited as the "parks and recreation commission ordinance."

Sec. 2.04.062. Creation.

There has been created in the county a citizen advisory board known as the City of Dripping Springs "Parks and Recreation Commission."

Sec. 2.04.063. Definitions.

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

(b) Specific.

Commission: The City of Dripping Springs Parks and Recreation Commission.

DSISD: The Dripping Springs Independent School District.

DSYSA: The Dripping Springs Youth Sports Association, an incorporated nonprofit organization.

ETJ: The extraterritorial jurisdiction of the City of Dripping Springs, Texas.

Sec. 2.04.064. Members.

(a) Composition. The commission shall be composed of up to ~~eight~~ nine members who are known to be interested in parks and public recreation and the proper use of leisure time of the people of the city. Each member of the commission shall be appointed by the council to a term of office of up to two years. The members shall serve without pay.

(b) DSISD. Two members of the commission shall be nominated by the DSISD~~, and each such nominee shall be appointed by the council to a two-year term of office~~. Each such member must reside within the boundaries of the DSISD.

(c) City. Up to five ~~Four~~ at-large members of the commission shall be appointed ~~to a two-year term of office~~ by the council. One of the ~~three~~ at-large members may be a city councilmember. Each such member must reside within the city limits, the ETJ, or the boundaries of the DSISD.

(d) DSYSA. Two members of the commission shall be nominated by the Dripping Springs Youth Sports Association (DSYSA~~), and each such nominee shall be appointed by the council to a two-year term of office~~. Each such member must reside within the city limits, the ETJ, or the boundaries of the DSISD.

(e) Leadership. The members of the commission shall nominate a person to serve annually as chairperson of the commission. The chairperson shall appoint a vice-chairperson.

Sec. 2.04.065. Organization and meetings.

(a) Rules. The commission may adopt such rules as it deems best to govern its actions, provided those rules are not contrary to the general laws of this state, this division and other city ordinances.

(b) Quorum. The attendance of ~~four or more~~at least 50% of the duly appointed members shall constitute a quorum. The chairperson shall count toward the establishment of a quorum. The chairperson is allowed to make motions and vote on all matters before the commission.

(c) Meetings. The meetings of the commission shall be held on a regular basis, but not less than once every two months. Commission meetings shall generally be open to the public as required by the laws of the state, and shall comply with the Open Meetings Act as set forth in chapter 551 of the Texas Government Code, as may be amended.

(d) Ordering meetings. Meetings may be called by the chairperson, or at the request of two or more of the commission's members.

(e) Attendance. Commission members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the commission absent for three regular consecutive meetings, or four regular meetings during the preceding twelve-month period of the commission, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have automatically vacated the position of commissioner.

Sec. 2.04.066. Functions and duties.

(a) Advisory role. The commission shall act generally in an advisory capacity to the city council in the acquisition, development, utilization, operation, improvement, equipment and maintenance of all park playgrounds and recreational areas owned or controlled by the city.

(b) Recommendations. It shall be the duty of the commission to make recommendations to the city council pertaining to:

(1) The maximum utilization of the parks and park facilities by the DSISD, local athletic associations and the local public.

(2) Utilization of the park facilities to accommodate the athletic program of the DSISD and local athletic associations.

(3) Establishment of rules and regulations governing the utilization of the parks.

(4) Future development of parks, playgrounds and recreational facilities.

(c) Activities. The commission shall:

(1) Schedule special events;

(2) Establish an operating budget with approval of the council;

(3) Establish a maintenance program;

(4) Provide the council with quarterly and annual financial statements;

(5) Show income, expenditures and profit or loss of the city's park facilities;

(6) Make recommendations pertaining to the city's master park plan; and

(7) Prescribe and approve a schedule of activities of park facilities.

(d) Cooperation. The commission shall at all time seek to promote the close cooperation between the city, the DSISD, and the DSYSA and all private citizen's institutions and agencies interested in conducting recreational activities to the end that all recreational resources within the city may be coordinated to secure the greatest public welfare.

Secs. 2.04.067—2.04.090. Reserved.

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Diana Boone, City Secretary

Council Meeting Date: August 5, 2025

Agenda Item Wording: **Approval of the at-large appointment of Ryan Strittmatter to the Parks & Recreation Commission for term ending June 30, 2026.**

Agenda Item Requestor: Andy Binz, Parks & Community Services Director

Summary/Background: The Parks & Recreation Commission is currently an eight-member advisory commission with four (4) members serving at-large, two (2) members serving as representatives of the Dripping Springs Independent School District, and two (2) members serving as representatives of the Dripping Springs Youth Sports Association.

On July 23, 2025 Parks & Recreation Commission meeting, the commission voted unanimously to recommend the approval of an update to Division 3: Parks & Recreation Commission Ordinance. The proposed updates to the ordinance include adding a 9th member to the commission to fill an at-large position, changing the quorum number to 5. The commission also discussed having the new appointment term end on June 30, 2026 in order to stagger the at-large expiration dates to have 3 member terms expire on an odd year and 2 member terms expire on an even year.

Commission Recommendation: The Parks & Recreation Commission Chair is recommending the appointment of Ryan Strittmatter to the Parks & Recreation Commission to serve as the 9th member to the commission, pending approval of the ordinance update.

Staff Recommendation: Staff recommends approval

Attachments:

1. Application

Next Steps/Schedule:

1. Update website
2. Send welcome letter and calendar invites

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Chase Winburn, Human Resources Director

Council Meeting Date: 5 August, 2025

Agenda Item Wording: **Discuss and consider approval of a Resolution of the City of Dripping Springs revising the Personnel Manual, including updating the Telecommuting Policy and approving a Technology Acceptable Use Policy.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: This item seeks City Council approval of a Resolution adopting two updated Personnel Policies to enhance clarity, strengthen telework guidelines, and modernize technology use standards. The updates include a more robust and thorough Telework Policy reflecting current remote work practices, and an improved Technology Acceptable Use Policy to ensure the effective and secure use of City technology resources.

Commission Recommendations:

Recommended Council Actions: Recommended approval

Attachments: Personnel Manual with drafted revisions. Personnel Manual Resolution

Next Steps/Schedule: Send to City Secretary for execution

CITY OF DRIPPING SPRINGS
RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, REVISING THE PERSONNEL MANUAL.

WHEREAS, each city should have a personnel manual directed to its employees to provide guidance on the duties and responsibilities of the city and the employees; and

WHEREAS, the City Council of the City of Dripping Springs ("City Council") finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs ***Personnel Manual*** be updated from time to time to reflect current state and federal law and city practices related to city employees; and

WHEREAS, the City Council of the City of Dripping Springs finds it to be in the interest of hiring and retaining employees to provide a comprehensive Personnel Manual that is regularly updated; and

WHEREAS, the City Council of the City of Dripping Springs finds it to be in the interest of the City to regulate telecommuting and use of city technology to ensure productivity and limit cybersecurity threats; and

WHEREAS, the City Council finds that it is reasonable and prudent for this amendment to the ***Personnel Manual*** to be adopted.

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

1. The City Council hereby approves the amendment to City of Dripping Springs ***Personnel Manual*** pursuant to *Exhibit A*, attached.

2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.

3. The City Council directs City staff to work with the Mayor and City Administrator to acknowledge the amendment to the ***Personnel Manual*** and receive training and information on the amended ***Personnel Manual*** under the direction of the Mayor and City Administrator.

PASSED & APPROVED this, the _____ day of _____ 2025, 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

ATTACHMENT “A”

City of Dripping Springs

PERSONNEL MANUAL

The Handbook Of Benefits, Policies & Procedures For Employees of the City of Dripping Springs

DRIPPING SPRINGS
Texas

Table of Contents

SECTION 1: INTRODUCTION 5
1.01 Policies Established 5
1.02 Purpose 5
1.03 Applicability 5
1.04 Objectives 5
1.05 At-Will 6
1.06 Dissemination 6
1.07 City Administrator 6
1.08 Chain of Command 6
SECTION 2: CLASSIFICATIONS 7
2.01 Classifications Listed 7
2.02 Full-Time—Exempt 7
2.03 Full-Time—Non-exempt 8
2.04 Part-Time—Regular 8
2.05 Regular 8
2.06 Temporary 8
2.07 Seasonal 8
2.08 Event/Intermittent 8
2.09 Contract Services 8
SECTION 3: HIRING 8
3.01 Hiring Authority 8
3.02 Interim Appointment 9
3.03 Background Checks 9
3.04 Notice 10
3.05 Evaluation 10
3.06 Residence 10
3.07 Orientation and Introductory Period 11
3.08 Youth Employment 11
3.09 Job Descriptions 11
3.10 Nepotism 11
SECTION 4: COMPENSATION 12
4.01 Appropriations 12

4.02 Timesheets and Time Clock 12
4.03 Payment Procedures 13
4.04 Overtime 13
4.05 Raises, Merit Increases, and Cost of Living Adjustments 14
4.06 Promotions 14
4.07 On Call Policy 15
SECTION 5: BENEFITS 16
5.01 Insurance 16
5.02 Workers' Compensation 16
5.03 Leave 17
5.04 Retirement 21
5.05 Training 21
5.06 Uniform Policy 22
5.07 Family And Medical Leave Act (FMLA) 23
SECTION 6: WORKPLACE CONDUCT 30
6.01 Standard Work Period 30
6.02 Business Hours 30
6.03 Place of Business 30
6.04 Telecommuting 31
6.05 Accidents & Safety 31
6.06 Professional Appearance 31
6.07 Privacy 32
6.08 Smoking 32
6.09 Pets 32
6.10 Drug/Alcohol-Free Workplace 32
6.11 Violence & Weapons 33
6.12 Supplemental Employment 34
6.13 Political Activity 34
6.14 Telephone Usage 35
6.15 Media Relations 35
6.16 Privacy 35
6.17 Performance Evaluation 35
6.18 Supervisors 35

6.19 Ethical Considerations 36
6.20 Nursing Mother Breaks 36
6.21 Key Control Policy 37
6.22 City Hall and Facility Closure Policy 37
6.23 General Conduct 38
SECTION 7: TECHNOLOGY USE POLICY 40
7.01 No Right to Use City Computers or Phones 40
7.02 Primary Purpose 40
7.03 No Privacy Expectation 41
7.04 City Email Accounts 41
7.05 Prohibitions 41
7.06 Duty to Report 42
SECTION 8: SOCIAL MEDIA POLICY 42
8.01 Introduction 42
8.02 Purpose 42
8.03 Disclaimer 43
8.04 General Guidelines 43
8.05 Guidelines for Official City Sites 43
8.06 Guidelines for Marketing and Branding 45
SECTION 9: SURPLUS EQUIPMENT POLICY 45
9.01 Purpose 45
9.02 Definitions 45
9.03 Procedure 45
SECTION 10: TRAVEL AND REIMBURSEMENTS 48
10.01 Registration Fees 48
10.02 Reimbursements 48
10.03 Cash Advances 49
SECTION 11: DISCRIMINATION 49
11.01 Equal Employment Opportunity 49
11.02 General Prohibition 50
11.03 Discrimination and Harassment 50
11.04 Disabilities 51
11.05 Religious Affiliation 51

11.06 Immigration Law Compliance 52
SECTION 12: DISCIPLINARY MEASURES 52
12.01 Progressive Discipline 52
12.02 Discretionary Discipline 52
12.03 Grievance Procedure 52
12.04 Personnel Files 53
SECTION 13: SEPARATIONS 53
13.01 Non-Disciplinary Separations 53
13.02 Discharge 54
13.03 Return Items 54
13.04 Payment for Leave 54
13.05 Reference 54
ACKNOWLEDGEMENT 56
ELECTION REGARDING PERSONAL INFORMATION 57
Attachment "A" 58
EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT 58
Attachment "B" 60
KEY CONTROL POLICY 60

SECTION 1: INTRODUCTION

1.01 Policies Established

These policies and all amendments hereto shall be the official personnel policies of the City. The City retains the right to unilaterally change policies in this Manual and will advise employees of those changes. All prior policies are hereby repealed.

1.02 Purpose

This Manual is adopted by the City Council as a guidance document, not a contract. Through this Manual, the City Council strives to bring uniformity, consistency, and fairness to its employment practices.

1.03 Applicability

These policies apply to all City employees, except where inconsistent with state law, federal law, City ordinance, or the particular agreement hiring a specific employee. In the event of such inconsistency, the state or federal law, ordinance, or agreement shall prevail.

1.04 Objectives

The City seeks to achieve these objectives through the systematic, uniform application of modern personnel practices. The City's personnel policies strive to:

(a) promote and increase productivity, efficiency, and responsiveness to the public, and economy in the City service;

(b) provide fair and equal opportunity for qualified persons to enter and progress in the City's service in a manner based on merit and fitness;

(c) maintain recruitment, advancement, and other practices to enhance the attractiveness of a City career;

(d) develop and maintain consistent, up-to-date position classifications and compensation plans;

(e) develop high morale among City employees by fostering good working relationships, and by providing uniform personnel policies, opportunity for advancement, and consideration of employee needs and desires;

(f) retain employees on the basis of the adequacy of their performance, correct inadequate performance, and separate employees whose inadequate performance cannot be corrected; and

(g) assure that employees are protected against coercion for partisan political purposes and are prohibited from using their positions with the City for the purpose of interfering with or affecting the results of any kind of official election.

1.05 At-Will

(a) All employees of the City serve at-will except those who are a party to a City Council approved employment agreement. Any City Council approved employment agreement preempts any provision of these policies where there is any conflict.

(b) These policies and the benefits described herein do not constitute a contract of employment or a contract between the City and any employee to provide any benefit. Nothing contained herein shall create an entitlement to, or property interest in, continued employment with the City.

(c) The City may alter, modify, amend, or terminate any of the policies or benefits set forth herein at any time, with or without notice. Notwithstanding any statement contained in these policies, or in any other document or statement issued by the City or any of its representatives to the contrary, the City shall have the right to terminate any employee from employment with the City, at any time, with or without cause, subject to state and federal law.

1.06 Dissemination

The City shall make every effort to thoroughly acquaint employees with the materials in these personnel policies and any subsequent revision. Copies of these policies and all amendments shall be furnished to each employee. Notwithstanding the foregoing, it is each employee's responsibility to become familiar with the contents of these policies, and to ask questions when necessary, for a full understanding.

1.07 City Administrator

The term "City Administrator" as used in this Manual includes the City Administrator, a Deputy City Administrator, and others specifically designated by the City Administrator to act as agents.

1.08 Chain of Command

Each employee has a supervisor who should be consulted should any work issue arise. If the supervisor is unavailable, or a response is determined by the employee to be inadequate, the employee may discuss the issue with the Department Director, , Human Resources Director, a Deputy City Administrator, or City Administrator, unless a different procedure is described herein. The supervisory chain of command for each employee shall be listed in the employee's job description. Engaging in activity outside the chain of command as relates to employment matters is detrimental to the employment relationship and harms the ability of the City to react effectively and consistently when presented with employee issues. Each month the City Administrator

shall prepare a report for the mayor that lists the hiring, termination, staffing levels, and significant employee actions.

1.09 Core Values

City of Dripping Springs (COD) Texas

Core Values - **C O D S T X**

- **Community** - support, connection, value through relationships
- **Openness** - open and accepting, transparency, communication
- **Dependability** - trust, teamwork, honesty, responsive, available
- **Service** - safety, sincerity, smiles, self-respect
- **Teamwork** - working together for common goals
- **Excellence** - quality, commitment, professional, greatness, brilliance

SECTION 2: CLASSIFICATIONS

2.01 Classifications Listed

There are 5 classifications of employees with the City:
(1) Full-Time—Exempt;
(2) Full Time—Non-exempt;
(3) Part-Time—Regular;
(4) Temporary;
(5) Seasonal; and
(6) Event/Intermittent.

While not considered an "employee" under this Manual, a sixth classification is Contract Services. Volunteers who are not employed by the City in any capacity are not generally governed by this Personnel Manual but will be reviewed in the same manner as an employee as it relates to conduct and ethics as applicable. Employees who volunteer for the City in a capacity other than their normal job functions will be governed by this Manual.

2.02 Full-Time—Exempt

Employees who work a regular schedule of more than 30 hours a week and meet the federal law requirements of an employee exempt from overtime shall be considered full-time—exempt if approved by the City through a job description. The employee's average of hours worked per week is not considered when determining whether an employee is full-time—exempt.

Pursuant to the Fair Labor Standards Act, as may be amended (FLSA) and applicable state laws, exempt employees are those who qualify as such under the statute because they fall into one of the exempt categories. Exempt employees are not entitled to overtime compensation pay (but are entitled to compensatory time, as explained elsewhere).

Employees are only considered exempt if: (1) they meet the federal requirement; and (2) the approved job description designates the employee as exempt.

2.03 Full-Time—Non-exempt

Employees who work a regular schedule of more than 30 hours a week and who are not exempt employees based on their job duties or compensation shall be considered full-time—non-exempt. The employee's average of hours worked per week is not considered when determining whether an employee is full-time—nonexempt. Non-exempt employees are eligible for overtime pay if the employee works more than forty (40) hours in a 7-day work period. The 7-day work period runs from Monday to Sunday.

2.04 Part-Time—Regular

Employees who work a regular schedule of less than 30 hours a week shall be considered part-time.

2.05 Regular

Any employee who works for an indefinite period of time (not temporary, seasonal, or event/intermittent) shall be considered regular employees.

2.06 Temporary

Employees who work for a short period of time shall be considered temporary employees.

2.07 Seasonal

Employees who work solely for a specific time of year shall be considered seasonal employees. Seasonal employees may not be employed more than three months in any one year and should start and end employment around the same time every year except when also employed as an event/intermittent employee.

2.08 Event/Intermittent

Employees who work at special events or intermittently at any time of the year on an occasional basis. Seasonal and temporary employees may work as event/intermittent employees.

2.09 Contract Services

At the discretion of the City Council, officer or employee positions may be staffed by professional services providers on a contract basis.

SECTION 3: HIRING

3.01 Hiring Authority

The City Council is the hiring authority for all City officers as described in Local Government Code Chapter 22 or as otherwise designated by the City Council. These officers include City Administrator, Deputy City Administrators, City Secretary, City Attorney, People & Communications Director, Human Resources Director, Parks and Community Services Director, City Treasurer/Finance Director, Maintenance Director,

Utilities Director, Building Official, Planning Director, Director of Emergency Preparedness and Homeland Security, and others designated by City Council.

The City Administrator has the authority to hire any position if such hiring is not required to be authorized by the City Council pursuant to this provision or other resolution or ordinance. The City Administrator may delegate hiring positions to a department head.

For exempt employees of Dripping Springs Ranch Park, the Chair of the Dripping Springs Ranch Park Board of Directors may be involved in the hiring process as described by city ordinance and park rules and policies. The City Administrator has the authority to hire any Dripping Springs Ranch Park position, other than those listed above as hired by the City Council but may consider the input of the Chair of the Dripping Springs Ranch Park Board, if any, in making the hiring determination.

3.02 Interim Appointment

When an emergency exists that requires the services of personnel who are not otherwise available, such employees may be immediately hired by the Mayor or City Administrator for a period not to exceed 90 days without regard to normal recruitment and selection requirements. If the hiring of the interim employee is not confirmed by the primary hiring authority for that position or the City Council within the 90-day period, the employee is considered to be automatically discharged as of the 91st day. Any interim appointment of a position for which the City Council is the primary hiring authority shall be brought to the City Council at the next regular City Council Meeting.

3.03 Background Checks

(a) Background Processing. Some or all of the following background checks may be conducted for applicants for employment and certain volunteers:

(1) Social Security Verification. Validates the applicant's Social Security number, date of birth, and former addresses.

(2) Prior Employment Verification. Confirms the applicant's employment with the listed employers, including dates of employment, the position held, and additional information available about performance rating, the reason for departure, and eligibility for rehire.

(3) Personal and Professional References. Correspondence or in-person contact will be made to individuals listed as references by the applicant.

(4) Educational Verification. Confirms the applicant's educational institution, including the years attended and the degree/diploma received.

(5) Criminal History. Includes a review of criminal convictions and probation. The existence of criminal convictions is not an automatic prohibition on City employment. The following factors will be considered for applicants with a criminal history:

(A) The nature of the crime and its relationship to the position.

(B) The time since the conviction.

(C) The number (if more than one) of convictions.

(D) Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the city, its employees, or its citizens and vendors.

(6) Motor Vehicle Records: provides a report on an individual's driving history in the state requested. This search will be conducted when driving is an essential requirement of the position.

(b) The Human Resources Director will notify the department head/supervisor regarding the findings of the background check. The department head will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire an individual is made based on the results of a background check, the Human Resources Director will make notification to the applicant.

3.04 Notice

(a) The Human Resources Director or the Director's Designee shall provide, by appropriate means, public notification of vacancies to be filled within the City service and shall maintain a list of current announced vacancies for public inspection. Notice is not required for those vacancies to be filled internally via promotion, transfer, temporary promotion, or reinstatement.

(b) Each job announcement, insofar as practicable, shall specify the title, nature of the job, required minimum qualifications, proposed rate of pay, and the deadline for and method of application.

(c) All job openings shall be posted on the City Website and any other location as deemed appropriate and best designed to hire the most qualified candidate. The City Administrator and the Human Resources Director may post any existing position regardless of hiring authority as soon as a vacancy exists. The City Administrator and the Human Resources Director may post for a new position as soon as the job description and creation of the position is approved by City Council.

3.05 Evaluation

The City Administrator and Human Resources Director shall determine the most appropriate means of evaluating applications against job requirements to identify the best qualified applicants. Interviews, background checks (criminal and credit), written tests, and/or other screening procedures may be used as appropriate. Applicants shall be required to provide any job-related information necessary to demonstrate compliance with prescribed minimum qualification requirements for the positions involved.

3.06 Residence

There shall be no residence requirement for City employment, except as may be provided by law. Employees likely to be called to work in cases of emergency may be required to reside within reasonable commuting ranges of their places of work as may be specified in their job description.

3.07 Orientation and Introductory Period

The Human Resources Director shall provide orientation to all city employees, in coordination with the Finance Department, IT Department, and the employee's supervisor, including required benefit and financial paperwork, review of job description and duties, required training, core values, department specific policies, disclosure of personal information, and personnel manual.

All employees shall serve in an introductory capacity for the first 90 days of employment, promotion, or reassignment. During this introductory period, new employees shall be subject to close evaluation. New employees shall not be entitled to standard employee benefits, including paid leave, except to the extent specifically authorized by this Manual. However, (1) health benefits begin the first day of the month following the start date or as designated by the health coverage provider; and (2) TMRS benefits begin immediately upon full-time eligible employment with the City. Completion of the introductory period does not alter the at-will relationship, create a property interest in employment for any duration, or obligate the City to retain the employee for any certain duration. If this policy conflicts with a separate employment agreement with an employee or an employment benefits provider, the employment agreement prevails over the personnel policy.

3.08 Youth Employment

It is the policy of the City of Dripping Springs that no individual under the age of fifteen (15) shall be hired. Applicants between the ages of fifteen (15) and eighteen (18) shall be required to show proof of age to the satisfaction of the City Administrator or the Administrator's designee. Employees under the age of eighteen (18) shall not have duties or perform work that is prohibited by state or federal law.

3.09 Job Descriptions

The City Council shall be the approving authority for all new positions. All positions shall have a job description which includes exempt or non-exempt status of employee. The City Council shall be the approving authority for all job descriptions for new positions and for all positions hired by the City Council. The City Administrator may make minor amendments to any job description in consultation with the Human Resources Director, the City Attorney, and the Mayor..

3.10 Nepotism

(a) No person who is related within the second degree of affinity or within the third degree by consanguinity to any elected officer of the city is eligible for any office, position, clerkship or other service of the city. This prohibition does not affect an officer or employee within the named degree, who has already served at least two years of employment with the city at the time when the elected officer takes office.

(b) No employee may work in a position which is in the line of supervision of a person who is related within the second degree of affinity or third degree of consanguinity or anyone living in the same household as the employee.

(c) In the case of a marriage of two (2) existing employees, or other situation giving rise to a relationship prohibited by this policy, the individuals concerned will decide who will terminate or modify employment. If no decision can be made within 30 calendar days, the City Administrator, or their designee, will decide. At any time, either employee is free to apply for a different position with the city for which they are qualified, and that would eliminate a violation of this policy.

(d) Affinity (Marriage Relationships): First Degree/Second Degree Spouse Spouse's Grandparents Father-in-law Spouse's Grandchildren Mother-in-law Brother-in-law Son-in-law Sister-in-Law Daughter-in-law

(e) Consanguinity (Blood Relationships): First Degree/Second Degree/Third Degree Mother Grandmother Great-Grandmother Father Grandfather Great-Grandfather Daughter Granddaughter Great-Granddaughter Son Grandson Great-Grandson Brother Uncle Sister Aunt Niece Nephew Half-blood relationships fall within the same degree as those of full blood. Step relationships by affinity (marriage) fall within the same degree as those by consanguinity (blood). For example, a stepson would be considered the same as a son. An adopted child is considered the child of the adoptive parents.

SECTION 4: COMPENSATION

4.01 Appropriations

Wages, salaries, and working schedules for all employees shall be in accordance with the provisions of the City budget currently in effect, including amendments, and within the limitations of the financial provisions of each department, as approved by the City Council for each fiscal year.

4.02 Timesheets and Time Clock

(a) Timesheets: Each exempt employee as defined in Section 2.02 of this Manual is required to turn in the employee's timesheet by the final day of each pay period (see 4.03(a)) to the Department Head. Each Department Head must approve and submit the approved timesheets to the City Treasurer by 9:00 a.m. the next business day following the final day of each pay period. Absences for the pay period must be submitted with each time sheet.

(b) Time Clock: Each non-exempt employee as defined in Section 2.03 of this Manual is required to use the Time Clock to clock in and out each day with the employee's timecard if the employee works at the site where a time clock is located and accessible. Each employee is required to sign the employee's timecard agreeing that the time card accurately and completely reflects all time worked during the period in question and that no hours were worked that do not appear on the card. It is a violation of city policy to:

(1) allow another to clock in or out for the employee;
(2) fail to clock in when the employee arrives;

(3) fail to clock out when the employee takes a lunch break or leaves work;
(4) fail to submit all hours worked; or
(5) fail to follow time clock policies or procedures issued by the City Administrator.

Any failure of this policy may result in disciplinary action.

A non-exempt employee may use a time sheet if approved by the employee's supervisor and/or whose primary work location is at a location that does not have a time clock shall use a time sheet.

Any discrepancy between the timecard and the employee's work hours requires notification to the employee's supervisor within seventy-two (72) hours whether the discrepancy is based on employee error or time clock malfunction. Only an employee's supervisor, the City Administrator, or a Deputy City Administrator may make manual changes to an employee's timecard or time sheet. Time recorded will be the work-time paid or employees will be paid from time sheets verified by actual recorded times. Any adjustments to the recorded time on a timecard or time sheet must be approved by the employee's supervisor. Supervisors will be accountable to the City Administrator for any manual changes submitted.

4.03 Payment Procedures

(a) Employees will be paid every other Friday. Approved timesheets must be turned in by 9 a.m. on the first business day following the end of each pay period. If a payday is scheduled for a City holiday, the payday will be processed the day before the City holiday or holidays.

(b) Paychecks shall not be given to third parties without the express written authorization of the affected employee or as required by state law.

(c) If an employee receives a paper paycheck and is absent on a scheduled payday, the employee's paycheck shall be held until the employee returns, unless a written request for other arrangements has been delivered to the City Administrator prior to such payday.

(d) Direct deposit for employee paychecks is encouraged. To enroll in direct deposit, an employee shall complete the form provided by the Accounting Department and the form must be signed in ink and the original must be submitted to Accounting.

4.04 Overtime

(a) Overtime commences for each hour a non-exempt employee works beyond the standard 40-hour week in the seven-day work period. Overtime shall not be calculated to include vacation, sick leave, or any other paid leave taken during the same seven-day work period as "hours worked." Hours worked for purposes of overtime are any hours

worked in the seven-day work period and include holiday hours. Special pay for work during non-business hours, nights, or weekends will not be given unless otherwise specified in this manual.

(b) All nonexempt employees are eligible for overtime compensation in accordance with the FLSA.

(c) Overtime compensation shall be calculated in accordance with Section 5.03(f).

(d) Each non-exempt employee shall be responsible for notifying the employee's supervisor if an assignment cannot be completed within the employee's regular 40-hour workweek. No employee shall work overtime unless the employee's supervisor has determined that such overtime is required. Any employee who works unapproved overtime shall be paid, but may be subject to discipline.

(e) All exempt employees are entitled to compensatory time. Compensatory time shall accrue in accordance with §5.03(f) (below).

(f) An employee who requests the use of accrued compensatory time shall be permitted to take such leave within a reasonable period after making the request unless the employee's absence would unduly disrupt the operations of the City.

4.05 Raises, Merit Increases, and Cost of Living Adjustments

City Council has the sole authority to pass ordinances affecting pay scales. Raises, merit increases, and cost of living adjustments shall be considered at the time of annual employee evaluations or when brought to the City Council by the City Administrator. An employee who desires to request a raise or merit increase at a time other than at the time of annual employee evaluation, may make the request in writing to the employee's supervisor and the City Administrator. The City Administrator, in consultation with the employee's supervisor, shall decide whether to bring a recommendation for a pay raise or merit increase to the City Council.

4.06 Promotions

When possible, job openings within the City are filled by promoting qualified employees. A promotion is based on several criteria which includes, but is not limited to, performance in the employee's current job, attitude, attendance, punctuality, experience and interest in the City and qualifications for the open position. An employee applicant will be considered in a fair and appropriate manner as would any applicant. After considering qualifications, experience, etc., an opening will be filled by the person best qualified for the position. All promotions are made without regard to race, color, religion, sex, age, national origin, disability, or marital status. No supervisor may alter the terms of employment from "at-will" to a contracted relationship due to a promotion of an employee to a different position without approval from City Council.

4.07 On Call Policy

(a) Roles and Responsibilities

(1) Department Directors:

(A) The City Administrator, Deputy City Administrators, the Maintenance Director, Utilities Director, Dripping Springs Ranch Park Manager, Director of Emergency Preparedness and Homeland Security, and the Parks and Community Services Director, will schedule employees for On-Call duty. Priority will be given to employees who volunteer for duty and have the necessary knowledge and skills for On-Call duty.

(B) The City Administrator, Deputy City Administrators, the Maintenance Director, Utilities Director, Dripping Springs Ranch Park Manager, Director of Emergency Preparedness and Homeland Security, and Parks and Community Services Director will oversee the On-Call schedule, duties, and concerns of On-Call Employees at City facilities.

(C) No employee may be scheduled more than three weeks in a row for On Call Duty. In addition, the Director of Emergency Preparedness and Homeland Security or Designee shall ensure that all employees are provided adequate rest time when called to work during emergency situations.

(2) Employees who are On-Call:

(A) Inform Department Director of availability for On-Call duty.

(B) For the week of On-Call duty:

i Obtain the City-Issued Cellphone prior to beginning of week (if available).

ii Answer all inquiries or after-hours emergencies either by phone or on-site.

iii Stay within 30 minutes of the City of Dripping Springs. (Employee is not required to stay on-site when On Call).

iv Are not allowed to be under the influence of alcohol or any other substance when On-Call.

v May use a City Vehicle for their On-Call duties and commuting solely while on On-Call duty in order to benefit the City.

vi On-Call Employees may be issued a City-Issued Cell Phone to respond to all On-Call calls.

(C) Failure to follow these requirements can result in limitations to On-Call duty in the future and other discipline as allowed by the Personnel Manual.

(b) Compensation for On-Call Duty

(1) On-Call Employees will receive a stipend of $200 for each week per month they are On-Call.

(2) On-Call Employees will receive pay for the time they actually work which begins when the Employee responds to an On-Call request.

i Non-exempt: receive hourly wage or overtime. Any hours worked during On Call time by a non-exempt, full-time, regular employee is eligible for Overtime Pay.

ii Exempt: receive compensatory time off if in the week of On-Call hours worked the total hours worked are over 40 hours in the 7-day work period.

4.08 Longevity Pay

The City provides regular employees longevity pay, at the budgeted rate for each full year of service, up to a maximum of 20 years. Employees with less than one year of service shall receive a budgeted amount up to an amount equal to one year of service.

4.09 Employee Referral Incentive Program

(a) The City provides new employees retention and sign-on incentives for new and returning seasonal employees. The incentives are paid based on the Employee Referral Incentive Program Policy. Only one retention or sign-on incentive per fiscal year per new or returning employee is authorized.

(b) The City provides current city employees who recruit an individual who starts employment with the City whom the employee recruits. The incentive is for the recruitment of permanent and seasonal employees.

(c) Employees who are a supervisor, hiring authority for the position, or make a recommendation on the hiring for a position, including the Human Resources Director are ineligible. Event or Intermittent employees are also not eligible. Event and Intermittent employees, as defined by Section 2.08 of this manual, are employees who work special events (e.g., City festivals or Winter Wonderland, etc.) or intermittently at any time of the year for the City on an occasional basis.

(d) There is no limitation on the number of employees or employee referral incentives that can be earned by current employees. The incentives are paid based on the Employee Referral Incentive Program Policy. Employees must request a referral incentive from the Human Resources Director in writing. The referred candidate will be reviewed by the Human Resources Director and/or City Attorney. Any disputes or interpretations of a referral will be handled by the City Attorney.

SECTION 5: BENEFITS

5.01 Insurance

The City provides varying types of insurance coverage, which includes hospitalization, major medical, life, long-term disability, and dental for full-time, regular employees only. The types of insurance coverage, and the required employee participation, may vary from year to year. Upon employment, an application for coverage shall be completed on the employee and forwarded to the insurance company. The application must be submitted before coverage will become effective. If an employee is on unpaid leave for longer than thirty consecutive days, the absence may affect the employee's insurance coverage and may result in the loss of paid coverage by the City. If this occurs, the employee will be offered continuation of health coverage at the employee's cost (COBRA) for the time of unpaid leave to the extent required by law.

5.02 Workers' Compensation

(a) Workers' Compensation coverage is provided for all employees.

(b) In the event of a job-related injury, a standard Workers' Compensation claim form must

be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so. Contact the City Administrator to obtain the necessary form(s).

5.03 Leave

(a) Employees are generally not required to work on City holidays. The City may choose to observe the day preceding or following a holiday's official date. Each year the City Council will adopt the official City Calendar and that shall be the official list of City Holidays for employees for that year. City holidays are as follows, but are subject to change pursuant to City Council discretion:

- New Year's Day
- Martin Luther King's Birthday (third Monday in January)
- Washington's Birthday (Presidents Day) (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth
- Fourth of July
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

In addition, each employee will be given 1-personal floating day to use as needed. Personal day will not carry over to following year. Full-time, exempt employees required by their supervisors to work on a holiday shall be given the same amount of substitute time off as is worked, up to 8 hours substitute time off with pay on another date. Regular, part-time employees are eligible for holiday pay on a pro-rated basis. Holiday hours are considered hours worked for the purpose of compensatory time off for exempt employees and for overtime for non-exempt employees. An employee on unpaid leave on a designated holiday, or in a non-pay status on a scheduled workday immediately preceding or immediately following a designated holiday, shall not receive pay for the holiday. An employee on preapproved vacation leave on a designated holiday, or any type of paid leave, shall not have the holiday deducted from his or her leave time.

(b) Religious Observance: Employees desiring to observe religious holidays not coinciding with an officially designated City holiday may be given time off without pay, or may be authorized to use accrued vacation leave, a floating holiday, or compensatory time.

(c) Vacation: Upon hire, full-time, regular employees shall be given 40 hours of vacation

and will additionally commence to accrue paid vacation as follows: 7 hours each month if employed less than 1 year; 10 hours per month if employed 1 to, but less than 10 years. A full-time regular employee who has been employed more than 10 years shall receive 14 hours per month of vacation leave. Each regular employee will be eligible to use vacation hours after successfully completing a 90-day introductory period.

Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in advance by the supervisor or Department Head. On January 1st of each year accrued vacation time will be reviewed for each employee and any accrued vacation hours over 120 hours shall expire. Accrued vacation leave that has not expired will be paid out when an employee leaves service with the city up to 112 hours if an employee has been employed for at least six continuous months with the city. Supervisors shall keep the Department Heads and the Human Resources Director informed of their employees' planned vacation time off.

(d) Sick Leave: Full-time, regular employees shall commence to accrue paid sick leave at the rate of 4 hours per month upon full-time employment with the city. Sick leave may be taken as accrued when an employee is ill, to attend doctor/dentist appointments, or to care for a member of the employee's household. Employees unable to work because of unexpected illnesses shall notify their immediate supervisor as soon as reasonably possible. The City may require a physician's verifying statement for any illness that exceeds 3 working days within a two-week pay period, or in the event of excessive absences or absences of extraordinary duration. Sick leave may be carried over to subsequent fiscal years. Accrued sick leave will not be paid out when an employee leaves service with the city. Any employee who exhausts sick leave due to illness may substitute vacation leave or other appropriate paid leave during the time of the illness. Leave that is eligible for Family Medical Leave Act is governed by Section 5.07 of this Manual.

(e) Injury Leave: An employee injured on-the-job shall receive benefits as provided in the City's Workers' Compensation coverage. Nothing herein shall prevent an employee from using accumulated sick leave, vacation leave, or compensatory time off during an absence due to injury. An employee shall immediately report any injury incurred in the line of duty, however minor, to a supervisor, and take such first aid treatment as may be necessary. In the event of a job-related injury, a standard Workers' Compensation claim form must be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so.

(f) Compensatory Time: Salaried, exempt employees will receive compensatory time with pay at a rate of one hour comp time for every hour worked over 40 in a standard seven-day work period (**1:1**). Compensatory Time may be taken as accrued. Holiday hours are considered hours worked for purposes of compensatory time off. Compensatory time may be carried over to subsequent fiscal years. Compensatory

Time of more than 100 hours may not be carried over to the next fiscal year. The City may either: (1) recommend time off for the employee to use Compensatory Time off; or (2) shall exchange pay for Compensatory Time, at the City Administrator's discretion for payouts of 100 hours or less where the hours cannot be carried over and the employee does not take the hours as paid time off. The Mayor may approve an additional payout of 20 hours of compensatory time off. For payouts of over 120 hours not approved by the Mayor, the issue may only be approved by City Council. This section does not apply to compensatory time off earned in lieu of overtime for nonexempt employees.

(g) Civic Leave: Each January 1st each full-time, exempt and non-exempt, regular employees shall accrue 8 hours of paid leave toward satisfying civic activities, such as voting, and donating blood. New employees accrue the 8 hours of Civic Leave upon employment. Civic Leave may be taken as accrued. In addition, employees are provided paid civic leave for jury service. Employees granted civic leave for jury service shall retain all juror fees. Employees excused or released from jury service during working hours shall report to their work stations, unless otherwise instructed. Civic leave may not be carried over to subsequent fiscal years.

(h) Bereavement Leave: Bereavement leave shall be available to any full-time or part-time regular employee. Bereavement leave shall not exceed twenty-four work hours within sixty (60) days of the death of a family member or a member of the employee's household and shall be prorated for part-time regular employees. Bereavement Leave may be taken as accrued. Bereavement leave is available upon the death of an immediate family member or a member of the employee's household. Immediate family member includes children, spouse or partner, parent, grandparent, grandchild, or sibling, whether related by blood or marriage. A member of the employee's household includes any individual who resides with the employee. Bereavement leave is available for each death meeting the above criteria.

(i) Parental Leave: Each pregnant employee shall be treated the same as other similarly situated employees regarding requests for sick leave and for accommodations related to performing the essential functions of the job. Pregnant employees and employees with illnesses or disabilities arising from pregnancy or maternity shall be entitled to benefits on the same basis as employees with other types of illnesses or disabilities. The employee will be entitled to resume work following the end of the pregnancy when the employee is able to perform all job duties and has obtained a physician's release to return to duty. Parental Leave intended for the care of a child by a parent or guardian shall be handled as outlined in the Family and Medical Leave Act policy.

(j) Military Leave:

(1) The City complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), as amended. USERRA is a federal statute that protects employees who engage in military duty in the uniformed services. The exception to the "at-will" doctrine contained in USERRA applies only to this

section of the Personnel Manual regarding military leave.

(2) Military leave shall be approved leave for regular, full-time employees of the City who are members of the state military forces or members of the reserve components of the Armed Forces of the United States.

(3) The paid military leave period is measured as the fiscal year October 1 through September 30.

(4) Employees may elect to continue medical benefit coverage under COBRA for the duration of the military leave unless covered under the provisions of FMLA.

(5) All requests for leave should be accompanied by a copy of the order, directive, notice, or other documents requiring absence from scheduled work.

(6) An employee who is a member of the state military forces or a reserve component of the armed forces will be granted up to fifteen days of paid leave per fiscal year for days on which the employee is engaged in authorized training or duty ordered or authorized by the Texas military pursuant to Chapter 437 of the Government Code:

(1) All requests for leave must be accompanied by a copy of the order, directive, notice, or other document requiring absence from scheduled work.
(2) Leave pay will not be granted for hours before or after the regularly scheduled working hours or for overtime hours scheduled.
(3) No employee using Chapter 437 military leave will be discriminated against for use of this leave or lose any work benefit while using this leave.

(k) Administrative Leave: In circumstances not falling within other provisions of these policies, the City Administrator or Mayor may authorize an employee to take leave *without pay* under such terms and conditions as may be mutually agreeable. The City Administrator or Mayor may authorize an employee to take up to eighty (80) hours of leave with pay within a twelve-month period when it is in the best interest of the City and staff. Any request for administrative leave exceeding eighty (80) hours within a twelve-month period must be approved by the City Council.

(l) Unauthorized Absence: Employees who are absent from work without having provided notice, obtained a supervisor's approval, provided a legitimate excuse, or who fail to return from scheduled time off without notice, may be deemed to have abandoned their position. Abandonment of an employment position may lead to disciplinary action or the determination that the employee has resigned.

(m) Donation of Paid Time Off: One or more employee may donate accrued paid time off, including sick leave, vacation leave, or compensatory time off hours to another employee if: (1) the receiving employee has exhausted all paid time off or will exhaust

the paid time off during the expected leave time; (2) the receiving employee is requesting leave for a reason listed above where the employee would normally have paid time off but has exhausted the employee's paid leave; and (3) the supervisor of the receiving employee and the city administrator gives their approval. A receiving employee may not: (1) use donated time off for vacation leave; or (2) use donated time off for more than twelve (12) weeks in one twelve (12) month period.

(n) Partial Day Absences:

(1) Partial Day Absences of less than eight hours where an exempt employee, as defined in Section 2.02 of this Manual, is unavailable for work shall:

(a) be charged to accumulated time off such as vacation, compensatory time off, sick leave, or other paid leave as appropriate; or

(b) be taken as leave without pay if all paid leave is exhausted.

(2) An exempt employee requesting an absence of less than eight hours due to unavailability, and who has exhausted all paid leave, shall request approval of unpaid leave from the City Administrator or Mayor pursuant to Section 5.03(1) pursuant to this Manual or request Donation of Paid Leave under certain circumstances as defined in Section 5.03(n).

(3) Partial Day Absence leave is not required where the exempt employee is able to reach 40 or more hours in a 7-day work period and where such daily work periods are approved by the Department Head.

5.04 Retirement

The City participates in the Texas Municipal Retirement System (TMRS), through which retirement benefits are provided to each permanent employee who averages 1000 hours per year or more.

5.05 Training

The following educational opportunities are available, at the discretion of the Mayor and/or City Council, and subject to budget appropriations:

(a) Events: Employees are encouraged to attend professional conferences, seminars and workshops reasonably related to municipal activities.

(b) Memberships: The City may fund employee membership in professional development organizations. Membership activities must be related to the employee's position with the City. All memberships funded by the City must be approved by the City Administrator.

(c) Tuition Reimbursement: The City may reimburse employees for the cost of tuition for the employee's continuing education. The degree program must be related to the employee's position with the City and approved by the Mayor and City Administrator in advance. To be eligible for reimbursement, the program must be for: (1) certifications

or licenses that are directly related to the employee's core job duties; or
(2) course credit at a college or university accredited by the Texas Higher Education Coordinating Board. To be eligible for reimbursement, the employee must have received a grade of "B" or higher for that semester (or "pass" if the course is only offered "pass/fail"). The Mayor or City Administrator may approve up to three thousand dollars ($3,000) of tuition reimbursement per calendar year. Requests above three thousand dollars ($3,000) per year require approval by City Council. No minimum amount of tuition reimbursement is mandated or required by this policy but is solely at the discretion of the Mayor, City Administrator, and City Council. The approved written reimbursement agreement shall be attached to this Manual as Attachment "A".

(d) Travel Reimbursement: Employees may submit reasonable travel expenses related to educational events, professional conferences, seminars, classes, and workshops that are reasonably related to municipal activities in writing to the City Administrator. These expenses may be reimbursed by the City on a case-by-case basis and travel reimbursement may be given for events whether or not the tuition, seminar, or conference fee is paid for by the City or the Employee.

(e) Employee Reimbursement for Training or Tuition Costs: Each employee who receives training or accepts tuition for continuing education that costs more than $1000 for one class, event, or related travel expenses for such training or schooling shall sign a written reimbursement agreement that states that they will reimburse the City for the costs related to the training or schooling if the employee separates from the City within two years of the date of the training if a single day, or the last day of the training if a multi-day event, or from the last day of classes for classes reimbursed by the City.

5.06 Uniform Policy

(a) The City purchases uniform shirts, pants, shoes, and other clothing for certain employees of the City. The purchase of uniforms, amount, and type are set by the budget each year based on each department's budget. When an employee receives a uniform item from the City, the employee is responsible for keeping the item in good repair. If an employee purchases clothing, and the City pays for the logo, the employee may keep the clothing upon separation from employment. For items purchased by the City, the item must be returned to the City unless the item is released to the employee by the City Administrator.

(b) All uniforms bearing a city logo and purchased by the City are considered City property and must be relinquished to the supervisor upon the end of the employee's employment with the city. If items are not returned, the City may pursue reimbursement for the amount spent

on that employee's City-purchased uniforms. Each department head is responsible for maintaining a list of City-purchased uniforms or logoed items and providing that information to the finance department.

(c) Supervisors are expected to exercise reasonable diligence and to make a good faith effort to ensure the return of City-purchased uniforms upon termination of an employee. This includes keeping accurate records of what uniforms the City has purchased and who is in possession of each item. Such record shall be made available to the City Administrator and the finance department.

(d) No identifiable part of the uniform shall be worn while off duty and not involved in an activity directly related to one's employment and assignments with the City. The uniform may be worn while commuting to and from the workplace. It is a violation of this policy to wear the uniform while in private, employed elsewhere, or when self-employed doing outside employment.

5.07 Family And Medical Leave Act (FMLA)

(a) Definitions

(1) 12-Month Period: A rolling 12-month period measured backward from the date the leave is taken.
(2) 12-Month Service Member Period: A single 12-month period measured forward from the first day Service Member Family Leave is taken.
(3) Child: A biological, adopted, or foster child, a stepchild, a legal ward; or a child of a person standing in loco parentis, who is standing in the place of a parent, who is either under the age of 18 or age 18 or older and requires active assistance or supervision to provide daily self-care. A biological or legal relationship is necessary. A more detailed definition is provided in the Family and Medical Leave Act which is available from the Human Resources Director's office.
(4) Health Care Provider: A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services. A more expansive definition is provided in the Family and Medical Leave Act of 1993 which is available in the Human Resources Department.
(5) Next of Kin: The nearest blood relative of a Covered Service member.
(6) Parent: A biological or adoptive parent or an individual who stands or stood in the place of a parent to an employee when the employee was a child. This term does not include parents-in-law.
(7) Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves:

(A) Any period of incapacity or treatment that results in inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
(B) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

(C) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or 4) for prenatal care. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Restorative dental surgeries after an accident or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met.

(8) Spouse: A husband, wife, or domestic partner lawfully married to one other, as defined or recognized under state or federal law for purposes of marriage, including common law marriage.

(b) Policy

An employee may be eligible to take up to twelve (12) weeks of unpaid family and medical leave during a rolling twelve (12) month period. An eligible employee is one who has been employed with the City for at least twelve (12) months, and who has worked at least 1,250 hours during the twelve (12) months preceding the first date leave is to be taken. Leave can be taken for any of the following reasons: birth of a child, placement with the employee of a child for adoption or foster care; when the employee is needed to care for a child, spouse, domestic partner, or parent who has a serious health condition; or when the employee is unable to perform the essential functions of the position because of the employee's own serious health condition.

Generally, employees will be returned to the same or an equivalent position upon their return from FMLA leave. The City complies with all provisions of FMLA in its employment practices and makes available detailed explanations and instructions of FMLA benefits and procedures to all employees who fall within its provisions, should such circumstances arise.

(c) Conditions

All eligible employees shall be granted family or medical leave consisting of unpaid leave, and when requested and appropriate, accrued sick and/or vacation leave, for a combined total of up to twelve (12) weeks during the FMLA leave year for the following reasons:

(1) Family Leave: Any family leave must be taken within twelve months from the date of the birth or placement of a child for adoption or foster care.
(2) The birth and subsequent care of the employee's newborn child and in order to care for the child;
(3) The placement of a child with the employee for adoption or foster care, and to care for the child.

(d) Medical Care

(1) To care for a spouse or domestic partner, child, or parent who has a serious health condition;
(2) The employee is unable to perform the essential functions of their position due to the employee's own serious health condition;
(3) A "qualifying exigency" as a result of the employee's spouse, child, or parent who is a military member on covered active duty or called to covered active duty (or notified of an impending call to active duty), or in support of a contingency operation for covered members of a Reserve component, or
(4) To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the covered service member (military caregiver leave).
(5) Any other circumstance provided by the FMLA.
(A) Employees are entitled to 12 weeks of FMLA-protected leave for a qualifying reason.
(B) Employees are entitled to 26 weeks of leave if they qualify as military caregivers.

(e) Procedures

(1) Twelve-Month Period

The twelve (12) month period for counting family and medical leave is a "rolling" twelve (12) month period measured backward from the date an employee requests or is placed on FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks that has not been used during the immediately preceding 12 months, or 26 weeks provided in certain circumstances.

Employees are eligible to take medical leave intermittently or on a reduced leave schedule only when medically necessary. Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director and the City Administrator.

(2) Employee Request for Leave

An employee must give at least thirty (30) days' advance notice in writing for the need to take foreseeable family or medical leave for planned medical treatment, unless the need is unforeseeable, in which case, as much notice as is practicable should be given. The request must state the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave. When it is not practicable under the circumstances to provide thirty (30) days advance notice, the employee must give notice to the Human Resources Director as soon as possible but no later than two (2) business days after the employee learns of the need for the FMLA leave.

(3) Department Notification

Each Department Director is responsible for notifying the Human Resources Director and the City Administrator immediately when an employee is away from work for a family and medical leave qualifying event (if family and medical leave has not been approved), even if the employee is utilizing paid vacation, sick or personal leave, or is out due to a work-related injury. An employee using sick leave should be reported to the Human Resources Director or the Director's designee if it is anticipated that the duration of the illness will be three (3) or more days, or once the employee exceeds three (3) days.

(4) Human Resources Director Responsibility

Human Resources Director is responsible for the central administration of all requests for family and medical leave. The Human Resources Director reserves the right to automatically place an employee on family and medical leave if it is determined that a qualifying event has occurred. The Human Resources Director may retroactively designate the beginning date of FMLA to the beginning date of the employee's absence for the qualifying event.

(5) Approval

An employee shall submit a request for family and medical leave through proper channels to the Department Head who will then forward it to the Human Resources Director for approval. Confidential medical information that accompanies the application can be submitted directly to the Human Resources Director.

(6) Substitution of Paid Leave

An employee utilizing this policy for the placement of a child for adoption or foster care with the employee shall be required to exhaust all accrued vacation, parental, sick, and any other applicable paid leave prior to going on unpaid leave. An employee utilizing this policy for the serious illness of a child, spouse, or parent must exhaust all accrued sick leave, vacation leave, compensatory time off, and any other applicable paid leave prior to going on unpaid leave. If an employee gives birth to a child, sick leave can be utilized until the employee receives a release from the doctor. After being released, the employee may use additional sick leave if permitted in accordance with the sick leave policy. Once all applicable sick leave has been used, the employee shall be required to exhaust all accrued vacation, compensatory time, holiday leave, parental leave, and any other accrued paid leave, prior to going on unpaid leave. An employee utilizing this policy for the employee's own serious health condition shall exhaust all accrued sick leave, vacation leave and personal leave prior to going on unpaid leave. If an employee is off work due to a work-related injury and the employee qualifies for family and medical leave, it will run concurrently with any paid leave. The City reserves the right to count any paid leave that qualifies for family and medical leave toward the twelve (12) or twenty-six (26) weeks allowed under this policy.

If medical leave is requested, the employee may use accrued sick leave. After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave upon request of the employee. If family leave is requested, the employee may use paid parental leave, if applicable, compensatory time off, and accrued vacation leave. For the birth of the employee's child and in order to care for the child, the employee may use accrued sick leave.

In the event that the appropriate paid leave is exhausted, the remainder of the family or medical leave period will consist of unpaid leave. Family and Medical leave will run concurrently to accrued sick leave and / or vacation, personal or other leave used for FMLA leave purposes.

(7) Maximum Time Allowed

The maximum amount of family and medical leave available is twelve (12) weeks during a twelve (12) month period even if there is more than one family and medical leave qualifying event. The only exception to the twelve (12) week maximum is the leave to provide care of an injured service member, described below, which allows for an extended FMLA leave of 26 weeks.

(8) Medical Certification

The Human Resources Director may require satisfactory proof of the proper use of medical leave and may disallow the applicability of medical leave in the absence of such proof.

The City requires medical certification from a healthcare provider to support a claim for leave to care for a seriously ill child, spouse, or parent, or for the employee's own serious health condition. Medical certifications must be submitted to the Human Resources Director within fifteen (15) working days. Recertification may also be required every 30 days. An employee will be notified if recertification is required. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. For the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the position and expected duration. The City does not seek and should not be provided with genetic information. If an employee or applicant's genetic information is inadvertently received by the City; the City will return it to the healthcare provider and not use genetic information for any employment decision or action.

Failure to provide medical certification may result in a delay in the commencement or continuation of the FMLA leave. If a question arises whether an employee on FMLA is utilizing FMLA for reason(s) other than an FMLA-approved illness or injury, the City may take steps to verify the proper use of FMLA leave.

Upon returning to work after leave for the employee's own illness, an employee is required to provide certification to the supervisor that the employee is able to return to regular duties. If the validity of a certification is questioned, the City may require that a second opinion be obtained. If the first and second opinions differ, the City may require a third opinion be obtained. The employee and the City must agree upon a health care provider for the third opinion and this opinion shall be binding on both parties. The City shall bear the expense of second and third opinions.

(9) Return to Work

When an employee returns to work after Family and Medical Leave, the employee shall be restored to the same position or to an equivalent position involving the same or substantially similar duties and responsibilities. An employee will be restored to the same worksite or to a geographically proximate worksite. The employee is also entitled to return to the same shift or an equivalent schedule.

Employees eligible for Family and Medical Leave will generally be returned to their old position or to a position with equal pay, benefits, and other terms and conditions of employment. However, the City cannot guarantee that employees will be returned to their original jobs in all cases. The City will determine whether a position is an equivalent position.

This policy does not entitle any employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave. For example, if during an employee's approved leave, the employee is terminated for reasons unconnected with a legitimate leave, or the employee's position is eliminated through a reduction in force, the commitment to return the employee to a position with the City will cease at the time the employee is terminated or the position is eliminated. An employee on medical leave for five (5) consecutive working days or more for the employee's serious health condition, must provide a "Return-to-Work" release from the employee's health care provider before the employee will be permitted to return to work. The "Return-to-Work" release must state that the employee is able to resume work and must specifically reference that employee's job description and specific duties.

The City reserves the right to consult with the employee's health care provider for clarification on "Return to Work" releases or other FMLA documentation provided by the employee. An employee's failure and/or refusal to provide the necessary FMLA documentation and the periodic written updates as to the employee's FMLA status, as required by the FMLA and the City's policies, shall subject the employee to the possible cancellation of the leave, and other disciplinary action up to and including termination.

(10) Failure to Return to Work

Employees who do not return to work after using all Family or Medical Leave will be subject to disciplinary action up to and including termination unless additional leave has been requested, in writing, and approved by the City in accordance with the City's policies. Employees should submit a written request for an extension of leave to the Department Director. This written request should be made as soon as the employee knows that they will not be able to return to work on the originally declared return date.

(11) Continuation of Health Coverage Benefits

While utilizing unpaid Family and Medical Leave, an employee's health coverage benefits will continue without interruption as long as the employee pays their portion of the health coverage premiums. Health coverage premiums can be deducted from the paycheck before the leave begins, or during the leave, if the employee continues to receive pay (pre-tax), bi-weekly. While on unpaid FMLA, the City will continue to pay its portions of the premiums during the duration of the FMLA.

(12) Intermittent Leave

When medically necessary, an employee may take Family and Medical Leave on an intermittent basis or work a reduced schedule. Arrangements should be made with the employee's immediate supervisor so that the operations of the department are not unduly disrupted. An employee taking intermittent leave or leave on a reduced schedule may be temporarily assigned to an alternative position with equivalent pay and benefits if it better accommodates the needs of the department.

Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director and the Human Resources Director.

(13) Holidays

Holidays will be paid in accordance with the Holidays policy. City holidays will not be counted as part of the twelve (12) or twenty-six (26) weeks of Family and Medical Leave, whether the employee is on paid or unpaid leave.

(14) Texas Municipal Retirement System (TMRS)

Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is on leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting the City's Human Resources Director and completing the necessary paperwork. This arrangement is subject to approval by the City and TMRS.

(15) Recordkeeping

Family medical leave time will be tracked on an hourly basis for payroll and compliance purposes. To determine entitlement for employees who work variable

hours, the minimum hours required for eligibility is calculated on a pro-rata or proportional basis by averaging the weekly hours worked during the twelve (12) weeks prior to the start of family and medical leave.

(16) Military Family Leave Entitlement

Military Qualifying Exigency Leave: Employees who are otherwise eligible for FMLA and have a spouse, child, or parent on covered active duty (deployed to a foreign country) or called to covered active duty status in the National Guard or Reserves (deployment to a foreign country or in support of a contingency operation) may use their 12-week unpaid, job-protected leave to address certain qualifying exigencies including eligible: short-notice deployments; attendance at military events and related activities; childcare and school activities; addressing financial and legal arrangements; attending counseling sessions; attending post-deployment activities; up to 15 days of rest and recuperation; and parental care.

Military Caregiver Leave: Employees who are the spouse, parent, child, or next of kin of a service member who incurred a serious injury or illness while on active duty in the Armed Forces and is undergoing medical treatment, recuperation, or therapy, may take up to 26 weeks of leave to care for the injured service member in a single 12-month period. The covered service member must be a current member or eligible veteran of the Armed Forces (including a member of the National Guard or Reserves) with a serious injury or illness incurred in, or aggravated by, service in the line of duty on active duty that may render the service member medically unfit to perform their duties.

SECTION 6: WORKPLACE CONDUCT

6.01 Standard Work Period

The 7-day work period begins each Monday at 12:01 a.m. and ends each following Sunday at 12:00 a.m.

6.02 Business Hours

Normal business hours are 8:00 am to 5:00 pm.

6.03 Place of Business

The normal place of business for City employees is the City Hall, except that, certain employees have an alternate place of business as assigned by their supervisor or department head, including but not limited to the Dripping Springs Ranch Park, Ranch House, Development Services, and South Regional Wastewater Treatment Plant. Other work locations may be designated by the Mayor, City Administrator, or Department Head at their discretion.

6.04 Telecommuting

(a) Introduction: The ability to work remotely at the City of Dripping Springs is role-based. Some, but not all job positions, allow for telecommuting. The City Administrator, at the Administrator's discretion, may provide certain employees with the option to work remotely at an offsite location, including the employee's personal residence, if the employee meets the eligibility criteria, expectations, and responsibilities outlined in this Policy. Ultimately, working remotely is a voluntary privilege, not a right nor a term of employment.

(b) Scope: This Policy applies to all City of Dripping Springs Employees and is to be implemented by the Human Resources Director. Direct Supervisors, Directors, or Deputy City Administrators may request exceptions from the policy from the City Administrator for themselves or for an employee.

(c) Purpose and Objectives: The City of Drippings Springs Telecommuting Policy is intended to provide employees general expectations and criteria they must meet to telework. This Policy also provides the requirements for Direct Supervisors to monitor employee performance and ensure productivity.

The City's Telecommuting Policy objectives are to:

(1) Improve overall productivity of the city.

(2) Increase employee productivity.

(3) Make optimal use of City facilities and equipment.

(4) Improve employee recruitment and retention.

(d) General Expectations and ~~Eligbility~~Eligibility Criteria: Teleworking is optional and employees can choose to stop working from a telecommuting location and return to the office at any time. To be eligible to telecommute, employees must have completed at least 90 days of continuous employment with the City including a satisfactory 90-day review prior to applying for telecommuting. Regardless of whether the work site is an official City office or a telecommuting location, all employees must adhere to the policies outlined in the City's Personnel Manual, including those related to the use of technology.

Employees are responsible for maintaining the confidentiality of all work and minimizing distractions at the work site. If the expected levels of productivity, quality, and performance are not maintained, the City Administrator may revoke the Telecommute Agreement, and the City also reserves the right to terminate the Employee's participation in Teleworking at any time.

Eligibility Criteria:

(1) All Employees must be appropriately trained on City equipment and programs and be working productively to be considered for telecommuting.

(2) All employees must comply with all their requirements as defined by their Job Description.

(3) Employees must agree and adhere to all City policies and procedures defined in the

Personnel Manual, including properly maintaining government records and wearing appropriate attire for online meetings, just as they do in a City office location.

(4) Employees are responsible for promptly updating the Telecommute Agreement to reflect any changes.

(5) The Telecommute Agreement may be revoked or amended by the employee's Direct Supervisor, Deputy City Administrator, or City Administrator. Reasons for revocation include, but are not limited to, performance issues, change in job responsibilities, or job duties can no longer be performed remotely.

(6) In the event the employee fails to meet all requirements in the Telecommute Agreement, or when it is in the City's best interest, the employee will be required to report back to work at a City office location.

(7) The workspace the employee will be using when working remotely must be free of any hazards and conducive to working productively, not interfere with assigned job responsibilities, (such as communicating orally with coworkers and the public), and allow work to be performed while maintaining confidentiality.

(e) Employee Responsibilities: Direct Supervisors will monitor productivity and effectiveness and raise concerns as soon as possible, implement adjustments, and reassess or notify the employee to return to their regularly designated City office location should telecommuting prove ineffective for that employee or position.

Employees must:

(1) Maintain a level of productivity when telecommuting that is equal to or higher than when working in the office.

(2) Maintain regular contact with their Direct Supervisor during the employee's regular working hours.

(3) Use City issued computer equipment with appropriate VPN access to stay logged into the City's network during regular working hours.

(4) Monitor City Issued cellphone or communications equipment regularly during regular working hours.

(5) Protect any confidential information accessed from view by other individuals present when telecommuting.

(6) Be prepared to return to the regularly designated City office location as directed after notification by the City Administrator.

(7) Follow any other requirements specific to the employee's position as communicated by the employee's Direct Supervisor and/or Deputy City Administrator and City Administrator.

(8) Limit personal incidental use of City technology according to the City Technology Use policy and Acceptable Use Policy.

(9) Ensure distractions are kept to a minimum while teleworking and do not interfere with job duties and responsibilities. This includes ensuring appropriate dependent care, personal responsibilities are managed, limiting background noise, preventing interruptions, etc.

(10) Notify their Direct Supervisor immediately of any situation which interferes with their ability to perform their duties.

(f) Remote Work Location: The Employee's primary remote work site must be documented in the City of Dripping Springs Telecommute Agreement Form. Employees must work at their regularly designated City office location or other approved location when not at the remote work site.

(g) Employee Work Hours and Days:

(1) Telecommuting does not change the amount of time an employee is expected to work.

(2) Direct Supervisors or Deputy City Administrators must ensure each department has adequate in-person coverage for effective handling of the business needs of the City at office locations during the normal business hours, which are Monday through Friday from 8:00am to 5:00pm.

(3) An employee will be approved to telecommute on specific days only. Specific telecommuting days must be agreed upon by the City Administrator and the employee's Direct Supervisor and must stay consistent. Any changes to these days must receive City Administrator approval. Holidays do not change approved telecommute days.

(4) The number of days permitted to telecommute may range from none to a maximum of two (2) days per week depending on work responsibilities and assignments.

(5) Unless the employee is approved for an alternate work schedule, telecommuting work hours must be within the City's normal business hours of 8am to 5pm.

(6) A telecommuting employee should be prepared to report to the designated City office location as directed by the City Administrator. Examples of when an employee could be required to report in person include, but are not limited to, training, staff meetings, special projects, City events, and in-person interaction with coworkers and the public.

(7) If vacation, compensatory or sick days are taken in a week, operations need to be considered whether or not remote day or days should be skipped.

(8) Telecommuting does not include approve off-site activities including training, emergency management activities, travel within the City due to normal job duties, or other activities that require an employee be off-site due to City needs.

(h) Telecommuting Employee Availability Requirements:

(1) Telecommuting Employees must be available for communication just as promptly as they would if they are working at their regularly designated City office location. This includes using email, Microsoft Teams, Ring Central, or City issued cellphone.

(2) Telecommuting Employees must provide internet connectivity at their own expense.

(3) Telecommuting Employees must attend all required virtual meetings, conference calls, and video chats.

(4) Telecommuting Employees may be required to use the web camera on their City-issued laptop for video calls when directed by their Direct Supervisor, Deputy City Administrator, or City Administrator.

(5) Telecommuting Employees must attend in-person meetings when directed by their Direct Supervisor, their Deputy City Administrator, or City Administrator.

(i) Work Assignments and Productivity Measurements:

(1) Employees must be at least as productive when working remotely as they would be at their designated City office location.

(2) Employees must comply with all requirements in the Job Description, Personnel Manual, and any Direct Supervisor direction.

(3) Direct Supervisors will provide assignments and establish productivity standards just as they would if the employee were working at their regularly designated City office location. Deputy City Administrators or City Administrator may delegate work assignments and productivity measures to subordinate levels of management.

(4) Work quality must not suffer due to the employee's remote work location.

(5) Direct Supervisors will evaluate work completed by the employee to ensure timely completion of work.

(6) The Direct Supervisor will address decreased work productivity by the employee.

(7) The Direct Supervisor will review the employees' telework schedule annually in coordination with their annual Employee Performance Evaluation.

(8) Any deviation from the standards set for each above item could result in a loss of approval for teleworking.

(j) Use of Leave: The City of Dripping Springs policies and procedures for using leave must be followed by telecommuting employees in the same manner as when working at their regularly designated City office location. If an employee is sick while telecommuting, the employee must report hours worked and use sick leave for hours not worked. If an employee becomes otherwise engaged during the employee's work hours, the employee must report hours worked and use other appropriate paid leave for hours not worked. An employee may not work remotely two consecutive business days. In addition, if an employee has time off scheduled in the same week as a scheduled remote day, the employee shall coordinate their remote work so that the employee does not miss in office time on two full consecutive business days.

(k) Equipment, Software, and Supplies: The City of Dripping Springs will only provide necessary hardware and software for telecommuting employees to perform their job. Employees must follow all City computer security policies in the Personnel Manual and any other computer security policies, user acknowledgments, or licenses applicable to certain applications, programs, or systems. The Employee is responsible for protecting all City-owned equipment from theft, access, tampering, and other physical hazards. If equipment is stolen, damaged, or destroyed, the employee shall notify the City Administrator in writing immediately.

Use of internet and wireless connections should be carefully monitored to ensure security of city resources and information. Use of Technology may only done in compliance with Section 7.07 Acceptable Use Policy. Questions related to the security of networks may be directed to the IT Director.

Employees should obtain needed work supplies from the designated locations during in-office workdays. Employees will not be reimbursed for materials and supplies they purchase unless preapproved by their Direct Supervisor.

The City is not responsible or liable for:

(1) Damages to an employee's real or personal property.

(2) Operating costs, including cable or internet charges, home maintenance, personal telephone lines, private insurance, or any other incidental costs associated with telecommuting or the Employee's remote worksite.

(3) Any injuries or property damage to personal vehicle while commuting between remote work location(s) and city work locations.

(l) Telecommuting Requests: Employees who wish to telecommute must discuss their interest with their Direct Supervisor and submit a request for approval by completing the City of Dripping Springs Telecommute Agreement Form. The Direct Supervisor shall forward the Form to the Human Resources Director if the Direct Supervisor supports the request.

The Human Resources Director will:

(1) Evaluate the employee's assignment to ensure compliance with the Telework policy and established criteria.

(2) Determine what the impact would be on the City if the employee were approved to telecommute.

(3) Evaluate whether the work history of the employee reflects an ability to work effectively in an independent capacity and an ability to comply with all telecommuting policies.

(4) Make a recommendation for approval or disapproval and discuss if needed with the chain of command.

(5) Route approved and denied requests to the City Administrator for final approval.

The City Administrator may choose to consider exceptions to the policy in certain circumstances, including situational telecommuting or emergency teleworking.

~~**(a)** Employees may be allowed to occasionally work from remote locations, with the prior consent of the Mayor or City Administrator as an additional benefit to the employee. The City Administrator may also designate certain employees for regular telecommuting schedules. A telecommuting schedule is a privilege. The request to telecommute is not guaranteed for any employee and may be modified, restricted, or removed at any time by the City Administrator or Mayor.~~

~~All telecommuting employees shall make themselves available on a set schedule including being available at their city owned cellphone during work hours, if any, or having their phone extension forwarded to their cellphone while telecommuting. The employee shall also maintain access to electronic mail at all times while telecommuting. Employee shall be available for virtual meetings while telecommuting. Any employee who is unable to maintain phone, electronic mail access, and for virtual meetings during their telecommuting time shall not be eligible for telecommuting and may also be required to take leave if they are unavailable during their work hours for any reason. Telecommuting is not to be used in lieu of paid or unpaid leave.~~

~~Considerations for telecommuting shall include: (1) department availability at City Hall;~~

~~(2) availability of telecommuting employee; (3) productivity of telecommuting employee; and (4) in person meeting requirements for telecommuting employee. Each employee is required to notify the employee's supervisor immediately if any situation arises that will affect the employee's ability to work while telecommuting.~~

~~Any telecommuting employee shall develop a written plan with the employee's supervisor upon request for telecommuting. Quarterly review of each telecommuting employee's performance while telecommuting will be done upon approval of the employee's telecommuting plan.~~

6.05 Accidents & Safety

All accidents and incidents shall be promptly reported to the City Administrator and Human Resources Director, when appropriate, investigated, reviewed, and analyzed to identify contributing factors and causes to prevent recurrence. The City may provide written policy guidance on safety measures for specific positions and/or equipment. Each accident or incident shall be documented in writing with an incident report. Workers compensation procedures should be followed as appropriate.

6.06 Professional Appearance

All employees are required to wear appropriate attire while on-duty and/or at City Hall, Dripping Springs Ranch Park, Development Services, Ranch House, the Wastewater Treatment Plant, and at other city parks and facilities. Department heads may require that certain staff wear City of Dripping Springs clothing or other specialized apparel. If this is required, the City will provide access to such clothing. Please see the Uniform Policy for additional information. Employees are also required to engage in routine grooming and hygiene practices that are conducive to the workplace. Hair, jewelry, and wardrobe choices must be appropriate for the employee's interactions with members of the public and suitable to satisfy the City's legitimate job safety concerns.

6.07 Privacy

Employees shall have no reasonable expectation of privacy in their workspaces or on their computers. All City computers, phones, offices, lockers, cabinets, vehicles, and furnishings are subject to use and search by other City officials and employees.

6.08 Smoking

All City buildings and facilities are non-smoking areas.

6.09 Pets

Pets are not permitted in City office facilities. This restriction includes City common areas, meeting rooms, and individual offices. Facilities include Development Services, Dripping Springs Ranch Park, City Hall, Wastewater Treatment Plants and other indoor city office facilities. This prohibition is applicable to all City employees, contractors, and visitors.

Limited exceptions may be made under specific circumstances:

Service Animals
(a) Service Animals that are required for an employee's disability, in accordance with the Americans with Disabilities Act and applicable laws. Employees are encouraged to notify the Human Resources Director in advance if accompanied by a service animal to facilitate any necessary accommodation.

City Events
(b) Pets may be permitted at City-Sponsored events held at the workplace, subject to prior approval from the City Administrator and adherence to specific guidelines provided for the event.

Public Parks
Pets are allowed at public parks subject to park rules.

Approval from the City Administrator is required for any other exceptions.

6.10 Drug/Alcohol-Free Workplace

(a) No employee may consume, or be under the influence of, alcohol or illegal drugs while at City facilities or on duty, unless at an event at a City facility while off duty. Exceptions include medication prescribed by a licensed physician when used as prescribed.

(b) No employee may manufacture, distribute, dispense, possess, sell, purchase, or use a controlled substance on City property or while on duty.

(c) All City buildings and facilities are to remain drug and alcohol free except where a rental of a city facility or park is entered into and adequate insurance is provided. The Mayor and/or City Council may allow certain exceptions for alcohol served at specified official social functions.

(d) Post-accident testing may be conducted following any accident in which violations of safety procedures occur, resulting in either property damage or personal injury caused by an employee. Post-accident testing may be conducted following any accident involving personal injury and the operation of a City vehicle or heavy machinery if evidence exists that the employee caused the accident. Individuals to be tested in a post-accident situation shall include any individual directly involved in an accident whose order, action, or failure to act is determined to be, or cannot be ruled out as, a causative factor in the events leading to or causing such accident.

(e) Commercial Driver Employees and Applicants

(1) Employees

(A) As required by federal law and for the purposes of this Policy, the term "commercial driver" includes any employee who operates or may be required to operate a commercial motor vehicle requiring a commercial driver's license as defined by 49 C.F.R. § 383.23. This includes temporary, part-time,

probationary, and regular employees who operate a commercial motor vehicle only occasionally, intermittently or during an emergency.

(B) All Commercial Driver employees will be subject to alcohol and drug testing. All employees who apply for transfer to a position, which requires or could require that the employee operate a commercial motor vehicle will be subject to preemployment testing before being transferred.

(2) Applicants

All applicants who apply for positions which require or could require operation of a commercial motor vehicle will be subject to pre-employment alcohol and drug testing. Employee applicants who are not otherwise covered by this Policy who apply for or are to be promoted or are transferred or assigned into a position which requires operation of a commercial motor vehicle will be subject to pre-employment testing the same as any other applicant.

(3) Prohibitions

Each covered employee is required to comply with the provisions of federal law, which include the following prohibitions:

(A) No commercial driver shall report for duty or remain on duty to perform a safety- sensitive function while having an alcohol concentration of 0.04 or greater.

(B) No commercial driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol or any product containing alcohol.

(C) No commercial driver shall use alcohol while performing safety-sensitive functions.

(D) No commercial driver shall perform safety-sensitive functions within four hours after using alcohol, regardless of the driver's actual alcohol concentration.

(E) No commercial driver shall refuse to submit to any alcohol or controlled substance test required under the law.

(F) (G) No commercial driver shall report for duty or remain on duty to perform a safety- sensitive function if the driver uses any controlled substances, except when the controlled substance is used pursuant to the instructions of a physician and the physician has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

(G) (H) No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(H) Each driver shall report the use of any medication that may affect their ability to perform commercial driving.

(I) Each driver who parks any vehicle, city or personal, shall only park in designated parking spaces unless loading or unloading.

6.11 Violence & Weapons

(a) The City is committed to maintaining a workplace free from threats and acts of

intimidation and violence. All reported incidents will be investigated. Any act of intimidation, threat of violence, or act of violence committed against any person on City property or while performing City business is prohibited. "Intimidation" includes any physical or verbal act toward another person, the result of which is that the person reasonably fears for the person's safety or the safety of others. A "threat of violence" is a physical or verbal act which threatens bodily harm to another person or damage to the property of another. An "act of violence" is any physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.

(b) No person shall possess or have control of any firearm, deadly weapon, or prohibited knife while in City Hall, City vehicle or designated City office, except as required in the lawful course of business or as authorized by law enforcement. Except that, an employee may keep a firearm locked in his or her vehicle in the parking areas of the city.

(c) Any City employee who is the subject of, or a witness to, a suspected violation of this standard should report the violation to a supervisor or person in authority who is not involved in the conduct. Any supervisor or person in authority who receives a report of a suspected violation of this standard shall document the incident and notify an appropriate City official. Any emergency, perceived emergency, or suspected criminal conduct shall be immediately reported to law enforcement. Sexual violence is also criminal conduct and shall be immediately reported.

(d) Any City employee found to be in violation of this standard may be subject to criminal prosecution as well as discipline up to and including dismissal.

6.12 Supplemental Employment

No full-time or part-time, regular employee may engage in outside employment without the written consent of the Mayor or City Administrator. No equipment or supplies belonging to the City may be used by employees for supplemental employment. An employee shall not engage in outside employment, including self-employment, where such activity would constitute a conflict of interest or adversely affect the employee's performance in City service. If an employee's outside employment begins to interfere with the effective performance of assigned City duties, the employee shall be required to terminate the outside employment or to resign from City service.

6.13 Political Activity

(a) When on duty or in City uniform, an employee of the City may not engage in any political activity relating to a campaign for any elective public office. No employee of the City shall, while on duty or in uniform, make, solicit, or receive any contribution to the campaign funds of any party, interest group or candidate for use in any City election. No employee shall participate in any political activity or campaign for, or with respect to, any candidate in a City Election, including on social media. No city employee will be disciplined for running for city or other office but may be forced to resign if elected, pursuant to state office holding laws. When not on duty and not in a uniform of the City, an employee may engage in political activity respective to governments and entities

other than the City. An employee may not use the fact of their City employment to solicit campaign contributions for a candidate.

(b) An employee who is considering becoming a candidate for mayor or city council is hereby informed that election to such office would constitute a resignation from the City service on the day the individual, if elected, takes the oath of office. An employee is encouraged to advise the Mayor in writing prior to announcing candidacy for election or appointment to any public office.

6.14 Telephone Usage

City telephones are primarily for use in conducting City business. Personal calls shall be limited so as not to interfere with City business.

6.15 Media Relations

All media inquiries shall be directed to the People & Communications Director who will coordinate responses. The officially-designated spokespersons for the City are the Mayor, City Administrator, Deputy City Administrators, People & Communications Director, and City Attorney. Other city officials or employees may be authorized or designated to communicate with the media on the City's behalf by the Mayor, City Council, City Administrator or People & Communications Director.

6.16 Privacy

Employees do not have a reasonable expectation of privacy in storage devices provided by the City or located on City property, including but not limited to offices, desks, toolboxes, vehicles, and closets.

6.17 Performance Evaluation

The work performance of each permanent employee shall be evaluated annually. Evaluations for employees on probation shall be conducted upon completion of the probationary period of 90 days. Additional evaluations may be conducted if warranted, as determined by the City Administrator. Evaluations shall be recorded in writing on forms approved by the City Administrator. A copy of such evaluation shall be provided to the employee to whom they relate, and a duplicate copy shall be provided to the Human Resources Director for placement in the employee's permanent personnel file.

6.18 Supervisors

Each employee's direct supervisor shall be set by the ordinances, job descriptions, and contracts adopted by the city council. Authority to terminate resides with the City Administrator unless the employee is hired by City Council pursuant to state law or this Manual. The city council is the final termination authority for City Administrator, Deputy City Administrators, City Secretary, City Attorney, Parks and Community Services Director, City Treasurer/Finance Director, Maintenance Director, People & Communications Director, Human Resources Director, Building Official, Director of Emergency Preparedness and Homeland Security, and others designated by City Council. The City Administrator, in consultation with the employee's supervisor and the City

Attorney, and Human Resources Director, is the final termination authority for all other employees unless otherwise designated by state law or city council. Employees who are terminated may appeal their termination in the same manner as other grievances as described in Section 12.03.

6.19 Ethical Considerations

All City employees have a responsibility to the people of Dripping Springs in the performance of your official duties. Every employee should act fairly and honestly and should avoid conflicts of interest and creating the appearance of impropriety.

A City employee should not:

(a) divulge confidential City information to unauthorized persons;

(b) accept or solicit any gift, favor, or service that might reasonably tend to influence the officer or employee in the discharge of official duties or that the officer or employee knows or should know is being offered with the intent to influence the officer's or employee's official conduct;

(c) accept other employment or engage in a business or professional activity that the officer or employee might reasonably expect would require or induce the officer or employee to disclose confidential information acquired by reason of the official position;

(d) accept other employment or compensation that could reasonably be expected to impair the officer's or employee's independence of judgment in the performance of the officer's or employee's official duties;

(e) make personal investments that could reasonably be expected to create a substantial conflict between the officer's or employee's private interest and the public interest; or

(f) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the officer's or employee's official powers or performed the officer's or employee's official duties in favor of another.

Violation of these ethical guidelines is grounds for disciplinary action, up to and including termination.

6.20 Nursing Mother Breaks

(a) The City of Dripping Springs supports the practice of expressing breast milk by employees;

(b) The City shall make reasonable accommodations for the needs of employees who express breast milk including:

(1) providing a reasonable amount of break time for an employee to express breast milk each time the employee has the need to express the milk;

(2) providing a place, other than a bathroom, that is shielded from view and free from

intrusion where the employee can express breast milk;

(c) The City will not discipline or discriminate against an employee because the employee has used her right to express breast milk under this policy.

(d) Any employee wishing to use this break time and area needs to inform the City as soon as possible so the City may make adequate reasonable accommodations.

6.21 Key Control Policy

Each employee employed shall be given access through a key system subject to a Key Control Policy adopted by the City and enforced by the City Administrator.

Each employee who is given a key shall be required to sign a Key Control Policy and:

(1) shall not give or loan the key to others;
(2) shall not make any attempts to copy, alter, duplicate, or reproduce the key;
(3) shall use the key for authorized purposes only;
(4) shall safeguard and store the key securely;
(5) shall immediately report any lost or stolen keys; and
(6) shall produce or surrender the key upon official request.

If a key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks and keys affected may be assessed to the employee. Misuse of City Equipment including City keys may result in discipline up to and including discharge pursuant to Section 12.02 of this Personnel Manual. Additional requirements related to Key Control may be approved and enforced by the City Administrator or Mayor. The Key Control Policy shall be attached to this Manual as Attachment "B".

6.22 City Hall and Facility Closure Policy

(a) The City Administrator shall determine when City Hall or other City facility is closed due to inclement weather, natural disaster, or other health or safety threat pursuant to city policy. The decision will be based on consultation with the Mayor, the Director of Emergency Preparedness and Homeland Security, and Hays County.

(b) The City Administrator shall determine which Parks are closed due to inclement weather, natural disaster, or other health and safety threat. The decision will be based on consultation with the Parks and Community Services Director, Dripping Springs Ranch Park Event Center Manager, the Mayor, the Director of Emergency Preparedness and Homeland Security, and Hays County.

(c) Unless an employee is personally notified by the employee's supervisor, or their designee, the employee is required to work remotely or that the employee is not to report to the employee's designated work site, an employee is expected to report to work. Each Department Head will determine whether employees in each Department shall be required to report to work. Any Employee who is not released from work by their supervisor or designee, shall report to work. Those who are released from work are required to work remotely if feasible. The City Administrator or Supervisor may

assign specific duties that may be performed from home. Any hours worked during a closure shall be treated as regular hours worked. Any Employee who is released from work during their normal work schedule may be eligible for paid leave under the Administrative Leave Policy. Administrative paid leave given during a full or partial city closure will solely be used to make up any time an Employee could not work due to the city closure. (For example, if an Employee is released from work for an eight-hour day, but works four hours at home, that Employee shall be paid for a regular eight-hour day, four hours actually work and four hours administrative paid time off if approved).

(d) In the event inclement weather, natural disaster, or other health or safety threat makes travel to work from home unsafe or impossible for an Employee, absence from work will be considered an excused absence if the Employee provides the required notification to the Employee's Supervisor or Department Head. Work from home will be considered hours worked and shall not be deducted from paid time off. The Employee may apply for administrative leave, with or without pay, or may use vacation time or compensatory time off if Employee has accrued compensatory time off. If additional time is needed for a commute due to inclement weather, natural disaster, or other health or safety threat, the additional time may be considered hours worked if approved by the City Administrator.

6.23 General Conduct

(a) The attitude and conduct of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City. This includes providing courteous and respectful service to the public and to city employees.

(b) Attendance is an essential function of each position at the City of Dripping Springs. Unsatisfactory attendance is not allowed. It is exemplified by, but not limited to the following violations:

(1) unexcused absence or tardiness;

(2) failure to give notice of an absence or tardiness to the supervisor at least two (2) hours before starting time, or such other time as designated in a written policy established by the department head/director when possible;

(3) failure to return to work after any authorized leave of absence;

(4) absence or tardiness that causes significant curtailment or disruption of service without sufficient justification; or

(5) leaving working prior to the end of your work day unless authorized by your supervisor.

6.24 Use of City Vehicles

(a) City vehicles are furnished for official city business and may not be used for personal use unless approved by their Department Head or City Administrator, or their designee.

(b) The misuse of city vehicles/equipment shall be considered a serious offense subject to corrective action up to and including dismissal.

(c) All employees authorized to operate city vehicles and motorized equipment are

covered by this section.

(d) City Administration is responsible for conducting Motor Vehicle Records (MVR) checks on all current employees who drive city vehicles or may operate a personal vehicle for official city business. The purpose of this check is to verify they have a valid State of Texas driver license without restrictions and are insurable under the city's motor vehicle insurance policy. Annual verification of drivers license for employees who drive as part of their employment shall be required.

(e) Accident Reporting.

(1) The operator of a city vehicle or personal vehicle on official city business shall take the following actions when involved in an accident:

(A) Render aid if possible and necessary.
(B) Call Law Enforcement.
(C) Make a record of the make, model, and license number of vehicles involved.
(D) When possible, take pictures of the vehicles and license plates of the involved vehicles as well as the area of the accident. Complete a vehicle/equipment damage report.
(E) Be courteous, but do not make or sign statements for anyone except the police.
(F) Do not offer promises on behalf of the city.
(G) Notify your supervisor as soon as possible.

(f) An employee of the city involved as a driver of the city vehicle or personal vehicle on official city business involved in a preventable accident may be required to undergo a driving evaluation.

(g) Operations.

(1) It is the employee's responsibility to ensure that they possess and maintain a current, valid, and appropriate operator license for the type of vehicle or equipment being operated.

(2) It is a violation for a city employee to violate the rules of the road, speed limits, traffic requirements, or any parking requirements while driving a city vehicle or driving a personal vehicle on city business.

(3) Employees are responsible for reporting the routine condition and maintenance of assigned vehicles or equipment. All employees with knowledge of a defect in a city vehicle or equipment must make a written report of the defect to the Maintenance Director prior to operating the vehicle or equipment, or upon becoming aware of the defect.

(4) Employees who know a defect exists in a vehicle or equipment that affects the safety of its operation must take the vehicle out of service and not operate the vehicle or equipment until it is properly placed back in service by the designated member.

(5) Employees must inform their supervisor when they are involved in a vehicular accident, convicted of a moving violation, DWI, DUI, or any other crime on or off the job that would impact the employee's ability to operate a city-owned vehicle or equipment.

(6) An employee must notify their supervisor immediately whenever their driver license/CDL is temporarily or permanently suspended.

(7) Should a driver receive a traffic citation while operating a city vehicle or a personal vehicle on city business, they must notify their supervisor within 24 hours, excluding holidays and weekends.

(8) An employee, who, as an operator of a city or personal vehicle or equipment, experiences a number of preventable accidents or is found to have an excessive number of moving or parking violations, may be subject to an evaluation of their ability to continue driving for the city and may be permanently prohibited from operating vehicles or equipment for official city business.

(9) Involvement in a preventable accident may be considered an offense requiring corrective action.

(10) The need for corrective action, and its extent, will be based on the driving requirements, driving record, accident-causing factors, frequency of accidents, and the driver's negligence.

(11) Drivers found to be driving city vehicles, or personal vehicles on city-related business, under the influence of alcohol, controlled substances, or illegal drugs will be subject to immediate dismissal.

6.25 In-City Training

The City provides in-house training opportunities to its staff in order to educate employees on important topics and follow state and federal law requirements. Cybersecurity and FEMA safety training is required for all new employees and on an annual basis. In addition, training on harassment and ethics rules will be required annually. Open government, fraud and other training will be required as applicable.

SECTION 7: TECHNOLOGY USE POLICY

7.01 No Right to Use City Computers or Phones

Use of City computers to access the internet or electronic mail (i.e., "email") is a privilege not a right. The City provides computers and internet / email access for the express purpose of conducting City business and performing municipal tasks.

7.02 Primary Purpose

City computers and phones, including city-issued mobile phones and radios, are to be used primarily for conducting City business. City technology is not intended to be used for conducting personal business. Incidental and infrequent personal use of City technology and City internet / email access is allowable provided that it does not hinder or interfere with conducing City business. Limited personal use of City internet or personal email accounts is best conducted while on break.

7.03 No Privacy Expectation

City officers and employees have no reasonable expectation of privacy on City computers, phones, radios, internet, or email. The City has the right to view and inspect all City computers, phones, and radios including information accessed, downloaded, viewed, sent, or received over the internet or by email. Much of the information generated by or stored on City technology or obtained through City internet or email access is public information

that is required to be catalogued under the Texas Records Retention Act, and subject to mandatory disclosure under the Texas Public Information Act, or other law. Use of City computers, phones, radios, and internet or email accounts constitutes consent by the City officer or employee for City inspection of those computers and internet or email accounts, and data transmitted thereon.

7.04 City Email Accounts

All City employees are required to use their City-issued email accounts to conduct City business. Employees are prohibited from using their personal email accounts to conduct City business. When corresponding about City business via email, all City personnel must include the City's standardized email stationery and signature within the emailed message. If an employee receives a city email at a private email address, the employee should immediately forward the email to his or her city email address for storage.

7.05 Prohibitions

No officer or employee may:

(a) Download any software or program onto City computers or phones without the express written authorization of the City Administrator and city IT Director. No employee may have TikTok on any city device including computers, tablets, and mobile phones.

(b) Use City computers, phones, radios, City-funded internet / email accounts, or any other communication device on which City business occurs or is funded by the City:

(1) in a manner that neglects the officer or employee's assigned duties or interferes in City operations;
(2) to participate in on-line chat rooms, unless those chat rooms are sponsored by legitimate professional organizations relevant to municipal government, and such participation is approved in advance by the Mayor or City Administrator;
(3) to invite an employee on a date or make sexual propositions of employees;
(4) to harass or otherwise interfere with a City employee. This prohibition includes but is not limited to harassment stemming from an employee's race, ethnicity, color, sex, age, or marital status;
(5) to send or distribute off-color jokes, articles or stories that are lewd and that a reasonable person would find to be offensive;
(6) to send or distribute worms, malware, or viruses;
(7) to send threatening messages to any other person or institution;
(8) use City computers or City-funded internet / email accounts to view, download, or distribute pornographic material, including obscene images or text;
(9) to disclose, release, or otherwise transmit confidential or privileged information belonging to the City without the express permission of the Mayor or City Administrator;
(10) to store personal information (i.e., that information not directly related to City business). Officers and employees shall regularly remove any personal data (i.e., that which is not prepared for or by the City for conducting City business) from City computers and internet / email accounts;
(11) to delete or remove programs installed by the City or delete data prepared by or for the City that is related to City business;

(12) to operate a private business, do work for another employer, or conduct political campaigns. This prohibition does not apply to the preparation and generation of election notices and related documents required by law; or
(13) to violate another person's privacy, perform an illicit act, or commit a crime.

7.06 Duty to Report

Officers and employees shall report Violations of this Technology Use Policy to the Mayor or City Administrator. Officers and employees who have received a worm, virus, or phishing or social engineering email or text must immediately notify the City Administrator, city IT Director, or the City's Information Technology Consultant. The City Administrator may suspend or revoke an employee's internet or email access privilege for violation of this Policy. Violation of this Policy is basis for disciplinary action, up to and including termination. The unauthorized disclosure of confidential or privileged information belonging to the City is basis for disciplinary action, up to and including termination, and may be punishable as a criminal misdemeanor.

7.07 Acceptable Use Policy

(a) Purpose: The purpose of this Acceptable Use Policy (AUP) is to protect the integrity, confidentiality, and availability of City of Dripping Springs systems, data, and networks by establishing guidelines for acceptable use of internet and network resources, including the use of Wi-Fi connections.

(b) Scope: This policy applies to all employees, contractors, consultants, temporary staff, interns, and any other authorized users (hereafter referred to as "users") who access systems, applications, or data using any device, whether owned by the organization or personally owned.

(c) Policy Statement: To safeguard sensitive data and maintain the highest level of cybersecurity, users must not connect to or access City systems or data via public or unsecured Wi-Fi networks. This includes, but is not limited to:

(1) Free Wi-Fi offered by coffee shops, restaurants, or cafes
(2) Airport or airline Wi-Fi services
(3) Hotel or lodging-provided Wi-Fi networks
(4) Any Wi-Fi network not encrypted with WPA2/WPA3 and not under the direct control of the user or the organization

(d) Acceptable Network Access: Users are only permitted to access City systems and data using:

(1) Organization-provided networks (wired or wireless)
(2) Secure, encrypted home networks
(3) Personal mobile hotspots with WPA2/WPA3 encryption
(4) Corporate VPN connections over trusted networks

(e) Prohibited Use: Users are strictly prohibited from:

(1) Connecting to public or open Wi-Fi networks when accessing, transmitting, or handling organizational data
(2) Disabling or circumventing security measures such as VPNs or firewalls while connected to a Wi-Fi network
(3) Using any network that does not provide end-to-end encryption and is not configured in accordance with organizational security standards

(f) Enforcement: Violation of this policy may result in disciplinary action under the

Personnel Manual. City of Dripping Springs reserves the right to monitor and audit network activity to ensure compliance.

(g) Exceptions: Exceptions to this policy must be approved in writing by the City Administrator in consultation with the IT Director. Approved exceptions must include appropriate risk mitigation measures, such as the mandatory use of VPN and endpoint encryption.

SECTION 8: SOCIAL MEDIA POLICY

8.01 Introduction

Given the multitude of concerns (legal, political, and ethical) raised by social networking (Facebook, Instagram, Snapchat, LinkedIn, TikTok, Twitter, etc.) this Social Media Policy ("Policy") establishes prudent and acceptable practices regarding City of Dripping Springs officials and employees (personnel) use of the internet.

8.02 Purpose

The City has a legitimate government interest in effective, efficient, and consistent communications with the public. The City also strives to have a productive workplace. While the City encourages its personnel to enjoy and make good use of their off-duty time, certain activities on the part of its personnel may become a problem if such activities could: impair the work of any City official or employee; create a harassing, demeaning, or hostile work environment; or

(a) disrupt the smooth and orderly flow of work; or harm the goodwill and reputation of the City among its citizens or in the community.

For these reasons, the City reminds its personnel that the following guidelines apply in their use of social media, while both on and off duty.

8.03 Disclaimer

(a) Under this Policy, the City disavows, and is not responsible for any sites, posts, opinions, or content not coordinated through and approved by the City Administrator or People & Communications Director.

(b) If City personnel posts data purporting to be on behalf of the City while using a social media site without the prior approval of the City Administrator, the City is not responsible for said posted content. Such content is not to be construed as reflecting the views or opinions of the Mayor, City Council or City Staff, and the City is not responsible for archiving such content in accordance with the records retention schedule or providing copies in accordance with the Texas Public Information Act (PIA) and may be grounds for disciplinary action.

(c) The absence of explicit reference herein to a particular site does not limit the extent of the application of this Policy. If any personnel is uncertain, the employee must consult

their supervisor before proceeding.

8.04 General Guidelines

(a) While on duty, the use of City equipment or internet service by personnel must be limited to work-related tasks. Social media activities shall never interfere with work commitments.

(b) It shall be a Policy violation for any personnel to post online content as a representative of the City, or on the City's behalf without the City Administrator's or People & Communications Director's prior approval.

(c) Any personnel posting City-related issues online not as an approved representative of the City or on the City's behalf, shall explicitly clarify they are speaking for themselves and not on behalf of the City by displaying the following disclaimer: "This is my own opinion and not necessarily the opinion or position held by the City or City Council."

8.05 Guidelines for Official City Sites

(a) All City-sanctioned social media sites shall be maintained by the People & Communications Director, City Administrator, or their designee. Any content to be posted on City-sanctioned social media sites must meet the approval of the People & Communications Director or the City Administrator before it is posted.

(b) All personnel that engage in social media activities and/or visit any City-sanctioned social media site on the City's behalf shall adhere to applicable federal, state, and local laws, regulations, and policies, including the Texas Public Information Act and the records retention schedule. All content must be managed, stored, and retrieved to comply with these laws.

(c) Any personnel that posts online content as a representative of the City, or on the City's behalf shall clearly state within said post that said content is subject to all applicable records retention and public disclosure laws. All City-sanctioned social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to records retention and public disclosure.

(d) Any content posted as representative of the City, or content posted to a City sanctioned social media site containing any of the following is prohibited:

(1) Comments not topically related to the particular site or blog article being commented upon;
(2) Profane language or content;
(3) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, sex, marital status, status with regard to public assistance, national origin, physical or mental disability;
(4) Sexual content or links to sexual content;
(5) Conduct or encouragement of illegal activity;

(6) Information that may compromise the safety or security of the public or public systems;
(7) Content that violates a legal ownership interest of any other party;
(8) Information that is incorrect or misleading;
(9) Information that is in conflict with an approved City policy, ordinance, directive, or plan; and/or
(10) Anything else that creates a disruption in the workplace.

(e) Content submitted for posting on a City-sanctioned social media site that is deemed unsuitable for posting by the People & Communications Director or the City Administrator because it violates criteria in the preceding item of this Policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed unsuitable for posting.

(f) Any hyperlinks posted on a City-sanctioned social media site shall be accompanied by the following disclaimer: "The City guarantees neither the authenticity, accuracy, appropriateness nor security of the link, website, or content linked thereto."

(g) Personnel found in violation of this Policy may be subject to disciplinary action, up to and including termination of employment.

8.06 Guidelines for Marketing and Branding

To ensure consistent brand messaging and to protect band integrity, the City has guidelines when it comes to marketing and branding of all city entities. The People & Communications Director or designated representative is the lead on any communications, design and marketing of city-related brands, events, programs, initiatives, departments, and facilities. All designs should follow the established brand guidelines that includes logo(s), typography, and photography. No letter heads, advertisements, brochures, guides or email signatures shall be created without approval from the People & Communications Director. Any new city logo must be approved by the City Council. Compliance is mandatory, with the People & Communications Director responsible for enforcement and periodic reviews. Failure to adhere to these guidelines may result in disciplinary action.

SECTION 9: SURPLUS EQUIPMENT POLICY

9.01 Purpose

The purpose of this ***Surplus Equipment Policy*** is to establish procedures for managing and disposing of the City's surplus property and equipment in a manner that is fiscally responsible. This policy applies to all City of Dripping Springs personnel.

9.02 Definitions

Office Equipment: Not office supplies. Includes furniture, electrical appliances, wall hangings, and anything else valued over $25.00 and/or listed in the City of Dripping Springs liability inventory.

IT Equipment: Machines used to acquire, store, analyze, or process data and information electronically, including for printing, transmitting, and receiving, or storing electronic information such as a computer, computer accessories, or copy machine.

Surplus Property: Equipment, furniture, scrap or salvaged material, or other tangible property that might still have some usefulness but is no longer needed or required by the City of Dripping Springs, regardless of its present condition or estimated value.

Office Supplies: Office tools such as staplers, writing utensils, scissors, and other tools used within the office with a replacement value of under $25.00.

Salvage Property: Generally, refers to personal property that is damaged, used, or consumed so that it has no value for the purpose for which it was originally intended.

9.03 Procedure

Under this policy, City staff are responsible for:

(1) Coordinating the transfer of surplus equipment from the City;
(2) Ensuring that the appropriate paperwork or forms are completed prior to transfer;
(3) Providing temporary storage until sale or disposal of the surplus equipment or property;
(4) Maintaining a master list of all surplus equipment that is transferred or is awaiting transfer;
(5) Updating the master list of surplus equipment accordingly;
(6) Allocating the proceeds from the sale of surplus equipment properly and in accordance with Texas Local Government Code Chapter 51, if necessary.

Unauthorized removal, disposal, or expropriation of City equipment or surplus property is considered theft and constitutes a serious breach of City policy and may result in disciplinary action, including, but not limited to dismissal, or criminal prosecution.

(a) Reporting Authority: Parks employees shall report issues related to non-IT equipment to the Parks and Community Services Director.

All other employees shall report issues related to non-IT equipment to the Maintenance Director and IT related equipment to the IT Director.

(b) Surplus Equipment: The Maintenance Director may declare equipment or property that is no longer useful for the City of Dripping Springs as surplus. Before declaring equipment or property as surplus, the Maintenance Director is encouraged to:

(1) Trade in the property towards the purchase of new property;
(2) Transfer the property within the City; or
(3) Transfer the property to another City office.

The Maintenance Director shall oversee any of the above transactions or other disposal of surplus equipment or property.

(c) Broken Equipment (Non-IT): The City Parks and Community Services Director and the Maintenance Director can determine the procedure for the disposition of broken equipment that can be repaired.

If broken equipment cannot be repaired, an employee shall inform their immediate supervisor. The Department Director will work with the City Parks and Community Services Director or the Maintenance Director to dispose of that broken equipment or property with written approval by City Administrator. This does not govern the procedure for disposal or transfer of broken IT equipment or property.

(d) Unused Equipment (Non-IT): An employee shall inform their immediate supervisor if there is unused equipment at their workstation or site. The Department Director will work with the City Parks and Community Services Director and the Maintenance Director to determine the procedure for the disposition of unused equipment or property with

written approval of the City Administrator. Unused equipment is equipment that is no longer needed due to:

- Lack of continued need
- Lack of trade-in value
- Obsolescence
- Wear, damage, or deterioration
- Major repair is impractical
- Excessive cost of maintenance

(e) Broken Equipment (IT): The City IT Director is in charge of processing, transferring, and disposing of broken IT equipment or property. In general, the length of time that an electronic or computing device should be a consideration when determining whether such a device should be deemed surplus, especially if IT equipment is broken, or breaks often. Used IT devices, even broken devices, can contain confidential data and licensed software that are at risk of unauthorized use. To promote the security of confidential information, the IT Director is required to erase data stored on IT devices before their sale, disposal, or relocation.

Many IT devices contain harmful heavy metals that are harmful to the environment when improperly disposed. If these devices are subject to disposal, they cannot be disposed of in landfills or other scrap metal recycling programs. Compliance with local or state recycling programs is requested.

Employees shall inform IT Director of broken equipment. If broken beyond repair, IT equipment cannot be repaired, an employee shall inform IT Director. The IT Director may dispose of that the broken equipment or property with written approval by City Administrator.

(f) Unused Equipment (IT): The City IT Director is in charge of processing, transferring, and disposing of unused IT equipment or property. In general, the length of time that an electronic or computing device should be a consideration when determining whether such a device should be deemed surplus. If the equipment is unused and can be transferred or sold, then the City IT Director should make that consideration when determining proper disposition procedures for that equipment or property.

Unused IT devices still contain harmful heavy metals that are harmful to the environment when improperly disposed. If these devices are subject to disposal, they cannot be disposed of in landfills or other scrap metal recycling programs. Compliance with local or state recycling programs is requested.

Employees shall inform the IT Director if there is unused IT equipment at their workstation or site. The IT Director can determine the procedure for the disposition of

unused equipment or property with written approval of the City Administrator. Unused equipment is equipment that is no longer needed due to:

- Lack of continued need
- Lack of trade-in value
- Obsolescence
- Wear, damage, or deterioration
- Repair is impractical
- Excessive cost of maintenance

(g) Equipment for Sale: The Maintenance Director is in charge of selling any surplus equipment or property. Items may be transferred to other City departments, donated to non-profit organizations, or given away at no cost to avoid landfill disposal. Items will be sold at the discretion of the Maintenance Director with approval from the City Administrator. The City Maintenance Director, with the prior approval of the City Administrator, may donate surplus equipment or property directly to a non-profit organization with proof of the 501(c)(3) status of recipient.

(h) Office Supplies: For office supplies, as defined above, that are broken, such as a stapler or scissors, an employee may dispose of such supply. After disposing of any such property, the employee should inform their immediate supervisor and the Department Director will inform the Maintenance Director or City Parks and Community Services Director of the disposition.

For office supplies, as defined above, that are unused, such as a stapler or scissors, an employee shall inform their immediate supervisor. The Department Director will inform the Maintenance Director or City Parks and Community Services Director so that such supply can be stored.

If there is a question of whether an item can be disposed of as an "office supply" or whether an object is "equipment", the employee should contact the Maintenance Director or City Parks and Community Services Director for verification and handle such property appropriately.

SECTION 10: TRAVEL AND REIMBURSEMENTS

10.01 Registration Fees

Fees charged for registration for conferences, meetings, or seminars are allowed for prepayment or reimbursement. Invoices, registration forms, and supporting information providing documentation of fees or rates must be submitted with the request for payment.

10.02 Reimbursements

Reimbursement for education, training, conference, and other business-related expenditures incurred by City employees and officials in the performance of their duties

and responsibilities will comply with standard, uniform procedures. Reimbursements may be made for the following types of expenditures, upon submittal of an expense report along with the receipts:

(a) Transportation: Coach rate air fare, toll roads, out-of-pocket expenses incurred during use of a City vehicle, mileage at the current Internal Revenue Service established rate. Cost of any taxi fare incurred, plus gratuity. Cost associated with parking of personal or City vehicles resulting from travel or conduct of City business. Each official and employee will use best efforts to use the most cost-efficient travel for each trip. Reimbursements will only be given for the actual cost of travel and will not be given for the use of reward travel or "miles".

(b) Meals: Cost of meal reimbursement will be based on actual charges and should be reasonable and prudent, not extravagant. The costs of meals will be reimbursed up to the state per diem rate for the location at which the meal is purchased pursuant to the rates established by the U.S. General Services Administration.

(c) Entertainment: Employees are responsible for the costs of their own entertainment.

(d) Lodging: Actual cost of room, plus appropriate taxes.

(e) Per Diem: The City Administrator or Mayor may establish per diem for certain travel events.

10.03 Cash Advances

Employees shall submit receipts accounting for all cash advances made from petty cash.

SECTION 11: DISCRIMINATION

11.01 Equal Employment Opportunity

The City's employment decisions are made without regard to race, color, religion, sex, age, sexual orientation, military status, veteran status, national origin, mental or physical disability, pregnancy, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. Any employee discriminated against or harassed shall report such conduct to his or her immediate supervisor, City Administrator or Human Resources Director; provided, however, if a City Administrator or Human Resources Director is the alleged source of a claim of discrimination or harassment, the aggrieved employee may address such claim directly to the Mayor, or if the Mayor is the alleged source of a claim, then the aggrieved employee may address such claim directly to any member of City Council.

11.02 General Prohibition

The City shall base all employment actions and decisions on a person's qualifications, experience, performance, demeanor, and behavior. The City shall **not** discriminate against employees on the basis of race, color, age, veteran status, military status, pregnancy status, ethnicity, sex, religion, sexual orientation, or nation of origin.

Every supervisor is expected to implement this policy through uniform and consistent employment practices. Management is also responsible for maintaining a professional working environment free of intimidation, sexual harassment, and all other forms of harassment and discriminatory conduct.

11.03 Discrimination and Harassment

(a) Harassment Prohibited

It is City Policy that all employees should be able to enjoy a work environment free from all forms of unlawful discrimination, including sexual, racial, religious, or other harassment. Accordingly, no employee shall engage in harassment of any employee, applicant, or any other individual.

(b) Discrimination and Harassment Defined

Discrimination and harassment is behavior that is motivated in whole or in party by a person's protected class, that is not welcome, and is personally offensive, or that lowers morale and that, therefore, interferes with an employee's work effectiveness. It can include verbal abuse and gestures. Harassment occurs in many forms, including but not limited to, unwelcome physical contact, verbal abuse, leering, gestures, electronic communication, and more subtle communication or advances and pressure involving the individual's protected class. Whether particular conduct constitutes, or harassment is based on the reasonable perception of the victim. Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(1) adversely affects a term or condition of an individual's employment; or

(2) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

(3) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or

(4) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, whether or not it is directly linked to the granting or denial of an economic benefit.

(c) Discrimination and Harassment is Punishable

Discrimination and Harassment are forms of misconduct that undermines the integrity of the employment relationship. No employee should be subjected to unsolicited and

unwelcome sexual overtures or conduct, either verbal or physical or verbal abuse related to a protected status. A finding that any employee has committed any such form of harassment will result in disciplinary action.

Reporting Required
Any employee who believes that the employee has been subjected to any of the forms of harassment set forth above should report this harassment to:
(1) the employee's supervisor;
(2) the City Administrator;
(3) the City Attorney;
(4) the Human Resources, and/or
(5) the Mayor.

Complaints against the City Administrator should be reported to the Mayor, the City Attorney, or a member of the City Council. Every supervisor or officer receiving a report of alleged harassment must notify the Mayor and all persons in the alleged offender's chain of command. Appropriate action must be promptly taken. The first action taken in such event shall include steps calculated to prevent reoccurrence of any such alleged incidents, pending investigation and final resolution of the complaint. Each such report shall be investigated promptly, and appropriate corrective action will be taken with the City Administrator's concurrence unless the allegation involves the City Administrator, in which case the appropriate corrective action will be taken by the Mayor.

(d) Investigation Without Retaliation
All good faith complaints of harassment will be promptly investigated, ensuring confidentiality to the maximum possible extent. Disciplinary action shall be taken against any employee in violation of this policy. Such disciplinary action will be determined by the nature of the wrongful act and may result in immediate dismissal of the offending employee. No employee of the City shall be retaliated against for filing a complaint of harassment in good faith or for participating and cooperating in the good faith reporting or investigation of such a claim. However, the City recognizes that false accusations of harassment can have serious effects on innocent men and women, their reputation, and their families. False accusations of sexual harassment will result in severe disciplinary action.

(e) Training Required
It will be the responsibility of the City Administrator to inform all employees of the policy concerning non-discrimination, equal employment opportunities, and harassment, as well as the gravity of such behavior and the procedure to be employed in the event an allegation develops.

11.04 Disabilities

The City shall evaluate all job applicants and employees based on ability to perform the essential functions of the position with or without reasonable accommodation. The City shall comply with the federal Americans with Disabilities Act (ADA).

11.05 Religious Affiliation

The City shall not evaluate or take employment action on job applicants or employees based on the applicant or employee's religious practices or membership. It is imperative, however, that employees do not allow their religious activities to interfere with the performance of work-related duties or the completion of assignments. Being a government institution, the City does not allow employees to proselytize.

11.06 Immigration Law Compliance

(a) Federal law requires that the City ensure all employees are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed.

(b) In connection with federal law, the City must collect certain information and review certain documentation concerning the employment authorization of individuals hired. This information and documentation will be used only for compliance with the Immigration Reform and Control Act, as amended, and not for any unlawful purpose. If an employee's employment authorization changes or terminates after the start date of employment, the employee will be responsible for informing the City Administrator or a Human Resources representative immediately.

SECTION 12: DISCIPLINARY MEASURES

12.01 Progressive Discipline

To the extent practicable, the City prefers to pursue a course of progressive discipline, which may include the following options (in no particular order): verbal counseling, training, verbal reprimands, written reprimands, suspension with pay, suspension without pay, demotion, reduction in pay, and discharge.

12.02 Discretionary Discipline

Whether to take disciplinary action rests with the discretion of direct supervisor of the employee in consultation with the City Administrator and Human Resources Director and who shall not be bound by the terms or procedures of this Manual (which is solely a guide). The Mayor shall be consulted for any disciplinary action that involves an employee whose final hiring or firing authority rests with City Council.

12.03 Grievance Procedure

(a) Employees or recently separated former employees dissatisfied with any employment issue, such as a possible job discrimination matter, health and safety issues, drug-related issues, or a disciplinary matter, may pursue a grievance.

(b) Employees or recently separated former employees may submit a written grievance regarding any employment issue to the City Administrator within five (5) business days of the latest occurrence. A written grievance involving the City Administrator may be submitted to the Mayor within five (5) business days of the latest occurrence. The notice must specify what action was taken by the City or what action has been observed, and

how the action is either unwarranted or inappropriate.

(c) The City will investigate, when necessary, allow the initiator of the grievance a reasonable opportunity to bring forth evidence and witnesses to support the initiator's case, and allow the initiator to question and fully refute any charges brought against the employee or recently separated former employee. The City Administrator shall issue a decision on all grievances to the submitting employee. For employees for which the City Administrator is the final hiring and termination authority, the City Administrator's decision is final. For employees for which the City Council is the final hiring and termination authority, the submitting employee may appeal the City Administrator's decision to the Mayor for consideration by City Council within five business days of receiving the decision of the City Administrator.

12.04 Personnel Files

Employees may request access to their personnel files via the City Administrator or Human Resources Director. In general, for individuals other than the employee, an employee's personnel file should be accessed only by those who have a job-related need to know or if a law requires the release. Under the Public Information Act, and subject to confidentiality rules set by state law, some or all of an individual's personnel file may be released to a member of the public if requested. Both at and following the time you separate from employment, the employee may make copies of documents in the employee's personnel file if you wish. Copying of such documents should be arranged with the Human Resources Director and will cost ten cents per copy, payable in advance. An electronic copy can be requested at no cost to the employee. Your personnel file will be maintained in City records in accordance with all applicable legal requirements.

SECTION 13: SEPARATIONS

13.01 Non-Disciplinary Separations

(a) Layoffs: The City retains the ability to restructure all employment positions and perform any necessary Reductions in Force (RIFs).

(b) Resignation: Employees may resign at any time. To remain in good standing, employees are encouraged to provide two (2) weeks' notice of any intent to voluntarily leave employment.

(c) Retirement: Any retirement intentions must be in conformance with the City's retirement plan.

13.02 Incapacity: An employee may be separated if such employee is unable to perform the functions of the employee's position, as expressly provided in the job description for such position, with or without reasonable accommodation. A finding that an employee is Unfit for Duty shall be made only through individual medical determination by a competent medical authority as prescribed by the City Administrator and Mayor. The City Administrator may require that a current employee undergo a Fit for Duty evaluation, at the City's expense, to determine if such employee is able to satisfactorily perform the

essential functions of the employee's current position, and whether the employee can satisfactorily perform such functions with or without reasonable accommodation.

13.03 Discharge

Authority to terminate resides with the City Administrator unless the employee is hired by City Council pursuant to state law or this Manual. The City Administrator shall consult with the employee's supervisor, Human Resources Director and the City Attorney prior to termination. During an investigation related to discipline or discharge, the City Administrator may place the employee on paid or unpaid administrative leave. Either the City or employees may terminate the employment relationship, for any reason, or no reason (so long as the reason is not discriminatory, as established by this Manual).

A non-exhaustive list of grounds for discipline or discharge of an employee by the City include (but is not limited to) the following:

(a) Insubordination
(b) Neglect of Duty
(c) Violation of City Policy, City Ordinance, State Law, or Federal Law
(d) Failure to conduct self in a courteous and proper manner while on duty.
(e) Misappropriation of Funds, Equipment, or Supplies
(f) Persistent tardiness or truancy
(g) Carelessness or Recklessness
(h) Misconduct
(i) Misuse of City equipment or information
(j) Dishonesty
(k) Violation of Personnel Manual
(l) Incompetency
(m) Harassment
(n) Discourteous Conduct towards other employees, officials, or the public
(o) Failure to attend mandatory meetings or trainings without cause

13.04 Return Items

On or before the last day of employment with the City, all departing employees must return all equipment, supplies, files, and resources provided to the employee by the City during the employee's tenure with the City.

13.05 Payment for Leave

The City will pay separated employees for untaken vacation leave of up to 120 hours if the employee has worked for the City for at least 1 year. Compensatory time will be paid-out upon termination for all exempt employees. Employees who are terminated or do not provide adequate notice of resignation shall not receive accrued vacation leave.

13.06 Reference

All reference inquiries are to be directed to the City Administrator or the City Administrator's designee. The City Administrator may designate an employee or former employee's supervisor or director as the appropriate individual to provide a reference.

Under state law, the City is allowed to provide a truthful employment reference regarding a current or former employee. However, the City is not required to provide an employment reference to or about a current or former employee.

City of Dripping Springs

ACKNOWLEDGEMENT

I, _____ (*printed name*), hereby acknowledge that I have received a copy of the City of Dripping Springs's ***Personnel Manual***. I have read and understood the information presented to me. If I have questions about anything I have read, I have asked my Supervisor for and received clarification. Specifically, I understand the following:

- My employment status is *at-will*, and either I or the City of Dripping Springs may terminate my employment at any time, with or without reason.
- I do not have a contract or term of office with the City of Dripping Springs unless it is through a separate written and signed agreement.
- My supervisor does not have the authority to enter into a contract with me. o Harassment and discrimination are not tolerated in the workplace.
- I share with my fellow employees a duty to prevent and report violations of the policies set forth in the Personnel Manual.
- My employer will promptly and thoroughly investigate all claims and take remedial measures, up to and including termination.

_____ _____

Employee's Signature Witness's Signature

_____ _____

Date Date

City of Dripping Springs

ELECTION REGARDING PERSONAL INFORMATION

TO THE CITY SECRETARY:

I, _____(*printed name*), hereby make the following election with respect to allowing public access to information in the custody of the City of Dripping Springs that relates to my home address, home telephone number, and social security number or that reveals whether I have family members.

I do ***not*** want the City of Dripping Springs to disclose or allow public access to the following (*check all that apply*):

_____ My home address

_____ My home telephone number
_____ Information that reveals whether I have family members

_____
Employee's Signature

_____
Date

Attachment "A"
EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT

THIS EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT (the "Agreement") dated _____, 20__, ("Effective Date") is by and between, the City of Dripping Springs, a municipality in Hays County, and _____, a current employee of the City ("Employee").

RECITALS

WHEREAS, Employee has requested and the City has agreed to pay for the Employee to attend a conference, meeting, seminar, workshop, training, educational course, or similar instructional class (collectively, "Training"); and

WHEREAS, in consideration for the City's payment for the Training, Employee acknowledges that through attendance at such Training, Employee will acquire skills and enhance his or her professional skills or knowledge making the Employee more marketable; and

WHEREAS, Employee agrees to reimburse the City for the cost of such Training in the event that employment with the City is terminated in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the individual and mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1. Cost of Training and Expenses. The City agrees to pay a total of $_____ ("Cost") for the following Training:

Name of Training: _____

Training Provided by: _____

Training Location: _____

Date(s) of Training: _____

In addition to the Cost of the Training, the City agrees to reimburse additional reasonable expenses related to attendance at such Training up to $_____ for travel, food, and incidentals; provided that the Employee submits the appropriate expense reports and all receipts for the expenses associated with the Training and such expenses are reimbursable.

2. Reimbursement for Cost of Training. Except as provided below, Employee agrees to reimburse the City for the Cost of the Training paid by the City if the Employee's employment terminates within two (2) years of completion of the Training. Employee agrees to reimburse the City within thirty (30) days of termination.

3. Salary Deduction. Employee agrees and authorizes the City to deduct the amount owed hereunder, to the extent permissible by law, from Employee's pay following notification of termination of employment with the City. The City, in its sole discretion, may determine whether to deduct any amount owed from the Employee's pay. If the amount owed under this Agreement exceeds the amount deducted from the Employee's pay, in accordance with Section 2, Employee agrees to reimburse the City any remaining amount due to the City within thirty (30) days of terminating employment.

4. Continuation of Employment-at-Will Relationship. Employee and the City understand and agree that this Agreement does not constitute an employment agreement and nothing in this Agreement shall replace the Employee and the City's at-will employment arrangement. Both Employee and the City understand that the employment relationship may be terminated by either party for any or no reason at any time prior to the termination of this Agreement.

5. Term. This Agreement shall be in effect from the Effective Date until all reimbursement, if any, is due under this Agreement.

6. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties. Employee and the City may mutually agree to modify the terms of this Agreement at any time; provided, however, that any such modification must be in writing and signed by both parties to this Agreement.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas and any dispute shall have venue in Hays County.

8. Severability. If any provision of this Agreement is held to be invalid by a court of law, the remaining provisions shall remain in full force and effect.

9. Counterparts. This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

10. Headings. Headings of provisions of this Agreement are solely for the convenience of reference and are not a part of this Agreement and shall not affect the meaning, construction, operation, or effect hereof.

IN WITNESS WHEREOF, the City and Employee hereto have caused this Agreement to be executed on the date and year first above written.

EMPLOYEE

_____

Employee Name: _____ (Printed)

CITY OF DRIPPING SPRINGS

_____

Michelle Fischer, City Administrator

Attachment "B"
KEY CONTROL POLICY

The purpose of this ***Key Control Policy*** is to establish reasonable personal security for the staff of the City of Dripping Springs and to ensure the protection of personal and city property through the control of keys (including fobs) to city facilities.

In return for the loan of a key, employees: 1) shall not give or loan the key to others; 2) shall not make any attempts to copy, alter, duplicate, or reproduce the key; 3) shall use the key for authorized purposes only; 4) shall safeguard and store the key securely; 5) shall immediately report any lost or stolen keys; and 6) shall produce or surrender the key upon official request.

If a key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks and keys affected may be assessed. ***Misuse of City Equipment including City keys may result in discipline up to and including discharge pursuant to Section 12.02 of the* CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.**

KEY DISTRIBUTION & RETURN

EMPLOYEE NAME: _____ DEPARTMENT: _____

ISSUE DATE: _____ ISSUER'S SIGNATURE: _____

RETURN DATE: _____ RECEIVER'S SIGNATURE: _____

REQUESTED ACTION/RECORD *(circle those that apply)*

KEY ISSUANCE RETURNED KEY LOCK OPENING

LOCK/HARDWARE CHANGE REPORT OF LOST/STOLEN KEY

DESCRIPTION OF KEY(S)

1. _____ 6. _____
2. _____ 7. _____
3. _____ 8. _____
4. _____ 9. _____
5. _____ 10. _____

DETAILS

_____

_____

_____

ACKNOWLEDGEMENT AND AGREEMENT

I, _____ *(printed name)*, hereby acknowledge that I have received a copy of the City of Dripping Springs's ***Key Control Policy.*** I have read and understood the information presented to me. I agree to return any City of Dripping Springs keys/fobs to the City upon my separation from the City on or before the last day of my employment or upon request of the City Administrator.

In return for the loan of this key(s), I agree to: 1) not give or loan the key(s) to others; 2) not make any attempt to copy, alter, duplicate, or reproduce the key(s); 3) use the key(s) for authorized purposes only; 4) safeguard and store the key(s) securely; 5) immediately report any lost or stolen key(s); and 6) produce or surrender the key(s) upon official request. I also agree that if the key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks affected may be assessed.

_____ _____

Employee's Signature City Administrator's Signature

_____ _____

Date Date

Attachment "C"

City of Dripping Springs Telecommute Agreement Form

I, the undersigned Employee, understand that telecommuting may be revoked or amended if my job responsibilities change, the job duties can no longer be performed remotely, or when it is in the City's best interest. I affirm that the physical address listed below is my primary designated remote work location. I affirm by my signature below that I have read the City of Dripping Springs Telecommuting Policy and agree to comply with the requirements contained therein.

Employee Name:

_____ _____

(Last name) (First name)

Remote Work Location:

_____

(Street Address) (City) (State) (ZIP code)

Employee Requested Telecommute Work Schedule:

Number of Days Per Week Telecommuting Requested: Telecommuting Day(s) Requested:

☐ 1 ☐ Monday ☐ Thursday

☐ 2 ☐ Tuesday ☐ Friday

☐ Wednesday

_____ _____

Employee Signature Date

Hours Working during Remote Work: _____ a.m. to _____ p.m.

Requested Telecommute Work Schedule Approved by Direct Supervisor

Number of Days Per Week Telecommuting Approved: ____

☐ 0 ☐ Monday ☐ Thursday

☐ 1 ☐ Tuesday ☐ Friday

☐ 2 ☐ Wednesday

_____ _____

Direct Supervisor Signature Date

City Administrator Approval

☐Approved ☐Denied

_____ _____

Signature Date

Employee's Remote Work Details

Work Duties & Responsibilities

_____

_____

_____

Employee Initial Below:

___ I understand that if I take vacation, compensatory, or sick days during the week, my supervisor may decide whether to skip the remote days based on operational needs.

___ I will ensure that I am available by phone, email, and Ring Central during work hours unless otherwise engaged in City business.

___ I agree to update Outlook Calendar to "Show As" to "Working Elsewhere" for any remote work day.

___ I understand that if I do not meet the communication standards set by the City, my enrollment in Telecommuting Work Program may be subject to adjustment or termination based on administration's discretion.

___ I understand that I must maintain internet connectivity at my own expense at all times while working remotely and may have to travel to the office if internet connectivity is lost at my remote work location.

Phone Number to be reached at when working remotely: _____

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Roman Baligad, Emergency Preparedness and Homeland Security Director

Council Meeting Date: August 4, 2025

Agenda Item Wording: Discuss and consider approval of the 2025 Multi-Jurisdictional Hazard Mitigation Plan.

Agenda Item Requestor: Council Member Tahuahua

Summary/Background: The Hays County Hazard Mitigation Plan (first adopted in 2006, updated in 2011 and 2018, and undergoing a 2024 revision) is a region-wide, FEMA-compliant strategy developed in coordination with all local jurisdictions—including San Marcos, Kyle, Dripping Springs, Buda, and others—to reduce long-term risks from natural hazards such as floods, wildfires, drought, tornadoes, and severe weather .

Risk Assessment & Hazard Ranking

- Flooding: A critical concern—modeling shows over $275 million in expected losses in a 100-year flood event, mainly in the Blanco and Onion Creek areas.
- Wildfire: Wildfire risk largely affects WUI zones around San Marcos; intense fires (FIS 4-4.5) documented historically.
- Severe storm & tornado: Hundreds of wind events documented since the 1970s; tornadoes (up to EF1) have occurred county-wide.

Community surveys across jurisdictions consistently ranked floods, wildfires, and drought as the top three threats.

Strategy & Capabilities

The plan is structured into four core components:

1. Risk assessment – hazard identification, historical data, and spatial exposure
2. Capabilities & resources inventory – coordination led by Hays County OES; includes CAD, flood warning systems, school safety programs, UAV/Haz-Mat assets

3. Mitigation Actions – prioritized list by benefit-cost analysis; examples include flood-prone property acquisition, strengthening of emergency communications, vegetation management in WUI, stormwater infrastructure upgrades
4. Maintenance & public involvement – periodic reviews every five years; continuous public outreach via open houses, surveys, and comment periods.

Funding Eligibility & Partnerships

- The plan's FEMA approval is required to qualify jurisdictions for federal mitigation grants under the Hazard Mitigation Grant Program (HMGP) .
- Hays County secured a $100K planning grant from the Texas General Land Office in 2023 for the update .
- Regional partnerships with CAPCOG, TDEM, and FEMA ensure best-practice integration and resource coordination .

Benefits & Justification

- Economic resilience: Reduces potential flood losses of $275M and wildfire/economic damage—prior mitigation yields higher returns than post-disaster recovery.
- Life safety & community well-being: Early investment in floodproofing, evacuation planning, and public warning systems saves lives in high-risk zones.
- Inter-jurisdictional cohesion: Unified planning across cities and county promotes efficient use of resources and equitable hazard protection.

Recommendation

It is recommended that the Dripping Springs City Council formally adopt the 2025 Multi-Jurisdictional Hazard Mitigation Plan following final FEMA approval. Adoption will:

- Unlock eligibility for vital federal mitigation grants
- Support pre-disaster risk reduction initiatives across the region
- Promote coordinated investment strategies and community resilience
- Demonstrate proactive leadership in protecting residents and assets from future hazards

Staff Recommendations: City staff recommends adoption of the hazard mitigation plan.

Commission Recommendations:	Emergency Management Committee recommends adoption of the hazard mitigation plan.
Recommended Council Actions:	Adoption of the hazard mitigation plan subject to FEMA approval.
Attachments:	Draft Resolution, attaching Hazard Mitigation Plan Letter dated May 27, 2025 from FEMA confirming plan compliance with FEMA mitigation planning requirements
Next Steps/Schedule:	Submission to FEMA for approval

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2025-R___

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS APPROVING AND ADOPTING THE 2025 HAZARDOUS MITIGATION PLAN.

WHEREAS, the Federal Disaster Mitigation Act of 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), creating the framework for state, local, tribal, and territorial governments to engage in hazard mitigation planning to receive certain types of non-emergency disaster assistance; and

WHEREAS, the Disaster Mitigation Act of 2000 was amended in May 2023 to require an Active Hazard Mitigation Plan for federal grant funding eligibility; and

WHEREAS, a Core Team comprised of members of Hays County, participating sub-jurisdictions, and school districts took part in the identification of Critical Facilities, Community Capabilities, Identification and Prioritization of Natural Hazard Risks, and the identification of new Hazard Mitigation Actions; and

WHEREAS, the City of Dripping Springs commits to comply with the annual Plan review as described by the Federal Emergency Management Agency (FEMA); and,

WHEREAS, the Plan attached as Attachment "A" incorporates the comments, ideas, and concerns of the communities, which this updated Plan is designed to protect, ascertained through a series of Public Outreach Meetings, newspaper coverage, publication of the draft plan for public review and comment, and other activities.

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. **Adoption:** The 2025 Hazard Mitigation Plan update is hereby approved and adopted following final approval by FEMA, and the City of Dripping Springs resolves to execute the Actions in the Plan.

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

4. **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 _____ 202___, 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

ATTACHMENT "A"

Hays County

Multi-Jurisdiction Hazard Mitigation Plan 2025

SECTION 1: INTRODUCTION 1
Background 1
Participation and Scope 1
Purpose 2
Authority 3
SECTION 2: PLANNING PROCESS 4
Plan Preparation and Plan Development 4
Planning Team 5
Project Schedule 7
Capabilities Assessment 7
Resources and Existing Plans 7
Public and Stakeholder Involvement 12
SECTION 3: PLANNING AREA PROFILE 21
Hays County 21
Community Profiles and Economy 23
Population and Demographics 29
Population Projections 31
Existing and Future Land Use and Development Trends 32
Critical Facilities and Assets 37
SECTION 4: HAZARDS AND RISK 38
Hazard Descriptions 40
Natural Hazards and Climate Change 41
Overview of Hazard Analysis 42
SECTION 5: HURRICANE 45
Description 45
Location 45
Extent 46
Historical Occurrences 47
Significant Events 48
Probability of Future Events 48
Vulnerability and Impact 48
Historic Hurricane Impacts 49
SECTION 6: FLOOD 50
Description 50
Location 50
Extent 67
Historical Occurrence 68
Significant Events 71
Probability of Future Events 72
Vulnerability and Impact 72
National Flood Insurance Program (NFIP) Participation 74
SECTION 7: DROUGHT 76
Description 76
Location 76

Extent....77
Historical Occurrences....79
Significant Events....80
Probability of Future Events....81
Vulnerability and Impact....81

SECTION 8: WINDSTORMS 84
Description....84
Location....84
Extent....85
Historical Occurrences....85
Significant Events....87
Probability of Future Events....88
Vulnerability and Impact....88
Historic Windstorm Impacts....89

SECTION 9: EXTREME HEAT 91
Description....91
Location....91
Extent....91
Historical Occurrences....93
Probability of Future Events....96
Vulnerability and Impacts....99

SECTION 10: LIGHTNING 100
Description....100
Location....100
Extent....100
Historical Occurrences....101
Significant Events....101
Texas A&M Forest Service (Wildfires Caused by Lightning)....101
Probability of Future Events....102
Vulnerability and Impact....102
Historic Lightning Impacts....102

SECTION 11: TORNADO 104
Description....104
Location....104
Extent....105
Historical Occurrences....110
Significant Events....111
Probability of Future Events....112
Vulnerability and Impact....112

SECTION 12: HAILSTORMS 115
Description....115
Location....115
Extent....115
Historical Occurrences....116
Significant Events....119
Probability of Future Events....120
Vulnerability and Impact....120

SECTION 13: WILDFIRE 123
Description....123
Location....123
Extent....123
Historical Occurrences....127
Significant Events....127
Wildfire Ignitions....127
Probability of Future Events....129
Vulnerability and Impact....129
SECTION 14: SEVERE WINTER STORMS 138
Description....138
Location....139
Extent....139
Historical Occurrences....140
Significant Events....141
Probability of Future Events....141
Vulnerability and Impact....141
SECTION 15: EARTHQUAKES 143
Description....143
Location....143
Extent....144
Historical Occurrences....145
Significant Events....146
Probability of Future Events....147
Vulnerability and Impact....147
SECTION 16: DAMS 148
Description....148
Location....149
Cullen Country Lake Dam....153
Extent....162
Historical Occurrences....163
Significant Events....164
Probability of Future Events....166
Vulnerability and Impact....166
SECTION 17: MITIGATION STRATEGY 168
Mitigation Goals....170
SECTION 18: MITIGATION ACTIONS 171
Mitigation Action Plan....208
SECTION 19: PLAN MAINTENANCE 209
Incorporation....210
Methods of Incorporation of the Plan....211
Monitoring....212
Evaluation....212
Updating....213
Five Year Review and Update....213
Continued Public Involvement....214

APPENDIX A: CAPABILITY ASSESSMENT 215
APPENDIX B: PUBLIC SURVEY 217
APPENDIX C: PRIORITY RANKING FORMS 239
APPENDIX D: CRITICAL FACILITIES 246
APPENDIX E: MEETING DOCUMENTATION 256
APPENDIX F: ADOPTION RESOLUTIONS 267
APPENDIX G: UPPER SAN MARCOS ACTION PLAN DAM BREACH MAPS (CONFIDENTIAL) 268

SECTION 1: INTRODUCTION

Background

Hays County is located in Central Texas just south of Travis County, home to Austin which is the 11th largest city in the United States. While large portions of the County remain rural in nature, the regional population and economic growth is being felt in the area and underscores the need to plan for the mitigation of future hazards to protect people and property. Hays County is susceptible to a wide range of natural hazards, including but not limited to hurricanes, flooding, hail, extreme heat, drought, and wildfire. The county has a hazard profile similar to many Central Texas communities with hurricanes and tropical storms from the gulf coast in the summer and fall and flash flooding events typically in the spring and summer. With climate change affecting weather patterns and sea level rise on the Texas coast, these and other hazards are forecast to become more frequent and greater in magnitude in the future.

These hazards can be life-threatening, destroy property, disrupt the economy, and lower the overall quality of life for individuals. Hazard mitigation is defined by the Federal Emergency Management Agency (FEMA) as sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. Hazard mitigation planning is an investment in a community's safety and sustainability. It is widely accepted that the most effective hazard mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately made. This hazard mitigation plan is a vehicle for Hays County, including participating jurisdictions, to address hazard vulnerabilities by reducing the future impact of many different hazards on people and property that exist today and in the foreseeable future.

Participation and Scope

The Hays County Hazard Mitigation Plan is a multi-jurisdictional plan covering one (1) County, nine (9) cities, one (1) village, four (4) independent school districts, and one (1) University. The prior hazard mitigation plan for the area was the 2016 Hays County Hazard Mitigation Plan. This plan update includes the Cities of Buda, Dripping Springs, Hays, Kyle, Mountain City, Niederwald, Uhland, Wimberley, the Village of Bear Creek, the Independent School Districts of Dripping Springs, Hays, San Marcos, Wimberley, and Texas State University. Additional entities were invited to participate but chose to do so as stakeholders, rather than jurisdictions. These are listed in Section Two under Public and Stakeholder involvement. Below is an example of outreach efforts to inform the public about the upcoming Hazard Mitigation Action Plan (HMAP) development process.

Notice of mitigation planning efforts on county and city websites and the local newspaper, Winter 2023

> *"The hazard mitigation focus for FEMA is to look at a broad set of threats and how those pair up to community vulnerabilities. We will be considering everything from flood events to hurricanes, tropical storms, severe storms, tornados, hail, lightning, drought, wildfire, wildfire, extreme heat, and winter storms," Rojas said.*
>
> *The required plan includes a Core Planning team of Hays County and its participating jurisdictions along with local teams to develop specific mitigation strategies unique to each community. Once the Core and local teams are both established, Rojas said that they will conduct an on-line community survey to understand residents' top concerns, along with several public hearings. The survey will also be accessible to the public in public facilities such as libraries, city halls, and the county courthouse.*

The 2018 hazard mitigation plan included Hays County and all current participating jurisdictions. The updated plan will expand upon the 2018 plan with new capabilities, risk assessments, and mitigation actions contained therein, but will also provide a more nuanced view of two counties that share similar characteristics regarding history, landscape, risk, economy, transportation, and other factors.

The 2024 plan scope is to develop a detailed understanding of the planning area regarding existing capabilities, historical data, and future development patterns. Next, the vulnerability of the area to different hazards will be studied through a detailed hazard risk assessment that will assist the planning team in identifying and ranking mitigation activities based on their likelihood to reduce overall risk.

Purpose

The Mission Statement of the Plan is, ***Protect the people, property, economy, and quality of life in Hays County from hazards and disasters.***

The Plan was prepared by Hays County, including participating jurisdictions, and in cooperation with Langford Community Management Services and Rojas Planning. The purpose of the Plan is to minimize or eliminate long-term risks to human life and property from known hazards and to break the cycle of high-cost disaster response and recovery throughout Hays County. In order to accomplish this, cost-effective hazard mitigation actions within the planning area are identified along with information critical to successful implementation such as estimated cost, responsible departments, funding sources, and timelines. In addition, a FEMA-approved hazard mitigation plan is a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation programs and projects.

A successful Hazard Mitigation Plan will:

1. Align risk reduction with other Federal, State or community objectives;
2. Build or encourage partnerships for risk reduction involving government, organizations, businesses, and the public;
3. Communicate priorities to potential sources of funding;
4. Identify long-term, broadly-supported strategies for risk reduction;

5. Identify implementation approaches that focus resources on the greatest risks and vulnerabilities; and,
6. Increase education and awareness around threats, hazards, and vulnerabilities.

The Core Planning Team has identified ten natural hazards and two man-made hazards that need to be addressed in the plan. You can find more information about these hazards in Section 4, while the detailed risk assessments for each hazard are discussed in Sections 5-17. The Plan's specific goals are identified in Section 18, with mitigation actions outlined in Section 19. Section 20 discusses the ongoing maintenance of the Plan, including how it will be incorporated into existing plans and funding mechanisms, monitoring and evaluation, annual and 5-year updates, and a commitment to involve the public continuously in the Hazard Mitigation Plan.

Authority

The Texas Division of Emergency Management (TDEM) and FEMA have the authority to review and approve hazard mitigation plans through the Disaster Mitigation Act of 2000, which amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

SECTION 2: PLANNING PROCESS

Plan Preparation and Plan Development

Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of disasters and is most effective when implemented under a comprehensive, long-term mitigation plan. Hazard mitigation planning involves coordination with various constituents and stakeholders to identify risks and vulnerabilities associated with natural disasters and develop long-term strategies for protecting people and property from future hazard events. Mitigation plans are key to breaking the cycle of disaster damage, reconstruction, and repeated damage. This section provides an overview of the planning process including the identification of the key steps of Plan development and a detailed description of how stakeholders and the public were involved.

Figure 1-1: Plan Development Process

1. Organize the Planning Process and Resources – At the start, the participating jurisdictions focus on assembling the resources needed for a successful mitigation planning process. This includes securing technical expertise, defining the planning area, and identifying key individuals, agencies, neighboring jurisdictions, businesses, and/or other stakeholders to participate in the process. The planning process for local and tribal governments must include opportunities for the public to comment on the plan.

2. Assess Risks – Next, the local government needs to identify the characteristics and potential consequences of hazards. It is important to understand what geographic areas each hazard might impact and what people, property, or other assets might be vulnerable.

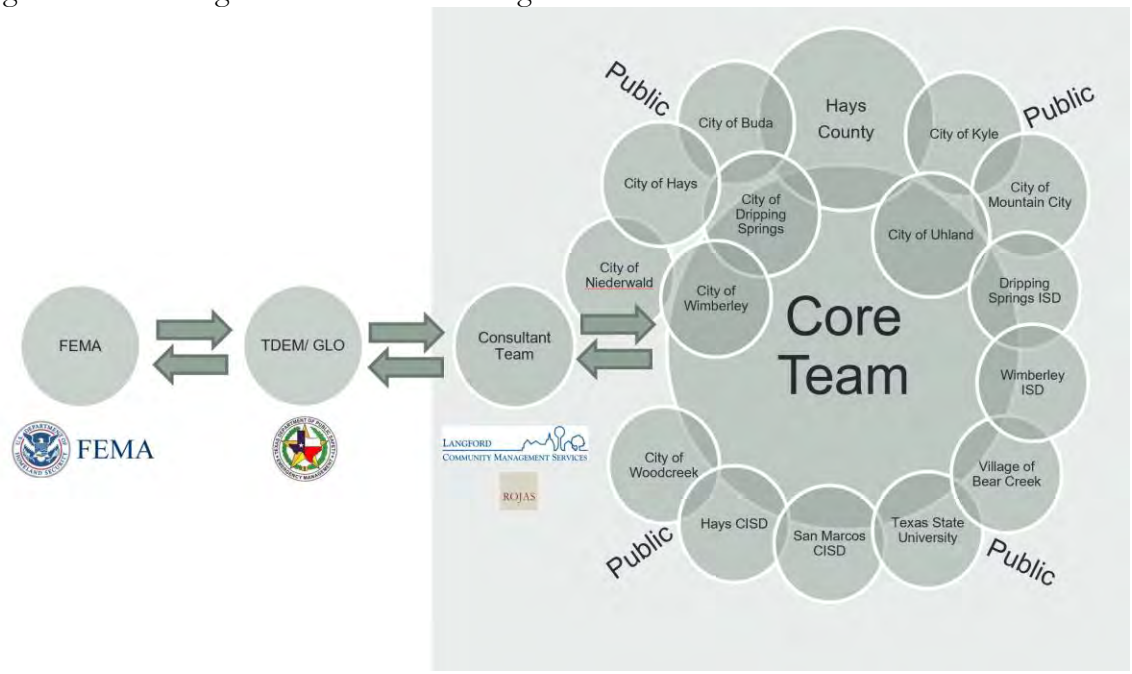
3. Develop a Mitigation Strategy – The local government then sets priorities and develops long-term strategies for avoiding or minimizing the undesired effects of disasters. The mitigation strategy addresses how the mitigation actions will be implemented and administered.

4. Adopt and Implement the Plan – Once FEMA has received the adoption from the governing body and approved the plan, the state, tribe, or local government can bring the mitigation plan to life in a variety of ways, ranging from implementing specific mitigation projects to changing aspects of day-to-day organizational operations. To ensure success, the plan must remain a relevant, living document through routine maintenance. The local government needs to conduct periodic evaluations to assess changing risks and priorities and make revisions as needed.

Planning Team

Hays County, including participating jurisdictions, hired Langford Community Management Services and Rojas Planning to provide technical support and to oversee development of the plan. The Hays County Multi-Jurisdictional Plan update was created using a direct representative model, where each participating jurisdiction chooses and sends a representative to represent their interests. A local planning team was also established at the jurisdictional level, which was responsible for assembling representatives to participate in the meetings and complete relevant tasks. Ultimately, this group was primarily responsible for developing, and eventually implementing the mitigation actions at the local level.

Figure 1-2: Planning Team and Process Diagram



The first Core Planning Team meeting was held on Monday April 24, 2023, at the Hays County Office of Emergency Services Main Conference Room at 810 S Stagecoach Trail, San Marcos, TX 78666. At this meeting an overview of the planning process was discussed as well as what the responsibilities would be of each of the participating jurisdictions and their Core Team representative. Responsibilities of the Core Team that were discussed include Capability Assessment Surveys, identifying critical facilities, providing a survey to the

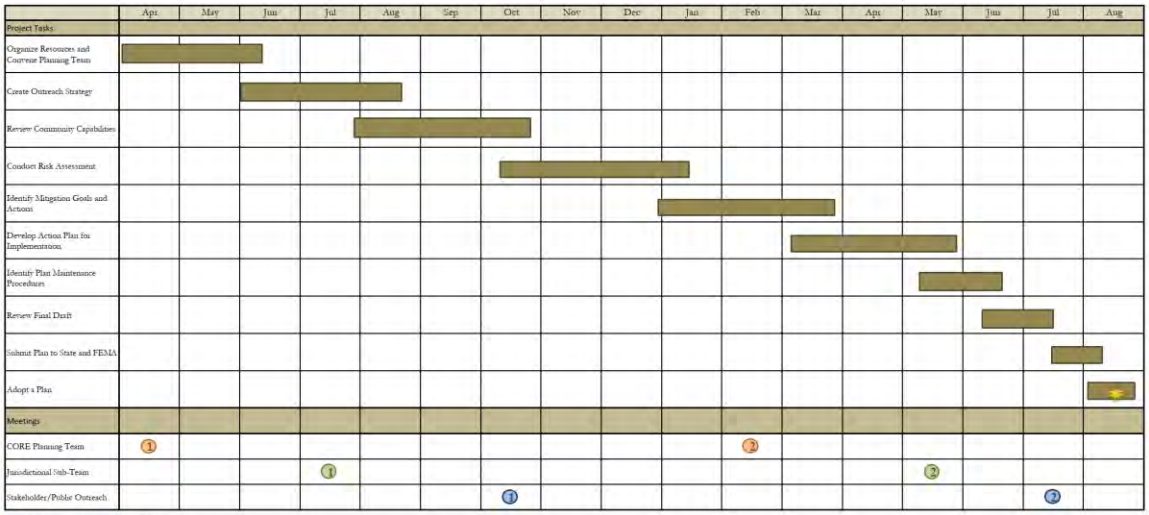
general public, providing input regarding the identification of hazards, identifying mitigation goals, developing new mitigation actions, and ranking mitigation actions.

At least one member from each participating jurisdiction was present at this kickoff Core Team meeting. The meeting included a discussion on Plan stakeholders, options for engaging the public, and developing a schedule for Plan development. Core Team members were asked to attend all workshops; any members that did not attend were given copies of the meeting materials and contacted by phone or e-mail.

Table 2-1. Core Planning Team (2020 Census)

Entity	Position or Title	Department
Hays CO	Emergency Management Coordinator	Office of Emergency Services
City of Buda	City Secretary Public Works Supervisor	City Hall Public Works
City of Dripping Springs	City Secretary City Manager Executive Assistant	Administration
City of Hays	City Manager	Administration
City of Kyle	City Secretary	City Hall
City of Mountain City	City Manager	Administration
City of Niederwald	City Manager	Administration
City of Wimberley	Mayor/ City Administrator/ City Secretary	Administration
City of Woodcreek	City Manager	Administration
Village of Bear Creek	City Manager	Administration
Dripping Springs ISD	Superintendent Executive Assistant	Administration
San Marcos ISD	Superintendent Executive Assistant	Administration
Hays ISD	Superintendent Executive Assistant	Administration
Wimberley ISD	Superintendent Executive Assistant	Administration
Texas State University	Emergency Management Officer	Emergency Response

Project Schedule



CORE Planning Team Meetings

1	Introductions, outreach brainstorming, process review, capabilities assessment and hazards review.
2	Survey, basemaps, outreach strategy,and Jurisdictional Sub-teams.
	Conduct local risk assessments and identify information gaps, identify mitigation goals and actions, and develop implementation plan

Jurisdictional Sub-Team

1	Review basemaps, input on risk assessment, create an outreach strategy and complete local capability assessments.
2	Input on mitigation goals and actions, implementation and maintenance procedures, and review and adopt final plan for submission to FEMA

Stakeholder/ Public Outreach Meetings

1	Present basemaps, capability assessments, risk assessment, and draft mitigation actions for feedback and further development.
2	Opportunity to review and comment on final draft.

Capabilities Assessment

Each municipality's laws, programs, documents, and departments were reviewed to identify the plans, regulations, personnel, and funding mechanisms available to the county and planning partners to impact and mitigate the effects of natural hazards. The county and cities have the capacity to expand their hazard mitigation capabilities through the training of existing staff, cross-training staff across program areas, and hiring of additional staff, as well as acquiring additional funding through the attainment of grand funds, raising of taxes, and levying of new taxes. The complete table of the existing capabilities of each community and a discussion of how each participant can expand on and improve the capabilities described can be found in **Appendix A**.

Resources and Existing Plans

Resources

To conduct hazard risk assessments, various resources were used to gather and analyze data on past hazard events and their impacts on the planning area. The preliminary findings of the hazard risk assessments were presented at Core Meeting 2, and then shared in their entirety with the participants to develop mitigation actions. The information obtained from these assessments facilitated discussions that helped participants develop actions for their respective communities. Resources used for the assessments include the U.S. National Oceanic and Atmospheric Administration (NOAA), U.S. Geographic Society (USGS), U.S. Department of Health and Human Services, U.S. Departments of Agriculture, FEMA, U.S. Army Corp of Engineers (USACE), Texas Water Development Board (TWDB), Texas A & M Forest Service, Texas Commission on Environmental Quality (TCEQ), Texas Division of Emergency Management (TDEM), Texas General Land Office (GLO), local reporting, and other sources.

Existing Plans

Many local plans, programs, and ordinances were reviewed in anticipation of developing mitigation actions to respond to the community risks from hazards discussed in this report.

The following is a selection of existing plans used to develop background information and as a starting point for discussing past and current capabilities, hazards, and mitigation actions.

Texas State Hazard Mitigation plan - The primary role of the plan is to motivate state agencies and local government, as well as the private sector, to prevent catastrophic impact to property and people from natural hazards by addressing their potential for risk, identifying mitigation actions; and establishing priorities to follow through with those actions through collaborative, analytical mitigation planning. An additional role of the plan is to provide the framework for local planning teams to use as a springboard and resource when addressing their local mitigation planning requirements and strategies. The 2018 State Plan is the most recent update.

Guadalupe Blanco River Authority (GBRA) 2018 HMP – GBRA provides stewardship for the water resources in its ten-county statutory district, which begins near the headwaters of the Guadalupe and Blanco Rivers, ends at San Antonio Bay, and includes Kendall, Comal, Hays, Caldwell, Guadalupe, Gonzales, DeWitt, Victoria, Calhoun and Refugio counties. Planning and resource development efforts are carefully coordinated within the broader consideration of regional and statewide water needs to fulfil GBRA's primary responsibilities of developing, conserving and protecting the water resources of the Guadalupe River Basin.

The Guadalupe-Blanco River Authority's Hazard Mitigation Plan Update is a single jurisdictional Plan. Numerous entities and businesses participated as stakeholders in the Plan, including numerous river authorities, Edwards Aquifer Authority, Texas Commission on Environmental Quality, and Texas Parks and Wildlife Department. These groups, and others, provided valuable input into the planning process. The focus of the Plan is to identify activities to mitigate hazards selected from the State Hazard Mitigation Plan which are deemed to pose a risk to the planning area. For each of the hazards selected, a detailed risk assessment was conducted as part of the hazard mitigation planning process. The risk assessment enables the GBRA to prioritize mitigation actions based on hazards that pose the greatest risk to lives and property.

Cypress Creek Watershed Protection Plan (2015) - The Cypress Creek Watershed Protection Plan is a proactive plan that addresses likely future nonpoint source pollution impairments of nitrogen and Total Suspended Solids. Although planning efforts focused primarily on surface water quality, the Stakeholders felt it was important to acknowledge the importance of properly managing the source groundwater in this Watershed Protection Plan. Accordingly, the plan incorporates groundwater and surface water components, spans agency jurisdictions, and is comprehensive in its approach for maintaining balance between natural resource management and economic development. This plan is significant because of its proactive nature, its engaged citizenry, its inclusion of source groundwater for a complete hydrologic picture, and its implications for other potentially impaired watersheds in Central Texas.

Hays County 2021 Transportation Plan - This document is a 2021 update to the Hays County Transportation Plan, which was last adopted in January 2013 and amended in 2016. The timeframes for recommendations in this plan update are short-term (through 2029), mid-term (2029-2039) and long term (2039-2045). Hays County is one of the fastest growing counties in the country. Keeping planning documents up to date allows the County to stay ahead of growth and development and be proactive in its efforts to provide a safe and

efficient transportation system while preserving the character, environmental features, and natural beauty of the county.

Hays County CHA and CHIP 2023 Final – The Hays County Local Health Department launched a Community Health Assessment (CHA) using the Mobilizing for Action through Planning and Partnership (MAPP) process. The goals, objectives, and activities from the Community Health Improvement Plan (CHIP) are designed to respond to the strategic issues identified from the assessment process. The plan emphasizes actionable steps the community can undertake to make real progress toward health equity. In doing so, the CHIP serves as a guiding framework toward realizing the visionary goals of the MAPP process, fostering a healthier and thriving community.

City of Buda Comprehensive Plan 2024 - This plan will be used to inform elected leaders and municipal staff in daily decisions regarding city services and development of land. It provides a consistent guide for growth and development decisions to ensure a healthy future for Buda. When new development proposals are submitted to the City, these and other stakeholders will use the planning framework established in this plan to determine whether a proposal fits within the community driven vision. When key investment decisions are needed (e.g., a new street or wastewater lines), City Council members can look to this plan and its associated focus plans for guidance.

City of Buda Economic Development Strategic Plan (2023/2024) - The Buda Economic Development Corporation works in partnership with the City of Buda and the Buda Area Chamber of Commerce to ensure that Business is Better in Buda. The BEDC will help play a strong part in the activation of Buda's updated comprehensive plan and continue momentum in Buda's historic downtown and Main Street District. BEDC is well positioned to attract higher quality jobs, continue to attract destination retail, support new development projects.

The plan stakeholders outlined key priorities that should guide future economic development decisions for the community. These are achieving operational excellence, creating effective marketing to promote Buda, targeted outreach for business attraction, nurture small to medium businesses, foster entrepreneurship, promote and enhance Downtown, attract destination retail & restaurants and support the City to expand tourism.

City of Buda Transportation and Mobility Plan (2020) - The City of Buda has developed this Transportation Mobility Master Plan (TMMP) to serve as a communication tool and guiding document for the growth of its transportation network, to improve safety and mobility for all modes of transportation. The TMMP describes the City of Buda's transportation needs and the projects that will address them. For these projects, the TMMP provides planning level estimates of timing and cost to inform future programming and funding efforts.

City of Kyle 2030 Comprehensive Plan Update - The existing 2020 Comprehensive Plan was adopted in 2010, updated in 2017, and is the long-range planning document that has helped guide the City of Kyle over the last decade. In the 21st century, Kyle has grown rapidly in both population and land area. Kyle's population has grown over 800% since the 2000 Census, from 5,000 citizens to just over 50,000 in 2022.

On January 16, 2024, the City Council voted unanimously to approve and adopt the Kyle 2030 Comprehensive Plan. It will serve as a guiding document for all future growth and

development in the City of Kyle. As the City continues to experience rapid growth, this Plan aims to address some of the issues that come along with such rapid growth such as fiscal sustainability, infrastructure, land use, and more. As the name suggests, this Plan outlines a "comprehensive", or all-inclusive, picture of city needs and desires. It summarizes the vision and values that are critical to a city, and outlines the path forward. There are always more demands than resources in cities, so clarity and advance planning is crucial.

Design Standards and Downtown Kyle Master Plan (2022) - City Council and Staff understand exponential growth must be carefully and strategically guided to support the Community's shared vision for a safe, healthy, prosperous, and self-reliant Kyle. While growth may be inevitable, low-quality construction and bad design are not. In 2021, the city hired a team of architects and planners to help create a clear set of design guidelines ("Design Standards") alongside a new vision for Downtown Kyle known as the "Downtown Master Plan". These two complimentary efforts will work in conjunction with the Vybe trail network to make Kyle, Texas as exceptional and unique as its history and charm.

Communities and development projects have been planned or built in nearly every area within Kyle's city limits. New construction has mainly been in areas along I-35, and in undisturbed greenfield sites outside of downtown. In and around the downtown core, there remain a number underdeveloped and underutilized parcels that are in the earliest stages of revitalization and transition. While the original goal of the design standards was to encourage good and appropriate design downtown, it was expanded to include all areas of Kyle.

Reimagine Dripping Springs – 2040 Dripping Springs Comprehensive Plan – Vision Statement, As the Gateway to the Hill Country, Dripping Springs is a friendly and charming community with unique scenic beauty. We are committed to exhibiting the best of small-town life in Texas by preserving our natural resources, neighborhoods, and dark skies. The Vision Statement is derived from the Community's Core Values. Community values, or in planning terms, "Guiding Principles", are the non-negotiable core standards that the community's residents wish to maintain. Values must be acknowledged, honored, and constantly defended to ensure that change and development occur in accordance with them. The 2040 Comprehensive Plan process identified a wide range of community values and guiding principles that guided the Plan process. These include Preservation / Nature / Environment, Rural / Country / Small Town, Community / Friendly / Family-oriented • Charming / Quaint / Local, Historic / Cultural, Dark Sky / Quiet and Growing / Economic Opportunity / Balance.

Water and Wastewater Facilities Plan for the portion of Hays County West of the IH-35 Corridor 2011 - Given the worsening water supply situation and the multiple municipal, regulatory districts, public and private water suppliers, and a plethora of individual on-site systems, Hays County government made application in 2008 to the Texas Water Development Board (TWDB) for a regional planning grant to study the situation and examine water and wastewater management options, infrastructure needs, and policy alternatives. The matching-funds grant was awarded, and in January 2009, HDR Engineering, Inc. was contracted to conduct this planning study. The scope of this study includes a closer look at the unincorporated and incorporated areas, a more detailed look at water infrastructure needs beyond the broader water supply planning of the regional water management plans, potential wastewater needs of the study area, and possible policy actions that may facilitate the provision of adequate water and wastewater utility service and help protect environmental resources.

City of Wimberly Comprehensive Plan 2016– The Comprehensive Plan for the City of Wimberley is a long-range planning tool that provides a vision to guide the city government in meeting the expectations of residents, business owners and visitors over the next 20 years. The city should enact and enforce ordinances in a manner to ensure they comply with the Comprehensive Plan. The vision of the plan is:

1. To preserve and enhance the beauty of our environment, protecting and conserving our natural resources and the habitat of wildlife that share the valley with us.

2. To permit only such development and use of land as fulfills our commitment to conservation, quality and harmony, rejecting over-commercialization and development of any kind that is inappropriate in size, character, purpose or appearance,

3. To carry forward into the future the cherished traditions of our chosen lifestyle as residents of a small town – neighborliness, vibrant volunteer spirit and gracious welcome to visitors.

Wimberley Transportation Master Plan 2022 Update - The City of Wimberley adopted its first Transportation Master Plan (TMP) in 2010. That plan presented a program of projects which were collectively intended to address the highest-priority transportation and mobility needs of the city. Since 2010, the city has made modest progress toward implementation of those projects. In December2021, the city engaged CP&Y to update its TMP. The City's objective, which has been a fundamental guiding principle during the planning process, is to provide a safe and efficient transportation system without compromising the small-town character or natural beauty of the community. This document, the City of Wimberley Transportation Master Plan – 2022 Update (2022 TMP Update), supersedes the previous plan. In 2010, the population of Wimberley was 2,626. By 2020, the population was 2,839. This represents an 8.1percent increase in population over the ten-year period. Although the city continues to experience modest growth, at this time, there are no new large-scale developments planned within the Wimberley city limits. Ranch Road (RR) 12, which passes through the heart of the city, is the major north-south arterial through Wimberley. Other arterials (RR 2325 and RR 3237) are also generally oriented in a north/south direction. Major east/west connections do not exist. East/west movements are accommodated on a system of collectors and local roadways. Since 2010, the average daily traffic on RR 12 (downtown) has increased 3.2 percent. Much of Wimberley's economy is tourist-based. The "Wimberley Square" and surrounding area is the hub of the tourist area. Adequate downtown parking and accommodations for cyclists and pedestrians is a must for the community. Field observations of pedestrians and cyclists and other anecdotal data supports this need.

Texas State University Plan (2023-2029) - Texas State University has historically developed an extensive strategic plan to address the long-range vision, mission, goals and expectations of what the university should become by the end of the planning cycle. To make sure that critical concerns receive full attention in the near future, the president has highlighted a series of University Imperatives through the *Hopes and Aspirations High* vision: elevate student success; advance to Carnegie R-1 status; increase global and online enrollment; grow the Round Rock Campus; and become an employer of preference. In particular, University Goals 3-5 align most closely with the goals of this hazard mitigation plan. These are:

1. Goal 3: Expanding discovery, innovation, creativity, and research

- Build relationships with private sector, industry, government, and educational partners

2. Goal 4: Enriching community, collaboration, and partnerships
   - Build community relations, collaborations, and partnerships with external stakeholders
3. Goal 5: Developing infrastructure and resources
   - Provide infrastructure befitting a Carnegie R-1 university

Public and Stakeholder Involvement

The process of hazard mitigation planning presents an opportunity for Hays County, along with the participating jurisdictions, water utility, stakeholders and the general public, to assess and develop effective actions to mitigate the risk of loss of life and property damage that may result from a disaster occurring within or around the planning area. Public participation and stakeholder involvement in the Plan are critical to ensure that the components of the Plan are accurate and relevant to the needs of the community. The Planning Team develops a greater understanding of local concerns and legacy knowledge with input from individual citizens and the community as a whole. If citizens and stakeholders are involved it also imparts more credibility on the final Plan and increases the likelihood of successfully implemented mitigation actions.

Table 2-2. Plan Stakeholders

Aqua Texas	Bastrop County	Blanco County
Bluebonnet Electric Cooperative	BR3T	Buda Chamber of Commerce
Buda Economic Development Corporation	Caldwell County	CAMPO – Capital Area Metropolitan Planning Organization
Charter Communications	Chisolm Trail Fire Rescue	Comal County
Dripping Springs Chamber of Commerce	Dripping Springs HEB	Dripping Springs Home Depot
Dripping Springs Patriot Erectors	Dripping Springs Water Supply	Frontier Cable/Spectrum
GBRA	Goforth Water	Guadalupe County
Hays County Soil and Water Conservation District	Hays Trinity Groundwater Conservation District	Kyle Area Chamber of Commerce
North Hays County Fire & Rescue	LCRA	Pedernales Electric Cooperative
Plum Creek Conservation District	San Marcos Greenbelt Alliance	San Marcos River Foundation
South Hays Fire	Travis County	Upper San Marcos SCS
Wimberley Water Supply	West Travis County PUA	Wimberley Chamber of Commerce

The public input process can be viewed as three tiers of groups based on participation and responsibility for plan development and implementation.

The first tier is the Core Planning Team, which constitutes at least one representative from every participating jurisdiction. Their responsibilities and participation rates are the highest because they are required to attend every meeting in the project schedule. This includes Core Team Meetings, Jurisdictional Sub-Team Meetings, and Public Meetings. Two Core Planning Team Meetings were held throughout the development of this plan with action items and tasks for each member.

Figure 1-3: First Core-Team meeting at the Hays County Office of Emergency Services Main Conference Room, April. 24, 2023 10–11:30 AM

The second tier was the Jurisdictional Sub-Teams comprised of a greater number of members from each participating jurisdiction with the representative Core Team Member leading the meetings and ensuring that tasks were completed. Jurisdictional Sub-Teams are comprised of a diverse group of local officials that have day to day responsibilities for emergency response and preparedness, development review and regulations, and departmental or legislative decision-making authority. This second tier had responsibilities associated with the specific tasks assigned to each of the two meetings scheduled for this group. The first Jurisdictional Sub-Team meeting was held on Wednesday September 13, 2023 at the Hays County Office of Emergency Services Main Conference Room, from 10–11:30 AM. The second Jurisdictional Sub-Team meetings were held virtually throughout June and July 2024. These meetings included a final review of the mitigation action plan for each community, a priority exercise for the actions in the plan, and development of plan maintenance and implementation strategies.

Figure 1-3: First Jurisdictional Sub-team meeting at the Hays County Office of Emergency Services Main Conference Room, Sept. 13, 2023 10–11:30 AM

Figure 1-4: First Jurisdictional Sub-team meeting at the Hays County Office of Emergency Services Main Conference Room, Sept. 13, 2023 10–11:30 AM

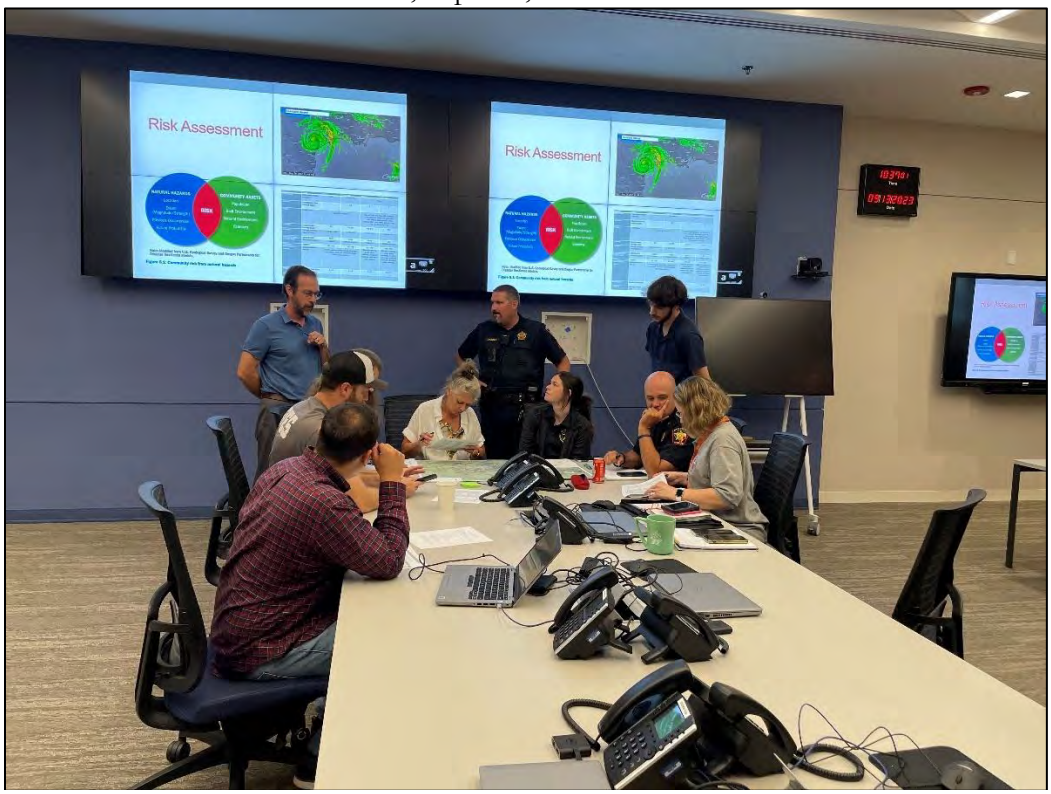


Table 2-3. Jurisdictional Sub-Teams

Entity	Position or Title	Department
Hays County	County EMC	Office of Emergency Services
Hays County	County Judge	Commissioner's Court
Hays County	ESD Fire Chief and County Fire Inspector	Government
Hays County	County Assistant EMC	Office of Emergency Services
Village of Bear Creek	Mayor	Government
Village of Bear Creek	Village Secretary	Government
City of Buda	Police Chief	Police Department
City of Buda	Fire Chief	Fire Department
City of Buda	Water Specialist	Engineering/ Public Works
City of Dripping Springs	Mayor	City Council
City of Dripping Springs	Chief Administrative Officer	Government
City of Dripping Springs	Manager	Government
City of Hays	Manager	Government
City of Hays	Chief Administrative Officer	Government
City of Kyle	Manager	Government
City of Kyle	Floodplain Administrator	Engineering
City of Kyle	Planning Director	Planning
City of Mountain City	Manager	Government
City of Mountain City	Chief Administrative Officer	Government
City of Niederwald	Manager	Government
City of Niederwald	Chief Administrative Officer	Government
City of Uhland	Manager	Government
City of Uhland	Chief Administrative Officer	Government
City of Wimberley	Mayor	Government
City of Wimberley	City Administrator	Government
City of Wimberley	City Secretary	Government
City of Woodcreek	Manager	Government
City of Woodcreek	Chief Administrative Officer	Government
Dripping Springs ISD	Superintendent	School District
Dripping Springs ISD	Director of Student Services	School District
Hays CISD	Superintendent	School District
Hays CISD	Director of Student Services	School District
San Marcos CISD	Superintendent	School District
San Marcos CISD	Director of Student Services	School District
Wimberley ISD	Superintendent	School District
Wimberley ISD	Director of Student Services	School District
Texas State University	Emergency Management Coordinator	Administration
Texas State University	Police Chief	Texas State Police Department

Figure 1-5: Public Meeting at the City of Kyle City Hall, January 24, 2024, 6 pm to 8 pm.

Figure 1-6: Figure 1-5: Public Meeting at the City of Dripping Springs Hall, January 24, 2024, 6 pm to 8 pm.

Two public workshops were held to gather input from local officials and the public for hazard mitigation. The first workshop was held on January 24, 2024, in the City of Kyle City Hall and the second workshop was held on January 25, 2024, in the City of Dripping Springs City Hall. Both public workshops were held from 6-8pm. The results of the survey were released in coordination with the first workshop to develop the final list of hazards to be studied. The workshops were designed to enable communities to examine critical facilities and vulnerable populations, as well as to provide feedback on general and specific vulnerabilities, and areas that are prone to natural hazards. Neighboring communities, as well as local and regional stakeholders, were invited via email and phone. They were given an overview of the planning process and briefed on how they can collaborate with participating jurisdictions to apply for future project funding for implementing mitigation projects that are relevant to their specific hazard risks.

In an effort to reach the widest audience possible, particularly underserved communities and vulnerable populations, Hays County as well as participating jurisdictions offered paper surveys at public facilities including public libraries and city hall buildings, as well as other locations, in addition to the online forms. The survey announcement as well as all meetings were advertised in English and Spanish on county and city websites as well as social media accounts and published in local newspapers with Spanish translation services available for all meetings. In addition, all in-person meetings were held in handicap accessible locations. No feedback was received from attendees self-identifying as a member of an underserved community or vulnerable population.

Figure 1-5: 2nd Core Team Meeting, April 24, 2024, Hays County Office of Emergency Management Services

The second Core Team meeting occurred on April 24, 2024, 10am – 11:30am, at the Hays County Emergency Center meeting room. The focus of this meeting was mitigation action plan development and this phase of the planning process is discussed in more detail in Section 17: Mitigation Strategy.

The following are a summary of findings from the public survey that was opened on September 15, 2023, and closed on December 15, 2023. The survey was first announced in the days following the first jurisdictional sub-team meeting and was advertised on flyers, QR code leaflets, the county website, city websites, social media, and by word of mouth by Core team members.

Summary of Findings from the Survey:

1. Approximately 37% of respondents were in the unincorporated areas of Hays County, 20% of the respondents stated that they were inside the city limits of San Marcos, just under 13% were from the City of Kyle, and 10% were from the Cities of Buda and Dripping Springs.
2. Drought was identified as the highest threat with 30% of all responses, followed by floods, wildfire, extreme heat, and thunderstorms.
3. Extreme heat, Wildfire, Severe Winter Storms, Thunderstorms, Severe Winter Storms, Drought, and Lightning are the more prominent responses in the hazards that had been experienced or hazards expected to be experienced.
4. 77% of respondents are not located in a floodplain, with just more than 8% identified as having flood insurance.
5. 50% of respondents are extremely concerned, 50% of respondents are somewhat concerned about being impacted by a disaster and 0% of respondents are not concerned.
6. The majority, 63%, have taken steps to make home, business, or community more resistant to hazards with 100% of respondents that would like to know more about how to.
7. Internet was identified as the most effective way to receive information about how to make home, business, or community more resistant to hazards at 43%.
8. Contact by text or e-mail was identified as the best single way to alert public to an imminent disaster at 53% with an all of the above approach using text, email, social media, and tv reports preferred by the 30%.
9. The mitigation activities that received the highest responses were to work on improving the damage resistance of utilities (electricity, communications, water / wastewater facilities, etc.), retrofit infrastructure, such as elevating roadways and improving drainage systems, retrofit and strengthen essential facilities such as police, fire, emergency medical services, hospitals, schools, etc., inform property owners of ways they can mitigate damage to their properties, and to provide better information about hazard risk and high-hazard areas.
10. Hazard prevention through building regulations, natural resource protection, structural projects, public education, and emergency services actions were identified as very important. Property protection was the only answer that was identified overall as somewhat important.

Qualitative Answers:

Question 12: Have you taken any actions to make your home, business and/or community more resistant to hazards? If "Yes", please described the action you have taken:

#	RESPONSES
1	New roof and front storm door plus cutting back trees 🌲
2	Prepared with: generator, water supply, stock dry goods, always have fresh gas, medical supplies, and flashlights, batteries etc! I live alone and I am older. I have 2 dogs that are very protective of their domain and myself! I don't have any firearms. I don't have any type of bunker. If it gets so bad that I need a gun or hide on my property, then I guess the lady is singing! It's over!
3	We have a large grassy area around our house in case of wildfires, our house was built at an elevation high enough to resist floods but Blanco Vista raised their elevation and dammed us in, we keep the river front natural to prevent large debris from coming up to the house, we are slowly making modifications to prevent freezing of our pipes and wells after snovid, etc.
4	Volunteering for and promoting CERT
5	We have cleared cedar trees and only have small burns with water hose
6	Cut trees back from property lines and over house. Built up walls of dry creek bed to direct water
7	back up power, lighting, food, water, first aid, blankets...
8	Landscaping to try to reroute water away from house, ongoing improvements as budget allows
9	buying more provisions such as food and water to get through several days, i have not improved anything structurally or changed anything environmentally, but have been preparing for disasters since they have increased in the last few years.
10	Keep trees trimmed up. Keep area uncluttered around the house.
11	We keep the trees trimmed and tree debris removed from the property.
12	Rain water collection, raise livestock, big garden, to go bags, food and water stored
13	Cleared cedar junipers and other vegetation for fire break. Conserve water to avoid well running dry. Had fireplace inspected and repaired and stocked up on firewood for winter storms.
14	Romoved dead trees & brush from the home
15	Too many
16	Selecting a property to build a house that is completely out of the floodplain. Using concrete siding and stone for home building materials to reduce the chance of natural or man-caused fires. Identifying and discussing within the household evacuation routes on public roadways to avoid being cutoff in the event of major flooding in our area.
17	N:A
18	Cert training, go bag and shelter in place discussion
19	Replaced 8 year old roof shingles with heavy grade shingles after windstorm damage. Installed solar.
20	Work with local planning and zoning commission

Question 17: Are there any other issues regarding the reduction of risk and loss associated with hazards or disasters in the community that you think are important?

#	RESPONSES
1	No
2	We have 4 Roads entering into Wimberley. Ranch Road 12 from San Marcos. RR12 from Dripping Springs, FM 3237 from Driftwood, and RR 2325 from Blanco. We can protect our town better than most towns. People are not receiving enough notice when a catastrophic disaster is happening! Most of us live on roads with low water crossings, near a river or creek. So to even get to a shelter is impossible unless we get notice in advance. I don't believe there is a building in Wimberley that can withstand a disaster. Last time the children were at Scudder Elementary. That was a nightmare! I always pick my children up when a bad storm is coming! Want the with me. So yes, there is a lot more to be done in Wimberley!! I've lived here for 44 years. I have never witnessed a community/Public Officials in Wimberley have an organized plan for a disaster. For example: FLOOD Memorial Weekend! Absolutely Devastating!!
3	rising crime
4	Better communication with property owners about what efforts are already underway.
5	Beef up Communications and coordinate efforts with surrounding cities/ESD/Fire Depts. Notifications have been subpar to say the least.
6	Do a little better with the backroads when it flood in terms of blocking the rds and making sure it's noticeable. I get that it's probably expensive to build no crossing barricades, but at least light them up more to make it more noticeable at night. I keep seeing people move the barricades and drive right through. So maybe find a less expensive way to like a gate or wrap red lights around the barricades so they can see don't go
7	Overuse of water resources is the MOST critical hazard/disaster in wimberley and surrounding are
8	We need tornado sirens
9	Over pumping water - Aqua Texas
10	Overpopulation
11	Too much nepotism, not enough experience. Let's use actual requests for proposals and quotes with an evaluation of long term effects to the county and it's growing population. The majority of this county is one "disaster" away from not having a place to live.
12	The county and the municipalities within need to prioritize updating their flood-prone roads now that they have approved and permitted the major housing developments across the county. Mobility on the east side of Kyle becomes greatly limited to only one safe roadway option for thousands of people that live in the newly developed areas with only minor amounts of rainfall/flooding. Bunton Creek Rd and Gristmill Rd are a prime example of areas that have low water crossings that become quickly inundated with floodwaters and force the residents of that area all to FM-150 East, creating a safety issue in itself with the overwhelmed roadway.
13	None
14	I can't think of any.
15	Excessive traffic preventing emergency response

SECTION 3: PLANNING AREA PROFILE

This section provides a profile of the hazard mitigation planning area.

Hays County

Hays County is located on the border between the Edwards Plateau and the southern Black Prairie region. The Balcones Escarpment divides it into hilly, tree-covered ranch country in the northwest three-quarters and grassy, agricultural plains in the southeast quarter. The principal natural grasses are big bluestem and Indian grass; trees commonly associated with Central Texas-including live oak, cedar, pecan, and mesquite-are indigenous to Hays County. The elevation rises from east to west, varying from 600 to over 1,400 feet. The county's numerous streams generally flow in an easterly direction; the principal waterways are Bear, Cypress, and Onion creeks and the Blanco and San Marcos rivers. The Edwards Aquifer underlies the eastern area, where San Marcos Springs, the second largest in Texas, delivers about 160 cubic feet per second. The soil varies from thin limestone to black, waxy, chocolate, and grey loam. The mean annual rainfall is 33.75 inches. The average maximum temperature in July is 96° F; the average minimum temperature in January is 40°. Hays County has a growing season of 254 days.

Population 2020 Census	241,067[1]
Change from 2010	+53.4%
Area (sq. mi.)	680
Altitude (ft.)	600-1,400
Rainfall (in.)	33.75
Jan. avg. min. (F°)	40
July avg. max. (F°)	96

San Marcos (population, 55,527) is the county's seat of government and home to Texas State University. Other communities include Wimberley (2,548) Kyle (32,673), Buda (10,822), Dripping Springs (1,919), and Hays (234). The county offers visitors attractions such as hunting and fishing, Blanco River water resorts, and artistic and cultural activities at Texas State University and in Wimberly.

[1] https://txcip.org/tac/census/profile.php?FIPS=48031

Figure 3-1: Map of Hays County

The Hays County Courthouse is an historic courthouse located in San Marcos, Hays County, Texas. It was built in the Classical Revival style in 1908. It is recognized by both the National Register of Historic Places and Texas Historical Commission.

Figure 3-2: Hays County Courthouse, City of San Marcos

Community Profiles and Economy

Hays County

The economy of Hays County, TX employs 125k people. The largest industries in Hays County, TX are Retail Trade (15,599 people), Educational Services (14,313 people), and Health Care & Social Assistance (12,350 people), and the highest paying industries are Mining, Quarrying, & Oil & Gas Extraction ($96,444), Information ($85,924), and Agriculture, Forestry, Fishing & Hunting, & Mining ($82,500).

City of Buda

Buda is located along Interstate Highway 35 (IH-35) and State Highway 45 (SH-45), just 20 minutes from both downtown Austin and Austin-Bergstrom International Airport. The population in Buda has grown over 107% percent from 2010 to 2020. With more parkland per capita than any City in the State, Buda is known as the Outdoor Capital of Texas.

The city is served by Hays Consolidated Independent School District (ISD), which has 22 campuses throughout Buda and Kyle. Buda students attend Carpenter Hill Elementary School, Elm Grove Elementary School, Dahlstrom Middle School, Jack C. Hays High School, and Moe and Gene Johnson High School. There are also 4 private schools that serve Buda, one of which is located within the jurisdictional boundaries. Buda is served by Buda Fire Department for fire and emergency medical services and the Buda Police Department for law enforcement.

There are over 15 subdivisions that host more than 4,800 homes with more in the permitting and development stages. Incorporated in 1948, Buda is a Home Rule City that has a council-manager form of government. Buda's major employers are shown in Table 3-1 and 3-2 shows the City's utility providers.

Table 3-1: Major Employers

Business Type	Name of Employer
Manufacturing	Texas Lehigh Cement
Manufacturing	Centex Materials

Manufacturing	CTX Builders Supply
Manufacturing	Chatleff Controls
Manufacturing	Nighthawk Foods
Retail	Cabela's
Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	The City of Buda, Goforth Water Supply

Table 3-2: Utility Providers

Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	The City of Buda, Goforth Water Supply

City of Dripping Springs

Dripping Springs lies roughly 25 miles west of Austin. Incorporated in 1981 and known as the "Gateway to the Hill Country", Dripping Springs is served by Dripping Springs Independent School District (ISD). Like most towns on the outskirts of Austin, Dripping Springs has grown and changed from a bedroom community/retirement destination to a city. With a relatively recent and steady influx of population, the city has had to pivot its priorities to keeping up with an increasingly larger population that demands higher quality services and amenities while contending with utility and infrastructure limitations.

Dripping Springs is a Type A General Law City governed by a Mayor and 4 Council members. Dripping Springs' major employers are shown in Table 3-3 and main utility providers are shown in Table 3-4.

Table 3-3: Major Employers

Business Type	Name of Employer
Government	Dripping Springs ISD
Retail	Home Depot
Retail	HEB
Construction	Patriot Erectors

Table 3-4: Utility Providers

Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	Dripping Springs Water Supply Corporation

City of Hays

Hays is located west of Farm to Market Road (FM) 1626 and about a mile and a half from FM 967 to the south and a mile and a half from Brody Lane to the North. Located 3 miles Northwest of Buda, the City of Hays is made up of 6 streets that make up the Country Estates subdivision. FM 1626 serves as the jurisdiction's southeast border.

Students attend schools within the Hays Consolidated Independent School District. Hays is governed by a mayor and 4 City Council members. The community is a General Law City which provides a limit on tax rates. General Law cities can only take actions allowed by the State legislature, similar to County level enforcement. The City's major utility providers are listed in Table 3-5 below.

Table 3-5: Utility Providers

Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	Edwards Aquifer through City of Hays Water System

City of Kyle

The city was incorporated in 1928 and is located in Hays County, in close proximity to the City of Austin. The city covers 31.27 square miles consisting of 31.07 square miles of land, 0.2 square miles of waters or waterways, and contains approximately 139 miles of public streets. According to the 2020 census, Kyle's population was 45,697 with a population density of 1,500/square mile. Kyle's population as of 2022 is estimated to be 48,484 with approximately 17,920 residential homes and 462 commercial businesses in the city. The city is continuing to grow at a rapid rate.

In higher education, Kyle sits just seven miles north of Texas State University located in San Marcos and is home to the Hays campus of the Austin Community College District which has been fully operational since 2014 with the college district's Public Safety Training Center opening a few years afterward.

The city is operated under a Council-Manager form of government and governed by an elected mayor and 6 City Council members. The City Council and planning and zoning commission regulate development within the city. Kyle has a Public Works Department, Planning Department, Engineering Department, and a sophisticated Building Department, all of which play a role in development in the city. The community is served by the Hays Consolidated Independent School District (ISD).

Kyle's major employers are shown in Table 3-6 and the main utility providers are shown in Table 3-7.

Table 3-6: Major Employers

Business Type	Name of Employer
Education	Hays CISD
Medical	Seton Medical Center Hays
Retail	Home Depot
Government	City of Kyle
Retail	Lowes
Education	Austin Community College- Kyle Campus
Retail	HEB Plus
Medical	Legend Oaks Healthcare & Rehabilitation
Retail	Target
Education	Austin Community College Hays Campus
Retail	Kohl's
Small Industry	Construction Metal Products
Small Industry	Southwestern Pneumatic
Small Industry	Miscellaneous Steel Industries

Table 3-7: Utility Providers

Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	City of Kyle, Monarch, County Line, and Goforth

City of Mountain City

Located 12 miles north of San Marcos in Central Hays County, Mountain City is less than a square mile in size. The community previously existed as a subdivision called Mountain City Oaks and incorporated as Mountain City in 1984. Served by Hays Consolidated Independent School District (ISD), the community has no school structures located within the city limits. Mountain City is 100% residential and does not have any employers besides home-based operations run and operated by community members.

Mountain City is governed by a Mayor, Mayor Pro-Tem, 3 Aldermen, and supported by a City Secretary, City Treasurer, and City Administrator. Mountain City's main utility providers are shown in 3-8

Table 3-8: Utility Providers

Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	Mountain City Oaks Water System

City of Niederwald

Located in Hays and Caldwell Counties, Niederwald is located on Highway 21, known as the Camino Real. Niederwald faces the challenges of having to conduct business in 2 separate County jurisdictions with a small staff and limited operating budget. The community is a General Law Type A municipality and is governed by a Mayor, Mayor Pro-Tem and 4 Council Members. These officials are supported by 1 member of the City Staff, the dual role City Administrator/Secretary. Served by the Hays Consolidated Independent School District and Lockhart Independent School District (ISD),

Niederwald incorporated in 1987 and currently is among the communities with the most farmland in Hays County. The city's major employers are listed in table 3-9 and main utility providers in table 3-10 below.

Table 3-9: Major Employers

Business Type	Name of Employer
Retail	Valero (convenience store/gas station)
Restaurant	H & Aleyda's Mexican Restaurant
Restaurant	El Camino Restaurant

Table 3-10: Utility Providers

Type	Provider
Electric	Bluebonnet Electric Cooperative/ Pedernales Electric Cooperative (PEC)
Water	Goforth Special Utilities District

City of Uhland

Uhland is a general law municipality that incorporated in 1985. Known as "The last stagecoach stop in Texas", Uhland is located along the Old Spanish Trail. Now located on State Highway 21, Uhland is a quickly developing community, interested in industrial and commercial growth. The City of Uhland's 2022 population estimate is 1,936 and the community shows signs of continued growth in coming years. A unique characteristic for the City of Uhland is that it resides in both Hays and Caldwell Counties.

The community is governed by 4 Council members, a Mayor Pro-Tem, and Mayor. The elected officials are supported by a City Administrator. City of Uhland students are served by Hays Consolidated Independent School District (HCISD). The City of Uhland is serviced by Chisholm Trail Fire Rescue for fire, San Marcos Hays County EMS and Caldwell EMS for emergency medical services, and the Hays County Sheriff's Office for law enforcement. The city's major employers are listed in table 3-11 and main utility providers in table 3-12 below.

Table 3-11: Major Employers

Business Type	Name of Employer
Small Industrial	Oyster Designs
Retail	Bon Ton Meat Market & Country Store
Industrial	Fire Star Concrete, Inc.

Table 3-12: Utility Providers

Type	Provider
Electric	Bluebonnet Electric/ Pedernales Electric Cooperative (PEC)
Water	County Line Special Utility District

City of Wimberley

The City of Wimberley is in Central Hays County at the confluence of Cypress Creek and the Blanco River. It is situated roughly 1,000 feet above sea level on the Edwards Plateau and is considered the heart of the Texas Hill Country. Wimberley is a tourist destination, known for its quiet secluded lodging, art, music, theater, quaint downtown with diverse shops, river and creeks, camps and retreats, and its frequent festivities. Home to the popular Blue Hole Regional Park, the 126-acre park is one of the only parks in the country that is fully sustainable.

The City's students are served by Wimberley Independent School District (ISD), which is made up of 4 schools that also act as a major employer for the community. The community does not collect ad valorem (property) tax, from Wimberley land owners. The $1 million general fund that supports their government operations is generated from sales tax revenue brought in by the community attractions. The lack of an ad valorem tax may have the effect of minimizing the incentive for growth in population and structures to serve that population, which reduces the risk of exposure to hazards. This also may have the downside of not having the revenue to sufficiently invest in hazard mitigation projects and programs.

Incorporated in May of 2000, Wimberley previously existed as a census-designated place (CDP). The community is governed by a mayor and 5 council members and is supported by 17 city staff and many volunteers. The city's major employers are listed in table 3-13 and main utility providers in table 3-14 below.

Table 3-13: Major Employers

Business Type	Name of Employer
Education	Wimberley Independent School District

Table 3-14: Utility Providers

Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	Wimberley Water Supply Corporation/ Aqua Texas

City of Woodcreek

The City of Woodcreek is a small community surrounded by creeks, situated on 696 acres of land, with much of the acreage devoted to the community golf course. An average of 10 new homes are built per year and 72-unit apartment complex opened in 2017.

The city is made up of several (but not all) phases of the Woodcreek subdivision. The City of Woodcreek incorporated in 1984 and according to City staff, "enjoys a low tax rate and high quality of life." The community has a Master Plan that was adopted as a 10-year plan to reconstruct the 10 miles of streets within the city limits.

Industry in the community includes a Golf Course, and a youth camp called Camp Young Judaea. These 2 recreational attractions, along with a liquor store, account for most of the sales tax revenue for the community. Woodcreek's students are served by Wimberley Independent School District (ISD). The city is governed as a Type A-General Law community, with a mayor and 5 City Council Members. The city's major employers are listed in table 3-15 and main utility providers in table 3-16 below.

Table 3-15: Major Employers

Business Type	Name of Employer
Recreational	Camp Young Judaea
Recreation	Quick Sand Golf Course
Retail	Hill Country Spirits

Table 3-16: Utility Providers

Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	Aqua Texas

Village of Bear Creek

Located in Northern Hays County, this bedroom community values its freedom from regulation and taxation from large cities that have sought their annexation in the past. The community boundaries surround the Bear Oaks Subdivision which voted to be incorporated as a village on November 4, 1997. Regarded as "the Best Little Town in Texas", Bear Creek prioritizes maintaining the rural character of their area and their discretion on how it is developed.

Bear Creek is governed by a mayor and 2 Commissioners and supported by a Village Secretary. The community owns no public buildings, equipment or vehicles.

Children in the Village attend schools within Dripping Springs Independent School District (ISD). Village of Bear Creek is serviced by North Hays Fire/Rescue for fire, San Marcos Hays County EMS for emergency medical services, and the Hays County Sheriff's Office for law enforcement. Bear Creek's main utility providers are shown in Table 3-17 below.

Table 3-17: Utility Providers

Type	Provider
Electric	Pedernales Electric Cooperative (PEC)
Water	West Travis County Public Utility Agency/ Private Wells and Rainwater Collection Systems

The Village of Bear Creek is 100% residential, and has no commercial properties outside of operations that are run out of residences.

Population and Demographics

The 2020 Census count for Hays County is 241,067, of which 15,108 were residents of the City of Buda, 4,650 were residents of the City of Dripping Springs, 227 were residents of the City of Hays, 45,697 were residents of the City of Kyle, 622 were residents of the City of Mountain City, 668 were residents of the City of Niederwald, 1,588 were residents of the City of Uhland, 2,839 were residents of the City of Wimberley, 1,770 were residents of the City of Woodcreek, and 397 were residents of the Village of Bear Creek.

Table 3-18: Population of Hays County and participating jurisdictions

Jurisdiction	2020 Census Population	2022 Population Estimate[2]	Estimated Vulnerable or Sensitive Populations[3]		
			Youth (Under 5)	Elderly (Over 65)	Below Poverty Level
Hays County*	241,067	269,225	32,508	15,529	26,986
City of Buda	15,108	14,997	1,465	993	1,179
City of Dripping Springs	4,650	5,495	945	313	168
City of Hays	227	138	51	4	13
City of Kyle	45,697	48,484	3,579	3,606	3,457
City of Mountain City	622	726	113	71	9
City of Niederwald	668	911	165	117	238
City of Uhland	1,588	1,936	125	143	138
City of Wimberley	2,839	2,858	673	15	219
City of Woodcreek	1,770	2,389	815	113	76
Village of Bear Creek	397	485	113	26	2

* County Totals include jurisdictional totals, including the City of San Marcos which is not shown

Texas State University

Texas State University (TXST) is a public research university with its main campus in San Marcos, Texas and another campus in Round Rock. Since its establishment in 1899, the university has grown to be one of the largest universities in the United States. Texas State University reached a record enrollment of **40,678** students in the 2024 fall semester, continuing a trend of enrollment growth over several years.

Texas State University offers over 200 bachelor's, master's, and doctoral degree programs from its ten colleges. The university is accredited by the Southern Association of Colleges and Schools (SACS) and designated as a Hispanic-Serving Institution (HSI) by the U.S. Department of Education. Texas State is classified among "R2: Doctoral Universities – High research activity" and an Emerging Research University (ERU) by the State of Texas. It spent over $140 million in research expenditures during fiscal year 2023.

The 36th president of the United States, Lyndon B. Johnson, graduated from the institution in 1930; Texas State University is the only college or university in Texas to have a U.S. president as an alumnus. Texas State's main campus consists of 245 buildings on 507 acres (2.05 km^2) of hilly land along the San Marcos River.

[2] 2022 American Community Survey (ACS) Population Estimates
[3] The Estimated Vulnerable or Sensitive Populations are based off of the 2022 American Community Survey

ISD Population

Dripping Springs ISD

Dripping Springs Independent School District is a Pre-K thru Grade 12 public school district based in the northwest portion of Hays County, serving approximately 8,000 students from the community of Dripping Springs and surrounding areas. There are three campuses, one elementary school, one middle school, and one high school. In addition to Dripping Springs, the district serves Driftwood and the village of Bear Creek and rural areas in northwestern Hays County. A small portion of southwestern Travis County also lies within the district.

Hays CISD

Hays Consolidated Independent School District is a public school district based in the City of Kyle. In addition to Kyle, the district serves the city of Buda, and other areas in northern Hays County. The Hays Consolidated Independent School District reaches more than 221 square miles. The district's 23 campuses are located throughout northern Hays County, serving nearly 20,000 students.

San Marcos CISD

San Marcos Consolidated Independent School District is a public school district based in San Marcos, Texas, USA. The school district covers 210 square miles mainly in Hays County and portions of Guadalupe and Caldwell counties. In addition to San Marcos, the district also serves the towns of Martindale, Reedville and parts of Maxwell. The district extends into small portions of Caldwell and Guadalupe counties.

Wimberley ISD

Wimberley Independent School District is a public school district based in Wimberley, Texas, United States. In addition to most of Wimberley, the district serves the city of Woodcreek. In addition to Hays County, it extends into Comal County. The district was formed on July 1, 1986, from portions of the Hays Consolidated and Dripping Springs districts.

Table 3-19 below provides the population of employees, students, and vulnerable populations for each school district

Table 3-19: ISD Population

ISD	Employees	Students	Children (under5)	Staff with Outdoor Jobs
Dripping Springs ISD	1,147	8,709	244	17
Hays ISD	3,500	23,442	797	84
San Marcos Consolidated ISD	1,320	8,195	256	17
Wimberley ISD	415	2,661	164	8

*Includes bus drivers and maintenance workers

Population Growth

The Census 2010 population for Hays County is 157,107 and the 2022 population estimate for Hays County is estimated to be 269,225, a 71% increase in population over 22 years. This 2022 estimate is produced by the U.S. Census Bureau using updated housing unit estimates to distribute county household population to the subcounty area based on housing unit change. Overall, Hays County and all participating jurisdictions experienced an increase in population between 2010 and 2022. The only jurisdiction to experience a decrease over this period of time was the City of Hays. Table 3-20 provides historic and projected population change rates in Hays County and all participating jurisdictions.

Table 3-20: Population Change

Jurisdiction	2010 Census	2020 Census	2022 Estimate	Pop Change (2010-2020)	% Change (2010-2020)	Pop Change (2010-2022)	% Change (2010-2022)	Pop Change (2020-2022)	% Change (2020-2022)
Hays County*	157,107	241,067	269,225	83,960	61%	112,118	71%	28,158	12%
City of Buda	7,295	15,108	14,997	7,813	107%	7,702	106%	-111	-1%
City of Dripping Springs	1,788	4,650	5,495	2,862	160%	3,707	207%	845	18%
City of Hays	217	227	138	10	5%	-79	-36%	-89	-39%
City of Kyle	28,016	45,697	48,484	17,681	63%	20,468	73%	2,787	6%
City of Mountain City	648	622	726	-26	-4%	78	12%	104	17%
City of Niederwald	565	668	911	103	18%	346	61%	243	36%
City of Uhland	1,014	1,588	1,936	574	57%	922	91%	348	22%
City of Wimberley	2,626	2,839	2,858	213	8%	232	9%	19	1%
City of Woodcreek	1,457	1,770	2,389	313	14%	932	64%	619	35%
Village of Bear Creek	382	397	485	15	4%	103	27%	88	22%

* County Totals include jurisdictional totals, including the City of San Marcos which is not shown

Population Projections

Population projections are a useful tool to understand how future growth and development may affect vulnerability to hazards. Planning and growth management efforts will guide city infrastructure investment away from hazard prone areas as both occupied and vacant areas are considered for future development. Population projections from 2030 to 2080 are listed in Table 3-21 and are based on Texas Water Development Board (TWDB) demand projections used for the 2026 State Water Plan. Population projections are based on county-level 1.0 migration scenario projections from the Texas Demographic Center (TDC), which used migration rates between the 2010 and the 2020 decennial Census to project future growth. The population projections show an increase in population for the overall Hays County Planning Area of 1,240,600 persons over the 50-year period, or 275%. However, with the recent uptick in growth between 2020-2022, the 50-year projections may tell a different story once 2030 decennial Census is taken into account. As is evident from the last

22 years of population data, Hays County and participating jurisdictions are growing rapidly and will continue to do so as the I-35 corridor between Austin and San Antonio see continued growth. The TDC does maintain population projections for the Cities of Mountain City, Niederwald, Uhland, and Woodcreek and the Village of Bear Creek. The changes in population to Hays County and all participating jurisdictions are anticipated to increase the impacts of hazards on vulnerable assets and populations in the area due to high growth projections over the 50-year outlook.

Table 3-21: TWDB Population Projections

Jurisdiction	P2030	P2040	P2050	P2060	P2070	P2080
Hays County**	451,531	638,523	876,457	1,146,428	1,406,124	1,692,131
City of Buda	20,475	28,665	34,156	39,620	45,959	53,312
City of Dripping Springs	16,368	23,698	34,310	40,673	40,673	40,673
City of Hays	1,109	1,601	2,248	3,127	4,123	5,250
City of Kyle	61,050	91,138	124,117	139,145	144,092	147,735
City of Mountain City*	-	-	-	-	-	-
City of Niederwald*	-	-	-	-	-	-
City of Uhland*	-	-	-	-	-	-
City of Wimberley	5,272	7,640	10,758	14,989	19,834	25,379
City of Woodcreek*	-	-	-	-	-	-
Village of Bear Creek*	-	-	-	-	-	-

*Municipality not included in the 2026 Regional Water Plan TWDB population projections as a separate entity
** County Totals include jurisdictional totals, including the City of San Marcos which is not shown

Existing and Future Land Use and Development Trends

It is expected that commercial and residential growth will increase along the transportation corridors as they are upgraded leading to Hays County principally from Travis County to the north and Comal County to the south but also Blanco, Caldwell, and Guadalupe Counties. Communities along the I-35 and US 290 West corridors will experience more targeted growth as access is expanded and improved. While land development, redevelopment, and the general conversion from open space to imperious areas will be most pronounced within the city limits and extra-territorial jurisdictions (ETJ) along larger corridors, all municipalities and the unincorporated Hays County areas just outside these boundaries area expected to continue to experience growth pressure over the next 5 years.

As these changes in land use are realized, the impacts from hazards are expected to be diminished due to better understanding, modeling, and regulatory control of areas that are at higher risk of being affected by hazards such as floodplains and the wildland urban interface. Staying current on updating building codes and the enforcement of existing codes and regulations have also served to diminish the impacts from hazards. New methods of road design and construction will also increase the resilience of and access to transportation infrastructure in the event of hazardous conditions or evacuation requirements.

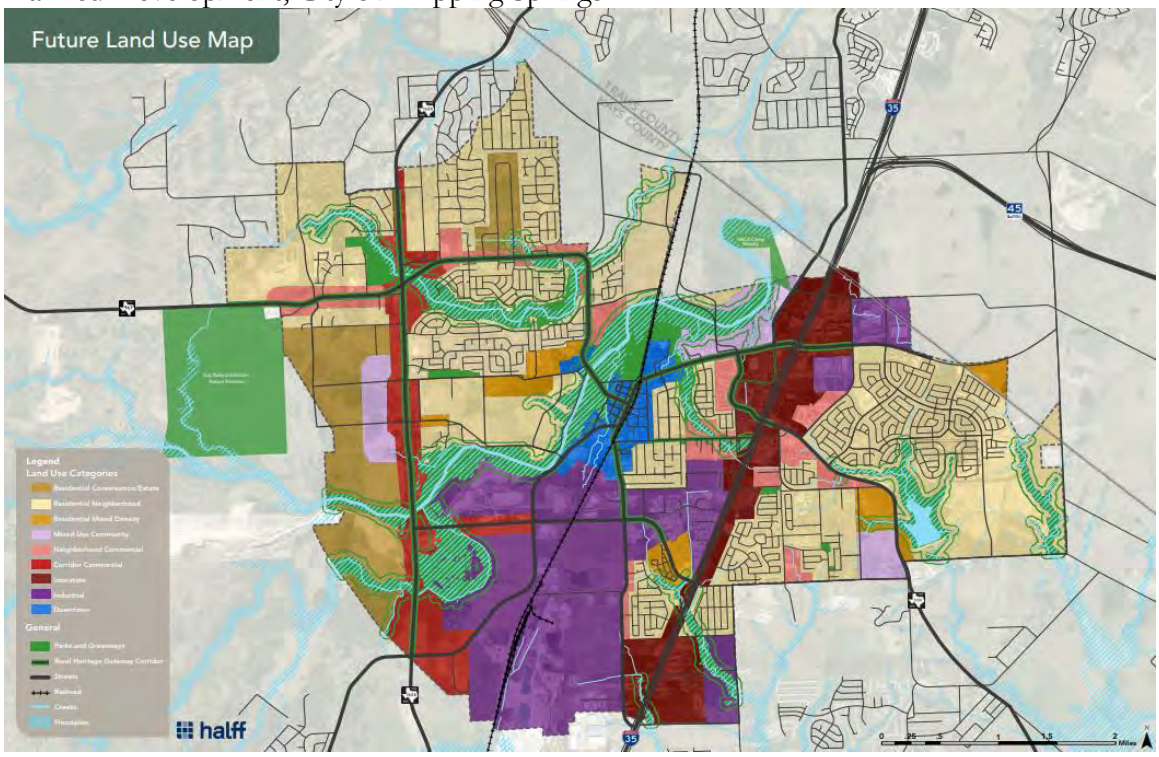
Hays County

Hays County has grown by over 50% in the last ten years. Among counties with populations of 100,000 or more, Hays County has continuously topped the list as one of the fastest growing counties in the United States. Hays County is going to continue experiencing the greatest growth in the incorporated areas that lie adjacent to or near the I-35 corridor. This includes the communities of Buda, Kyle, and San Marcos. The City of Dripping Springs will also continue to experience growth principally along the US 290 corridor in the northwestern part of the county.

City of Buda

Buda residents primarily live in single-family homes in a collection of neighborhoods that were mostly constructed over the last 20 years. Since 2015, an average of 215 single-family housing units per year have been permitted. The majority of houses (52%) have been constructed since 2010. Buda has six constructed multi-family developments representing 1,331 units, of which 290 are senior housing units. The largest residential neighborhood in Buda is not in the city limits but in the ETJ. Sunfield, a municipal utility district, currently has about 3,000 total residences with a build-out of 5,300 units anticipated. Given the declining availability of undeveloped land and increasing land values, much of the future residential growth is likely to occur on land presently within Buda's ETJ.[4] The Future Land Use Plan and Map from the Comprehensive Plan serves as the primary guide for future development.

Planned Development, City of Dripping Springs



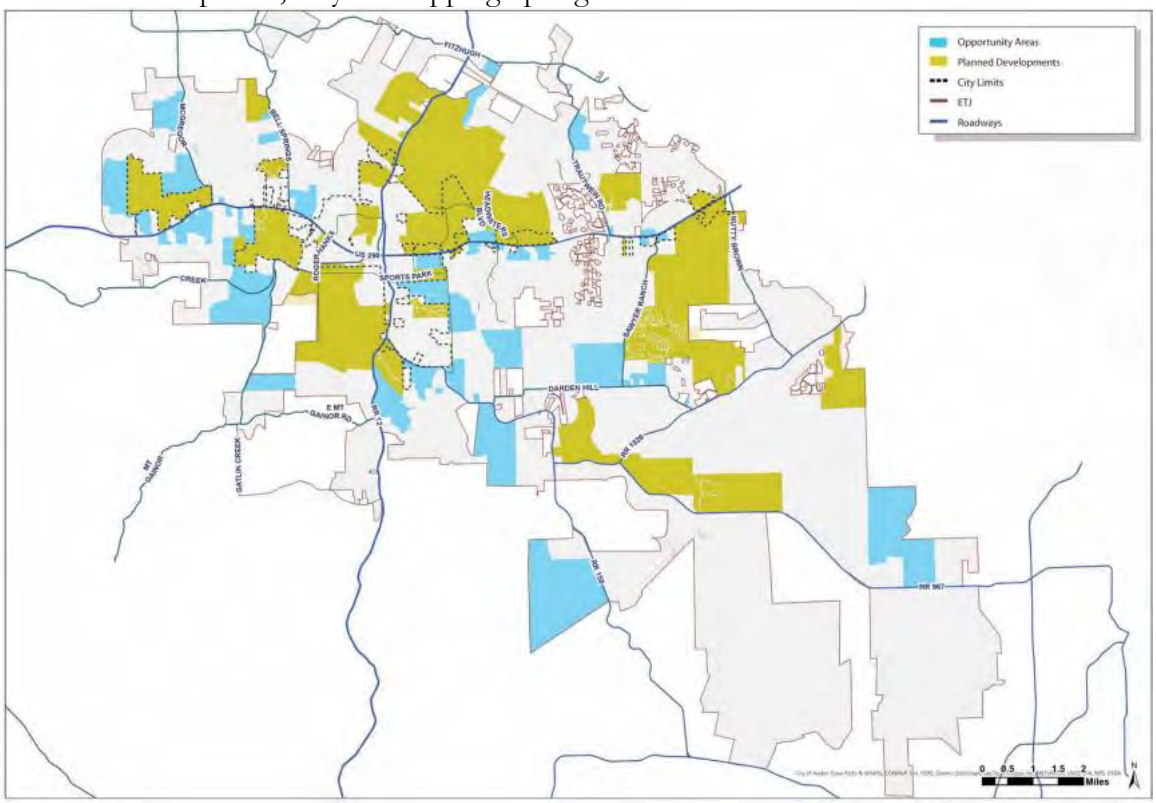
Source: Our Buda, Our Future Comprehensive Plan

[4] Our Buda, Our Future Comprehensive Plan

City of Dripping Springs

The community has experienced a large surge of development in their municipal boundaries as well as their extraterritorial jurisdiction areas over the past 10 years. New developments have been added and are planned principally to the north, east, and south of the city both in the ETJ and the city limits and several have requested annexation before construction has begun. Due to topography, the City of Dripping Springs has developed with a hierarchical street system with a low level of interconnectedness requiring the use of major corridors for most trips. This expansion of the population and the city limits is expected to continue and will impact hazard mitigation planning due to having a larger geographic area with more people living in it in which it is necessary to deploy city resources to mitigate and respond to hazards.

Planned Development, City of Dripping Springs



Source: City of Dripping Springs Comprehensive Plan

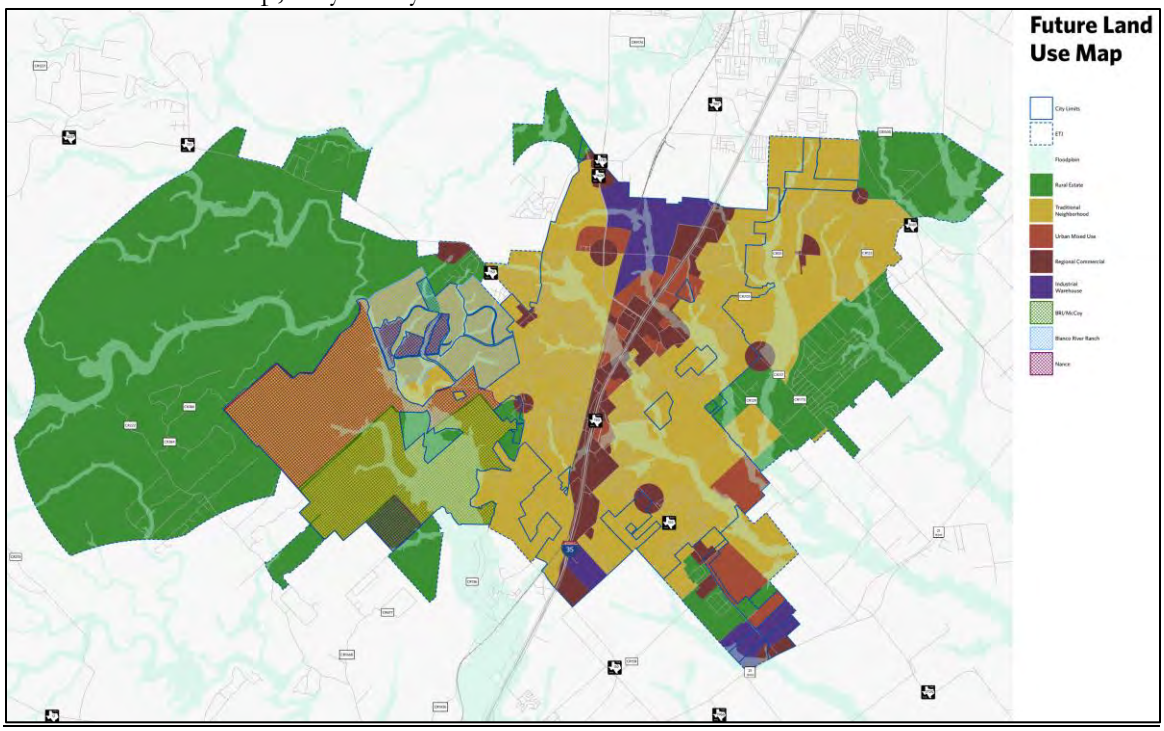
City of Hays

The city is purely residential and nearly fully developed. There are 90 homes in 1 subdivision that make up the community. City of Hays is 100% residential and does not have any employers besides home-based operations run and operated by community members.

City of Kyle

The future land use map below shows the City of Kyle geographically expanding east of I-35 as well as planned growth areas identified as subdivisions west of CR336 and south of SH 150.

Future Land Use Map, City of Kyle



City of Mountain City

The community is 100% residential with 237 structures making up the entire City.

City of Niederwald

Niederwald has 9 subdivisions within the city limits that are a combination of site-built and mobile homes. The community land uses are approximately 40% single-family home subdivisions, 40% manufactured/mobile homes, 10%-15% farmland and undeveloped tracts and 5% ranchettes and commercial uses.

The overall community development goal is to increase retail and residential land uses. There is currently 1 convenience store and 2 restaurants that support the tax base.

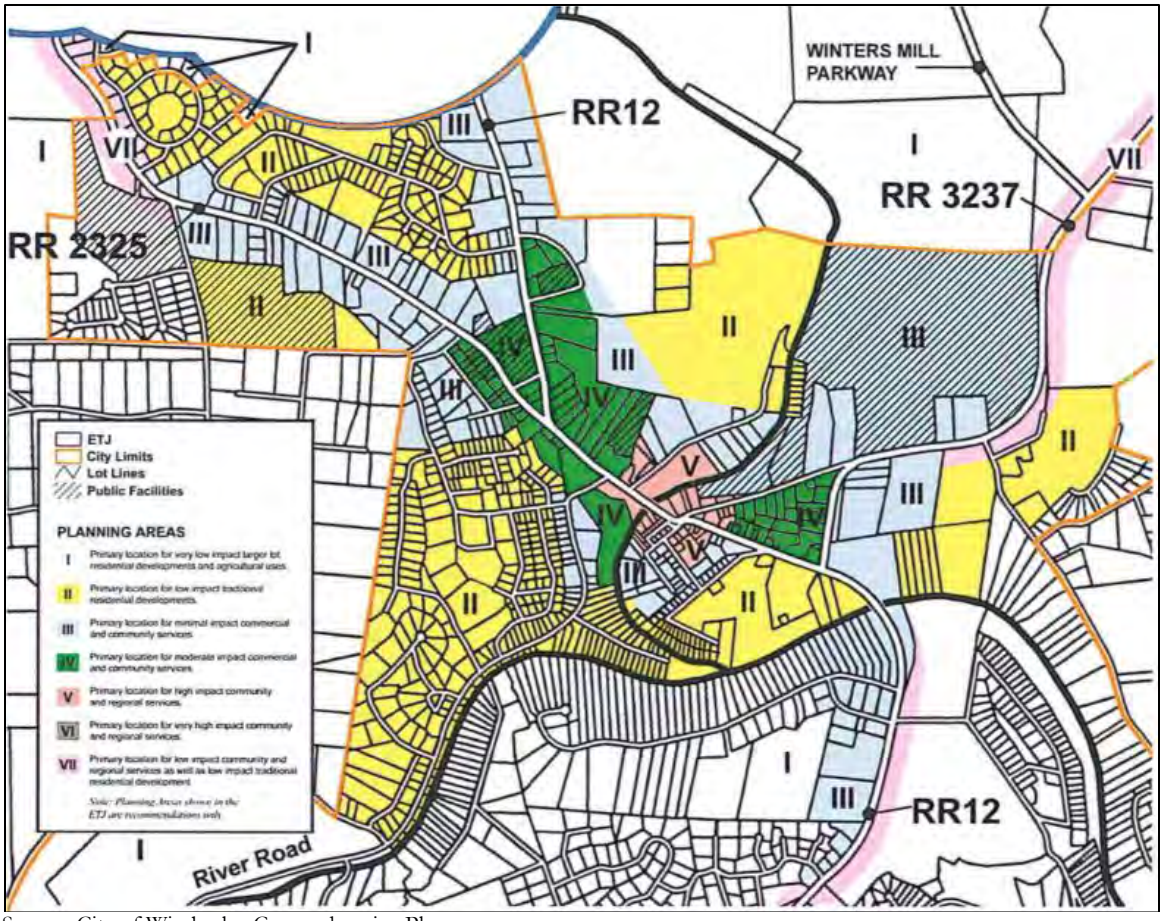
City of Uhland

The Highlands at Grist Mill is a recently approved development with a community entrance on Grist Mill Road.

City of Wimberley

In 2010, the population of Wimberley was 2,626. By 2020, the population was 2,839. This represents an 8.1 percent increase in population over the ten-year period. Although the city continues to experience modest growth, at this time, there are no new large-scale developments planned within the Wimberley city limits. Ranch Road (RR) 12, which passes through the heart of the city, is the major north-south arterial through Wimberley. Other arterials (RR 2325 and RR 3237) are also generally oriented in a north/south direction. Major east/west connections do not exist. East/west movements are accommodated on a system of collectors and local roadways. Since 2010, the average daily traffic on RR 12 (downtown) has increased 3.2 percent. Much of Wimberley's economy is tourist-based. The "Wimberley Square" and surrounding area is the hub of the tourist area. Adequate downtown parking

and accommodations for cyclists and pedestrians is a must for the community. As the city grows and traffic increases, a second bridge over the Blanco River will become a safety and mobility necessity.



Source: City of Wimberley Comprehensive Plan

Village of Bear Creek

The Village of Bear Creek is located in the Bear Creek Oaks Subdivision (687 acres) in Hays County, Texas. The subdivision was developed in the late 1970's by Robert Ingrum and E. D. Bohls and was originally part of the Koening Family Ranch. The subdivision was planned with 5 and 6-acre tracts, some of which have been subdivided. Several property owners own more than one tract so there exists today a 22-acre tract, an 18-acre tract and several 10-acre tracts. This fairly new community is comprised of approximately 159 residences within 687 acres in Hays County.

Village of Woodcreek

The primary growth areas for the village of Woodcreek are

1. CR218 corridor: This area includes the Shadow Valley subdivision in the north and a swath of land to the south approximately ½ mile wide along CR218.
2. Ledgerock subdivision: This area follows established subdivision boundaries.
3. Woodcreek North: This area follows the subdivision boundaries for Woodcreek Phase II, west of Jacob's Well Road.
4. Wimberley & Woodcreek: Includes the remainder of the Woodcreek subdivision east of Jacob's Well Rd. and some surrounding parcels, plus areas of northern

Wimberley and its ETJ to the RR12/RR2325 intersection in downtown Wimberley.

5. Skyline Ranch subdivision: Includes the Skyline Ranch, Skyline Acres, Sagemont, and Wimberley Heights subdivisions.
6. Wimberley East: Includes downtown Wimberley along RR12 and areas to the north and east of RR12. Includes several large-lot inholdings, the Cypress Creek Acres, Ranch at Wimberley, and Pinnacle Ridge subdivisions, and areas along Winter's Mill Pkwy. Much of this area is within Wimberley and Woodcreek ETJs. (From "Understanding Hill Country Water Resources, pg. 11)

Critical Facilities and Assets

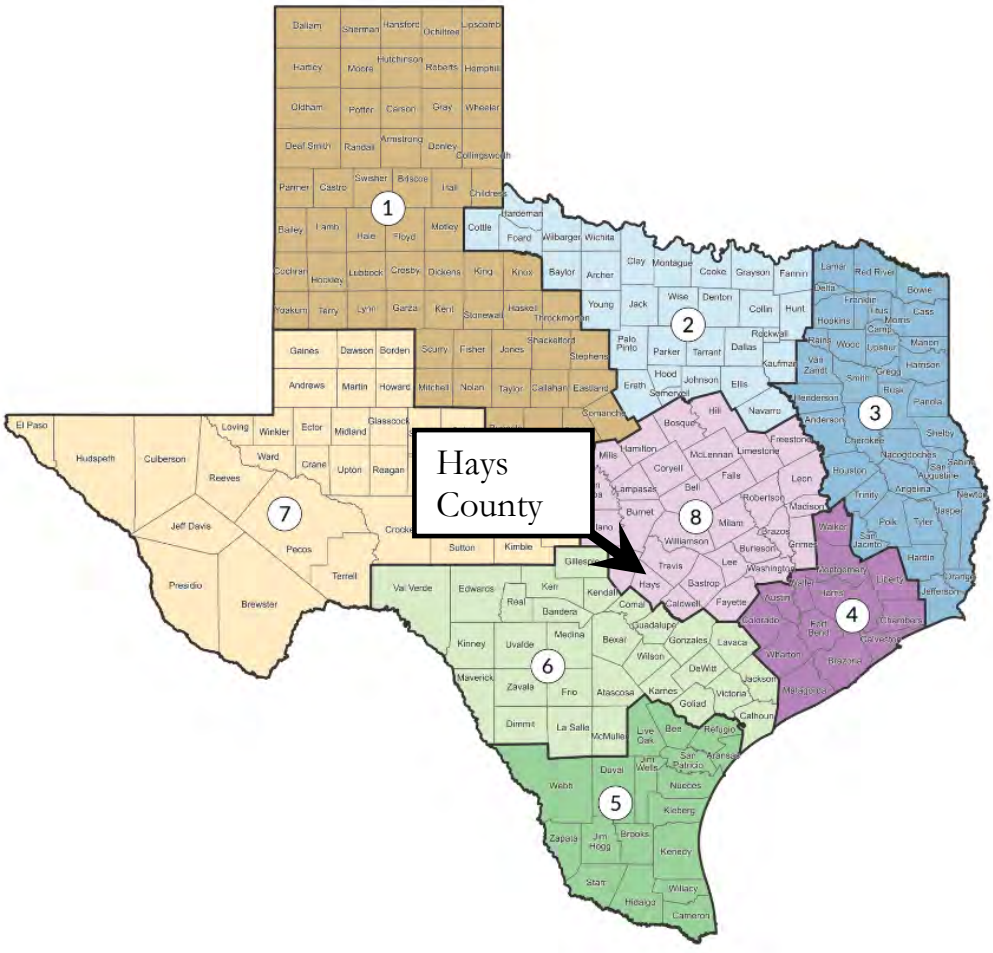
For certain activities and facilities, even a slight risk from a hazard event is too great a threat. FEMA defines these types of places as critical facilities; hospitals, fire stations, police stations, courthouse, communications, public schools, utility infrastructure and similar facilities where essential programs/services are provided. These facilities should be given special consideration when formulating regulatory alternatives, floodplain management plans, and mitigation actions. A critical facility should not be located in a floodplain if at all possible and emergency plans should be developed to continue to provide services during a flood or hazard event. If located in a floodplain it should be provided a higher level of protection so that it can continue to function and provide services during and after a flood. Hazard mitigation actions to mitigate risk to critical facilities are included in this Plan by jurisdiction in Section 19 and a summary of critical facilities is provided in **Appendix D.**

SECTION 4: HAZARDS AND RISK

Based upon a full review of the range of hazards suggested under FEMA planning guidance and input from Hays County Core Team members, 12 hazards have been identified as important to be addressed in the Hays County Hazard Mitigation Plan Update. These were chosen based upon a review of the State Hazard Mitigation Plan, a review of the historical record of disaster declarations for the Hays County planning area, historical incidents contained in the National Centers for Environmental Information (NCEI), and local records and accounts of magnitude and damages from different and distinct hazard events.

According to the State Hazard Mitigation Plan, Hays County is located within the western portion of Texas Division of Emergency Management Region 8 where floods, wildfire, and drought can be expected to dominate the hazard profile. This is a rapidly developing area located in the geographic region known as "flash flood alley." It is also one of the areas in Texas that is losing the most working lands such as farms, ranches, and forests. Increasing urbanization in an already flash flood prone area makes this region particularly vulnerable to riverine flooding.

Figure 4-1: Texas State Texas Division of Emergency Management Regions



Source: Texas Division of Emergency Management

The increased risk for these specific hazards in the planning area is confirmed in the table below. Disaster declarations are made at the county level and are not specific to any one city or sub-area, however, it is illustrative for local emergency planners to understand the type and frequency of the hazards impacting the larger region. Keep in mind that the incidents listed are only those that had a level of impact sufficient to necessitate a disaster declaration and that hazards have affected the area more frequently than what the table may initially suggest. Statewide disaster declarations are not included in this list.

Table 4-1: Disaster Declarations in Hays County

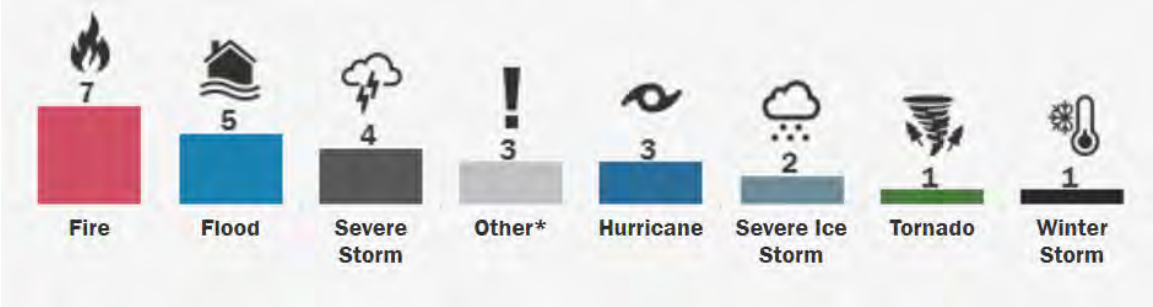
Disaster Number	Year	Title
286	1970	Tornado
333	1972	Flood
930	1991	Flood
3113	1993	Drought
1179	1997	Flood
1239	1998	Severe Storm
1257	1998	Flood
3142	1999	Fire
2352	2001	Fire
1425	2002	Flood
3216	2005	Hurricane
1606	2005	Hurricane
2617	2006	Fire
1624	2006	Fire
2680	2006	Fire
3284	2008	Fire
2751	2008	Fire
1999	2011	Fire
4159	2013	Severe Storm
4223	2015	Severe Storm
4245	2015	Severe Storm
3458	2020	Biological
4485	2020	Biological
3554	2021	Severe Ice Storm
4586	2021	Severe Ice Storm
4705	2023	Winter Storm

Source: www.FEMA.gov

Since the US Federal Government began issuing disaster declarations in 1953, Hays County has had 26 disaster declarations where individual and/or public assistance has been approved. Based on Table 4-1 above, 22 of the 26 disaster declarations have been issued in the past 25 years (since 1997). The infographics below provide a summary of the type of hazard, year, and time of year in which it occurred.

The types of hazards that have had disaster declarations for the Hays County planning area since 1953 are shown in Figure 4-2 below and color-coded for use in Figure 4-3 on the following page.

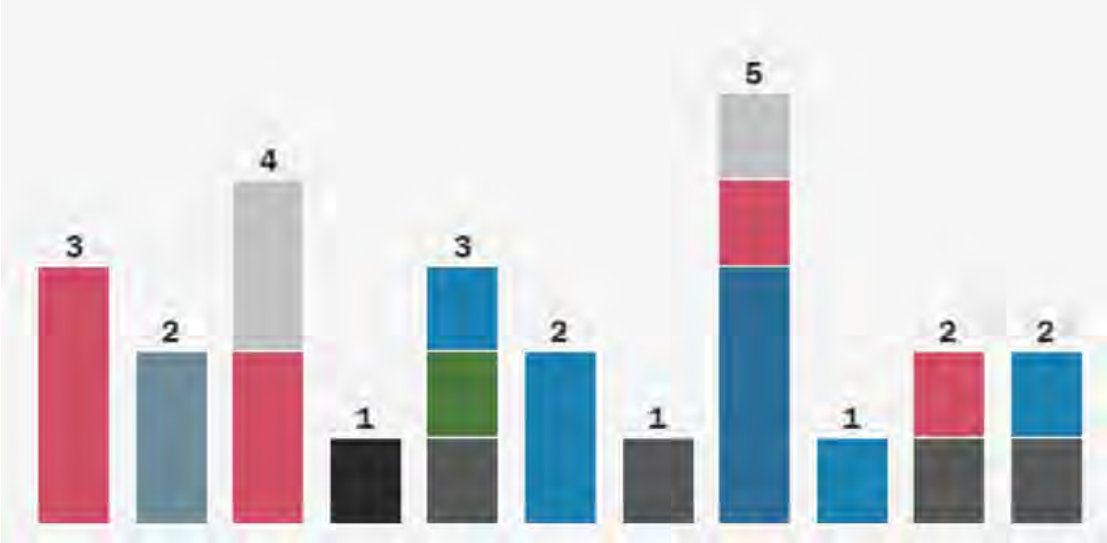
Figure 4-2: Hays County Disaster Declarations Since 1953 by Type



The months during which disasters have been declared in the planning area are shown in Figure 4-3 below. The number above the color-coded disasters refers to the month of the

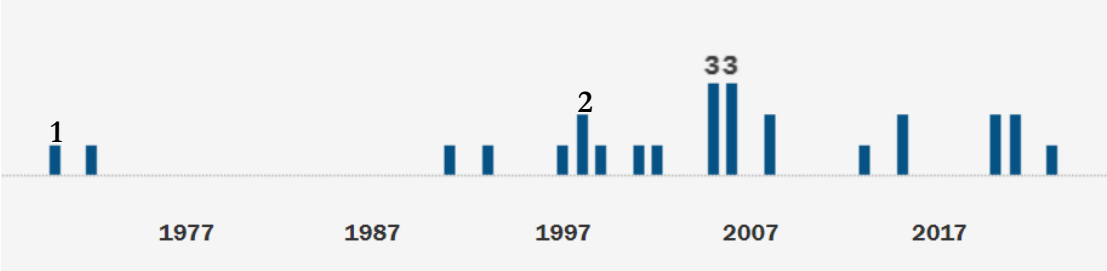
year. The colors in the figure below refer to the hazards as listed below each corresponding color in figure 4-2.

Figure 4-3: Hays County Disaster Declarations Since 1953 by Month of Occurrence



The years in which disasters have been declared in the planning area are shown in Figure 4-4 below. Table 4-1 on the previous page can also be used as a reference.

Figure 4-4: Hays County Disaster Declarations Since 1953 by Year of Occurrence



Hazard Descriptions

The following 12 hazards in table 4-2 below are included in the State of Texas Hazard Mitigation Plan and are determined to be a risk to the planning area. Severe Coastal Flooding and coastal erosion were left off of this list due to the distance of the planning area from the Texas coast and no history of impact.

Table 4-2: Hazard Descriptions

HAZARD	DESCRIPTION
HYDROLOGIC	
Drought	A deficiency in precipitation over an extended period, usually a season or more, resulting in a water shortage causing adverse impacts on vegetation, animals, and/or people.
Floods	Flooding is a general or temporary condition of partial or complete inundation of water, usually floodplains. The floodplain is an area of land susceptible to being inundated by floodwater from any source.
ATMOSPHERIC	

Extreme Heat	Extreme Heat is a condition when temperatures hover above local excessive heat criteria combined with high humidity levels.
Hailstorm	Hail is showery precipitation in the form of irregular pellets or balls of ice more than 5 mm in diameter.
Hurricanes, Tropical Storms, and Depressions	A hurricane is a large rotating storm with high-speed winds that forms over warm waters in tropical areas. Hurricanes have sustained winds of at least 74 miles per hour and an area of low air pressure in the center called the eye. Hurricanes, tropical storms, and depressions are associated with heavy rainfall and inland flooding, storm surge, and high winds.
Lightning	These are sudden charges of electricity that develop from storms or excessive heat.
Severe Winter Storms	A condition when temperatures hover below freezing and can include ice, snow, and sleet.
Tornado	A tornado is a narrow, violently rotating column of air that extends from the base of a thunderstorm to the ground.
Windstorms	Severe wind storms can occur alone, or when accompanied by severe thunderstorms. Flying debris can cause major damage to utilities, infrastructure, and property.
OTHER	
Earthquake	Any sudden shaking of the ground caused by the passage of through Earth's rocks. Seismic waves are produced when some form of energy stored in Earth's crust is suddenly released, usually when masses of rock straining against one another suddenly fracture and "slip."
Wildfire	Wildfires are an unplanned, unwanted fire burning in a natural area, like a forest, grassland, or prairie. Buildings and human development that are susceptible for wildfires are considered the wildland urban interface.
TECHNOLOGICAL	
Dam Failure	Dam Failure can occur with little warning from intense storms, flash flooding, or engineering failures. In the event of a dam failure, the energy of the water stored behind even a small dam is capable of causing loss of life and severe property damage if development exists downstream.

Expansive soils and land subsidence were considered by the Core Planning Team but presented such a low risk based on the recorded history of impacts that future impacts are not expected, and therefore they are not necessary to include in the hazard assessment. Based on tabular data from the NID (National Inventory of Dams), 21 dams have a high hazard potential in the Hays County planning area.

Natural Hazards and Climate Change

Climate change describes the rapid and relatively recent increase in global average temperatures that has helped drive a fivefold increase in the number of weather-related disasters in the last 50 years. Climate change means disasters are happening simultaneously, too.

With increasing global surface temperatures, the possibility of more droughts and increased intensity of storms will likely occur. As more water vapor is evaporated into the atmosphere it becomes fuel for more powerful storms to develop. More heat in the atmosphere and

warmer ocean surface temperatures can lead to increased wind speeds in tropical storms. Rising sea levels expose higher locations not usually subjected to the power of the sea and to the erosive forces of waves and currents. This increases the likelihood and magnitude of future occurrences of hazards such as floods, extreme heat hailstorm, hurricanes, lightning, severe winter storms, tornado, windstorms, wildfire, and dam failures. The impacts from each of these hazards on the vulnerable assets of Hays County and participating jurisdictions are expected to increase in the future as a result of climate change. A greater regulatory environment that will move new development out of high-risk areas as well as updated building requirements that new and redeveloped structures be more resilient to hazards will help to dull the impact of climate change. These critical facilities and vulnerable populations are located in Appendix D for each participating jurisdiction. Earthquakes are not considered to have any measurable impact due to climate change in the area.

Texas is considered one of the more vulnerable states in the U.S. to abrupt climate changes and to the impact of gradual climate changes to the natural and built environments. Megadroughts can trigger abrupt changes to regional ecosystems and the water cycle, drastically increase extreme summer temperature and fire risk, and reduce availability of water resources, as Texas experienced during 2011-2012. Adapting to climate change through efforts like flood control measures or drought-resistant crops partially reduces climate change risks, although some limits to adaptation have already been reached.

Overview of Hazard Analysis

The hazard risk analysis methodology involves performing a historical review and statistical analysis on past data gathered with regard to hazards impacts to the planning area. Records were retrieved from National Centers for Environmental Information (NCEI) and National Oceanic and Atmospheric Administration (NOAA) that were reported for the Hays County planning area. Other records from local sources were also evaluated and included in the analysis when available. Geographic information system (GIS) mapping software was also used to identify and assess risks for Hays County and all participating jurisdictions by evaluating community critical facilities and their vulnerability to the hazards. The general parameters that are described for each hazard in the Risk Assessment include the location in the planning area, the extent or magnitude of the hazard to be expected, the frequency of return based on the number of historical events over the time period of study, the approximate annualized losses, a description of general vulnerability, and a statement of the hazard's impact.

Frequency of return statements are defined in Table 4-3 below.

Table 4-3. Frequency of Return Statements

Frequency of Occurrence	
Highly likely	Event probable in next year.
Likely	Event probable in next 3 years.
Occasional	Event probable in next 5 years.
Unlikely	Event probable in next 10 years.

Impact statements with their associated potential severity are defined in Table 4-4 below.

Table 4-4. Impact Statements

Impact	Severity
High	High classifications and the event is likely/highly likely to occur with severe strength over a significant to extensive portion of the planning area.
Medium	Middle ranges of classifications and the event's impacts on the planning area are noticeable but not devastating.
Low	Two or more of the criteria fall in lower classifications or the event has minimal impacts on the planning area.

Table 4-5 summarizes deaths, injuries, property damage, crop damage, frequency of occurrence, and potential severity of all studied hazard events from 1997-2023 for the Hays County Planning area.

Table 4-5: Hays County Hazard Impact Summary (1997-2023)

Hazard	Deaths	Injuries	Property Damage	Crop Damage	Frequency	Potential Severity
Drought	0	0	$0	$0	Likely	Low
Floods	15	177	$224,629,000	$330,000	Highly Likely	High
Earthquake	0	0	$0	$0	Unlikely	Low
Extreme Heat	0	0	$0	$0	Highly Likely	Medium
Hailstorm	0	1	$100,702,000	$0	Likely	High
Hurricanes, Tropical Storms, and Depressions	0	0	$0	$0	Unlikely	Low
Lightning	0	0	$175,000	$0	Highly Likely	Low
Severe Winter Storms	0	0	$2,525,000	$0	Likely	Medium
Tornado	0	7	$1,225,000	$0	Unlikely	Medium
Windstorms	0	0	$7,798,800	$100,000	Likely	Medium
Wildfire	0	0	$6,500,000	$0	Highly Likely	Medium
Dam Failure	0	0	$0	$0	Unlikely	Low/High

Source: NCEI Storm Events Database 1997 to 2023.

The 25-year hazard profile shows that floods have had an outsized impact on the planning area. Floods are the leading cause of property damage and crop damage with 15 deaths and 177 injuries, at a minimum, attributed to floods. The second highest number of damages can

be attributed to hailstorms and the second highest number of injuries can be attributed to tornadoes. The total of all other hazard damages is 5.3% of the flood and hailstorm totals. Based on the historical impact summary, flooding and hailstorms are the priority hazard from which to protect people and property in the Hays County planning area. This is followed by windstorms, wildfire, severe winter storms, tornadoes, and lightning. All other hazards included in this analysis present a lower mitigation priority based on the historical severity of impact.

SECTION 5: HURRICANE

Description

A hurricane is an intense tropical weather system of strong thunderstorms with a well-defined surface circulation and maximum sustained winds of 74 mph or higher. Hurricanes, along with Tropical Storms and Depressions, produce a variety of potential hazards including damaging winds, coastal flooding due to storm surge, severe storms with heavy rainfall and high winds, and even tornados.

The information in this section covers historical damage within Hays County associated with hurricanes, tropical storms, and depressions associated with severe winds. Tornadoes and flooding, other hazards associated with this hazard event, are addressed in Chapters 6 and 11, respectively. Severe winds pose a threat to lives, property, and vital utilities primarily due to the effects of flying debris or downed trees and power lines. Severe winds typically cause the greatest damage to structures of light construction, particularly manufactured homes.

Location

Hurricanes and tropical storms can occur throughout the planning area and are not confined to any geographic area; however, the likelihood of impact decreases the further a location is from the Texas coast. Hays County is approximately 140 miles away from the Gulf of Mexico at its closest point. The table below lists hurricanes or tropical storm events with a storm track (center of the storm) that crossed the planning area, listed in order of the reported event date. Storm tracks are categorized according to the Saffir-Simpson wind intensity scale with the category assigned as the "peak magnitude" of the storm at some time during its lifespan and not necessarily when the storm track crossed the planning area.

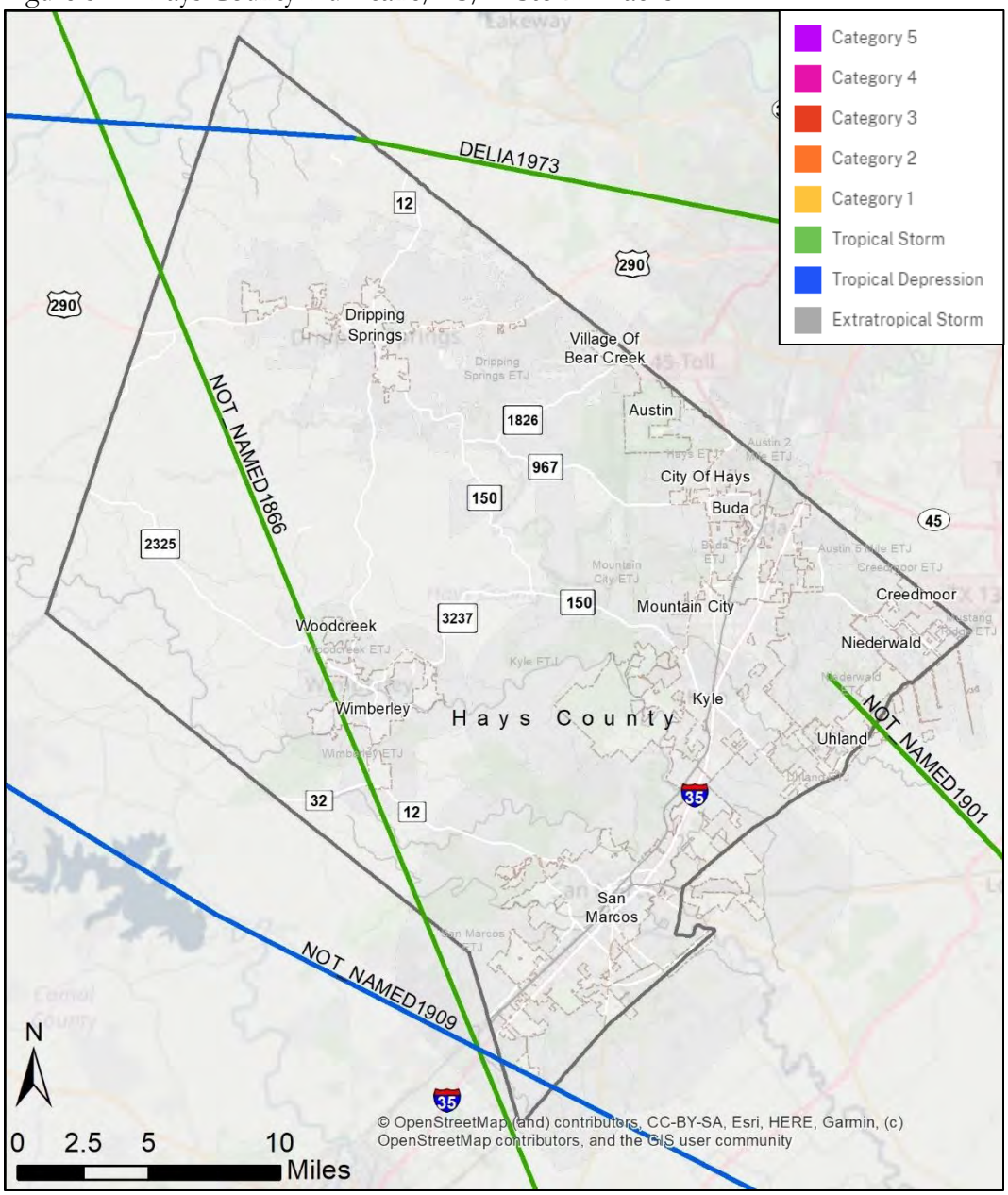
Table 5-1: Hurricane/TS/D Storm Track Events Table

Storm Name	Year	Dates	Category
Unnamed	2017	Aug 26	Tropical Storm (TS)

WWW.NOAA.ORG

The map on the following page shows the historical tracks of hurricanes through the planning area from 1842 to 2023. The category assigned to each storm on the map is its magnitude at the time it crossed into Hays County. Based on data provided by NOAA's National Climatic Data Center (NCDC) and the FEMA National Risk Index, Hays County's hurricane risk is very low when compared to areas closer to the Gulf and Atlantic coasts of Texas and the United States.

Figure 5-1: Hays County Hurricane/TS/D Storm Tracks



Source: *National Climatic Data Center (NCDC), International Best Track Archive for Climate Stewardship (IBTrACS) dataset.*

Extent

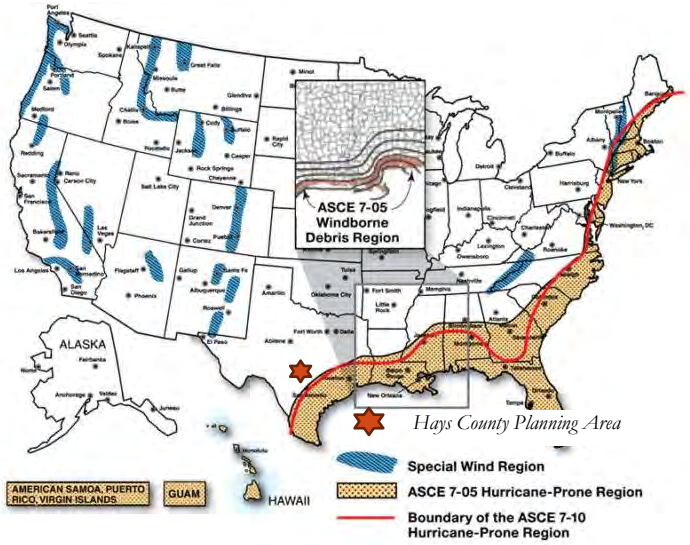
For Hurricanes, extent can be expressed separately for flood, wind, and surge. Flooding will be examined in the next section, but surge is not an issue for Hays County since it is located so far from the coast. For hurricane wind extent, the Saffir-Simpson Hurricane Wind Scale (SSHWS) scale is the scientific scale most often used to measure hurricane winds. The Saffir-Simpson Hurricane Wind Scale is a 1 to 5 rating based on a hurricane's sustained wind speed. This scale estimates potential property damage. Hurricanes reaching Category 3 and higher are considered major hurricanes because of their potential for significant loss of life and damage. Category 1 and 2 storms are still dangerous, however, and require preventative measures. Wind speeds range from 39-73 mph for Tropical Storms and Tropical Depressions have wind speeds equal to or less than 38 mph.

Table 5-2: Saffir Simpson Scale

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (Major)	111-129 mph	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (Major)	130-156 mph	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5 (Major)	157 mph or higher	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

According to the FEMA Wind Zones Map used to determine building standards, Hays County is not located in a hurricane-prone region. Based on the location and the historical storm tracks for hurricanes and tropical storms in the Hays County planning area, tropical storms are the key event to be mitigated.

Figure 5-2: FEMA Wind Zone Map (www.FEMA.gov)



Historical Occurrences

Hurricanes and Tropical Storms that had a direct path through the Hays County planning area, as well as tracks that went through adjacent counties yet still impacted the Hays County planning area, are identified in this section. Based on historical storm data provided by NOAA's National Climatic Data Center (NCDC), only one (1) tropical depression event has occurred in the planning area since 1842. Table 5-3 below lists the storms that have impacted the planning area. There have not been any events recorded past the listed dates.

Table 5-3: Historical Hurricane/TS/D Impact Events Table, 1997-2023

Events	Magnitude	Injuries	Fatalities	Property Damage	Crop Damage
1	Tropical Depression	0	0	$0	$0

Source: *NOAA NCEI Storm Events Database*

Significant Events

August 26, 2017

Hurricane Harvey moved onshore as a Category 4 hurricane over San Jose Island east of Rockport during the late evening of August 25th. Harvey moved inland entering southern DeWitt County during the morning of August 26th as a Category 1 hurricane. It continued to weaken as it moved farther inland eventually reaching south central Gonzales County as a tropical storm during the late evening of August 26th. The center of the storm made a loop through Gonzales, Karnes, and DeWitt Counties before exiting our County Warning Area during the afternoon of August 27th moving into Victoria County.

The eastern half of Hays County experienced tropical storm force winds with gusts as high as 50 mph during the storm. This produced some minor tree damage and knocked out power. 100 people were evacuated due to rising water on creeks and the threat of a small dam breach during the height of the event. A sinkhole developed on Highway 21 due to the heavy rain amounts. Across the county, rainfall totals averaged 8 to 12 inches along and east of Interstate 35. Monetary loss are estimates of road repair.

Probability of Future Events

The probability of future events relies on measuring the number of previous occurrences of a hurricane or tropical storm event over the 180-year reporting period. Based on four occurrences of a hurricane or tropical storm in the planning area during this time, it is forecast that such a storm event will happen approximately once every 30 years. This frequency provides an unlikely probability that a hurricane or tropical storm will impact some portion of the planning area.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

The proximity of Hays County to the Texas Coast makes this area slightly vulnerable to flooding from hurricanes and hurricane-force winds that cause damage across large areas. This exposes all building, facilities, and populations in the planning area equally to the impact of a hurricane or tropical storm. Damage to towers, trees, and underground utility lines from uprooted trees and fallen poles can cause damage to utility infrastructure, resulting in considerable disruption. Debris such as small items left outside, signs, roofing materials, and trees can become extremely hazardous in hurricanes and tropical storms and strong winds can easily destroy poorly constructed buildings, barns, and mobile homes. Hurricanes and tropical storms also produce large amounts of rain increasing the risk of flooding. This rain can overwhelm drainage systems as hurricanes and tropical storms that have weakened after making landfall can continue to drop significant quantities of water. The impacts to communities from a Category 5 storm can result in complete destruction of houses,

commercial property, and cropland. This would result in large-scale economic impacts and population displacement. Warning time for hurricanes, however, has lengthened due to modern early warning technology allowing the community time to reduce the impact of tropical storms and hurricanes.

Historic Hurricane Impacts

There have been no recorded property damage or crop damage impacts to the planning area.

The Hays County planning area features mobile and manufactured home parks which are more vulnerable to hurricane winds than site-built structures. In addition, manufactured and temporary housing is located sporadically throughout rural portions of the planning area which are also vulnerable to the hurricane hazard, but more prone to being isolated from essential needs and emergency services in the event of a disaster. Based on 2022 American Community Survey estimates, there are 101,449 housing units in Hays County of which 4.8%, or 4,872 units, are mobile or manufactured homes. In addition, 8,432 (8.3%) of the housing units in the overall planning area were built before 1980. These structures are likely to have been built to less stringent construction standards than newer construction and could be more susceptible to damages during significant events.

Table 8-3. Structures at Greater Risk by Jurisdiction

Jurisdiction	Total Housing Units	Mobile Homes	Housing units built prior to 1980
Hays County*	101,449	4,872/ 4.8%	8,432/ 8.3%
City of Buda	5,695	49/ 0.9%	177/ 3.1%
City of Dripping Springs	2,044	48/ 2.3%	123/ 6.0%
City of Hays	63	0/ 0%	55/ 87.3%
City of Kyle	17,316	957/ 5.5%	581/ 3.4%
City of Mountain City	240	0/ 0%	28/ 11.7%
City of Niederwald	344	142/ 41.3%	48/ 14.0%
City of Uhland	530	275/ 51.9%	94/ 17.8%
City of Wimberley	1,275	73/ 5.7%	300/ 23.5%
City of Woodcreek	1,128	0/ 0%	162/ 14.4%
Village of Bear Creek	194	1/ 0.5%	15/ 7.7%

*County totals include all jurisdictions in addition to unincorporated areas.
Source: 2022 American Community Survey 5-year estimate, selected housing characteristics

Based on the ACS 2022 data, the City of Hays is at highest risk of damage from thunderstorm winds when considering age of residential structures and the higher standard of building codes enacted after 1980. The City of Uhland is at the highest risk of damage from thunderstorm winds when considering number and ratio of manufactured homes.

SECTION 6: FLOOD

Description

Floods are defined as the accumulation of water within a water body and the overflow of excess water into adjacent floodplain lands. When surface water runoff enters into streams, rivers, or dry creek beds, riverine flooding conditions occur whenever the water carrying capacity of the water channel is compromised by excess runoff. Types of flooding include riverine flooding, coastal flooding, and shallow flooding. If the local basin drainage area is relatively flat then slow-moving floodwater can last for days. In drainage areas with substantial slope, or the channel is narrow and confined, rapidly moving and extreme highwater conditions, called a flash flood, can occur.

Common impacts of flooding include damage to personal property, buildings, and infrastructure; bridge and road closures; service disruptions; and injuries and fatalities. In this report, historical damage from flooding is reported here and in Chapter 1 (along with other hurricane related damages).

Location

The Digital Flood Insurance Rate Map (DFIRM) data provided by FEMA for Hays County delineates the Special Flood Hazard Areas (SFHAs) as those at highest risk of flooding. Flood areas or zones from the most recent DFIRMs from FEMA for Hays County, and all participating jurisdictions, are illustrated in Figures 6-1 to 6-17. Critical Facilities are labeled by number with more information found in Appendix D.

Item # 14.

Figure 6-1: Hays County Floodplain Map

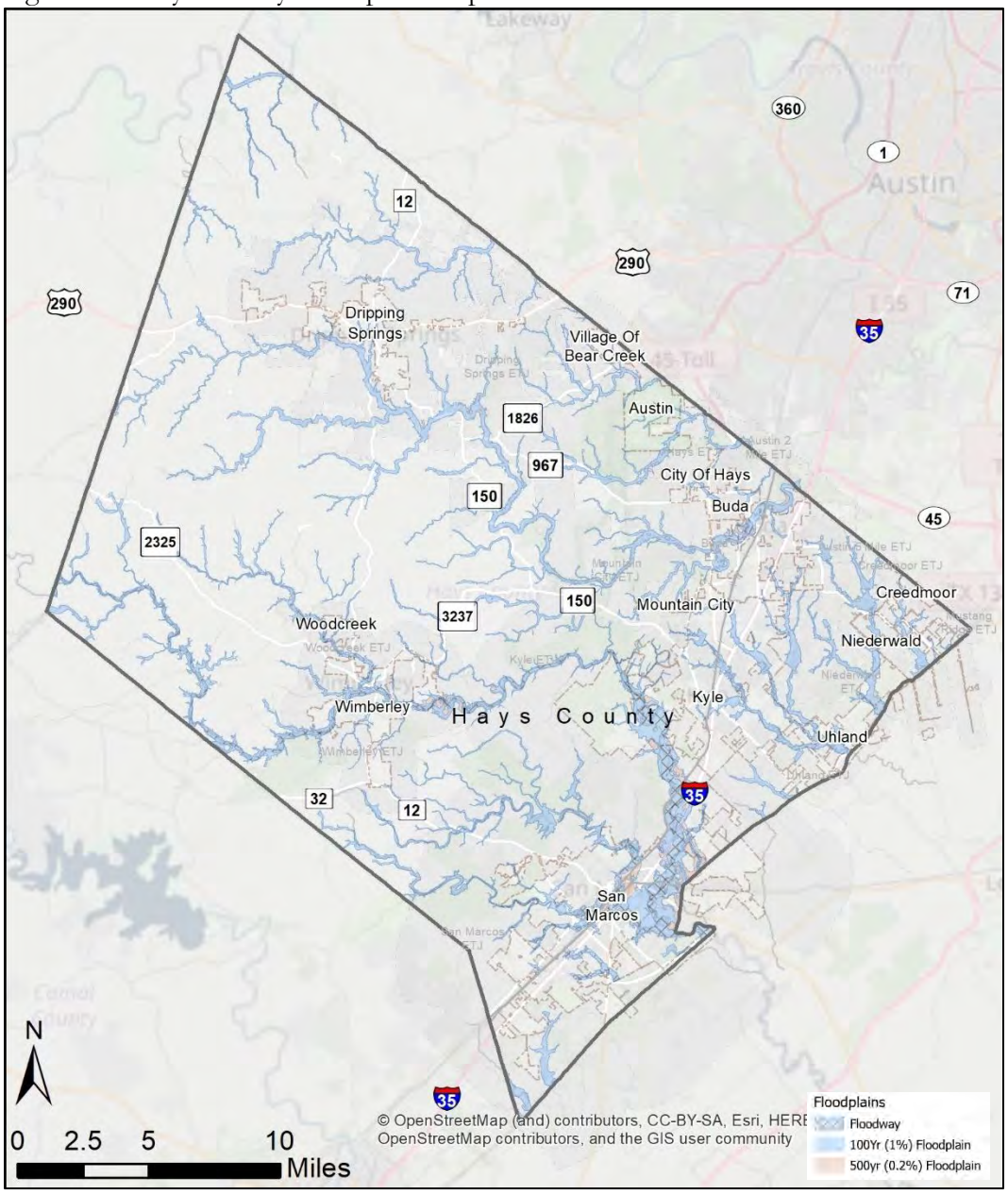


Figure 6-2: City of Buda Floodplain Map

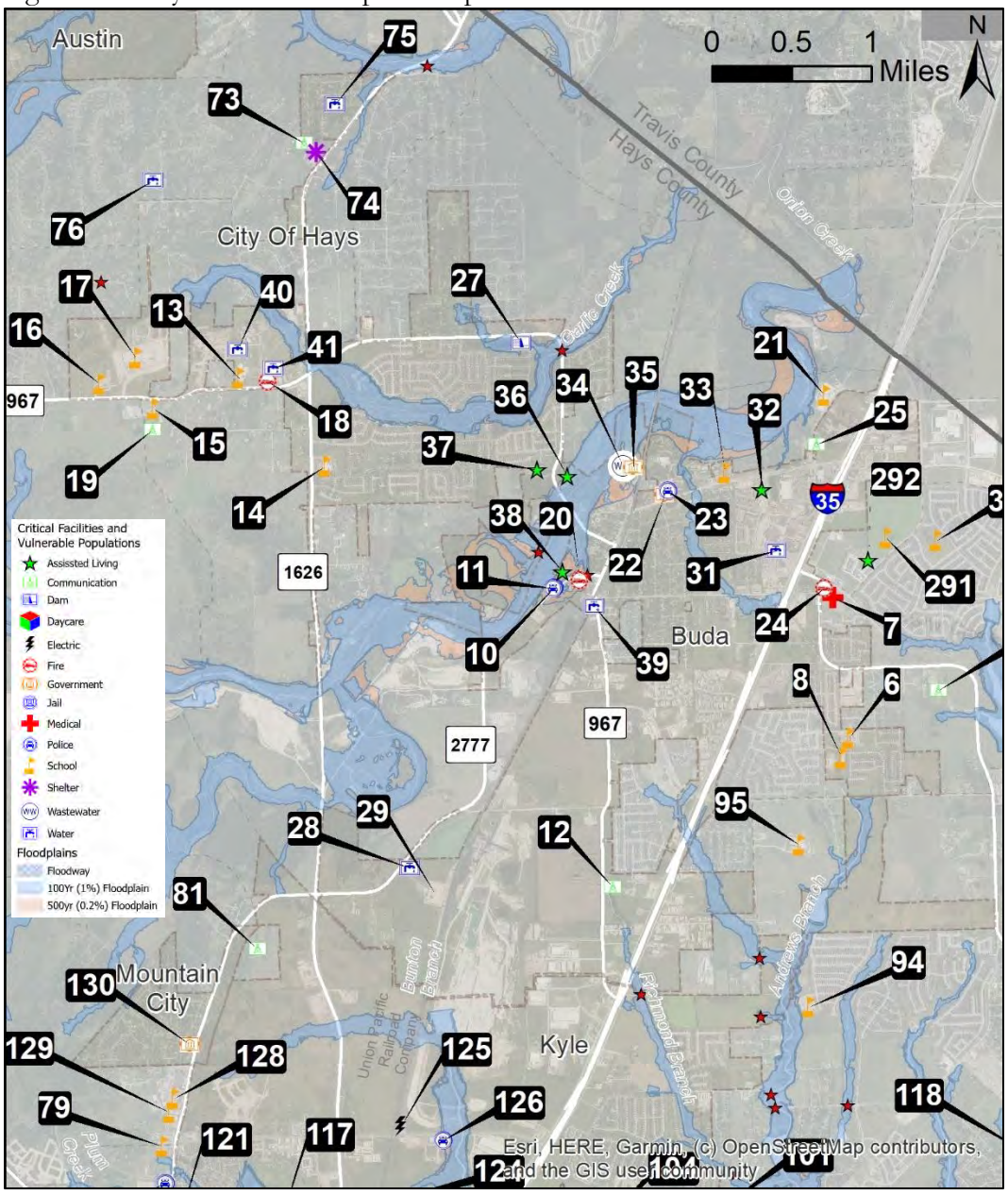


Figure 6-3: City of Dripping Springs Floodplain Map

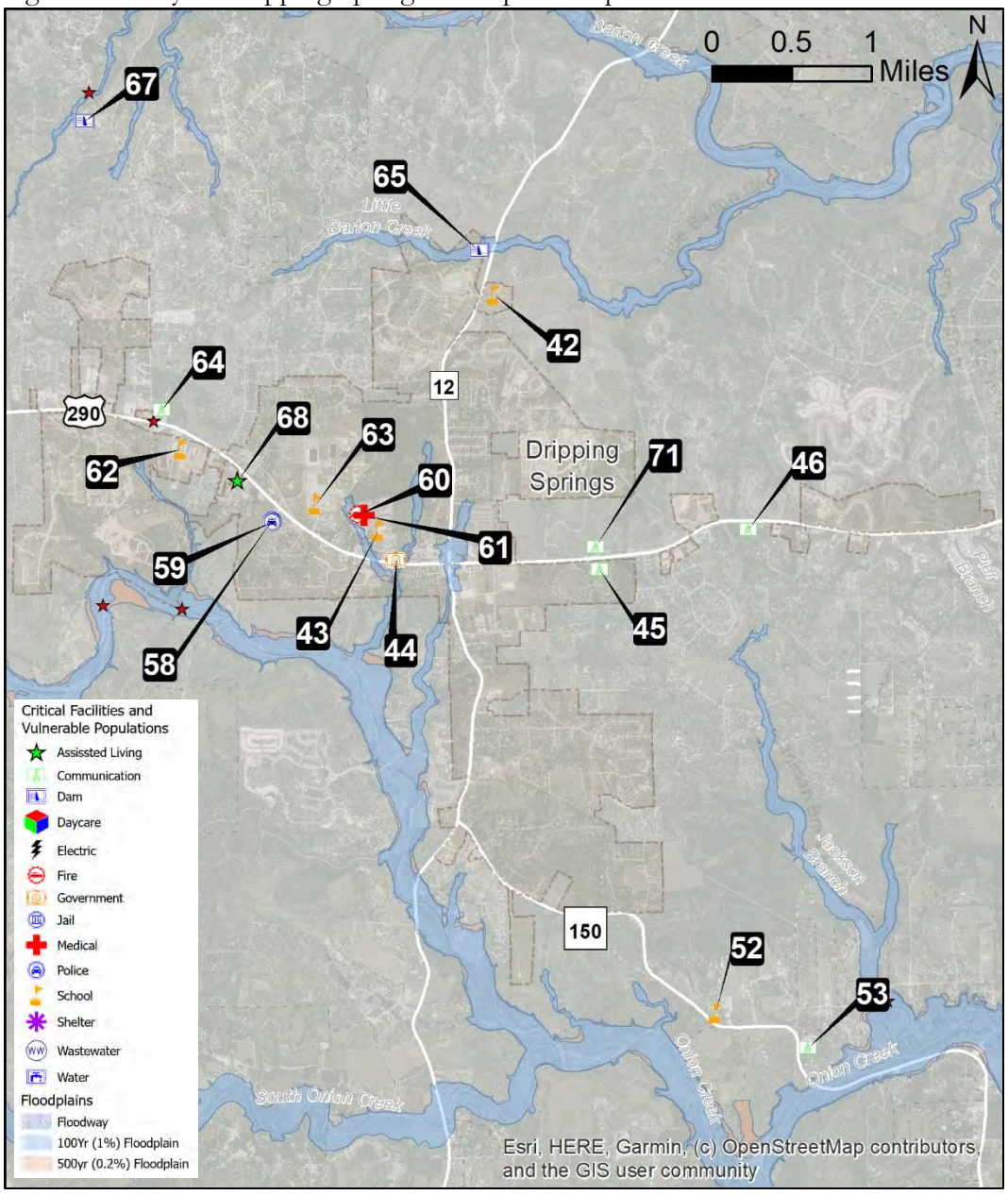


Figure 6-4: City of Hays Floodplain Map

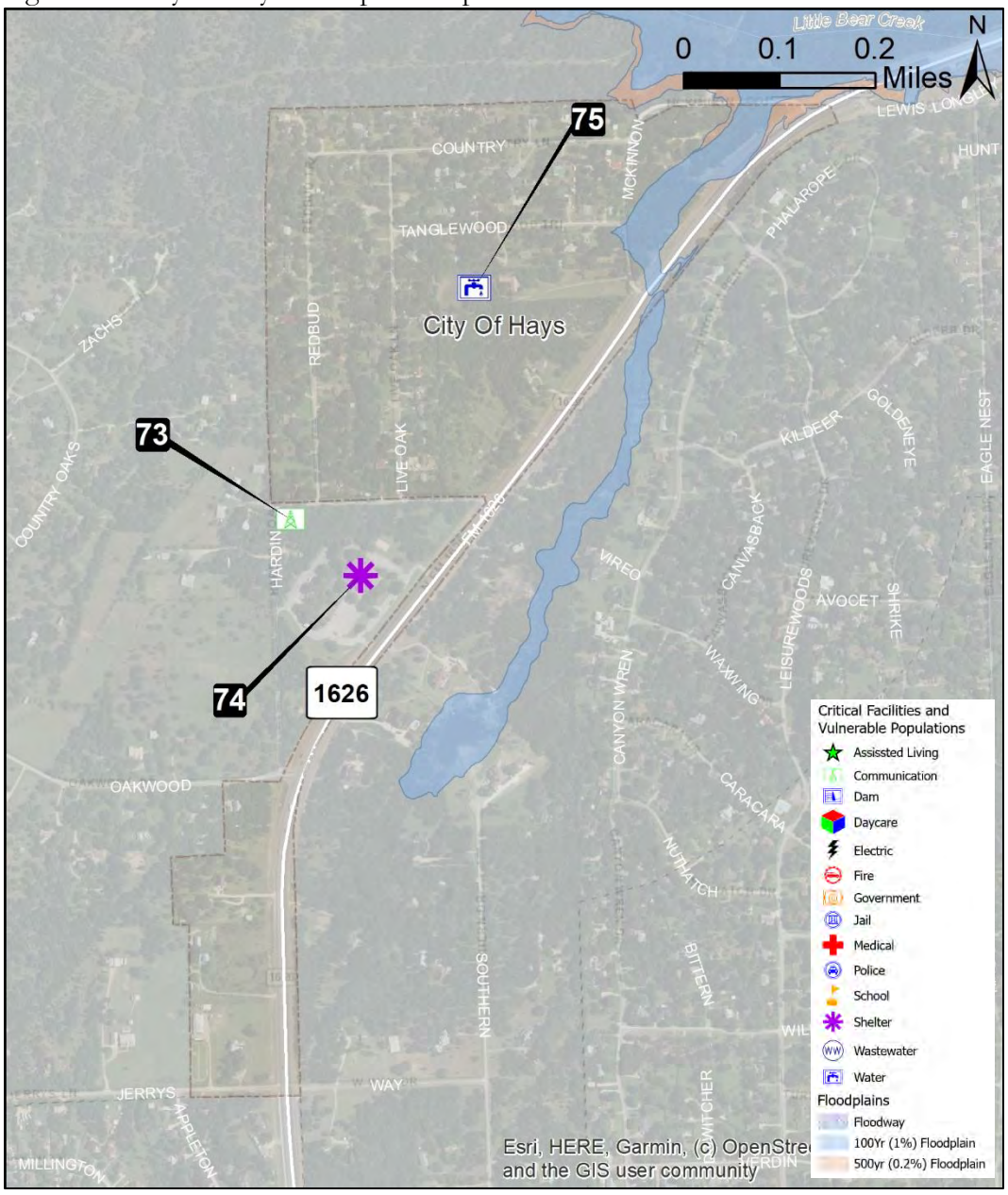


Figure 6-5: City of Kyle Floodplain Map

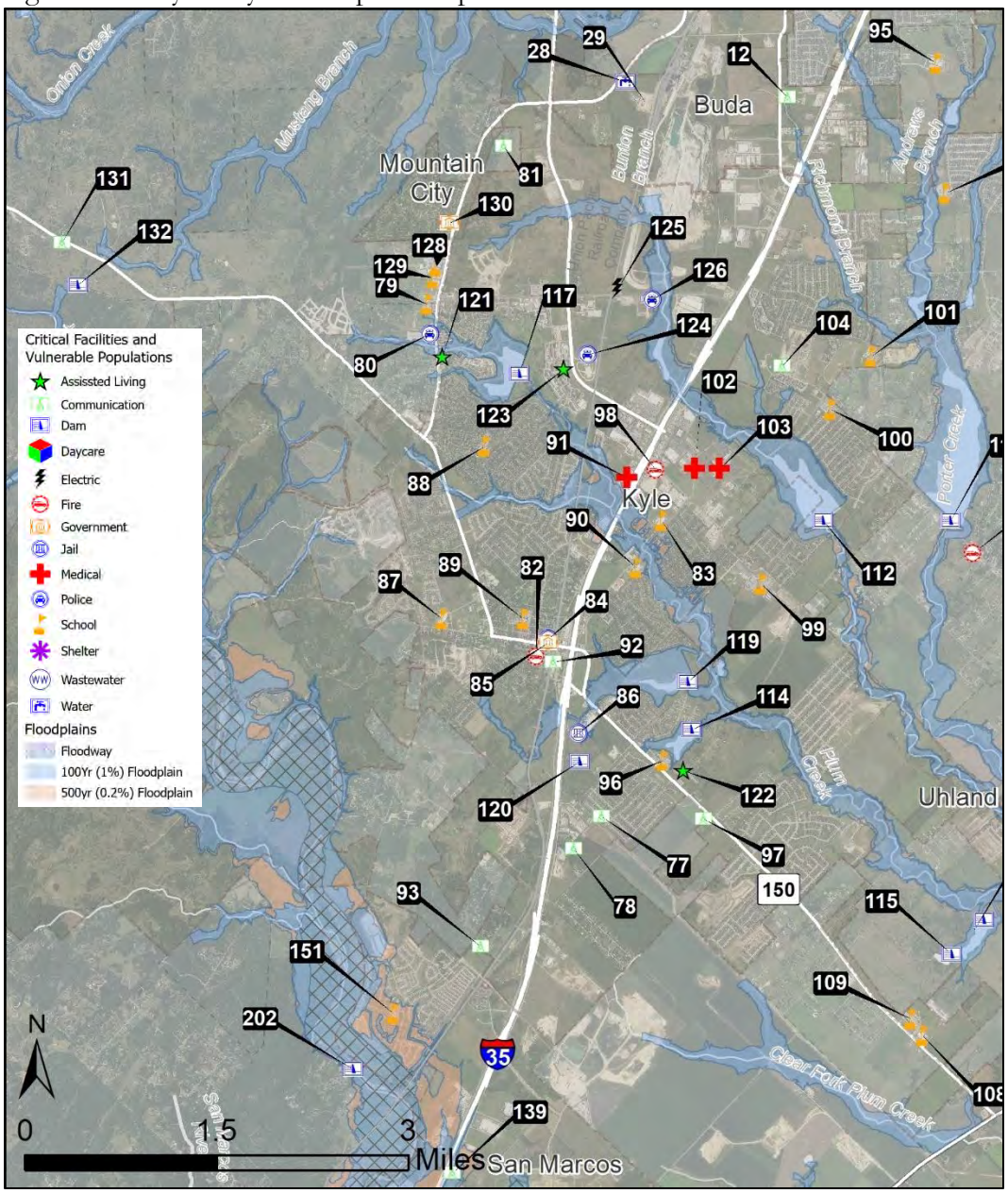


Figure 6-6: City of Mountain City Floodplain Map

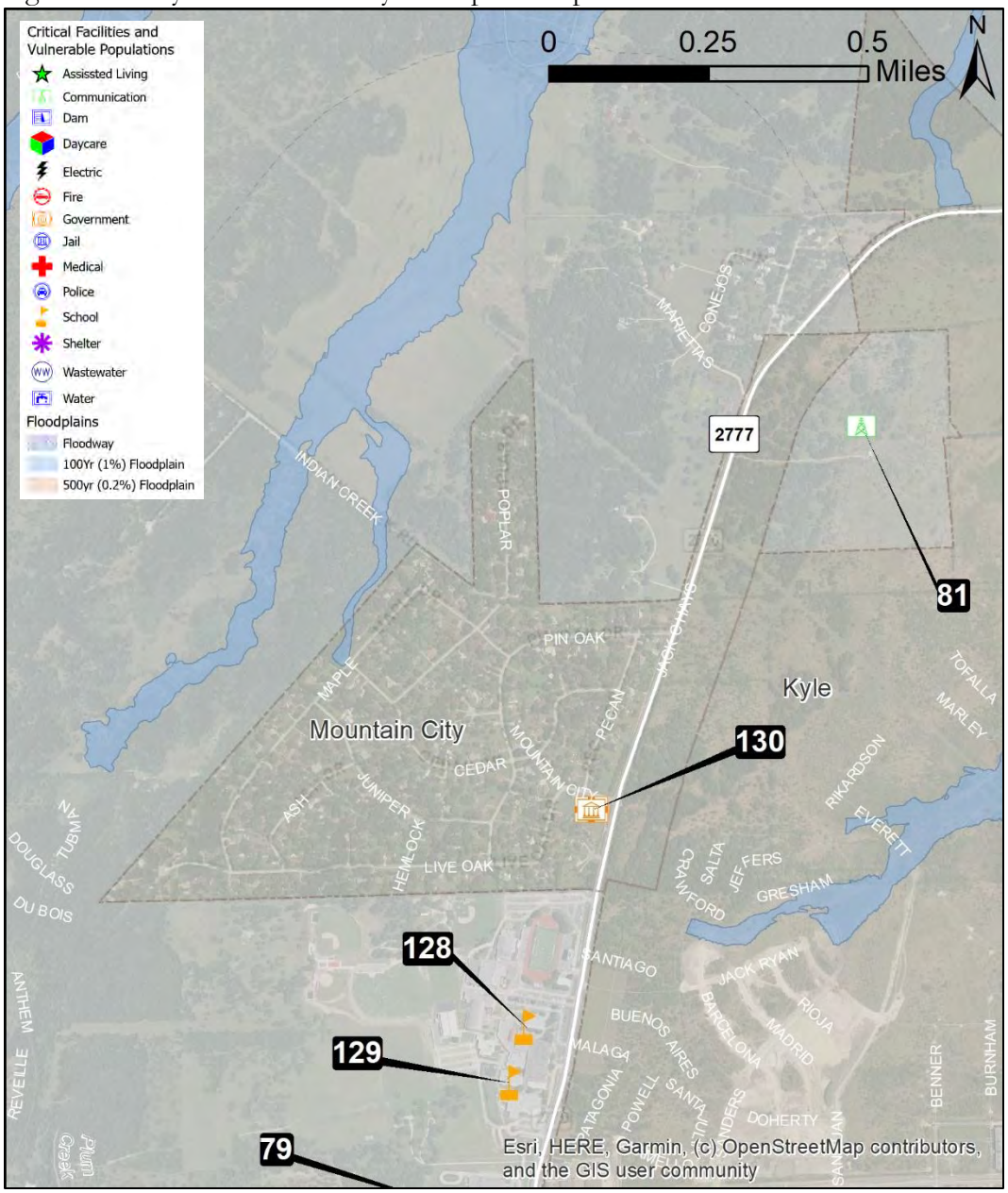


Figure 6-7: City of Niederwald Floodplain Map

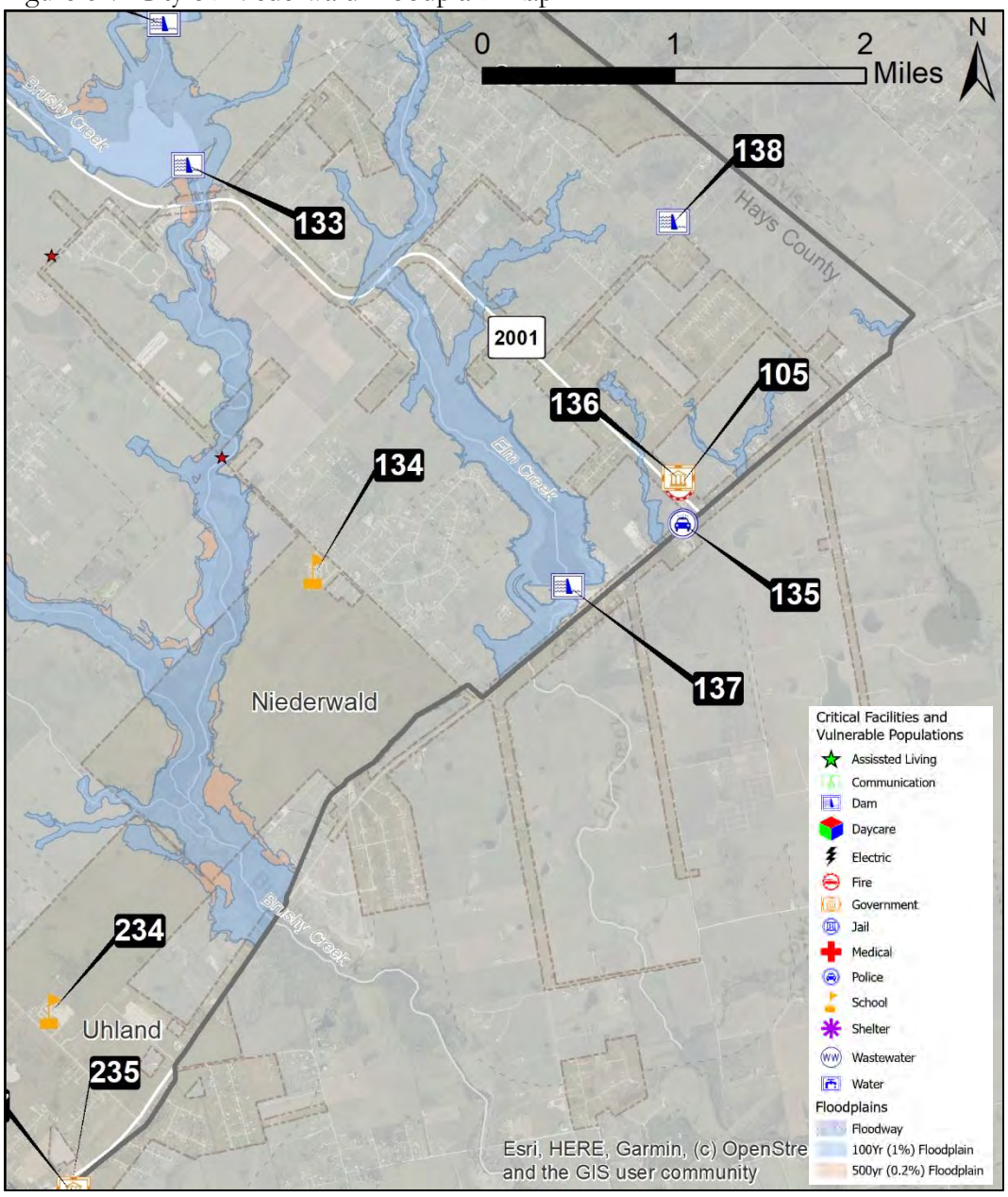


Figure 6-8: City of Uhland Floodplain Map

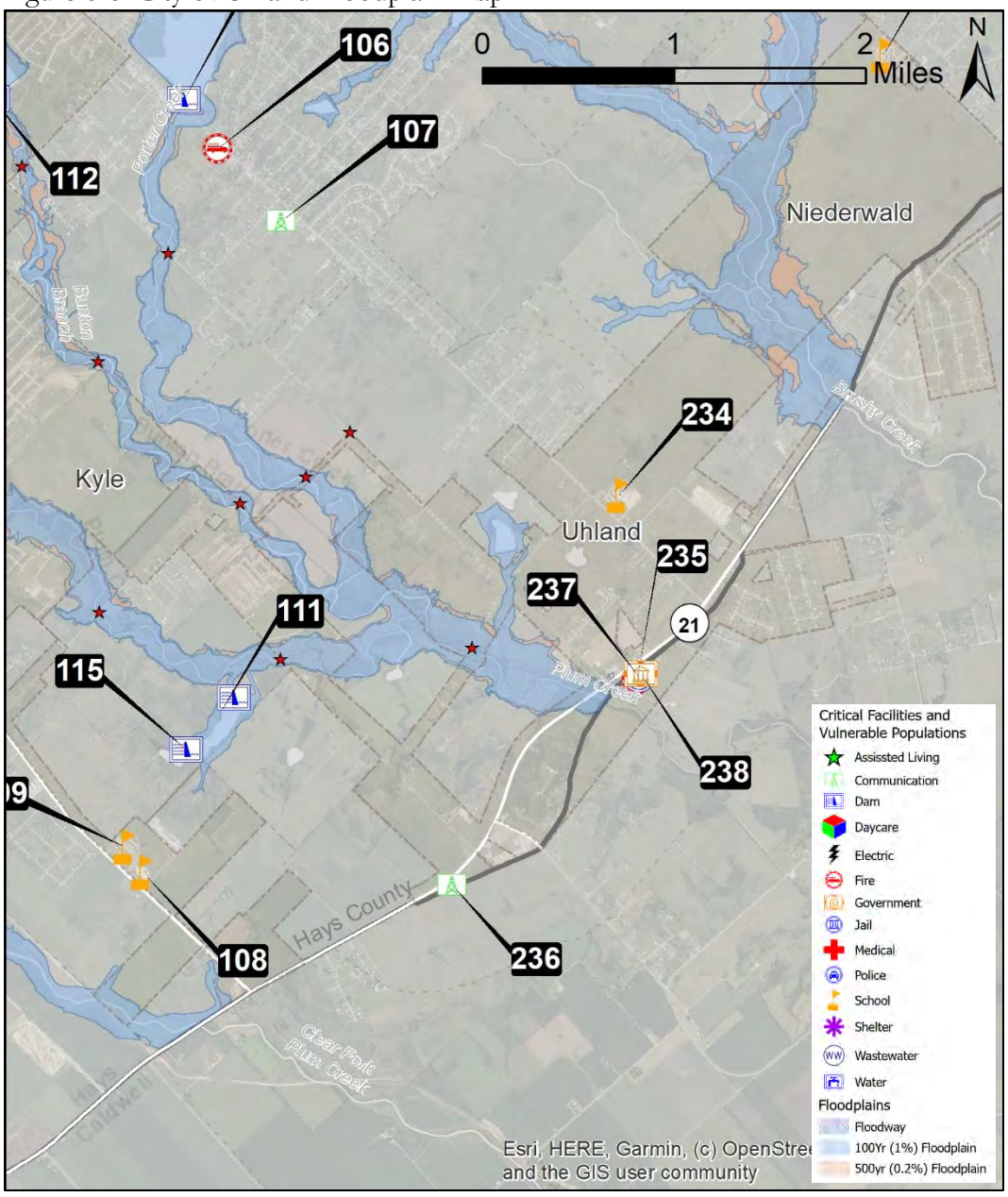


Figure 6-9: City of Wimberley Floodplain Map

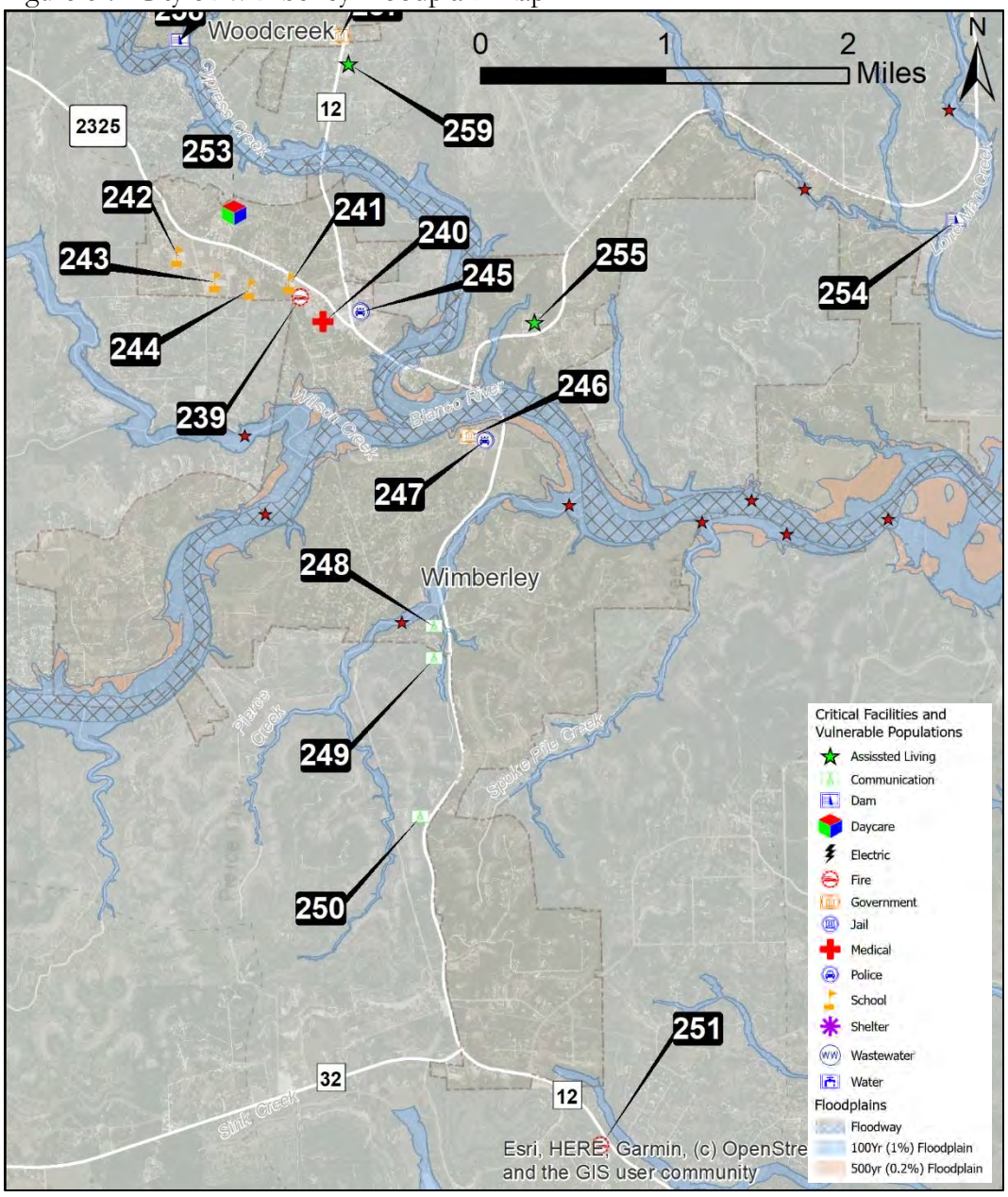


Figure 6-10: City of Woodcreek Floodplain Map

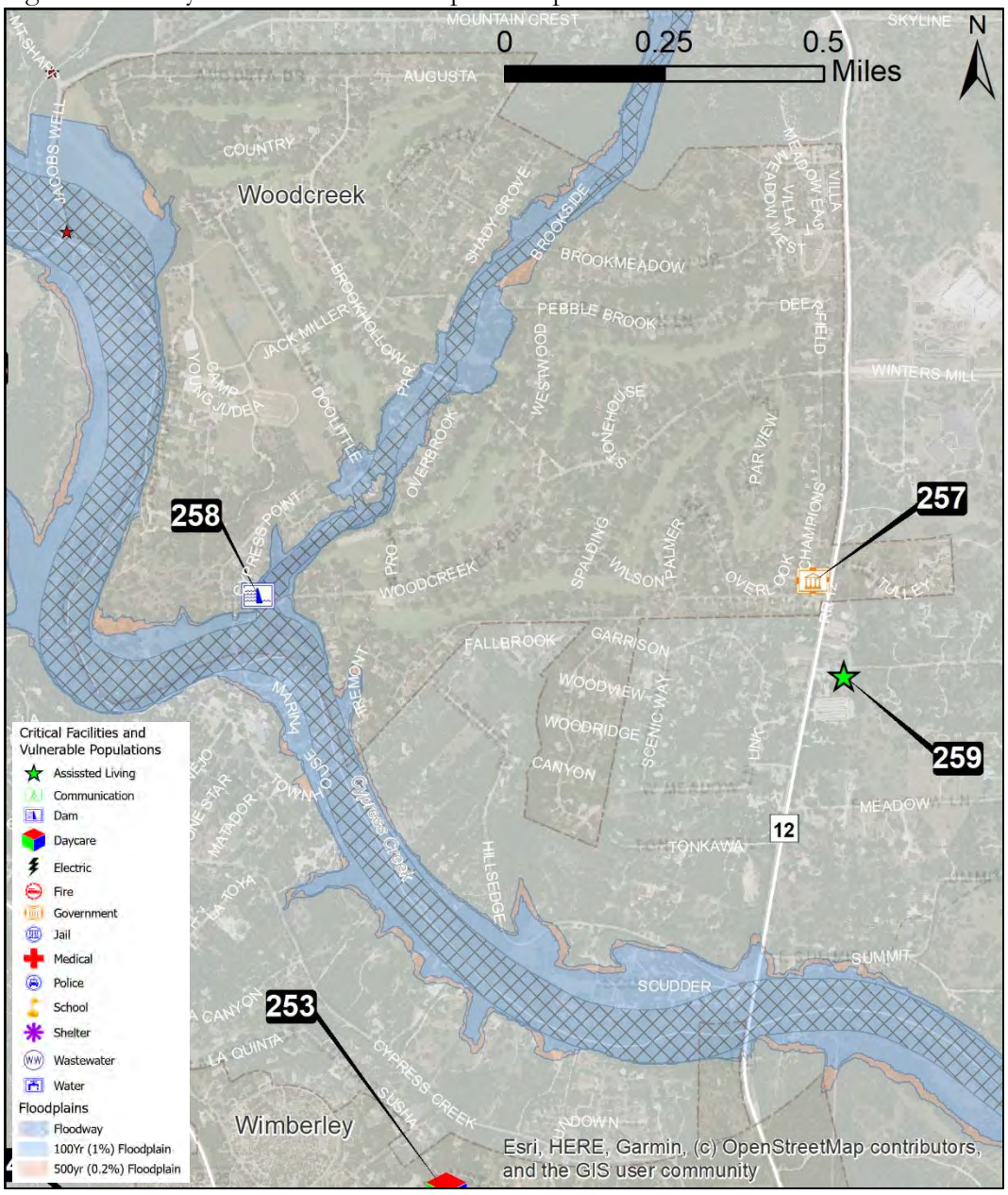


Figure 6-11: City of Bear Creek Floodplain Map

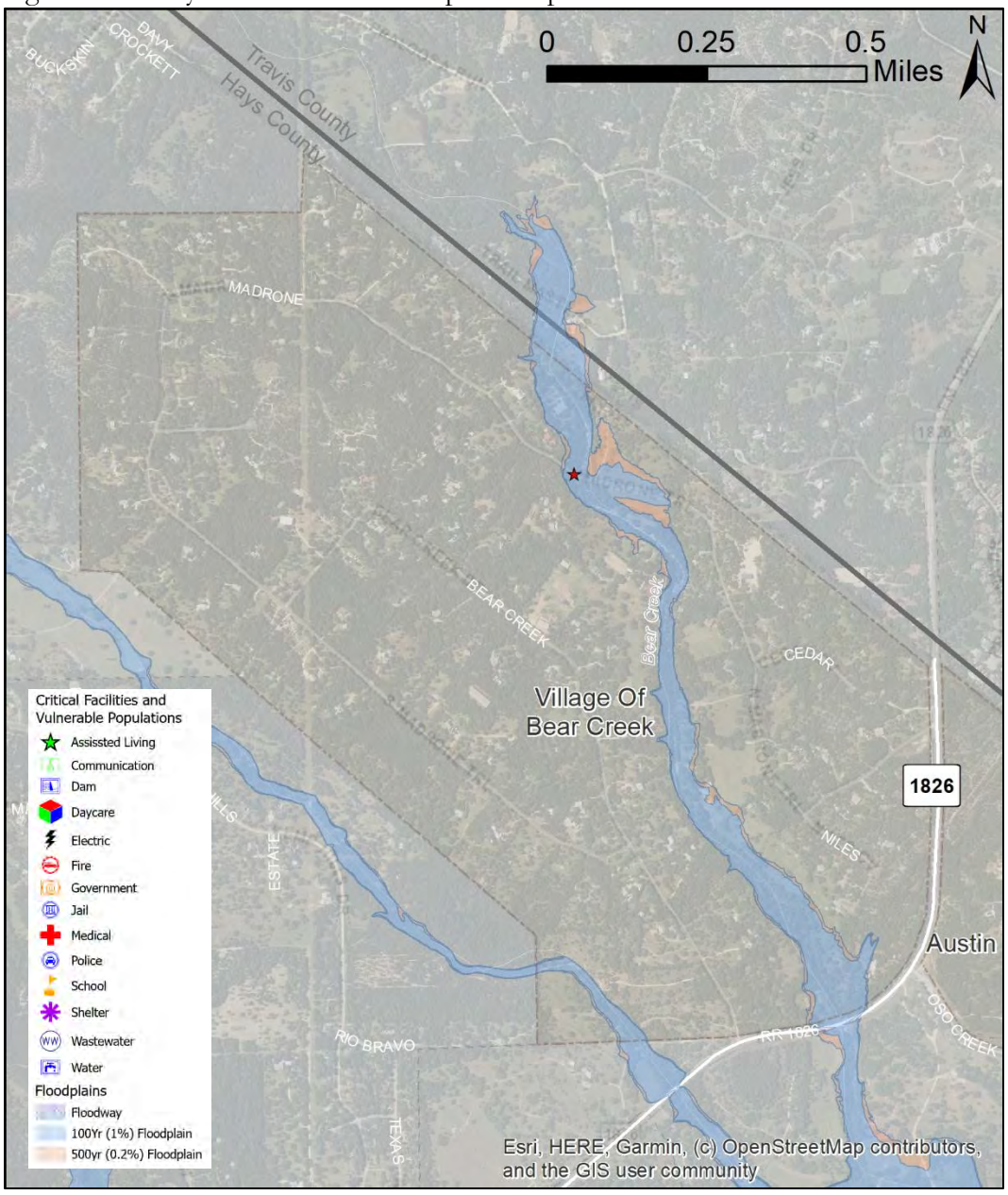


Figure 6-12: Hays County School Districts Boundary Floodplain Map

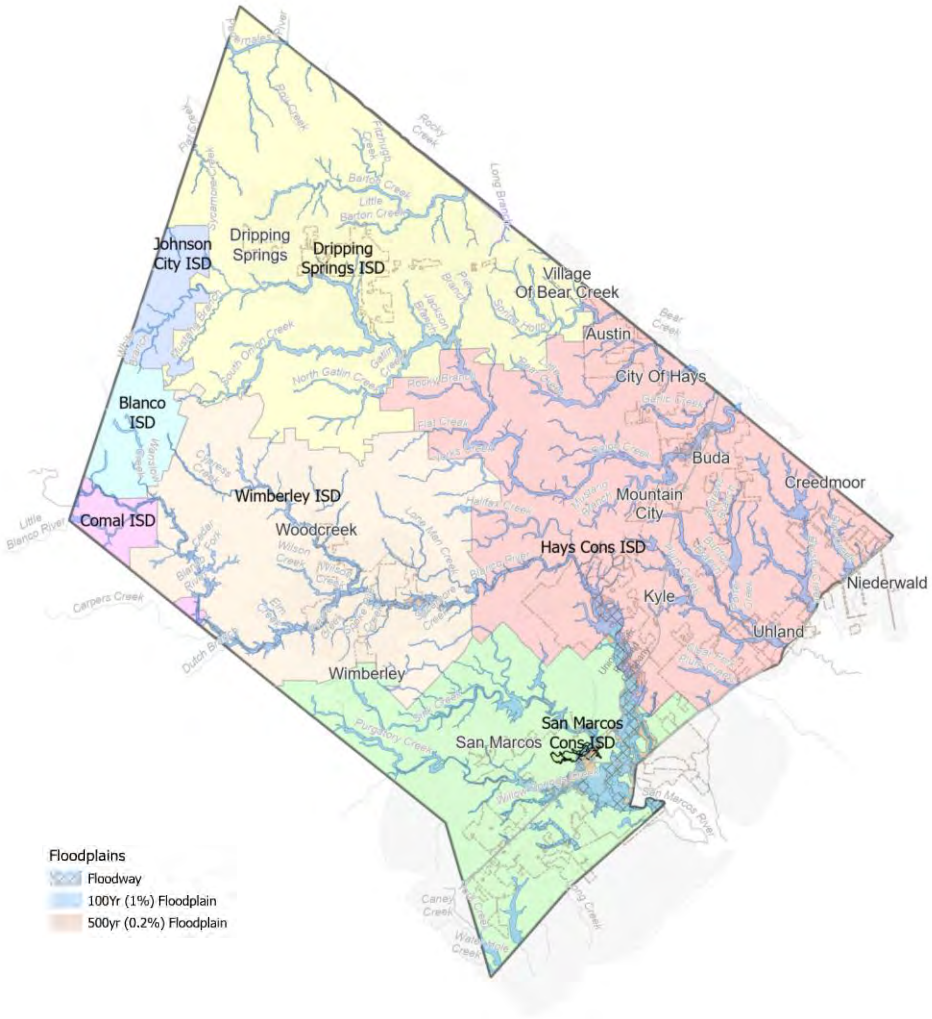


Figure 6-13: Dripping Springs ISD Boundary Floodplain Map

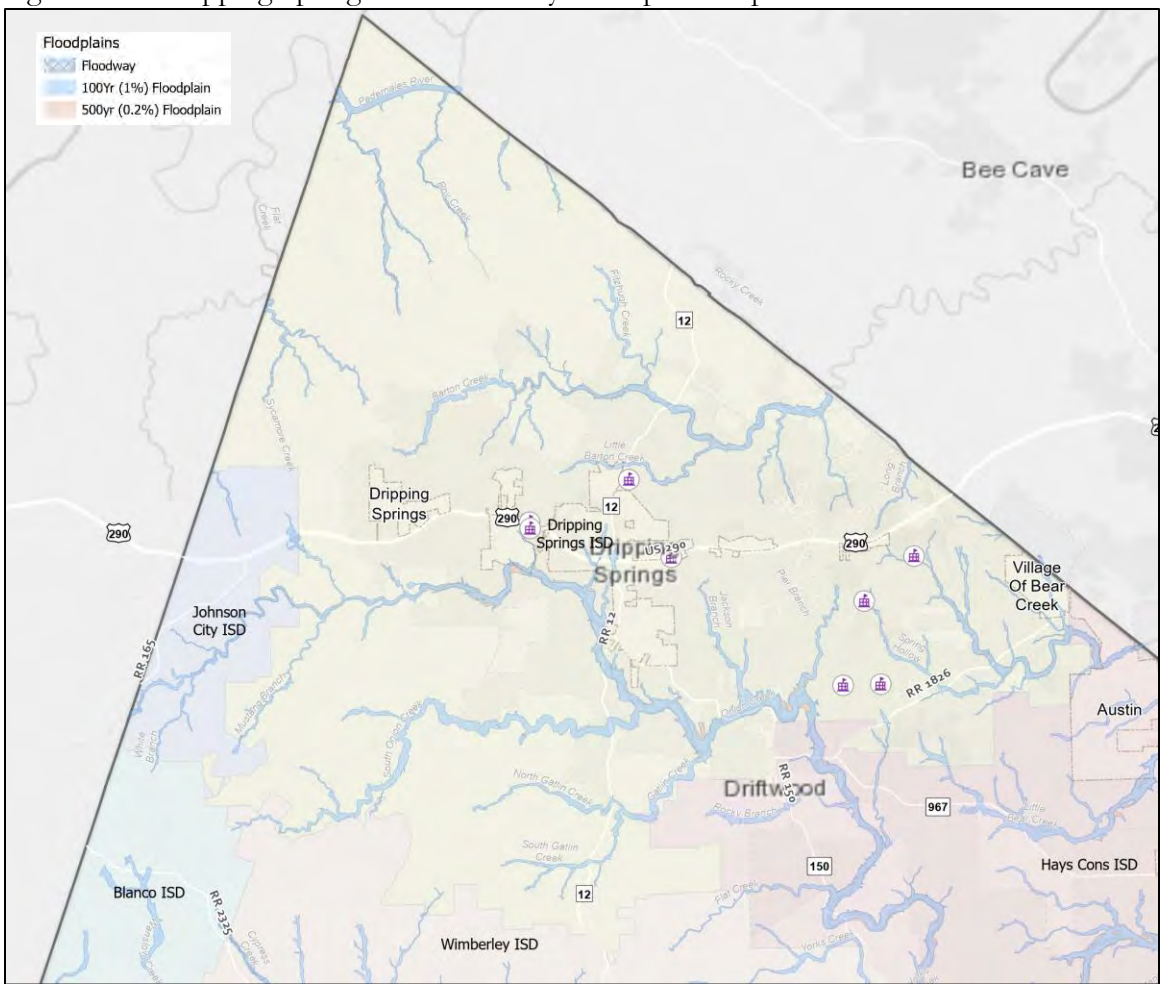


Figure 6-14: Hays Consolidated ISD Boundary Floodplain Map

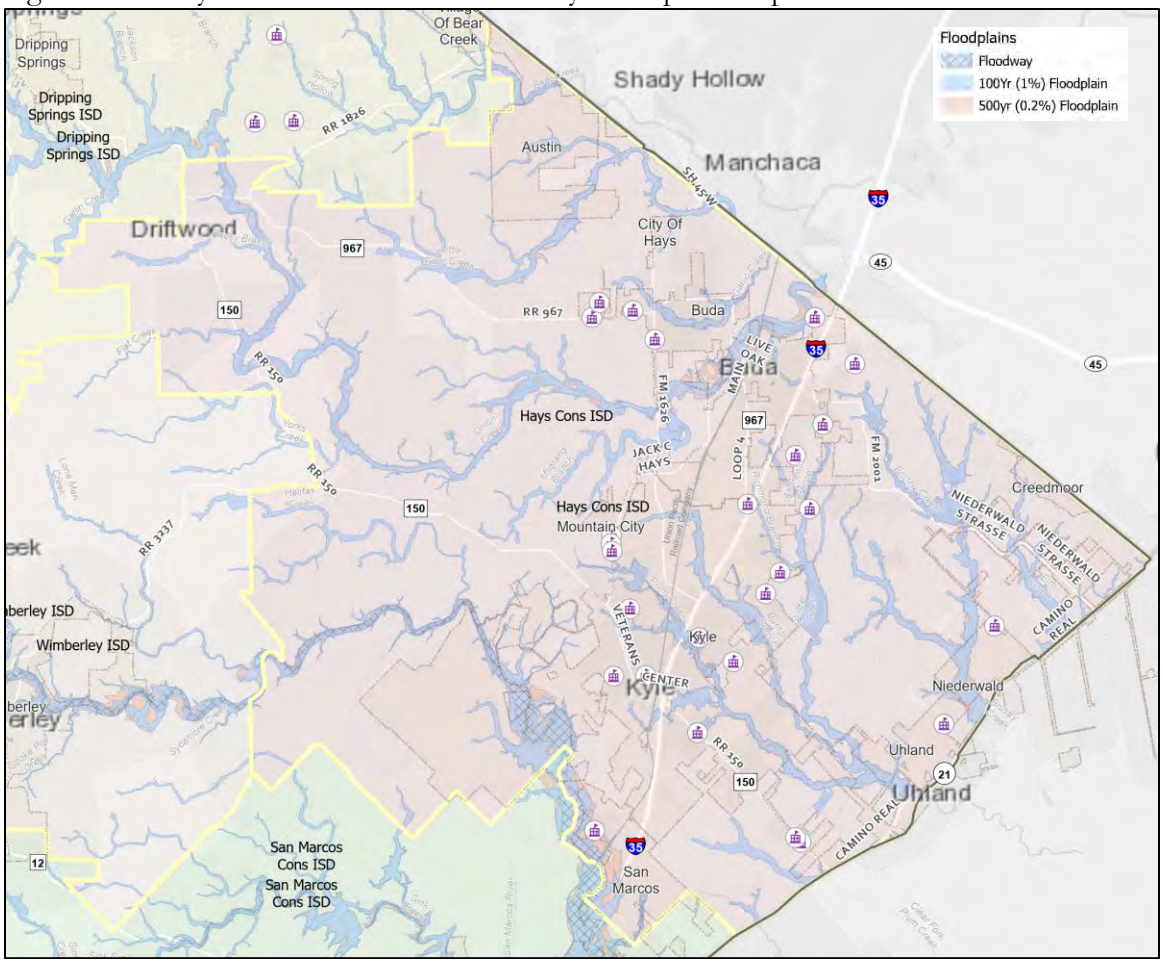


Figure 6-15: San Marcos Consolidated ISD Boundary Floodplain Map

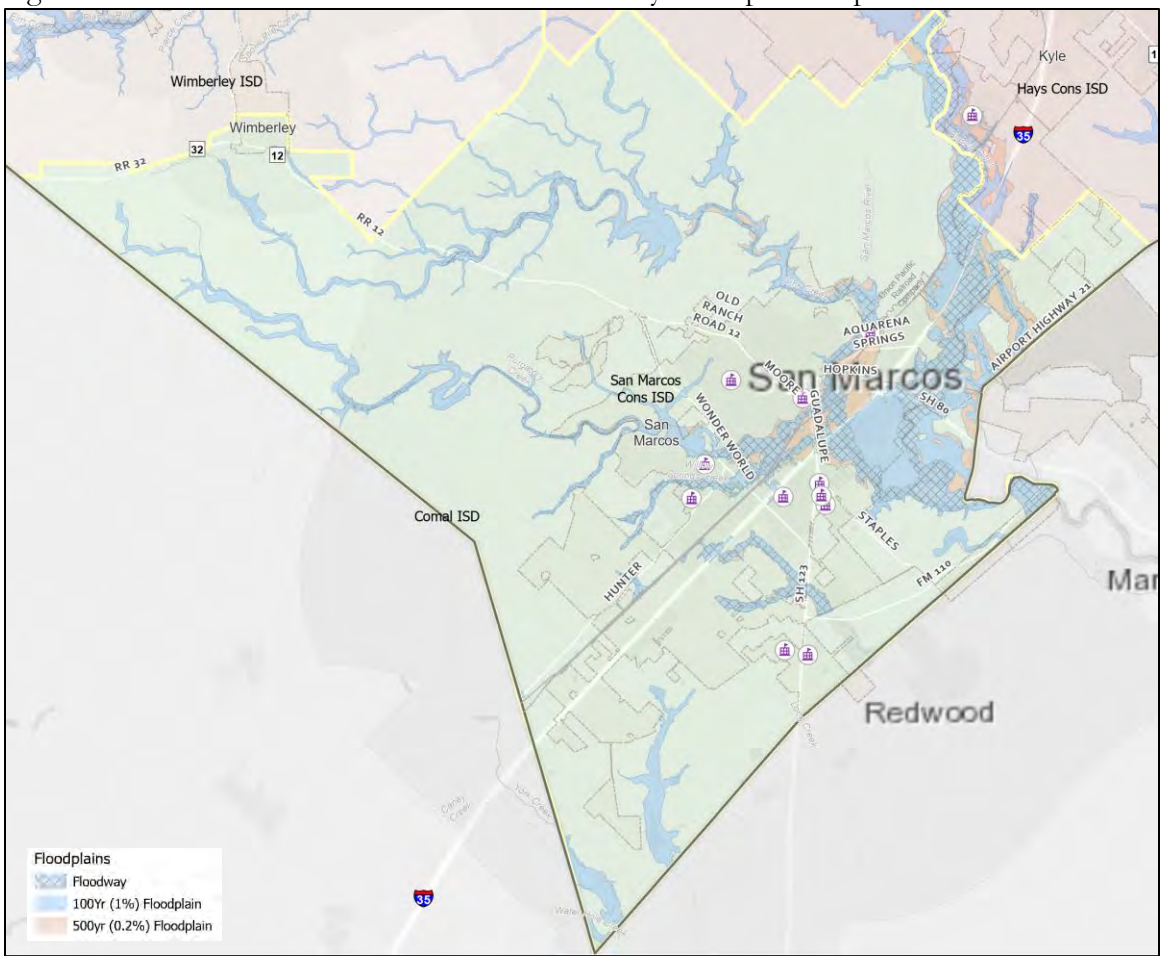
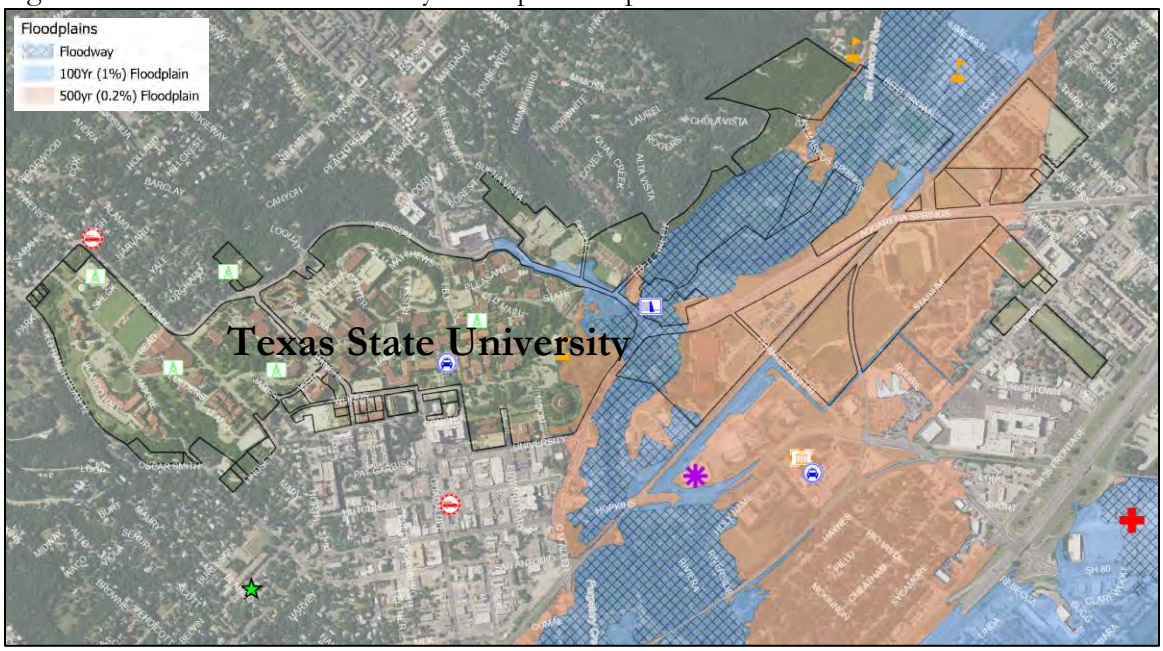


Figure 6-16: Wimberley ISD Boundary Floodplain Map

Figure 6-17: Texas State University Floodplain Map



Extent

Flood event severity is a complex science studied by hydrologists and engineers. The severity of a flood event is established by a combination of several factors including stream and river basin topography and physiography, precipitation, weather patterns, recent soil moisture conditions, and degree of vegetative clearing and impervious surface. Urbanization, due to its relationship to increased impervious cover, contributes to flood severity. Based on historical occurrences, floods events can last anywhere from a couple of hours to several days.

A Flood Zone provides a measure of a flood's intensity and magnitude. A base flood is defined by FEMA as a flood having a one percent change of being equaled or exceeded in any given year. It is also known as the "100-year flood" or the "1% annual chance event". The base flood is the national standard used by the National Flood Insurance Program. Flood zones are delineated on Flood Insurance Rate Maps, and the depths of flooding can be interpreted from the summary data and profiles in the Flood Insurance Study. Flood depths may range from less than one foot to more than 5 feet in places, and depending on the severity of the event (as measured in annual chance exceedance). Table 6-1 provides a description of FEMA flood zones and the flood impact in terms of severity or potential harm. Flood Zones A, AE, AO, and X are the hazard areas mapped in the planning area and determine the intensity of a potential flood event.

Table 6-1: FEMA Flood Zone Categories

Flood Zone	Description
Floodway	A "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that there are no increases in upstream flood elevations. For streams and other watercourses where FEMA has provided Base Flood Elevations (BFEs), but no floodway has been designated, the community must review floodplain development on a case-by-case basis to ensure that increases in water surface elevations do not occur, or identify the

	need to adopt a floodway if adequate information is available.
Zone A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
Zone AE	Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.
Zone AO	Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet. Average flood depths derived from detailed hydraulic analyses are shown in this zone. Mandatory flood insurance purchase requirements and floodplain management standards apply.
0.2 SFHA	These are the areas that have a 0.2 percent chance of being equaled or exceeded on any given year.
Zone X	The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are Zone X.

Historical Occurrence

Historical evidence indicates that areas within the planning area are susceptible to flooding, especially in the form of flash flooding. It is important to note that only reported flood events have been factored into this risk assessment, therefore it is likely that additional flood occurrences have gone unreported before and during the recording period. Table 6-2 identifies historical flood events that resulted in damages, injuries, or fatalities within the planning area. Historical Data is provided by the Storm Prediction Center (NOAA), NCEI database for Hays County. There have not been any events recorded past the listed dates.

Figure 6-18: Blanco River Flood, Memorial Day 2015

Table 6-2: Historical Flood Events, 1997-2023

Location	Date	Time	Deaths	Injuries	Property Damage	Crop Damage
Countywide	5/23/1997	6:00 PM	0	0	$10,000	$0
Countywide	6/6/1997	3:00 PM	0	0	$10,000	$0
Countywide	6/7/1997	8:00 AM	0	0	$15,000	$0
Countywide	6/8/1997	11:00 PM	2	7	$2,500,000	$50,000
Countywide	6/21/1997	10:30 AM	0	0	$5,000	$0
Countywide	6/22/1997	8:00 AM	0	0	$50,000	$50,000
Countywide	2/21/1998	5:45 PM	0	0	$5,000	$0
Countywide	7/3/1998	11:30 PM	0	0	$20,000	$0

Countywide	8/22/1998	3:00 PM	0	0	$20,000	$10,000
Countywide	8/23/1998	7:30 AM	0	0	$10,000	$0
Countywide	10/17/1998	7:30 AM	0	100	$500,000	$50,000
	10/17/1998	10:00 AM	0	25	$4,000,000	$50,000
	10/17/1998	10:00 AM	0	25	$4,000,000	$50,000
Countywide	6/21/1999	1:00 PM	0	0	$3,000	$0
Countywide	6/9/2000	12:30 PM	0	0	$15,000	$0
Countywide	11/2/2000	7:30 PM	0	0	$20,000	$0
	11/4/2000	5:00 AM	0	0	$0	$0
North Portion	8/26/2001	8:00 PM	0	0	$10,000	$0
Countywide	8/31/2001	4:00 AM	0	0	$20,000	$0
Countywide	8/31/2001	8:30 PM	0	0	$30,000	$20,000
Countywide	11/15/2001	10:00 AM	0	20	$200,000	$50,000
	11/15/2001	3:30 PM	0	0	$0	$0
West Portion	6/30/2002	5:45 AM	0	0	$10,000	$0
	7/1/2002	12:00 AM	0	0	$0	$0
South Portion	7/1/2002	8:30 PM	0	0	$0	$0
Countywide	7/2/2002	5:45 AM	0	0	$0	$0
West Portion	7/3/2002	5:00 AM	0	0	$0	$0
West Portion	7/5/2002	3:30 AM	0	0	$0	$0
South Portion	9/19/2002	2:30 PM	0	0	$0	$0
South Portion	10/24/2002	11:30 AM	0	0	$0	$0
Countywide	11/4/2002	12:45 PM	0	0	$0	$0
Countywide	2/20/2003	8:15 AM	0	0	$10,000	$0
West Portion	6/13/2003	6:30 PM	0	0	$5,000	$0
South Portion	9/11/2003	9:30 PM	0	0	$3,000	$0
Northwest Portion	1/16/2004	6:30 PM	0	0	$3,000	$0
East Portion	6/5/2004	12:30 AM	0	0	$0	$0
Countywide	6/9/2004	11:30 AM	0	0	$350,000	$0
Driftwood	6/26/2004	5:30 PM	0	0	$0	$0
West Portion	6/27/2004	10:00 AM	0	0	$0	$0
West Portion	6/28/2004	10:00 AM	0	0	$0	$0
Countywide	6/29/2004	10:30 AM	0	0	$0	$0
South Portion	6/30/2004	3:30 AM	0	0	$0	$0
	6/30/2004	4:00 AM	0	0	$0	$0
West Portion	7/25/2004	6:300 PM	0	0	$0	$0
Countywide	10/2/2004	4:30 AM	0	0	$0	$0
Countywide	10/23/2004	5:00 AM	0	0	$0	$0
	10/23/2004	10:00 AM	0	0	$0	$0
	10/24/2004	12:45 AM	0	0	$0	$0
San Marcos	11/14/2004	9:00 PM	1	0	$0	$0
Countywide	11/16/2004	11:00 PM	0	0	$0	$0
	11/17/2004	4:45 AM	0	0	$0	$0
Countywide	11/21/2004	1:30 PM	0	0	$0	$0
Countywide	11/22/2004	12:30 AM	0	0	$0	$0
Countywide	11/22/2004	9:00 AM	0	0	$0	$0
Southeast Portion	11/23/2004	9:30 AM	0	0	$0	$0
Buda	5/29/2005	10:00 PM	0	0	$0	$0
South Portion	5/6/2006	2:30 AM	0	0	$0	$0

Kyle	1/13/2007	7:30 AM	0	0	$0	$0
Wimberley	3/11/2007	10:30 PM	1	0	$0	$0
Wimberley	3/12/2007	2:30 AM	0	0	$0	$0
Henly	3/30/2007	9:30 AM	0	0	$0	$0
Driftwood	3/30/2007	2:00 PM	0	0	$0	$0
Henly	5/2/2007	10:30 PM	0	0	$0	$0
Kyle	6/20/2007	11:00 AM	0	0	$0	$0
Henly	7/2/2007	6:30 PM	0	0	$0	$0
Wimberley	7/4/2007	11:30 AM	0	0	$0	$0
Dripping Springs	7/20/2007	1:00 PM	0	0	$100,000	$0
Dripping Springs	7/21/2007	1:30 PM	0	0	$0	$0
Wimberley	7/23/2007	5:00 PM	0	0	$0	$0
Kyle	7/25/2007	1:00 PM	0	0	$0	$0
Wimberley	7/28/2007	11:30 AM	0	0	$0	$0
Dripping Springs	8/16/2007	6:00 PM	0	0	$0	$0
Wimberley	9/10/2009	2:30 PM	0	0	$0	$0
Henly	5/17/2010	6:23 PM	0	0	$0	$0
Kyle	6/9/2010	3:40 AM	0	0	$0	$0
Wimberley	6/9/2010	4:30 AM	0	0	$0	$0
Driftwood	9/7/2010	10:00 PM	0	0	$0	$0
San Marcos	9/8/2010	9:10 AM	0	0	$0	$0
Niederwald	2/4/2012	3:30 PM	0	0	$0	$0
Wimberley	2/4/2012	3:30 PM	0	0	$0	$0
Driftwood	5/10/2012	10:30 PM	0	0	$0	$0
Driftwood	5/11/2012	2:00 AM	0	0	$0	$0
Dripping Springs	10/13/2013	5:00 AM	0	0	$0	$0
Wimberley	10/31/2013	3:00 AM	0	0	$1,000,000	$0
Wimberley	10/31/2013	6:30 AM	0	0	$0	$0
Dripping Springs	5/12/2014	11:15 PM	0	0	$0	$0
San Marcos	5/13/2014	1:00 AM	0	0	$0	$0
San Marcos	5/27/2014	7:00 AM	0	0	$0	$0
Fitzhugh	5/17/2015	7:00 AM	0	0	$0	$0
Wimberley	5/23/2015	10:11 PM	0	0	$0	$0
Wimberley	5/24/2015	3:00 AM	10	0	$100,000,000	$0
Kyle	5/24/2015	2:17 AM	0	0	$100,000,000	$0
Henly	5/30/2015	3:16 PM	0	0	$0	$0
San Marcos Lowman Ar	5/30/2015	4:15 PM	0	0	$5,000	$0
Fitzhugh	6/14/2015	6:46 AM	0	0	$0	$0
San Marcos	6/28/2015	9:45 PM	0	0	$0	$0
Driftwood	10/30/2015	7:00 AM	0	0	$10,000,000	$0
Wimberley	10/30/2015	7:58 AM	0	0	$1,000,000	$0
Kyle	10/30/2015	8:12 AM	0	0	$0	$0
Kyle	10/30/2015	9:54 AM	0	0	$0	$0
San Marcos	5/19/2016	9:25 AM	0	0	$0	$0
Fitzhugh	5/19/2016	10:02 AM	0	0	$0	$0
Buda	5/26/2016	11:03 AM	0	0	$0	$0
Buda	5/27/2016	1:40 AM	0	0	$0	$0
Wimberley	6/2/2016	5:03 AM	0	0	$0	$0
Driftwood	8/16/2016	6:57 AM	0	0	$0	$0
Buda	8/20/2016	3:55 PM	0	0	$0	$0

San Marcos	9/26/2016	11:13 AM	0	0	$0	$0
San Marcos Lowman Ar	4/11/2017	11:20 AM	0	0	$0	$0
San Marcos Lowman Ar	4/11/2017	12:22 PM	0	0	$500,000	$0
Kyle	8/26/2017	9:14 AM	0	0	$100,000	$0
San Marcos Lowman Ar	3/28/2018	2:22 AM	0	0	$0	$0
Kyle	3/28/2018	4:33 AM	0	0	$0	$0
Kyle	3/28/2018	10:43 AM	0	0	$0	$0
Kyle	9/9/2018	7:26 AM	0	0	$0	$0
Wimberley	9/9/2018	7:45 AM	0	0	$0	$0
Dripping Springs	5/3/2019	5:45 PM	1	0	$0	$0
Dripping Springs	5/3/2019	6:25 PM	0	0	$100,000	$0
Fitzhugh	5/8/2019	11:39 AM	0	0	$0	$0
Kyle	4/3/2020	3:54 PM	0	0	$0	$0
Niederwald	6/28/2020	10:55 PM	0	0	$0	$0
Buda	9/4/2020	8:00 AM	0	0	$0	$0
Buda	9/4/2020	8:05 AM	0	0	$0	$0
Kyle	5/1/2021	2:08 PM	0	0	$0	$0
Wimberley	8/2/2021	7:15 AM	0	0	$0	$0
Wimberley	8/2/2021	7:50 AM	0	0	$0	$0
Wimberley	9/29/2021	1:00 AM	0	0	$0	$0
San Marcos Lowman Ar	9/29/2021	2:00 AM	0	0	$0	$0
Buda	10/13/2021	10:46 PM	0	0	$0	$0
San Marcos	10/14/2021	7:30 AM	0	0	$0	$0
Kyle	10/26/2023	11:12 AM	0	0	$0	$0
San Marcos	10/26/2023	11:48 AM	0	0	$0	$0
San Marcos Lowman Ar	10/26/2023	12:40 PM	0	0	$0	$0
San Marcos Lowman Ar	10/26/2023	2:45 PM	0	0	$0	$0

*Only recorded events with fatalities, injuries, and/or damages are listed, 130 total events from 1997-2023.
*Values are in 2023 dollars.

Significant Events

May 24, 2015

Thunderstorms produced heavy rain that caused flash flooding in Kyle and San Marcos. The majority of the flooding was along the Blanco and San Marcos Rivers. A massive flood wave came down the Blanco River from Wimberley. Huge amounts of debris came with the flood waters. Four people were trapped on a roof awaiting a helicopter rescue in Kyle. I-35 was closed in both directions in San Marcos when the Blanco River flooded and overtopped the interstate. Hwy 80 bridge was also overtopped with flood water just east of I-35. Highway 80 was closed with debris bumping into a bridge structure. Water flooded the Aspen Apartment complex and water was reported to be up to the top of car tires in the parking lot. The Hays County jail in San Marcos was evacuated due to flooding. Many homes along River Road were flooded as well as businesses along the I-35 frontage road as the San Marcos River started to backup into town. All along the Blanco River in Hays County 1515 structures were impacted with 321 houses destroyed and an additional 376 receiving Major damage according to assessments. It is estimated that there were 100 million dollars in insured losses for this flash flood.

October 17, 1998

In Hays County, the flooding along the San Marcos River was most devastating to the eastern part of San Marcos, with many permanent homes flooded and several mobile homes

washed from their sites. Homes and apartments were flooded along the San Marcos River on Riverside and Riviera Drives, along Purgatory Creek, and along Uhland and Post Roads.

Probability of Future Events

FEMA states that flooding is the most common natural disaster in the United States, affecting every region and every state. Based on recorded historical occurrences and extent within the Hays planning area, 134 recorded flooding events in the 25-year reporting period provides a probability of occurrence of at least 1 event per year. This frequency supports a highly likely probability of future events, meaning that an event is probable in the next year.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

The flood hazard areas throughout Hays County are subject to periodic inundation, which may result in loss of life and property, reduction in health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect public safety. Riverine Flooding has killed and injured more people than any other weather-related hazard and the greatest number of deaths is due to people driving into water going over roads. For this study, the location and proximity to the floodplain or SFHA determines a property's vulnerability to a flood. Structures that lie along banks of a waterway are the most vulnerable and are often repetitive loss structures. Future development is encouraged to be outside of the floodplain, although there are some critical facilities, homes, and businesses already located in the floodplain due to their development before current floodplain regulations. Table 6-3 below describes the critical facilities that are withing either the 1% or 0.2 annual chance floodplain by participating jurisdiction. Hays County, City of Buda, and Texas State University all exhibit some increased vulnerability and possible impacts to the location of facilities listed.

Table 6-3: Critical Facilities in the 1% or 0.2% Annual Chance Floodplain by Jurisdiction

Jurisdiction	Critical Facilities
Hays County	GBRA Structures (1 Water Treatment Plant, 1 Wastewater Plant), 2 Communication Towers
City of Buda	1 Constable's Office, 1 Sheriff's Office, 1 Wastewater Plant, 2 Assisted Living Facilities
City of Dripping Springs	1 Shelter
City of Hays	None
City of Kyle	None
City of Mountain City	None
City of Niederwald	None
City of Uhland	None
City of Wimberley	None
City of Woodcreek	None
Village of Bear Creek	None

Dripping Springs ISD	None
Hays Consolidated ISD	None
San Marcos Consolidated ISD	None
Wimberley ISD	None
Texas State University	1 Arena, 2 Stadiums, 1 Baseball Field, 1 Student Housing Center, 1 Meadows Center for Water and the Environment

Flood losses are exacerbated by the cumulative effect of obstructions in floodplains. Occupancy of flood hazard areas is especially hazardous when development is inadequately elevated, flood-proofed, or otherwise protected from flood damage. Moreover, increased development in floodplain can increase flood heights and velocities making flooding more intense and widespread then predicted. Mitigation actions are included to address flood maintenance issues as well (Section 15), such as routinely clearing debris from roadside ditches and bridges and hardening existing facilities against hazards such as flooding. Expanding drainage culverts and storm water structures to more adequately convey flood waters is critical to flood mitigation as well. Table 6-4 below shows Hays County dollar losses from January 1997 through December 2023.

Table 6-4: Hays County Impact from Flooding

Time Period	Deaths	Injuries	Property Damage	Crop Damage
Loss Summary, Hays County				
25-year Total	15	177	$224,629,000	$330,000
Per Year	0.6	7.1	$8,985,160	$13,200
Per Capita Dollar Losses (2022 Population - 269,225)				
25-year Total			$834.35	$1.23
Per Year			$33.37	$0.05

Source: NCEI Storm Events Database 1997 to 2023 subset for Texas

Table 6-5 below distributes the countywide impacts presented in table 6-4 amongst the various participating jurisdictions based on location information.

Table 6-5: Flood Losses by Jurisdiction 1997-2023

Jurisdiction	Est. Prop. Losses	Est. Crop Losses	Total Est. Losses
Hays County*	$22,329,000	$300,000	22,629,000
City of Buda	$0	$0	$0
City of Dripping Springs	$200,000	$0	$200,000
City of Hays	$0	$0	$0
City of Kyle	$100,100,000	$0	$100,100,000
City of Mountain City	$0	$0	$0
City of Niederwald	$0	$0	$0
City of Uhland	$0	$0	$0
City of Wimberley	$102,000,000	$0	$102,000,000
City of Woodcreek	$0	$0	$0
Village of Bear Creek	$0	$0	$0
Total	$224,629,000	$330,000	$224,929,000

*Hays County totals include jurisdictions within the county that are not participating in the plan

National Flood Insurance Program (NFIP) Participation

In addition to all eligible participating jurisdictions, Hays County is part of the National Flood Insurance Program (NFIP). The NFIP protects businesses and homeowners from devastating losses in the event of a flood hazard. As an additional indicator of floodplain management responsibility, communities may choose to participate in FEMA's Community Rating System (CRS). This is an incentive-based program that allows communities to undertake flood mitigation activities that go beyond NFIP requirements. Currently, none of the participating jurisdictions in this Hazard Mitigation Plan participate in CRS. It is the purpose of all NFIP jurisdictions participating in the Hazard Mitigation plan to continue to promote the public health, safety, and general welfare by minimizing public and private losses due to flood conditions in specific areas. These communities are guided by their local Floodplain Management Ordinance and will continue to comply with NFIP requirements through their local permitting, inspection, and record - keeping requirements for new and substantially developed construction. After an event, each participating jurisdiction with a Floodplain Management Ordinance sends out local inspection and appraisal teams in cooperation with Hays County Emergency Management to survey and document the damage that all structures have received within the boundaries of that jurisdiction. This is done to determine if the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure. A building must be brought into compliance with the current local floodplain management ordinance if a building in a Special Flood Hazard Area is determined by local official to be a Substantial Improvement/ Substantial Damage structure. This may involve elevating or modifying a structure to meet floodplain standards, relocating or demolishing a structure, or floodproofing non-residential or historic buildings. The NFIP participating jurisdictions each have a floodplain manager; the city manager serves this role for the cities, and the emergency management coordinator serves this role for Hays County.

Table 6-5: Repetitive Loss and Severe Repetitive Loss Properties

Jurisdiction	Number RL of Structures	Number RL of Losses	Number SRL of Structures	Number SRL of Losses
Hays County	47	110	3	10
City of Buda	4	8	0	0
City of Dripping Springs	2	4	0	0
City of Hays	0	0	0	0
City of Kyle	0	0	0	0
City of Mountain City	1	2	0	0
City of Niederwald	0	0	0	0
City of Uhland	0	0	0	0
City of Wimberley	16	35	1	2
City of Woodcreek	2	4	0	0
Village of Bear Creek	0	0	0	0
Total	72	163	4	12

There are several repetitive loss and severe repetitive loss properties as defined by the NFIP within the Hays County planning area. These are residential structures with a combination of slab and pier and beam foundations.

Item # 14.

SECTION 7: DROUGHT

Description

Drought is deficiency in precipitation over an extended period, usually a season or more, resulting in a water shortage causing adverse impacts on vegetation, animals, and/or people. Droughts are defined as a moisture deficit at a magnitude high enough to have social, environmental or economic effects and can become very prolonged and persist from one year to the next. Common effects of drought include crop failure, water supply shortages, and fish and wildlife mortality. The Texas Hazard Mitigation Plan describes the climate of 2/3rds of Texas Counties as arid or semi-arid with these Counties almost always in varying stages of drought.

Location

Droughts vary greatly in their intensity and duration and can occur regularly throughout Hays County, including all participating jurisdictions, equally. Drought is monitored nationwide by the National Drought Mitigation Center (NDMC) which provides the Drought Monitor map in Figure 7.1 showing the entirety of the planning area currently experiencing extreme drought (D3) conditions or exceptional drought (D4). The planning area has experienced exceptional drought conditions within the last fifteen years, particularly during the drought of summer 2011 where the entire state of Texas was in some level of drought (Figure 7.2).

Figure 7.1: US Drought Monitor, March 28, 2024

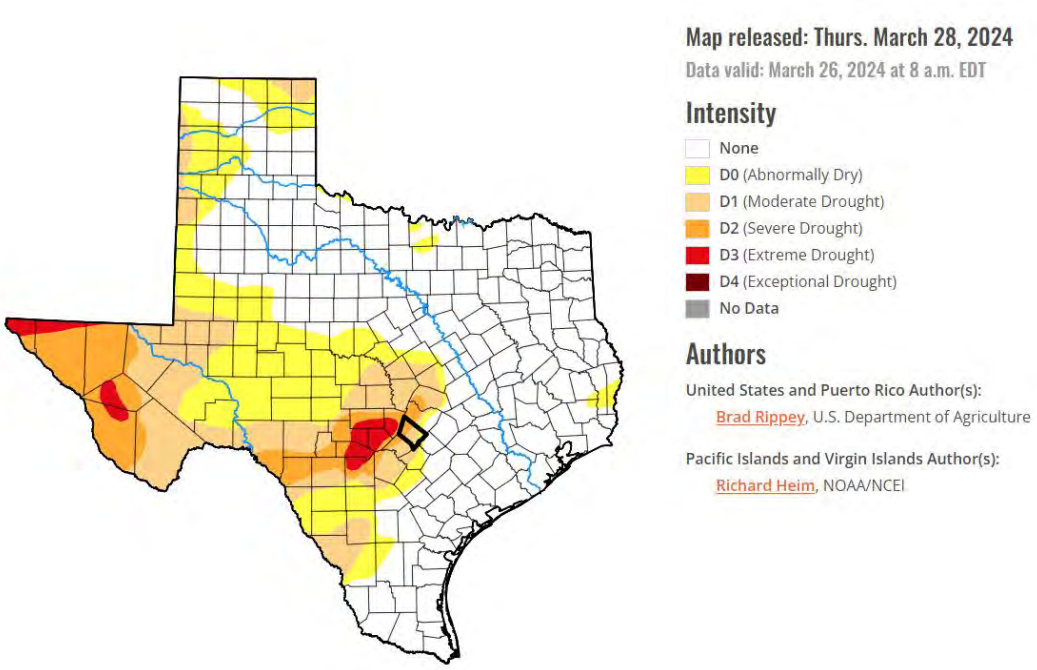
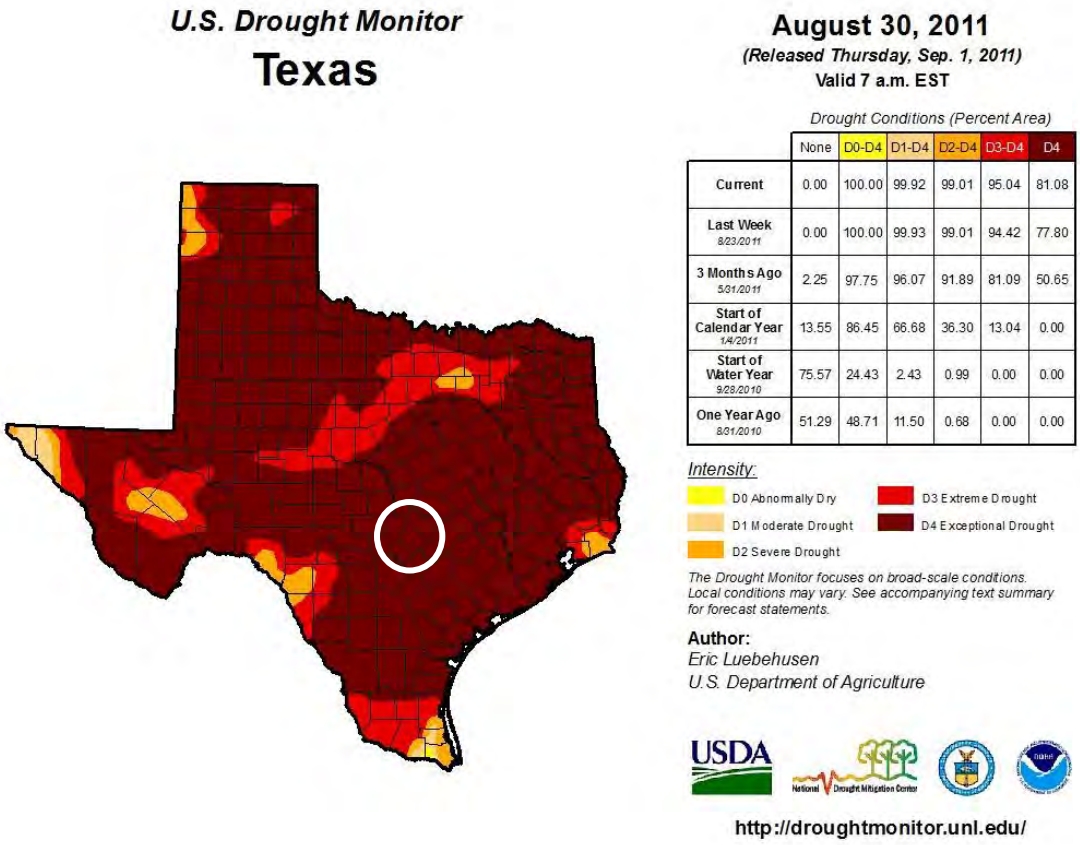


Figure 7.2: US Drought Monitor, August 30, 2011



Extent

The Palmer Drought Severity Index (PDSI) is based on precipitation and temperature and is used to measure the extent of drought. The index measures the moisture supply of the environment. The PDSI classifications vary roughly between -4.0 and +4.0 ranging from extremely dry to extremely wet periods. NOAA's United States Drought Monitor (USDM) Categories range from D0 to D4 according to the intensity of drought and are based on a number of indicators, including the PDSI, and used to describe broad scale drought conditions across the United State. Table 7.1 describes the basic PDSI classification descriptions and Table 7.1 depicts the magnitude of drought with descriptions of possible impacts.

Table 7-1: PDSI Classifications for Dry and Wet Periods	
4.00 or more	Extremely Wet
3.00 to 3.99	Very Wet
2.00 to 2.99	Moderately Wet
1.00 to 1.99	Slightly Wet
0.50 to 0.99	Incipient Wet Spell
0.49 to -0.49	Near Normal
-0.50 to -0.99	Incipient Dry Spell
-1.00 to -1.99	Mild Drought
-2.00 to -2.99	Moderate Drought
-3.00 to -3.99	Severe Drought
-4.00 or less	Extreme Drought

http://drought.unl.edu/whatis/indices.htm

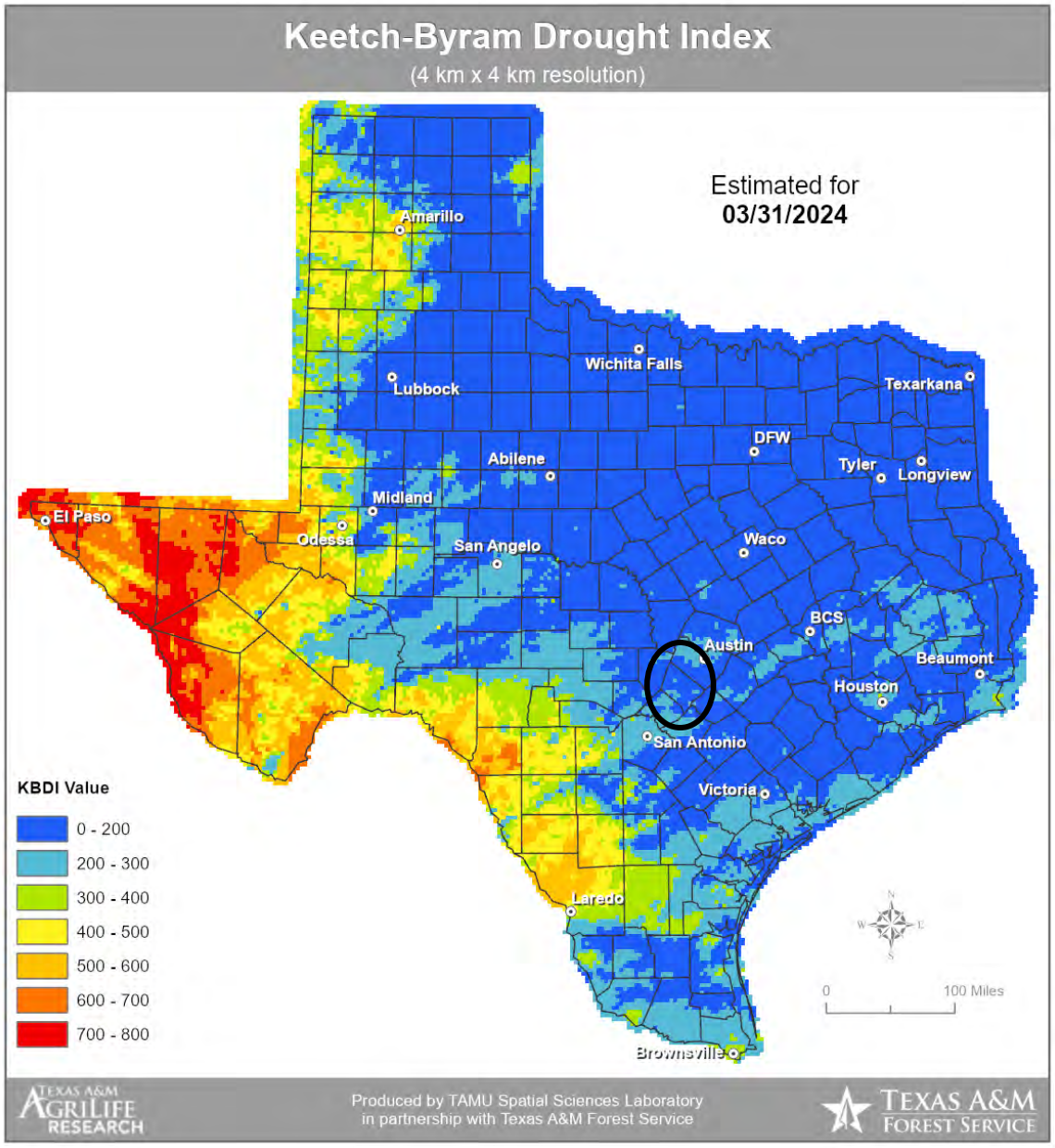
Table 7-1: Drought Severity Classification

			Ranges				
Category	Description	Possible Impacts	Palmer Drought Severity Index (PDSI)	CPC Soil Moisture Model (Percentiles)	USGS Weekly Streamflow (Percentiles)	Standardized Precipitation Index (SPI)	Objective Drought Indicator Blends (Percentiles)
D0	Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures Coming out of drought: some lingering water deficits, pastures or crops not fully recovered	-1.0 to -1.9	21 to 30	21 to 30	-0.5 to -0.7	21 to 30
D1	Moderate Drought	Some damage to crops, pastures Streams, reservoirs, or wells low, some water shortages developing or imminent Voluntary water-use restrictions requested	-2.0 to -2.9	11 to 20	11 to 20	-0.8 to -1.2	11 to 20
D2	Severe Drought	Crop or pasture losses likely Water shortages common Water restrictions imposed	-3.0 to -3.9	6 to 10	6 to 10	-1.3 to -1.5	6 to 10
D3	Extreme Drought	Major crop/pasture losses Widespread water shortages or restrictions	-4.0 to -4.9	3 to 5	3 to 5	-1.6 to -1.9	3 to 5
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses Shortages of water in reservoirs, streams, and wells creating water emergencies	-5.0 or less	0 to 2	0 to 2	-2.0 or less	0 to 2

Based on the extent and location for historic and current drought conditions, the Hays County planning area can anticipate a range of drought from abnormally dry to exceptional, or D0 to D4 based on the USDM Drought Intensity Category.

The Keetch-Byram Drought Index is used by the Texas Forest Service to determine the fire potential based on daily water balance, precipitation, and soil moisture. Figure 7-3 shows the Keetch-Byram Drought Index rating classification for all of Texas and color coded by County with a scale of 0 to 800 (low risk to high risk). Hays County is in the 200-300 risk category at the time this report was written. The Keetch-Byram Drought Index is also discussed in relation to wildfires in section 13.

Figure 7-3: Keetch-Byram Drought Index



Historical Occurrences

Hays County has often experienced moderate to significant drought in the past. It is difficult to identify the start of prolonged drought since they develop over an extended period of time. The hydrological impacts of drought such as depleted reservoir and groundwater levels take longer still to develop.

Significant Events

1950-1957, Statewide
Driest period in state history. By 1956, 244 of 254 counties are declared federal disaster areas with an annual estimated economic loss of $3.5 billion.

1995-1996, Statewide
Agricultural losses of more than $5 billion statewide exceed previous record.

2005, South, East, Central, and Northeast Texas
The state records only 4.93 inches average rainfall as the third driest period in 110 years.

May 2011 – March 2012, Statewide
The drought of 2011 in South Central Texas was the most severe one-year drought ever for Texas. Agricultural losses in the state due to the 2011 drought reached a record $7.62 billion, making it the costliest drought in history, according to totals by Texas AgriLife Extension Service economists. "2011 was the driest year on record and certainly an infamous year of distinction for the state's farmers and ranchers," said Dr. David Anderson, AgriLife Extension livestock economist. "The $7.62 billion mark for 2011 is more than $3.5 billion higher than the 2006 drought loss estimates, which previously was the costliest drought on record."[5] Drought conditions began in May and were exacerbated by a La Niña event causing below normal rainfall. Conditions began to improve in the spring of 2012 when the La Niña event weakened and most of South-Central Texas saw above normal rainfall.

The data used to assess the historical experience with drought for the planning area came from the NOAA's NCEI National Storms Database. This database contains extensive and authoritative information for weather related event in the country from 1997 thru 2023 (a 25-year period). Agricultural producers such as farmers and ranchers purchase crop insurance to protect their yield in the event of a natural disaster such as drought, hail, or flood. Historical crop damages are typically not found in the public record and likely much higher than quantified by NCEI data due to agricultural losses being a transaction between the agricultural land owner and insurance policy holder. Furthermore, the extent of crop loss due to drought is difficult to quantify because a drought during a growing season can impact the next two years of crop production. Table 7-2 lists historical events that have occurred in Hays County as reported in the NCEI. There have not been any events recorded past the listed dates.

Table 7-2: Historical Occurrences of Drought in Hays County

Date Range	Direct Injuries	Direct Fatalities	Property Damage	Crop Damage
July - October, 2000	0	0	$0	$0
May, 2011 – January, 2012	0	0	$0	$0
June, 2012	0	0	$0	$0
December, 2012	0	0	$0	$0
February - April, 2013	0	0	$0	$0
June – August, 2013	0	0	$0	$0
August, 2014	0	0	$0	$0
August, September, 2018	0	0	$0	$0

[5] https://today.agrilife.org/2012/03/21/updated-2011-texas-agricultural-drought-losses-total-7-62-billion/

September - November, 2019	0	0	$0	$0
January, February, 2020	0	0	$0	$0
October, 2019 - February, 2020	0	0	$0	$0
November, December, 2020	0	0	$0	$0
January, 2021	0	0	$0	$0
May, 2022 – September, 2023	0	0	$0	$0

Data provided the by NOAA drought monitor also provides a perspective of historical occurrences of drought in the planning area by summarizing the percent of area in each drought category by county on a weekly basis. The table below provides a summary of the number of weeks in each drought category or the magnitude of the drought that describes the drought condition for the majority of the county for each weekly period from 1/4/2000 to 1/17/2023. This nearly 28-year window of drought data provides a clear picture as to how often the occurrence of different drought categories can be expected in the future.

Table 7-3: Historical Drought Magnitude

Drought Category	Description	Hays County	
None	Normal to Wet Conditions	507	40%
D0	Abnormally Dry	173	14%
D1	Moderate Drought	206	16%
D2	Severe Drought	146	12%
D3	Extreme Drought	131	10%
D4	Exceptional Drought	101	8%
	Total	1,264	100%

Source: https://droughtmonitor.unl.edu/Data/DataDownload/ComprehensiveStatistics.aspx

Probability of Future Events

Based on available records of historic events from NCEI, there have been fourteen (14) time periods of drought within a 25-year reporting period. This provides a probability of occurrence of one event every one to two years. Based on the drought monitor data for a 25-year reporting period, the planning area is in severe to exceptional drought approximately 30% of the time. This frequency supports a **likely** probability of future events occurring within the Hays County planning area which means that an event is probable in the next 3 years.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

Drought affects large areas creating vulnerability for people, animals, property, agriculture, and the environment. Over the entirety of the planning area the biggest impacts of drought are dead crops and grazing land, edible plants for animals, and even trees. This primarily affects farming and wildlife, but people can be directly impacted as well due to shortages of potable water supply. Communities will also ration the use of water during prolonged

drought, particularly for lawn care, swimming pools, and irrigation. Drought is related to, and can exacerbate, the natural hazards of wildfires and extreme heat. Drought can contribute to the cause of wildfires due to dying vegetation serving as ignition fuel and can be intensified by extreme heat. The impacts of drought mostly affect water shortages and crop/livestock losses and do not typically extend to buildings and critical facilities.

The entire population of Hays County is vulnerable to water supply shortages which present widespread health risks since people can only survive a few days without water. Potable water is used for many essential functions such as drinking, bathing, heating and cooling systems, and some electricity production. This affects vulnerable populations more acutely such as children, older adults, and people with illnesses or fragile health conditions. Also, vulnerable populations that do not have adequate air conditioning units in their homes are more at risk for injury or fatalities.

The planning area has a total population of 269,225 according to the 2022 ACS population estimate. Those over the age of 65 represent 12.1% (32,508) of the total population and children under the age of 5 represent 5.8% (15,529) of the total population. The total population of the county that is estimated to be below the poverty level is 10.0% (26,986). Table 7-4 presents the 2022 American Community Survey population and age cohort estimates below.

Table 7-4: Populations at Greater Risk by Jurisdiction

Jurisdiction	Population 65 and Older	Population Under 5	Population Below Poverty Level
Hays County	32,508	15,529	26,986
City of Buda	1,465	993	1,179
City of Dripping Springs	945	313	168
City of Hays	51	4	13
City of Kyle	3,579	3,606	3,457
City of Mountain City	113	71	9
City of Niederwald	165	117	238
City of Uhland	125	143	138
City of Wimberley	673	15	219
City of Woodcreek	815	113	76
Village of Bear Creek	113	26	2

Source: 2022 American Community Survey (Note: County totals include both incorporated and unincorporated areas)

The environment of the Hays County planning area is also vulnerable to damage during drought. Through lack of food and water and habitat degradation, aquatic and terrestrial species both can experience significant reductions due to death and lower reproduction rates.

Water is central to the ability of people to inhabit and transact commerce in a region and the economic impacts of drought can be significant, especially during prolonged drought. The ability to produce goods and provide services is dependent on direct and indirect access to clean water. Due to the interconnected nature of supply and production chains, the negative effects of droughts can have ripple effects on many industries and sectors of the economy. The overall impact of damages caused by periods of drought is dependent on its extent and duration. It is rare that drought alone leads to a direct risk to the health and safety of people in the Hays County planning area, however severe water shortages could lead to a direct risk to the health and safety of the population. The severity of the impact of a drought event can

be mitigated by preparedness and planning by the community comprised of government, businesses, and citizens.

The National Drought Mitigation Center (NDMC) at the University of Nebraska-Lincoln developed the drought impact reporter to provide a national database of drought impacts by county. The number of impacts in ten distinct impact categories from 2005-Present are provided below. Table 7-5 lists the drought impacts in Hays County based on reports received by the Drought Impact Reporter. These reports are predominantly provided by the media, but can also come from NWS, other agencies, CoCoRaHS, legacy reports, and user reports.

Table 7-5: Drought Impacts, 2005-Present

Hays County	
Agriculture	97
Business & Industry	6
Energy	0
Fire	33
Plants & Wildlife	84
Relief, Response & Restrictions	80
Society & Public Health	22
Tourism & Recreation	13
Water Supply & Quality	80
County Impact Reports	194

Source: https://droughtreporter.unl.edu/map/

Based on 25 years of data from the NCEI, the direct impacts of droughts in the Hays County planning area have resulted in no known property or crop losses and no known injuries and fatalities. The impact to the planning area from drought has been limited and negligible based on data reported to the NCEI from 1997-2023. Drought impact reports like those presented above, however, come from a number of different sources and provide a different perspective of the impact that drought can have on communities beyond direct monetary property or crop damages that typically aren't reported publicly. It is important to consider that crop damage information is rarely publicly reported and water availability issues are not easily quantified so the impact is likely much more pronounced than the direct losses attributed to this hazard.

SECTION 8: WINDSTORMS

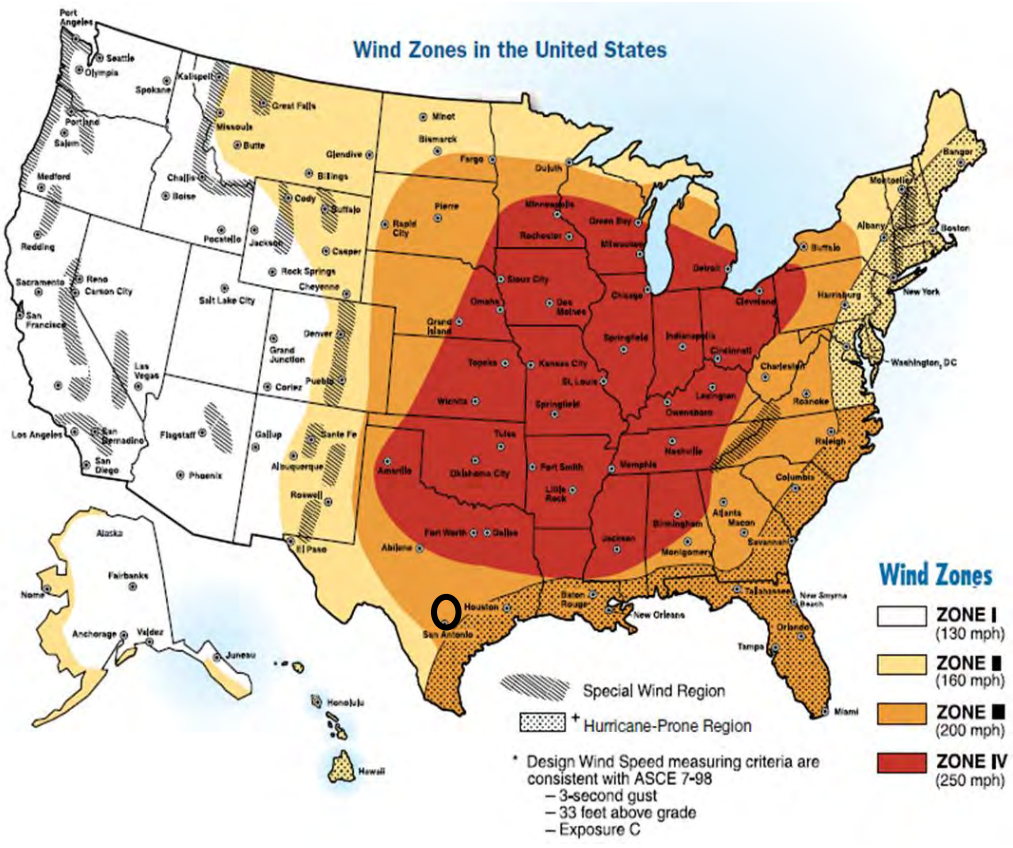
Description

Severe Wind can occur as straight-line events (derechos), or with other natural hazards including hurricanes and severe thunderstorms. According to the National Weather Service (NWS), a thunderstorm occurs when thunder accompanies rainfall. Thunderstorms create extreme wind events and are created when heat and moisture near the Earth's surface is transported to the upper levels of the atmosphere. The clouds, precipitation, and severe wind that become the thunderstorm are the result of this process. Straight line winds can have gusts of 87 knots (100 mph) or more and are responsible for most thunderstorm wind damages. One type of straight-line wind, the downburst, is a small area of rapidly descending air beneath a thunderstorm. A downburst can cause damage equivalent to a strong tornado and make air travel extremely hazardous.

Location

Thunderstorms are unpredictable and can occur anywhere in the planning area. Hays County, along with all participating jurisdictions, is equally at risk of thunderstorm winds. According to FEMA's Wind Zones map of the United States (Figure 8-1), the planning area falls under Wind Zone II, which is associated with winds that can reach up to 160 mph. This area is also situated near the coast, making it vulnerable to hurricanes.

Figure 8-1: FEMA wind zones in the United States



Source: FEMA and the American Society of Civil Engineers (ASCE)

Extent

The extent or magnitude of a specific thunderstorm wind event is measured by the Beaufort Wind Scale, developed in 1805. Table 8-1 describes the Beaufort Wind Scale, with different intensities of wind events in terms of speed and effect, from calm to violent and destructive. Based on historical occurrences, the planning area is expected to experience a windstorm with a maximum magnitude of 70 Knots.

Table 8-1: Beaufort Wind Scale

Force	Wind (Knots)	WMO Classification	Appearance of Wind Effects	
			On the Water	On Land
0	Less than 1	Calm	Sea surface smooth and mirror-like	Calm, smoke rises vertically
1	1-3	Light Air	Scaly ripples, no foam crests	Smoke drift indicates wind direction, still wind vanes
2	4-6	Light Breeze	Small wavelets, crests glassy, no breaking	Wind felt on face, leaves rustle, vanes begin to move
3	7-10	Gentle Breeze	Large wavelets, crests begin to break, scattered whitecaps	Leaves and small twigs constantly moving, light flags extended
4	11-16	Moderate Breeze	Small waves 1-4 ft. becoming longer, numerous whitecaps	Dust, leaves, and loose paper lifted, small tree branches move
5	17-21	Fresh Breeze	Moderate waves 4-8 ft taking longer form, many whitecaps, some spray	Small trees in leaf begin to sway
6	22-27	Strong Breeze	Larger waves 8-13 ft, whitecaps common, more spray	Larger tree branches moving, whistling in wires
7	28-33	Near Gale	Sea heaps up, waves 13-19 ft, white foam streaks off breakers	Whole trees moving, resistance felt walking against wind
8	34-40	Gale	Moderately high (18-25 ft) waves of greater length, edges of crests begin to break into spindrift, foam blown in streaks	Twigs breaking off trees, generally impedes progress
9	41-47	Strong Gale	High waves (23-32 ft), sea begins to roll, dense streaks of foam, spray may reduce visibility	Slight structural damage occurs, slate blows off roofs
10	48-55	Storm	Very high waves (29-41 ft) with overhanging crests, sea white with densely blown foam, heavy rolling, lowered visibility	Seldom experienced on land, trees broken or uprooted, "considerable structural damage"
11	56-63	Violent Storm	Exceptionally high (37-52 ft) waves, foam patches cover sea, visibility more reduced	
12	64+	Hurricane	Air filled with foam, waves over 45 ft, sea completely white with driving spray, visibility greatly reduced	

Source: www.spc.noaa.gov/faq/tornado/beaufort.html

Historical Occurrences

Historical occurrences of thunderstorm wind events with resulting damages that have impacted the Hays County planning area are shown below in Table 8-2. Only high wind

events associated with thunderstorm wind are considered in this section. Wind damage associated with other hazards, such as tornados or hurricanes, are accounted for in other sections. From 1997-2023, there have been 57 thunderstorm wind events recorded in the NCEI storm events database that have impacted the Hays County planning area. The NCEI, organized under the National Oceanic and Atmospheric Administration, is the largest archive available for climate data, however, it is important to note that only incidents and damages reported to the NCEI have been factored into this risk assessment. Some occurrences seem to appear multiple times which is due to reports from various locations throughout the planning area. There have not been any events recorded past the listed dates.

Table 8-2: Historical Thunderstorm-Wind Events in Hays County, 1997-2023

Jurisdiction	Month	Day	Year	Magnitude	Injuries	Fatalities	Property Damage	Crop Damage
Buda	July	22	1997		0	0	$5,000	$0
San Marcos	March	7	1998		0	0	$30,000	$0
San Marcos	March	16	1998		0	0	$30,000	$0
Buda	August	30	1998		0	0	$20,000	$0
Dripping Spgs	March	26	2000		0	0	$20,000	$0
San Marcos	July	31	2000		0	0	$5,000	$0
Kyle	October	22	2000		0	0	$15,000	$0
Countywide	March	19	2002		0	0	$100,000	$100,000
San Marcos Muni Arpt	March	19	2002	50	0	0	$0	$0
Buda	April	7	2002		0	0	$100,000	$0
San Marcos	June	2	2003	60	0	0	$7,000,000	$0
San Marcos	August	11	2003	60	0	0	$30,000	$0
Dripping Spgs	October	13	2004	60	0	0	$50,000	$0
Dripping Spgs	April	18	2006	70	0	0	$0	$0
San Marcos	January	13	2007	70	0	0	$100,000	$0
San Marcos	April	25	2007	70	0	0	$50,000	$0
San Marcos	June	3	2007	58	0	0	$0	$0
San Marcos	June	11	2009	50	0	0	$50,000	$0
San Marcos Lowman Ar	August	24	2010	50	0	0	$0	$0
Niederwald	April	2	2013	43	0	0	$500	$0
San Marcos Lowman Ar	May	9	2013	50	0	0	$0	$0
Wimberley	June	2	2013	43	0	0	$200	$0
Niederwald	June	13	2013	43	0	0	$5,000	$0
Driftwood	April	14	2014	50	0	0	$0	$0
Kyle	June	12	2014	56	0	0	$5,000	$0
Driftwood	June	12	2014	61	0	0	$0	$0
Dripping Spgs	June	12	2014	52	0	0	$0	$0
Fitzhugh	June	12	2014	61	0	0	$0	$0

Fitzhugh	June	12	2014	56	0	0	$0	$0
Kyle	June	12	2014	52	0	0	$0	$0
Kyle	March	18	2016	52	0	0	$0	$0
Wimberley	March	24	2016	52	0	0	$0	$0
Wimberley	March	24	2016	52	0	0	$0	$0
Mt Gaynor	April	30	2016	61	0	0	$0	$0
Kyle	April	30	2016	61	0	0	$0	$0
Fitzhugh	May	4	2018	70	0	0	$25,000	$0
Dripping Spgs	May	3	2019	51	0	0	$0	$0
Kyle	June	9	2019	52	0	0	$1,000	$0
San Marcos Lowman Ar	June	9	2019	65	0	0	$5,000	$0
Niederwald	June	9	2019	70	0	0	$5,000	$0
Kyle	January	10	2020	65	0	0	$100,000	$0
Fitzhugh	May	15	2020	50	0	0	$0	$0
Kyle	August	2	2020	52	0	0	$0	$0
Kyle	August	2	2020	52	0	0	$100	$0
Buda	May	18	2021	61	0	0	$5,000	$0
San Marcos	July	19	2021	61	0	0	$25,000	$0
Buda	May	24	2022	50	0	0	$1,000	$0
Wimberley	June	27	2022	52	0	0	$2,000	$0
San Marcos Lowman Ar	June	27	2022	52	0	0	$2,000	$0
San Marcos	June	27	2022	61	0	0	$10,000	$0
San Marcos Lowman Ar	June	27	2022	52	0	0	$2,000	$0
San Marcos Lowman Ar	October	24	2022	52	0	0	$0	$0
San Marcos	November	4	2022	52	0	0	$0	$0
Dripping Spgs	March	2	2023	50	0	0	$0	$0
Dripping Spgs	March	2	2023	50	0	0	$0	$0
Driftwood	June	21	2023	51	0	0	$0	$0
Driftwood	June	21	2023	51	0	0	$0	$0

Source: NCEI Storm Events Database

Significant Events

June 2, 2003 – San Marcos

A line of thunderstorms formed along a cold front in central Texas and moved quickly southward. As the storms moved through Hays County, they produced a downburst that struck the town of San Marcos and spread southeastward into Caldwell County. An NWS Storm Survey Team reported numerous large tree limbs of diameter from 6 to 12 inches broken or blown over in San Marcos and along the I-35 corridor. Blown over trees and limbs were generally pointed toward a southeast direction. Many business signs and awnings were damaged along with roof damage to several businesses. Metal or tin roof in some businesses was peeled off on the side of the incoming high winds. Based on the damage and

its pattern, it appeared that damage was the result of straight-line winds indicative of a strong downburst estimated at 60 knots or greater. The strong winds also toppled over a semi-truck. At Dudley Johnson Park the winds knocked over portable toilets and blew down numerous trees across the roads. Total damage in the town was estimated at $7 million.

March 19, 2002 – Hays County
The derecho continued across Hays County where winds estimated at 60 to 70 knots knocked over trees, brought down large limbs and damaged homes and vehicles. The worst damage was in the southeast part of the county, near the town of San Marcos, where several power lines were blown down.

Probability of Future Events

Windstorms are most likely to strike during the spring in the months of March, April, and May. There is also a brief period in September when the likelihood of windstorm hazards increases. The Hays County planning area has experienced, on average, approximately 1 thunderstorm wind events every one to two years. Wind events categorized as Forces 10-12 on the Beaufort scale with hurricane force winds have routinely impacted the area and is the level of windstorm hazard the area should mitigate for in the future. The probability of future events is **likely**, meaning that an event is probable within the next three years for the planning area.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

Thunderstorm winds exist at different strength levels and occur randomly throughout the planning area with the potential to cause injury and property damage. All people, animals, existing and future structures, and facilities in Hays County planning area could potentially be impacted and remain vulnerable to strong winds. A thunderstorm wind event can impact human health including injuries from windblown debris, direct injuries, traffic accidents, and in rare cases, fatalities. Debris from damaged structures can also cause damage to other buildings not directly impacted by the event. Infrastructure, such as power lines, poles, radio towers, water towers, and street lights are vulnerable to the impacts of severe thunderstorm winds. In addition, street signs, garbage cans, outdoor furniture, storage sheds, roofs, vehicles, trees, and other objects commonly found outdoors are at risk. While these vulnerabilities do exist, the overall impacts of thunderstorm wind are limited in scope and have not yet resulted in any reported injuries or fatalities.

The Hays County planning area features mobile and manufactured home parks which are more vulnerable to thunderstorm winds than site-built structures. These types of homes are also located in rural areas throughout the county, which could result in limited access to essential services and emergency aid in the event of a disaster. Based on 2022 American Community Survey estimates, there are 101,449 housing units in Hays County of which 4.8%, or 4,872 units, are mobile or manufactured homes. In addition, 8,432 (8.3%) of the housing units in the overall planning area were built before 1980. These structures are likely

to have been built to less stringent construction standards than newer construction and could be more susceptible to damages during significant events.

Table 8-3. Structures at Greater Risk by Jurisdiction

Jurisdiction	Total Housing Units	Mobile Homes	Housing units built prior to 1980
Hays County*	101,449	4,872/ 4.8%	8,432/ 8.3%
City of Buda	5,695	49/ 0.9%	177/ 3.1%
City of Dripping Springs	2,044	48/ 2.3%	123/ 6.0%
City of Hays	63	0/ 0%	55/ 87.3%
City of Kyle	17,316	957/ 5.5%	581/ 3.4%
City of Mountain City	240	0/ 0%	28/ 11.7%
City of Niederwald	344	142/ 41.3%	48/ 14.0%
City of Uhland	530	275/ 51.9%	94/ 17.8%
City of Wimberley	1,275	73/ 5.7%	300/ 23.5%
City of Woodcreek	1,128	0/ 0%	162/ 14.4%
Village of Bear Creek	194	1/ 0.5%	15/ 7.7%

*County totals include all jurisdictions in addition to unincorporated areas.
Source: 2022 American Community Survey 5-year estimate, selected housing characteristics

Based on the ACS 2022 data, the City of Hays is at highest risk of damage from thunderstorm winds when considering age of residential structures and the higher standard of building codes enacted after 1980. The City of Uhland is at the highest risk of damage from thunderstorm winds when considering number and ratio of manufactured homes.

Historic Windstorm Impacts

Below is the summary table, 8-4, for Hays County that shows the 25-year column totals and the average annual (Per Year) losses in these categories. The bottom half of each table shows per capita dollar loss rates for the total and average annual losses. These rates are important measures for comparing losses between different hazards. The average annual loss estimate of property and crop is $314,952 for Hays County.

Table 8-4: Hays County Loss Summary

Time Period	Fatalities	Injuries	Property Damage	Crop Damage
Loss Summary, Hays County				
25-year Total	0	0	$7,798,800	$100,000
Per Year	0	0	$311,952	$4,000
Per Capita Dollar Losses (2022 American Community Survey)				
25-year Total	0	0	$28.97	$0.37
Per Year	0	0	$1.16	$0.01

Table 8-5 below distributes the countywide impacts presented previously in table 8-4 amongst the various participating jurisdictions based on ratios of populations based on location information when available.

Table 8-5: Windstorm Losses by Jurisdiction 1997-2023

Jurisdiction	Est. Prop. Losses	Est. Crop Losses	Total Est. Losses
Hays County*	$7,459,000	$100,000	$7,459,100
City of Buda	$136,000	$0	$136,000
City of Dripping Springs	$70,000	$0	$70,000
City of Hays	$0	$0	$0
City of Kyle	$121,100	$0	$121,100
City of Mountain City	$0	$0	$0
City of Niederwald	$10,500	$0	$10,500
City of Uhland	$0	$0	$0
City of Wimberley	$2,200	$0	$2,200
City of Woodcreek	$0	$0	$0
Village of Bear Creek	$0	$0	$0
Total	$7,798,800	$100,000	$7,898,000

* County totals include all other jurisdictions not participating in this plan as well as unincorporated areas.

SECTION 9: EXTREME HEAT

Description

Extreme heat is a condition where temperatures exceed local average high temperatures by ten degrees or more for an extended period of time and is also characterized by high humidity levels. Extreme heat is a common occurrence in Texas during the summer months. Extended periods of extreme heat are called heat waves and can lead to illness and death, particularly among vulnerable populations. In fact, heat waves have been the top cause of U.S. weather fatalities, on average, over the past 30 years.[6] Texas had a particularly deadly year in 2011, when 203 heat-related deaths were reported. The major human risks associated with severe summer heat include heat cramps, sunburn, dehydration, fatigue, heat exhaustion, and heat stroke. Extreme heat can lead to power outages as heavy demands for air conditioning strain the power grid and prolonged exposure to excessive temperatures can damage crops and injure or kill livestock. As the Earth's climate warms overall heat waves are expected to become more frequent, longer, and more intense.[7]

Location

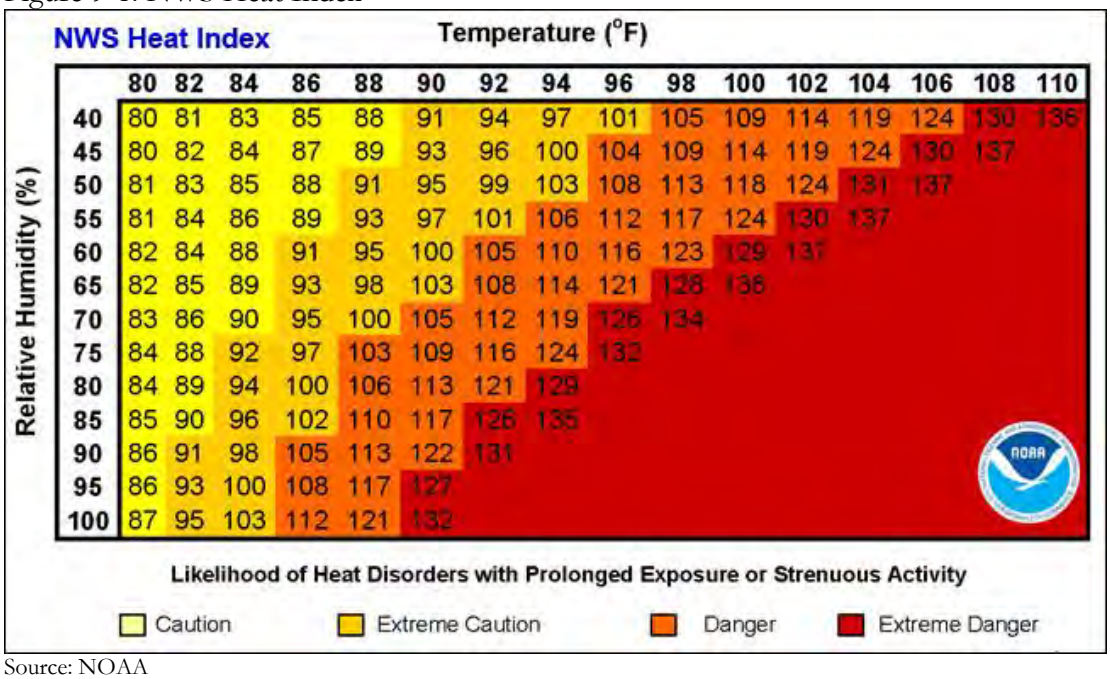
Extreme heat is not confined to any specific geographic area and can occur anywhere within the planning area. City residents can face a heightened risk to extreme heat because of warmer temperatures in cities from the urban heat island effect. The urban heat island effect is caused by large amounts of paved surfaces that absorb and re-radiate heat. The lack of green spaces and tree cover in these areas adds to the issue. Since Hays County does not have any large major metropolitan areas, the urban heat island effect is not as pronounced. This results in a negligible variance in extreme temperatures from heat waves in the unincorporated areas of the counties versus the incorporated areas.

Extent

The "Heat Index" is the relationship between temperature and relative humidity established by the National Oceanic Atmospheric Administration (NOAA) to measure magnitude or intensity of an extreme heat event. This index combines the effect of high temperatures with high humidity to determine how hot it feels outside. Figure 9.1 below describes the heat index as it relates to the likelihood of heat disorders due to prolonged exposure or strenuous activity. As an example, if the air temperature is 98°F and the relative humidity is 65%, the heat index, or how hot it feels, is 128°F. The red area indicates extreme danger and the example above would fall into this category. Also, exposure to full sunshine can increase heat index values by up to 15°F since the heat index values in the chart below were devised for shady light wind conditions.

[6] http://www.nws.noaa.gov/om/hazstats.shtml
[7] Melillo, J.M., T.C. Richmond, and G.W. Yohe (eds.). 2014. Climate change impacts in the United States: The third National Climate Assessment. U.S. Global Change Research Program. http://nca2014.globalchange.gov.

Figure 9-1: NWS Heat Index



Source: NOAA

The likelihood of health disorders associated with ranges of heat index values are displayed below. The classifications of "Caution," "Extreme Caution," "Danger," and "Extreme Danger" are associated with increasingly harmful effects on the body. Effects on the body depend on the magnitude or intensity of the event with the shaded rows in the table below (Table 9.1) corresponding to the colors in the chart above (Figure 9.1). The National Weather Service will initiate alert procedures when the Heat Index is expected to exceed 105°-110°F, depending on local climate, for at least 2 consecutive days.

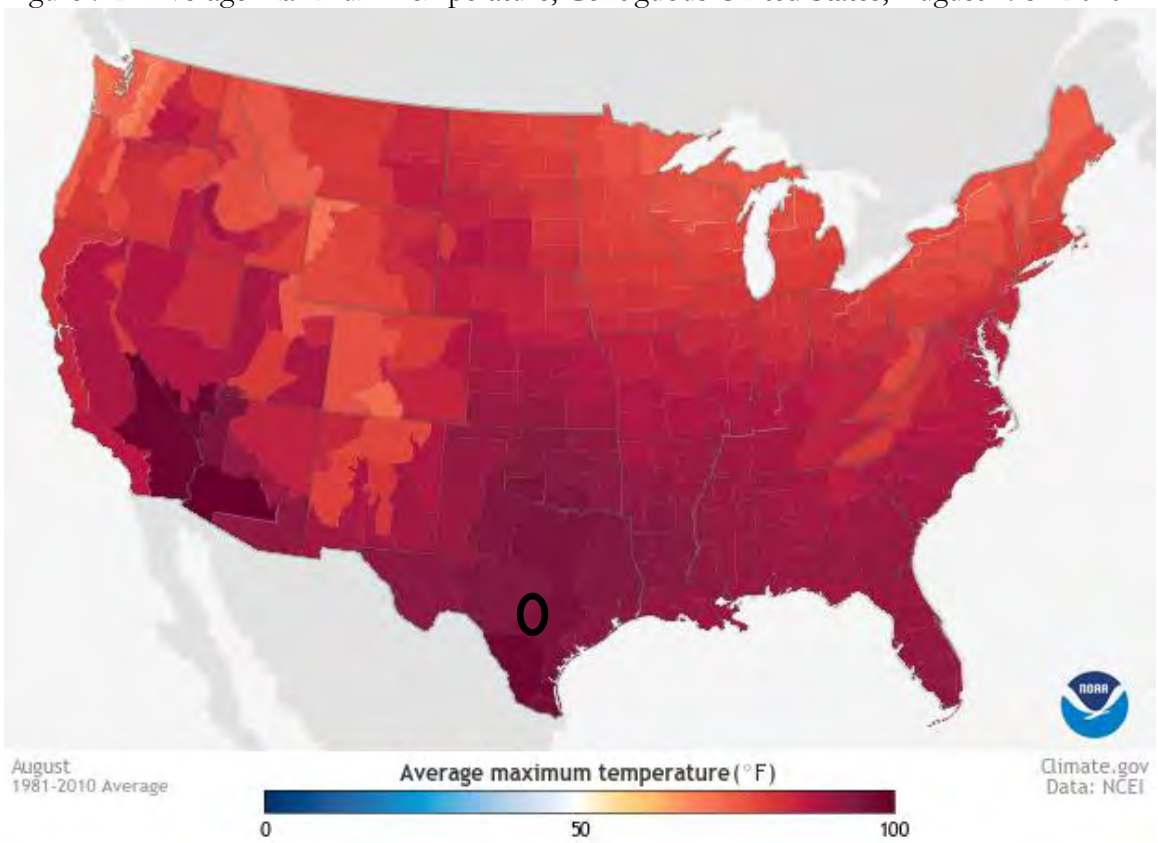
Table 9-1: Heat Index and Warnings

Classification	Heat Index	Effect on the body
Caution	80°F - 90°F	Fatigue possible with prolonged exposure and/or physical activity
Extreme Caution	90°F - 103°F	Heat stroke, heat cramps, or heat exhaustion possible with prolonged exposure and/or physical activity
Danger	103°F - 124°F	Heat cramps or heat exhaustion likely, and heat stroke possible with prolonged exposure and/or physical activity
Extreme Danger	125°F or higher	Heat stroke highly likely

source: https://www.weather.gov/ama/heatindexH

The hottest month of the year for the Hays County planning area is typically August with an average relative humidity of 65%. The National Oceanic and Atmospheric Administration (NOAA) provides the map below that shows the long-term average maximum temperature in each climate division across the contiguous United States for the month of August. This data is based on daily observations from 1981-2010. The planning area exhibits an average maximum temperature of 90-100°F or above based on historical data and has the potential to reach "dangerous" heat index levels at just 92°F and "extremely dangerous" heat index levels at 98°F.

Figure 9-2: Average Maximum Temperature, Contiguous United States, August 1981-2010



https://www.climate.gov/maps-data/data-snapshots/averagemaxtemp-monthly-1981-2010-cmb-0000-08-00?theme=Temperature

Based on the average maximum temperature (90-100°F) and the average relative humidity (65°F) in the Hays County planning area, extreme heat events to the extent of "Danger" and "Extreme Danger" should be mitigated to reduce threats to humans, livestock, and pets. When the heat index reaches a "Danger" classification, effects can include sunstroke, muscle cramps, heat exhaustion, and prolonged exposure can bring on heatstroke. When the heat index reaches an "Extreme Danger" classification, effects on the body can include all of the above in addition to increasing the risk of heat stroke and even death.

Historical Occurrences

There are two historical occurrences of extreme heat found in the NCEI database for the Hays County Planning Area for time period from 1997-2023. This doesn't necessarily indicate that the area has rarely experienced an extreme heat event that impacts people, property, and agriculture. The lack of many historical occurrences in the NCEI record simply reflects that injury, fatalities, property losses, or crop losses were not directly attributed to any particular extreme heat event at the time. There have not been any events recorded past the listed dates.

Table 9-2: Historical Excessive Heat Events in Hays County, 1997-2023

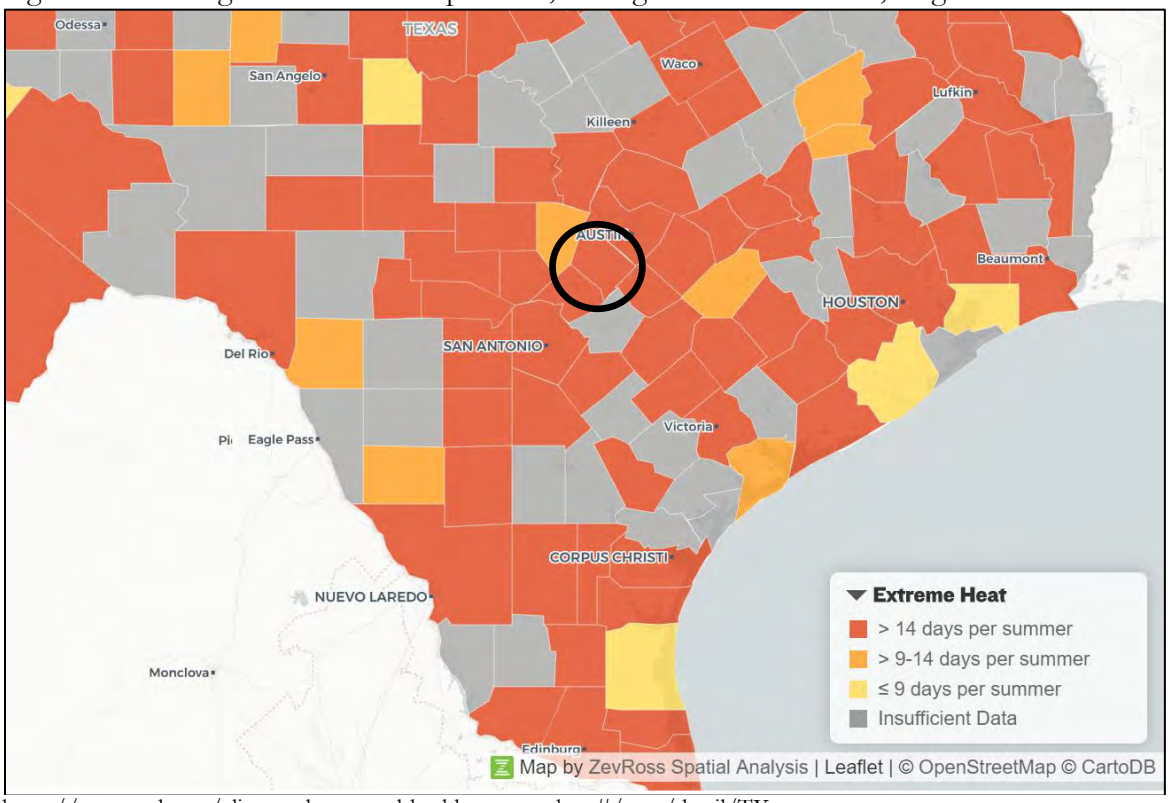
Year	Month	Day	Injuries	Fatalities	Property Damage	Crop Damage
2018	July	22	0	0	$0	$0
2020	July	13	0	0	$0	$0
2023	June	15	0	0	$0	$0
2023	June	25	0	0	$0	$0

2023	July	10	0	0	$0	$0
2023	August	4	0	0	$0	$0

Source: *NOAA NCEI Storm Events Database*

The map below provides an analysis of extreme heat events based on weather station records from the Global Historical Climatology Network (GHCN), formerly the National Climatic Data Center. With this analysis from the NRDC, "extreme heat days" are defined as those days from June 1 to August 31 in the years 2007 to 2016 on which the maximum temperature exceeded the 90th-percentile value. The June to August daily maximum temperatures from the 1961 to 1990 were used as a reference period for the same monitoring station to calculate the 90th percentile. The 90th percentile value is among the more common ways to define extreme heat and the map below is indicative of how the number of extreme heat days per summer periods are changing over time.

Figure 9-3: Average Maximum Temperature, Contiguous United States, August 1981-2010

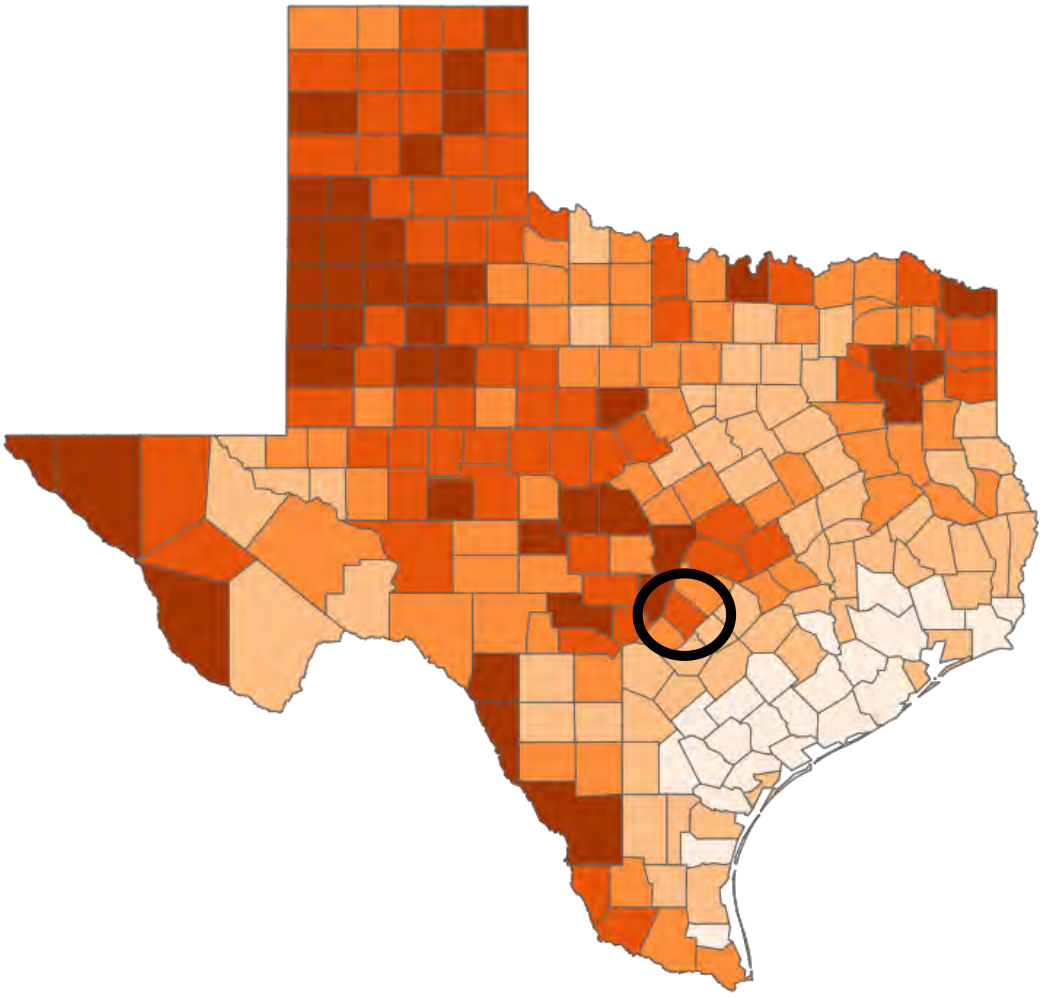


https://www.nrdc.org/climate-change-and-health-extreme-heat#/map/detail/TX

Based on historical monitoring station data from 1961-1990, areas with more than 9 days of extreme heat per summer in the map above are experiencing more days of extreme heat than they did in the past. The map above depicts Hays County as having > 14 days of extreme heat per summer. This analysis shows that the Hays County planning area is experiencing more heat days during the summer than it did past.

Data from CDC can also help tell a story of how the number of extreme heat days to be expected each summer are increasing. The two maps below depict a 29-year period from 1981-2010 and a 10-year period from 2000-2010. The Hays County planning area is depicted within the white circle in Central Texas on the maps below.

Figure 9-4: 1981-2010 Average Heat Wave Days Based on Daily Maximum Heat Index for Texas



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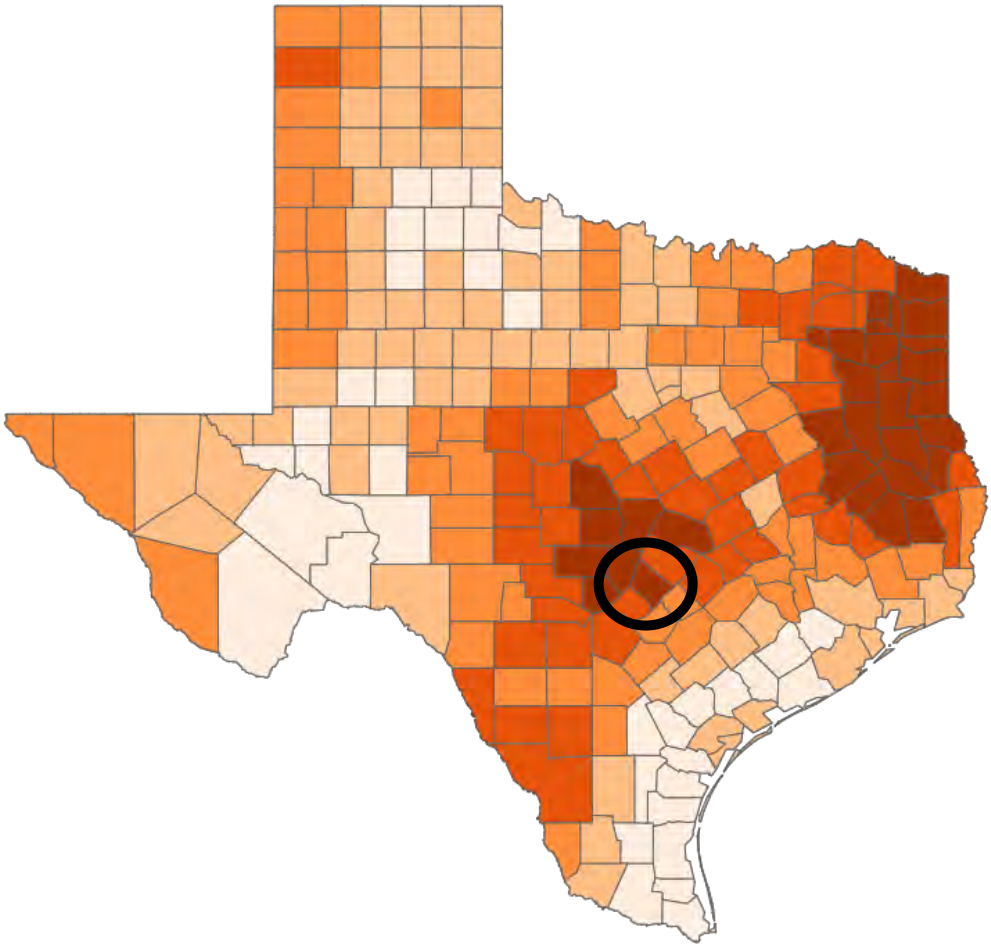
DAYS:

Source: https://wonder.cdc.gov/NCA-heatwavedays-historic.html

Figure 9-5: 2000-2010 Average heat wave days based on daily maximum heat index for Texas



DAYS:

Source: https://wonder.cdc.gov/NCA-heatwavedays-historic.html

The Extreme Heat Events data available on the CDC WONDER website are county-level measures of the number of heat wave days in the months of May through September spanning the years 1981-2010. The CDC defines heat wave days as those that are 95th percentile of daily maximum Heat Index. The number of heat wave days is computed at the county level and the choropleth map and associated legends show the average number of heat wave days occurring based on the selected time period and location.

Probability of Future Events

The planning area can expect 9-14 extreme heat days and at least one extreme heat event, or heat wave, each summer due to the warm, sunny, and humid subtropical climate in the Hays County planning area. The probability of the area experiencing at least one extreme heat event in the next year is **highly likely**.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

The probability that the number of extreme heat days will continue to increase in the future is also highly likely. According to NOAA, the top 10 warmest years on record (1880-2023) across the globe have all occurred within the past 10 years. The table below ranks the warmest years on record with land and ocean annually averaged measurements compiled from 1880-2023.

Table 9-2: Top 10 warmest years, globally (NOAA, 1880-2023)

Rank	Year
1	2023
2	2016
3	2020
4	2019
5	2015
6	2017
7	2022
8	2021
9	2018
10	2014

"Global Climate Report – Annual 2022". NOAA. Retrieved 18 March 2024.

The average maximum temperature maps in Figures 9-6 and 9-7 on the following page are produced by the U.S. National Climatic Data Center and depict trends for the most recent complete 30-year period as well as the trend when looking at all recorded temperatures since 1896. The maps show average maximum temperature trends across the United States during the summer periods from 1991-2020 and 1896-2020 which show how trends from which forecasts are made can change drastically when looking at different periods of time. The Hays County planning area is in an area that can expect an increase of 0.5-1.5^{o}F in average maximum summer temperatures over the next century.

Figure 9-6: Average Maximum Temperature Trends, Summer 1991-2020 (30 years)

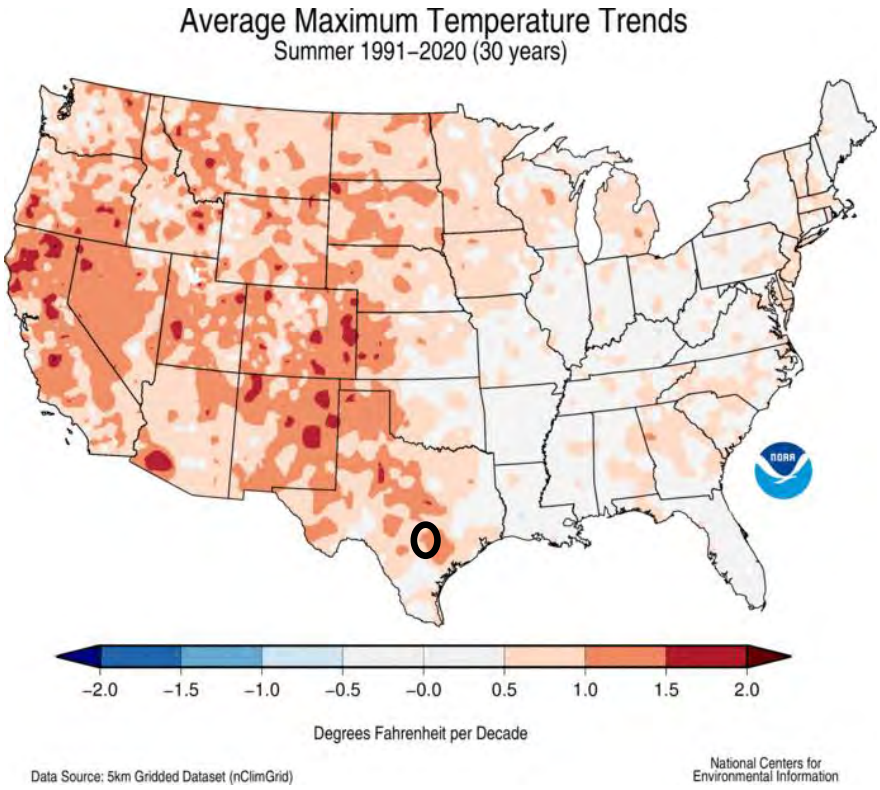
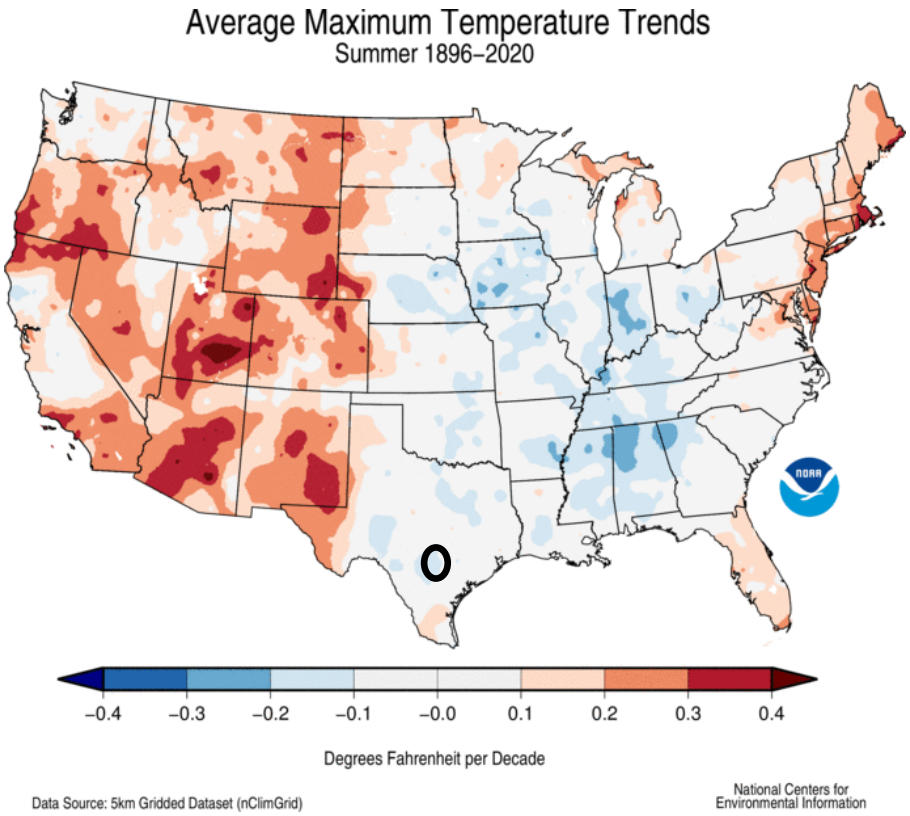


Figure 9-7: Average Maximum Temperature Trends, Summer 1896-2020



https://www.ncdc.noaa.gov/temp-and-precip/us-trends/

Vulnerability and Impacts

Residents of the area, especially vulnerable populations such as children under 5 and those over 65 should exercise caution by staying out of the heat for prolonged periods when a heat advisory or excessive heat warning is in effect. In addition to children and the elderly, the most vulnerable population to heat illnesses and casualties are the infirmed, who frequently live on low fixed incomes and cannot afford to run air-conditioning on a regular basis. This population is sometimes isolated, with no immediate family or friends to look out for their well-being so it is important for communities to get to know which immediate neighbors may be at highest risk to health impacts from heat. Those working or remaining outdoors for extended periods of time and overweight individuals are also at higher risk.

It is never safe to leave a baby, child, disabled person, or pet in a locked car. Cars heat up quickly in the sun and this is true even in the winter, the first toddler death due to being left in a locked car in the U.S. in 2018 occurred in February. The graphic in Figure 9-8 below is produced by NOAA with tips on how to practice heat safety in different situations.

Figure 9-8: NOAA Heat safety tips

https://www.weather.gov/safety/heat

Higher heat index values (which combine temperature and humidity to describe perceived temperature) are expected to increase discomfort and aggravate health issues. Conversely, cold spells are expected to decrease. In most locations, scientists expect daily minimum temperatures—which typically occur at night—to become warmer at a faster rate than daily maximum temperatures.[8] This change will provide less opportunity to cool off and recover from daytime heat. As the region continues to warm overall, it will be important to educate the public about strategies to stay cool during extreme heat events and how to recognize and respond to heat-related illnesses.

[8] National Research Council. 2011. Climate stabilization targets: Emissions, concentrations, and impacts over decades to millennia. Washington, DC: National Academies Press

SECTION 10: LIGHTNING

Description

Lightening is sudden charges of electricity that develop from storms or excessive heat. This massive electrostatic discharge can occur between electrically charged regions within clouds, or between a cloud and the Earth's surface. A bolt of lightning, or the visible sparks, can cause air temperatures surrounding the bolt to approach 50,000°F causing rapid air expansion leading to thunder, which often accompanies lightning strikes. Lightning is most often affiliated with severe thunderstorms, and often strikes outside of heavy rain and can occur as far as 10 miles away from any rainfall.

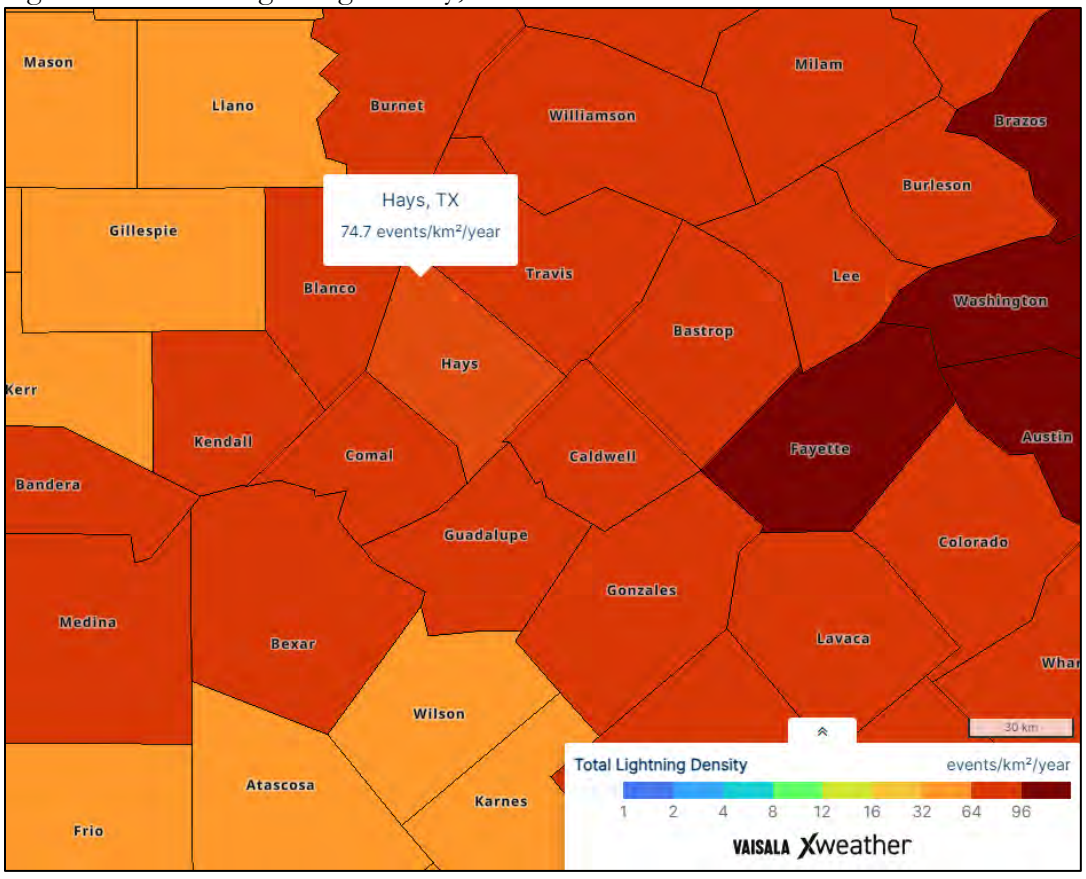
Location

The Hays County planning area is located in a region of the country that is moderately susceptible to lightning strike. Lightning can occur at any location within the entire planning area and it is assumed that all areas within Hays County are uniformly exposed to the threat of lightning due to the consistent geography and terrain found throughout.

Extent

Lightning extents is defined in terms of the frequency of lightning strikes within a defined geographic area and a set time period. The Vaisala's U.S. National Lightning Detection Network lightning flash density map, Figure 10-1, shows the average number of lightning events per km2 per year. According the map below, the Hays County planning area has a total lightning density of 74.7 events/km^2/year for the planning area from 2016-2023.

Figure 10-1. Total Lightning Density, 2016-2023



Source: https://interactive-lightning-map.vaisala.com/

A total lightning density of more than 64 events/km2/year in an area is considered to be a major severity and a total lightning density of more than 96 events/km2/year in an area is considered to be an extreme severity. Any lightning strike that causes death or property damage is likewise considered a major severity. The lightning hazard is considered to be a major severity for the planning area.

Historical Occurrences

While lightning occurs quite frequently in the planning area, the only lightning data contained within NOAA Storm Data are lightning events that result in fatality, injury and/or property and crop damage. There were no lightning events reported for the planning area according to the NOAA National Centers for Environmental Information (NCEI) data. Structural damages resulting from lighting events are considered severe with risk of injury or death representing the greatest risk. There have not been any events recorded past the listed dates.

Table 10-2: Historical Lightning Events in Hays County, NCEI 1997-2023

Location	Date	Time	Deaths	Injuries	Property Damage	Crop Damage
Kyle	5/15/2010	4:00 AM	0	0	$100,000	$0
Buda	6/2/2013	4:30 AM	0	0	$50,000	$0
Fitzhugh	10/31/2013	3:40 AM	0	0	$10,000	$0
Wimberley	10/31/2013	5:40 AM	0	0	$10,000	$0
Wimberley	5/8/2014	1:20 PM	0	0	$5,000	$0

Significant Events

May 15, 2010

The Austin-American Statesman reported that a house caught fire as a result of a lightning strike. The house was destroyed.

Texas A&M Forest Service (Wildfires Caused by Lightning)

Lightning occurrences and damages are not well documented in the NCEI data but other sources and accounts from the Core planning team members indicate that lightning strikes occur frequently in the planning area. The Texas A&M Forest Service maintains a wildfire occurrence database based on state and local reports. The local reports are based on a voluntary online fire department reporting system that is used by both paid and volunteer fire departments. Table 10-3 lists wildfires caused by lightning strikes recorded by the Texas Forest Service from 2005-2021 within the planning area.

Table 10-3: Texas A&M Forest Service (TFS), Wildfire Ignition History 2005-2021

Date	Name	Responder	Cause Name	Area Burned (Acres)
7/6/2005	12711 FM 1826	Driftwood VFD	Lightning	0
5/14/2006	5500 McGregor Lane	Henly VFD	Lightning	1
6/5/2011	11-0000733	Buda Fire Department	Lightning	0.3
8/22/2020	1706	Henly VFD	Lightning	0.01

Source: Texas Wildfire Risk Assessment Portal (TWRAP)

Probability of Future Events

With limited reported incidents in the planning area, the team utilized the most current lightning flash density estimate developed by Vaisala, Figure 10-1, for the risk assessment. The most current lightning flash density estimate indicates a probability of occurrence of approximately 74.7 lightning events per square kilometer per year. Hays County is 680 square miles or 1,800 square kilometers. The Vaisala flash density estimate combined with the total area produces an estimate of approximately 134,460 flashes or strikes per year. With total thunderstorm days for the planning area at 57 events, or 2.28 per year, this gives a flash density of approximately 58,974 per event. A **highly likely** probability of occurrence for future lightning events in the Hays County planning area is supported by this frequency. This means that an event is probable in the next year.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

Lighting strikes are random making all property and people within the Hays County planning area vulnerable to the impact of lightning. Lightning can also be responsible for damage to buildings, electrical systems, forest and/or wildfires, and damage to infrastructure such as power transmission lines and communication towers. Lightning is attracted to tall metal structures making water towers, electric power stations, and power poles particularly vulnerable to strikes. Lightning strikes can disrupt communication systems, including telephone and internet services, which can impact emergency response times and communication between businesses and customers. Lightning strikes can cause power outages that can affect large areas and cause disruption to businesses, transportation, and other essential services. The damage caused by lightning strikes can have a significant economic impact on cities, particularly in areas where businesses and tourism are major industries. Damage to buildings and electrical equipment can result in costly repairs and downtime. Lightning strikes can cause fires that can spread quickly and cause extensive damage to buildings and surrounding areas and are a cause of wildfires making agricultural land vulnerable as well. Agricultural losses from this hazard can be extensive.

Lightning strikes can also pose a risk to public safety, particularly in outdoor areas such as parks, sports fields, and other public spaces. The peak lightning season in the State of Texas is from June to August; however, the most fatalities occur in July as fatalities occur most often when people are outdoors, working or participating in some form of recreation. Moving inside will decrease a person's vulnerability to injury or death due to lightning strike.

Communities can take steps to mitigate the impact of lightning strikes by implementing lightning protection systems, maintaining electrical infrastructure, and educating the public on lightning safety measures. Doing so can minimize the risks associated with lightning strikes and ensure the safety and well-being of their residents and visitors.

Historic Lightning Impacts

Below is the summary table, 11-4, for Hays County that shows the 25-year column totals and the average annual (Per Year) losses in these categories. The bottom half of each table

shows per capita dollar loss rates for the total and average annual losses. These rates are important measures for comparing losses between different hazards. The average annual loss estimate of property and crop is $314,952 for Hays County.

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Table 11-5 below distributes the countywide impacts presented previously in table 11-4 amongst the various participating jurisdictions based on ratios of populations based on location information when available.

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City of Hays	$0	$0	$0
City of Kyle	$121,100	$0	$121,100
City of Mountain City	$0	$0	$0
City of Niederwald	$10,500	$0	$10,500
City of Uhland	$0	$0	$0
City of Wimberley	$2,200	$0	$2,200
City of Woodcreek	$0	$0	$0
Village of Bear Creek	$0	$0	$0
Total	$7,798,800	$100,000	$7,898,000

* County totals include all other jurisdictions not participating in this plan as well as unincorporated areas.

SECTION 11: TORNADO

Description

A tornado is a narrow, violently rotating column of air that extends from the base of a cumulonimbus cloud to the ground. Tornadoes, among the most violent storms on the planet, are capable of tremendous destruction with wind speeds that can reach as high as 250-300mph. Typically, the vortex of air will remain suspended in the atmosphere and be visible as a funnel cloud. If the lower tip of the vortex touches the ground, however, the path of the tornado will often leave destruction in its wake and can be more than one mile wide and 50 miles long. Supercell thunderstorms, created when horizontal wind shears (winds moving in different directions at different altitudes) begin to rotate the storm, can produce the most extreme and powerful tornadoes.

The economic and financial impacts of a tornado event on a community can be devastating depending on the scale of the event and the population density of the area that is hit. The damage caused in the aftermath of a tornado event can be minimized with collaborative preparedness and pre-event planning by government, businesses, and citizens.

Location

Tornadoes do not have any specific geographic boundary and can occur uniformly throughout the planning area. Hays County is located in Wind Zone III along the Texas gulf coast (Figure 11-1), where tornado winds can be as high as 200 mph.

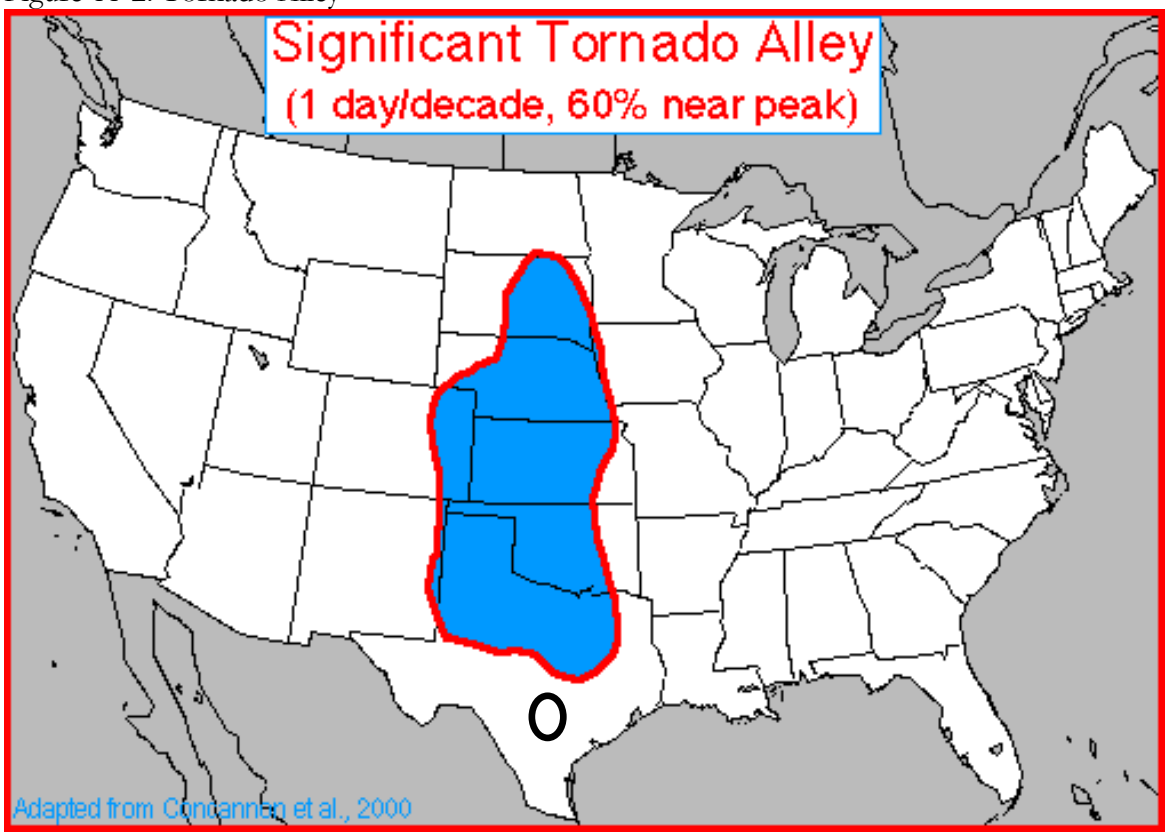
Figure 11-1: United States Wind Zones

www.fema.gov/plan/prevent/saferoom/tsfs02_wind_zones.shtm

Tornado Alley refers to an area in the southern plains of the central United States that experiences a higher-than-normal frequency of tornadoes each year due to weather patterns

and geography. This area extends from central Texas to northern Iowa, and from central Kansas and Nebraska east to Western Ohio (Figure 11-2). Tornadoes in this region typically occur in late spring and occasionally in the early fall. The Hays County planning area is 150-200 miles south of the southern border of Tornado Alley.

Figure 11-2: Tornado Alley



https://www.ncdc.noaa.gov/file/1535

Extent

Tornado events prior to 2007 follow the original Fujita scale, Table 11-1 on the following page. The current measure of the extent of tornado damage is the enhanced Fujita scale and it took effect on February 1st, 2007. The scale ranges from EF0, generally weak tornadoes with the ability to do minor damage, to EF5, tornadoes with winds in excess of 200mph and the ability to do devastating damage to areas they come in contact with. Tornados can range from weak to violent and typically cause the greatest damage to structures of light construction, such as single-family, manufactured, and mobile homes.

Table 11-1: The Fujita Tornado Scale

Scale	Wind speed estimate (mph)	Potential damage	Example of damage
F0	40-72	Light damage. Some damage to chimneys; branches broken off trees; shallow-rooted trees pushed over; sign boards damaged.	
F1	73-112	Moderate damage. The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving vehicles pushed off the roads; attached garages may be destroyed.	
F2	113-157	Significant damage. Roofs torn off frame houses; mobile homes demolished; boxcars overturned; large trees snapped or uprooted; high-rise windows broken and blown in; light-object missiles generated.	
F3	158-206	Severe damage. Roofs and some walls torn off well-constructed houses; trains overturned; most trees in forests uprooted; heavy cars lifted off the ground and thrown.	
F4	207-260	Devastating damage. Well-constructed houses leveled; structures with weak foundations blown away some distance; cars thrown and large missiles generated.	
F5	261-318	Incredible damage. Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile-sized missiles fly through the air farther than 100 meters (110 yards); trees debarked; steel-reinforced concrete structures badly damaged and skyscrapers toppled	

Source: https://www.spc.noaa.gov/faq/tornado/f-scale.html

Table 11-2: The Enhance Fujita Tornado Scale

Scale	Wind speed estimate (mph)	Potential damage	Example of damage
EF0	65–85	Minor damage. Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over. Confirmed tornadoes with no reported damage (i.e., those that remain in open fields) are always rated EF0.	
EF1	86-110	Moderate damage. Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.	
EF2	111–135	Considerable damage. Roofs torn off from well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.	
EF3	136–165	Severe damage. Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations are badly damaged.	
EF4	166–200	Devastating damage. Well-constructed and whole frame houses completely leveled; cars and other large objects thrown and small missiles generated.	
EF5	>200	Incredible damage. Strong-framed, well-built houses leveled off foundations are swept away; steel-reinforced concrete structures are critically damaged; tall buildings collapse or have severe structural deformations; some cars, trucks, and train cars can be thrown approximately 1 mile (1.6 km).	

Source: https://www.spc.noaa.gov/efscale/ef-scale.html

The Enhanced Fujita Scale has 28 Damage Indicators (DI), or types of structures and vegetation, each with a varying number of Degrees of Damage (DoD). Larger degrees of damage done to the damage indicators correspond to higher wind speeds. Each damage indicator has a unique Degree of Damage scale, summarized in Table 11-3. For example, damage indicator 2, One and Two-family Residences, Degree of Damage Scale is provided as Figure 11-3. For Degree of Damage Scales for the remaining Damage Indicators refer to National Oceanic and Atmospheric Administration website.

Table 11-3: Degrees of Damage Scale

DI No.	Damage indicator (DI)	Degrees of damage (DOD)
1	Small barns or farm outbuildings (SBO)	8
2	One- or two-family residences (FR12)	10
3	Manufactured home – single wide (MHSW)	9
4	Manufactured home – double wide (MHDW)	12
5	Apartments, condos, townhouses [three stories or less] (ACT)	6
6	Motel (M)	10
7	Masonry apartment or motel building (MAM)	7
8	Small retail building [fast-food restaurants] (SRB)	8
9	Small professional building [doctor's office, branch banks] (SPB)	9
10	Strip mall (SM)	9
11	Large shopping mall (LSM)	9
12	Large, isolated retail building [K-Mart, Wal-Mart] (LIRB)	7
13	Automobile showroom (ASR)	8
14	Automobile service building (ASB)	8
15	Elementary school [single-story; interior or exterior hallways] (ES)	10
16	Junior or senior high school (JHSH)	11
17	Low-rise building [1–4 stories] (LRB)	7
18	Mid-rise building [5–20 stories] (MRB)	10
19	High-rise building [more than 20 stories] (HRB)	10
20	Institutional building [hospital, government or university building] (IB)	11
21	Metal building system (MBS)	8
22	Service station canopy (SSC)	6
23	Warehouse building [tilt-up walls or heavy-timber construction] (WHB)	7
24	Electrical transmission lines (ETL)	6
25	Free-standing towers (FST)	3
26	Free-standing light poles, luminary poles, flag poles (FSP)	3
27	Trees: hardwood (TH)	5
28	Trees: softwood (TS)	5

Source: http://www.spc.noaa.gov/faq/tornado/ef-scale.html

Figure 11-3: One and Two-Family Residences Degree of Damage Indicator

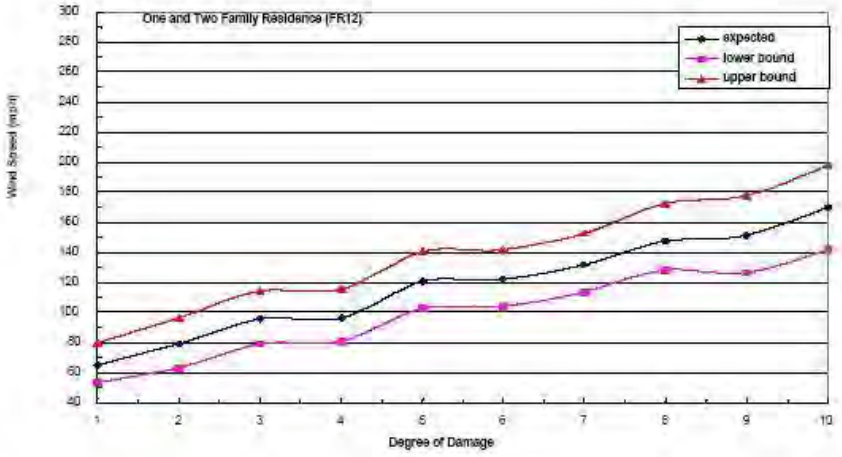
2. ONE-AND TWO-FAMILY RESIDENCES (FR12)
(1000 – 5000 sq. ft.)

Typical Construction

- Asphalt shingles, tile, slate, or metal roof covering
- Flat, gable, hip, mansard, or mono-sloped roof or combinations thereof
- Plywood/OSB or wood plank roof deck
- Prefabricated wood trusses or wood joist and rafter construction
- Brick veneer, wood panels, stucco, EIFS, vinyl, or metal siding
- Wood or metal stud walls, concrete blocks or insulating-concrete panels
- Attached single or double garage

DOD*	Damage description	EXP	LB	UB
1	Threshold of visible damage	65	53	80
2	Loss of roof covering material (<20%), gutters and/or awning; loss of vinyl or metal siding	79	63	97
3	Broken lass in doors and windows	96	79	114
4	Uplift of roof deck and loss of significant roof covering material (>20%); collapse of chimney; garage doors collapse inward; failure of porch or carport	97	81	116
5	Entire house shifts off foundation	121	103	141
6	Large sections of roof structure removed; most walls remain standing	122	104	142
7	Top floor exterior walls collapsed	132	113	153
8	Most interior walls of top story collapsed	148	128	173
9	Most walls collapsed in bottom floor, except small interior rooms	152	127	178
10	Total destruction of entire building	170	142	198

* Degree of Damage



The tornadic events in the Hays County planning area have been between EF0 to an EF1 (Table 11-4). However, because Hays County is in Wind Zone III, the planning area could experience anywhere from an EF0 to an EF4. Therefore, the range of intensity that the planning area would be expected to mitigate is a tornado event that would be a low to severe risk, an EF0 to EF3.

Historical Occurrences

Table 11-4 lists historical tornado events in the planning area from 1997-2023 that were reported to the NCEI or NOAA. The impact of the tornado events in Hays County are listed by date with additional impact information related to the specific jurisdiction of touchdown, magnitude of event, total dollar-losses related to crop and property damage, injuries, and fatalities. There have not been any events recorded past the listed dates.

Table 11-4: Historical Tornado Events by Jurisdiction, 1997 – 2023

Location	Date	Time	Extent: Fujita Scale (pre-2007), Enhanced Fujita Scale (post-2007)	Deaths	Injuries	Property Damage	Crop Damage
Kyle	5/27/1997	4:38 PM	F1	0	0	$5,000	$0
Wimberley	4/8/1998	3:40 AM	F0	0	0	$0	$0
Wimberley	4/8/1998	3:57 AM	F0	0	0	$0	$0
Henly	11/15/2001	9:45 AM	F0	0	1	$50,000	$0
Wimberley	11/15/2001	10:20 AM	F0	0	0	$50,000	$0
Kyle	11/15/2001	3:20 PM	F1	0	3	$500,000	$0
Kyle	11/15/2001	3:21 PM	F1	0	3	$500,000	$0
Driftwood	10/8/2002	10:20 AM	F0	0	0	$70,000	$0
San Marcos	12/30/2002	3:25 PM	F0	0	0	$0	$0
San Marcos	1/13/2007	7:08 AM	F1	0	0	$50,000	$0
Wimberley	3/30/2007	9:03 AM	EF0	0	0	$0	$0
Dripping Springs	3/30/2007	9:25 AM	EF0	0	0	$0	$0
Mt Gaynor	5/23/2015	7:53 PM	EF0	0	0	$0	$0
San Marcos AR	10/30/2015	6:28 AM	EF1	0	0	$0	$0
Wimberley	2/19/2017	11:26 PM	EF1	0	0	$0	$0
Niederwald	2/19/2017	11:48 PM	EF0	0	0	$0	$0

Source: NCEI Storm Events Database

Table 11-5: Historical Tornado Events Magnitude Summary, 1997 - 2006

Number of Events	Magnitude (Fujita Scale)						
	N/A	F0	F1	F2	F3	F4	F5
10	0	6	4	0	0	0	0

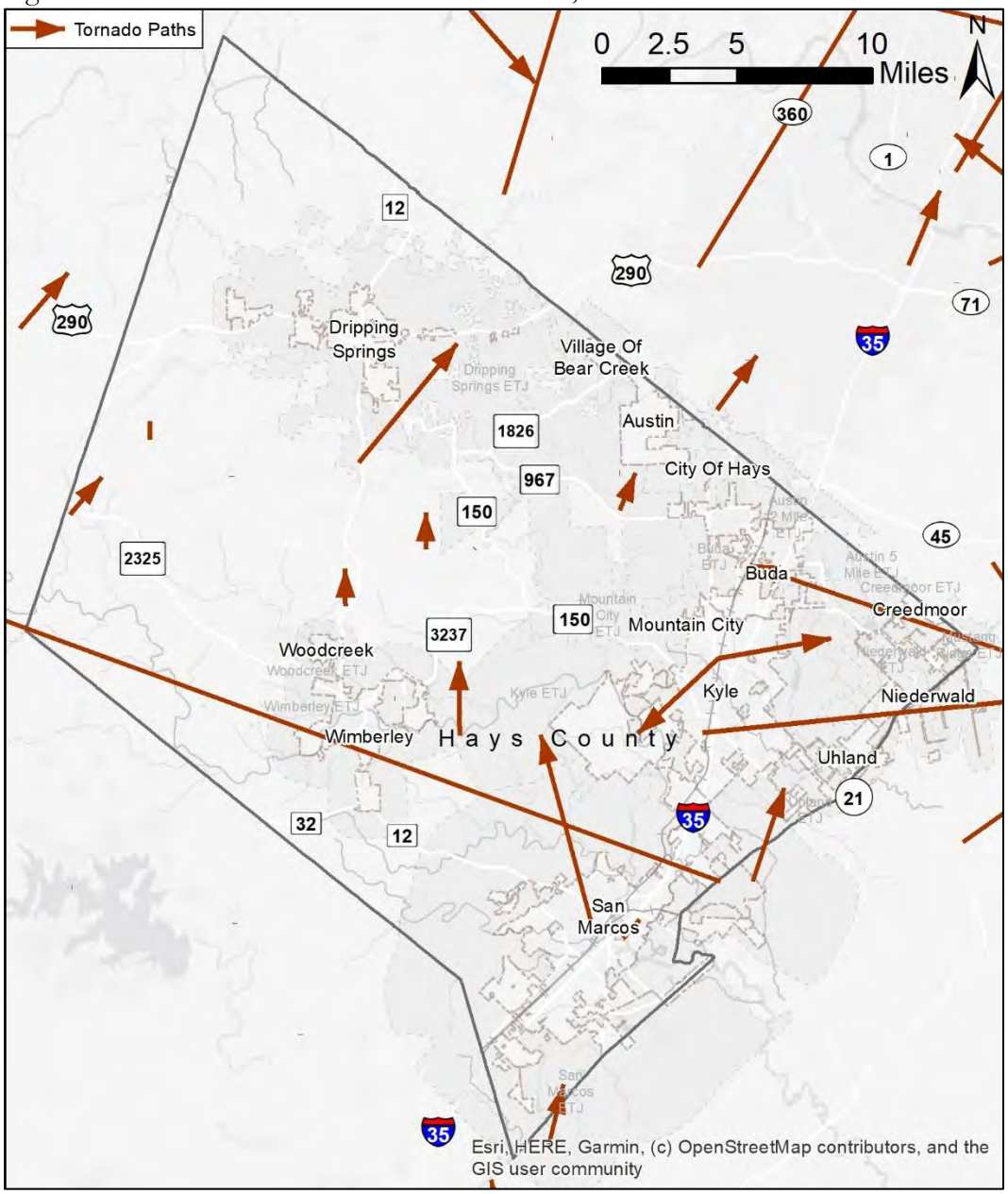
Table 11-6: Historical Tornado Events Magnitude Summary, 2007-2023

Number of Events	Magnitude (Enhanced Fujita Scale)						
	N/A	EF0	EF1	EF2	EF3	EF4	EF5
6	0	4	2	0	0	0	0

The locations of previous occurrences from 1950 through 2017 in the planning area are shown in figure 11-4. This map displays the historic tornado tracks, the distance travelled, and the direction in which they travelled. Only reported tornadoes were plotted and factored

into the risk assessment, however it is likely that several occurrences have gone unreported over the past 67 years.

Figure 11-4: Historic Tornado Tracks 1950-2023, Distance Travelled and Direction



Significant Events

November 15, 2001 – City of Kyle

This first F1 tornado was observed by a Department of Public Safety Trooper as it formed some 2.5 miles north of Kyle. It moved across I-35 between mile markers 215 and 217 to 5 miles northeast of Kyle. The trooper also reported a second tornado that formed in the same vicinity as the first and moved alongside the first for several minutes.

Another F1 formed immediately after the previous F1 tornado that had been observed by a Department of Public Safety Trooper. The two tornadoes continued together for several minutes and caused extensive tree damage along the frontage road with tops of trees sheared

off. Large oak tree branches 5 to 8 inches round were twisted and scattered across the area. Numerous road signs bent over and twisted at the base along with uprooted trees. Some downed trees were pointing south, others were pointing north. The same held true with the bent over highway signs. Power line poles were snapped. They damaged the truck stop at exit #217 sustained extensive damage to the awnings and roof. Several 18-wheelers were knocked over the by tornadoes. A hotel under construction also was damaged along with a restaurant across I-35 from the gas station. The Hays County Independent School District Headquarters building was also damaged. In all, over 100 homes were damaged by the tornadoes and two were destroyed. Almost 20 businesses suffered damage. Repair costs to area roads and bridges were estimated at near 1/2 million dollars.

Probability of Future Events

Tornadic storms are typically more common in the spring months during the late afternoon and evening hours but can occur at any time of year and at any time of day. A smaller, high frequency period can also emerge in the fall during the brief transition between the warm and cold seasons. Table 11-7 provides a general overview of tornado severity, probability, fatality impacts, and defining characteristics.

Table 11-7: Tornado Severity and Probability

Weak Tornadoes	Strong Tornadoes	Violent Tornadoes
69% of all tornadoes	29% of all tornadoes	2% of all tornadoes
Less than 5% of tornado deaths	Nearly 30% of all tornado deaths	70% of all tornado deaths
Lifetime 1-10+ minutes	May last 20 minutes or longer	Lifetime can exceed one hour
Winds less than 110 mph	Winds 110 – 205 mph	Winds greater than 205 mph

According to historical records, there were 8 events in a 24-year reporting period in the planning area. This provides a probability of occurrence of approximately once every three years for the Hays County planning area. This frequency supports a **likely** probability of future events for the planning area, including all participating jurisdictions, meaning that an event is probable in the next five years.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

All existing and future buildings, facilities and populations in the Hays County planning area are considered to be vulnerable to tornados and could potentially be impacted. High wind velocity, wind-blown debris, lightning, and large hail are typically the cause of damage done by a tornado. The high winds and flying debris can cause roofs to collapse, windows to shatter, and walls to crumble. Tornadoes can also cause significant damage to buildings, roads, bridges, and other infrastructure in cities. First responders and those needing to evacuate an area may encounter blocked roads as a result of the debris rendering some areas inaccessible or inescapable. Tornadoes can have a significant impact on the local economy as well, causing damage to businesses and homes, as well as disrupting transportation and causing productivity losses. The psychological trauma of experiencing a tornado, losing

property or loved ones, or being displaced from one's home can have lasting effects on mental health.

Tornadoes pose a severe threat to communities as they often result in power outages, which could cause health and safety risks to vulnerable populations who rely on electricity for medical necessities, as well as patients in hospitals. Power outages can also disrupt electricity supply to neighborhoods and even entire cities, causing problems with heating, cooling, lighting, and communication. Anyone in the path of a tornado can incur serious injuries or even fatalities. Falling trees, branches, utility lines, poles, and flying debris pose safety risks, and people caught in the open or unable to take adequate cover are at the highest risk of injury or death. Certain buildings and structures are more prone to damage than others from the high wind velocity associated with tornado events. The three most susceptible types of structures to tornado damage are:

1. Manufactured Homes
2. Homes on crawlspaces (more susceptible to lift), and
3. Buildings with large spans, such as shopping malls, gymnasiums, and factories.

The Hays County planning area features mobile and manufactured home parks which are more vulnerable to tornado winds than site-built structures. In addition, manufactured and temporary housing is located sporadically throughout rural portions of the planning area which are also vulnerable to the tornado hazard, but more prone to being isolated from essential needs and emergency services in the event of a disaster. Based on 2022 American Community Survey estimates, there are 101,449 housing units in Hays County of which 4.8%, or 4,872 units, are mobile or manufactured homes. In addition, 8,432 (8.3%) of the housing units in the overall planning area were built before 1980. These structures are likely to have been built to less stringent construction standards than newer construction and could be more susceptible to damages during significant events.

Table 11-8. Structures at Greater Risk by Jurisdiction

Jurisdiction	Total Housing Units	Mobile Homes	Housing units built prior to 1980
Hays County*	101,449	4,872/ 4.8%	8,432/ 8.3%
City of Buda	5,695	49/ 0.9%	177/ 3.1%
City of Dripping Springs	2,044	48/ 2.3%	123/ 6.0%
City of Hays	63	0/ 0%	55/ 87.3%
City of Kyle	17,316	957/ 5.5%	581/ 3.4%
City of Mountain City	240	0/ 0%	28/ 11.7%
City of Niederwald	344	142/ 41.3%	48/ 14.0%
City of Uhland	530	275/ 51.9%	94/ 17.8%
City of Wimberley	1,275	73/ 5.7%	300/ 23.5%
City of Woodcreek	1,128	0/ 0%	162/ 14.4%
Village of Bear Creek	194	1/ 0.5%	15/ 7.7%

*County totals include all jurisdictions in addition to unincorporated areas.
Source: 2022 American Community Survey 5-year estimate, selected housing characteristics

Based on the ACS 2022 data, the City of Hays is at highest risk of damage from tornadoes winds when considering age of residential structures and the higher standard of building

codes enacted after 1980. The City of Uhland is at the highest risk of damage from tornadoes winds when considering number and ratio of manufactured homes.

To mitigate the risks associated with the impacts of tornadoes, it's important to have early warning systems in place, build structures that can withstand high winds, and establish emergency response plans to quickly respond to disasters.

Historic Tornado Impacts

The summary table on the following page, 11-9, shows the 25-year property and crop damage totals as well as the average annual (Per Year) losses summarizing historic tornado impacts. The bottom half of the table shows per capita dollar loss rates for the total and average annual losses. These rates are important measures for comparing losses between different hazards and areas. Since weather varies year-to year, forecasts of specific years are less likely to be true (less reliable) than these totals and averages for the period. The average annual loss estimate of property and crop is $49,000 for Hays County.

Table 11-9, Hays County Loss Summary

Time Period	Fatalities	Injuries	Property Damage	Crop Damage
Loss Summary, Hays County				
25-year Total	0	0	$1,225,00	$0
Per Year	0	0	$49,000	$0
Per Capita Dollar Losses				
25-year Total	0	0	$106.00	$0
Per Year	0	0	$4.24	$0

Table 11-10 below distributes the countywide impacts presented in table 11-9 amongst the various participating jurisdictions based on location information when available.

Table 11-10: Tornado Losses by Jurisdiction 1997-2023

Jurisdiction	Injuries	Est. Prop. Losses	Est. Crop Losses	Total Est. Losses
Hays County*	1	$170,000	$0	$170,000
City of Buda	0	$0	$0	$0
City of Dripping Springs	0	$0	$0	$0
City of Hays	0	$0	$0	$0
City of Kyle	6	$1,005,000	$0	$1,005,000
City of Mountain City	0	$0	$0	$0
City of Niederwald	0	$0	$0	$0
City of Uhland	0	$0	$0	$0
City of Wimberley	0	$50,000	$0	$50,000
City of Woodcreek	0	$0	$0	$0
Village of Bear Creek	0	$0	$0	$0
Total				

* County totals include all other jurisdictions not participating in this plan as well as unincorporated areas.

SECTION 12: HAILSTORMS

Description

Hail is showery precipitation in the form of irregular pellets or balls of ice that typically measures 0.2 inches and 6 inches in diameter. It is a particularly damaging form of frozen participation resulting from thunderstorms with the size of the hail a direct result of the size and severity of the storms. Hail is produced when warm air rapidly rises into the upper atmosphere and the air mass is cooled. Frozen droplets within the cooled air mass accumulate to form ice crystals that then fall to the Earth as precipitation. The strength of the updraft is dependent on heating on the surface of the Earth with larger temperature gradients between the upper atmosphere and the surface responsible for increased suspension time and, therefore, increased hailstone size.

Location

Hailstorms are not confined to any specific geographic location, and can vary greatly in size, location, intensity and duration. As a result, all areas within the Hays County planning area are equally at risk to the hazard of hail.

Extent

The NCEI Intensity Scale, depicted in Table 12-1, shows how the intensity category of a hailstorm depends on hail size and the potential damage it could cause. The intensity scale ranges from H0 to H10, with increments of intensity or damage potential in relation to hail size (distribution and maximum), texture, fall speed, speed of storm translation, and strength of the accompanying wind. The National Weather Service (NWS) classifies a storm as "severe" if there is hail one inch in diameter (approximately the size of a quarter) or greater, based on radar intensity or as seen by observers. Based on historical data, hail of up to 4.25 inches has been recorded in the planning area and can be expected in the future.

Table 12-1: Hail Intensity and Magnitude

Size Code	Intensity Category	Size (Diameter Inches)	Descriptive Term	Typical Damage
H0	Hard Hail	Up to 0.33	Pea	No damage
H1	Potentially Damaging	0.33 - 0.60	Marble	Slight damage to plants and crops
H2	Potentially Damaging	0.60 - 0.80	Dime	Significant damage to plants and crops
H3	Severe	0.80 - 1.2	Nickel	Severe damage to plants and crops
H4	Severe	1.2 - 1.6	Quarter	Widespread glass and auto damage
H5	Destructive	1.6 - 2.0	Half Dollar	Widespread destruction of glass, roofs, and risk of injuries
H6	Destructive	2.0 - 2.4	Ping Pong Ball	Aircraft bodywork dented and brick walls pitted
H7	Very Destructive	2.4 - 3.0	Golf Ball	Severe roof damage and risk of serious injuries

H8	Very Destructive	3.0 - 3.5	Hen Egg	Severe damage to all structures
H9	Super Hailstorms	3.5 - 4.0	Tennis Ball	Extensive structural damage, could cause fatal injuries
H10	Super Hailstorms	4.0 +	Baseball	Extensive structural damage, could cause fatal injuries

Source: NCEI Intensity Scale, based on the TORRO Hailstorm Intensity Scale.

The Hays County area may experience hailstorms ranging from an H0 to an H10 based on previous occurrences for the area discussed further below. The planning area can plan to mitigate storms ranging from hard hail (low risk) to super hailstorms (high risk), the latter potentially leading to widespread destruction of glass, roofs, and potential risk of injuries.

Historical Occurrences

Historical evidence for Hays County suggests that the entire planning area is vulnerable to hail events. Historical events with reported damage, injuries or fatalities are shown in Table 12-2 below. A total of 101 reported historical hail events impacted Hays County during the 25-year period from 1997 through 2023. These reported events may not represent all hail events to have occurred during this time since they were only the events reported to NCEI and NOAA databases. There have not been any events recorded past the listed dates.

Table 12-2: Historical Hail Events

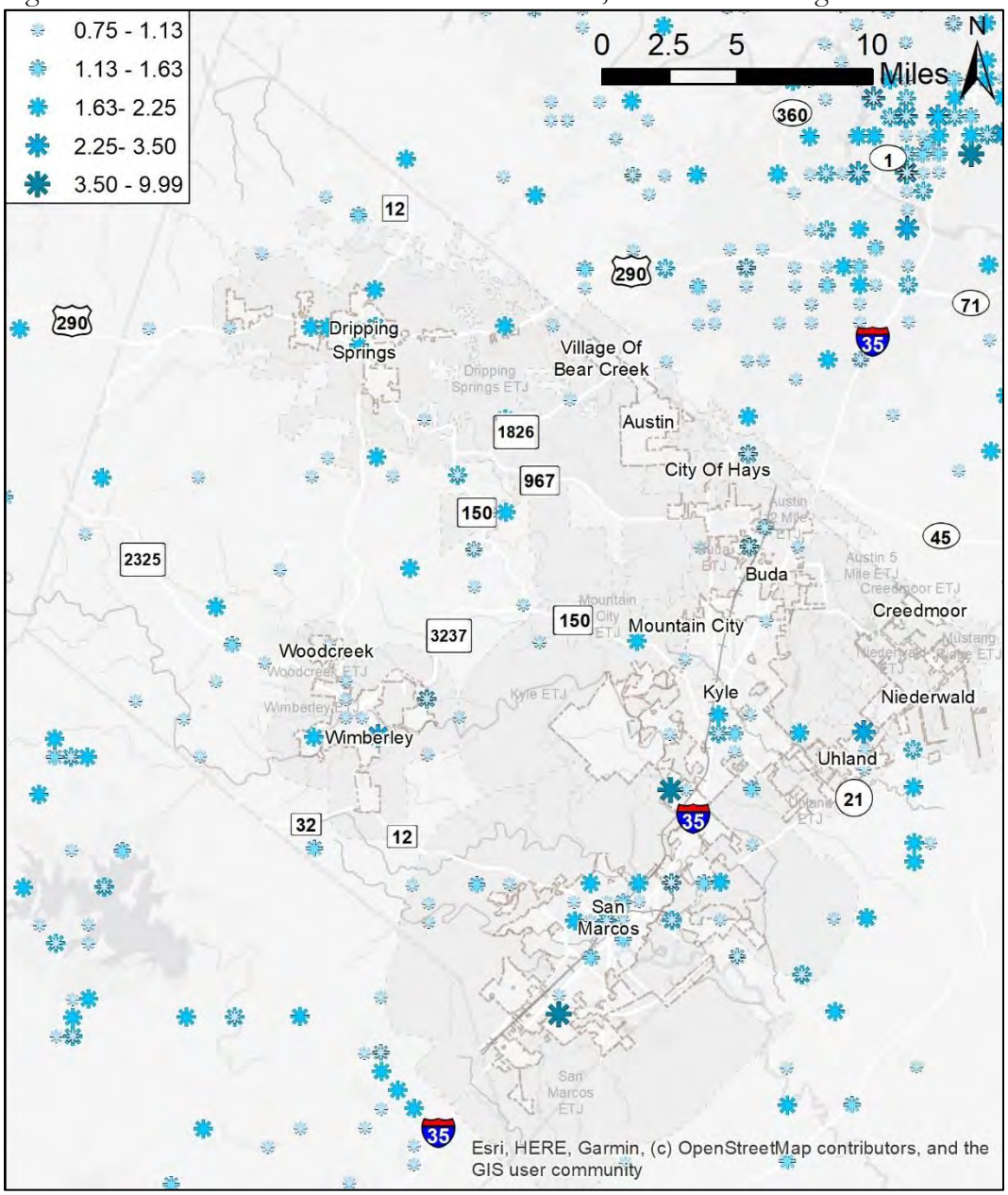
Location	Date	Magnitude	Deaths	Injuries	Property Damage	Crop Damage
Wimberley	3/2/1997	1	0	0	$0	$0
Wimberley	4/4/1997	0.75	0	0	$0	$0
San Marcos	4/20/1997	0.75	0	0	$0	$0
San Marcos	5/15/1997	0.88	0	0	$0	$0
San Marcos	5/27/1997	0.75	0	0	$0	$0
Wimberley	2/25/1998	0.75	0	0	$0	$0
San Marcos	2/26/1998	0.75	0	0	$0	$0
Henly	3/7/1998	0.75	0	0	$0	$0
San Marcos	6/5/1998	0.75	0	0	$0	$0
Dripping Spgs	5/24/1999	1.75	0	0	$0	$0
Buda	5/24/1999	1	0	0	$0	$0
San Marcos	3/16/2000	4.5	0	0	$600,000	$0
Dripping Spgs	4/7/2000	1	0	0	$100,000	$0
Dripping Spgs	5/6/2001	1.75	0	0	$0	$0
Kyle	10/20/2002	0.75	0	0	$0	$0
San Marcos	12/30/2002	1.5	0	0	$0	$0
San Marcos	3/25/2003	0.75	0	0	$0	$0
San Marcos	6/2/2003	0.75	0	0	$0	$0
Dripping Spgs	10/13/2004	1	0	0	$0	$0
Wimberley	5/29/2005	1.75	0	0	$0	$0
San Marcos	4/20/2006	4.25	0	1	$100,000,000	$0

San Marcos	4/20/2006	2	0	0	$0	$0
Wimberley	3/30/2007	0.88	0	0	$0	$0
Kyle	4/13/2007	0.75	0	0	$0	$0
Wimberley	4/25/2008	0.75	0	0	$0	$0
Henly	2/10/2009	1	0	0	$0	$0
Wimberley	2/10/2009	0.75	0	0	$0	$0
Wimberley	5/17/2010	1	0	0	$0	$0
Wimberley	5/17/2010	1	0	0	$0	$0
Driftwood	5/11/2011	1.75	0	0	$0	$0
Mt Gaynor	5/20/2011	0.75	0	0	$0	$0
Driftwood	5/20/2011	1	0	0	$0	$0
Driftwood	5/20/2011	1	0	0	$0	$0
Mt Gaynor	5/20/2011	1	0	0	$0	$0
Driftwood	5/20/2011	1	0	0	$0	$0
Driftwood	5/20/2011	0.88	0	0	$0	$0
San Marcos Lowman Ar	9/29/2011	1	0	0	$0	$0
Fitzhugh	1/24/2012	1	0	0	$0	$0
Buda	4/3/2012	0.88	0	0	$0	$0
Wimberley	4/20/2012	0.88	0	0	$0	$0
Wimberley	4/20/2012	1	0	0	$0	$0
Fitzhugh	3/19/2013	1.5	0	0	$0	$0
San Marcos Lowman Ar	3/19/2013	1	0	0	$0	$0
Wimberley	3/19/2013	1	0	0	$0	$0
San Marcos	3/19/2013	1	0	0	$0	$0
Driftwood	4/27/2013	1.75	0	0	$0	$0
San Marcos	4/29/2013	1	0	0	$2,000	$0
Wimberley	5/9/2013	1	0	0	$0	$0
San Marcos	5/9/2013	0.88	0	0	$0	$0
Wimberley	5/10/2013	0.88	0	0	$0	$0
Driftwood	5/27/2014	1	0	0	$0	$0
Fitzhugh	5/27/2014	0.75	0	0	$0	$0
Kyle	5/27/2014	1.75	0	0	$0	$0
Buda	5/27/2014	1.5	0	0	$0	$0
Kyle	5/27/2014	1	0	0	$0	$0
Kyle	5/27/2014	1.75	0	0	$0	$0
Kyle	5/27/2014	1.5	0	0	$0	$0
Driftwood	4/16/2015	0.88	0	0	$0	$0
San Marcos Lowman Ar	4/16/2015	0.88	0	0	$0	$0
San Marcos	4/16/2015	0.75	0	0	$0	$0
Dripping Spgs	4/18/2015	2	0	0	$0	$0

Wimberley	12/27/2015	0.75	0	0	$0	$0
Wimberley	3/18/2016	1	0	0	$0	$0
Kyle	4/1/2016	0.88	0	0	$0	$0
Wimberley	4/30/2016	0.75	0	0	$0	$0
Wimberley	4/30/2016	0.88	0	0	$0	$0
Wimberley	4/30/2016	1.75	0	0	$0	$0
San Marcos	4/2/2017	0.88	0	0	$0	$0
Dripping Spgs	4/11/2017	1	0	0	$0	$0
San Marcos Lowman Ar	4/11/2017	0.88	0	0	$0	$0
San Marcos Lowman Ar	4/11/2017	0.75	0	0	$0	$0
San Marcos Lowman Ar	4/11/2017	1	0	0	$0	$0
Buda	5/23/2017	1	0	0	$0	$0
Dripping Spgs	6/9/2017	1.75	0	0	$0	$0
Mt Gaynor	6/9/2017	1	0	0	$0	$0
Wimberley	6/9/2017	1	0	0	$0	$0
Wimberley	6/9/2017	1.5	0	0	$0	$0
San Marcos Lowman Ar	4/6/2019	0.75	0	0	$0	$0
San Marcos Lowman Ar	4/6/2019	1	0	0	$0	$0
San Marcos	4/6/2019	1.5	0	0	$0	$0
San Marcos Lowman Ar	4/6/2019	1.25	0	0	$0	$0
San Marcos Lowman Ar	4/6/2019	1.5	0	0	$0	$0
Wimberley	5/9/2019	1.5	0	0	$0	$0
Henly	1/10/2020	0.75	0	0	$0	$0
Buda	5/27/2020	1	0	0	$0	$0
San Marcos Lowman Ar	3/23/2021	0.75	0	0	$0	$0
San Marcos	3/23/2021	1	0	0	$0	$0
San Marcos Lowman Ar	4/28/2021	2	0	0	$0	$0
San Marcos Lowman Ar	4/28/2021	1.75	0	0	$0	$0
Kyle	4/28/2021	1	0	0	$0	$0
San Marcos	5/4/2021	1	0	0	$0	$0
Kyle	5/18/2021	1	0	0	$0	$0
San Marcos Lowman Ar	3/2/2023	1.75	0	0	$0	$0
San Marcos	3/2/2023	1	0	0	$0	$0
San Marcos	3/2/2023	1	0	0	$0	$0
Dripping Spgs	4/26/2023	1.75	0	0	$0	$0
Dripping Spgs	4/26/2023	1.75	0	0	$0	$0
Dripping Spgs	4/26/2023	1.5	0	0	$0	$0
Fitzhugh	6/10/2023	1.75	0	0	$0	$0
Fitzhugh	6/10/2023	1	0	0	$0	$0
Fitzhugh	6/10/2023	1	0	0	$0	$0

Figure 12-2 plots this historical evidence by locating past hail events in the Hays County planning area where latitude and longitude were available.

Figure 12-2: Historic Hailstorms Events 1950-2021, Location and Magnitude



Significant Events

April 20, 2006 – San Marcos

The team began the survey along IH-35 near Center Point Road. They noted widespread damage to trees and vegetation beginning near that point and continuing northward to the San Marcos Tanger Outlet Mall and Prime Time Outlet Mall. The damage was caused by a combination of large hail and winds gusting 40 to 50 mph. NWS NEXRAD Radar late Thursday afternoon had indicated severe thunderstorms in that area moving toward the northeast.

At the south end of the malls, the parking lot surface was covered with dents and impressions produced by the wind and hail. Hundreds of vehicles had been damaged in this event but only a few remained in the area. Most of these had all of the window glass broken out with hundreds of hail dents in the car bodies. At this part of the malls, damage to store signs was seen only on the north and west sides of buildings. There was no damage to signs on the south and east sides. Therefore, the storm winds had propelled the hail toward the southeast. In addition to the sign damage, hundreds of roof tiles had been broken and cracked, and many of these had fallen into the parking lot during the storm.

As the team drove northward through the mall areas, the same type of damage to building signs and roofs as well as parking surfaces was seen. However, at the north end of the malls, damage to the store signs was confined to the south and west walls of the buildings. In this part of the malls, the damaging winds had propelled the hail toward the northeast.

Thus, the pattern of damage was fan-shaped, with the winds generally blowing the hail toward the west, but with a southeast component of motion on the south end of the malls and a northeast component of motion on the north end of the malls. This type of damage is clearly indicative of straight-line winds, also referred to as downburst winds." One of the NWS staff members was at the malls during the storm. Dents in his vehicle were 4.25 inches in diameter indicating that at some of the hail stones were as large as grapefruits. He had estimated windspeeds to be between 60 and 70 mph.

Probability of Future Events

Based on available records of historic events there were 101 events in a 25-year reporting period for the Hays County planning area. This provides a probability of at least one event every year. This frequency supports a **highly likely** probability of future events meaning that an event is probable somewhere in the planning area in the next year.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

Hail can cause significant injury to humans and has been fatal in some circumstances. People could be struck by hail, falling trees, and branches. Also, hail could cause power outages which could cause health and safety risks to more vulnerable populations in the planning area. The most common impacts of hailstorms are to crops, trees, and landscaping since even small hail can tear plants apart in a short amount of time. Vehicles, roofs of buildings and homes, are also commonly damaged by hail. Older structures not built to current codes may be more susceptible to damages from hail than newer structures. HVAC and electrical service systems, particularly those on roofs, at schools, and critical facilities would be vulnerable and could also be damaged.

The Hays County planning area features mobile and manufactured home parks which are more vulnerable to hailstorms than site-built structures. In addition, manufactured and temporary housing is located sporadically throughout rural portions of the planning area which are also vulnerable to the hailstorm hazard and more prone to being isolated from

essential needs and emergency services in the event of a disaster. Also, structures built prior to 1980 are likely to have been built to lower or less stringent construction standards than newer construction and may be more susceptible to damages during significant events.

Based on 2022 American Community Survey estimates, there are 101,449 housing units in Hays County of which 4.8%, or 4,872 units, are mobile or manufactured homes. In addition, 8,432 (8.3%) of the housing units in the overall planning area were built before 1980. These structures are likely to have been built to less stringent construction standards than newer construction and could be more susceptible to damages during significant events.

Table 8-3. Structures at Greater Risk by Jurisdiction

Jurisdiction	Total Housing Units	Mobile Homes	Housing units built prior to 1980
Hays County*	101,449	4,872/ 4.8%	8,432/ 8.3%
City of Buda	5,695	49/ 0.9%	177/ 3.1%
City of Dripping Springs	2,044	48/ 2.3%	123/ 6.0%
City of Hays	63	0/ 0%	55/ 87.3%
City of Kyle	17,316	957/ 5.5%	581/ 3.4%
City of Mountain City	240	0/ 0%	28/ 11.7%
City of Niederwald	344	142/ 41.3%	48/ 14.0%
City of Uhland	530	275/ 51.9%	94/ 17.8%
City of Wimberley	1,275	73/ 5.7%	300/ 23.5%
City of Woodcreek	1,128	0/ 0%	162/ 14.4%
Village of Bear Creek	194	1/ 0.5%	15/ 7.7%

*County totals include all jurisdictions in addition to unincorporated areas.
Source: 2022 American Community Survey 5-year estimate, selected housing characteristics

Based on the ACS 2022 data, the City of Hays is at highest risk of damage from hailstorms when considering age of residential structures and the higher standard of building codes enacted after 1980. The City of Uhland is at the highest risk of damage from hailstorms when considering number and ratio of manufactured homes.

To mitigate the risks associated with the impacts of hailstorms, it's important to have early warning systems in place, build structures that can withstand high velocity impacts from hail, and establish emergency response plans to quickly respond to disasters.

Historic Hailstorm Impacts

The summary table below, 12-4, shows the 25-year property and crop damage totals as well as the average annual (Per Year) losses summarizing historic hailstorm impacts. Since weather varies year-to year, forecasts of specific years are less likely to be true (less reliable) than these totals and averages for the period. The bottom half of the table shows per capita dollar loss rates for the total and average annual losses. These rates are important measures for comparing losses between different hazards and areas. The average annual loss estimate of property and crop is $4,028,080 for Hays County.

Table 12-4, Hays County Loss Summary

Time Period	Fatalities	Injuries	Property Damage	Crop Damage
Loss Summary, Hays County				
25-year Total	0	0	$100,702,000	$0
Per Year	0	0	$4,028,080	$0
Per Capita Dollar Losses				
25-year Total	0	0	$374.04	$0
Per Year	0	0	$14.96	$0

Table 12-8 below distributes the countywide impacts presented in table 12-4 amongst the various participating jurisdictions based on ratios of populations based on the 2022 American Community Survey estimates and location information when available.

Table 12-5: Hailstorm Losses by Jurisdiction 1997-2023

Jurisdiction	Est. Prop. Losses	Est. Crop Losses	Total Est. Losses
Hays County*	$100,602,000	$0	$100,602,000
City of Buda	$0	$0	$0
City of Dripping Springs	$100,000	$0	$100,000
City of Hays	$0	$0	$0
City of Kyle	$0	$0	$0
City of Mountain City	$0	$0	$0
City of Niederwald	$0	$0	$0
City of Uhland	$0	$0	$0
City of Wimberley	$0	$0	$0
City of Woodcreek	$0	$0	$0
Village of Bear Creek	$0	$0	$0
Total	$100,702,000	$0	$100,702,000

* County totals include all other jurisdictions not participating in this plan as well as unincorporated areas.

SECTION 13: WILDFIRE

Description

Source: http://texasforestservice.tamu.edu

Wildfires are an unplanned, unwanted fire burning uncontrolled in a natural area rich with vegetative fuels, like a forest, grassland, or prairie. Meteorological conditions such as high temperatures, low humidity, droughts, and high wind increase wildfire risk. Sparks from agricultural, industrial, or automobile activity are often the cause of a wildfire with humans the most common source of initial ignition. Wildfires can also be naturally ignited by lightning strike as a part of the natural management of forest ecosystems. While wildfires can occur any time of year, they are especially likely over the spring and summer months, when fuel is often dry so flames can move unchecked through a highly vegetative area.

Location

Wildfires are most likely to occur in open grasslands but are not confined to any specific geographic location and can vary greatly in terms of size, location, intensity, and duration. The populated, urban areas of the planning area are less likely to experience large, sweeping fires. The more rural and sparsely populated unincorporated areas of Hays County are more vulnerable to large sweeping wildfire events. The threat to people and property is greatest in the wildland urban interface/intermix, however, the entire planning area of Hays County is at risk for wildfires.

Extent

The likelihood that a wildfire event will occur in the planning area is measured using the Keetch Byram Drought Index (KBDI) and the Texas Forest Service's Fire Intensity Scale (FIS). The KBDI describes the potential for wildfire based upon weather conditions such as daily water balance, precipitation, and soil moisture (Table 13-1). The index ranges from 0-800 with a score of 0 indicating no moisture depletion and a score of 800 representing completely dry conditions.

Table 13-1, Keetch Byram Drought Index (KBDI)

KBDI Score Range	Description
0-200	Soil moisture and large class fuel moistures are high and do not contribute much to fire intensity. Typical of early spring following winter precipitation.
200-400	Fuels are beginning to dry and contribute to wildfire intensity. Heavier fuels will still not readily ignite and burn. This is often seen in late spring or early summer.
400-600	Lower litter and duff layers contribute to fire intensity and will burn actively. Wildfire intensity begins to increase significantly. Larger fuels could burn or smolder for several days. This is often seen in late summer and early fall.
600-800	Often associated with more severe drought with increased wildfire occurrence. Intense, deep-burning fires with extreme intensities can be expected. Live fuels can also be expected to burn actively at these levels.

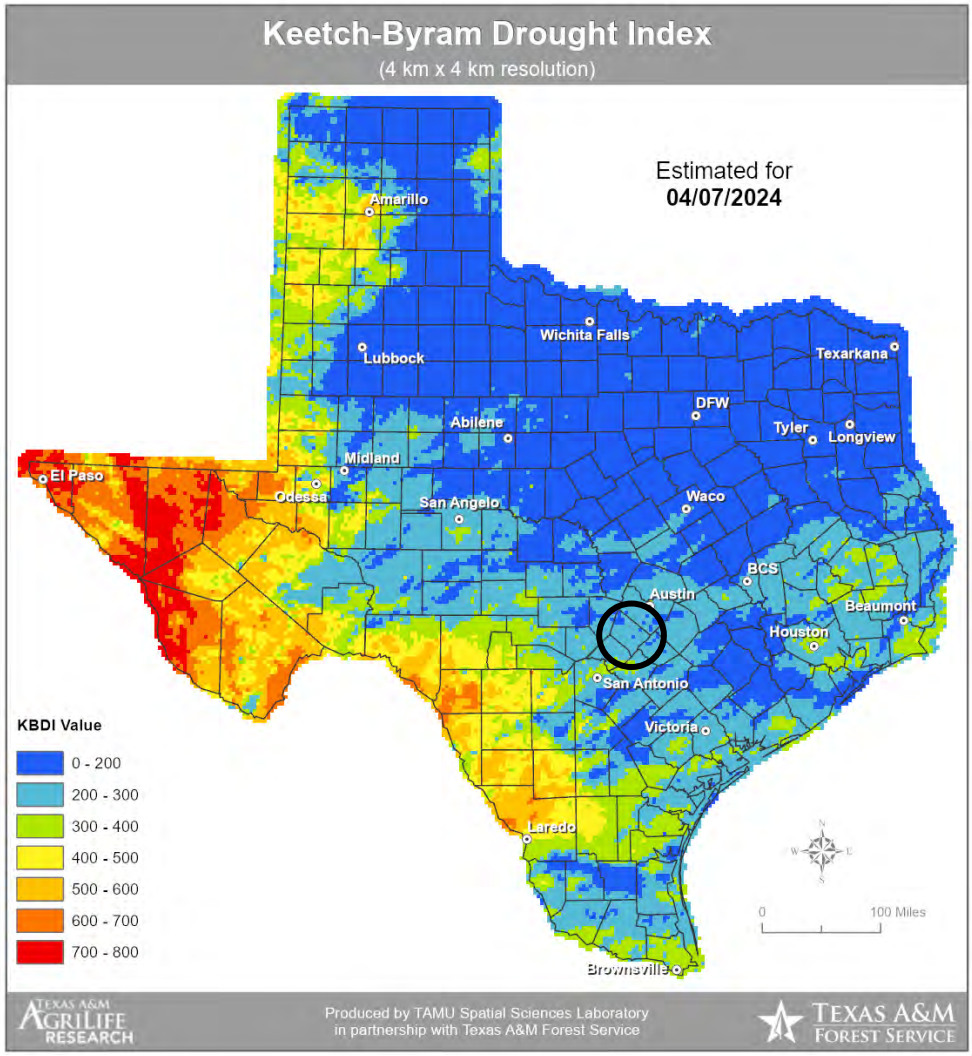
Table 13-2, Hays County Planning Area KBDI Values

	KBDI Mean	KBDI Maximum	KDBI Minimum
Hays	233	274	163

Source: https://twc.tamu.edu/kbdi

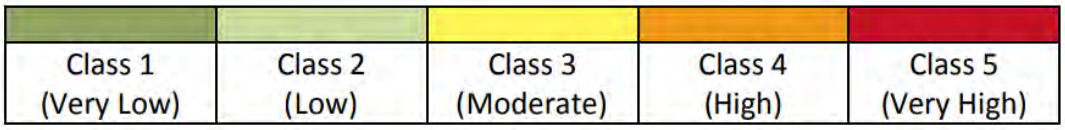
The average KBDI values for the planning area is approximately 233 and is the average extent to be mitigated (Table 13-2). Based on figure 13-1 below, the Hays County planning area exhibits values in the 0-300 range throughout its entirety as of the time of this report. At these levels, often associated with more severe drought, fire intensity and occurrence increases significantly and fires readily burn in all directions. The KBDI is a good measure of the readiness of fuels to ignite in the event of a wildfire. Drought or extreme weather conditions have the ability to greatly influence the KDBI in a short period of time so current KBDI should always be monitored to more accurately assess risk. The figure and data below are provided by the Texas Weather Service at Texas A&M Department of Ecosystem Science and Management and the following website can be regularly checked for updated information.

Figure 13-1, KBDI for the State of Texas on 4/7/2024



https://twc.tamu.edu/kbdi

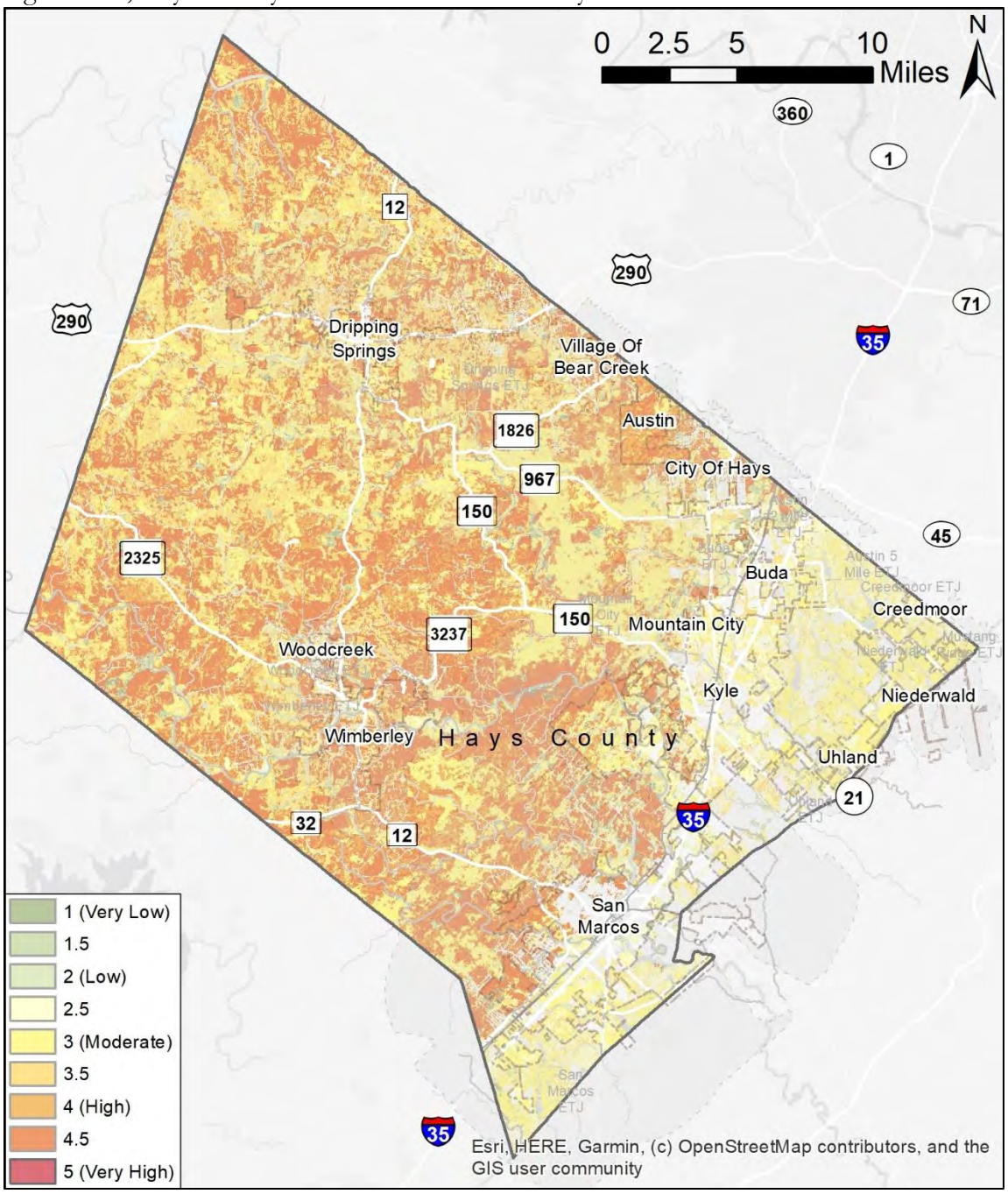
The Texas Wildfire Risk Assessment Portal (TXWRAP) is the primary mechanism for the Texas A&M Forest Service to deploy risk information and create awareness about wildfire issues across the state. www.TexasWildfireRisk.com The tool uses the Fire Intensity Scale (FIS) layer to determine the potential fire intensity for the specified location. FIS quantifies potential fire intensity based on high to extreme weather conditions, fuels, and topography. It is similar to the Richter scale for earthquakes, providing a standard scale to measure potential wildfire intensity by magnitude. FIS consist of 5 classes where the order of magnitude between classes is ten-fold. The minimum class, Class 1, represents very low wildfire intensities and the maximum class, Class 5, represents very high wildfire intensities.



- **Class 1, Very Low:** Very small, discontinuous flames, usually less than 1 foot in length; very low rate of spread; no spotting. Fires are typically easy to suppress by firefighters with basic training and nonspecialized equipment.
- **Class 2, Low:** Small flames, usually less than two feet long; small amount of very short-range spotting possible. Fires are easy to suppress by trained firefighters with protective equipment and specialized tools.
- **Class 3, Moderate:** Flames up to 8 feet in length; short-range spotting is possible. Trained firefighters will find these fires difficult to suppress without support from aircraft or engines, but dozer and plows are generally effective. Increasing potential for harm or damage to life and property.
- **Class 4, High:** Large Flames, up to 30 feet in length; short-range spotting common; medium range spotting. Direct attack by trained firefighters, engines, and dozers is generally ineffective, indirect attack may be effective. Significant potential for harm or damage to life and property.
- **Class 5, Very High:** Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire-induced winds. Indirect attack marginally effective at the head of the fire. Great potential for harm or damage to life and property.

The Fire Intensity Scale evaluates the potential fire behavior for an area, regardless if any fires have occurred there in the past. This additional information allows local officials and mitigation planners to quickly identify areas where dangerous fire behavior potential exists in relationship to nearby homes or other valued assets. **The wildfire risk for the Hays County planning area is moderate to high based on the characteristic wildfire intensity scale.**

Figure 13-2, Hays County Characteristic Fire Intensity Scale



Source: https://wrap.texaswildfirerisk.com/Map/Pro/#project-areas

Item # 14.

Historical Occurrences

The NCEI storm events database carries limited information on wildfire occurrence information with damage estimates of impacts, injuries, or fatalities in the planning area from 1997-2023. There have not been any events recorded past the listed dates.

Table 13-3, Wildfires in Hays County, 1997- 2023

Location	Date	Name	Deaths	Injuries	Property Damage	Crop Damage
Hays	9/4/2011	Pedernales Bend Wildfire	0	0	$6,000,000	$0
Hays	1/30/2018	2325 Wildland Fire	0	0	$0	$0
Hays	7/6/2022	Gaitlin Creek Wildfire	0	0	$0	$0
Hays	8/2/2022	Smoke Rider Wildfire	0	0	$0	$0
Hays	8/5/2023	Oak Grove Wildfire	0	0	$500,000	$0
Hays	8/5/2023	Fox Fires	0	0	?	?

Significant Events

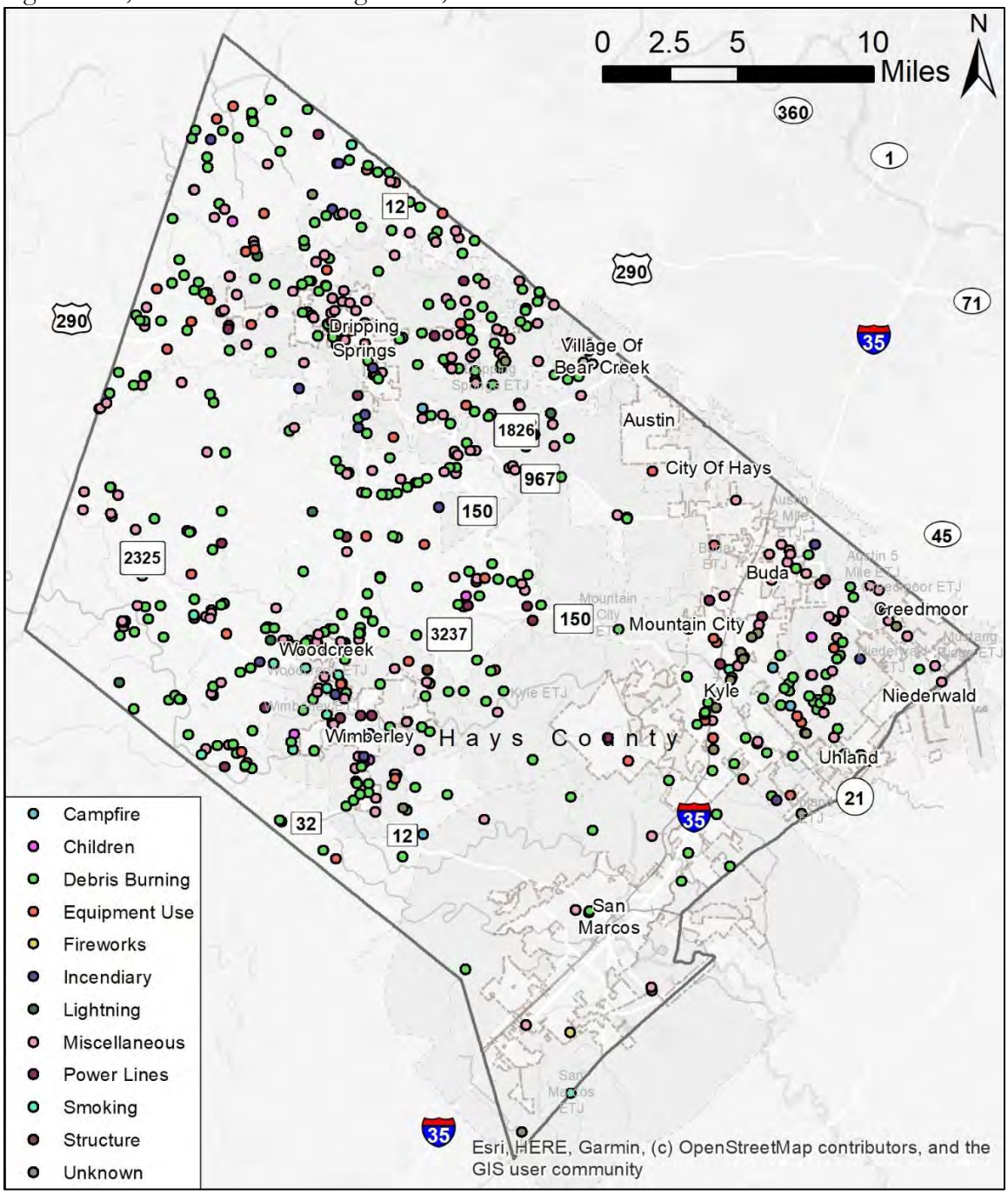
August 4, 2011 – Pedernales Bend Wildfire

The Pedernales Bend Wildfire started in Travis County on September 4 behind Tropical Storm Lee and a cold front that brought strong northerly winds. The peak wind at Austin Bergstrom International Airport was 36 mph. The fire burned into Hays County and eventually consumed 6500 acres and destroyed 67 homes.

Wildfire Ignitions

The Texas Forest Service (TFS), started collecting wildfire data in 1985 and volunteer fire departments started reporting events in 2005. This data does not have estimated impact information, but it does provide a snapshot of historical wildfire occurrence to estimate a future frequency of events. The Texas Forest Service reported 677 wildfire events in the Hays County planning area between 2005 and 2021. Due to a lack of recorded data for wildfire events prior to 2005, frequency calculations are based on the sixteen-year period from 2005 to 2021. The map on the following page shows approximate locations of wildfires in Hays County and the cause of ignitions.

Figure 13-4, Historical Wildfire Ignitions, 2005 – 2021



Source: https://wrap.texaswildfirerisk.com

Table 13-3 below lists the ignition causes for all wildfires in the planning area between 2005-2021, the number of times of each unique ignition cause, and the percent of total ignitions.

Table 13-3, Wildfire ignition causes from 2005-2021

Ignition Cause	Count	% of Total
Campfire	5	0.7%
Children	13	1.9%
Debris burning	311	45.9%

Equipment use	56	8.3%
Fireworks	1	0.1%
Incendiary	25	3.7%
Lightning	6	0.9%
Miscellaneous	209	30.9%
Power Lines	22	3.2%
Smoking	11	1.6%
Structure	1	0.1%
Unknown	17	2.5%
Grand Total	677	100%

Source: Texas Wildfire Risk Assessment Portal (TxWRAP)

Probability of Future Events

Based on reported historical occurrences of wildfire, 677 wildfire ignition events occurred in a 16-year reporting period for Hays County. This data establishes an approximate probability of occurrence of 42 events per year. This frequency supports a **highly likely** probability of future events, meaning a wildfire event is highly probable within the next year. The risk of future wildfires with greater impact to people and property will increase if existing development patterns continue into the wildlands.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

Populations and structures that are most susceptible to wildfire risk are located in the wildland urban interface and/or intermix (WUI). WUI fires occur in areas where the built environment, structures and other improvements, meet undeveloped wildland or vegetative fuels. Population growth within the WUI substantially increases the risk from wildfire. Natural vegetation provides the fuel for wildfires in natural uninhabited areas, while WUI fires consume both vegetation and materials from the built environment. In Texas nearly 85 percent of wildfires occur within two miles of a community. Texas is one of the fastest growing states in the Nation, with much of this growth occurring adjacent to metropolitan areas. This increase in population across the state will impact counties and communities that are located within the Wildland Urban Interface (WUI).

The severity of impact from major wildfire events can be substantial. Such events have caused deaths and injuries, damaged or destroyed property and critical facilities, and disrupted infrastructure and services. Severity of impact is gauged by homes and structures lost, acreage burned, and the number of resulting injuries and fatalities. The vulnerability of the jurisdictions in the planning area to wildfire events is increased where critical facilities are in the WUI as they are more likely to sustain damage from the hazard event. For the Hays County project area, it is estimated that 123,815 people or 79.6% percent of the total project area population (155,550) live within the WUI. Figure 13-6 on the following page shows the wildland urban interface and the threat of wildfire across the Hays County planning area.

Critical facilities located within the WUI of the Hays County planning area are listed in Table 13-4 below.

Table 13-4: Critical Facilities in the Wildland Urban Interface (WUI)

Critical Facilities
All facilities in all participating jurisdictions.

Figure 13-6: Wildland Urban Interface, Hays County

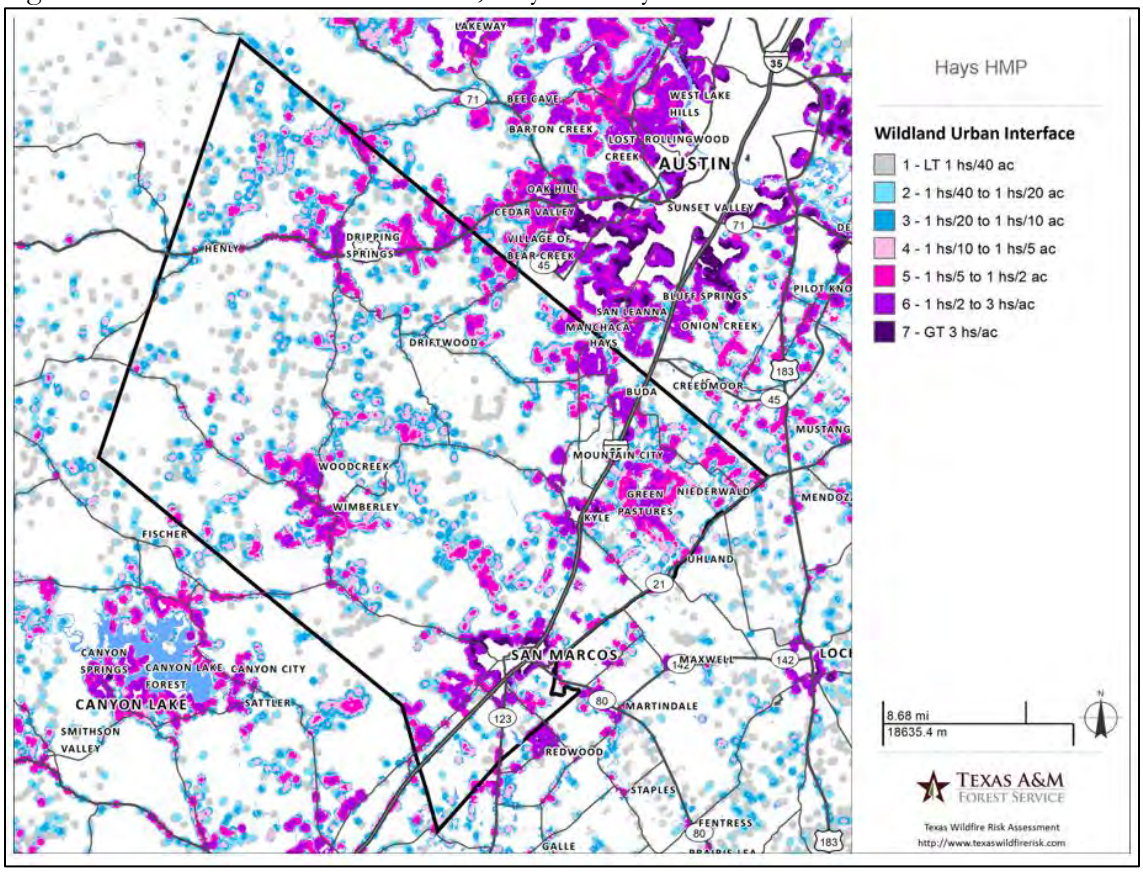


Figure 13-7: Wildland Urban Interface, Dripping springs ISD

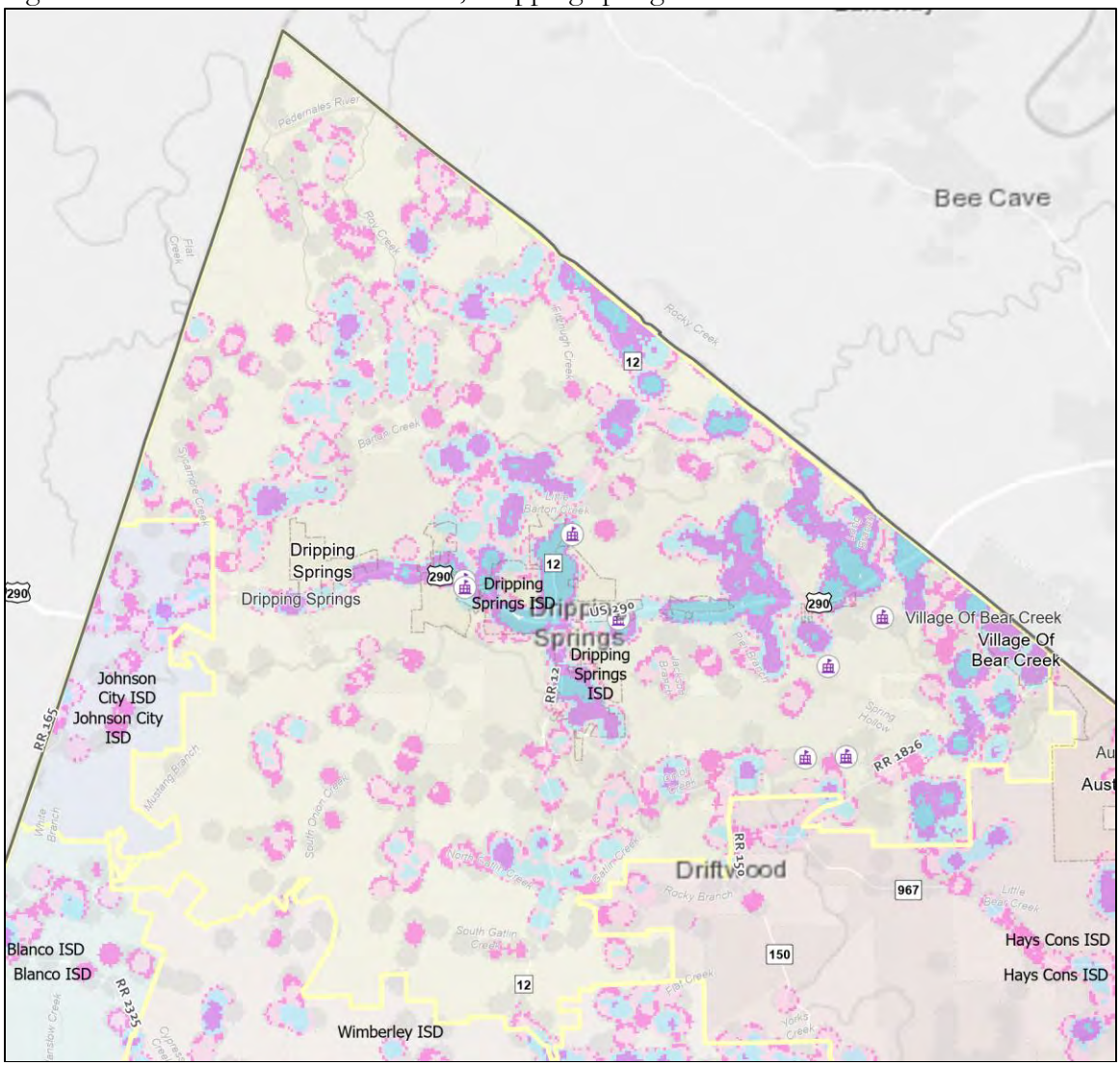
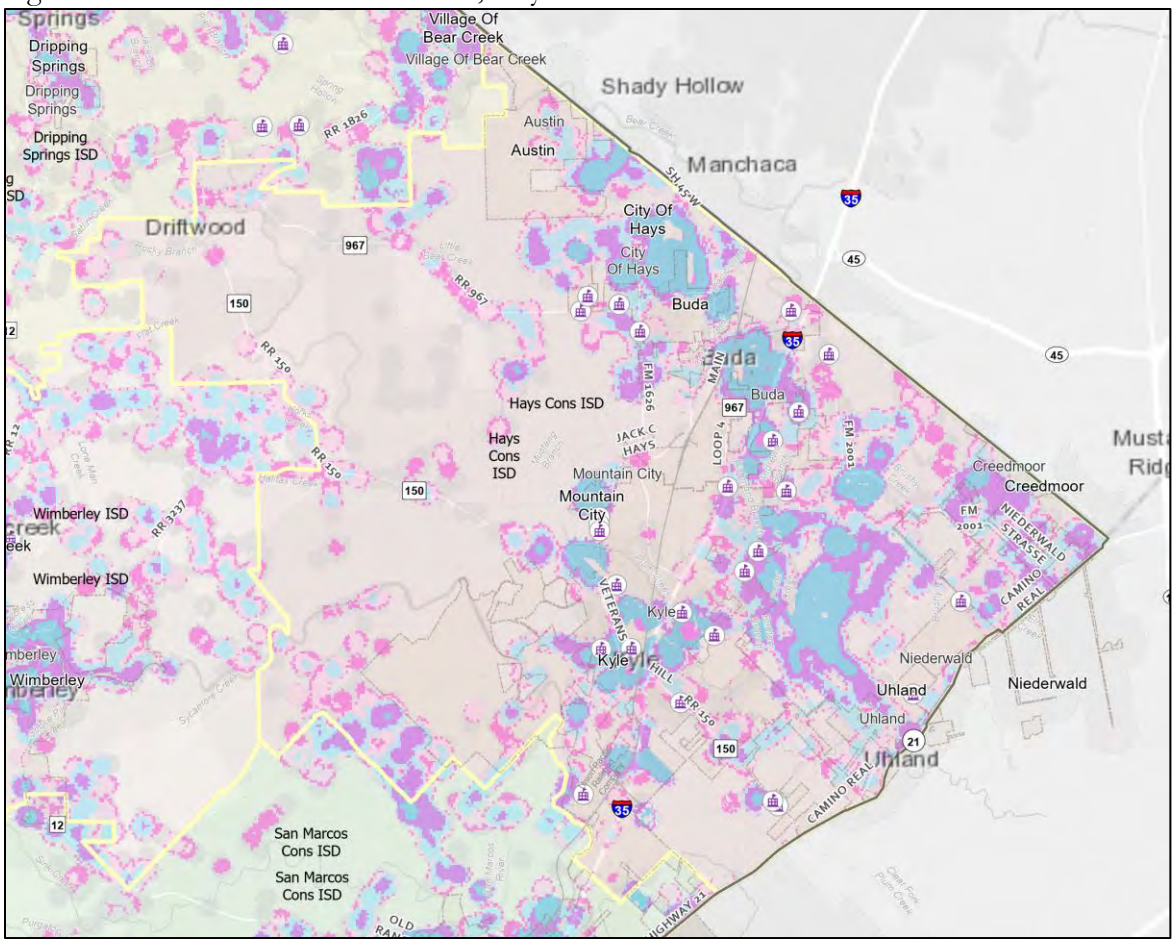
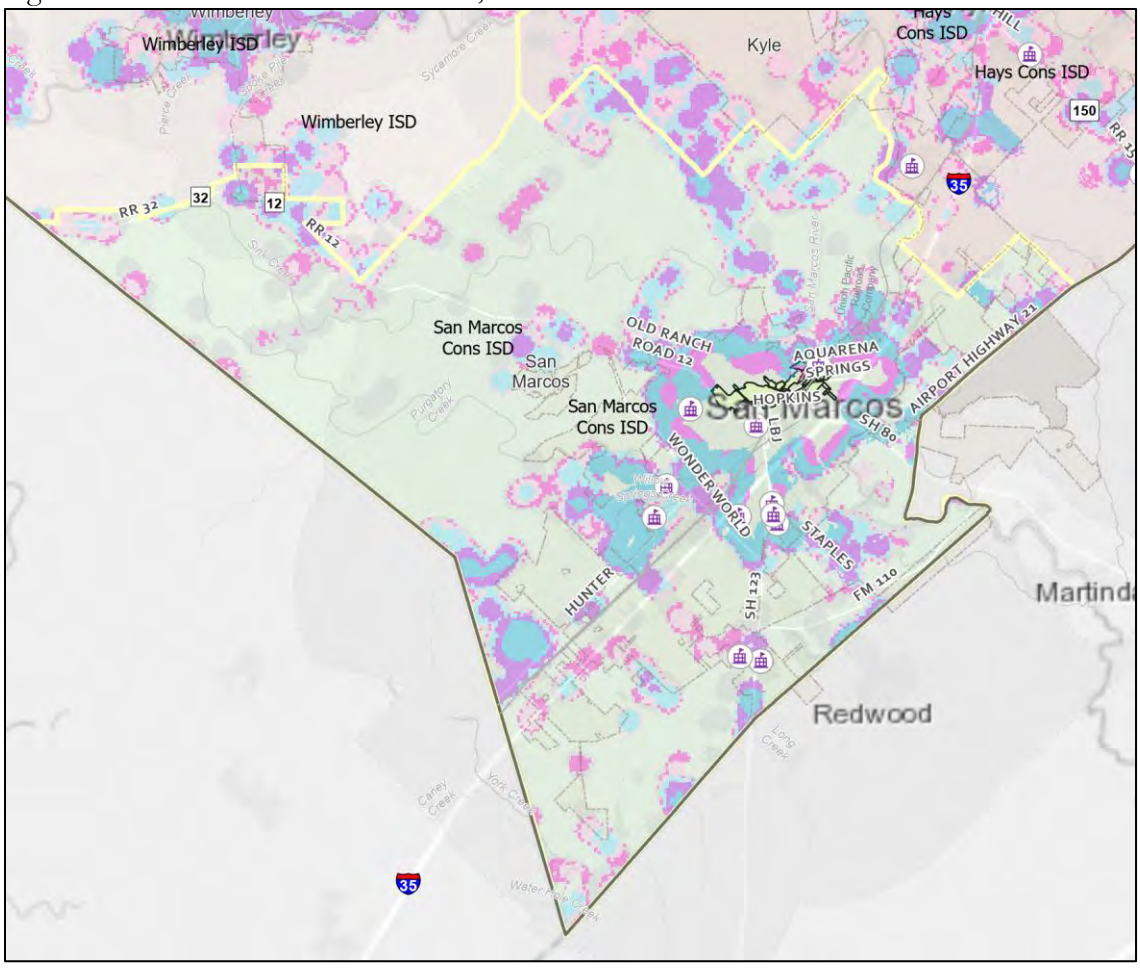


Figure 13-8: Wildland Urban Interface, Hays Consolidated ISD



Item # 14.

Figure 13-9: Wildland Urban Interface, San Marcos Consolidated ISD



Item # 14.

Figure 13-10: Wildland Urban Interface, Wimberley ISD

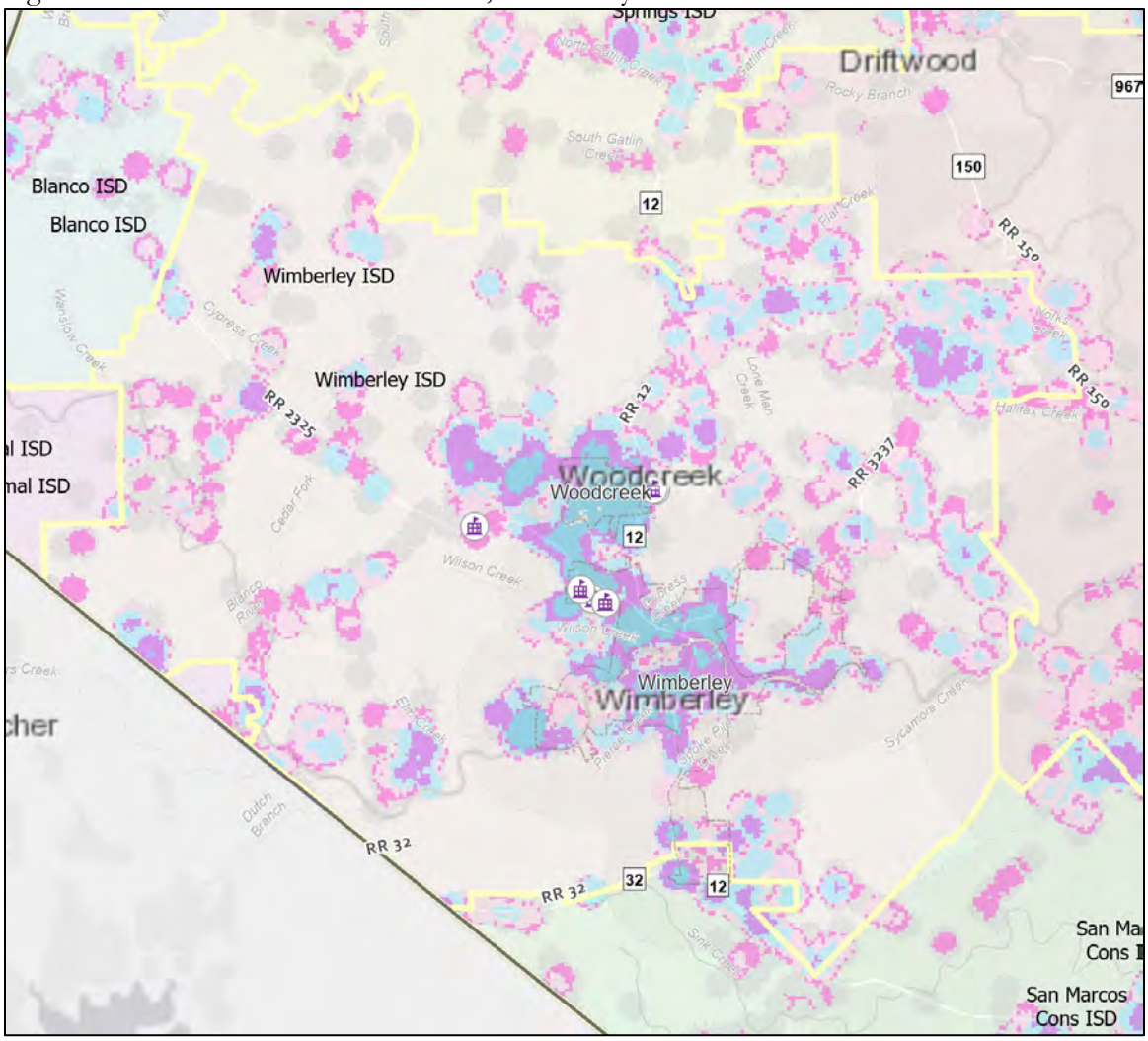
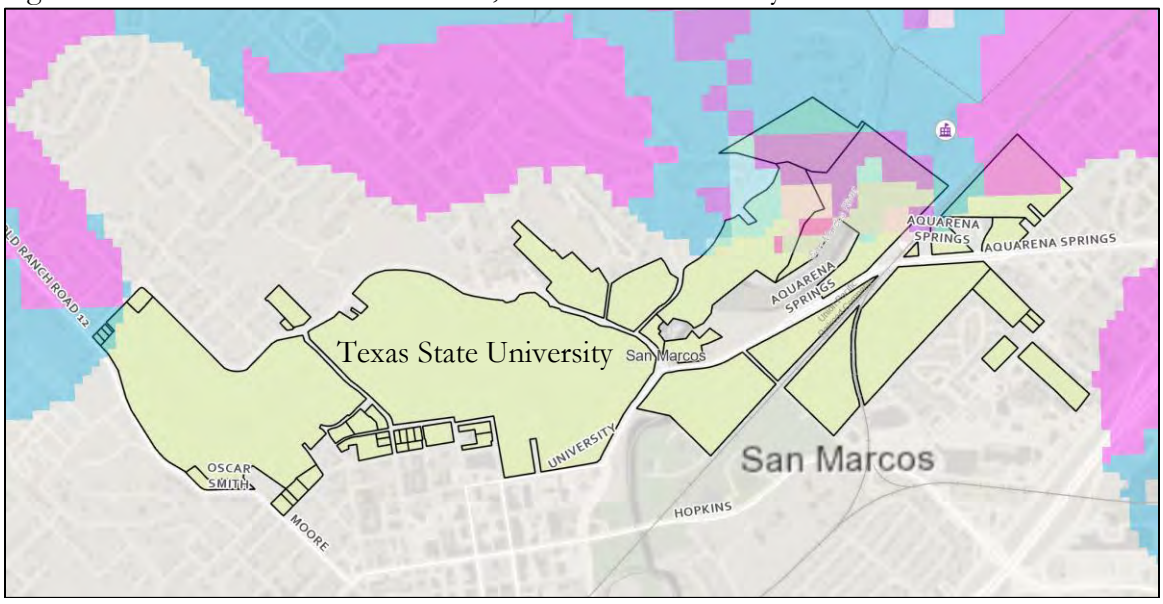


Figure 13-11: Wildland Urban Interface, Texas State University

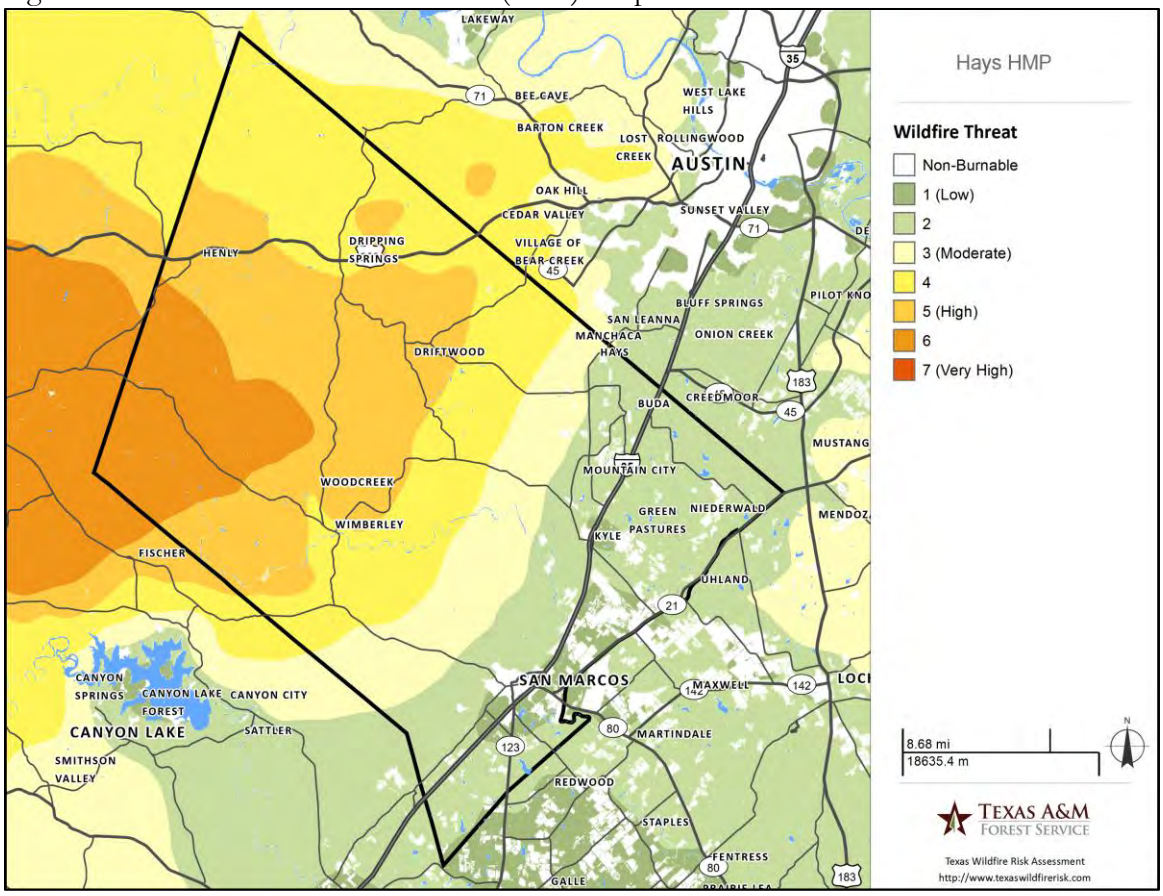


Wildfire Threat is the likelihood of a wildfire occurring or burning into an area. Threat is derived by combining a number of landscape characteristics including surface fuels and canopy fuels, resultant fire behavior, historical fire occurrence, percentile weather derived from historical weather observations, and terrain conditions. These inputs are combined using analysis techniques based on established fire science.

The measure of wildfire threat used in the Texas Wildfire Risk Assessment (TWRA) is called Wildland Fire Susceptibility Index, or WFSI. WFSI combines the probability of an acre igniting (Wildfire Ignition Density) and the expected final fire size based on rate of spread in four weather percentile categories. WFSI is defined as the likelihood of an acre burning. Since all areas in Texas have WFSI calculated consistently, it allows for comparison and ordination of areas across the entire state. For example, a high threat area in East Texas is equivalent to a high threat area in West Texas.

To aid in the use of Wildfire Threat for planning activities, the output values are categorized into seven (7) classes. These are given general descriptions from Low to Very High threat. Figure 13-12 below shows Hays County and the threat of wildfire across the planning area and all participating jurisdictions. The highest wildfire threat can be seen in the western most areas of the Hays County Planning area with the participating jurisdictions of Dripping Springs, Wimberley, and Woodcreek exhibiting the highest risk. The school districts and Texas State University exhibit the same overall vulnerability and impacts as the jurisdictions and surrounding areas in which they are coincident. Texas State University exhibits the highest high threat of wildfire in the northeast area of the campus but the impacts are low because these areas have been left undeveloped.

Figure 13-12: Wildland Urban Interface (WUI) Response



Source: https://wrap.texaswildfirerisk.com

Wildfire Ignition Density is the likelihood of a wildfire starting based on historical ignition patterns. Occurrence is derived by modeling historic wildfire ignition locations to create an average ignition rate map. The ignition rate is measured in the number of fires per year per 1000 acres.

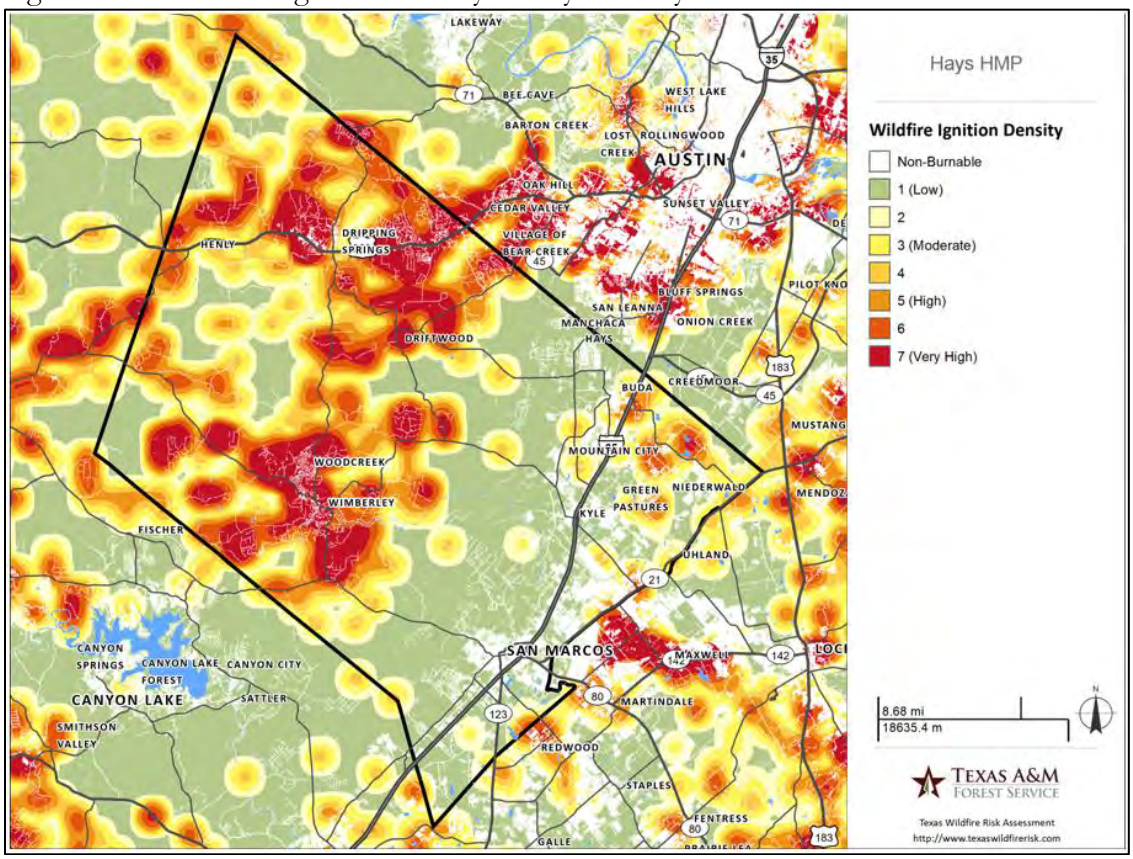
Five years of historic fire report data was used to create the ignition points for all Texas fires. Data was obtained from federal, state and local fire department report data sources for the years 2005 to 2009. The compiled wildfire occurrence database was cleaned to remove duplicate records and to correct inaccurate locations. The database was then modeled to create a density map reflecting historical fire ignition rates.

The measure of wildfire occurrence used in the Texas Wildfire Risk Assessment (TWRA) is called the Wildfire Ignition Density. Wildfire Ignition Density is a key input into the calculation of the Wildfire Threat output. In particular, with most Texas fires being human caused, there is a repeatable spatial pattern of fire ignitions over time. This pattern identifies areas where wildfires are most likely to ignite and prevention efforts can be planned accordingly. To aid in the use of Wildfire Ignition Density for planning activities, the output values are categorized into seven (7) classes reflecting average ignition rates. These are given general descriptions from Low to Very High.[9] This Wildfire Ignition Density Map further

[9]Texas Wildfire Risk Summary Report for Hays County, txwrap.com

reinforces the earlier finding that the Cities of Dripping Springs, Wimberley, and Woodcreek generally exhibit the highest wildfire threat in the Hays County Planning area.

Figure 13-13: Wildfire Ignition Density in Hays County



Source: https://wrap.texaswildfirerisk.com

The impacts from a wildfire to the Hays County planning area would be severe based on the overall moderate to high-risk rating. This would include air quality degradation due to the wildfire producing large amounts of smoke and other pollutants. This situation can cause health problems for residents, especially those with respiratory issues. If the wildfire is severe enough, or close enough to populated areas, it can result in the need for evacuations. Evacuating can be a traumatic experience for many people, especially if they must leave their homes and possessions behind, including pets. Wildfires often harm or destroy homes, businesses, and other buildings, leading to significant property damage. They can cause power outages, which can disrupt normal life and can cause economic impacts, especially to places that depend on tourism or agriculture. The loss of power and disruption to normal life can result in financial losses for businesses and individuals.

To reduce these vulnerabilities and impacts, cities can take steps to prepare for wildfires, such as creating evacuation plans, conducting regular fire drills, implementing building codes and other regulations to reduce fire risk, and working with fire departments to improve fire suppression and response capabilities.

SECTION 14: SEVERE WINTER STORMS

Description

A severe winter storm event is when temperatures hover below freezing and precipitation includes freezing ice, snow, and sleet. Strong winds often accompany severe winter storms and combines with freezing precipitation to produce a low wind chill. Severe winter storms may include snowstorms, blizzards, cold waves and ice storms. Snowstorms include four or more inches of snow in a 12-hour period. Blizzards are characterized by low temperatures and strong winds in excess of 35 mph with large amounts of drifting snow. A cold wave is a winter cold front with a drastic drop in temperature. An ice storm occurs when rain falls out of the warm and moist upper layers of the atmosphere into a cold and dry layer near the ground. The rain freezes on contact with the cold ground and accumulates on exposed surfaces. If a half inch of rain freezes on trees and utility wires, damage can occur, especially if accompanied by high winds. Half an inch is used as the criteria before an icing event is categorized as an "ice storm." Winter storm events are generally mild and short-lived in the Central Texas region. Figure 14-1 below lists the types of severe winter storms that can impact the planning area and a description of the winter weather conditions that accompany the severe weather alert issued by the National Weather Service (NWS).

Table 14-1: Extent Scale – Winter Weather Alerts

Winter weather advisory	This alert may be issued for a variety of severe conditions. Weather advisories may be announced for snow, blowing or drifting snow, freezing drizzle, freezing rain, or a combination of weather events.
Winter storm watch	Severe winter weather conditions may affect your area (freezing rain, sleet or heavy snow may occur separately or in combination).
Winter storm warning	Severe winter weather conditions are imminent.
Freezing rain or freezing drizzle	Rain or drizzle is likely to freeze upon impact, resulting in a coating of ice glaze on roads and all other exposed objects.
Sleet	Small particles of ice usually mixed with rain. If enough sleet accumulates on the ground, it makes travel hazardous.
Blizzard warning	Sustained wind speeds of at least 35 mph are accompanied by considerable falling or blowing snow. This alert is the most perilous winter storm with visibility dangerously restricted.
Frost/freeze warning	Below freezing temperatures are expected and may cause significant damage to plants, crops and fruit trees.

Wind chill	A strong wind combined with a temperature slightly below freezing can have the same chilling effect as a temperature nearly 50 degrees lower in a calm atmosphere. The combined cooling power of the wind and temperature on exposed flesh is called the wind−chill factor.

Location

Severe winter storm events are not confined to specific geographic boundaries and vary in intensity and duration. All existing and future buildings, facilities, and populations in the Hays County planning area are considered to be uniformly exposed to a winter storm hazard and could potentially be impacted.

Extent

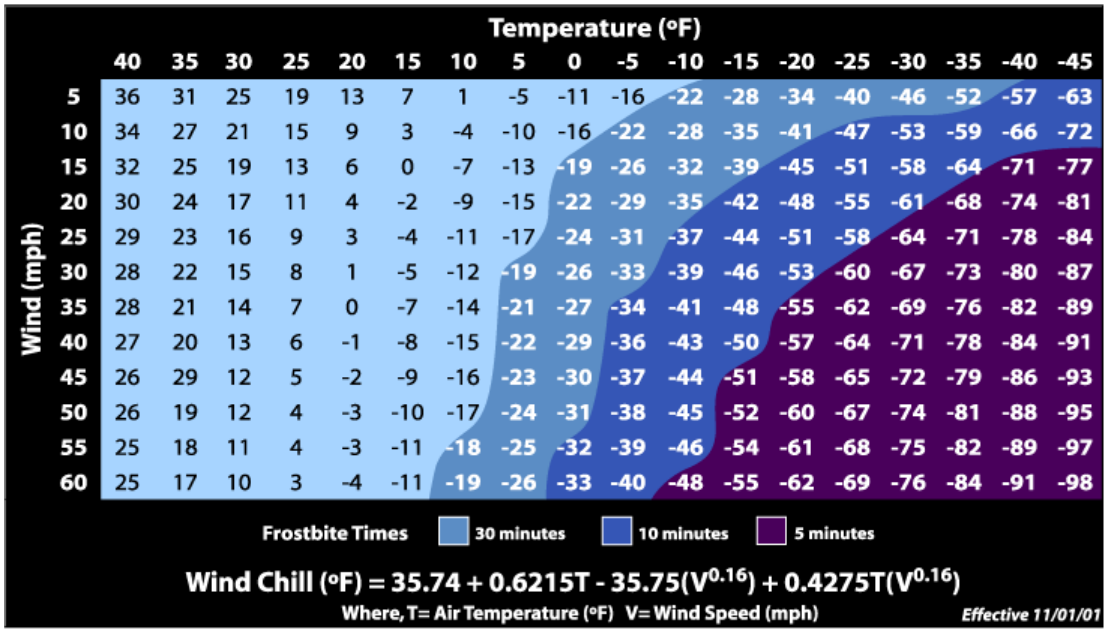
The extent or magnitude of a severe winter storm is measured by on an intensity scale from "Mild" to "Severe" based on temperature ranges and snow accumulation levels. Table 14-1, Magnitude of Severe Winter Storms, is an index developed by the National Weather Service (NWS). This table should be referenced with the wind chill factor, Figure 14-2, to better determine the intensity of a winter storm. Based on past events, the planning area can expect to experience severe winter storms with extreme intensity in the future.

Table 14-2: Magnitude of Severe Winter Storms

Intensity	Temperature Range (Fahrenheit)	Extent Description
Mild	40˚-50˚	Winds less than 10 mph and freezing rain or light snow falling for short durations with little or no accumulations
Moderate	30˚-40˚	Winds 10 – 15 mph and sleet and/or snow up to 4 inches
Significant	25˚-30˚	Intense snow showers accompanied with strong gusty winds, between 15 and 20 mph with significant accumulation
Extreme	20˚-25˚	Wind driven snow that reduces visibility, heavy winds (between 20 to 30 mph), and sleet or ice up to 5 millimeters in diameter
Severe	Below 20˚	Winds of 35 mph or more and snow and sleet greater than 4 inches

Wind chill temperature is a measure of how cold the wind makes real air temperature feel to the human body. Since wind can dramatically accelerate heat loss from the body, a 30° day would feel just as cold as a calm day with 0° temperatures. Figure 14-2 is a chart for calculating wind chill using the wind speed and air temperature. Please note that it is not applicable in calm winds or when the temperature is over 50°F.

Figure 14-1: Wind Chill Chart



Source: National Weather Service

Historical Occurrences

Based on NCEI data, from 1997 through August 2023 the Hays County planning area experienced 27 severe winter events in the form of winter storms, winter weather, and heavy snow. No injuries or fatalities were reported for the following severe winter events.

Table 14-3: Historical Occurrences of Severe Winter Weather Events in Hays County

Location	Date	Type	Deaths	Injuries	Property Damage	Crop Damage
Hays	1/7/1997	Winter Storm	0	0	$0	$0
Hays	1/11/1997	Winter Storm	0	0	$0	$0
Hays	12/23/1998	Winter Storm	0	0	$0	$0
Hays	12/12/2000	Winter Storm	0	0	$0	$0
Hays	11/28/2001	Winter Storm	0	0	$0	$0
Hays	2/24/2003	Winter Storm	0	0	$0	$0
Hays	12/7/2005	Winter Storm	0	0	$0	$0
Hays	1/15/2007	Winter Storm	0	0	$125,000	$0
Hays	2/3/2011	Winter Storm	0	0	$0	$0
Hays	11/26/2013	Winter Weather	0	0	$0	$0
Hays	1/23/2015	Winter Weather	0	0	$0	$0
Hays	2/16/2015	Winter Weather	0	0	$0	$0
Hays	12/7/2017	Winter Weather	0	0	$0	$0
Hays	1/16/2018	Winter Storm	0	0	$0	$0
Hays	2/5/2020	Winter Weather	0	0	$0	$0
Hays	1/10/2021	Winter Storm	0	0	$0	$0
Hays	2/11/2021	Winter Storm	0	0	$0	$0

Hays	2/13/2021	Winter Storm	0	0	$0	$0
Hays	2/15/2021	Extreme Cold/Wind Chill	0	0	$0	$0
Hays	2/16/2021	Winter Storm	0	0	$0	$0
Hays	1/11/2022	Winter Weather	0	0	$0	$0
Hays	1/20/2022	Winter Weather	0	0	$0	$0
Hays	2/3/2022	Winter Storm	0	0	$0	$0
Hays	2/12/2022	Winter Weather	0	0	$0	$0
Hays	12/22/2022	Extreme Cold/Wind Chill	0	0	$0	$0
Hays	1/30/2023	Winter Storm	0	0	$0	$0
Hays	2/1/2023	Winter Storm	0	0	$2,400,000	$0

Significant Events

February 1, 2023 – Hays County

A cold front brought a shallow layer of cold air. Warm, moist southeasterly flow above this cold air produced light freezing rain and freezing drizzle for several days. Freezing rain began around 1 PM on January 30 and continued off and on through February 2. By 5:15 PM on January 30 an eighth of an inch of ice had accumulated in Dripping Springs. By the end of the event 0.5 of ice had accumulated in Dripping Springs, 0.38 in Wimberley and Driftwood, and 0.25 in Buda. The ice brought down trees and tree branches in Wimberley and Dripping Springs. The cost of damages was estimated at $2.4 million. The Pedernales Electric Cooperative, headquarters in Johnson City, provides electricity to most of Blanco and Burnet Counties and parts of Edwards, Real, Kerr, Williamson, Travis, Hays, Comal, and Kendall Counties, reported $13 million in damage. This damage is likely included in the damage estimates reported by the counties.

Probability of Future Events

According to historical records the Hays County planning area experiences approximately one winter storm event every year. The probability of a future winter storm event occurring in the planning area is **highly likely**, with a winter storm likely to occur within the next year.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

All infrastructure, critical facilities, populations, and buildings in the Hays County planning area are vulnerable to severe winter events. Winter weather such as ice hazards and extremely cold temperatures, as well as snow present a risk to the planning area.

Populations of people and animals are subject to direct health risks from extended exposure to cold air and precipitation. Animals, such as pets and livestock, typically cannot survive the effects of direct exposure to severe winter weather and should be provided shelter. In addition, House fires can occur more frequently during winter storm events due to increased and improper use of alternative heating sources which can cause injury or deaths. Moreover, house fires during winter storms present a greater danger because some areas may not be

easily accessible due to icy roads and water supplies may freeze and impede firefighting efforts. The people most at risk to the effects of severe winter storms are children younger than 5 and older adults over 65. Vulnerable populations are at greater risk of death from hypothermia during these events, especially in the rural areas of the county where populations are sparse, icy roads may impede travel, and there are fewer neighbors to check in on the elderly.

The planning area has a total population of 269,225 according to the 2022 ACS population estimate. Those over the age of 65 represent 12.1% (32,508) of the total population and children under the age of 5 represent 5.8% (15,529) of the total population. The total population of the county that is estimated to be below the poverty level is 10.0% (26,986). Table 7-4 presents the 2022 American Community Survey population and age cohort estimates below.

Table 14-4: Populations at Greater Risk by Jurisdiction

Jurisdiction	Population 65 and Older	Population Under 5	Population Below Poverty Level
Hays County	32,508	15,529	26,986
City of Buda	1,465	993	1,179
City of Dripping Springs	945	313	168
City of Hays	51	4	13
City of Kyle	3,579	3,606	3,457
City of Mountain City	113	71	9
City of Niederwald	165	117	238
City of Uhland	125	143	138
City of Wimberley	673	15	219
City of Woodcreek	815	113	76
Village of Bear Creek	113	26	2

Source: 2022 American Community Survey (Note: County totals include both incorporated and unincorporated areas)

Public and private infrastructure is also vulnerable to severe winter storms. These events can disrupt electric service for long periods of time. In addition, extended periods of freezing temperatures can cause water pipes to freeze and crack. The buildup of ice can cause power lines and tree limbs to break under the weight, potentially causing damage to property or the electric grid. During these times of ice and snow accumulation, response times will increase until public works road crews are able to clear roads of ice, snow, and other obstructions.

Historic Severe Winter Storm Impacts

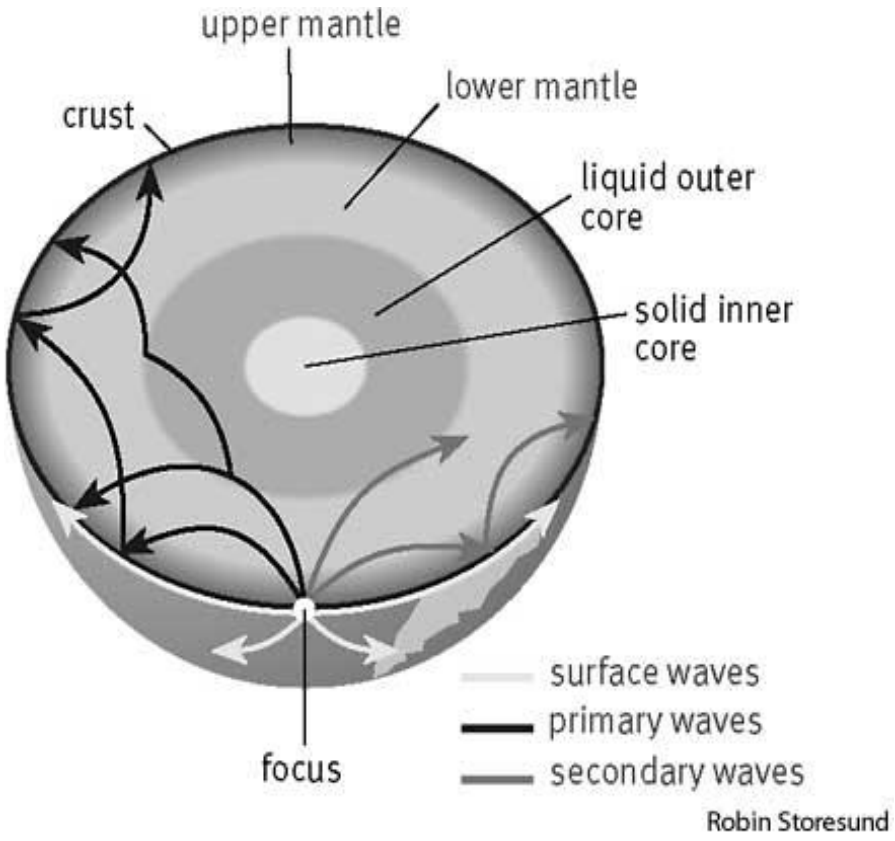
A total of $2,525,000 of property damage was reported over the 25-year period of analysis across the Hays County planning area. Based on historical records and in relation to the loss estimates from other hazards, annual severe winter storm impacts are considered to be High.

SECTION 15: EARTHQUAKES

Description

An earthquake is the shaking of the surface of the Earth resulting from the sudden release of energy created by a movement along fault lines in the earth's crust. Earthquakes can range in size from those that are so weak that they cannot be felt to those violent enough to throw people and destroy whole cities. Most earthquake-related property damage and deaths are caused by the failure and collapse of structures due to ground shaking. The level of damage that results from an earthquake depends on the extent and duration of the shaking. Earthquakes produce three type of energy waves as described in Figure 15-1 below.

Figure 15-1: Energy Waves Caused by Earthquakes



Source: *"earthquake". The American Heritage® Science Dictionary. Houghton Mifflin Company. 20 Oct. 2017. <http://www.dictionary.com/browse/earthquake>.*

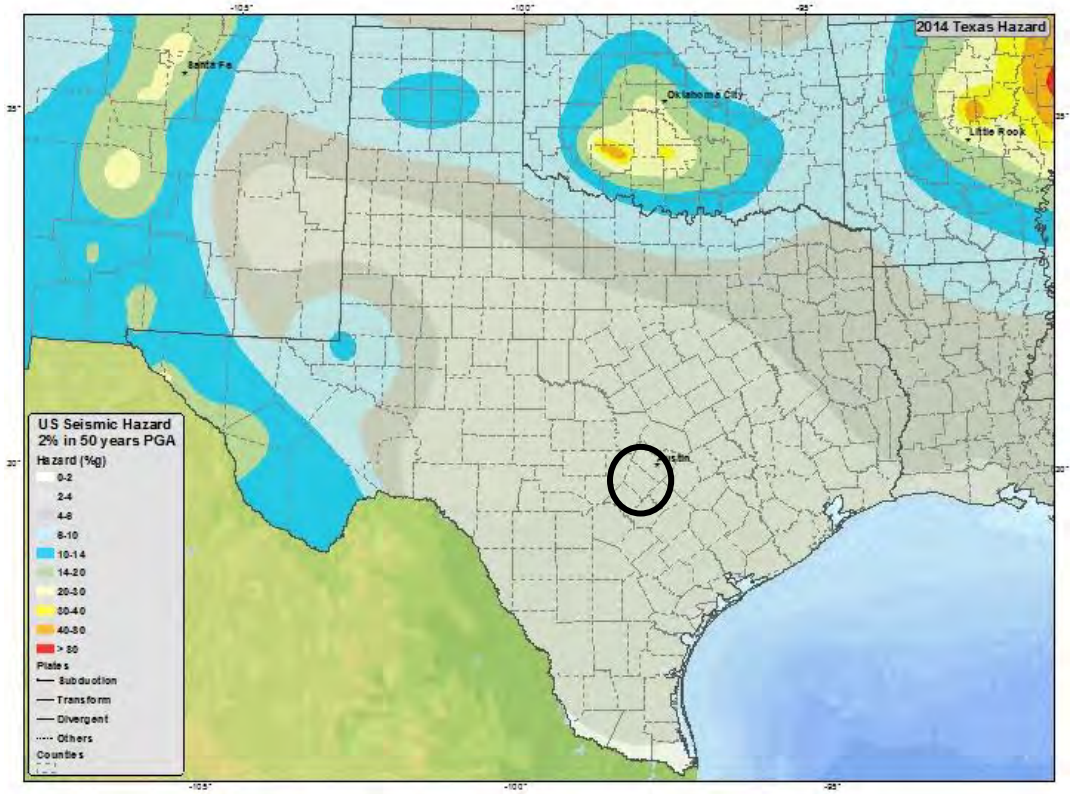
Primary (P) waves have a push-pull type of vibration. Secondary (S) waves have a side-to-side type of vibration. Both P and S waves travel deep into Earth, reflecting off the surfaces of its various layers. S waves cannot travel through the liquid outer core. Surface (L) waves—named after the nineteenth-century British mathematician A.E.H. Love—travel along Earth's surface, causing most of the damage of an earthquake.

Location

Locations in West Texas and the Panhandle experience the highest frequency of earthquakes in the state. Figure 15-2 below shows locations of earthquake hazard with 2% variations in the probability for Peak Ground Acceleration of various intensities over 50 years in Texas.

The map illustrates the generally low risk of earthquakes in Texas with most of the state having less than a 4-8% probability of having a very weak ground shaking event over 50 years. The planning area encompassed by Hays County shares the same probability of 4-8% likelihood of an earthquake over 50 years. Core Planning Team Members have indicated that this frequency is consistent with what they have experienced.

Figure 15-2. USGS Seismic Hazard Risk Map



Source: https://www.usgs.gov/programs/earthquake-hazards

Extent

The magnitude or extent of an earthquake is measured on the Richter Scale. An earthquake's magnitude is determined by the amount of ground motion measured on a seismograph. This measurement is then corrected to compensate for the distance from the epicenter. The scale is a logarithmic or a 'power of ten' scale. For example, if a magnitude 4.8 earthquake caused ground motion of 1 inch at a particular location, a 5.8 would cause ground motion of 10 inches at the same epicenter. Earthquakes above 7 on the Richter scale are considered severe. Table 15-1 provides examples of the effects of earthquakes at different magnitudes. Based on historical evidence, a 4.1 magnitude earthquake is the highest that can be expected in the planning area.

Table 15-1: Earthquake magnitude and corresponding effects

Magnitude	Earthquake Effects
Less than 2.5	Usually not felt, but can be recorded by seismograph
2.5 to 5.4	Often felt, but only causes minor damage
5.5 to 6.0	Slight damage to buildings and other structures
6.1 to 6.9	May cause a lot of damage in very populated areas
7.0 to 7.9	Major earthquake. Serious damage
Greater than 8.0	Great earthquake. Can totally destroy communities near the epicenter

Most of the damage done by an earthquake typically occurs in the areas nearest the epicenter which have the highest intensities. Each earthquake occurrence only has one magnitude rating but different locations experience difference surface intensities since damage will usually become less severe as one moves away from the epicenter.

The Modified Mercalli Intensity (MMI) scale is used by scientists to describe the extent of an earthquake felt in different locations. The MMI uses Roman numerals to avoid confusion with the Richter Scale and is numbered between 1-12. Table 15-2 below provides descriptions of the MMI levels.

Table 15-2: Modified Mercalli Intensity (MMI) scale

MMI	What people feel, or what damage occurs.
I	Not felt except by a very few people under special conditions. Detected mostly by instruments.
II	Felt by a few people, especially those on the upper floors of buildings. Suspended objects may swing.
III	Felt noticeably indoors. Standing automobiles may rock slightly.
IV	Felt by many people indoors, by a few outdoors. At night, some people are awakened. Dishes, windows, and doors rattle.
V	Felt by nearly everyone. Many people are awakened. Some dishes and windows are broken. Unstable objects are overturned.
VI	Felt by everyone. Many people become frightened and run outdoors. Some heavy furniture is moved. Some plaster falls.
VII	Most people are alarmed and run outside. Damage is negligible in buildings of good construction, considerable in buildings of poor construction.
VIII	Damage is slight in specially designed structures, considerable in ordinary buildings, great in poorly built structures. Heavy furniture is overturned.
IX	Damage is considerable in specially designed buildings. Buildings shift from their foundations and partly collapse. Underground pipes are broken.
X	Some well-built wooden structures are destroyed. Most masonry structures are destroyed. The ground is badly cracked. Considerable landslides occur on steep slopes.
XI	Few, if any, masonry structures remain standing. Rails are bent. Broad fissures appear in the ground.
XII	Virtually total destruction. Waves are seen on the ground surface. Objects are thrown into the air.

Source: USGS - https://pubs.usgs.gov/gip/earthq4/severitygip.html

Historical Occurrences

Based on United States Geographical Services (USGS) Earthquake Catalog of events, from 1923 through 2023 the Hays County planning area did not experience any earthquakes. This is consistent with accounts by Core Planning Team Members that earthquakes have not occurred in the past.

Table 15-3 below provides details for each earthquake in or around the planning area with date, locational, and specific magnitude information. There have been no seismic events of sufficient size recorded in the planning area, however, there was one event to the south in Comal County which was recorded in 1982.

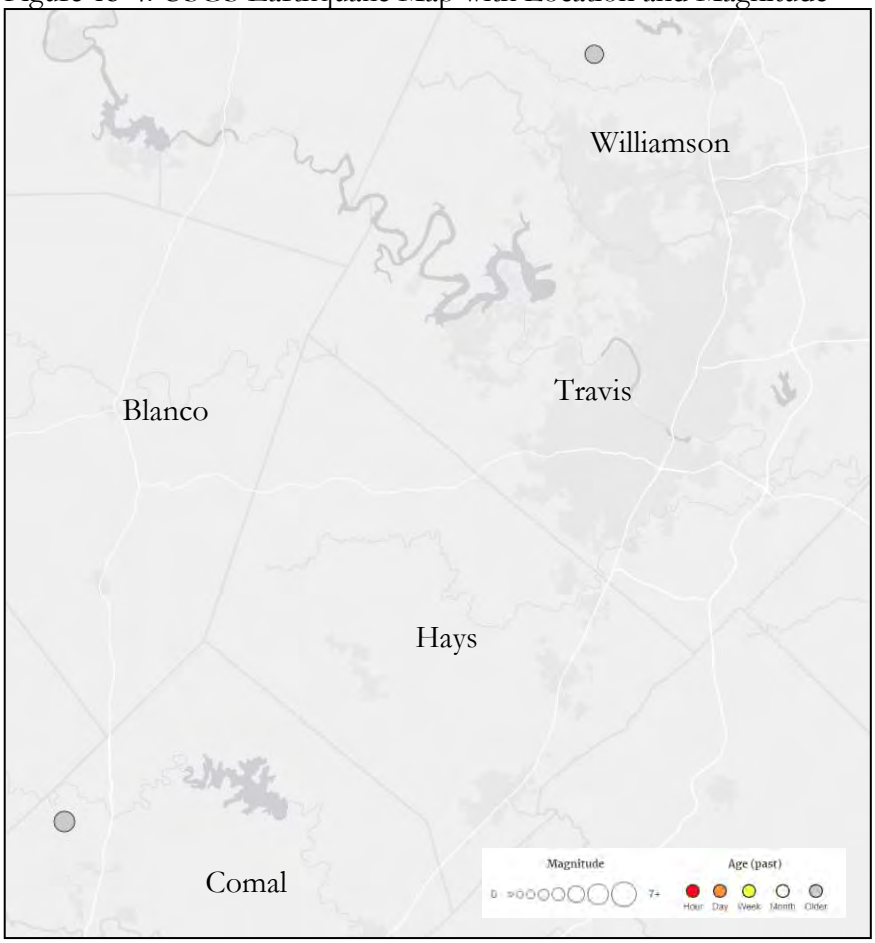
Table 15-3: Historical Occurrences of Earthquakes in and around Hays County

Date	Location	Magnitude
3/28/1982	11 kilometers north of Bulverde (Comal Co)	3.0
9/3/2015	7 kilometers north northeast of Leander (Travis County)	2.9

Source: https://earthquake.usgs.gov/earthquakes

The USGS earthquake map, Figure 15-4, shows the location and magnitude of the earthquakes that have occurred in and around the Hays County planning area.

Figure 15-4: USGS Earthquake Map with Location and Magnitude



Source: https://earthquake.usgs.gov/earthquakes

Significant Events

March 28, 1982 – Comal County

At 6:00 AM on March 28, 1982, a magnitude 3.0 earthquake had its epicenter 11 kilometers North of Bulverde and a depth of 5 kilometers.

Probability of Future Events

Based on the USGS estimates in the seismic hazard risk map provided at the beginning of this section, the planning area has a 4-8% chance of experiencing an earthquake over the next 50 years. Over the 100-year period of USGS data there have been no occurrences of earthquakes in the Hays County planning area. Based on most recent data, the probability of an earthquake occurring somewhere in the planning area in the next year is **unlikely**.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

Historical earthquake impacts for the area are 0 for number of deaths, injuries, property damage, and crop damage. This does not mean that there haven't been any impacts due to earthquakes in the planning area, only that there have not been any impacts recorded. All structures, assets, and populations within Hays County, including participating jurisdictions and Water, are vulnerable to the impacts of earthquakes. The recent history of rapidly increasing earthquake activity in the area appears to overlay exactly with the distribution and proliferation of wastewater injection wells associated with oil and gas drilling.

Aside from buildings, roads, and bridges, underground assets like utilities can also be severely affected by earthquakes, depending on their magnitude and epicenter. Subterranean utilities that can be impacted by earthquakes include underground sanitary sewer collection systems, which may rupture or backup, drinking water distribution pipes that can become contaminated if pressure gaps occur, allowing untreated groundwater to enter, and gas and underground power lines that can also be damaged, generating hazardous conditions.

SECTION 16: DAMS

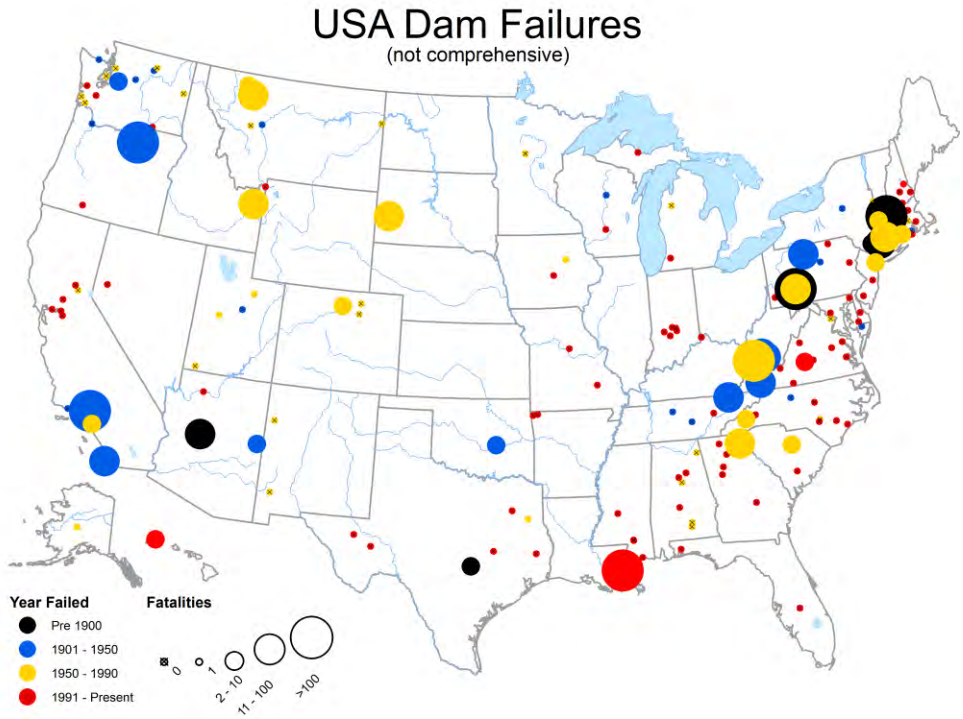
Description

Dams are water storage, control, or diversion structures that impound water upstream in reservoirs. Benefits provided by dams include water supplies for drinking, irrigation, and industrial uses. Dams also provide flood control, hydroelectric power, recreation, and navigation. At the same time, dams also represent a risk to public safety. Dams require ongoing maintenance, monitoring, safety inspections, and sometimes even rehabilitation to continue safe service.

Figure 16-1: Five-Mile Dam

Dam failure can take several forms, including a collapse of or breach in the structure. Hundreds of dam failures have occurred throughout U.S. history. These failures have caused immense property and environmental damages and have taken thousands of lives. As the nation's dams age and population increases, the potential for deadly dam failures grows. No one knows precisely how many dam failures have occurred in the U.S., but they have been documented in every state. From January 2005 through June 2013, state dam safety programs reported 173 dam failures and 587 "incidents" - episodes that, without intervention, would likely have resulted in dam failure. The graphic below depicts the history of dam failures throughout the United States.

Figure 16-2: USA Dam Failures



Source: damsafety.org/dam-failures

In the event of a dam failure, the energy of the water stored behind the dam is capable of causing rapid and unexpected flooding downstream, resulting in loss of life and substantial property damage. A devastating effect on water supply and power generation could be expected as well. The causes of dam failures are many but they are most likely to happen for one of five reasons.

1. **Overtopping** caused by water spilling over the top of a dam. Overtopping of a dam is often a precursor of dam failure. National statistics show that overtopping due to inadequate spillway design, debris blockage of spillways, or settlement of the dam crest account for approximately 34% of all U.S. dam failures. Overtopping can happen after periods of prolonged rainfall and flooding for which the dam was not designed or failure of upstream dams in the same drainage basin.
2. **Foundation Defects**, including settlement and slope instability, cause about 30% of all dam failures.
3. **Cracking** caused by movements like the natural settling of a dam.
4. **Inadequate maintenance and upkeep.**
5. **Piping** is when seepage through a dam is not properly filtered and soil particles continue to progress and form sink holes in the dam. [See an animation of a piping failure.] Another 20% of U.S. dam failures have been caused by piping (internal erosion caused by seepage). Seepage often occurs around hydraulic structures, such as pipes and spillways; through animal burrows; around roots of woody vegetation; and through cracks in dams, dam appurtenances, and dam foundations.

Location

Figures 16-3 and 16-4, provide a summary and illustrate general locations for each dam in the planning area. Currently, there are 50 dams located in the Hays County planning area: 21

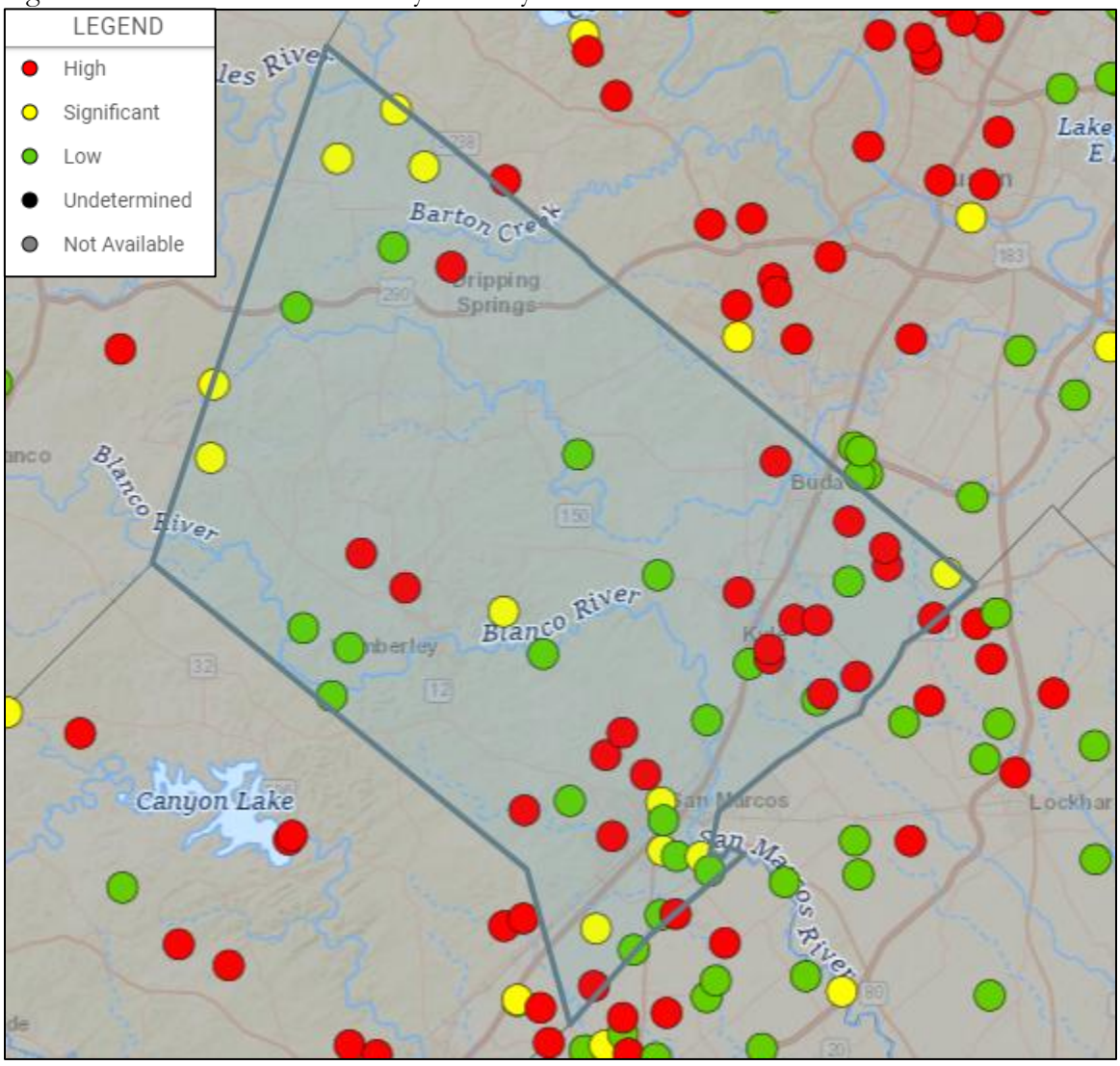
are classified as "high-hazard", 11 as "significant-hazard", 18 as "low-hazard" dams, zero as "undetermined," and zero as "not available."

Figure 16-3: Dam Summary for Hays County, Texas

50 Total Dams	**61 years** Average Dam Age	**90%** High Hazard Potential Dams with an EAP	**0%** Federally Regulated Dams
		0% Dams with Hydropower	**58%** State-Regulated Dams

Source: https://nid.sec.usace.army.mil

Figure 16-4: Dam Locations in Hays County



Source: https://nid.sec.usace.army.mil, NID

The survey of dams within the Hays County planning area is presented in Table 16-1 below. The survey provides the dam's name, the year built, height of dam, normal storage in acre feet of the impoundment, max storage, and the hazard potential.

Table 16-1: Hays County Dam Survey

Dam Name	Year Completed	Height (Ft.)	Normal Storage (Acre Ft.)	Max Storage (Acre Ft.)	Hazard Potential
Hays County Park Lake Dam	1964	8	60	584	Low
Upper San Marcos River WS SCS Site 4		101	183	54	High
Upper San Marcos River WS SCS Site 2	1985	51	93	347	High
Upper San Marcos River WS SCS Site 1	1983	80	304	250	High
Plum Creek WS SCS Site 11 Dam	1962	32	247	345	High
Plum Creek WS SCS Site 4 Dam	1962	34	93	100	High
Plum Creek WS SCS Site 7 Dam	1975	36	86	584	High
Plum Creek WS SCS Site 6 Dam	1967	34	156	54	High
Plum Creek WS SCS Site 10 Dam	1963	36	183	347	High
Upper San Marcos River WS SCS Site 3	1991	60	127	250	High
Plum Creek WS SCS Site 12 Dam	1963	28	197	345	High
Plum Creek WS SCS Site 16 Dam	1975	41	199	100	High
York Creek WS SCS Site 5 Dam	1963	41	587	584	High
Upper San Marcos River WS NRCS Site 5 Dam	1989	73.5	161	54	High
Lake Laurel Dam	1977	16.3	47	347	High
River Oaks Ranch Dam		25	101	250	Significant
Plum Creek WS SCS Site 3 Dam	1962	26	72	345	High
Plum Creek WS SCS Site 1 Dam	1966	33	180	100	High
Plum Creek WS SCS Site 2 Dam	1969	38	199	584	High
Plum Creek WS SCS Site 5 Dam	1963	42	197	54	High
Little Barton Creek Dam		14	37	347	High
Pierce Lake Dam	1974	37	209	250	Low
Brown Ranch Dam	1962	24	100	345	Low
Parkers Pond Dam	1970	21	96	100	Significant
Reeves Lake Dam	1962	20	55	584	Low
Solar Bliss Dam		22	35	54	Significant
Purola Lake Dam	1967	37	156	347	Significant
Larsen Dam		20.5	13	250	Significant

Clear Lake Dam	1952	17	60	345	Low
Barron Lake Dam	1967	25	130	100	Low
Scrutchin Lake Dam	1958	30	154	584	Low
Webster Lake Dam	1958	20	120	54	Low
Lone Man Dam		13	17.5	347	Significant
McAlister Ranch Dam No. 4	1975	17	31	250	Significant
Commings Dam	1905	10	194	345	Significant
Sycamore Creek Dam		29	56	100	Low
Boy Scout Dam	1957	11	123	584	Low
Md Heatly Dam	1965	18	52	54	Low
Lutringer Lake Dam	1970	26	108	347	Low
Seven H Ranch Lake Dam	1963	21	39	250	Significant
John F Baugh Dam	1955	15	100	345	Low
Centerpoint Dam		25	0	100	Low
Aquarena Dam	1849	7	132	584	Significant
San Marcos State Fish Hatchery	1948	21	43	54	Significant
Boes Ski Lake Dam	2012	34.5	18	347	Low
Rio Vista Dam	1904	8	61	250	Low
Cottonwood Creek Detention Dam		13	650	345	Low
Alexander Lake Dam	1973	20	18	100	Low
Cullen Country Lake Dam		16	25	345	High
Hog Creek Dam	1974	15.3	9	100	High

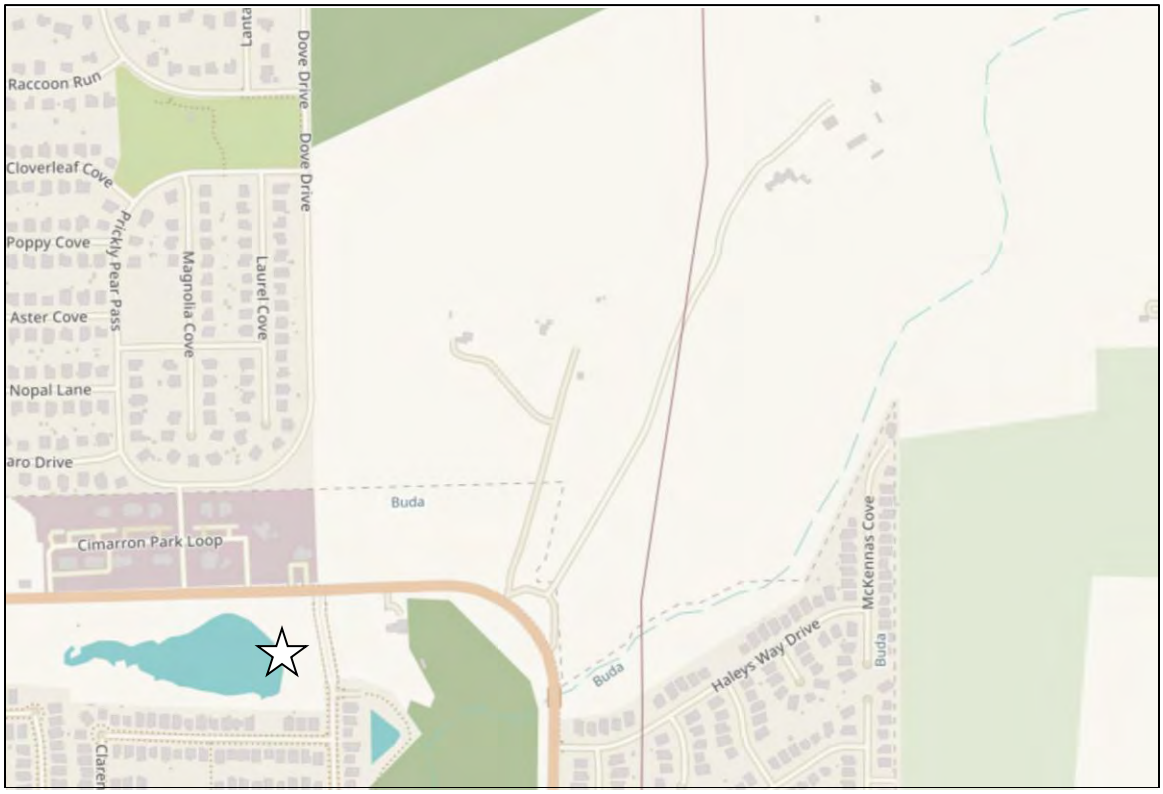
Source: https://nid.sec.usace.army.mil, NID

All census blocks within five miles of a dam with a maximum storage capacity of 100,000 acre-feet or more are considered at risk of potential dam failure hazards. For dams with a maximum storage capacity between 10,000- and 100,000-acre feet, all census blocks within three miles are considered to be at risk to potential dam failure hazards. For dams with a maximum storage capacity of less than 10,000 acre-feet, all census blocks within one mile are considered to be at risk from potential dam failure hazards.

For this Hazard Mitigation Plan, the planning team coordinated with local dam owners so that the impacts of dam failure to downstream communities could be more fully understood. The Hays County Office of Emergency Services also continues to collaborate annually or as the need arises with Natural Resources Conservation Services (NRCS), Hays County Soil and Water Conservation District, Upper San Marcos Watershed Reclamation FCD, and Plum Creek Conservation District and other dam owners. This is done to review and update emergency action plans based on results of inspection reports or as new data

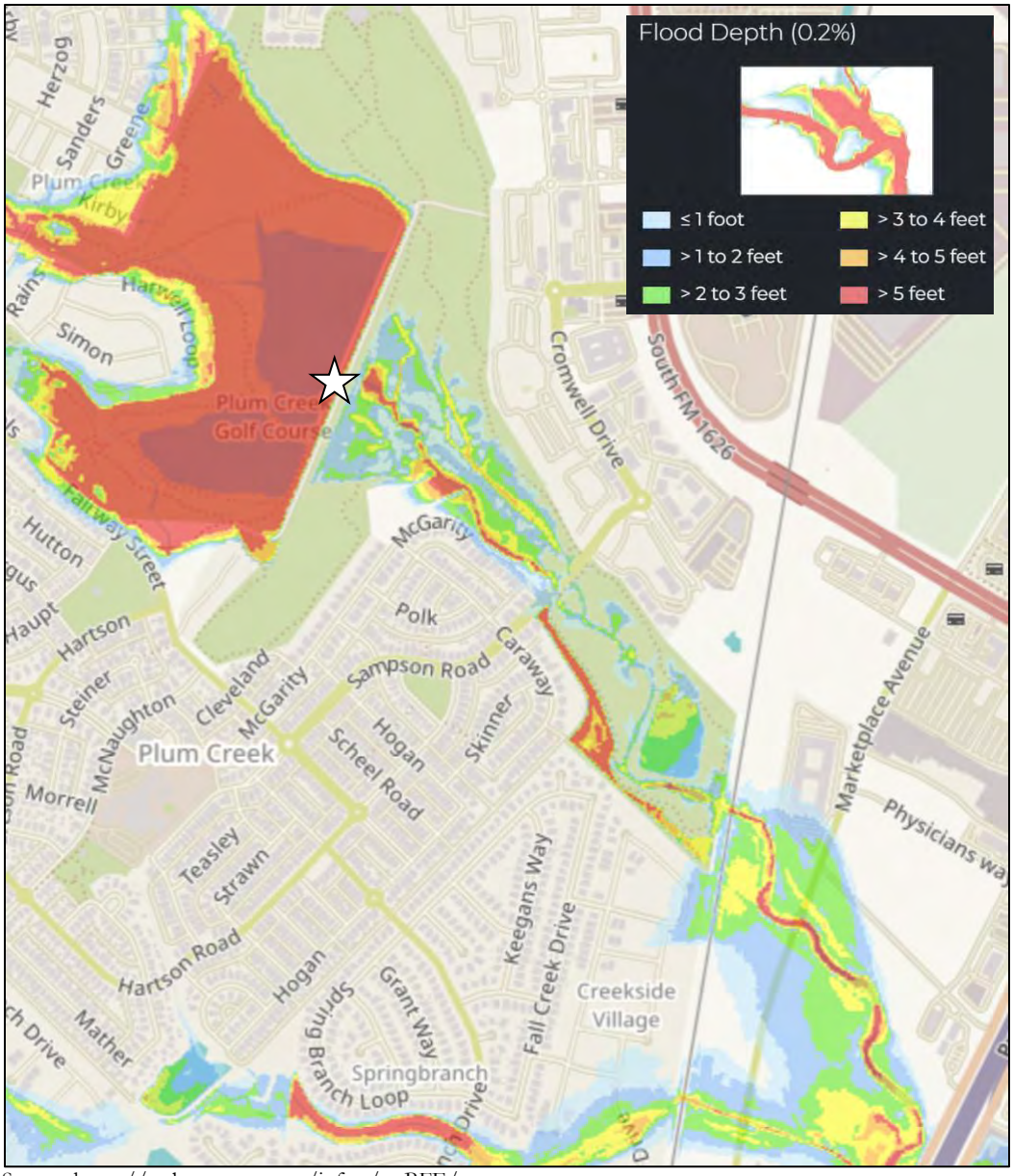
becomes available. The Upper San Marcos River Watershed Emergency Action Plan includes inundation maps for SCS Sites #1-5 and this data was used to help determine the extent and location of flooding in the event of dam failure. No other detailed studies or inundation maps could be made available to determine precise extent and location data as well as impact to downstream populations for this plan and this data deficiency has been addressed in the mitigation strategy section as action item 16 for Hays County in Section 17, titled Mitigation Strategy.

Cullen Country Lake Dam



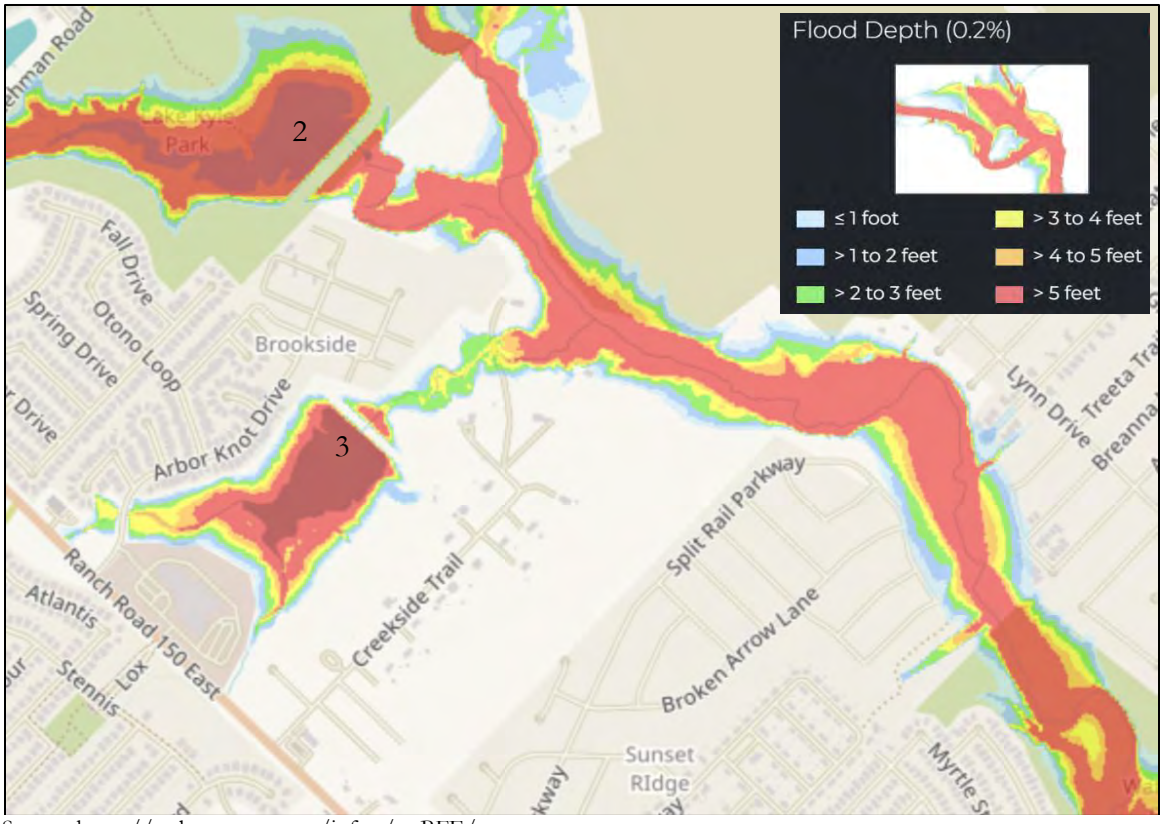
Source: https://webapps.usgs.gov/infrm/estBFE/

Plum Creek WS SCS Site 1 Dam



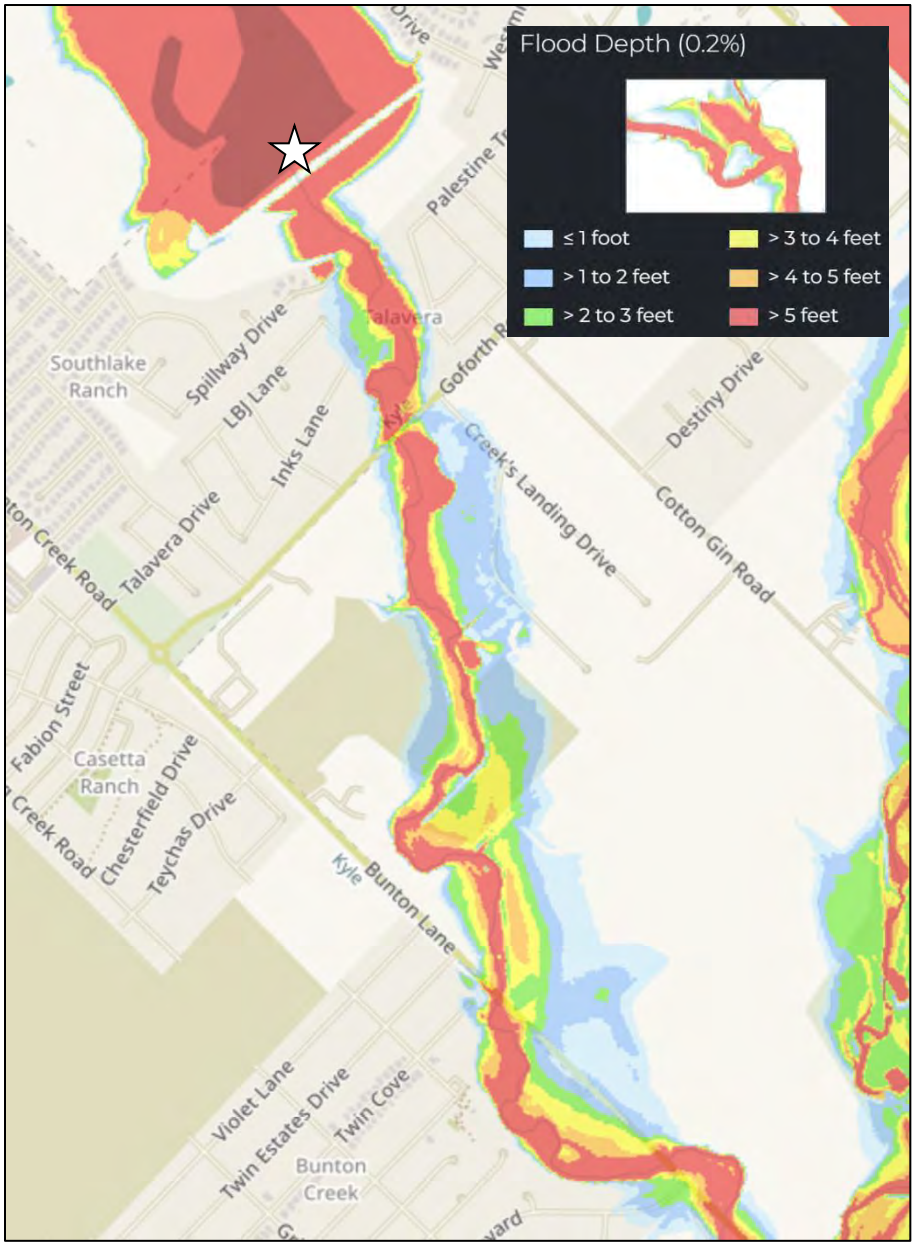
Source: https://webapps.usgs.gov/infrm/estBFE/

Plum Creek WS SCS Sites 2 &3 Dams



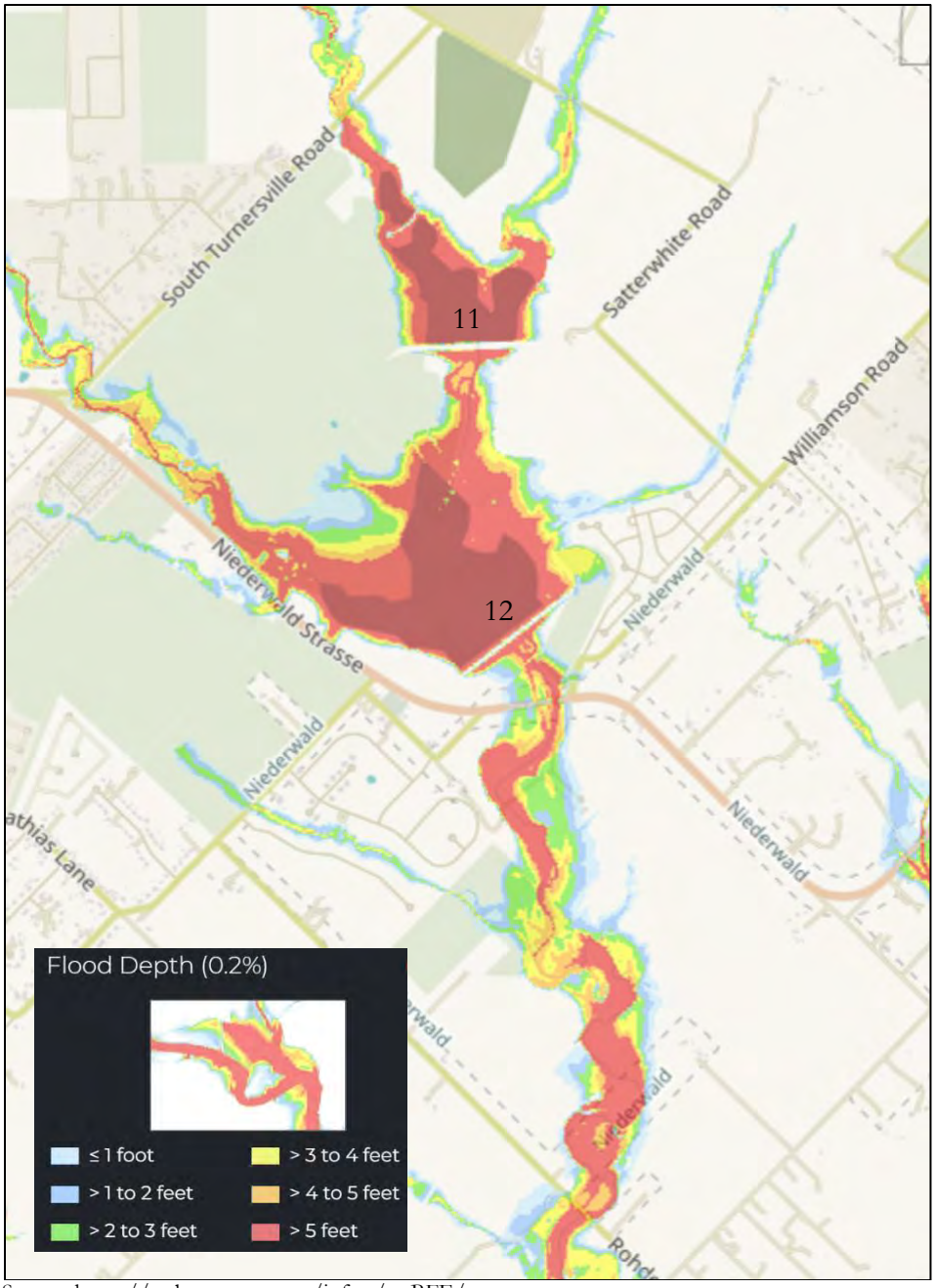
Source: https://webapps.usgs.gov/infrm/estBFE/

Plum Creek WS SCS Site 5 Dam



Source: https://webapps.usgs.gov/infrm/estBFE/

Plum Creek WS SCS Sites 11 & 12 Dams

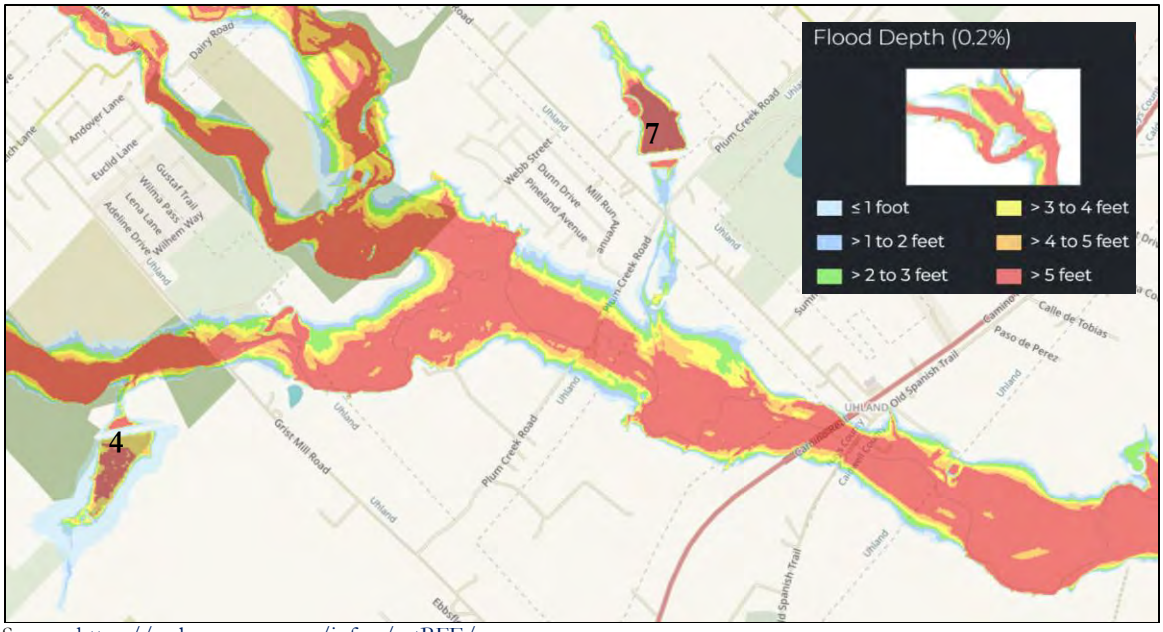


Source: https://webapps.usgs.gov/infrm/estBFE/

Plum Creek WS SCS Site 16 Dam

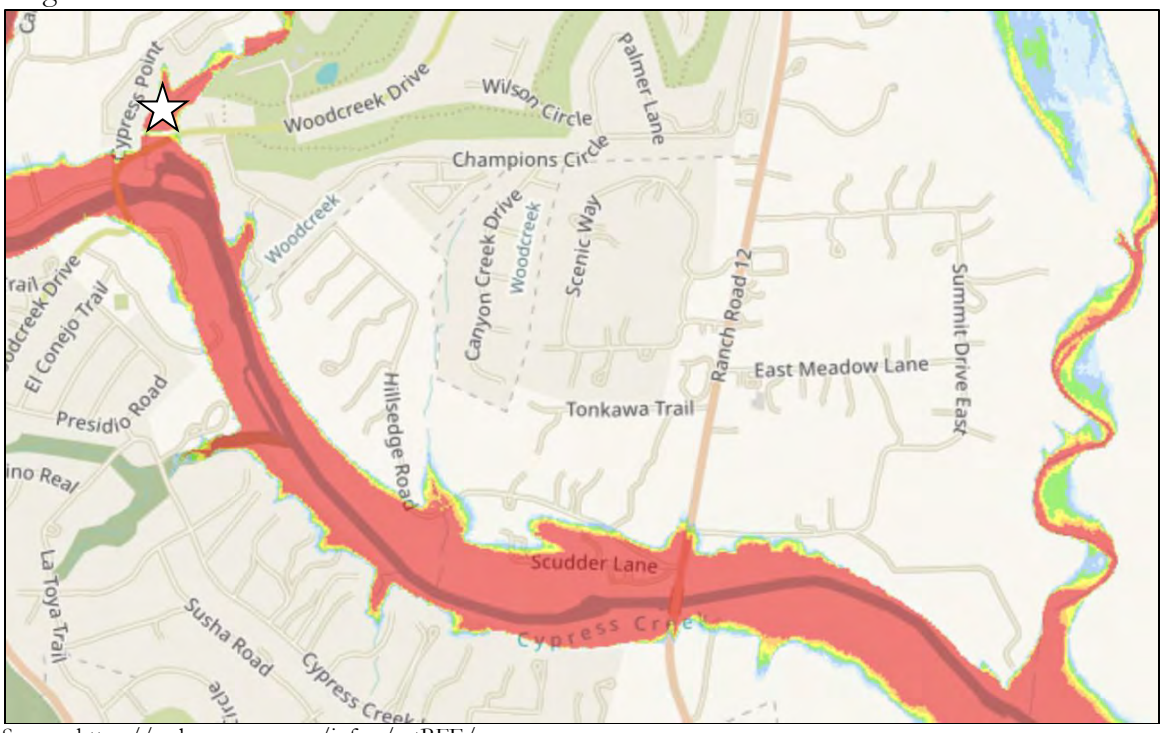
Source: https://webapps.usgs.gov/infrm/estBFE/

Plum Creek WS SCS Sites 4 & 7 Dams



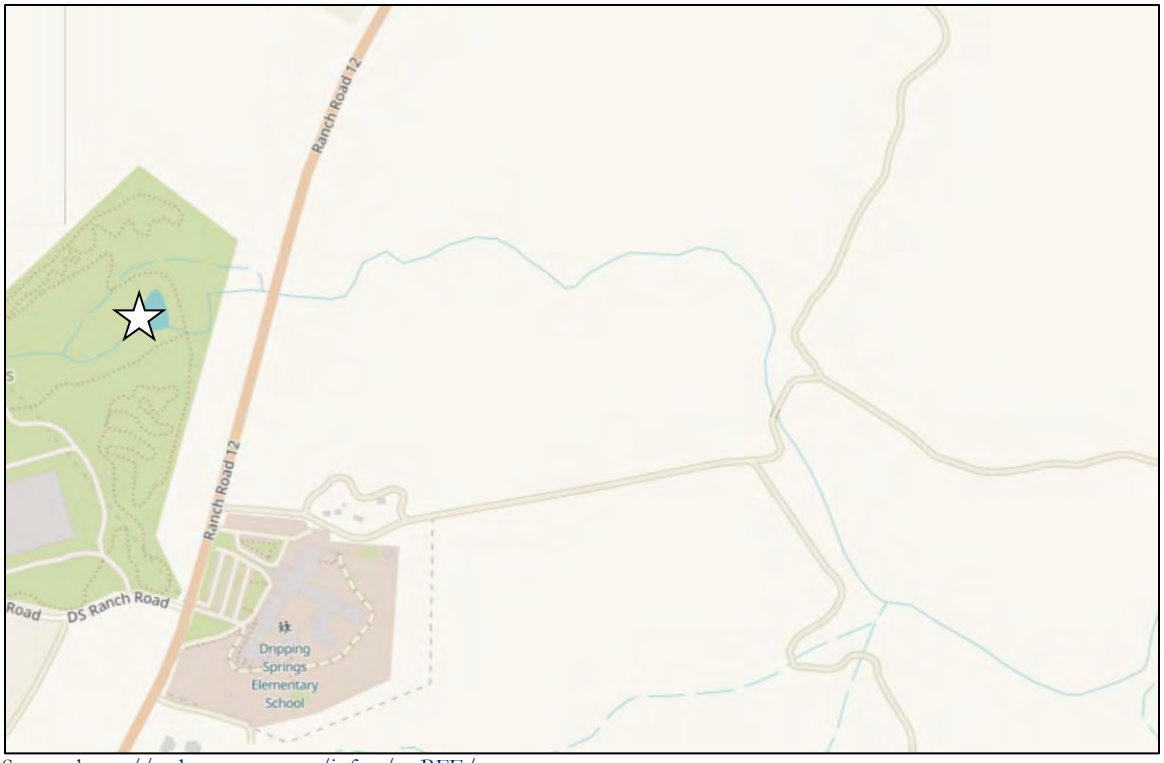
Source: https://webapps.usgs.gov/infrm/estBFE/

Hog Creek Dam



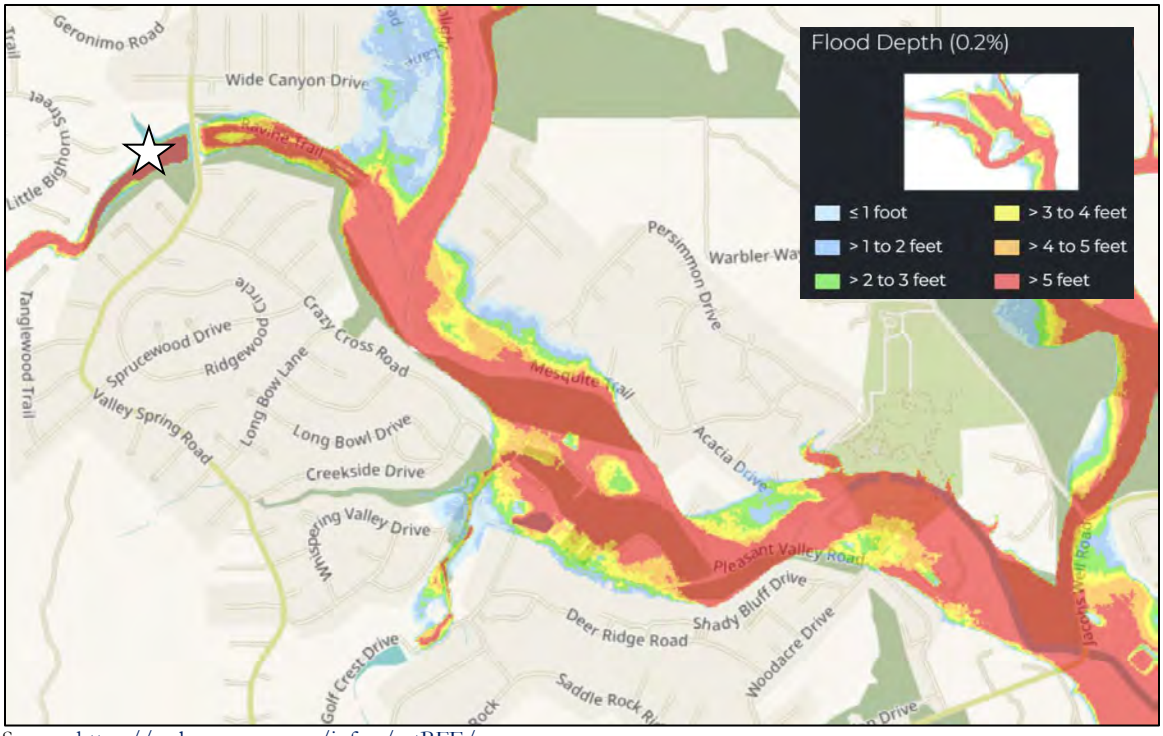
Source: https://webapps.usgs.gov/infrm/estBFE/

Little Barton Creek Dam



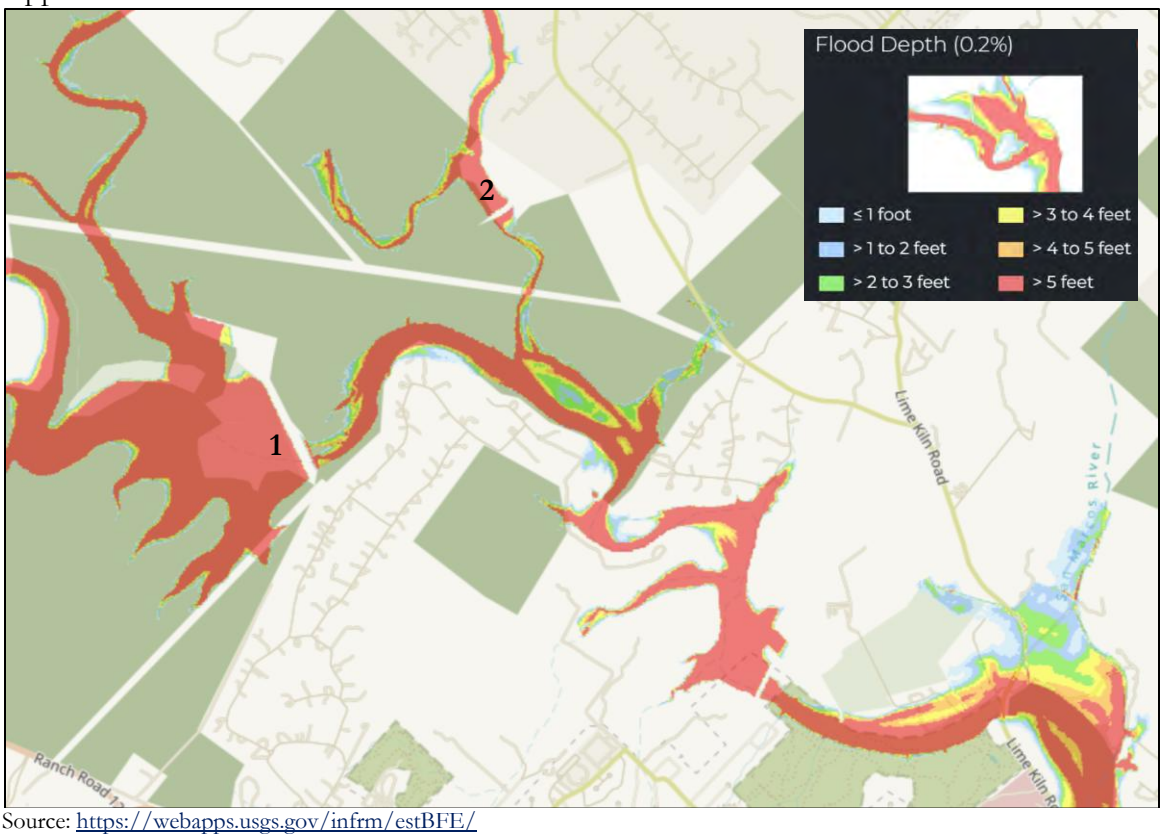
Source: https://webapps.usgs.gov/infrm/estBFE/

Lake Laurel Dam



Source: https://webapps.usgs.gov/infrm/estBFE/

Upper San Marcos River WS SCS Sites 1 & 2 Dams



Source: https://webapps.usgs.gov/infrm/estBFE/

Upper San Marcos River WS SCS Site 4

Source: https://webapps.usgs.gov/infrm/estBFE/

Extent

The extent or magnitude of a dam failure event is described in terms of the classification of damages that could result from a dam's failure; not the probability of failure. The National Interagency Committee on Dam Safety defines high hazard dams as those where failure or mis-operation would cause loss of human life. Low hazard potential dams are those at which failure or mis-operation probably would not result in loss of human life but would cause limited economic and/or environmental losses. Losses would be limited mainly to the owner's property. Classifications for dam failure extent are found in Table 16-2 below.

Table 16-2: Extent Classifications

Hazard Potential Classification	Loss of Human Life	Dam Storage Capacity
Low	None Expected	Less than 10,000 acre-feet
Significant	Probable (1 to 6)	Between 10,000 and 100,000 acre-feet
High	Loss of Life Expected (7 or More)	100,000 acre-feet or more

Table 16-3 represents the extent or magnitude of a dam failure event that could be expected for the Hays County planning area as well as participating jurisdictions. The 'Extent Classification' column was determined by assessing max volume storage capacity, elevation, history of failure, classification information, condition, and potential severity based on population downstream. Low threat of dam failure suggests that there is a low number of dams in the area, the distance from population centers is high and/or the dams represented have a relatively small water storage area. A high hazard potential dam represents a structure that impounds a large amount of water, greater than 100,00- acre-feet or more, and is upstream of a developed area or areas. Loss of life is expected and economic loss is significant in the event of a catastrophic dam failure.

Table 16-3: Extent for Hays County and Participating Jurisdictions

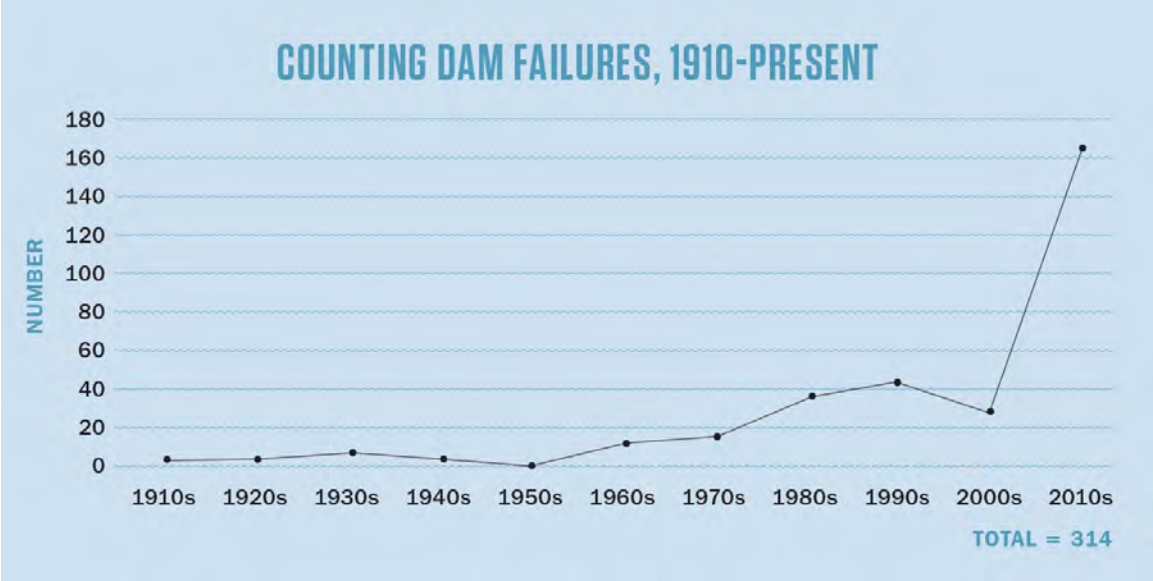
Jurisdiction	Number of High Hazard Dams	Extent Classification	Dam Names
Hays County	14 – High	High	Little Barton Creek Dam, Cullen Country Lake Dam, Lake Laurel Dam, Hog Creek Dam, Plum Creek WS SCS Sites 4-7, 10-12 & 16 Dams, Upper San Marcos River WS SCS Sites 1, 2, and 4.
City of Buda	1 - High	High	Cullen Country Lake Dam
City of Dripping Springs	None	Low	
City of Hays	None	Low	
City of Kyle	4 – High	High	Soil Conservation Service Sites 1-3 and 5 Dams
City of Mountain City	None	Low	
City of Niederwald	3 – High	High	Plum Creek WS SCS Sites 11 & 12 Dams, Plum Creek WS SCS Site 16 Dam
City of Uhland	2 – High	High	Plum Creek WS SCS Sites 4 & 7 Dams
City of Wimberley	1 – High	High	Hog Creek Dam

City of Woodcreek	1-High	High	Hog Creek Dam
Village of Bear Creek	None	Low	
Dripping Springs ISD	None	Low	
Hays CISD	None	Low	
San Marcos ISD	1-High	High	Upper San Marcos Dam Site 1 (Per Action Plan[10], 1 elementary school)
Wimberley ISD	None	Low	
Texas State University	1-High	High	Upper San Marcos Dam Site 1 (Per Action Plan, 12 university buildings, 1 arena, 2 ballparks, 1 track and field stadium, and 1 student housing complex)

Historical Occurrences

Texas dams earn a "D" grade from the American Society of Civil Engineers. Of the approximately 300 dam failures in Texas since 1910, half have occurred in the last nine years.

Figure 16-5: Texas Dam Failures, 1910-Present



Source: Texas Observer

Many of the dams in the planning area are classified as small dams and their failure has the capacity to cause physical and economic harm. A federal study found that from 1960-1998 dam failures accounted for 300 fatalities that occurred nationally and more than 85 percent were caused by dams less than 50 feet in height. In Texas, almost half of all dams are considered too small to regulate, and they are exempt from inspections and oversight.

Based on an investigation by the Texas Observer,

> "This investigation found that the vast majority of failures in Texas involve dams that impound less than 1,000 acre-feet. Despite their size, many small dams are ticking time

[10] Upper San Marcos River Watershed, Emergency Action Plan, February 5, 2021, Updated 2024

bombs, according to safety experts. Big dams are usually owned by government agencies such as river authorities, which have money for upgrades and are regulated by TCEQ. Small dams are typically owned by individuals, homeowners' associations and cash-strapped counties that can't afford expensive improvements." [11]

Significant Events

There have been no significant dam failure events in the Hays County planning area.

Table 16-4 on the following page represents a list of all the dams in the county with their last inspection date, condition assessment, the date of the condition assessment, whether and Emergency Action Plan is required, and the date of the last EAP revision if there is one. Dam Owners are listed as well.

Table 16-4: Dam Inspections, Condition Assessments, and EAP Revisions

Dam Name	Last Inspection Date	Condition Assessment	Condition Assessment Date	EAP Required	Date of Last EAP Revision	Dam Owner	Owner Type
Hays County Park Lake Dam		Not Rated	6/18/2014	Not Required		Hays County	Local Government
Upper San Marcos River WS SCS Site 4	10/13/20	Satisfactory	4/29/2021	Yes	3/15/21	City Of San Marcos; Hays County; Hays County SWCD; Upper San Marcos WS Recl FCD	Local Government
Upper San Marcos River WS SCS Site 2	10/15/20	Satisfactory	8/5/2021	Yes	3/15/21	City Of San Marcos; Hays County; Hays County SWCD; Upper San Marcos WS Recl FCD	Local Government
Upper San Marcos River WS SCS Site 1	10/13/20	Satisfactory	8/5/2021	Yes	3/15/21	City Of San Marcos; Hays County; Hays County SWCD; Upper San Marcos WS Recl FCD	Local Government
Plum Creek WS SCS Site 11 Dam	10/13/20	Fair	5/28/2021	No		Hays County SWCD; Plum Creek Conservation District	Local Government
Plum Creek WS SCS Site 4 Dam	10/3/18	Fair	6/18/2014	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
Plum Creek WS SCS Site 7 Dam	6/27/23	Not Rated	4/17/2021	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
Plum Creek WS SCS Site 6 Dam	9/27/18	Satisfactory	11/30/2018	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
Plum Creek WS SCS Site 10 Dam	8/4/15	Not Rated	8/4/2020	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
Upper San Marcos River WS SCS Site 3	10/13/20	Satisfactory	8/5/2021	Yes	3/15/21	City Of San Marcos; Hays County; Hays County SWCD; Upper San Marcos WS Recl FCD	Local Government
Plum Creek WS SCS Site 12 Dam	8/4/15	Not Rated	8/4/2020	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation	Local Government

[11] Sadasivam, Naveena. *Dammed to Fail.* The Texas Observer. April, 1 2019.

						District	
Plum Creek WS SCS Site 16 Dam	10/13/20	Satisfactory	12/22/2020	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
York Creek WS SCS Site 5 Dam	10/13/20	Fair	1/29/2021	Yes	2/22/21	Hays County SWCD	Local Government
Upper San Marcos River WS NRCS Site 5 Dam	10/15/20	Satisfactory	4/30/2021	Yes	3/15/21	City Of San Marcos; Hays County; Hays County SWCD; Upper San Marcos WS Recl FCD	Local Government
Lake Laurel Dam	10/17/17	Not Rated	10/17/2022	Yes	8/1/14	Hays County	Local Government
River Oaks Ranch Dam	10/30/20	Fair	4/29/2021	Yes	12/16/10	Hays County; River Oaks Ranch Development Corporation	Local Government; Private
Plum Creek WS SCS Site 3 Dam	10/3/18	Fair	6/18/2014	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
Plum Creek WS SCS Site 1 Dam	5/24/23	Not Rated	5/5/2021	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
Plum Creek WS SCS Site 2 Dam	10/3/18	Fair	6/18/2014	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
Plum Creek WS SCS Site 5 Dam	4/19/18	Not Rated	4/19/2023	Yes	11/10/22	Hays County SWCD; Plum Creek Conservation District	Local Government
Little Barton Creek Dam	10/17/17	Not Rated	10/17/2022	Yes	12/2/14	City Of Dripping Springs	Local Government
Pierce Lake Dam	12/1/83	Not Rated	6/18/2014	Not Required		Lewis Pierce	Private
Brown Ranch Dam		Not Rated	6/18/2014	Not Required		Je Brown	Private
Parkers Pond Dam	7/21/11	Not Rated	7/21/2016	Yes	12/15/17	Ryan Thomason	Private
Reeves Lake Dam		Not Rated	6/18/2014	Not Required		Roy Reeves	Private
Solar Bliss Dam	3/8/16	Not Rated	3/8/2021	Not Required		Wilda Campbell	Private
Purola Lake Dam	11/2/09	Not Rated	11/2/2014	Yes	7/1/11	William Keyes	Private
Larsen Dam	8/7/09	Not Rated	8/7/2014	Not Required		Mike Larsen	Private
Clear Lake Dam	5/6/74	Not Rated	6/18/2014	Not Required		Newton Thompson	Private
Barron Lake Dam	7/21/98	Not Rated	6/18/2014	Not Required		Frank C Barron Et Al	Private
Scrutchin Lake Dam		Not Rated	6/18/2014	Not Required		Theodora Scrutchin	Private
Webster Lake Dam		Not Rated	6/18/2014	Not Required		TE Webster	Private
Lone Man Dam	7/13/09	Not Rated	7/13/2014	Yes	1/18/11	Red Hawk Rd Association	Private
Mcalister Ranch Dam No 4	3/31/09	Not Rated	6/18/2014	Yes	6/13/11	Longhorn River Ranch Ltd	Private
Cummings Dam	7/17/08	Not Rated	6/18/2014	Not Required		Pecan Farms and Cattle Co	Private
Sycamore Creek Dam	5/28/13	Not Rated	5/28/2018	Not Required		Needmore Ranch II Ltd	Private

Boy Scout Dam	2/2/99	Not Rated	6/18/2014	Not Required		Sam Houston Area Boy Scouts of America	Private
Md Heatly Dam		Not Rated	6/18/2014	Not Required		Wd Heatly	Private
Lutringer Lake Dam		Not Rated	6/18/2014	Not Required		Larry Lutringer Trustee	Private
Seven H Ranch Lake Dam	7/13/09	Not Rated	7/13/2014	Yes	1/3/11	Geoffrey Hoese	Private
John F Baugh Dam		Not Rated	6/18/2014	Not Required		Barbara Morrison	Private
Centerpoint Dam		Not Rated	11/12/2018	Not Required		Lazy Oaks Ranch LP	Private
Aquarena Dam	6/8/23	Not Rated	4/11/2018	Yes	10/1/12	Texas State University	State
San Marcos State Fish Hatchery	6/8/23	Not Rated	7/12/2021	Yes	9/13/23	Texas Parks And Wildlife Department	State
Boes Ski Lake Dam	7/6/12	Not Rated	6/18/2014	Not Required			Not Listed
Rio Vista Dam	5/16/06	Not Rated	6/18/2014	Yes	1/4/11	City Of San Marcos	Local Government
Cottonwood Creek Detention Dam		Not Rated	4/20/2017	Not Required		City Of San Marcos	Local Government
Alexander Lake Dam		Not Rated	6/18/2014	Not Required		Bobby Alexander	Private
Cullen Country Lake Dam	4/3/18	Not Rated	4/3/2023	No		Cullen Country Homeowners Association	Private
Hog Creek Dam	10/17/17	Not Rated	10/17/2022	Yes	12/21/11	Wimberley Spring Partners	Private

Source: National Inventory of Dams (NID)

Probability of Future Events

According to historical records, from 1997-2023 the Hays County planning area has experienced 0 dam failures. The probability of a dam failure event occurring in the planning area is **unlikely**, with a dam failure event possible in the next 10 years.

Frequency of Occurrence	
Highly likely:	Event probable in next year.
Likely:	Event probable in next 3 years.
Occasional:	Event possible in next 5 years.
Unlikely:	Event possible in next 10 years.

Vulnerability and Impact

All areas that are directly downstream of one of the several dams in the planning area are vulnerable to a breach. As the size of the dam increases and the proximity to the public and/or critical infrastructure increases, the probability of damage to the economy increases as well. The impact of dam failure to the majority of the Hays County planning area is **"Low,"** however, there are pockets of developments that could be impacted by a high hazard catastrophic dam failure. Areas of Hays County as well as the Cities of Buda, Kyle, Niederwald, Uhland, Wimberley and Woodcreek receive an impact of **"High"** due to areas within their city limits being located downstream of one or more high hazard potential dam(s). Dripping Springs ISD, Hays Consolidated ISD, and Wimberley ISDs do not exhibit any vulnerability to dam failure in the planning area. Based on the Upper San Marcos Emergency Action Plan, San Marcos Consolidated ISD as well as Texas State University are vulnerable to a dam failure. The population at risk for San Marcos ISD and Texas

State University for a daytime dam breach would be the entire student body, staff and teachers that would typically be in those buildings, based on time of year. The student housing at Texas State would be fully at risk of a dam breach 24 hours a day. The specific impacts of a dam breach on the Upper San Marcos River have been made available in **Appendix G** (12).

The extent of the impact is dependent on the severity of the dam failure, the size of the storage area, dam height, rain/flood conditions, and a host of other factors. Eighteen (18) of the dams in the planning area are considered low hazard dams based on their size, but as discussed in this section, low hazard dam failures have caused extensive loss of life and significant economic impact in the past.

There are 21 dams rated as a high hazard and any individual dam has a very specific area that will be impacted by a catastrophic failure. The dams identified can directly threaten the lives of people and animals in the inundation zone below the dam. If a dam failure is extensive, a large amount of water would enter the downstream waterways forcing them out of their banks. The impact from any catastrophic failure would be like that of a flash flood with loss of life possible and injuries from debris carried by the flood. There may also be significant environmental effects, resulting in flooding that could disperse debris and hazardous materials downstream that can damage local ecosystems. If the event is severe, debris carried downstream can block traffic flow, cause power outages, disrupt local utilities, such as water and wastewater, and could result in school closures. The following is an excerpt from the American Society of Civil Engineers' 2017 Infrastructure Report Card detailing the importance of public safety and proper maintenance:

> "In order to improve public safety and resilience, the risk and consequences of dam failure must be lowered. Progress requires better planning for mitigating the effects of failures; increased regulatory oversight of the safety of dams; improving coordination and communication across governing agencies; and the development of tools, training, and technology. Dam failures not only risk public safety, they also can cost our economy millions of dollars in damages. Failure is not just limited to damage to the dam itself. It can result in the impairment of many other infrastructure systems, such as roads, bridges, and water systems. When a dam fails, resources must be devoted to the prevention and treatment of public health risks as well as the resulting structural consequences."

Dam safety inspections fall to the Dam Safety Program managed by the Texas Commission on Environmental Quality (TCEQ). The Commission currently focuses its inspection program of existing dams primarily on high and significant hazard dams as required by rule in 30 TAC §299.42(a)(2). According to the rule, high and significant hazard dams and large, low hazard dams are scheduled to be inspected every five years, while small and intermediate dams, and low hazard dams, are only to be inspected at the request of an owner, as a result of a complaint, at the request of someone other than the owner, following an emergency such as a flooding event, or, for determining the hazard classification.

[12] Upper San Marcos River Watershed, Emergency Action Plan, February 5, 2021, Updated 2024

SECTION 17: MITIGATION STRATEGY

The overall mitigation strategy is to reduce and eliminate the long-term risk of loss of life and property damage from the full range of disasters affecting the planning area. The success of this strategy is dependent on three main components: mitigation goals, mitigation actions, and an action plan for implementation. These building blocks provide the framework to identify, prioritize, and implement actions to reduce risk to hazards. The goals describe long term outcomes the communities want to achieve. Objectives are broad but more measurable and connect goals with the actual mitigation actions. The actions are specific actions that the local government will take to reduce risk to hazards, and the action plan describes how the action items will be prioritized and implemented. Each jurisdiction involved in this multi-jurisdictional plan update had the opportunity to prioritize and implement action plans based on their priorities and vulnerabilities.

Because the State Hazard Mitigation Plan provides the State's overall strategy for reducing risk and allocating resources, the team chose to align the plan's goals to the State plan's vision, objectives and plan goal to better integrate the two. An excerpt from the 2018 State of Texas Hazard Mitigation states that,

> The successful implementation of the Texas Hazard Mitigation Strategy requires a strong partnership between many partners at all levels of government, public, private-sector, and non-governmental organizations. Effective hazard mitigation begins with individual citizens who are ultimately responsible for making risk-informed decisions regarding their personal safety and the safety of their family and home. Local governments work to identify hazards and understand the vulnerabilities and risk associated with these hazards. This work by local governments informs the citizenry and local officials so that they may develop effective strategies and policies to reduce or eliminate the long-term risk these hazards present to their communities. The state must also work to identify hazards and understand the collective vulnerability and risk these hazards present to Texas communities in order to craft effective strategies, public policy, and programs that support local government in risk management. Ultimately, the state's success at implementing an effective hazard mitigation program that reduces the long-term risk for natural hazards in Texas depends on the success of local government, as this is where the impacts of hazards are most acutely experienced. Therefore, helping local governments achieve success with their mitigation strategies is the primary focus of the Texas Hazard Mitigation Program.[13]

The following objectives and plan goal from the Texas State Hazard Mitigation Plan were also considered.

Objectives

- Implement an effective comprehensive statewide hazard mitigation plan
- Support local and regional mitigation projects and priorities
- Increase public and private sector awareness to increase support for hazard mitigation in Texas
- Support mitigation initiatives and policies that protect the state's cultural, economic, and natural resources

Plan Goal

The objective of SHMP is to establish a framework for the state of Texas to administer an effective mitigation program to prevent catastrophic impact to people and property from natural hazards.

The Planning Team mitigation strategy also included a review of the goals and objectives from the 2016 Hays County Hazard Mitigation Action Plan Update. This was an opportunity to evaluate the previous goals and reaffirm or change them based on current conditions and priorities in each community. Two Mitigation Workshops were held for the 2024 Hays County Mitigation Action Plan Update. The first was held during the second Core Planning Team at the Hays County Emergency Management Conference Room and the second was held virtually and via e-mail correspondence with each of the participating jurisdictional sub-teams. The goals and objectives from the 2016 Hays County Hazard Mitigation Action Plan Update were reviewed and found to be still applicable for this plan update. The motion to adopt the following goals and objectives passed by unanimous consent at these workshops.

[13] State of Texas Hazard Mitigation Plan 2018, Texas Division of Emergency Management (TDEM)

Mitigation Goals

Hazard mitigation goals and objectives for the Hays County Hazard Mitigation Action Plan update are presented below.

Goal #1: Enhance the abilities of Hays County and the communities within its boundaries to provide protection of life, property, economy and natural systems from natural hazards.

Goal #2: Protect existing and new properties.

Goal #3: Incorporate measures that assist with the improvement of water conservation efforts in Hays County.

SECTION 18: MITIGATION ACTIONS

The mitigation actions developed by Core Team, Jurisdictional sub-teams, and community stakeholders are presented in this section for Hays County and all participating jurisdictions. Core Team members and Jurisdictional sub-team members met for two mitigation workshops in July 2023 and September 2023 to develop mitigation actions for each of the natural hazards described in the Plan; Sections 5-16.

This began with a review of mitigation actions from the prior 2016 Hays County Hazard Mitigation Plan to assess whether they had been completed and if not, whether they were still relevant. The Action items with a "N" in the New Action column are those that have been carried over from the previous plan and have not begun or have been implemented.

New actions were developed with unique insight from planning team members, community and regional plans, capital improvement plans, and mitigation ideas developed by FEMA and the Texas Department of Emergency Management (TDEM) and those are listed with a "Y".

Based on local input, the following action items from the previous 2016 plan were completed and those that were not carried forward from that plan were discarded due to lack of continued relevance. The actions below were listed in the prior 2016 Hays County Hazard Mitigation Plan and are listed as completed or removed due to no longer being applicable.

Hays County	
ACTION Upgrade to interoperability and safety band	
Action Completed	Band has been upgraded.
ACTION: Storm Ready designation for Hays County	
Action Completed	Received Designation on 2/22/2024
ACTION: Expansive soils mitigation measures training	
Action Completed	Training program is now in place
City of Buda	
ACTION: Reduce flood losses in Houston Street Drainage Project Area	
Action Completed	Project Completed
ACTION: Reduce flood losses in Oxbow Subdivision Drainage Project Area	
Action Completed	Project Completed
ACTION: Reduce flood losses through construction of a permanent Flood Early Warning System (FEWS) installation at the Onion Creek Bridge on RM 967	
Action Completed	Project Completed
ACTION: Reduce flood losses through the construction of a permanent Flood Early Warning System (FEWS) installation at Cole Springs Road and RM 967	
Action Completed	Project Completed
ACTION: Reduce flood losses through the construction of a permanent Flood Early Warning System (FEWS) installation at Garlic Creek Culvert on RM 967	
Action Completed	Project Completed
ACTION: Reduce flood losses through the construction of a permanent Flood Early Warning System (FEWS) installation on Bluff Street south of RM 967	
Action Removed	Project Cancelled
ACTION: Reduce flood losses through construction of a permanent Flood Early Warning System (FEWS) installation at Main Street Ann Bradfield Park (Culvert Improved as part of Main Street Reconstruction)	
Action Completed	Project Completed
ACTION: Provide training for local floodplain administrators and Certified Floodplain Managers	
Action Completed	Project Completed

City of Dripping Springs	
ACTION: Flood ordinance higher standards	
Action Completed	Project Completed
ACTION: Improve emergency communication/ warning systems	
Action Completed	Project Completed
ACTION: Fans and bottled water distribution	
Action Completed	Project Completed
ACTION: Increase public awareness of hazard mitigation	
Action Completed	Project Completed
ACTION: Adopt Firewise hazard information from Hays County for mitigation activities	
Action Completed	Project Completed
ACTION: Adding water conservation to ordinances	
Action Completed	Project Completed
ACTION: Cooling plan for reducing the impacts of extreme heat to vulnerable populations	
Action Completed	Project Completed
ACTION: Sanding contract research/ plan development	
Action Completed	Project Completed
ACTION: Fire mitigation ordinance enhancements	
Action Completed	Project Completed
ACTION: Continue work to repair little Barton Creek Dam	
Action Completed	Project Completed
ACTION: Evacuation plans/ alternate road consideration	
Action Completed	Project Completed
ACTION: Campaign to encourage drought resistant vegetation and xeriscaping	
Action Completed	Project Completed
ACTION: Flash flood risk awareness campaign	
Action Completed	Project Completed
ACTION: Signage at high-risk roadway flood areas	
Action Completed	Project Completed
ACTION: Adoption of soil compaction standards for road construction and residential recommendation	
Action Completed	Project Completed
City of Hays	
ACTION: Cooling plan for reducing the impacts of extreme heat to vulnerable populations	
Action Completed	Project Completed (City Hall is open to residents without A/C)
ACTION: Annual brush clean-up event marketing	
Action Completed	Project Completed
ACTION: Adding water conversation to ordinances/ institution of drought contingency plan as part of operations	
Action Completed	Project Completed
City of Kyle	
ACTION: Code Red Registration Drive	
Action Completed	Project Completed - Phase I complete-Transitioned to CAPCOG Warn Central Texas platform for community notification
ACTION: Storm Ready Designation for City of Kyle	
Action Completed	Project Completed - Designation granted January 2024
ACTION: Adoption of Firewise hazard mitigation information in partnership with Hays County mitigation activities	
Action Completed	Project Completed - Phase I adoption complete.
ACTION: Energy prioritization/restoration collaboration with local electric cooperative	
Action Completed	Project Completed - Complete-PEC Medical Necessity Program.
ACTION: Engineering review of new Public Safety Center CIP to ensure resiliency	

Action Completed	Project Completed - Complete-2021
ACTION: Addressing expansive soil	
Action Completed	Project Completed - Phase I complete.
ACTION: Drainage Crew	
Action Completed	Project Completed - Complete 2018
ACTION: Water improvements: Pumphouse RD-Melinda LN CIP 41	
Action Completed	Project Completed - Removed from CIP as part of larger water distribution master plan.
ACTION: Monarch Water System interconnect	
Action Completed	Project Completed
ACTION: Engineering and Easement Project-Lehman RD	
Action Completed	Project Completed
ACTION: Engineering and Easement Project-N. Burleson RD	
Action Completed	Project Completed
City of Niederwald	
ACTION: Residential development permit enhancement for flood mitigation	
Action Completed	This action has been implemented
ACTION: Adopt Firewise hazard information from Hays County for mitigation activities	
Action Cancelled	Hays County provides this information
ACTION: Energy prioritization collaboration with electric cooperative	
Action Cancelled	No resources or time to implement
ACTION: Creation of social media accounts for the City of Niederwald	
Action Completed	This action has been implemented
ACTION: Dam safety evacuation tabletop exercise	
Action Cancelled	Hays County provides dam safety awareness
ACTION: Expansive soil mitigation measures	
Action Cancelled	No longer applicable
City of Uhland	
ACTION: CFM training and CFM certification	
Action Completed	The city has retained a CFM consultant
ACTION: Promote flood insurance in the community	
Action Completed	Information and Flood Related resources have been advertised/posted on The City of Uhland's Website
ACTION: Water ordinance update/ SUD water conservation web page	
Action Completed	CLUSD regularly posts updates on their webpage
City of Wimberley	
ACTION: Hidden Valley at Blanco River	
Action Completed	The Low Water Crossing was replaced at a cost of $1,613,888.37
Village of Bear Creek	
ACTION: Application preparation and submittal for Storm Ready designation from National Weather Service	
Action Removed	No longer applicable
ACTION: Watershed review program for encroachments	
Action Removed	Ensure compliance with updated maps
ACTION: Low Water Crossing Mitigation	
Action Removed	Not Feasible
ACTION: ERCOT app download event	
Action Removed	PEC notification systems in place, add encouragement to use/download ERCOT app on VILBC.ORG website
ACTION: Purchase and install weather radios for all public facilities	
Action Removed	No VOBC public facilities

Village of Woodcreek	
ACTION: Emergency communications plan/ coordination	
Action Completed	Project Completed
ACTION: Cooling Plan Creation	
Action Completed	Project Completed
ACTION: Adopt wildfire maps from Hays County Firewise Project	
Action Completed	Project Completed
ACTION: Drought monitoring program and contingency plan creation/ implementation	
Action Completed	Project Completed
ACTION: Generator purchase and installation for City Hall	
Action Completed	Project Completed
ACTION: Evacuation plans/ alternate road consideration	
Action Completed	Project Completed
ACTION: 2- way radio purchase for City Hall	
Action Completed	Project Completed
ACTION: Sanding contract research/ plan development	
Action Removed	No longer applicable

The Core Planning Team then took the draft mitigation actions back to their respective departments to get feedback and develop them further with input from local staff and officials responsible for their implementation. The goals listed in Section 17 were used as guidance while considering such factors as existing and future growth, the hazard risk assessments, individual community priorities, critical facilities, and unique community vulnerabilities. Mitigation action types include *Local plans and regulations, Structural projects, Natural systems protection, and Education programs*. Additional information provided for each mitigation action includes the jurisdictional department responsible for implementation, estimated cost, potential funding sources, timeline for implementation, and benefit to the community based on the cost and resources to implement the action.

An action that is ranked as "High" indicates that it will be implemented as soon as funding is made available from both local budgets and through grants. A "Medium" action is one that may not be implemented right away depending on the cost and how well or how many community members are served. A "Low" action is one whose benefit is hard to quantify in relation to the cost but is still considered of value to the community and is to be implemented when funds and resources are available.

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Hays County											
1	Attend advanced local floodplain management courses	Send members of the staff or elected official to training in order to receive advanced training modules in floodplain administration.	Hurricane, Flood, Dam Failure		G1	N	Hays Floodplain Administrator	Existing Staff/ In-Kind Services, cost of accommodations for FEMA session	*Local Budget, FEMA, TDEM, TWDB, GLO*	6	Low
2	Increase public awareness of hazard mitigation	Increasing public awareness of natural hazards and hazardous areas; distributing public awareness information regarding hazards and potential mitigation measures. Promotional sources would include County website, social media and public education programs. Provide mitigation outreach through HaysInformed. com	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Hays County Office of Emergency Services	Existing Staff/ In-Kind Services	*Local Budget, FEMA, TDEM, TWDB, GLO*	6	Low
3	Continue to promote Firewise	Continuation of activities for purposes of mitigating wildfire risk and planning activities for adding neighborhoods into the Firewise program.	Drought, Extreme Heat, Wildfire		G1, G2	N	Hays County Fire Marshall	Existing Staff/ In-Kind Services	*Local Budget, FEMA, TDEM, TWDB, GLO*	12	Medium
4	Monitor drought conditions	Use HaysInformed.com to provide links to National Drought Monitor for daily drought report availability for the public.	Drought, Extreme Heat, Wildfire		G1, G3	N	Hays County Office of Emergency Services	Existing Staff/ In-Kind Services	*Local Budget, FEMA, TDEM, TWDB, GLO*	6	Medium
5	Installation of mitigation features for new public facilities to ensure soundness against natural hazards	Ensure new structures are structurally reinforced against natural hazards. To include, low-flow water units for drought, flood-proofing (if needed), wind resistant doors and windows, freeboard, bracing and bolting of sill plates, higher levels of soil compaction and proper perimeter drainage systems, impact resistant films for glass, foundation supports, increased insulation and grounding systems.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	N	Hays County Development Services	Unknown	*Local Budget, HMGP, PDM, HMA Grants*	48	High
6	Equipping critical building (beyond fire departments) with back-up generators	Continuing the purchase and installation of emergency generators for back-up power at critical buildings in Hays County.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	Hays County Office of Emergency Services	$25k-$50k	*Local Budget, HMGP, PDM, HMA Grants*	24	High
7	Additional stream and rain gauge and flood warning systems	Next phase in an ongoing effort to increase the number of gages along high velocity flood areas and flood warnings at High Hazard Dams.	Hurricanes, Floods, Dam Failure		G1, G2	N	Hays County Office of Emergency Services	$200,000	*Local Budget, HMGP, PDM, HMA Grants*	24	Medium

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Hays County											
8	Continue to improve emergency warning capabilities	Research and possible implementation of systems for redundancy in notifications through use of AM/FM radio and satellites.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Hays County Office of Emergency Services	Existing Staff/ In-Kind Services, until appropriate measures identified	*Local Budget, FEMA, TDEM, TWDB, GLO*	12	Medium
9	Minimize the loss of life at low water crossing	Continue efforts to improve and expand upon existing low water crossing alert systems, and road blocking systems. Also make structural improvements to low water crossings to decrease vulnerability and protect residents.	Hurricanes, Floods, Dam Failure		G1	N	Hays County Office of Emergency Services	$700,000	*Local Budget, FEMA, TDEM, TWDB, GLO*	48	High
10	Fuel reduction project	Identify and complete a vegetative fuel reduction project in order to lessen the risk of wildfire, in addition to existing Firewise planned activities	Drought, Extreme Heat, Wildfire		G2	N	Hays County Office of Emergency Services	Existing Staff/ In-Kind Services, until appropriate measures identified	*Local Budget, FEMA, TDEM, TWDB, GLO*	12	Low
11	Communication Plan Implementation	Coordinate communication with all partners	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	Y	Hays County Office of Emergency Services	Existing Staff/ In-Kind Services, until appropriate measures identified	*Local Budget, FEMA, TDEM, TWDB, GLO*	24	Low
12	R.R. 967 @ Little Bear	Upgrade Low Water Crossing at R.R. 967 and Little Bear Creek. Identified as the highest risk structure in the 2013 Report title "Analysis of Major Structures for all Studies Watersheds."	Hurricanes, Floods, Dam Failure		G1, G2	Y	Hays County Engineering & Public Works	$500,000	*Local Budget, FEMA, TDEM, TWDB, GLO*	36	High
13	Development Code updates awareness campaign	Develop and advocate for an educational and awareness initiative on the advantages of thoughtfully planned built environment. (Hays community health assessment and improvement plan)	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	Y	Development Services	Existing Staff/ In-Kind Services, until appropriate measures identified	*Local Budget, FEMA, TDEM, TWDB, GLO*	12	Low
14	Flood insurance information campain	Promote the flood insurance program to lessen the number of structures uninsured from flood loss by providing citizens access to brochures about the NFIP at the County Government Center and adding links to resources on the County website.	Hurricane, Flood, Dam Failure		G1, G2	N	Hays Floodplain Administrator	Free NFIP materials from FEMA publication warehouse	*Existing Staff/ In-Kind Services*	6	Medium

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Hays County											
15	Evacuation plans/ alternate road consideration	Documentation of an evacuation plan that includes multiple exits. Possible construction of new roads to provide alternate routes for evacuation for areas that have limited or hazardous points of ingress/egress.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Hays County Office of Emergency Services	Cost of Land Buyouts, Staff time	*Local Budget, HMGP, PDM, HMA Grants*	18	Medium
16	Dam inundation maps	Work with TCEQ to continue to develop inundation maps for all High Hazard dams.	Hurricanes, Floods, Dam Failure		G1, G2	N	Hays Floodplain Administrator	Contractual Services	*Local Budget, HMGP, PDM, HMA Grants*	12	High
17	Community Rating System application and Community Rating System participation benefit report for jurisdictions	The County will pursue a CRS rating in order to provide discounts to flood policy holders. With varying levels of benefit from CRS program insurance premium discount benefits at the incorporated jurisdiction level, the benefit/cost of the administration of a CRS application and program may cost a jurisdiction more than it saves them. A County-coordinated assessment of the number of policies that are in the SFHA in the communities, with a listing of their potential for savings would assist with determining if they would benefit from participation.	Hurricanes, Floods, Dam Failure		G1, G2	N	Hays Floodplain Administrator	Existing Staff/ In-Kind Services	*Local Budget* with FEMA/TWDB support	24	High
18	Construct needed water system improvements to Lower Colorado Region K and South Central Region L	Construction of projects needed to improve the water system in 2 regions. (May need some research to determine if completed, at a minimum, the Lower Colorado Project can likely be removed.)	Drought, Extreme Heat		G2	N	Hays County Commissioners Court	$47.2M (South Central Texas Region), $256M (Lower Colorado Region)	*Local Budget,* TWDB, GBRA, LCRA	?	Medium
19	Drainage project along Willow Springs Creek between McCarty Lane and Hunter Road	Channel improvement and/or property acquisition project to reduce flood damages along Willow Springs Creek from McCarty Lane to Hunter Road.	Hurricanes, Floods, Dam Failure		G2	N	Hays County Development Services	$8M (TBD through further analysis)	*Local Budget, HMGP, PDM, HMA Grants*	36	High
20	Drainage project along Willow Springs Creek between Hunter Rd and the Railroad	Detention project to reduce flood damages along Willow Springs Creek from Hunter Road to the railroad.	Hurricanes, Floods, Dam Failure		G2	N	Hays County Development Services	$12M (TBD through further analysis)	*Local Budget, HMGP, PDM, HMA Grants*	36	High
21	Property acquisition in southeastern Hays County	Property acquisition project to mitigate repetitive loss flooding where drainage projects were analyzed and deemed ineffective for cost/ benefit reasons.	Hurricanes, Floods, Dam Failure		G1, G2	N	Hays County Commissioners Court/ Development Services	$8M (TBD through further analysis)	*Local Budget, HMGP, PDM, HMA Grants*	36	Medium

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Hays County											
22	Institute development code updates to better prepare the built environment to hazard events	Promote policy reforms that foster the development of a well-designed built environment. (Hays community health assessment and improvement plan)	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	Y	Hays County Commissioners Court/ Development Services	$50,000	*Local Budget, FEMA, TDEM, TWDB, GLO*	36	High
23	Acquisition or elevation of repetitive loss structures	Action to mitigate 38 identified properties with a total of 88 losses claimed for a total of $4 million from the NFIP.	Hurricanes, Floods, Dam Failure		G2	N	Hays County Grants Administrator, Emergency Management Coordinator, Floodplain Administrator	$15M to acquire/ $6.4M to elevate	*Local Budget*, FEMA, TDEM, TWDB, GLO	60	Low

Legend:

Structure and Infrastructure
Natural System Protection
Local Plans and Regulations
Education and Awareness Programs
Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Buda											
1	Reduce flood losses in Lifschutz Headwaters Drainage Project Area	Voluntary, targeted buyouts for 1 or more affected properties.	Hurricane, Flood, Dam Failure		G1, G2	N	Planning and Engineering Department	TBD	*Local Budget, HMGP, PDM, HMA Grants*	48	High
2	Review plans and resources to address risk posed by severe weather events	Continuing update of City's current plans and resources to address the risks posed by severe weather hazards focusing on potentially at-risk populations in the community. Include - local plans to be developed	Hurricane, Flood, Tornado, Hailstorms, Wildfire, Severe Winter Storms		G2	N	Planning and Engineering Department and Public Works Department	Esisting staff resources/ in-kind	*Local Budget, Existing Staff, TDEM, FEMA*	24	Low
3	Promote flood insurance coverage	Up-sizing existing culverts at Remuda Trail, Oxbow Trail, and Bullwhip Pass; and up-sizing the existing channel from upstream of Bullwhip Pass to upper limits of Coves at Cimarron Pond. Include - Communications plan	Hurricane, Flood, Dam Failure		G1, G2	N	Planning and Engineering Department and Public Information Office	Esisting staff resources/ in-kind	*Local Budget, FEMA*	24	Low
4	Reduce flood losses in West Goforth Rd, Buda Fire Station/FM 2770, and Bluff St Drainage Project Area.	Up-sizing and improving existing channel and culverts along West Goforth Road and the Union Pacific Railroad line; constructing a relief channel from Buda Fire Station under FM 2770 to the Onion Creek main channel stem. Phase 1A Completed. Phase 1B Delayed. Pending permit approval from UPRR	Hurricane, Flood, Dam Failure		G1, G2	N	Planning and Engineering Department	$4,522,000	*Local Budget, HMGP, PDM, HMA Grants*	36	High
5	Increase community tree canopy on streets and public spaces	Maintain certification as a Tree City USA community and seek funding and partnerships to plant trees that will increase the community's tree canopy, reduce temperature on streets and public spaces, and provide for wildlife habitat (Comp Plan)	Drought, Extreme Heat		G1	Y	Public Works Department	$100,000	*Local Budget, Existing Staff, TDEM, FEMA*	36	Low
6	Develop various mitigation actions to reduce wildfire risk	Informing property owners of appropriate actions, clearing vegetation, and monitoring antecedent fire hazard conditions. Include - Working with ESD 8 Buda Fire	Drought, Extreme Heat, Wildfire		G2	N	Planning and Engineering Department and Public Works Department	Esisting staff resources/ in-kind	*Local Budget, Texas A&M Forest Service, TDEM*	24	Low

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Buda											
7	Update the development code to enhance conservation-oriented regulatory provisions.	Facilitate the implementation of the Innovative Development standards in the UDC, Low Impact Development (LID) standards, and other conservation-oriented regulatory provisions of City codes and ordinances (Comp Plan)	Drought, Extreme Heat		G2	Y	Planning and Engineering Department	$80,000	*Local Budget, Existing Staff, TDEM, FEMA*	24	Medium
8	Study sources of new water supply and implement findings.	Ensure a long-term water supply sufficient to handle growth projections along with greater conservation efforts that will diversify sources and alleviate pressure on the sensitive and variable Edwards Aquifer (Comp Plan)	Drought, Extreme Heat		G1, G3	Y	Planning and Engineering Department and Public Works Department	$150,000	*Local Budget, Existing Staff, TDEM, FEMA*	48	Medium
9	Expand Water Reuse Program	Expand the City's water reuse program and conservation measures for developments and buildings in addition to public spaces and rights of way (Comp Plan)	Drought, Extreme Heat		G1, G3	Y	Planning and Engineering Department and Public Works Department	$300,000	*Local Budget, Existing Staff, TDEM, FEMA*	36	Medium
10	Create a Consolidated Resiliency Plan	Create a Consolidated Resiliency Plan to address water quality, water conservation, drought mitigation, flooding impacts, wildfire threat, electric grid overload mitigation, and urban heat effect (Comp Plan)	Hurricane, Flood, Drought, Extreme Heat, Wildfire, Dam Failure		G2	Y	Emergency Management	$100,000	*Local Budget, HMGP, PDM, HMA Grants*	24	Low
11	Promote awareness of evacuation plans	Promoting the importance of flood insurance as a part of the development permitting process; promoting the NFIP through brochure distribution, City website, and press releases.	Hurricane, Flood, Wildfire, Dam Failure		G1	N	Public Works Department	Esisting staff resources/ in-kind	*Local Budget, FEMA*	12	Low
12	Minimize dam failure risk	Ensuring structural and nonstructural measures are implemented to protect the integrity of the earthen fill dams; requiring that repairs are performed under the guidance of a qualified design professional.	Hurricane, Flood, Dam Failure		G1, G2	N	Planning and Engineering Department	Esisting staff resources/ in-kind	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
13	Implement Watershed Protection Pilot Project	Bradfield Park / Onion Creek Watershed Protection Pilot Project (CIP D10)	Hurricane, Flood, Dam Failure		G1, G2	Y	Planning and Engineering Department and Public Works Department	$200,000	*Local Budget, Existing Staff, TDEM, FEMA*	36	Low

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Buda											
14	Garlic Creek Culvert CIP	Garlic Creek Culvert (CIP D16)	Hurricane, Flood, Dam Failure		G1, G2	Y	Planning and Engineering Department and Public Works Department	$2,100,000	*Local Budget, Existing Staff, TDEM, FEMA*	24	High
15	Garlic Creek Tributary CIP	Garlic Creek Tributary Under RM 967 CIP D03)	Hurricane, Flood, Dam Failure		G1, G2	Y	Planning and Engineering Department and Public Works Department	$320,000	*Local Budget, Existing Staff, TDEM, FEMA*	24	High
16	Sequoyah Drainage Improvements CIP	Sequoyah Drainage Improvements (CIP D15)	Hurricane, Flood, Dam Failure		G1, G2	Y	Planning and Engineering Department and Public Works Department	$2,000,000	*Local Budget, Existing Staff, TDEM, FEMA*	24	High

Legend:

Structure and Infrastructure
Natural System Protection
Local Plans and Regulations
Education and Awareness Programs
Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Dripping Springs											
1	Flood insurance information campaign	Promote the flood insurance program to lessen the number of structures uninsured from flood loss by providing citizens access to brochures about the NFIP at the local City Hall and links to resources on website.	Hurricane, Flood		G1	N	Emergency Planning	Existing staff resources/ in-kind services	*Local Budget, FEMA*	12	Medium
2	Attend local floodplain management courses to receive certification	Send additional members of the staff or elected officials to training in order to become a Certified Floodplain Manager. Send existing Floodplain Administrator to advanced floodplain management courses.	Hurricane, Flood		G1, G2	N	Emergency Planning	Existing staff resources/ in-kind services	*Local Budget, FEMA*	24	Low
3	Storm Ready designation for Dripping Springs	Application preparation and submission for StormReady designation from the National Weather Service that attests to the community's level of preparedness for severe storms.	Hurricane, Flood, Windstorms, Lightning, Tornado, Hailstorms, Severe Winter Storms		G1, G2	N	Emergency Planning	Existing staff resources/ in-kind services	*Local Budget, FEMA, TWDB*	24	Medium
4	Conversion to rainwater collection systems	Converting existing water systems into rainwater collection systems to reduce dependence on underground and piped in sources of water in public facilities. Also creation of tax incentives for citizens to create their own rainwater collection systems.	Drought, Extreme Heat		G1, G2, G3	N	City Council	Varies	*Local Budget, HMGP, PDM, HMA Grants*	36	Medium
5	Installation of mitigation features for new public facilities to ensure soundness against natural hazards	Ensure new structures are structurally reinforced against natural hazards. To include, low-flow water units for drought, flood-proofing (if needed), wind resistant doors and windows, freeboard, bracing and bolting of sill plates, higher levels of soil compaction and proper perimeter drainage systems, impact resistant films for glass, foundation supports, increased insulation and grounding systems.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	Y	Planning Department	Unknown	*Local Budget, HMGP, PDM, HMA Grants*	48	High

Structure and Infrastructure
Natural System Protection
Local Plans and Regulations
Education and Awareness Programs
Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Hays											
1	Attend certified floodplain management training	Attend FEMA based training for floodplain management administration	Hurricane, Flood		G1	N	City Hall	less than $100 for local training registration, fuel	*Local Budget, HMGP, PDM, HMA Grants*	36	Medium
2	Promote flood insurance	Using FEMA resources that are available for free for promoting flood insurance through National Flood Insurance Program pamphlets placed in City Hall.	Hurricane, Flood		G1	N	City Hall	Existing staff resources/ in-kind services	*Local Budget, FEMA*	12	Low
3	Creation of community evacuation plans	Create evacuation plans for quick exit from the community.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	N	City Hall	$85,000	*Local Budget, HMGP, PDM, HMA Grants*	36	High
4	Rain harvesting information promotion	Creating and distributing information sheets to public that encourage and provide guidance on how to build rain water harvesting systems on their home structures	Drought, Extreme Heat		G3	N	City Hall	Existing staff resources/ in-kind services	*Local Budget, FEMA*	12	Low
5	Flooplain/ Floodway audit	Quarterly efforts to ensure that unauthorized encroachments, such as private dams, are not allowed in the floodway	Hurricanes, Flood		G1	N	City Hall	$150,000	*Local*	48	Medium
6	Energy prioritization collaboration with Pedernales Electric Cooperative	Working with PEC to create a citizen registration system for requesting prioritization for power restoration according to special need or circumstance during hazards that could affect access to electricity.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G2	N	City Hall	Existing staff resources/ in-kind services	*Local*	24	Low
7	Public information campaign on natural hazards	Creating resource page on City of Hays website to promote information about the hazards that exist in the community and how to take mitigation actions at the individual level	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	N	City Hall	Existing staff resources/ in-kind services	*Local Budget, FEMA*	12	Low

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Hays											
8	Storm Ready designation for community	Applying for National Weather Service as a community that has taken preparedness actions to ensure the community is able to receive emergency notifications.	Hurricanes, Flood, Tornado, Hailstorms		G2	N	City Hall	Existing staff resources/ in-kind services	*Local Budget*	24	High
9	Improve emergency communication capabilities through the installation of weather radio in City Hall	Installation of permanent weather radio system and weather station at City Hall with back-up power source.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	N	City Hall	$500	*Local Budget*	12	High
10	Sanding plans for roads	The establishment of preparatory plans and publication of agreements for private sanding of roads in order to protect citizens and maintain access to emergency responders.	Hailstorms, Severe Winter Storms		G2	N	City Hall	Existing staff resources/ in-kind services	*Local*	24	Medium
11	Adoption of soil compaction standards for road construction	Adopting procedures to mitigate against expansive soils when constructing future roads within the community through higher level of soil compaction.	Hurricanes, Flood, Severe Winter Storm		G1	N	City Hall	Existing staff resources/ in-kind services	*Local*	12	Medium
12	Installation of mitigation features for new public facilities to ensure soundness against natural hazards	Ensure new structures are structurally reinforced against natural hazards. To include, low-flow water units for drought, flood-proofing (if needed), wind resistant doors and windows, freeboard, bracing and bolting of sill plates, higher levels of soil compaction and proper perimeter drainage systems, impact resistant films for glass, foundation supports, increased insulation and grounding systems.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1, G2	Y	Planning Department	Unknown	*Local Budget, HMGP, PDM, HMA Grants*	48	High

Legend:

- Structure and Infrastructure
- Natural System Protection
- Local Plans and Regulations
- Education and Awareness Programs

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Kyle											
1	Adoption of City Engineering Design Manual	The City of Kyle adopted by ordinance, the City of Austin Design Standard Specification Manual, as amended from time to time; the City of Austin Standards Manual, as amended from time to time; the City of Austin Transportation Criteria Manual, as amended from time to time; the City of Austin Drainage Criteria Manual, as amended from time to time; the City of Austin Environmental Criteria Manual, as amended from time to time, and the City of Austin Utilities Criteria Manual, to enhance development requirements within the City of Kyle.	Hurricane, Flood, Dam Failure		G2	N	City of Kyle Engineer	Existing City staff and in-kind services	*Local Budget*	12	This project is a low-cost programming methodology ensuring that new development and substantial improvements in the City of Kyle jurisdiction are executed with a risk reduction model for flood and expansive soil remediation
2	Floodplain Administration Continuing Education Project	Ensure the City of Kyle Floodplain Administrator receives continuing education related to their floodplain management training as required FEMA. Funding is dedicated to continuing education.	Hurricane, Flood, Dam Failure		G1	N	City of Kyle Engineer	Existing City staff and in-kind services, cost of travel and training.	*Local Budget, FEMA*	24	The cost of attending Floodplain Administrator continuing education courses as required by FEMA, is minimal. The benefit of an informed floodplain administrator would help both new and existing residents and developments through guidance, mitigating flood damages to development.
3	Increase public awareness of hazard mitigation	Increasing public awareness of natural hazards and hazardous areas, distributing public awareness information regarding hazards and potential mitigation measures. Promotional sources would include City website, social media and public education programs. Provide link to HaysInformed.com.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	City of Kyle Communications City of Kyle Emergency Management	Existing staff resources/ in-kind services	*Local Budget, FEMA*	6	Low cost enhancement to the City's existing webpages provides for high volumes access and distribution to the community
4	Installation of generators for city-owned facilities and procedures for providing temporary sheltering	Back-up electrical power available to City structures to ensure continuity of government operations and to also provide temporary sheltering for vulnerable populations in the City.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	City of Kyle City Council	TBD	*Local Budget, HMGP, PDM, HMA Grants*	60	Based on available grant funding opportunities the community would benefit from the identification and resiliency of critical infrastructure in support of continuity of government.

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Kyle											
5	Street prioritization procedure for sanding	Creation of a plan that provides established procedures and prioritization for sanding efforts. (Phase I complete. Ongoing audit process based on growth and usage.)	Severe winter weather		G2	N	City of Kyle Public Works	Existing staff/in-kind services.	*Local Budget*	36	This low-cost planning activity will ensure that careful consideration is made for road prioritization for sanding activities that will benefit many residents and visitors.
6	Coordination of limb and large item pick-up day for wildfire mitigation	Cross-marketing of the existing brush collection efforts with the city's Texas Disposal Systems contract with the City of Kyle to promote mitigation. (Phase I complete. Ongoing audit process based on growth and usage.)	Wildfire, Severe Winter Weather		G2	N	City of Kyle Communications Private contractors	Existing staff/in-kind services, refuse disposal provider	*Local Budget*	36	At the cost of staff for coordination, the community cross-marketing with Texas Disposal Systems collecting/accepting brush to promote brush pickup and dead tree removal to decrease fuel for wildfire and potential debris that could fall on power lines during freezing conditions or ignite during lightning strikes. This will benefit the whole community.
7	Evacuation plans/ alternate road consideration	Development and adoption of all hazard plan and/or annex that encompasses preparedness, mitigation, response , and recovery aspects associated with mass evacuation. (Phase I development underway)	Flood, Tornadoes, Windstorm, Hurricanes/ Tropical Storms, Hailstorms		G2	N	City of Kyle Emergency Management	Existing staff resources/ in-kind services. Undetermined cost of roadway improvements option.	*Local Budget*	24	Plan development and programming is vital to establishing processes to evacuate specific or general community population groups. Area growth should be considered during planning and development stages to enhance roadway design and access.
8	Plum Creek Conservation District Evacuation Planning	Coordination of dam coalition to provide the City with disaster information/ procedures and evacuation plans associated with PCCD dam failure. (In development)	Hurricane, Flood, Dam Failure		G2	N	Partnership with Plumb Creek Conservation District (PCCD)	US Army Corps of Engineers Plum Creek Conservation District	*Local Budget, USACE*	24	Request for information from damn cooperative benefits community at large, specifically residents downstream of existing infrastructure. PCCD owns and maintains subject damns and levees in the City of Kyle jurisdiction.
9	WaterWise campaign	Promotion of the Waterwise Conservation Program for the City of Kyle.	Drought		G3	N	City of Kyle Communications City of Kyle Water Utility	Nominal cost for commercial production, associated internal costs	*Local Budget, TWDB*	36	Promoting this existing programming impacts water usage and conservation within the community.

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Kyle											
10	Drought monitoring program	Provide information on the City of Kyle's homepage that provides the latest US Drought Monitor conditions for the day during times of drought.	Drought		G3	N	City of Kyle Communications City of Kyle Water Utility	Existing staff/in-kind services	*Local Budget, US Drought Monitor*	24	This low-cost monitoring and inclusion of drought water conservation measures will take more time than money to institute and could reap the community dividends during a water shortage. All residents that use the water source would benefit.
11	Riparian Zone Signage	Enhancement on existing Parks programs that identify riparian zones using signage in areas where parkland vegetation is left natural. Signs are placed in those riparian zones letting residents and visitors to the parks know and understand the benefits of having Riparian zones.	Floods, Drought		G1	N	City of Kyle Parks & Recreation Department	Existing staff/in-kind services	*Local Budget*	24	The identification of riparian zones assists with a better understanding of the zone area and their beneficial impact to city programming in greenspace areas.
12	Update Drainage Master Plan	Update to the existing City of Kyle's Drainage Master Plan	Hurricanes, Floods, Drought		G1, G2	N	City of Kyle Engineering Department	$300,000 funding: Storm Drainage & Flood Risk Utility Fee	*Local Budget, HMGP, PDM, HMA Grants*	24	The City of Kyle's initial Drainage Master Plan was completed in November 2018. The city has plans to update the Drainage Master Plan which is proposed within the City's next 5-year's CIP list of priorities.
13	Water improvements-line upgrades and replacements	An existing CIP project to provide necessary repairs, line replacements/improvements, upgrades of existing water distribution infrastructure. These are needed to maintain adequate flows and pressure to provide necessary compliance with TCEQ regulations.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	City of Kyle Utilities	$2.5 MIL funding from Water Impact Fees phased over 5 years.	*Local Budget, HMGP, PDM, HMA Grants*	24	Existing CIP projects to provide necessary repairs, line replacements/improvements, upgrades of existing water distribution infrastructure. These are needed to maintain adequate flows and pressure to provide necessary compliance with TCEQ regulations.
14	Water improvements: ARWA Take Point 3	3rd Take-Point with Alliance on West side of 35. This needs to include cost of participating in upsizing Alliance water line, design of pump station and construction cost of pump station. This pump station will move water from PP#2 into PP#3 into the 12" waterline along Stagecoach. 3 Acre minimum property size.	Drought, Wildfires		G2	Y	City of Kyle Water Utilities City of Kyle Engineering	$40MIL from Water Impact Fees	*Local Budget, HMGP, PDM, HMA Grants*	FY 25-FY29	This is aprioritized project with the CIP and has obligated funding

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Kyle											
10	Drought monitoring program	Provide information on the City of Kyle's homepage that provides the latest US Drought Monitor conditions for the day during times of drought.	Drought		G3	N	City of Kyle Communications City of Kyle Water Utility	Existing staff/in-kind services	*Local Budget, US Drought Monitor*	24	This low-cost monitoring and inclusion of drought water conservation measures will take more time than money to institute and could reap the community dividends during a water shortage. All residents that use the water source would benefit.
11	Riparian Zone Signage	Enhancement on existing Parks programs that identify riparian zones using signage in areas where parkland vegetation is left natural. Signs are placed in those riparian zones letting residents and visitors to the parks know and understand the benefits of having Riparian zones.	Floods, Drought		G1	N	City of Kyle Parks & Recreation Department	Existing staff/in-kind services	*Local Budget*	24	The identification of riparian zones assists with a better understanding of the zone area and their beneficial impact to city programming in greenspace areas.
12	Update Drainage Master Plan	Update to the existing City of Kyle's Drainage Master Plan	Hurricanes, Floods, Drought		G1, G2	N	City of Kyle Engineering Department	$300,000 funding: Storm Drainage & Flood Risk Utility Fee	*Local Budget, HMGP, PDM, HMA Grants*	24	The City of Kyle's initial Drainage Master Plan was completed in November 2018. The city has plans to update the Drainage Master Plan which is proposed within the City's next 5-year's CIP list of priorities.
13	Water improvements-line upgrades and replacements	An existing CIP project to provide necessary repairs, line replacements/improvements, upgrades of existing water distribution infrastructure. These are needed to maintain adequate flows and pressure to provide necessary compliance with TCEQ regulations.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	City of Kyle Utilities	$2.5 MIL funding from Water Impact Fees phased over 5 years.	*Local Budget, HMGP, PDM, HMA Grants*	24	Existing CIP projects to provide necessary repairs, line replacements/improvements, upgrades of existing water distribution infrastructure. These are needed to maintain adequate flows and pressure to provide necessary compliance with TCEQ regulations.
14	Water improvements: ARWA Take Point 3	3rd Take-Point with Alliance on West side of 35. This needs to include cost of participating in upsizing Alliance water line, design of pump station and construction cost of pump station. This pump station will move water from PP#2 into PP#3 into the 12" waterline along Stagecoach. 3 Acre minimum property size.	Drought, Wildfires		G2	Y	City of Kyle Water Utilities City of Kyle Engineering	$40MIL from Water Impact Fees	*Local Budget, HMGP, PDM, HMA Grants*	FY 25-FY29	This is aprioritized project with the CIP and has obligated funding

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Kyle											
15	Gerator Pad Site Improvements (Previously Quick Connect Power Ports-Pump Stations CIP 38)	Add 9 new stand-by diesel generators and 2 portable diesel generators to existing lift stations(L/S), remote water wells, water plants, and booster pump stations (BPSs). Includes Leham BPS, Yarrington BPS, Well No. 3 BPS, Well Nos. 1&5 BPS, Well No. 2, Masonwood L/S, Kensington Trails L/S, Well No.4, 1626 Pump Station, Wastewater Treatment Plant, and City Hall.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	City of Kyle Water Utilities	$2.6MIL from Water Impact Fees	*Local Budget, HMGP, PDM, HMA Grants*	CIP FY 25-FY29	This project will provide more reliable water service abilities during natural disasters or other critical emergencies where normal power has been disrupted. This CIP project has funding.
16	Water Improvements (revised): Opal Street	Design and installation of new waterline in ROW, replacing undersized distribution line that has reached capacity. Provides for fire water connectivity for protection to area.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G3	N	City of Kyle Water Utilities City of Kyle Engineering Department	Water Impact Fee Funding	*Local Budget, HMGP, PDM, HMA Grants*	12	Project targeting in-house to reduce costs. Current CIP line item.
17	Design and implementation of prairie/woodland restoration project at select Kyle City Park location(s)	Identification and restoration of municipal park space to a natural grassland or woodland buffer.	Hurricane, Flood, Dam Failure		G2	N	City of Kyle Parks	Undetermined Parks funding.	*Local Budget, TPWD*	36	Parks Master Plan project(s) with associated funding model.
18	Acquisition plan for floodplain and non-floodplain land parcels for greenbelt interconnect project	For improved drainage and public recreation, the City has acquired land through purchase and/or the dedication of greenbelts to interconnect a trail system that connects across Kyle.	Hurricane, Flood, Dam Failure		G2	N	City of Kyle Parks & Recreation Department	Park funding-undetermined	*Local Budget, Bond*	24	City staff/in-kind services with Park Department.
19	Flood insurance information campaign	Promote the flood insurance program to reduce the number of structures uninsured from flood loss through a targeted campaign providing citizen access to flood informational multimedia related to the National Flood Insurance Program (NFIP).	Hurricane, Flood, Dam Failure		G1	N	City of Kyle Stormwater Division, City of Kyle Communications City of Kyle, Emergency Management	Existing City staff and in-kind services	*Local Budget and complementary NFIP materials provided by the FEMA publications warehouse.*	3	This project would directly benefit Kyle residents in need of flood hazard information at no cost.

Legend:

- Structure and Infrastructure
- Natural System Protection
- Local Plans and Regulations
- Education and Awareness Programs
- Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Mountain City											
1	StormReady designation for Mountain City	Application preparation and submission for StormReady designation from the National Weather Service that attests to the community's level of preparedness for severe weather	Hurricane, Flood, Windstorms, Lightning, Tornado, Hailstorms, Severe Winter Storms		G1	N	City Secretary	Existing City staff and in-kind services	*Local Budget*	12	Medium
2	Cooling plan for vulnerable members of the community during periods of extreme heat that result in power loss	Documented plan for how to provide cool accommodations for vulnerable populations during periods of extreme heat when electrical power is interrupted.	Extreme Heat		G1, G2	N	City Council	Existing City staff and in-kind services/ free brochures from FEMA	*Local Budget, FEMA*	24	Low
3	Monitor drought conditions	Provide widget on Mountain City homepage that provides the latest US Drought Monitor conditions for the day, in addition to monitoring local water levels	Drought, Extreme Heat		G2, G3	N	City Council	Existing City staff and in-kind services	*Local Budget*	Ongoing	Medium
4	Installation of mitigation features for new public facilities to ensure soundness against natural hazards	Ensure new structures are structurally reinforced against natural hazards. To include, low-flow water units for drought, flood-proofing (if needed), wind resistant doors and windows, freeboard, bracing and bolting of sill plates, higher levels of soil compaction and proper perimeter drainage systems, impact resistant films for glass, foundation supports, increased insulation and grounding systems.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	Y	Planning Department	Unknown	*Local Budget, HMGP, PDM, HMA Grants*	48	High

Legend:

Structure and Infrastructure
Natural System Protection
Local Plans and Regulations
Education and Awareness Programs
Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Neiderwald											
1	Flood insurance information campaign	Promote the flood insurance program to lessen the number of structures uninsured from flood loss by providing citizens access to brochures about the NFIP at the local City Hall and links to resources on website	Hurricane, Flood, Dam Failure		G1, G2	N	City Administrator	Existing staff/ in-kind services	*Local, TDEM, GLO, FEMA*	12	Low
2	Floodplain management courses to receive certification	Send member of the staff or elected official to training in order to become a Certified Floodplain Manager to ensure the County is equipped to address risks and actions related to flooding issues.	Hurricane, Flood, Dam Failure		G1	N	City Administrator	$500/ Existing staff/ in-kind services	*Local, TDEM, GLO, FEMA*	12	Low
3	Increase public awareness of hazard mitigation	Creating a resource page on City website to promote information about the hazards that exist in the community and how to take mitigation actions at the individual level and in coordination with Special Utility District information on water conservation. Provide link to Haysinformed on local page.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	N	City Administrator	Existing staff/ in-kind services	*Local, TDEM, GLO, FEMA*	12	Medium
4	Evacuation plans/ alternate road consideration	Documentation of an evacuation plan that includes multiple exits.	Hurricane, Flood, Tornado, Wildfire, Dam Failure		G1	N	City Administrator	Existing staff/ in-kind services	*Local, TDEM, GLO, FEMA*	24	Low
5	Construct Emergency Operations Center/Warming & Cooling Station	Provide a safe shelter for citizens during winter storms or extreme heat; operate emergency response activities	Extreme Heat, Severe Winter Storms		G1	Y	City Hall, City Administrator	$500,000/ Contracted Project	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
6	Purchase a generator for Fire Station	To remain operable during an event	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	Y	City Hall, City Administrator	$12,000	*Local Budget, HMGP, PDM, HMA Grants*	36	High
7	Purchase a generator for new EOC	To remain operable during an event	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	Y	City Hall, City Administrator	$12,000	*Local Budget, HMGP, PDM, HMA Grants*	36	High
8	StormReady designation for Niederwald	Application preparation and submission for StormReady designation from the National Weather Service that attests to the community's level of preparedness for severe storms.	Hurricane, Flood, Windstorms, Lightning, Tornado, Hailstorms, Severe Winter Storms, Dam Failure		G1	N	Emergency Planning	Existing staff/ in-kind services	*Local, NWS, FEMA*	24	Medium

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Neiderwald											
9	De-icing contract research/ plan development	Creation of a plan that provides established procedures and negotiated service providers and rates for ice removal for the 2 City streets.	Severe Winter Storms		G1	N	City Administrator	Existing staff/ in-kind services	*Local, County*	12	Low
10	Coordination of new limb and large item pick-up day for wildfire mitigation	Cross marketing of existing brush collection efforts from new trash vendor in order to promote mitigation.	Drought, Extreme Heat, Lightning, Wildfire		G1, G2	N	City Administrator	Local, Disposal Provider	*Local, Disposal Provider*	12	Medium
11	Engineering review of City Hall (modular building) to ensure soundness against natural hazards	Contract a consultation from an engineer to review the new City Hall building to ensure its resiliency (modular building that holds community documents and archives)	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	City Hall, City Administrator	$20,000 Contract Support/ Existing staff/ in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Low
12	Create and implement a plan to landscape public facilities with draught-resistant plants.	Mitigate damage from extreme heat and draught and to stability the soil against erosion	Drought, Extreme Heat		G3	Y	City Administrator	Existing staff/ in-kind services	*Local, TWDB*	24	Low
13	Emergency communication - weather radio installation at public buildings and phone tree development	Installation of permanent weather radio and weather station at City of Niederwald structures, with back-up power source. Create phone tree with volunteer responsibilities for non-critical hazard call down messaging, such as drought alerts	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	City Administrator	$1,000/ Existing staff/ in-kind services	*Local, TDEM, GLO, FEMA*	24	Low
14	Adding water conservation to ordinances/ institution of drought contingency plan as part of operations	Adding drought conservation levels to ordinance to increase resiliency to drought conditions and also provide a method for monitoring drought trends on a local, regional and Statelevel through a drought contingency plan.	Drought, Extreme Heat, Wildfire		G3	N	City Administrator	Existing staff/ in-kind services	*Local, County*	12	Low

Legend:

- Structure and Infrastructure
- Natural System Protection
- Local Plans and Regulations
- Education and Awareness Programs
- Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit	Notes
City of Uhland												
1	Emergency communications - weather radios in all public facilities and phone tree/ coordination	Purchase of permanent weather radio and weather station equipment for all public facilities with back-up power source. Establishment of a community phone tree to be the manual process for reaching residents for times that standard technology fails. This will supplement a plan that Uhland will coordinate with CAPCOG for utilizing available emergency communications resources available at the regional and County levels.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	City Administrator	$1,000	*Local Budget, HMGP, PDM, HMA Grants*	12	Medium	City Administrator Access to ESD radio at Uhland Community Center as well as Police Radio's within Police Department which provide alerts to The City regarding Hazards & Natural Disasters within the surrounding area. This would be beneficial to keep included as the City continues to grow and the number of Public offices rise to keep everyone informed
2	StormReady designation from the national weather service	Application for designation that classifies community's level of preparedness for severe weather and storms.	Hurricane, Flood, Windstorms, Lightning, Tornado, Hailstorms, Severe Winter Storms		G1, G2	N	City Hall	Existing staff/ in-kind services	*Local, NWS, FEMA*	24	Medium	Continue to Develop a plan for future uses, currently rely on weather alerts sent to our smart phones/home phones via National Weather Service/other weather emergency alerts
3	Cooling plan for vulnerable members of the community during periods of extreme heat that result in power loss	Documented plan for how to provide cool accommodations for vulnerable populations during periods of extreme heat when electrical power is interrupted.	Extreme Heat		G1	N	City Hall	Existing staff/ in-kind services	*Local, TDEM, GLO, FEMA*	12	Low	The state of Texas suffers from extreme heat for up to 8 months out of the year and many heat related injuries and death occur. Natural Disasters can wipe out power for several weeks and that paired with the heat is unbearable. We should invest into a cooling plan or program to provide resources to our community of Uhland during times of extreme heat that results in power loss. Examples could be: Notices from local grocery stores willing to discount a portion of new groceries, local food drives, keeping an emergency supply of water for emergencies, investing in more efficient shade methods, and increasing the number of splash pads/water fountains.
4	Increase publid awareness of hazard mitigation	Increasing public awareness of natural hazards and hazardous areas; distributing public awareness information regarding hazards and potential mitigation measures. Promotional sources would include City website, and public education programs. Provide link to HaysInformed on local page	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G3	N	City Administrator	Existing staff/ in-kind services, free brochures from FEMA	*Local, TDEM, GLO, FEMA*	12	Medium	It would be beneficial to provide forms or notices at the community center regarding Flood Hazard Mitigation as well as promoting awareness of hazard mitigation on the city's social media channels.
5	Adopt wildfire maps from Hays County Firewise project	Formally adopt the maps created through the Hays County application for Firewise designation in order to begin to control development in accordance with the avoidance of hazard areas, or development with consideration of proper mitigation.	Wildfires		G1, G2	N	City Hall, County Fire Marshall	Existing staff/ in-kind services	*Local, County*	12	Low	Status Updates regarding wildfires within the area are posted by the ESD, local news outlets, as well as social media.
6	Coordination of marketing large item pick-up day for wildfire mitigation	Enhancement of existing large item pick-up to emphasize the wildfire mitigation benefits of cleaning brush and overgrown lots.	Wildfires, Lightning, Windstorms, Tornadoes		G2	N	City Administrator, Disposal Service Provider	Existing staff/ in-kind services	*Local, Disposal Provider*	6	Low	The Uhland Community Dumpster is located at Uhland City Hall and this will be better advertised. Look into reinstating bulk drop off days throughout the year in which several 40 yard dumpsters are dropped off in various locations for residents to drop off their bulk items in the dumpster. Also continue to advertise this on city social media sites and continue to promote that to residents whom set up their Trash & Recycling Service with The City of Uhland.

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit	Notes
City of Uhland												
7	Extreme temperature help hot-line	Provides residents with a phone number to call to report special needs during extreme temperatures if they do not have access to heating or cooling.	Extreme Heat, Severe Winter Storms		G1	N	City Administrator	Existing staff/ in-kind services	*Local*	18	Low	A great resource for individuals within the community
8	Energy prioritization collaboration with electric cooperative	Identification and documentation of members of the community who depend on electricity for survival (medical).	Extreme Heat, Severe Winter Storms, Lightning, Windstorms, Tornadoes, Hurricanes		G1	N	City Administrator	Existing staff/ in-kind services	*Local, PEC*	6	Low	The two main Energy Providers are PEC (Pedernales) and Bluebonnet and they provide updates to the community regarding integrity of the electrical grid.
9	Generator purchase and installation for City Hall/ Community Center	Installation of back-up electrical power to City Hall/Community Center to ensure continuity of government operations and to also provide temporary sheltering for vulnerable populations in the City.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	City Hall	$10,000	*Local Budget, HMGP, PDM, HMA Grants, CDBG*	18	High	It would be beneficial for Uhland City Hall to invest in a generator especially in the event that a natural disaster or a flooding event takes place as it would be helpful to charge devices, utilize tools, and allow for messages to come through from Emergency Services and weather alerts.
10	Watershed review tour for private dams	Plan for how to enforce flood damage prevention ordinance against encroachments in the floodway by inspecting for private dams that are not authorized and requirement of no-rise study when they are found to ensure neighbors are not at risk to be negatively impacted.	Hurricane, Flood, Dam Failure		G1, G2	N	City Engineer	Existing staff/ in-kind services, contracted professionals	*Local, HMGP, TWDB*	12	Low	City Administrator participated in a meeting regarding the Plum Creek Watershed Partnership in Lockhart Texas in 2023. The City of Uhland is wanting to increase it's communication and partnership with the Water/Wastewater company, especially since water is such an expensive resource within Uhland.
11	Evacuation plans/ alternate road consideration	Documentation of an evacuation plan that includes multiple exits for leaving the community. There are only 2 points of entry/ exit and all 3 flood	Hurricane, Flood, Wildfire, Dam Failure		G1	N	City Hall	Existing staff/ in-kind services	*Local, County*	18	Medium	This would be Beneficial for all members of the community when heavy rains take place, especially those that are located within the flood plain. The City of Uhland closes areas of high water crossings during flooding events however it is frustrating to residents whom are essentially trapped and by having signs placed of alternative routes due to high levels of water could help ease some of that frustration. Additionally it would help members of Emergency Managment Services be able to assist the community quickly if a road were to become blocked/closed.
12	Adoption of soil compaction standards and recommendations	Adopting procedures to mitigate against expansive soils when constructing future roads within the community through higher levels of soil compaction. Recommendation for higher level of soil compaction to lessen the possible effects of expansive soils to accompany existing slab requirements for manufactured and mobile homes.	Hurricane, Flood, Drought, Extreme Heat, Earthquakes		G2	N	City Hall	Existing staff/ in-kind services, contracted professionals	*Local*	6	Low	Soil Testing Kits for Agricultural Uses Plum Creek Watershed offered in 2016, continue to adopt this as new soil compaction standards and recommendations should be amended based on any new research.

Legend:
- Structure and Infrastructure
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- Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Wimberely											
1	Emergency Siren System	Installation of 3 Emergency Siren System	Hurricane, Flood, Windstorms, Lightning, Tornado, Hailstorms, Wildfire, Earthquakes, Dam Failure		G1	N	City Council	$1.0M	*Local Budget, HMGP, PDM, HMA Grants*	48	High
2	Promote flood insurance in the community	Placing National Flood Insurance Program information brochures in City Hall.	Hurricane, Flood, Dam Failure		G2	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Low
3	Adopt higher standards for flood damage prevention ordinance	Adopt 2 foot freeboard in existing ordinance for new development and substantial repairs.	Hurricane, Flood, Dam Failure		G2	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Medium
4	Attend advanced local floodplain management courses to receive certification	Send certified member of staff to advanced courses.	Hurricane, Flood, Dam Failure		G1	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Low
5	Improve emergency/ communication warning systems	Purchasing equipment and training personnel to improve local and Countywide emergency communication. Utilize system to provide information on hazards and community guidance on accessing emergency resources (such as cooling center locations for extreme heat)	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	City Council	$620,000	*Local Budget, HMGP, PDM, HMA Grants*	60	High
6	StormReady designation from National Weather Service	Application for designation that classifies community's level of preparedness for severe weather and storms.	Hurricane, Flood, Dam Failure		G1	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Low
7	Increaes public awareness of hazard mitigation	Increasing public awareness of natural hazards and hazardous areas; distributing public awareness information regarding hazards and potential mitigation measures. Promotional sources would include City website, social media, and public education programs. Provide link to HaysInformed on local page.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Low
8	Adopt wildfire maps from Hays County Firewise project	Formally adopt the maps created through the Hays County application for Firewise designation in order to begin to control development in accordance with the avoidance of hazard areas, or development with consideration of proper mitigation.	Drought, Extreme Heat, Wildfire		G1	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Medium

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Wimberely											
9	Coordination of marketing large item pick-up day for wildfire mitigation	Enhancement of existing large item pick-up to emphasis the wildfire mitigation benefits of cleaning brush and overgrown lots.	Drought, Extreme Heat, Wildfire		G2	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Medium
10	Drought monitoring program	Provide widget on City homepage that provides the latest US Drought Monitor conditions for the day.	Drought, Extreme Heat		G1	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Low
11	Watershed review tour for private dams	Plan for how to enforce flood damage prevention ordinance against encroachments in the floodway by inspecting for private dams that are not authorized and requirement of no-rise study when they are found to ensure neighbors are not at risk to be negatively impacted.	Dam Failure		G1	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Low
12	Evacuation plan/ alternate road consideration	Documentation of an evacuation plan that includes multiple exits for leaving the community	Hurricane, Flood, Tornado, Wildfire, Dam Failure		G1	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Low
13	Soil compaction requirement for roads and recommendation for residential	Requirement for higher level of soil compaction for new road development. Recommendation for soil compaction to lessen the possible effects of expansive soils to accompany existing slab requirements for manufactured and mobile homes.	Drought, Extreme Heat, Earthquake		G2	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Low
14	De-icing contract research/ plan development	Creation of a plan that provides established procedures and negotiated service providers and rates for ice removal for the city streets.	Severe Winter Storms		G2	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Low
15	Develop water use public awareness campaign to ensure water for firefighting, provision of drinking water and reduction of groundwater depletion	Develop public information campaign to inform the public of water conservation practices.	Drought, Extreme Heat		G3	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Medium
16	Windstrap requirement on temporary structures	Ordinance update to require windstrap installation on all temporary structures to lessen the impacts of wind as well as the occurrence debris.	Windstorms		G2	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Low

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Wimberely											
17	Restriction on development along Blanco River	Specific ordinance that limits development along the river in an effort to mitigate loss of life and property	Hurricane, Floods, Dam Failure		G2	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Medium
18	Enhance water conservation ordinance	Enhancement of existing ordinance in order to place more measures that would further protect the water supply for the community, through the promotion of rainwater collection and xeriscape through the incentives of permit fee waivers.	Drought, Exreme Heat		G4	N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	12	Medium
19	Seismic building code provisions	Review and possible incorporation of seismic building code provisions from International Building Codes.	Earthquakes			N	City Council	Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	24	Low
20	Acquisition or elevation of repetitive loss properties	As of 09/2016, Wimberley has 12 repetitive loss properties that need mitigation to reduce the over $1.7 Million in payments that have been made.	Hurricane, Flood, Dam Failure		G2	N	City Council	$2.0M	*Local Budget, HMGP, PDM, HMA Grants*	36	High
21	FM 1492 at Blanco River	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$1.2M/ Existing Staff - in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	36	High
22	Little Arkansas at Blanco River	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$1.0M	*Local Budget, HMGP, PDM, HMA Grants*	36	High
23	Valley Drive at Pierce Creek	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$500,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
24	Flite Acres Road	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$500,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
25	FM 1492 at Pierce Creek	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$250,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
26	Wilson Creek at River Road	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$200,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
City of Wimberely											
27	Green Acres Dr. at Fire Station	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$250,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
28	Leveritt's Loop	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$150,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
29	Spoke Hollow Dr. at Spoke Pile Creek	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$150,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
30	River Road at Western City Limits	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$200,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
31	Paradise Hills	Replace low water crossing.	Hurricane, Flood, Dam Failure		G2	N	City Council	$90,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
32	River Road	Reconstruct Roadway along Blanco River.	Hurricane, Flood, Dam Failure		G2	N	City Council	$850,000	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
33	Little Ranches at Panther Creek	Reconstruct Low Water Crossing & Roadway.	Hurricane, Flood, Dam Failure		G2	N	City Council	$1.0M	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium
34	Hoots Holler	Reconstruct low water crossing & roadway.	Hurricane, Flood, Dam Failure		G2	N	City Council	$1.0M	*Local Budget, HMGP, PDM, HMA Grants*	48	Medium

Legend:

- Structure and Infrastructure
- Natural System Protection
- Local Plans and Regulations
- Education and Awareness Programs
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Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Village of Bear Creek											
1	Development and implementation of flood insurance information campaign	Promote the flood insurance program to lessen the number of structures uninsured from flood loss by providing citizens access to brochures about the NFIP at the local Volunteer Fire Department.	Hurricane, Flood, Dam Failure		G1	N	Village Secretary	Existing City staff and in-kind services	*Local Budget, FEMA, TDEM*	60	Medium
2	Flood ordinance higher standards	Create higher standards to increase protection of development in/near the floodplain, increasing freeboard. Based on updated flood maps as appropriate.	Hurricane, Flood, Dam Failure		G1	N	Commissioners	Existing City staff and in-kind services	*Local Budget, TDEM*	12	High
3	Local FPA floodplain management training plan development and implementation	Implement traning plan attendance at Texas Water Development Board or Texas Floodplain Management Association classes.	Hurricane, Flood, Dam Failure		G1	N	Secretary/ Commissioners	Existing City staff and in-kind services	*Local Budget, FEMA, TDEM*	Ongoing	Medium
4	Energy restore priority effort	Plan that provides the energy provider with data on the highest priority energy users who need their power recovered first, due to medical dependencies on power.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	Staff, PEC, Hay County EOC	Existing City staff and in-kind services	*Local Budget*	12	Low
5	Development and implementation of natural hazard mitigation awareness program	Publication of hazard mitigation awareness materials for residents from Haysinformed.com refereduced on Village of Bear Creek Website. Links to Hays informed information will be updated	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Secretary	Existing City staff and in-kind services	*Local Budget, FEMA, TDEM*	12	Low
6	Development, adoption, and implementation of drought contingency plan	Update drought contingencty plan to document activities to institute drought stage triggers for water preservation enforcement.	Drought, Extreme Heat		G3	N	Secretary/ Commissioners	Existing City staff and in-kind services	*Local Budget, HMGP, PDM, HMA Grants*	36	Low
7	Sanding contract research/ plan development	Creation of a plan that provides established procedures and negotiated service providers and rates for sanding. (Verify with City Engineering - Contractor)	Severe Winter Storms		G2	N	Secretary/ Commissioners	Existing City staff and in-kind services	*Local Budget, TDEM*	12	Low
8	Enhancement of large item pick-up event to promote brush clean-up	Marketing effort to encourage brush cleanup during existing Large-Item Pickup Event hosted by trash service. Ongoing Row Clearance.	Extreme Heat, Lightning, Wildfire		G2	N	Village Secretary	Existing City staff and in-kind services	*Local Budget, TDEM*	24	Low

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Village of Bear Creek											
9	Low water crossing protection plan	Documented project plan to define low water crossings that need to be reparied, retrofitted and establish maintenance schedule/procedures.	Hurricane, Flood, Dam Failure		G2	N	Commissioners, Secretary, Contracted Engineers	Existing staff/in-kind services, cost of engineering support	*Local Budget, HMGP, PDM, HMA Grants*	36	Medium
10	Adoption of procedure for instituting rainwater harvesting systems for future public structure construction	Although the Village has no public structures, the community will adopt procedures to incorporate Rainwater Harvesting systems to future public structures.	Drought, Extreme Heat		G3	N	Commissioners	Existing City staff and in-kind services	*Local Budget, TWDB*	36	Medium
11	Enhancement and adoption of enhanced driveway ordinance	Enhancement to the existing minimum standards for driveway construction guidelines for higher soil compaction levels.	Hurricane, Flood, Drought, Extreme Heat, Dam Failure		G2	N	Commissioners, Contracted Engineers	Existing staff/in-kind services, cost of engineering support	*Local Budget*	24	Low
12	Development and implementation of emergency communications - phone tree plan document	Manual call-down procedures and data for this small town to do emergency messaging to residents in cases during which County resources aren't available to do so for them.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Secretary/ Commissioners	Existing City staff and in-kind services/ Volunteers	*Local Budget*	12	Low

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Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Village of Woodcreek											
1	Promote flood insurance in the community	Placing National Flood Insurance Program information brochures in City Hall.	Hurricane, Flood, Dam Failure		G2	N	City Administrator	Existing staff/ in-kind services	*Local, FEMA, TDEM*	12	Low
2	Public awareness campain for the reduction of groundwater depletion	Develop public information campaign to inform the public of water conservation practices.	Drought, Extreme Heat		G3	N	City Administrator	Existing staff/ in-kind services	*Local, FEMA, TDEM*	12	Medium
3	Increase public awareness of hazard mitigation	Increasing public awareness of natural hazards and hazardous areas; distributing public awareness information regarding hazards and potential mitigation measures. Promotional sources would include City website, social media and public education programs. Provide link to HaysInformed.com	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	City Administrator	Existing staff/ in-kind services	*Local, FEMA, TDEM*	24	Low
4	Coordination of marketing large item pick-up day for wildfire mitigation	Enhancement of existing large item pick-up to emphasize the wildfire mitigation benefits of cleaning brush and overgrown lots.	Drought, Windstorms, Extreme Heat, Lightning, Tornado, Wildfire		G2	N	City Administrator/ Waste Disposal Provider	Existing staff/ in-kind services	*Local, FEMA, TDEM*	12	Low
5	Energy prioritization collaboration with electric cooperative	Identification and documentation of members of the community who depend on electricity for survival (medical).	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	N	City Administrator	Existing staff/ in-kind services	*Local*	12	Medium
6	Watershed review tour for private dams	Plan for how to enforce flood damage prevention ordinance against encroachments in the floodway by inspecting for private dams that are not authorized and requirement of no-rise study when they are found.	Hurricane, Flood, Dam Failure		G1	N	City Administrator	Existing staff/ in-kind services, Consultant Services	*Local Budget, HMGP, PDM, HMA Grants*	36	Low
7	CFM training and CFM certification	Send designated floodplain administrator to attend floodplain management courses and to test for certification as a Certified Floodplain Manager.	Hurricane, Flood, Dam Failure		G1	N	City Hall	Existing staff/ in-kind services	*Local, FEMA, TDEM*	12	Medium
8	StormReady designation from National Weather Service	Application for designation that classifies community's level of preparedness for severe weather and storms.	Hurricane, Flood, Dam Failure		G2	N	City Hall	Existing staff/ in-kind services	*Local, FEMA, TDEM*	12	Medium

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Village of Woodcreek											
9	Adoption of soil compaction standards and recommendations	Road techniques that require soil compaction to mitigate Expansive Soils. Recommendation documents for soil compaction to lessen the possible effects of shrinking and swelling to do flooding and drought to accompany existing slab requirements for manufactured and mobile homes.	Hurricane, Flood, Drought, Extreme Heat, Dam Failure		G2	N	City Hall	Existing staff/ in-kind services, Consultant Services	*Local, FEMA, TDEM*	24	Low
10	Installation of mitigation features for new public facilities to ensure soundness against natural hazards	Ensure new structures are structurally reinforced against natural hazards. To include, low-flow water units for drought, flood-proofing (if needed), wind resistant doors and windows, freeboard, bracing and bolting of sill plates, higher levels of soil compaction and proper perimeter drainage systems, impact resistant films for glass, foundation supports, increased insulation and grounding systems.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1, G2	Y	Planning Department	Unknown	*Local Budget, HMGP, PDM, HMA Grants*	48	High

Legend:

Structure and Infrastructure
Natural System Protection
Local Plans and Regulations
Education and Awareness Programs
Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Texas State University											
1	Develop a hazard awarenes week for implementation in cooperation with the county.	This awareness campaign is linked to the National Weather Service education program, including a library section on preparedness and information on County's website with links to preparedness programs. Publish, distribute and disseminate hazard information brochures to student community.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Administration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	12	Medium
2	Acquire and install generators at all critical facilities	Aquire and install generators with hard wired quick connections at all critical facilities	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	Engineering	>$100,000	Local Budget, State and Federal Grants	36	Medium
3	Harden facilities and assets	Harden facilities and assets against the full range of natural hazards	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	Engineering	>$100,000	Local Budget, State and Federal Grants	36	Medium
4	Study existing student shelter needs and modify and upgrade as necessary	The ability of current shelter locations to function as short or long term shelters will be determined with the appropriate upgrades made.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Administration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	24	Low
5	Update Campus Master Drainage Plan	Update the Campus Master Drainage Plan to more accurately reflect current climate conditions based on the update Atlas 14 rainfall data.	Hurricane, Flood		G1, G2	N	Engineering	>$100,000	Local Budget, State and Federal Grants	24	High

Legend:

- Structure and Infrastructure
- Natural System Protection
- Local Plans and Regulations
- Education and Awareness Programs
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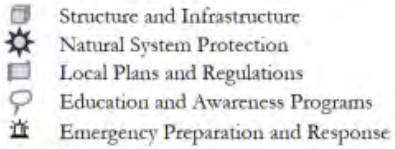
Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Dripping Springs ISD											
1	Develop a hazard awarenes week for implementation in cooperation with the county.	This awareness campaign is linked to the National Weather Service education program, including a library section on preparedness and information on County's website with links to preparedness programs. Publish, distribute and disseminate hazard information brochures to student community.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	Y	Administration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	12	Medium
2	Acquire and install generators at all critical facilities	Aquire and install generators with hard wired quick connections at all critical facilities	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G2	Y	Engineering	To be Determined	Local Budget, State and Federal Grants	36	Medium
3	Harden facilities and assets	Harden facilities and assets against the full range of natural hazards	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G2	Y	Engineering	To be Determined	Local Budget, State and Federal Grants	36	Medium
4	Study existing student shelter needs and modify and upgrade as necessary	The ability of current shelter locations to function as short or long term shelters will be determined with the appropriate upgrades made.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	Y	Administration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	24	Low

Legend:



Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Hays ISD											
1	Develop a hazard awarenes week for implementation in cooperation with the county.	This awareness campaign is linked to the National Weather Service education program, including a library section on preparedness and information on County's website with links to preparedness programs. Publish, distribute and disseminate hazard information brochures to student community.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	Y	Administration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	12	Medium
2	Acquire and install generators at all critical facilities	Aquire and install generators with hard wired quick connections at all critical facilities	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G2	Y	Engineering	To be Determined	Local Budget, State and Federal Grants	36	Medium
3	Harden facilities and assets	Harden facilities and assets against the full range of natural hazards	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G2	Y	Engineering	To be Determined	Local Budget, State and Federal Grants	36	Medium
4	Study existing student shelter needs and modify and upgrade as necessary	The ability of current shelter locations to function as short or long term shelters will be determined with the appropriate upgrades made.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	Y	Administration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	24	Low

Legend:

Structure and Infrastructure
Natural System Protection
Local Plans and Regulations
Education and Awareness Programs
Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
San Marcos Consolidated ISD											
1	Develop a hazard awarenes week for implementation in cooperation with the county.	This awareness campaign is linked to the National Weather Service education program, including a library section on preparedness and information on County's website with links to preparedness programs. Publish, distribute and disseminate hazard information brochures to student community.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Administration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	12	Medium
2	Acquire and install generators at all critical facilities	Aqure and install generators with hard wired quick connections at all critical facilities	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	Engineering	To be Determined	Local Budget, State and Federal Grants	36	Medium
3	Harden facilities and assets	Harden facilities and assets against the full range of natural hazards	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G2	N	Engineering	To be Determined	Local Budget, State and Federal Grants	36	Medium
4	Study existing student shelter needs and modify and upgrade as necessary	The ability of current shelter locations to function as short or long term shelters will be determined with the appropriate upgrades made.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes, Dam Failure		G1	N	Administration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	24	Low

Legend:

Structure and Infrastructure
Natural System Protection
Local Plans and Regulations
Education and Awareness Programs
Emergency Preparation and Response

Ranking	Mitigation Action Title	Description	Hazards Mitigated	Action Type	Applicable Goals	New Action	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline (Months)	Benefit
Wimberley ISD											
1	Develop a hazard awarenes week for implementation in cooperation with the county.	This awareness campaign is linked to the National Weather Service education program, including a library section on preparedness and information on County's website with links to preparedness programs. Publish, distribute and disseminate hazard information brochures to student community.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	Y	Adiministration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	12	Medium
2	Acquire and install generators at all critical facilities	Aquire and install generators with hard wired quick connections at all critical facilities	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G2	Y	Engineering	To be Determined	Local Budget, State and Federal Grants	36	Medium
3	Harden facilities and assets	Harden facilities and assets against the full range of natural hazards	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G2	Y	Engineering	To be Determined	Local Budget, State and Federal Grants	36	Medium
4	Study existing student shelter needs and modify and upgrade as necessary	The ability of current shelter locations to function as short or long term shelters will be determined with the appropriate upgrades made.	Hurricane, Flood, Drought, Windstorms, Extreme Heat, Lightning, Tornado, Hailstorms, Wildfire, Severe Winter Storms, Earthquakes		G1	Y	Adiministration	Existing Staff/ In-Kind Services	Local Budget, State and Federal Grants	24	Low

Legend:

- Structure and Infrastructure
- Natural System Protection
- Local Plans and Regulations
- Education and Awareness Programs
- Emergency Preparation and Response

Mitigation Action Plan

The mitigation action plan is a method to prioritize mitigation actions and assign departmental responsibility, ensuring a higher rate of successful action implementation and administration. Each jurisdiction has multiple authorities to implement the mitigation strategy including, but also limited to, local planning and zoning, public works efforts, emergency management, tax authority, building codes and ordinances, and legislative and managerial.

All of the mitigation actions, both new and old, in this section were prioritized primarily based on FEMA's Social, Technical, Administrative, Political, Legal, Economic, and Environmental (STAPLE+E) criteria. These criteria are considered necessary for successful and enduring implementation of each action. Each participating jurisdiction in the plan had an opportunity to discuss and consider each of the criteria as they related to each individual action and rate them from 1 to 5. The total scores from the STAPLE+E exercises were then used to assign an overall priority to each mitigation action for each of the participating jurisdictions. In addition to the STAPLE+E exercise, jurisdictions analyzed each action in terms of which department or agency will be responsible for administration of the action, action timeline, potential funding sources, and the overall costs, measuring whether the potential benefit to be gained from the action outweighed the costs associated with it.

SECTION 19: PLAN MAINTENANCE

This section describes how Hays County, including participating jurisdictions, will implement the Plan and continue to evaluate and enhance it over time. As indicated in the previous section, each action has been assigned to a specific department within the jurisdiction. In order to ensure that the Plan remains current and relevant, the following plan maintenance procedures will be addressed:

1. Ensure the mitigation strategy remains current and that actions are implemented according to the timeline.

2. Develop an ongoing mitigation program throughout the community for each participating jurisdiction and work together at the county level to update and review the plan.

3. Integrate short and long-term mitigation objectives into community officials' daily roles and responsibilities.

4. Continue public involvement and maintain momentum with education programs and materials, routine publication of accomplishments, and briefings to decision-makers of the Plan's progress.

Table 20-1 indicates the department or title responsible for this action. Each participating jurisdiction determines the department or title of personnel responsible for implementation of mitigation strategies and the development of procedures.

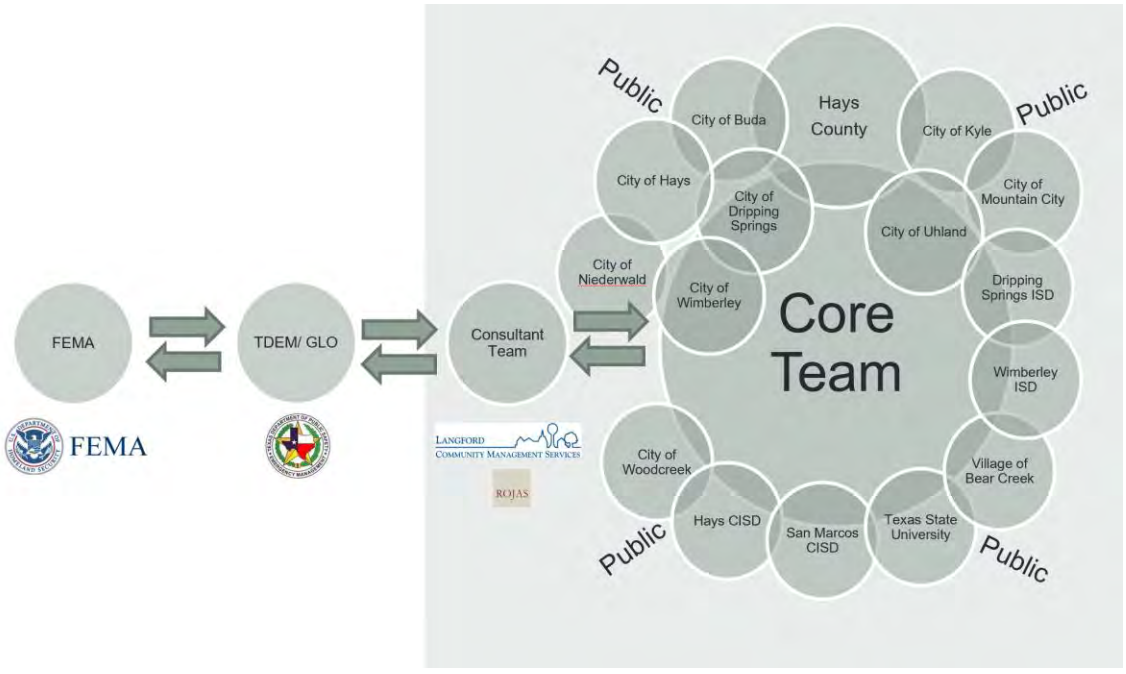


Table 20-1: Team Members Responsible for Plan Maintenance

Jurisdiction/Entity	Title
Hays County	Emergency Management Coordinator
City of Buda	City Manager
City of Dripping Springs	City Manager
City of Hays	City Manager
City of Kyle	City Manager
City of Mountain City	City Manager
City of Niederwald	City Manager
City of Uhland	City Manager
City of Wimberley	City Manager
City of Woodcreek	City Manager
Village of Bear Creek	General Manager
Dripping Springs ISD	Superintendent
Hays CISD	Superintendent
San Marcos Consolidated ISD	Superintendent
Wimberley ISD	Superintendent
Texas State University	Emergency Management Officer

Incorporation

Elements of the prior plan have been incorporated into existing and new county and city planning mechanisms of the participating jurisdictions.

Following adoption and approval of the Plan, Hays County, including participating jurisdictions, will implement actions they have developed and prioritized in the plan based on funding availability and continuing public input. A timeline is provided with each action and is used to assess whether actions are being completed on time based on the date of plan adoption. Potential funding sources are also listed for each action in Section 18, and described in more detail below. Additional funding sources can include federal disaster declarations and other non-federal grant sources.

Local Funding: This is funding that the community can allocate in the budget process and with other local funding mechanisms such as impact fees and drainage utility fees. This funding can be used entirely for specific hazard mitigation activities and projects or can be used as a match to leverage federal and state funding.

BRIC (or other similar public funding entity): The Building Resilient Infrastructure and Communities (BRIC) grant program supports states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. The program's guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large infrastructure projects; maintaining flexibility; and providing consistency.

CWDG: The Community Wildfire Defense Grant Program, or CWDG, is intended to help at-risk local communities and Tribes plan for and reduce the risk of wildfire. This program, which was authorized by the Bipartisan Infrastructure Law, prioritizes at-risk communities in an area identified as having high or very high wildfire hazard potential, are low-income, or have been impacted by a severe disaster that affects the risk of wildfire. More details on

these three priorities can be found in the Notices of Funding Opportunity (NOFOs) below. The program provides funding to communities for two primary purposes:

- Develop and revise Community Wildfire Protection Plans (CWPP).
- Implement projects described in a Community Wildfire Protection Plan that is less than ten years old.

The CWDG Grant Program also helps communities in the wildland urban interface (WUI) implement the three goals of the National Cohesive Wildland Fire Management Strategy.

HMGP: The purpose of Hazard Mitigation Grant Programs is to help communities implement hazard mitigation measures following a Presidential Major Disaster Declaration in the areas of the state, tribe, or territory requested by the Governor or Tribal Executive. The key purpose of this grant program is to enact mitigation measures that reduce the risk of loss of life and property from future disasters.

PDM: The Pre-Disaster Mitigation Grant Program is designed to provide technical and financial assistants to States and local governments for cost-effective pre-disaster hazard mitigation activities that complement a comprehensive mitigation program. The goal is to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters. This program awards planning and project grants and provides opportunities for raising public awareness about reducing future losses before disaster strikes. Mitigation planning is a key process used to break the cycle of disaster damage, reconstruction, and repeated damage.

Methods of Incorporation of the Plan

Once per year at a minimum, participating Core team members will conduct a review of plans and policies in place and analyze the need for amendments based on the approved plan. Team members will incorporate any mitigation policies and actions into these plans and policies as appropriate, then seek approval from Commissioners Court and/or City Councils, as appropriate. The plans and policies that will require review include emergency operations or management plans, capital improvement plans, comprehensive land use and future growth plans, transportation plans, annual budgeting, and any building codes that guide and control development in a way that will contribute to the goals of this mitigation plan to reduce long-term risk to life and property from all hazards.

A list of regulatory and planning capabilities currently available to the jurisdictions can be found in **Appendix A**. In the process of integrating the mitigation actions into new and existing planning mechanisms, the participating jurisdictions will do the following:

- Hays County – Actions will be presented to Commissioner's Court by the responsible department. Upon approval by Commissioner's Court, approved actions will be acted upon and/or integrated into existing planning mechanisms.
- Municipalities, Texas State University and ISDs – Actions will be presented to City Councils, governing bodies and School Boards by the responsible department. Upon approval by City Council or the Board, approved actions will be acted upon and/or integrated into existing planning mechanisms.

Grant Applications	Hazard mitigation grant funding will be sought as a way to fund eligible action items as the funding is awarded. If a need for additional action items is presented, an amendment will be necessary to include the action in the plan.

Annual Budget Review	The Plan and mitigation actions will be reviewed annually to determine any funding needs to be included during the budget process and will involve various departments and team members that participated in the planning process. Local funds match requirements for grants will be considered by the appropriate department such as engineering, planning, code enforcement, and others to achieve the mitigation action based on the timeline.
Floodplain Management Plans and Watershed Studies	These types of plans include preventative and corrective actions to address the flood hazard.
Regulatory Plans and Future Growth Plans	Hays County, including participating jurisdictions, have regulatory plans in place are in need of updating from time to time. This Hazard Mitigation Action Plan Update will be consulted when County and City departments review or revise their current regulatory planning mechanisms and growth plans such as land development and building codes, comprehensive plans, and capital improvement plans.

Periodic annual tracking of the Plan is required to ensure that the mitigation actions are implemented over the 5-year cycle and that the Plan is kept current based on the latest information about hazards and their impacts. The team members designated by department and jurisdiction in Table 18-1 are responsible for monitoring, evaluating, and updating the Plan for their participating jurisdiction. The planning team will convene on an annual basis or when other plans are being developed, reviewed or updated. In addition to annual monitoring, the Plan will be similarly reviewed immediately after extreme weather events including but not limited to state and federally declared disasters.

Monitoring

The Plan in its entirety, will be monitored, including but not limited to continued public participation, plan evaluation method, plan update methods, action prioritization, administration of identified mitigation actions, risk assessment, and incorporation into other planning mechanisms. Responsibilities of annual monitoring include working with various city and county departments to ensure that the identified mitigation actions get incorporated into existing plans and policies and that mitigations actions that are funded by City Councils and the County Commissioners' Court get implemented. These mitigation action status updates will include a feasibility assessment for implementation and funding for the remaining time left in the 5-year mitigation action planning cycle.

Planning team meetings for *monitoring* the plan will include a **sign-in sheet** to record attendance and a **brief report** that identifies policies and actions in the plan that have been successfully implemented since its adoption. The report will also document the steps to be followed to develop action items into a policy or project that have not yet been completed and how the plan has been incorporated into other planning mechanisms.

Evaluation

As part of the annual tracking of the Plan, Core Planning Team members will evaluate changes in risk and hazard data associated with the planning area to determine if there are any needed changes to mitigation action timelines, prioritization, or if any action needs to be amended, added, or deleted. This is an opportunity to detect if there are any new obstacles to the implementation of actions such as funding, political, legal, or coordination within departments such as changes in departmental programs and goals that may affect mitigation priorities.

The Plan evaluation is also an opportunity to review the effectiveness of public participation and outreach efforts and to update or expand upon those efforts. The effectiveness of public participation can be measured with surveys, number of website hits, number of people in attendance, and number of materials printed. The annual evaluation process is necessary to make any necessary amendments to the plan to keep the plan relevant and most effective in mitigating the identified hazards in the Plan. Team meetings for *evaluating* the plan will include a **sign-in sheet** to record attendance and a **brief report** that identifies any changes to the Plan or to the local jurisdiction's implementation process needed for continued success.

Updating

The designated Core Planning Team member from each community evaluating the Plan will prepare annual reports that will be used to keep the Plan updated and keep them on file. Major changes to mitigation actions or the overall direction of the Plan or the policies contained within the Plan are subject to formal adoption by each city and the amendment will be submitted to TDEM. To determine whether to recommend approval or denial of a Plan amendment request, each County, City, or School District will consider the following factors:

- Changes in information, data, or assumptions from those on which the Plan was based.
- New issues or needs that were not adequately addressed in the Plan.
- Errors or omissions made in the identification of issues or needs during the preparation of the Plan.

This annual Plan Maintenance process enables Hays County, including participating jurisdictions, to keep their Hazard Mitigation Plan relevant based on the latest information, capabilities, needs, and community input. The process also provides an opportunity to ensure that mitigation actions are meeting the goals in this Plan and that they are implemented in the manner they were intended. This is a valuable opportunity to identify mitigation actions in the annual report that were not successful and to recommend removal of those that are no longer needed.

Five Year Review and Update

The Plan will be thoroughly reviewed by Planning Team members at the end of three years from the approval date to determine whether there have been any significant changes in the area that may require updating, amending, or deleting parts of the Plan. It is wise to begin considering plan updates in advance of the five-year deadline due to the timelines for grant funding, Plan reviews, and to ensure eligibility. Oftentimes, the timelines for grant and planning cycles can be in excess of a year to apply and receive funding.

The 5-year Plan review allows for evaluating successful and unsuccessful mitigation actions, documenting losses avoided, and considering factors affecting the Plan. Necessary revisions will be summarized and integrated into the existing plan or reserved for the 5-year plan update. The revised or new Plan will be submitted to TDEM and FEMA for final review and approval.

Continued Public Involvement

Input from the stakeholders and public was an integral part of the preparation of this Plan and will continue as the Plan is reviewed, revised, and updated. This Plan will be posted on the websites of Hays County, and participating jurisdictions, where the public will be invited to review and provide feedback via e-mail. Core Planning Team members are tasked with notifying stakeholders and community members when the annual review of the plan is undertaken.

The Planning team may also develop a voluntary citizen/stakeholder advisory group comprised of members from throughout the planning area to provide feedback on an annual basis. It is vital that the public and stakeholders maintain a vested interest in the Plan in order to keep the Plan relevant as it relates to the broader community's sustained health, safety, and welfare. Media such as websites, social media, local newspaper, and radio stations will be used to notify the public of any maintenance or periodic review activities taking place.

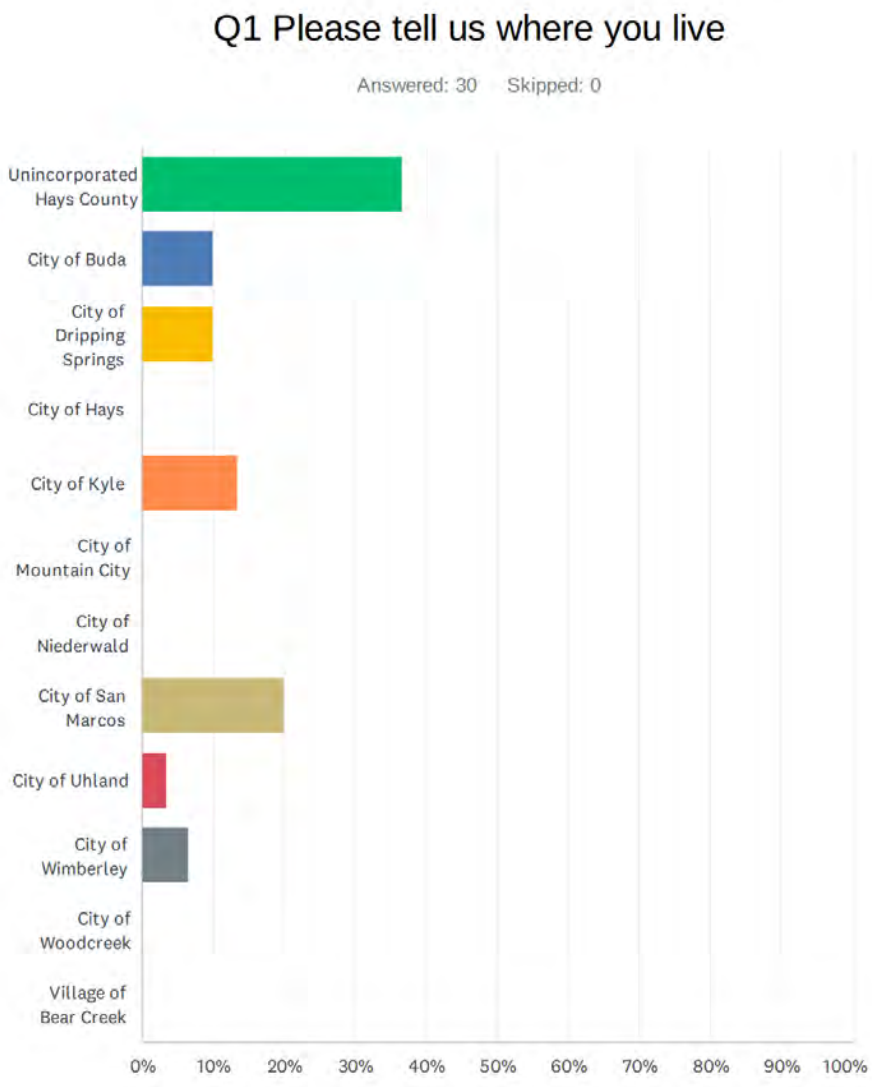
Public participation is critical to creating a plan that is enduring and one that has meaning to the community. The direct involvement of local officials and the public has been and will continue to be sought during the development, implementation, and maintenance phases of this Hays County Hazard Mitigation Plan Update.

APPENDIX A: CAPABILITY ASSESSMENT

	Capabilities	Hays County	City of Buda	City of Dripping Springs	City of Hays	City of Kyle	City of Mountain Creek	City of Neiderwald	City of Uhland	City of Wimberley	City of Woodcreek	Village of Bear Creek	Dripping Springs ISD	Hays CISD	San Marcos CISD	Wimberley ISD	Texas State University	
Planning and Regulatory	Comprehensive Plan	X	X	X		X				X							X	The planning and regulatory mechanisms that guide growth and development and emergency plans
	Economic Development Plan	X	X	X		X				X								
	Transportation Plans	X	X	X		X				X							X	
	Emergency Operation Plans	X	X	X		X				X							X	
	Continuity of Operations Plan	X	X	X		X				X							X	
	Stormwater Management Plan	X	X	X		X				X							X	
	NFIP Participant	X	X	X	X	X	X	X	X	X	X	X						
	CRS Community																	
	Zoning ordinances		X	X		X		X	X	X	X							
	Building Codes	X	X	X	X	X	X	X	X	X	X							
	Subdivision Ordinance	X	X	X		X		X		X	X	X						
	Floodplain Ordinance	X	X	X	X	X	X	X	X	X	X	X						
Administrative and Technical	Engineers	X	X	X		X	X	X	X	X	X	X					X	This refers to staff, skills, and tools a community has. So provide staff numbers and any credentials or certificate trainings in reference to hazard mitigation
	Planners	X	X	X		X				X							X	
	GIS Analysts	X	X			X												
	Building inspectors	X	X	X		X				X								
	Emergency managers	X	X	X		X				X								
	Grant writers	X	X	X		X				X								
	Chief Building Official	X	X	X		X				X								
	Floodplain Administrator	X	X	X	X	X	X	X	X	X	X	X						
Financial	CDBG	X		X		X				X								The resources that a jurisdiction has access to or is eligible to use to fund mitigation efforts
	Capital Improvement Program	X	X	X		X												
	Stormwater utility fees																	
	Development impact fees	X	X															
Education and Outreach	School programs	X											X	X	X	X	X	The programs and methods already in place that could be used to implement mitigation activities
	Firewise communities	X																
	Storm Ready communities																	
	Hazard awareness campaigns	X	X	X		X				X					X			
	Public Information Officer	X	X														X	
	Community newsletter	X	X	X		X				X				X	X	X	X	

Planning and regulatory capabilities are identified as the most impactful to how a municipality or utility can plan and develop in a way that is disaster resilient. The most critical capabilities related to planning and development such as Capital Improvement Programs, subdivision ordinances, comprehensive plans, transportation plans and zoning codes are already in place for the cities of Buda, Dripping Springs, and Kyle. As is typical of smaller communities, many critical municipal functions and roles are carried out by people that are required to wear "many hats" as part of their job description. This strategy can be cost-effective for cash strapped municipalities but it often leads to roles being carried out by those that may be experts in one area or field and not necessarily the secondary and tertiary roles they are needed for. This also leads to the requirement to contract with outside consultants who may be experts in specific areas but don't always have the local knowledge and background that can be critical to success. This would require local focus on these items such as hiring planning, GIS, and building official personnel or developing these capabilities with grants and other means. Studies also need to be conducted to thoroughly identify gaps in capabilities and comparisons made with other communities of similar size and economy. The communities throughout the planning area currently utilize engineering and grant writing consultants that are meeting these capability needs. Fiscal mechanisms to fund growth also need to be explored throughout the planning area such as drainage utility fees and impact fees. Lastly, educational programs and literature related to hazard mitigation should be strengthened within all municipalities which includes close coordination with the local school districts.

APPENDIX B: PUBLIC SURVEY

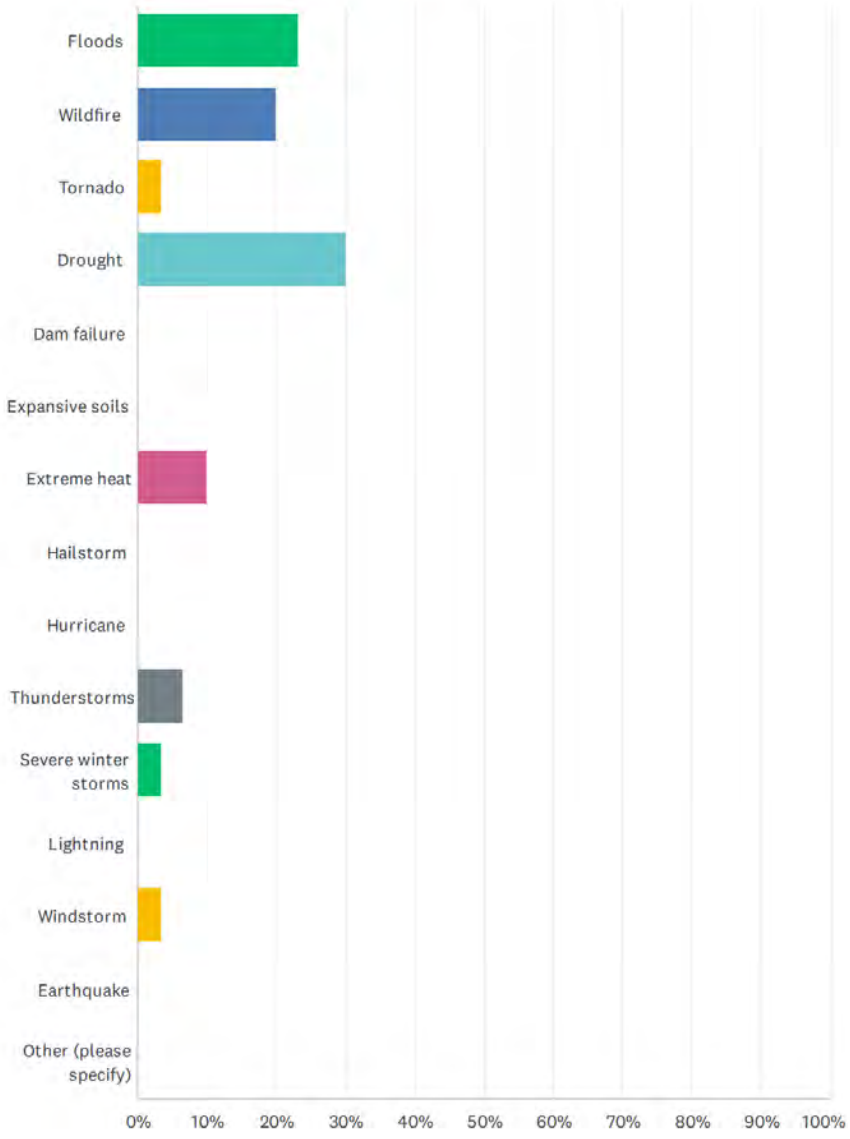


Hays County Hazard Mitigation Plan Update

ANSWER CHOICES	RESPONSES	
Unincorporated Hays County	36.67%	11
City of Buda	10.00%	3
City of Dripping Springs	10.00%	3
City of Hays	0.00%	0
City of Kyle	13.33%	4
City of Mountain City	0.00%	0
City of Niederwald	0.00%	0
City of San Marcos	20.00%	6
City of Uhland	3.33%	1
City of Wimberley	6.67%	2
City of Woodcreek	0.00%	0
Village of Bear Creek	0.00%	0
TOTAL		30

Q2 Please select the natural hazard you think is the highest threat to you, your business and/or your community. (Please check only one)

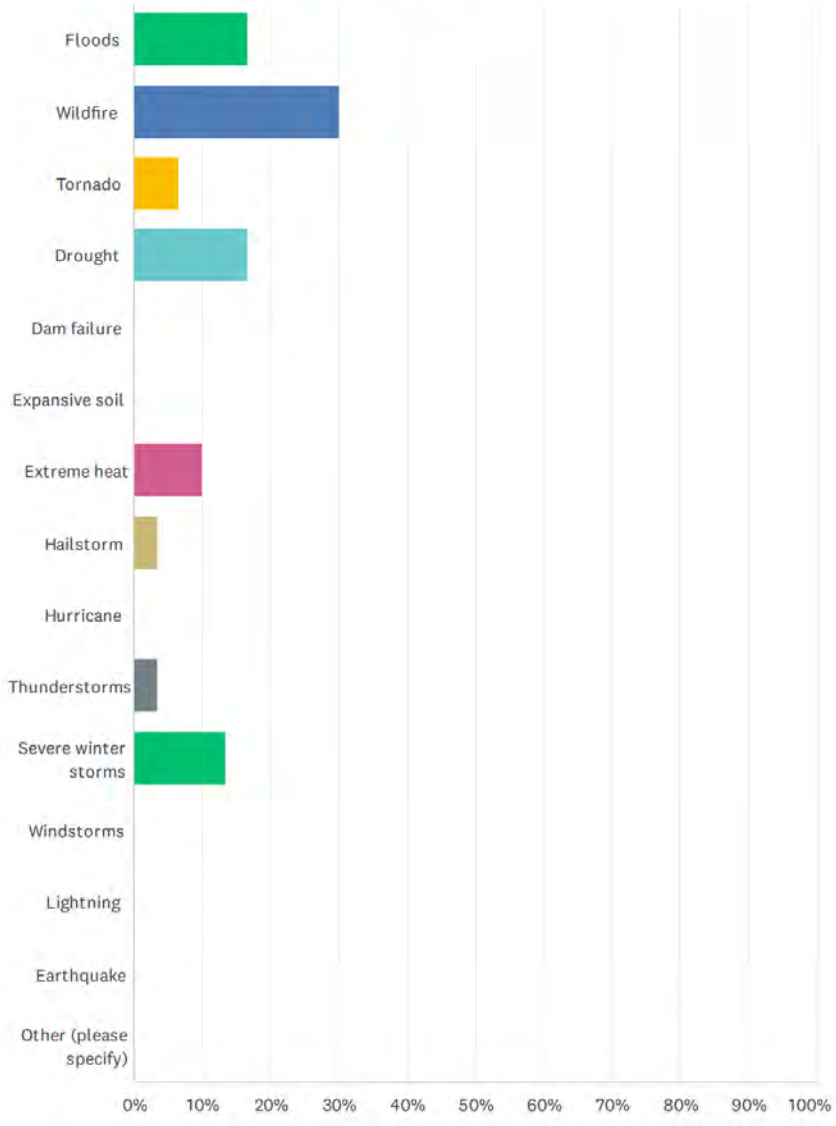
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Floods	23.33%	7
Wildfire	20.00%	6
Tornado	3.33%	1
Drought	30.00%	9
Dam failure	0.00%	0
Expansive soils	0.00%	0
Extreme heat	10.00%	3
Hailstorm	0.00%	0
Hurricane	0.00%	0
Thunderstorms	6.67%	2
Severe winter storms	3.33%	1
Lightning	0.00%	0
Windstorm	3.33%	1
Earthquake	0.00%	0
Other (please specify)	0.00%	0
TOTAL		30

Q3 Please select the natural hazard you think is the second highest threat to you, your business and/or your community. (Please check only one)

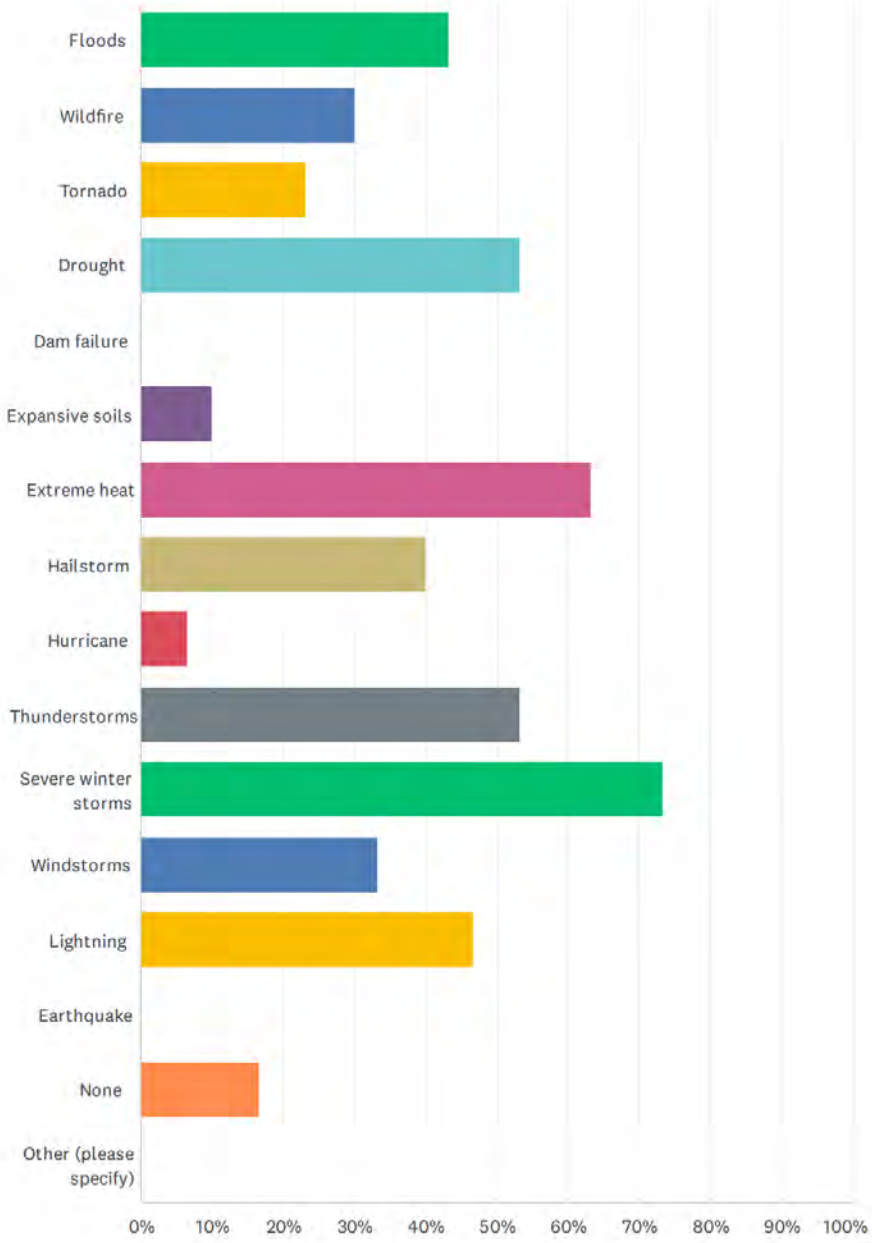
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Floods	16.67%	5
Wildfire	30.00%	9
Tornado	6.67%	2
Drought	16.67%	5
Dam failure	0.00%	0
Expansive soil	0.00%	0
Extreme heat	10.00%	3
Hailstorm	3.33%	1
Hurricane	0.00%	0
Thunderstorms	3.33%	1
Severe winter storms	13.33%	4
Windstorms	0.00%	0
Lightning	0.00%	0
Earthquake	0.00%	0
Other (please specify)	0.00%	0
TOTAL		30

Q4 While living here in Hays County, have you experienced a disaster? (please check all that apply)

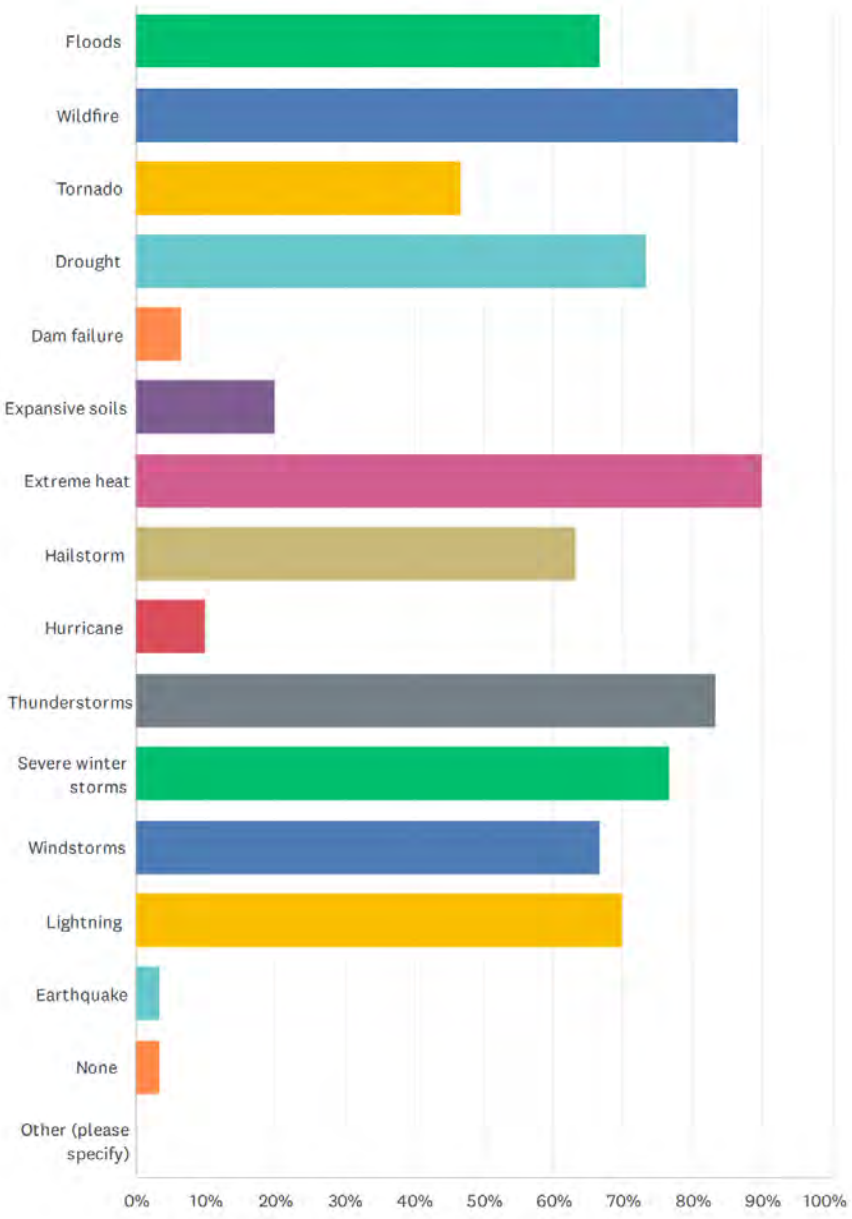
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Floods	43.33%	13
Wildfire	30.00%	9
Tornado	23.33%	7
Drought	53.33%	16
Dam failure	0.00%	0
Expansive soils	10.00%	3
Extreme heat	63.33%	19
Hailstorm	40.00%	12
Hurricane	6.67%	2
Thunderstorms	53.33%	16
Severe winter storms	73.33%	22
Windstorms	33.33%	10
Lightning	46.67%	14
Earthquake	0.00%	0
None	16.67%	5
Other (please specify)	0.00%	0
Total Respondents: 30		

Q5 Which of the following are likely to occur in your area at least once in your lifetime? (please check all that apply)

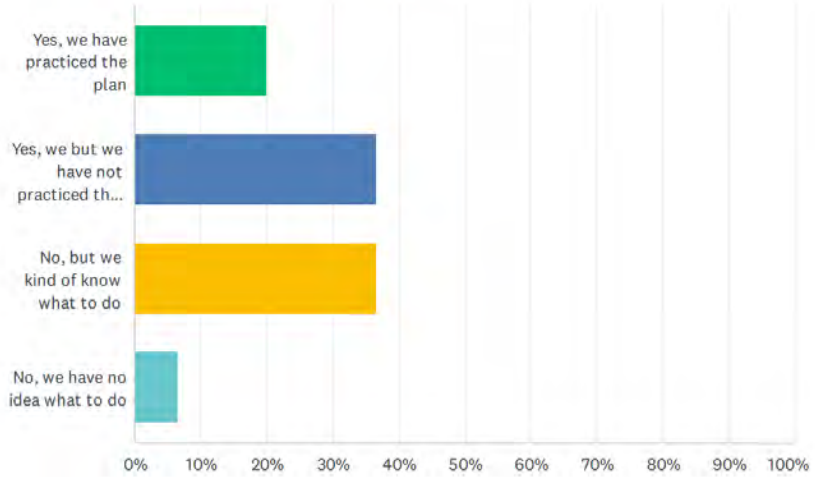
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Floods	66.67%	20
Wildfire	86.67%	26
Tornado	46.67%	14
Drought	73.33%	22
Dam failure	6.67%	2
Expansive soils	20.00%	6
Extreme heat	90.00%	27
Hailstorm	63.33%	19
Hurricane	10.00%	3
Thunderstorms	83.33%	25
Severe winter storms	76.67%	23
Windstorms	66.67%	20
Lightning	70.00%	21
Earthquake	3.33%	1
None	3.33%	1
Other (please specify)	0.00%	0
Total Respondents: 30		

Q6 My household has a plan in the event of a disaster such as a flood, tornado, etc.

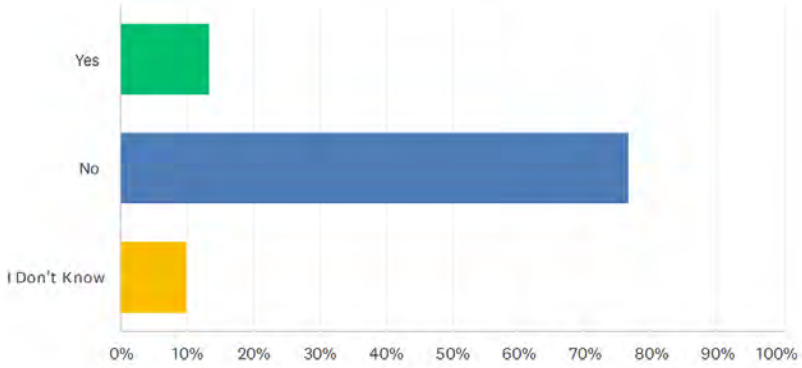
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, we have practiced the plan	20.00%	6
Yes, we but we have not practiced the plan	36.67%	11
No, but we kind of know what to do	36.67%	11
No, we have no idea what to do	6.67%	2
TOTAL		30

Q7 Is your home located in a floodplain?

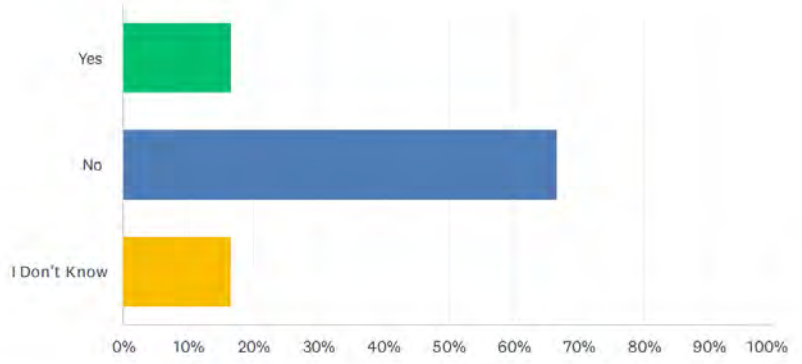
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	13.33%	4
No	76.67%	23
I Don't Know	10.00%	3
TOTAL		30

Q8 Do you have flood insurance?

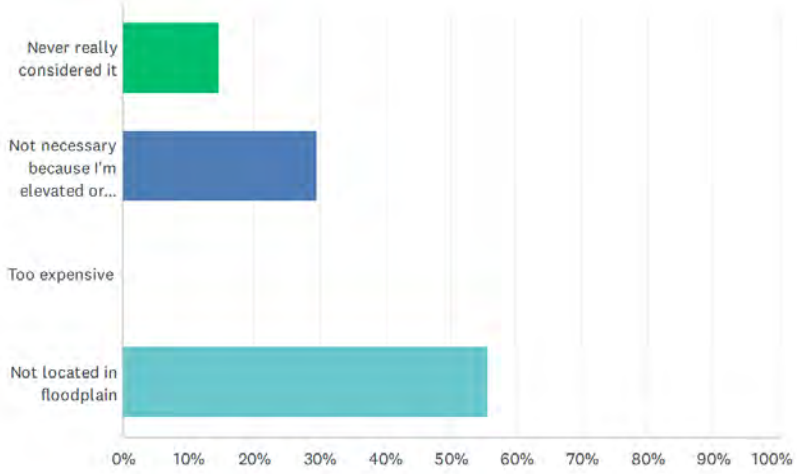
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	16.67%	5
No	66.67%	20
I Don't Know	16.67%	5
TOTAL		30

Q9 If you do not have flood insurance, why not?

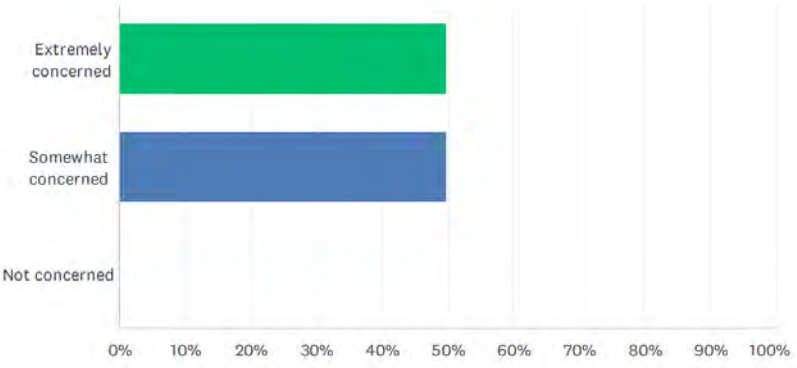
Answered: 27 Skipped: 3



ANSWER CHOICES	RESPONSES	
Never really considered it	14.81%	4
Not necessary because I'm elevated or otherwise protected	29.63%	8
Too expensive	0.00%	0
Not located in floodplain	55.56%	15
TOTAL		27

Q10 How concerned are you about the possibility of you or your community being impacted by a disaster?

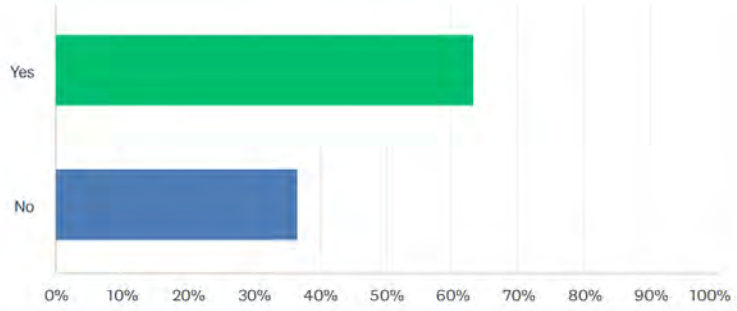
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Extremely concerned	50.00%	15
Somewhat concerned	50.00%	15
Not concerned	0.00%	0
TOTAL		30

Q11 Have you taken any actions to make your home, business and/or community more resistant to hazards?

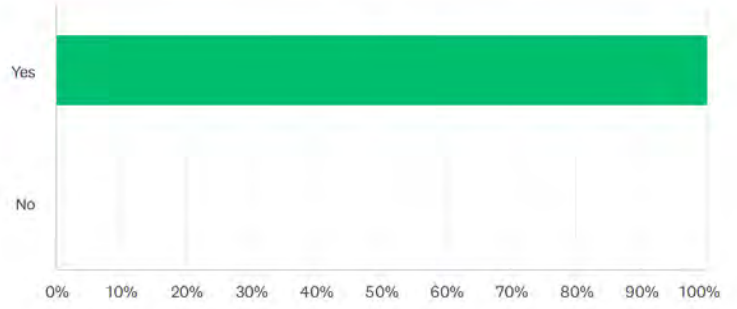
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	63.33%	19
No	36.67%	11
TOTAL		30

Q13 Are you interested in making your home, business and/or community more resistant to hazards?

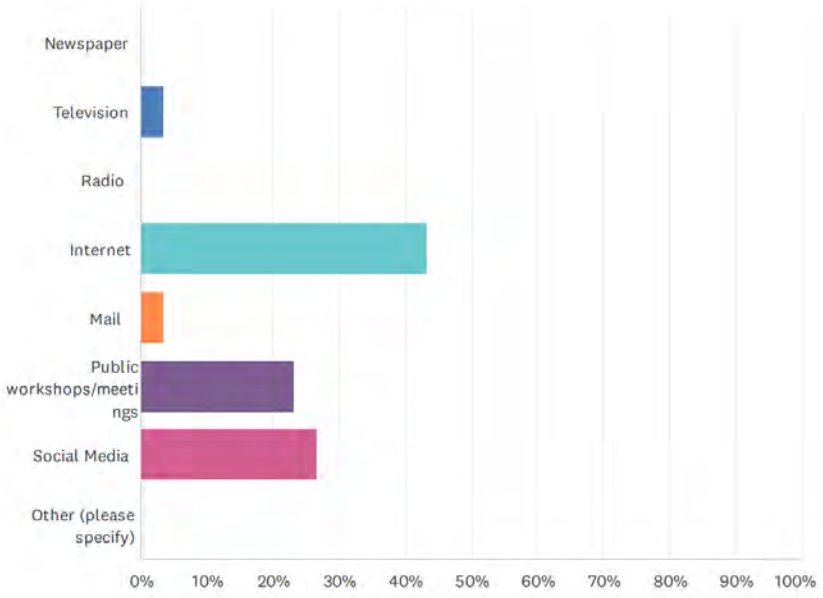
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	100.00%	30
No	0.00%	0
TOTAL		30

Q14 What is the most effective way for you to receive information about how to make your home, business and/or community more resistant to hazards?

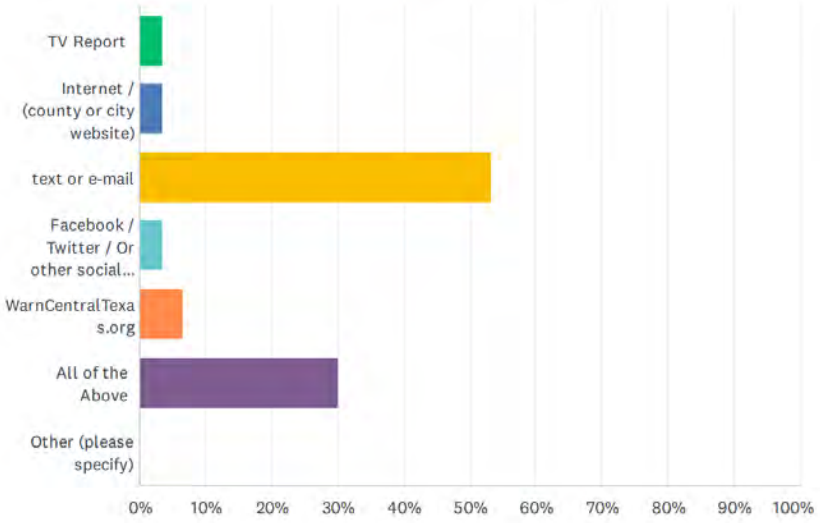
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Newspaper	0.00%	0
Television	3.33%	1
Radio	0.00%	0
Internet	43.33%	13
Mail	3.33%	1
Public workshops/meetings	23.33%	7
Social Media	26.67%	8
Other (please specify)	0.00%	0
TOTAL		30

Q15 Which of the following would be the best way to alert you and your household to an imminent disaster?

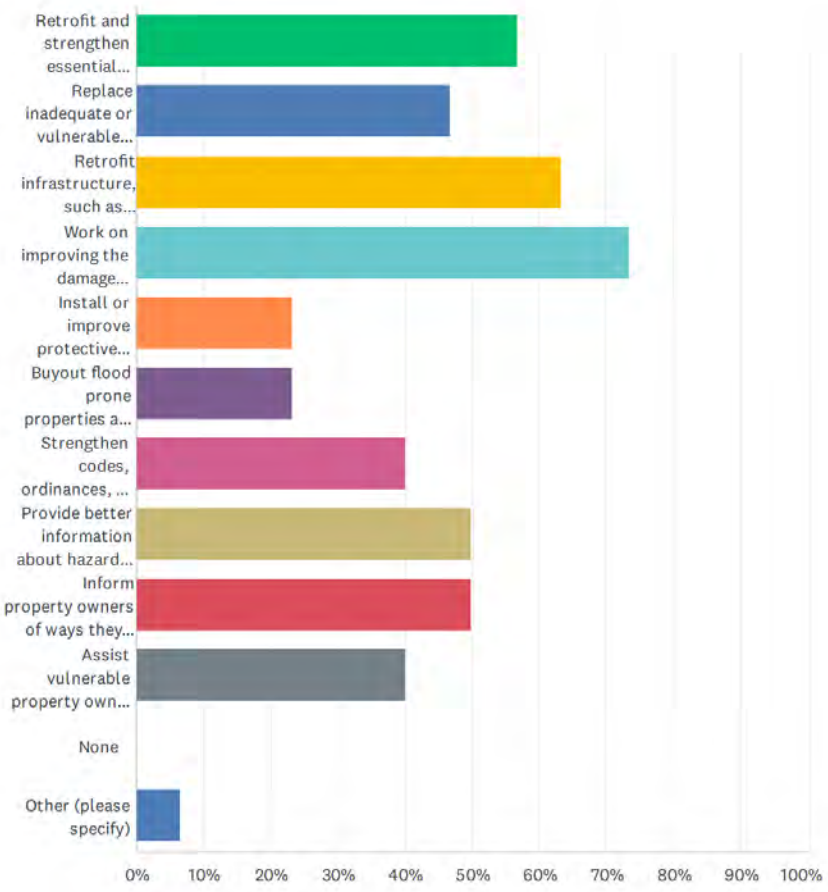
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
TV Report	3.33%	1
Internet / (county or city website)	3.33%	1
text or e-mail	53.33%	16
Facebook / Twitter / Or other social media	3.33%	1
WarnCentralTexas.org	6.67%	2
All of the Above	30.00%	9
Other (please specify)	0.00%	0
TOTAL		30

Q16 Which of the following mitigation activities do you believe your local government should employ to reduce or eliminate the risk of future hazard damages in your neighborhood and/or community. (Please check all that apply)

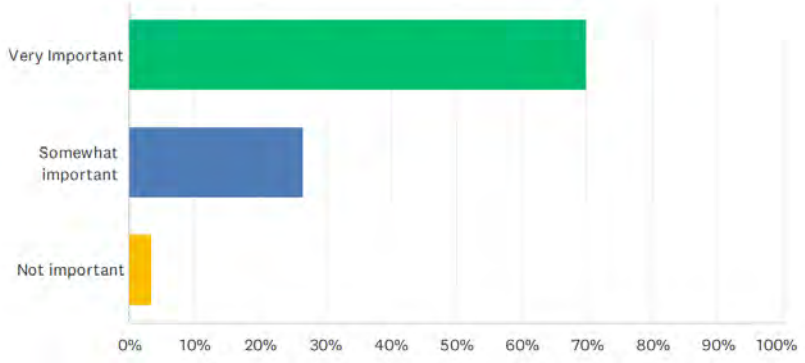
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Retrofit and strengthen essential facilities such as police, fire, emergency medical services, hospitals, schools, etc.	56.67%	17
Replace inadequate or vulnerable bridges and roads.	46.67%	14
Retrofit infrastructure, such as elevating roadways and improving drainage systems.	63.33%	19
Work on improving the damage resistance of utilities (electricity, communications, water / wastewater facilities, etc.).	73.33%	22
Install or improve protective structures, such as floodwalls and levees or individual/community saferooms.	23.33%	7
Buyout flood prone properties and maintain as open-space.	23.33%	7
Strengthen codes, ordinances, and plans to require higher hazard risk management standards.	40.00%	12
Provide better information about hazard risk and high-hazard areas.	50.00%	15
Inform property owners of ways they can mitigate damage to their properties.	50.00%	15
Assist vulnerable property owners with securing funding to mitigate impacts to their property(s).	40.00%	12
None	0.00%	0
Other (please specify)	6.67%	2
Total Respondents: 30		

Q18 Prevention of Hazards is any administrative or regulatory action that influences the way land is developed and buildings are built. Some examples include planning and zoning, building codes, open space prevention, and flood plain regulation. How important do you believe it is for your community to pursue the prevention of hazards?

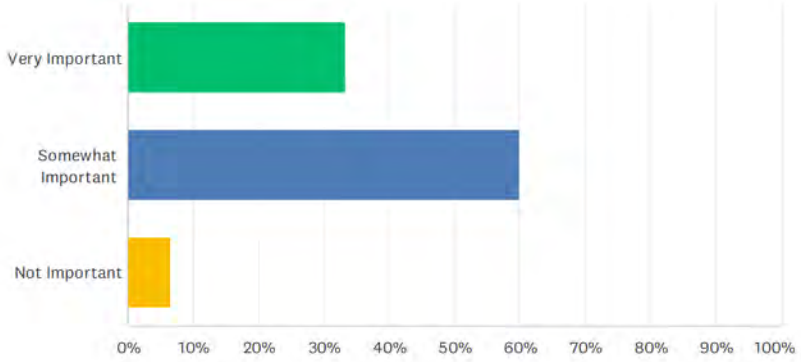
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very Important	70.00%	21
Somewhat important	26.67%	8
Not important	3.33%	1
TOTAL		30

Q19 Reducing community risks from hazards can also include property protection. This involves actions that involve the modification of existing buildings to protect them from a hazard or removal from the hazard area. Examples include acquisition, relocation, elevations, structural retrofits and storm shutters. How important is it that your community pursue property protection?

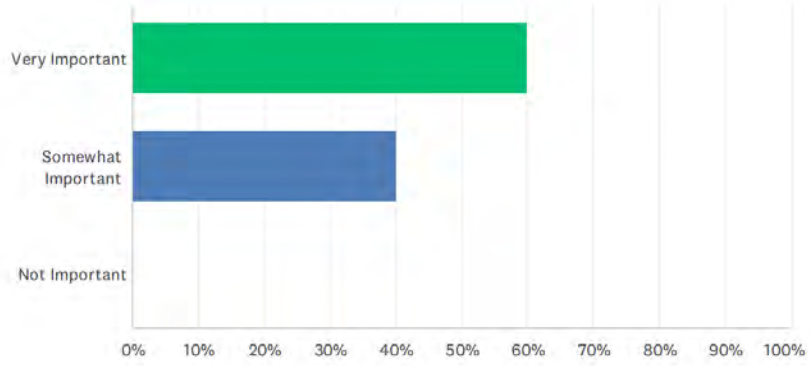
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very Important	33.33%	10
Somewhat Important	60.00%	18
Not Important	6.67%	2
TOTAL		30

Q20 Reducing community risks from hazards can also include natural resource protection. This kind of protection is in addition to minimizing hazard losses, preserve or restoring the functions of natural systems. Some examples include floodplain protection, habitat preservation, slope stabilization, riparian buffers and forest management. How important is it that your community pursue natural resource protection?

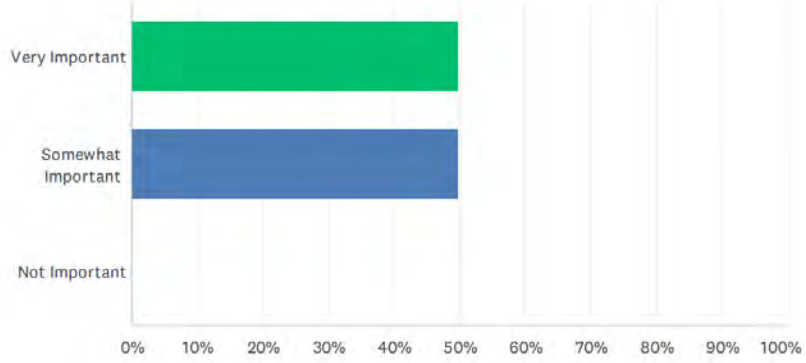
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very Important	60.00%	18
Somewhat Important	40.00%	12
Not Important	0.00%	0
TOTAL		30

Q21 Structural Projects can also help to reduce hazards. These actions are intended to lessen the impact of a hazard by modifying the natural progression of the hazard. Examples include dams, levees, seawalls, detention/retention basins, channel modifications, retaining walls and storm sewers. How important is it that your community pursue structural projects?

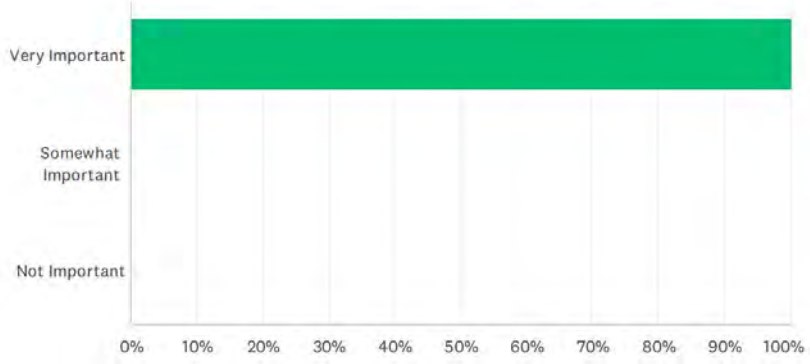
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very Important	50.00%	15
Somewhat Important	50.00%	15
Not Important	0.00%	0
TOTAL		30

Q22 Emergency Services are actions that protect people and property during and immediately after a hazard event . Some examples include warning systems, evacuation planning, emergency planning, emergency response training and protection of critical emergency facilities/system. How important is that your community pursue emergency services?

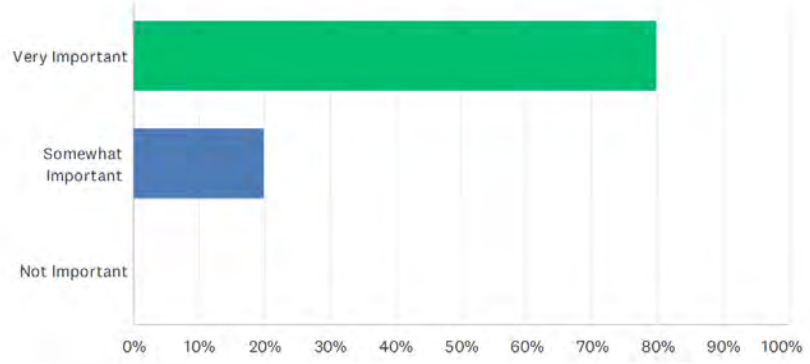
Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very Important	100.00%	30
Somewhat Important	0.00%	0
Not Important	0.00%	0
TOTAL		30

Q23 Public Education and Awareness are actions to inform citizens about hazards and the techniques they can use to protect themselves and their property. Examples include outreach projects, school education programs, library materials and demonstration events. How important is it that your community pursue public education and awareness?

Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very Important	80.00%	24
Somewhat Important	20.00%	6
Not Important	0.00%	0
TOTAL		30

APPENDIX C: PRIORITY RANKING FORMS

Hays County

STAPLEE Ranking - Hays County

The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.

(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
1	Flood insurance information campaign	4	5	4	5	5	5	5	14	33	I
2	Attend advanced local floodplain management courses	5	5	5	5	5	5	5	1	35	I
3	Increase public awareness of hazard mitigation	5	5	5	5	5	5	5	2	35	I
4	Continue to promote Firewise	5	5	5	5	5	5	5	3	35	I
5	Monitor drought conditions	5	5	5	5	5	5	5	4	35	I
6	Installation of mitigation features for new public facilities to assure soundness against natural hazards	5	5	5	5	5	5	5	5	35	S
7	Evacuation plans/ alternate road consideration	3	3	3	3	3	3	3	15	21	I
8	Dam inundation maps	3	3	3	3	3	3	3	16	21	I
9	Equipping critical building (beyond fire departments) with back-up generators	5	5	5	5	5	5	5	6	35	I
10	Acquisition or elevation of repetitive loss structures	1	1	1	1	1	1	1	23	7	I
11	Additional stream and rain gauge and flood warning systems	5	5	5	5	5	5	5	7	35	N
12	Community Rating System application and Community Rating System participation benefit report for jurisdictions	3	3	3	3	3	3	3	17	21	N
13	Continue to improve emergency warning capabilities	5	5	5	5	5	5	5	8	35	I
14	Minimize the loss of life at low water crossing	5	5	5	5	5	5	5	9	35	N
15	Fuel reduction project	5	5	5	5	5	5	5	10	35	N
16	Construct needed water system improvements to Lower Colorado Region K and South Central Region L	3	3	3	3	3	3	3	18	21	S
17	Drainage project along Willow Springs Creek between McCarty Lane and Hunter Road	3	3	3	3	3	3	3	19	21	N
18	Drainage project along Willow Springs Creek between Hunter Rd and the Railroad	3	3	3	3	3	3	3	20	21	N
19	Property acquisition in southeastern Hays County	3	3	3	3	3	3	3	21	21	S
20	Communication Plan Implementation	5	5	5	5	5	5	5	11	35	I

STAPLEE Ranking - Hays County

The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.

(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
21	R.R. 967 @ Little Bear	5	5	5	5	5	5	5	12	35	S
22	F.M. 1625 @ Little Bear								completed		C
23	R.R. 1826 @ Bear Tributary 1.1								completed		C
24	Development Code updates awareness campaign	5	5	5	5	5	5	5	13	35	N
25	Institute development code updates to better prepare the built environment to hazard events	3	3	3	3	3	3	3	22	21	N

City of Buda

STAPLEE Ranking - City of Buda
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
1	Reduce flood losses in West Gofoth Rd, Buda Fire Station/FM 2770, and Bluff St Drainage Project Area	5	4	5	5	5	4	5	4	31	N
2	Reduce flood losses in Lifschutz Headwaters Drainage Project Area	5	5	5	5	5	5	5	1	35	S
3	Promote flood insurance coverage	5	4	3	5	5	5	5	3	32	I
4	Promote awareness of evacuation plans	5	3	1	5	5	3	4	11	26	N
5	Minimize dam failure risk	5	3	1	5	5	3	4	12	26	L
6	Ordinance to mandate engineered slabs and proper building inspections										
7	Review plans and resources to address risk posed by severe weather events	5	5	5	5	5	5	5	2	35	I
8	Develop various mitigation actions to reduce wildfire risk	5	3	2	5	5	5	5	6	30	N
9	Study sources of new water supply and implement findings	5	3	5	4	5	4	4	8	28	I
10	Create a Consolidated Resiliency Plan	5	3	2	3	5	4	5	10	27	S
11	Expand Water Reuse Program	4	3	3	4	5	4	5	9	28	N
12	Increase community tree canopy on streets and public spaces	5	4	4	4	5	4	5	5	31	I
13	Update the development code to enhance conservation-oriented regulatory provisions	4	4	4	4	5	4	5	7	30	N
14	Implement Watershed Protection Pilot Project	4	4	2	3	5	3	5	13	26	S

STAPLEE Ranking - City of Buda
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
15	Gaulc Creek Tributary CIP	4	2	2	3	5	3	4	15	23	L
16	Gaulc Creek Culvert CIP	4	4	3	4	5	3	4	14	26	L
17	Sequoyah Drainage Improvements CIP	4	2	2	2	5	3	4	16	22	L

City of Dripping Springs

STAPLEE Ranking - City of Dripping Springs
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
1	Flood insurance information campaign	3	3	3	3	4	3	3		22	S
2	Attend local floodplain management courses to receive certification	2	3	4	3	2	3	3		20	S
3	Storm Ready designation for Dripping Springs	2	3	3	3	3	3	3		20	N
4	Conversion to rainwater collection systems	3	3	3	3	3	3	3		21	S

City of Hays

STAPLEE Ranking - City of Hays

The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.

(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
1	Attend certified floodplain management training	5	5	5	5	5	5	5	I 35		
2	Improve emergency communication capabilities through the installation of weather radio in City Hall	2	4	4	5	5	3	4	N 27		
3	Storm Ready designation for community	5	3	3	5	5	3	4	N 28		
4	Promote flood insurance	5	5	5	5	5	5	5	I 35		
5	Public information campaign on natural hazards	5	4	4	4	5	4	5	N 31		
6	Rain harvesting information promotion	5	5	5	5	5	5	5	I 35		
7	Energy prioritization collaboration with Pedernales Electric Cooperative	5	5	5	5	5	5	5	I 35		
8	Sanding plans for roads	2	1	2	2	5	2	4	S 18		

Prepared by Harley Davis, Mayor

City of Kyle

STAPLEE Ranking - City of Kyle
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
1	Flood insurance information campaign	3	5	5	5	5	5	5		33	I
2	Adoption of City Engineering Design Manual	5	5	5	5	5	5	5		35	I
3	Floodplain Administration Continuing Education Project	5	5	5	5	5	5	5		35	I
4	Increase public awareness of hazard mitigation	5	5	5	5	5	5	5		35	I
5	Installation of generators for city-owned facilities and procedures for providing temporary sheltering	5	5	5	5	5	5	5		35	N
6	Street prioritization procedure for sanding	5	5	5	5	5	5	5		35	I
7	Coordination of limb and large item pick-up day for wildfire mitigation	5	5	5	5	5	5	5		35	I
8	Evacuation plans/ alternate road consideration	5	5	5	5	5	5	5		35	I
9	Plum Creek Conservation District Evacuation Planning	5	5	5	5	5	5	5		35	N
10	WaterWise campaign	5	5	5	5	5	5	5		35	I
11	Drought monitoring program	5	5	5	5	5	5	5		35	I
12	Riparian Zone Signage	5	5	5	5	5	5	5		35	I
13	Update Drainage Master Plan	5	5	5	5	5	5	5		35	I
14	Water improvements-line upgrades and replacements	5	5	5	5	5	5	5		35	I

STAPLEE Ranking - City of Kyle
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
15	Water improvements: ARWA Take Point 3	5	5	5	5	5	5	5		35	I
16	Gerator Pad Site Improvements(Previously Quick Connect Power Ports-Pump Stations CIP 38)	5	5	5	5	5	5	5		35	I
17	Water Improvements (revised): Opal Street	5	5	5	5	5	5	5		35	I
18	Design and implementation of prairie/woodland restoration project at select Kyle City Park location(s)	5	5	5	5	5	5	5		35	I
19	Acquisition plan for floodplain and non-floodplain land parcels for greenbelt interconnect project	5	5	5	5	5	5	5		35	N

City of Mountain City

STAPLEE Ranking - City of Mountain City
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
1	StormReady designation for Mountain City								Cancelled		L
2	Cooling plan for vulnerable members of the community during periods of extreme heat that result in power loss								Cancelled		L
3	Monitor drought conditions	5	5	5	5	5	5	5	The city receives BSEAD monthly newsletters. Ongoing		I

City of Niederwald

STAPLEE Ranking - City of Niederwald

The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.

(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years -> Immediate (I)
2-3 years -> Near (N)
3-5 years -> Short (S)
More than 5 years -> Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME	
1	Flood insurance information campaign	5	5	5	5	5	5	5		35	N	1
2	Floodplain management courses to receive certification	5	5	5	5	5	5	5		35	N	2
3	Emergency communication - weather radio installation at public buildings and phone tree development	5	1	1	1	1	1	1		11	N	13
4	StormReady designation for Niederwald	5	3	3	5	5	4	5		30	N	8
5	Increase public awareness of hazard mitigation	5	5	5	5	5	5	5		35	S	3
6	Adding water conservation to ordinances/ institution of drought contingency plan as part of operations	1	1	1	1	1	1	1	NOT CITY WATER	7		14
7	Desiring contract research/ plan development	5	1	1	5	5	1	5		23	S	9
8	Coordination of new limb and large item pick-up day for wildfire mitigation	5	1	1	5	5	1	5		23	S	10
9	Engineering review of City Hall (modular building) to ensure soundness against natural hazards	5	1	1	5	5	1	5		23	S	11
10	Construct Emergency Operations Center/Warming & Cooling Station	5	5	5	5	5	5	5		35	S	4
11	Evacuation plans/ alternate road consideration	5	5	5	5	5	5	5		35	I	5
12	Create and implement a plan to landscape public facilities with drought-resistant plants.	5	1	1	5	5	1	5		23	S	12
13	Purchase a generator for Fire Station	5	5	5	5	5	5	5		35	L	6
14	Purchase a generator for new EOC	5	5	5	5	5	5	5		35	N	7

1-17-25 Carri Wood, mayor

City of Uhland

City of Wimberley

STAPLEE Ranking - City of Wimberley
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes (City of Wimberley does not have a property tax)	TOTAL SCORE	TIMEFRAME
1	FM 1492 at Blanco River	3	3	1	3	1	1	1	L - No Funding	13	
2	Hidden Valley at Blanco River	3	3	1	3	1	1	1	L - No Funding	13	
3	Little Arkansas at Blanco River	3	3	1	3	1	1	1	L - No Funding	13	
4	Valley Drive at Pierce Creek	3	3	1	3	1	1	1	L - No Funding	13	
5	Flite Acres Road	3	3	1	3	1	1	1	L - No Funding	13	
6	FM 1492 at Pierce Creek	3	3	1	3	1	1	1	L - No Funding	13	
7	Wilson Creek at River Road	3	3	1	3	1	1	1	L - No Funding	13	
8	Green Acres Dr. at Fire Station	3	3	1	3	1	1	1	L - No Funding	13	
9	Leveritt's Loop	3	3	1	3	1	1	1	L - No Funding	13	
10	Spoke Hollow Dr. at Spoke Pile Creek	3	3	1	3	1	1	1	L - No Funding	13	
11	River Road at Western City Limits	3	3	1	3	1	1	1	L - No Funding	13	
12	Paradise Hills	3	3	1	3	11	11	1	L - No Funding	13	
13	River Road	3	3	1	3	1	1	1	L - No Funding	13	
14	Little Ranches at Panther Creek	3	3	1	3	1	1	1	L - No Funding	13	

STAPLEE Ranking - City of Wimberley
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes (City of Wimberley does not have a property tax)	TOTAL SCORE	TIMEFRAME
30	De-icing contract research/ plan development	5	5	1	5	5	1	1	1 - Hays County / TxDOT	23	
31	Develop water use public awareness campaign to ensure water for firefighting, provision of drinking water and reduction of groundwater depletion	5	5	1	5	5	1	1	1 - COW	23	
32	Windstrap requirement on temporary structures	5	5	1	5	5	1	1	1 - COW	23	
33	Restriction ou development along Blanco River	5	5	1	5	5	1	1	1 - COW / Hays County	23	
34	Enhance water conservation ordinance	5	5	1	5	5	1	1	1 - COW	23	
35	Seismic building code provisions	5	5	1	5	5	1	1	1 - COW	23	

City of Woodcreek

STAPLEE Ranking - City of Woodcreek
The project was evaluated based on STAPLEE criteria on a scale of 1 to 5 indicating the extent to which this action satisfies each consideration.
(1= Does Not Satisfy 3 = Moderately Satisfies 5 = Strongly Satisfies)

Timeframe Values: Within next 2 years --> Immediate (I)
2-3 years --> Near (N)
3-5 years-->Short (S)
More than 5 years-->Long (L)

ID	Mitigation Action	Socially Acceptable	Technically Feasible	Administratively Possible	Politically Acceptable	Legal	Economically Sound	Environmentally Sound	Notes	TOTAL SCORE	TIMEFRAME
1	CFM training and CFM certification	5	1	2	5	5	1	5	may be possible in future No staff currently able	24	S
2	StormReady designation from National Weather Service	3	1	2	3	5	1	5	NWS says not required- City too small	20	L
3	Promote flood insurance in the community	5	5	5	5	5	5	5	In the works	35	I
4	Increase public awareness of hazard mitigation	5	5	5	5	5	4	5	In the works	34	I
5	Coordination of marketing large item pick-up day for wildfire mitigation	5	5	5	5	5	3	5	Good idea	33	N
6	Energy prioritization collaboration with electric cooperative	5	2	2	5	5	3	5	Not sure how	27	N
7	Watershed review tour for private dams	5	3	4	2	3	3	5	Not sure	25	N
8	Adoption of soil compaction standards and recommendations	2	2	2	3	2	2	5	Difficult in our small city	18	L
9	Sanding contract research/ plan development	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	—	—
10	Public awareness campain for the reduction of groundwater depletion	5	5	5	5	5	5	5	Continuous	35	I

Village of Bear Creek

Dripping Springs ISD

Hays ISD

San Marcos CISD

Wimberley CISD

Texas State University

At the time of submission for TDEM and FEMA review, the STAPLEE forms from some of these entities are still pending. When they are provided, they will be inserted into the Plan.

APPENDIX D: CRITICAL FACILITIES

The list and location of critical and vulnerable facilities will be kept and maintained by the Emergency Management Coordinators for Hays County. This list is provided in the form of an ArcGIS geodatabase and a Microsoft Excel spreadsheet with location and contact information. The table below is a summary of critical facilities subject that are vulnerable to hazards based on location and magnitude.

Critical Facility Summary by Jurisdiction:

Hays County
1 County Courthouse, 1 County Government Center, 1 Emergency Operations Center, 13 Fire Stations, 2 EMS Centers, 1 County Nursing and Rehabilitation Center, 1 Juvenile Detention Center, 5 Sheriff's Offices, 5 County Constable Offices, 1 JP Office, 16 Communication Towers, 2 Private Schools, 1 Assisted Living, 4 Electrical Substations, 2 Pharmacies, 1 water storage
City of Buda
1 Hospital, 4 Communication Towers, 6 Public Schools, 1 Higher Education, 2 k-12 Private Schools (1 shelter), 1 City Hall, 1 Police Station, 3 VFD Stations, 1 Pump Station, 2 Water Towers, 1 Wastewater Plant, 3 Water Wells, 1 Water Treatment Facility, 4 Assisted Living Centers
City of Dripping Springs
1 City Hall, 1 Police Station, 2 Volunteer Fire Department Stations, 6 Public Schools, 1 Private School, 1 Shelter, 10 Communication Towers, 3 Assisted Living Facilities,
City of Hays
1 Communication Tower, 1 Shelter, 1 Volunteer Fire Department Station, 2 Water Wells
City of Kyle
1 City Hall, 3 Police Stations, 1 Fire Department Station, 3 Volunteer Fire Department Stations, 1 Jail, 12 Public Schools, 2 Private Schools, 1 PEC Substation, 3 Medical Centers, 8 Communication Towers, 3 Assisted Living Facilities
City of Mountain City
City of Niederwald
1 City Hall, 1 School
City of Uhland
1 City Hall, 1 Police Department, 1 VFD, 1 Communication Tower
City of Wimberley
1 EMS, 1 VFD, 4 Public Schools, 1 Private School, 1 Assisted Living, 1 Communication Tower,
Village of Bear Creek

Village of Woodcreek
1 City Hall, 1 VFD, 1 Assisted Living

Critical Facility Table:

ID	Name	Address	City	Symbol
1	SPECTRASITE COMMUNICATIONS, LLC THROUGH AMERICAN TOWERS, LLC.	3906 BLISS SPILLAR RD. (310252)	Austin	Communication
2	VISTA TELECOM LTD	0.9 MI EAST OF NUTTY BROWN RD. OFF SIGNAL HILL RD.	Austin	Communication
3	VISTA TELECOM LTD	0.9 MI EAST OF NUTTY BROWN RD. OFF SIGNAL HILL RD.	Austin	Communication
4	DALLAS MTA, LP	10930-B SINGNAL HILL RD	Austin	Communication
5	Ledgestone Senior Living	13150 Four Star Blvd	Austin	Assisted Living
6	Tom Green Elementary School	1301 Old Goforth Road	Buda	School
7	Baylor Scott and White Medical Center - Buda	5330 Overpass Rd, Suite 110	Buda	Medical
8	Olympia Hills University Charter	2122 Green Meadows	Buda	School
9	AMERICAN TOWERS, LLC	1340 FM 2001 (BUDA 4043)	Buda	Communication
10	Hays County Constable's Office Precinct 5	500 Jack C Hays Trail	Buda	Police
11	Hays County Sheriff's Office Buda Substation	500 Jack C Hays Trail	Buda	Police
12	T-MOBILE WEST CORPORATION	2121 SOUTH LOOP 4	Buda	Communication
13	Dahlstrom Middle School	3600 Farm to Market 967	Buda	School
14	Elm Grove Elementary School	801 Farm to Market Road 1626	Buda	School
15	IMPACT Center	4125 Farm to Market 967	Buda	School
16	Carpenter Hill Elementary School	4410 Farm to Market Road 967	Buda	School
17	Johnson High School	4260 Farm to Market Road 967	Buda	School
18	Buda Volunteer Fire Department Station 3	3502 Farm to Market Road 967	Buda	Fire
19	T-MOBILE WEST CORPORATION	135 BEACON HILL RD. (AU1412B)	Buda	Communication
20	Buda Volunteer Fire Department Station 1	209 Farm to Market Road 2770	Buda	Fire
21	Buda Elementary School	1060 Old San Antonio Road	Buda	School
22	Buda City Hall	405 East Loop Street	Buda	Government
23	Buda Police Department	405 East Loop Street	Buda	Police
24	Buda Volunteer Fire Department Station 2	151 Farm to Market Road 2001	Buda	Fire
25	CELLTEX SITE SERVICES, LTD.	941 OLD SAN ANTONIO ROAD	Buda	Communication
26	Plum Creek WS SCS Site 10 Dam	BRUSHY CREEK	Buda	Dam
27	Cullen Country Lake Dam	UNNAMED TRIBUTARY OF GARLIC CREEK	Buda	Dam
28	Alliance Pump Station		Buda	Water
30	Sunfield Elementary		Buda	School
31	Water Tower		Buda	Water

32	Buda Oaks Assisted Living		Buda	Assisted Living
33	Santa Cruz School - Shelter		Buda	School
34	Wastewater Plant		Buda	Wastewater
35	Buda Public Works - Water Treatment Facility		Buda	Government
36	Creekside Villas		Buda	Assisted Living
37	Provident Memory Care		Buda	Assisted Living
38	Onion Creek Senior Living		Buda	Assisted Living
39	Buda Water Tower		Buda	Water
40	ASR/Trinity #2 & 3		Buda	Water
41	ASR / Trinity Well #1		Buda	Water
42	Dripping Springs Elementary School	29400 Ranch Road 12	Dripping Springs	School
43	Walnut Springs Elementary School	300 Sportsplex Drive	Dripping Springs	School
44	Dripping Springs City Hall	511 Mercer Street	Dripping Springs	Government
45	AMERICAN TOWERS, LLC	700 HWY. 290 EAST (009247)	Dripping Springs	Communication
46	CROWN CASTLE GT COMPANY, LLC	1950 EAST HIGHWAY 290	Dripping Springs	Communication
47	Sycamore Springs Middle School	14451 Sawyer Ranch Rd	Dripping Springs	School
48	AMERICAN TOWERS, LLC	14117 TROUTWINE RD (DRIPPING SPRINGS 4082)	Dripping Springs	Communication
49	North Hays County Fire and Rescue Driftwood Station	15840 Farm to Market Road 1826	Dripping Springs	Fire
50	AMERICAN TOWERS, LLC	17800 RR 1826	Dripping Springs	Communication
51	LOWER COLORADO RIVER AUTHORITY - Cedar Valley Radio (NHaySimulcast) - LMR Coverage	14384 WEST HWY 290	Dripping Springs	Communication
52	Burke Center for Youth Pathfinder's Ranch	20800 Farm to Market Road 150 West	Dripping Springs	School
53	NEW CINGULAR WIRELESS PCS, LLC	20200 FM 150 WEST	Dripping Springs	Communication
54	BMP AUSTIN LICENSE COMPANY, L.P.	14117 TRAUTWEIN RD.	Dripping Springs	Communication
55	Friendship Creekside Fellowship - Shelter	14455 FM 1826	Dripping Springs	Shelter
56	SBA MONARCH TOWERS I, LLC	13671 RR 1826	Dripping Springs	Communication
57	Rooster Springs Elementary School	4631 1001 Belterra Drive	Dripping Springs	School
58	Hays County Sheriff's Office Dripping Springs Substation	195 Roger Hanks Parkway	Dripping Springs	Police
59	Hays County Constable's Office Precinct 4	195 Roger Hanks Parkway	Dripping Springs	Police
60	North Hays County Fire and Rescue Station 1	400 Sportsplex Drive	Dripping Springs	Fire
61	North Hays Emergency Medical Services	111 Ems Drive	Dripping Springs	Medical
62	Dripping Springs Middle School	111 Tiger Lane	Dripping Springs	School
63	Dripping Springs High School	940 Highway 290 West	Dripping Springs	School
64	SBA MONARCH TOWERS II, LLC	5315 BELL SPRINGS RD	Dripping Springs	Communication
65	Little Barton Creek Dam	LITTLE BARTON CREEK	Dripping Springs	Dam
66	Brown Ranch Dam	TR-ONION CREEK	Dripping Springs	Dam
67	Boes Ski Lake Dam		Dripping Springs	Dam
68	Hill Country Nursing and Rehab	1505 US 290	Dripping Springs	Assisted Living

69	Lavender Springs Assisted Living	13701 Trautwein Rd	Dripping Springs	Assisted Living
70	Neurorestorative	3035 US 290	Dripping Springs	Assisted Living
71	Drippings Springs Radio (NHaySimulcast) - LMR Coverage		Dripping Springs	Communication
72	Manchaca VFD Station 6	2900 Chaparral Road	Hays	Fire
73	SBA MONARCH TOWERS II, LLC	401 HARDIN LOOP	Hays	Communication
74	Hays Hills		Hays	Shelter
75	Water Well		Hays	Water
76	water well		Hays	Water
77	STC FIVE, LLC	INT CR 158 & CR 134	Kyle	Communication
78	CROWN CASTLE GT COMPANY, LLC	1066 FT SW OF CR 158 & 95 FT NW OF CR 140	Kyle	Communication
79	R C Barton Middle School	4950 Jack C Hays Trail	Kyle	School
80	Hays County Sheriff 's Department Kyle Sub - Station	5458 Farm to Market Road 2770	Kyle	Police
81	CLEAR CHANNEL BROADCASTING, INC	5 KM SOUTH OF BUDA, TEXAS ON FM ROAD 2770	Kyle	Communication
82	Kyle Fire Department Station 21	210 West Moore Street	Kyle	Fire
83	Fuentes Elementary School	901 Philomena Drive	Kyle	School
84	Kyle Police Department	111 North Front Street	Kyle	Police
85	Kyle City Hall	100 West Center Street	Kyle	Government
86	Texas Department of Criminal Justice Kyle Correctional Center	23001 Interstate 35	Kyle	Jail
87	Wallace Middle School	1500 West Center Street	Kyle	School
88	Negley Elementary School	5940 McNaughton	Kyle	School
89	Kyle Elementary School	500 West Blanco Street	Kyle	School
90	IDEA Public Schools - Kyle	640 Philomena Drive	Kyle	School
91	Kyle ER and Hospital	5615 Kyle Center Drive	Kyle	Medical
92	UNION PACIFIC RAILROAD	212 N OLD HIGHWAY 81	Kyle	Communication
93	CROWN COMMUNICATION, LLC	291 ROLAND LANE	Kyle	Communication
94	Pfluger Elementary School	4951 Marsh Lane	Kyle	School
95	McCormick Middle School	5700 Dacy Lane	Kyle	School
96	Tobias Elementary School	1005 Farm to Market Road 150	Kyle	School
97	ENTERPRISE PRODUCTS OPERATING, LLC	ON COUNTY ROAD, 1.5 MI SOUTH OF IH35	Kyle	Communication
98	Kyle Volunteer Fire Department Station 2	150 Bunton Creek Road	Kyle	Fire
99	Lehman High School	1700 Lehman Road	Kyle	School
100	Science Hall Elementary School	1510 Bebee Road	Kyle	School
101	Chapa Middle School - Shelter 250	3311 Dacy Lane	Kyle	School
102	Warm Spring Rehabilitation Hospital of Kyle	5980 Kyle Parkway	Kyle	Medical
103	Ascension Seton Hays	6001 Kyle Parkway	Kyle	Medical
104	GLOBAL TOWER, LLC	COUNTY ROAD 122 4.5 KM NE	Kyle	Communication
105	Chisholm Trail Fire and Rescue Station 1	8811 Niederwald Strasse	Kyle	Fire
106	Kyle Volunteer Fire Department Station 3	100 High Road	Kyle	Fire

107	T-MOBILE WEST CORPORATION	790 HIGH RD, UNIT B (AU01587B)	Kyle	Communication
108	Hemphill Elementary School	3995 East Farm to Marker Road 150	Kyle	School
109	Simon Middle School	3839 East Farm to Market Road 150	Kyle	School
110	Plum Creek WS SCS Site 11 Dam	TR-BRUSHY CREEK	Kyle	Dam
111	Plum Creek WS SCS Site 4 Dam	TR-PLUM CREEK	Kyle	Dam
112	Plum Creek WS SCS Site 5 Dam	BUNTON BRANCH	Kyle	Dam
113	Plum Creek WS SCS Site 6 Dam	PORTER CREEK	Kyle	Dam
114	Plum Creek WS SCS Site 3 Dam	TR-PLUM CREEK	Kyle	Dam
115	Md Heatly Dam	PECAN SPRINGS	Kyle	Dam
116	Sycamore Creek Dam	SYCAMORE CREEK	Kyle	Dam
117	Plum Creek WS SCS Site 1 Dam	PLUM CREEK	Kyle	Dam
118	Barron Lake Dam	TR-BRUSHY CREEK	Kyle	Dam
119	Plum Creek WS SCS Site 2 Dam	TR-PLUM CREEK	Kyle	Dam
120	Alexander Lake Dam	TR-PLUM CREEK	Kyle	Dam
121	Legend Oaks Rehabilitation and Healthcare	1640 Fairway	Kyle	Assisted Living
122	New Haven Assisted Living and Memory Care of Kyle	107 Creekside Trail	Kyle	Assisted Living
123	Orchard Park of Kyle	4701 Ratcliffe Dr	Kyle	Assisted Living
124	ACC Police Academy		Kyle	Police
125	PEC Substation		Kyle	Electric
126	Kyle Public Safety Center		Kyle	Police
127	Boy Scout Dam	BLANCO RIVER	Martindale	Dam
128	Jack C Hays High School	4800 Jack C Hays Trail	Mountain City	School
129	Academy at Hays	4950 Jack C Hays Trail	Mountain City	School
130	Mountain City Town Hall	101 Mountain City Drive	Mountain City	Government
131	DALLAS MTA, LP - Mountain City Radio (SHaysSimulcast) - LMR Coverage	4415 FM 150 W	Mountain City	Communication
132	Lutringer Lake Dam	TR-BOONS CREEK	Mountain City	Dam
133	Plum Creek WS SCS Site 12 Dam	BRUSHY CREEK	Niederwald	Dam
134	Camino Real Elementary School	170 Las Brisas Boulevard	Niederwald	School
135	Hays County Sheriff's Office Niederwald Substation	13851 Camino Real	Niederwald	Police
136	Niederwald City Hall	8807 Niederwald Strasse	Niederwald	Government
137	Plum Creek WS SCS Site 16 Dam	ELM CREEK	Niederwald	Dam
138	Larsen Dam	UN TR-ELM CREEK	Niederwald	Dam
139	NEW CINGULAR WIRELESS SERVICES, INC	2700 N IH 35	San Marcos	Communication
140	San Marcos High School	2601 East McCarty Lane	San Marcos	School
141	Bowie Elementary School	4020 Monterrey Oak	San Marcos	School
142	John H Wood Jr Charter School Hays County Juvenile Detention Center	2250 Clovis R Barker Road	San Marcos	School
143	HAYS CO JUVENILE CENTER	2250 CLOVIS BARKER ROAD	San Marcos	Jail
144	CROWN CASTLE GT COMPANY, LLC	2100 SOUTH HIGHWAY 123	San Marcos	Communication

145	South Hays Fire Department Station 13	3300 Hilliard Road	San Marcos	Fire
146	CENTURYTEL OF SAN MARCOS, INC	3125 RANCH RD 12 2.25 MI WNW	San Marcos	Communication
147	San Marcos Academy	2801 Branch Rd 12	San Marcos	School
148	DALLAS MTA, LP	SUMMER BREEZE RD	San Marcos	Communication
149	Rodriguez Elementary	1481 Esplanade PKWY	San Marcos	School
150	CROWN COMMUNICATION, LLC	1107 QUAIL RUN	San Marcos	Communication
151	Blanco Vista Elementary School	2951 Blanco Vista Boulevard	San Marcos	School
152	Texas Preparatory School	400 Uhland Road	San Marcos	School
153	Travis Elementary School	1437 Post Road	San Marcos	School
154	UNION PACIFIC RAILROAD	2.8 MI NE SAN MARCOS ON HAYS CTY HWY 140 POST RD	San Marcos	Communication
155	De Zavala Elementary School	621 De Zavala Drive	San Marcos	School
156	Goodnight Middle School	1301 State Highway 123	San Marcos	School
157	San Marcos - Hays County Emergency Medical Service	101 Uhland Rd Ste 208	San Marcos	Medical
158	San Marcos Fire Department Station 4	404 Broadway Street	San Marcos	Fire
159	NEW CINGULAR WIRELESS SERVICES, INC	1301 CRYSTAL RIVER PARKWAY	San Marcos	Communication
160	Hernandez Elementary School	333 Stagecoach Trail	San Marcos	School
161	Miller Middle School	301 Foxtail Run	San Marcos	School
162	South Hays Fire Department Station 11	3528 Hunter Road	San Marcos	Fire
163	San Marcos Fire Department Station 3	2420 Hunter Road	San Marcos	Fire
164	T-MOBILE WEST CORPORATION	2911 HUNTER ROAD	San Marcos	Communication
165	San Marcos Fire Department Station 5	100 Carlson Circle	San Marcos	Fire
166	LOWER COLORADO RIVER AUTHORITY	CANYON SUBSTATION W. SIDE OF IH35 AT BLANCO RIVER CROSSING	San Marcos	Communication
167	Central Texas Medical Center	1301 Wonder World Drive	San Marcos	Medical
168	San Marcos Police Department	2300 South Interstate Highway 35	San Marcos	Police
169	Hays County Constable's Office Precinct 1	712 South Stagecoach Trail	San Marcos	Police
170	San Marcos Fire Department Station 4	1404 Wonder World Drive	San Marcos	Fire
171	Hays County Government Center	712 South Stagecoach Trail	San Marcos	Government
172	Medez Elementary	1805 Peter Garza	San Marcos	School
173	LOWER COLORADO RIVER AUTHORITY	LCRA REDWOOD SUBSTATION INT OF FM123 AND REDWOOD ROAD	San Marcos	Communication
174	GLOBAL TOWER, LLC	3231 RR 12 ESN 131	San Marcos	Communication
175	DALLAS MTA, LP	2220 0.5 STAPLES ROAD	San Marcos	Communication
176	SM RADIO, INC	SE SAN MARCOS ON HIGHWAY 21, 0.9 KM FROM INTERSECTION W/ HIGHWAY 80	San Marcos	Communication
177	SM RADIO, INC	SE SAN MARCOS ON HIGHWAY 21 - 0.9KM FROM INTERSECTION W/ HIGHWAY 80	San Marcos	Communication
178	CELLTEX SITE SERVICES, LTD.	228 SESSOM DRIVE	San Marcos	Communication

179	Hays County Law Enforcement Center Sheriff's Office	1307 Uhland Road	San Marcos	Police
180	Hill Country Christian School	1401 Davis Lane	San Marcos	School
181	HAYS COUNTY	1307 UHLAND ROAD	San Marcos	Communication
182	DALLAS MTA, LP	1305 RIVER ROAD	San Marcos	Communication
183	Texas Department of Public Safety Troopers Office	1400 North Interstate Highway 35	San Marcos	Police
184	Wellbridge Hospital of San Marcos	1106 N IH 35	San Marcos	Medical
185	NEW CINGULAR WIRELESS PCS, LLC	939 HWY 80	San Marcos	Communication
186	Crockett Elementary School	1300 Girard Street	San Marcos	School
187	Advent Ridge Academy	1523 Old Ranch Road 12	San Marcos	School
188	Wonderland School	302 Country Estates Dr	San Marcos	School
189	TOWERCO II, LLC	1523 RANCH ROAD 12	San Marcos	Communication
190	San Marcos Fire Department Station 2	1314 Academy Street	San Marcos	Fire
191	ATC OUTDOOR DAS, LLC	ACADEMY & SPECK ST. (346120)	San Marcos	Communication
192	Texas State University San Marcos	601 University Drive	San Marcos	School
193	Texas State University Police Department	615 North L B J Drive	San Marcos	Police
194	San Marcos Marshal's Office	630 East Hopkins Street	San Marcos	Police
195	San Marcos Treatment Center and School	120 Bert Brown Road	San Marcos	School
196	San Marcos Fire Department Station 1	114 East Hutchison Street	San Marcos	Fire
197	San Marcos City Hall	630 East Hopkins Street	San Marcos	Government
198	San Marcos Activity Center - Shelter 500	501 E Hopkins St	San Marcos	Shelter
199	ATC OUTDOOR DAS, LLC	STATE ST. (346123)	San Marcos	Communication
200	ATC OUTDOOR DAS, LLC	STUDENT REC. CENTER (346121)	San Marcos	Communication
201	ATC OUTDOOR DAS, LLC	VISTA ST.& NORTH ST. (346122)	San Marcos	Communication
202	Hays County Park Lake Dam	BLANCO RIVER	San Marcos	Dam
203	Upper San Marcos River WS SCS Site 2	SINK CREEK	San Marcos	Dam
204	York Creek WS SCS Site 5 Dam	TR-YORK CREEK	San Marcos	Dam
205	Upper San Marcos River WS SCS Site 4	PURGATORY CREEK	San Marcos	Dam
206	Upper San Marcos River WS SCS Site 1	SINK CREEK	San Marcos	Dam
207	Upper San Marcos River WS NRCS Site 5 Dam	PURGATORY CREEK	San Marcos	Dam
208	Upper San Marcos River WS SCS Site 3	SINK CREEK	San Marcos	Dam
209	San Marcos State Fish Hatchery	OFF CH-SAN MARCOS RIVER	San Marcos	Dam
210	Aquarena Dam	SAN MARCOS RIVER	San Marcos	Dam
211	Scrutchin Lake Dam	TR-SAN MARCOS RIVER	San Marcos	Dam
212	John F Baugh Dam	TR-SAN MARCOS RIVER	San Marcos	Dam
213	Centerpoint Dam		San Marcos	Dam
214	Webster Lake Dam	TR-LONG CREEK	San Marcos	Dam
215	Cummings Dam	SAN MARCOS RIVER	San Marcos	Dam
216	Rio Vista Dam	SAN MARCOS RIVER	San Marcos	Dam

217	Cottonwood Creek Detention Dam		San Marcos	Dam
218	Broodale San Marcos North	1720 Old Ranch Rd 12	San Marcos	Assisted Living
219	Brookdale San Marcos South	1401 Wonder World Dr	San Marcos	Assisted Living
220	Hays Nursing and Rehabilitation Center	1900 Medical Pkwy	San Marcos	Assisted Living
221	Cypress Healthcare and Rehabilitation	1351 Sadler Drive	San Marcos	Assisted Living
222	ResCare Premier, Hutchison Location	545 W Hutchison Street	San Marcos	Assisted Living
223	San Marcos Rehabilitation & Health Care	1600 N I35 Road	San Marcos	Assisted Living
224	Smith House - San Marcos Community Living Program	119 Smith Lane	San Marcos	Assisted Living
225	Sodalis Senior Living	1921 Corporate Dr Suite 101	San Marcos	Assisted Living
226			San Marcos	Communication
227	Power Plant		San Marcos	Electric
228	Electric Substation		San Marcos	Electric
229	City of San Marcos Wastewater Treatment		San Marcos	Wastewater
230	San Marcos Regional Animal Shelter		San Marcos	Shelter
231	Hays County Emergency Operations Center - Hays County PSAP - Dispatch Center		San Marcos	Government
232	San Marcos Radio - LMR Coverage		San Marcos	Communication
233	McCarty Lane Substation - Transport Hub		San Marcos	Electric
234	Uhland Elementary School	2331 High Road	Uhland	School
235	Uhland Volunteer Fire Department	8950 Camino Real Road	Uhland	Fire
236	DALLAS MTA, LP	98 S OLD SPANISH TRAIL	Uhland	Communication
237	Uhland Police Department		Uhland	Police
238	Uhland City Hall		Uhland	Government
239	Wimberley Volunteer Fire Department Central Station	111 Green Acres Drive	Wimberley	Fire
240	Wimberley Emergency Medical Service Systems	220 Twilight Trail	Wimberley	Medical
241	Katherine Anne Porter School	515 Farm to Market Road 2325	Wimberley	School
242	Wimberley High School	100 Carney Lane	Wimberley	School
243	Danforth Junior High School	200 Texan Boulevard	Wimberley	School
244	Scudder Primary School	400 Green Acres Drive	Wimberley	School
245	Hays County Sheriff's Office - Wimberley Substation	14306 Ranch Road 12	Wimberley	Police
246	Wimberley City Hall	221 Stillwater Road	Wimberley	Government
247	Hays County Constable Precinct 3	200 Stillwater Road	Wimberley	Police
248	CROWN CASTLE GT COMPANY, LLC - Wimberley Radio - LMR Coverage	1171-B CR 1492	Wimberley	Communication
249	DALLAS MTA, LP	11751 RANCH RD 12	Wimberley	Communication
250	STC FIVE, LLC	10701 RR 12 SOUTH / AU33XC233.B	Wimberley	Communication
251	South Hays Fire Department Station 12	8301 Ranch Road 12	Wimberley	Fire
252	Saint Stephen's Episcopal School	6000 Farm Market 2337	Wimberley	School
253	Wimberley Montessori School	45 La Buena Vista Drive	Wimberley	Daycare
254	Lone Man Dam	LONE MAN CREEK	Wimberley	Dam

255	Deer Creek Nursing and Rehab	555 Ranch Rd 3237	Wimberley	Assisted Living
256	Wimberley Volunteer Fire Department Jacobs Well Station	Pleasant Valley Road and Jacobs Well Road	Woodcreek	Fire
257	Woodcreek City Hall	41 Champions Circle	Woodcreek	Government
258	Hog Creek Dam	HOG CREEK	Woodcreek	Dam
259	Wimberley Life Care	845 Summit Dr E	Woodcreek	Assisted Living
260	Parkers Pond Dam	TR-YORK CREEK	Zorn	Dam
261	DALLAS MTA, LP	21550 RR 12		Communication
262	CROWN CASTLE GT COMPANY, LLC	19700 RANCH ROAD 12		Communication
263	NEW CINGULAR WIRELESS PCS, LLC	3MI SOUTH OF HIGHWAY 290 WEST		Communication
264	SPECTRASITE COMMUNICATIONS, LLC THROUGH AMERICAN TOWERS, LLC.	6830 RANCH ROAD 12 (FM 12 309149)		Communication
265	SPECTRASITE COMMUNICATIONS, LLC THROUGH AMERICAN TOWERS, LLC.	21500 RANCH RD. 12 (DRIFTWOOD 309202)		Communication
266	Henly Volunteer Fire Department Station 3	7520 Creek Road		Fire
267	STC FIVE, LLC	7501 HWY. 290 WEST		Communication
268	DALLAS MTA, LP	310 OLD PARK ROAD		Communication
269	AMERICAN TOWERS, LLC	OFF OF HWY 12/CR 183 (LONE MAN MOUNTAIN 89172)		Communication
270	SPECTRASITE COMMUNICATIONS, LLC THROUGH AMERICAN TOWERS, LLC.	8500 FM 3257 (HAYS CITY 309968)		Communication
271	AMERICAN TOWERS, LLC	5501 W. HWY 290 (BTF 192/PRYOR 92088)		Communication
272	AUSTIN, CITY OF	220-B LAKESHORE DRIVE		Communication
273	Wimberley Volunteer Fire Department Rolling Oaks Station	103 Limestone Lane	Wimberley	Fire
274	LOWER COLORADO RIVER AUTHORITY - Rutherford Repeater - Transport Hub	10300 FM 967		Communication
275	DALLAS MTA, LP	6323B FM 967		Communication
276	North Hays County Volunteer Fire Department North Station	16716 Fitzhugh Road		Fire
277	T-MOBILE WEST CORPORATION	16714-B FITZHUGH ROAD (AU01432D)		Communication
278	NEW CINGULAR WIRELESS PCS, LLC - West Hays Radio - LMR Coverage	6930 RR 2325		Communication
279	Jacobs Well Elementary	3470 RM 2325		School
280	SBA MONARCH TOWERS II, LLC	501 JACOBS WELL ROAD		Communication
281	Lake Laurel Dam	TR-CYPRESS CREEK		Dam
282	River Oaks Ranch Dam	FITZHUGH CREEK		Dam
283	Pierce Lake Dam	TR-BLANCO RIVER		Dam
284	Solar Bliss Dam	UNNAMMED TRIB. OF HAMILTON CREEK		Dam
285	Reeves Lake Dam	MILLSEAT BRANCH		Dam
286	Purola Lake Dam	TR-PEDERNALES RIVER		Dam
287	Clear Lake Dam	PINOAK CREEK		Dam
288	Seven H Ranch Lake Dam	TR-WANSLOW CREEK		Dam

289	Mcalister Ranch Dam No 4	ONION CREEK		Dam
290				Communication
291	Doral Academy			School
292				Assisted Living
293	Strahan Arena - Texas State University	106 Charles Austin Dr, San Marcos, TX 78666	San Marcos	University Building
294	Bobcat Ballpark - Texas State University	349 Charles Austin Dr, San Marcos, TX 78666	San Marcos	University Building
295	Bobcat Track and Field Stadium - Texas State University	1100 Aquarena Springs Dr, San Marcos, TX 78666	San Marcos	University Building
296	Jim Wacker Field - Texas State University	1100 Aquarena Springs Dr, San Marcos, TX 78666	San Marcos	University Building
	Bobcat Village Apartments - Texas State University	1301 Aquarena Springs Dr, San Marcos, TX 78666	San Marcos	Student Housing
	Meadows Center for Water and the Environment – Texas State University	211 San Marcos Springs Dr, San Marcos, TX 78666	San Marcos	University Building

APPENDIX E: MEETING DOCUMENTATION

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

Public Outreach Meeting Notice

Hays County Multi-jurisdictional

Hazard Mitigation Plan

Hays County, along with the Cities of Dripping Springs, Wimberly, Kyle, Buda, Mountain City, Niederwalk, Woodcreek, and the Village of Bear Creek, will be offering two open house meetings to solicit public input on the updated Hazard Mitigation Plan. No reservations are needed to attend.

The first meeting will be held in Kyle at City Hall on Wednesday, January 24, 2024, from 6 pm to 8 pm. The address is 100 W. Center St., Kyle, TX 78640.

The second meeting will be held in Dripping Springs at City Hall on Thursday, January 25, 2024, from 6 pm to 8 pm. The address is 511 Mercer St., Dripping Springs, TX 78620.

The Hazard Mitigation Plan is a comprehensive document for communities to engage in effective planning that can reduce long-term risks to life and property from natural hazards, such as floods, droughts, hurricanes, tornados, winter storms, and wildfires. The Hays County updated plan has been in development for approximately one year, and public input must take place at this time to complete the plan.

Once the 2024 plan is complete, it will be reviewed by the Texas Department of Emergency Management and then by FEMA. Once FEMA approval is given, the plan will be accepted by resolution in each participating jurisdiction, and they will be eligible to apply for FEMA hazard mitigation grant funding.

Hays County Multi-jurisdictional Hazard Mitigation Plan Update
Core Meeting #1 – Kickoff Meeting
April 24, 2023
10:00 – 11:30 am

Agenda

- Introductions
- Overview of the Hazard Mitigation Planning Process
- Hazards review from the prior plan
- Review of goals from the prior plan
- Community Capabilities Worksheet
- Actions completed from the prior plan
- Next Steps
- Adjourn

Hays County Hazard Mitigatin Plan Update
Hazard Ranking Worksheet

Jurisdiction:

Please rank the hazards based on perceived level of risk, frequency of occurrence, and potential impact. (1) highest - (13) lowest	Hazard	Description
	Drought	A deficiency in precipitation over an extended period, usually a season or more, resulting in a water shortage causing adverse impacts on vegetation, animals, and/or people.
	Flood	Flooding is a general or temporary condition of partial or complete inundation of water, usually floodplains. The floodplain is an area of land susceptible to being inundated by floodwater from any source.
	Extreme Heat	Extreme Heat is a condition when temperatures hover above local excessive heat criteria combined with high humidity levels.
	Hailstorm	Hail is showery precipitation in the form of irregular pellets or balls of ice more than 5 mm in diameter.
	Hurricanes, Tropical Storms, and Depressions	A hurricane is a large rotating storm with high-speed winds that forms over warm waters in tropical areas. Hurricanes have sustained winds of at least 74 miles per hour and an area of low air pressure in the center called the eye. Hurricanes, tropical storms, and depressions are associated with heavy rainfall and inland flooding, storm surge, and high winds.
	Lightning	These are sudden charges of electricity that develop from storms or excessive heat.
	Severe Winter Storms	A condition when temperatures hover below freezing and can include ice, snow, and sleet.
	Tornado	A tornado is a narrow, violently rotating column of air that extends from the base of a thunderstorm to the ground.
	Windstorms	Severe wind storms can occur alone, or when accompanied by severe thunderstorms. Flying debris can cause major damage to utilities, infrastructure, and property.
	Earthquake	Any sudden shaking of the ground caused by the passage of seismic waves through Earth's rocks. Seismic waves are produced when some form of energy stored in Earth's crust is suddenly released, usually when masses of rock straining against one another suddenly fracture and "slip."
	Expansive Soils	Expansive Soils expand when water is added that shrink when they dry out. This movement can cause homes, buildings, parking lots, driveways, and roads to move unevenly and crack.
	Wildfire	Wildfires are an unplanned, unwanted fire burning in a natural area, like a forest, grassland, or prairie. Buildings and human development that are susceptible for wildfires are considered the wildland urban interface.
	Dam Failure	Dam Failure can occur with little warning from intense storms, flash flooding, or engineering failures. In the event of a dam failure, the energy of the water stored behind even a small dam is capable of causing loss of life and severe property damage if development exists downstream.

4/24/2023

HAYS COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

Jurisdictional Sub-Team Meeting #1

Including City of Buda, City of Dripping Springs, City of Hays, City of Kyle, City of Mountain City, City of Niederwald, City of Uhland, City of Wimberley, City of Woodcreek, Dripping Springs ISD, Hays CISD, San Marcos CISD, Texas State University, Village of Bear Creek, and Wimberley ISD.

Hays County Office of Emergency Services Main Conference Room, 810 S. Stagecoach Trail

Wednesday, September 13, 2023, 10:00am - 11:30am

Today's Agenda

- Attendance Noted
  - Document sub-jurisdictional teams with name, title, participating jurisdiction, and contact info for each team member.
- Create an Outreach Strategy
  - Meetings (Project Schedule)
    - 2 Jurisdictional Sub-Team Meetings
    - 2 Public Hearings
  - Discussion of On-line/Paper Citizen Survey
    - Review of draft questions by team members.
    - Who needs to be part of this discussion that isn't?
    - How do we reach vulnerable populations?
  - Other outreach methods: social media, website options, newspaper etc.
  - Review and document stakeholder engagement. Who did we talk to or who do we still need to talk to?
- Review prior plans and capabilities and update
  - Review of plans, policies, codes and ordinances that have been developed or updated since the last hazard mitigation plan.
    - How will these be incorporated into this plan update based on how they relate to hazard mitigation?
    - Look at plan and update.
- Review and Discussion of the Base Maps
  - Did we identify all critical facilities, infrastructure, and at-risk populations?
  - Where are the growth areas in each community?
  - Are facilities unique to ISDs and utility districts accurately represented on the map?

Use this worksheet to identify partner organizations to invite to participate on the planning team. Some organizations do not need to be involved in every decision of the planning process but are stakeholders that require outreach and involvement during the planning process. Revise the list of general partners below to reflect the organizations in your community. Mark which organizations will be invited to participate on the planning team and which will be involved through stakeholder outreach activities.

Planning Team – The core group responsible for making decisions, guiding the planning process, and agreeing upon the final contents of the plan

Stakeholders – Individuals or groups that affect or can be affected by a mitigation action or policy

Partner Organization	Planning Team	Stakeholder	Notes
Local Agencies			
Building Code Enforcement			
City Management/County Administration			
Emergency Management			
Fire Department/District			
Floodplain Administration			
Geographic Information Systems			
Parks and Recreation			
Planning/Community Development			
Public Works			
Stormwater Management			
Transportation (Roads and Bridges)			
City Council/Board of Commissioners			
Planning Commission			
Planning/Community Development			
Regional/Metropolitan Planning Organization(s)			
City/County Attorney's Office			
Economic Development Agency			
Local Emergency Planning Committee			
Police/Sheriff's Department			
Sanitation Department			
Tax Assessor's Office			
Special Districts and Authorities			
Airport, Seaport Authorities			
Fire Control District			
Flood Control District			
School District(s)			
Transit Authority			
Utility Districts			

Hays County Hazard Mitigation Plan Update 2024
CORE Team Meeting #2
April 10, 2024/10:00 a.m.
Office of Emergency Services, 810 S. Stagecoach Trl.
San Marcos, TX 78666

PURPOSE: To develop appropriate hazard mitigation actions, we will provide shared experience, capability, and problem discussion related to known natural hazards, drawing on expertise and observation.

- Attendance Noted

- Review/Discuss Need for Public Input
  - Online citizen survey results
  - Public input from open house
  - Public comment prior to Plan submission

- Hazard Risk Assessment
  - Review materials and risk assessments provided
  - Note any data gaps – places where we need more information
  - Synthesis/Major observations

- Mitigation Actions
  - Review past mitigation actions and progress
  - Review mitigation action goals
  - Discuss mitigation action worksheets

- Other items

Thank you for Coming

Please Sign In

HAYS CO. - SUB-J. #1,
SEPTEMBER 12, 2023/1:30 PM
OFC. OF EMERGENCY SVC.
810 S. STAGECOACH TRL.

Name	Representing	Email	Phone
Simone Corprew	Hays County	simone.corprew@co.hays.tx.us	512 749 1161
Will Baumann	Hays OES 615	will.baumann@co.hays.tx.us	817 584 7455
Ashton Perry	Hays County	ashton.perry@co.hays.tx.us	979 765 9123
Blake Pfeffinger	City of Buda	bpfeffinger@budatx.gov	512-523-1039
Alex Fernandez	City of Buda	Afernandez@budatx.gov	737-233-6008
Layne Taylor	Hays Co OES	LayneTaylor@co.hays.tx.us	512 978 2114
Clay Huckaby	Buda Fire & EMS / Hays Co. ESD 8	chuckaby@budafire.org	512-295-2232
Rod FITCH	SAN MARCOS	rfitch@sanmarcostx.gov	512-618-6830
Cynthia MCCALL	City OF HAYS	cmccall@cityofhays.org	903-316-9855 512-295-4792
Sirenna Cumberland	Ext Dripping Springs ISD	Sirenna.cumberland@dsisd.txus	(512) 738-0723
Roz Simmons	WISD	roz.simmons@wimberleyisd.net	512 585 0811
AL BRUSHWOOD	Village of Bear Creek	ALBRUSHWOOD@gmail.com	979-864-9618
Cody Lonie	Hays OES	codylonie@co.hays.tx.us	903-891-0855 512-393-8085
Sandes Frye	TXST University	jf32@txstate.edu	512 245 4124
Mackenzie Pahl	TXST University	jm_m76@txstate.edu	512-245-3616
MIKE JAMES	HOES	MikeJames@co.hays.tx.us	512 618 0302
Craig Rice	City of Dripping Springs	CRice@cityofdrippingsprings.com	512 858 9725
Dillon Polic	North Hays County Fire/EMS	dpolic@northhayscfd.com	512-781-9172
Justin Zucker	Kyle Fire Department	jzucker@kylefire.com	737-265-9773
Will PT	City of Kyle	wpaiztabash@cityofkyle.com	
THOMAS M. TURK, P.E.	CITY OF WIMBERLEY	TTURK@FREELANDTURK.COM	830-322-6208

Will Paiz-Tabash, EMC, 737-248-6724
wpaiztabash@cityofkyle.com

Thank you for Coming

Please Sign In

HAYS CO. - PUBLIC MTG.1
JANUARY 24, 2024
CITY OF KYLE, CITY HALL
KYLE, TX 78640

Name	Representing	Email	Phone
Iyauvalee Harris	City Council, Kyle	centralS0@msn.com	817-705-7101
Jane Huchson	City of San Marcos	jhuchson@sanmarcostx.gov	512 393 8085
ALYSSA PAMILLA		ALYSSAPAMILLA@gmail.com	832-514-4413
MIKE JAMES	HAY OES	mike.james@co.hays.tx.us	512 618 0302
Alex Villalobos	Hays County Chief of Staff	Alex.Villalobos@co.Hays.tx.us	512-787-5194
Andy Way	KYAN	andrews.way@kyan.com	512-589-0705
Jerry Hendrix	City of Kyle	jhendrix@cityofkyle.com	512-694-3974
Will Paiz-Tabash	City of Kyle	wpaiztabash@cityofkyle.com	737-248-6724

Hays County Office of Emergency Services
810 S. Stagecoach Trail STE #1200
San Marcos, TX 78666

MEETING SIGN-IN SHEET SJA-J Meeting

Project:	Hazard Mitigation Plan	Meeting Date:	9/13/2023, 10am.
Facilitator:	Langford	Room:	EOC

Name	Title	Company	Phone	E-Mail
Cody Fergan	Sgt.	Constable Pct 5	512-393-3000	cody.fergan@co.hays.tx.us
John Ellen	Constable	Constable Pct 5	512-393-3030	John.ellen@co.hays.tx.us
Don Montague	Constable	PCT 3	512-971-1014	don.montague@co.hays.tx.us
Taylor Holliday	CLO	TDEM	737-303-2184	Taylor.holliday@tdem.texas.gov
Mike Jones	Director	HCOES	512-680-3002	Mike.Jones@co.hays.tx.us
Ashton Perma	Grants	CWOP	8307659627	Ashton.perma@co.hays.tx.us
Will Barmann	GIS Specialist	HCOES	8175897455	will.barmann@co.hays.tx.u
Gabe Rojas	Consultant	Rojas Planning	5124684655	gjrcity@gmail.com
Simone Corprew	Grant writer	Hays Co	512 749 1101	simone.corprew@co.hays.tx.us
Mackenzie Norris	Engineer			
T.J Bradson	Asst. Dir	Hays	2147070652	thaves.bradson@co.hays.tx.us
Cody Lorie	Spec Ops Coord.	Hays OES	512-781-2088	Cody.lorie@co.hays.tx.us
Laurie Taylor	Planner	Hays OES	512-938 2114	Laurie.taylor@co.hays.tx.us
Todd Riffe	Lt	Hays Co	512-393-7786	triffe@co.hays.tx.us

Thank you for Coming

Please Sign In

HAYS CO. Core Team #2
April 10, 2024/10a-12 noon
OFC. OF EMERGENCY SVC.
810 S. STAGECOACH TRL.

Name	Representing	Email	Phone
Clay Huckaby	Buda Fire • EMS	chuckaby@budafire.org	512-563-3112
Kyle Taylor	Kyle FD	ktaylor@kylefire.com	512-657-0238
Taylor Holliday	TDEM	Taylor.Holliday@dem.texas.gov	737-303-2284
Laurie Taylor	HCOES	LaurieTaylor@co.hays.tx.us	512 938-2114
Steve Sedig	Hay CO Fire Marshal	Steve.Sedig@co.Hays.Tx.us	(512) 395-7323
Mike Jones	HCOES	mike.Jones@co.hays.tx.us	512 668 0302

Thank you for Coming

Please Sign In

HAYS CO. - PUBLIC MTG.2
JANUARY 25, 2024
DRIPPING SPRINGS, CITY HALL

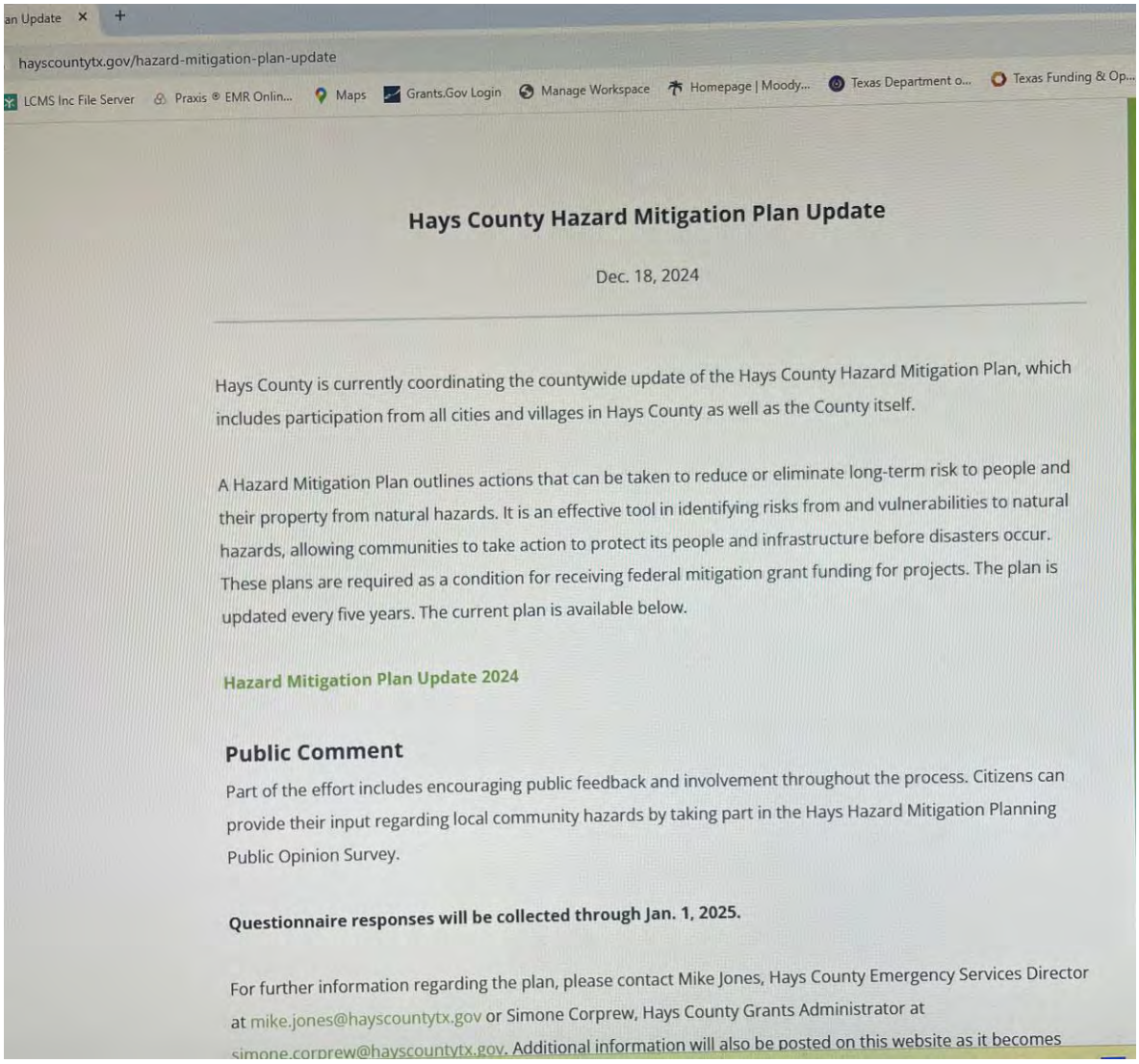
Name	Representing	Email	Phone
Sirenna Cumberland		Sirenna.cumberland@dsisd.txus	(512) 738-0723
MIM JAMES	D. S. PLNG & ZONING		
Tamarie Williamson	D.S. Planning & Zoning		512-768-0129
Eugene Foster	"	fosters.fay@gmail.com	512 [illegible] 2066
Sherrie Parks	DS City Council	Sparks@cityofdrippingsprings.com	972.698.5744
Ron Jones	DS Councilmember	Ron.Jones@cityofdrippingsprings.com	512 [illegible] 1005
Roman Salgado	City of Dripping Springs		(701) 737-9584
Ray Sanchez	City of Dripping Springs	rsanchez@cityofdrippingsprings.com	7706887067
Mike Jones	HCOES	Mike.Jones@co.hays.tx.us	512 668 0302
Roz Simmons	WISD	roz.simmons@wimberleyisd.net	512 585 0811

Thank you for Coming

Please Sign In

HAYS CO. - CORE MTG. #1,
APRIL 14, 2023/10:00 AM
OFC. OF EMERGENCY SVC.
810 S. STAGECOACH TRL.

Name	Representing	Email	Phone
MIKE JONES	HCOES	Mike.Jones@co.hays.tx.us	512 618 0302
Simone Carpenter	Hays County	Simone.carpenter@co.hays.tx.us	512 749 1161
Ashton Pecina	Hays County	ashton.pecina@co.hays.tx.us	512 765 9167
Laurie Taylor	Hays County GIS	Laurie.taylor@co.hays.tx.us	512-938-2114
Taylor Holliday	TDEM	Taylor.Holliday@tdem.texas.gov	737-305-2784
Roz Simmons	WISD	roz.simmons@wimberleyisd.net	512 585 0911
Cody FEAGAN	Hays county constable 5	Cody.FEAGAN@co.hays.tx.us	512-210-4137
Sienna Cumberland	Dripping Springs ISD	sienna.cumberland@dsisd.tx.us	
Kathy Knocker for Walt Davis	City of Kyle	Knocker@cityofkyle.com	512-268-2537-618-8270
Alex Brusuelas	City of Bear Creek	A.Brusuelas@bearcreektx.gov	979 864 9618
Stan Standridge	San Marcos PD	Standridge@sanmarcostx.gov	512-753-2100
Debbie Ingalsbe	Hays County	debbie@co.hays.tx.us	512-393-2241
Wendy Mccoy	Texas State Univ	wendy.mccoy@txstate.edu	512-245-3616
Ryan Wright	TXST		830 798 3876
Ryan Brandon	Hays CoES	Ryan.Brandon@co.hays.tx.us	512-393-7339
Dillon Polk	North Hays County Fire/Rescue	dpolk@northhaysfire.com	512-781-8172
Kristen Jones	HCOES	Kristen.Jones@co.hays.tx.us	512-393-7339
Alex Villalobos	Hay County	Alex.Villalobos	512-787-3784
Trish Rose	HCSO	trish@co.hays.tx.us	512-393-7786
Micah Grau	C of Buda	micah.grau@buda.tx.gov	512-523-1074
WENDY L SMITH	City of Buda	wendy.smith@buda.tx.gov	
Alex Fernandez	City of Buda	AFernandez@buda.tx.gov	512-523-1045
Daniel C. Law	Pct. 1 Constables office	daniel.law@co.hays.tx.us	512-618-8698


an Update
hayscountytx.gov/hazard-mitigation-plan-update
LCMS Inc File Server
Praxis ® EMR Onlin...
Maps
Grants.Gov Login
Manage Workspace
Homepage | Moody...
Texas Department o...
Texas Funding & Op...
Hays County Hazard Mitigation Plan Update
Dec. 18, 2024
Hays County is currently coordinating the countywide update of the Hays County Hazard Mitigation Plan, which includes participation from all cities and villages in Hays County as well as the County itself.
A Hazard Mitigation Plan outlines actions that can be taken to reduce or eliminate long-term risk to people and their property from natural hazards. It is an effective tool in identifying risks from and vulnerabilities to natural hazards, allowing communities to take action to protect its people and infrastructure before disasters occur. These plans are required as a condition for receiving federal mitigation grant funding for projects. The plan is updated every five years. The current plan is available below.
Hazard Mitigation Plan Update 2024
Public Comment
Part of the effort includes encouraging public feedback and involvement throughout the process. Citizens can provide their input regarding local community hazards by taking part in the Hays Hazard Mitigation Planning Public Opinion Survey.
Questionnaire responses will be collected through Jan. 1, 2025.
For further information regarding the plan, please contact Mike Jones, Hays County Emergency Services Director at mike.jones@hayscountytx.gov or Simone Corprew, Hays County Grants Administrator at simone.corprew@hayscountytx.gov. Additional information will also be posted on this website as it becomes

APPENDIX F: ADOPTION RESOLUTION

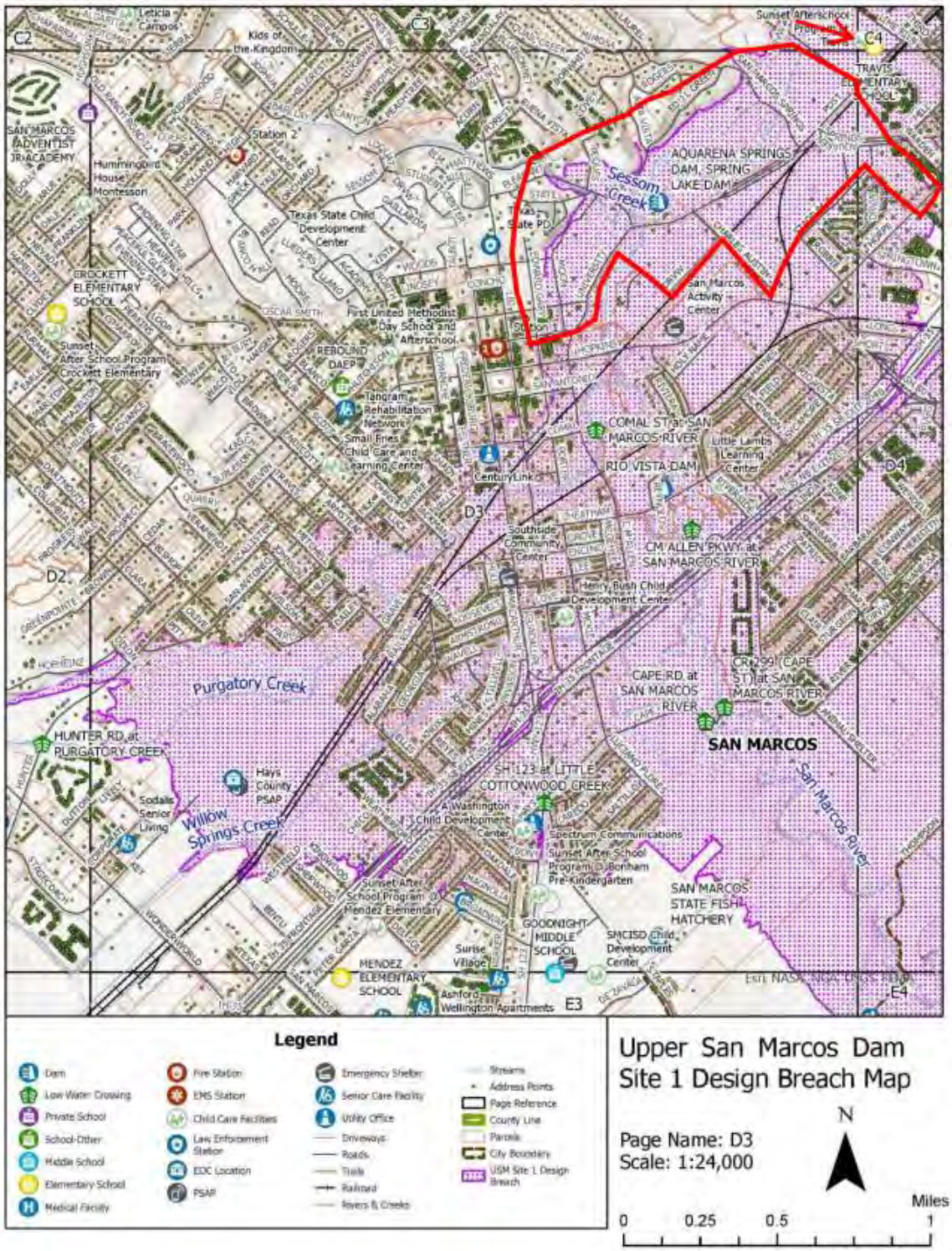
APPENDIX G: UPPER SAN MARCOS ACTION PLAN DAM BREACH MAPS (CONFIDENTIAL)

This section contains **Dam Breach Inundation Maps** that are considered sensitive and **confidential** under applicable federal and state security guidelines. Distribution is restricted to authorized personnel only. Unauthorized disclosure, duplication, or dissemination of this information is strictly prohibited.

Access to this information is governed by applicable regulations and is intended solely for official use in emergency planning, response, and infrastructure protection.

San Marcos Consolidated ISD
Affected Facility - Travis Elementary School

Texas State University Impacts:
Affected Facilities - Department of Theater and Dance, Performing Arts Center, Butler Hall, J.C. Kellam Administration Building, East Chill Plant, EARDC Laboratory, Live Oak Hall, Tennis Center, Bobcat Tennis Complex, Spring Lake Hall, Meadows Center for Water and the Environment, Jowers Center, Strahan Arena, Bobcat Ballpark, Bobcat Stadium, Bobcat Track and Field Stadium, Bobcat Village Apartments.



U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

May 27, 2025

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Hays County, Texas Multi-Jurisdiction Hazard Mitigation Plan

Dear Ms. Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). FEMA review does not include the review of content that exceeds the applicable FEMA mitigation planning requirements. Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments, has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 268-7602.

Sincerely,

R. Barton Moore

Digitally signed by R. Barton Moore
Date: 2025.05.29 11:14:04 -05'00'

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosures: Participants

cc: Anne Lehnick

Participants

Attached is the list of participating local governments included in the May 27, 2025 review of the referenced Hazard Mitigation plan.

	Community Name
1)	Bear Creek village
2)	Buda city
3)	Dripping Springs city
4)	Dripping Springs Independent School District
5)	Hays city
6)	Hays Consolidated Independent School District
7)	Hays County
8)	Kyle city
9)	Mountain City city
10)	Niederwald city
11)	San Marcos Consolidated Independent School District
12)	Texas State University
13)	Uhland city
14)	Wimberley city
15)	Wimberley Independent School District
16)	Woodcreek city

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Risk Management Directorate (RMD) SharePoint:

https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx

Note: You will be requested to register if you have not already done so. All plans containing Protected Critical Infrastructure Information (PCII) must be submitted as an encrypted document with the password being sent separately in an email to ensure secure file submissions.

---

1. Final draft of the plan in MS Word or pdf format containing:
   a. The final plan formatted as a single document.
   b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc.…) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
   c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.

2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please DO NOT send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:

   a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
      i. Subject line [Approval Review for Name of Plan, State]
      ii. FEMA funding source, grant or disaster number, and project number (when applic
      iii. list of adopting jurisdictions
      iv. Plan File name (file name must include date submitted)

3. Submittals which do not conform to the above requirements will be returned to the State for resubmission

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Emily Nelson, Director of Parks & Community Services

Council Meeting Date: 08/05/2025

Agenda Item Wording: **Discuss and consider approval of the City of Dripping Springs' request for submittal of an application to the Lower Colorado River Authority's Community Grant Program for Dripping Springs Ranch Park Event Center roof repairs.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Emily Nelson

Summary/Background: Dripping Springs Ranch Park is requesting to apply for the LCRA Community Grant. This is a unique year because LCRA is celebrating the program's 30th anniversary, by including an additional grant of up to $100,000 in each of the July 2025 and January 2026 grant cycles.

Our roof repairs at DSRP will be a large, yet necessary, budget request for FY 2026 of $600,000. The proposed project will include repairing the roof, replacing skylights with metal sheeting, sealing existing leaks, and applying specialized insulation coating to improve heat mitigation within both our natural air spaces and climate-controlled rooms. These improvements will enhance energy efficiency, lower maintenance costs, and create a more comfortable and reliable environment for everyone who uses the facility.

We will be more that meeting LCRA required 20% matching of funds.

Commission Recommendations:

Recommended Council Actions: Staff recommend approval of the LCRA Community Grant application request.

Attachments:

Next Steps/Schedule:

LCRA Community Grant Narrative:

1. How does this project benefit the community?

Dripping Springs Ranch Park (DSRP) was purchased by the City in 2008 and has transformed from a community park into an important park with a multi-use facility for residents of Dripping Springs, Hays County, and the surrounding area. The facility was built in 2013 complete with a climate-controlled event room and kitchen, an open-air arena with stalls and wash racks, and an open-air vendor area. DSRP has become a key spot for recreation, education, cultural events, and emergency response.

The park provides year-round youth and adult programs and community events that draw attendees from throughout Central Texas. With our rapidly growing community, DSRP continues to commit to celebrating the City's agricultural heritage while also supporting the local economy. The Community Rodeo, multiple horse shows, and the Hays County Livestock Show are some of the signature events that draw big crowds, having a positive impact on tourism, hospitality, and local expenditures.

This project will benefit the community directly by making this city-owned building safer, more functional, and more energy-efficient. Roof repairs, substituting aged skylights with metal sheeting, and installing a reflective elastomeric coating will shield the building's structure and enhance comfort and usability for residents and guests throughout the year.

Currently, roof leaks and extreme indoor temperatures restrict access to essential areas of the building, particularly in the summer and inclement weather. This interferes with programs, restricts rentals, and negatively impacts the visitor experience. Fixing these issues will create a more reliable and climate-friendly environment that meets the needs of our growing and diverse population.

Major community benefits from the repairs and improvements are:

- Increased access to programs such as 4-H, clinics, educational workshops, and recreation for youths and adults.
- Improved conditions of rental spaces for local organizations, nonprofits, and businesses, supporting entrepreneurship and economic development.
- Enhanced emergency preparedness, since DSRP operates as a community warming/cooling center as well as an official Hays County evacuation center, with specialty areas for large animals.
- Increased economic benefit from increased tourism, event bookings, and public-private partnerships.

- Environmental sustainability from energy-efficient improvements that reduce long-term utility and maintenance expenses.

The project will, in total, protect a valuable public resource, enhance community quality of life, and facilitate the continued growth and resilience of Dripping Springs. It demonstrates the City's dedication to equitable, forward-thinking public spaces as essential opportunities for community connection, heritage, and advancement.

2. How would this grant contribute to the health and development of your community and improve its attractiveness to public and private enterprises?

This grant would directly support the health and development of our community by allowing necessary repairs and energy-efficient improvements to a crucial city-owned facility, Dripping Springs Ranch Park. This park acts as a central gathering place for residents, neighboring communities, and visitors.

DSRP offers a wide range of programs and events that encourage lifelong learning, cultural engagement, youth development, and community unity. These include equestrian events, livestock shows, 4-H meetings, public forums, banquets, educational clinics, and recreational activities that connect people of all ages.

However, the facility’s aging metal roof is deteriorating and leaks significantly during rainfall. This leads to interruptions in events, safety concerns, and damage to city assets. The original fiberglass skylights, which are worn and leaking, are no longer necessary after the full facility conversion to energy-efficient LED lighting in 2023 and 2024. In addition, the roof lacks proper insulation, contributing to high utility costs and excessive indoor heat, particularly during the hottest months.

With LCRA grant support, the City of Dripping Springs would be able to move forward with repairing damage, replacing skylights with metal sheeting, sealing leak points, and applying a reflective elastomeric coating to improve temperature control.

These upgrades will:

- Increase the facility’s reliability and safety;
- Boost energy efficiency and lower long-term costs; and
- Provide a more comfortable and usable space year-round.

By extending the life of this important public facility, this project supports the long-term sustainability of essential community programs while making the space more appealing to both public and private users. These improvements will attract external event

planners, local organizations, and regional agencies looking for a dependable, weather-tight, and professional venue.

Investing in DSRP shows a commitment to maintaining inclusive and forward-thinking public infrastructure that benefits both current residents and future users. This creative step towards an energy-efficient building supports community health and development and also enhances Dripping Springs as a destination for regional events, private rentals, and long-term partnerships. This project preserves and improves a vital community asset, providing long-lasting benefits for the City and its stakeholders.

3. How would this grant improve the quality and quantity of services essential for the development of your community?

The project will directly enhance the quality and quantity of services at Dripping Springs Ranch Park by fixing infrastructure issues that restrict programming, rentals, and community use. Replacing old skylights, fixing current roof damage, and applying a reflective sealing coat will enhance facility conditions, reduce interruptions, and allow for increased service throughout the year.

Currently, multiple rental and program spaces have ongoing roof leaks that interfere with operations during and following rainfall. These problems compromise equipment and facility components, and they also adversely affect our rental customers. A few customers have stated that the leaks have harmed their business and make them less inclined to return. Furthermore, insufficient insulation results in extreme indoor heat during warmer months, especially in our open-air arena. This creates difficulty in providing regular programming and obtaining summer bookings. As a result, our facility that usually hosts 2-3 events each weekend, sees significantly reduced activity during the hottest months.

Despite continual staff efforts to maintain a high-quality level of service and positive customer experience, facility limitations regularly cause programs to be dropped, relocated, or reprioritized to make way for fee-paying rentals. This puts a strain on relationships with facility users and restricts access to programs that aid youth development, lifelong learning, and community connection.

The proposed energy-efficient roof improvements will create a more stable, climate-resilient facility that will enable the City to:

- Provide unobstructed access to all covered and indoor areas;
- Increase seasonal programming for youth and adults;
- Boost weekend bookings and community usage; and
- Reduce maintenance and utility expenses.

By ensuring a safe, usable, and energy-efficient facility, this project enhances the City's capacity to deliver high-quality services and expands the number of events and partnerships we can accommodate. These improvements will help DSRP to grow towards its potential as a regional destination for recreation, education, culture, and economic growth.

4. Why is this project needed?

Dripping Springs Ranch Park faces significant infrastructure issues that threaten its capacity to operate safely and efficiently throughout the year. The project proposal seeks to address these concerns by implementing roof repairs and energy-efficient upgrades that will enhance the facility's lifespan and lower long-term operational expenses.

The project will involve required repairs for the extensive roof leaks that have plagued the facility. If left unrepaired, these leaks compromise the structure of the building and the integrity of its interior space. 160 skylights were initially installed to bring in necessary natural light, but they have now outlived their lifespan. The paper-thin fiberglass panels have significant damage and are a major cause of active leaks. Since the recent changeover to high-efficiency LED lighting, which has enhanced illumination and its brightness, skylights are now unnecessary. The project intends to entirely remove the heavily aged skylights and cover them with solid metal panels to return the roof to a safe and stable condition.

Further roof repair will involve replacing broken or missing fasteners and tightening loose screws to fix other water penetration points and reduce future wear. Once repairs have been completed, the roof will be coated with a high-performance elastomeric coating. This coating will greatly increase the lifespan of the roof, seal the repairs, and enhance energy efficiency by reducing interior temperatures by as much as 10 degrees in both climate-controlled and open-air spaces. It also has a 10-year warranty that can be extended with future reapplications, making it a cost-effective long-term solution.

DSRP is a valuable multi-purpose facility for the City of Dripping Springs, Hays County, and surrounding communities. It hosts multiple activities, such as youth and adult recreational programs, community events, Town Hall meetings, polling operations, and emergency responses. The facility also provides an evacuation center for individuals and animals with a focus on large livestock in case of regional emergencies, including wildfires. Having a safe, weather-tight roof is crucial to accommodate these varied and critical uses.

Roof leaks have already disrupted numerous programs and events in the last year. In inclement weather, staff have utilized tarps, buckets, and warning signs to contain

facility roof leaks and keep visitors safe. One of the most memorable events was the Texas Junior Roller Derby's New Year Revolution Tournament, which hosted teams from throughout Texas and the United States. Leaks above the competition track required staff to create resourceful temporary solutions to keep players safe and prevent the cancellation of the event. Also, these leak-affected areas serve as spaces for elections and emergency shelters, causing severe reliability and safety concerns.

The facility's primary arena, which is open-air, consistently experiences dangerous high temperatures throughout the hottest months. The extreme heat limits use and cuts down on rentals from June through September. Events like the Dripping Springs Rodeo, a Memorial Day Weekend tradition, are also endangered by extreme temperatures. Without better temperature control, these conditions endanger animals, staff, and community members.

DSRP sees thousands of visitors annually, and these upgrades are vital to ensure ongoing access, educational program delivery, and emergency preparedness. By restoring the roof's integrity, improving energy efficiency, and enhancing thermal comfort, this project will strengthen community resilience, support year-round operations, and stabilize event-based revenues that support the park's sustainability.

5. Please explain how often other individuals or groups within your community will be able to use the building. Please provide details on how much of the building will be used by others and how often.

Dripping Springs Ranch Park is a city-owned facility open seven days a week, year-round. It serves as a valuable community center for many groups of people and organizations. The facility is used daily by multiple visitors, different organizations, and community programs, while also hosting a variety of event rentals.

Weekly activities include:

- Mondays: Dripping Springs 4-H Club meetings and Hays County 4-H Horse Program ride nights.
- Tuesdays: Barrel racing exhibitions and series hosted by the Texas Hill Country Barrel Racing Association and Arrow Wranglers Archery Club.
- Wednesdays: Tai Chi practice sessions and The Dripping Springs Farmers Market.
- Thursdays: Texas Beef Initiative team roping practice and Open Skate Night with Drip Skate, as well as our Tween Scene program for youth ages 9-14.

Monthly meetings include:

- Mondays: Dripping Springs Lions Club Meetings 1st and 3rd weeks and Dripping Springs Ag Boosters 1st week of the month.

- Tuesdays: Hays County Livestock Exposition (HCLE) Board meetings 4th week of the month.

The entire facility is utilized throughout the year for a variety of events including banquets, community meetings, trade shows, blood drives, equestrian events, livestock shows, polling operations, educational seminars, and emergency evacuation shelters. The last week in January the facility hosts the Hays County Livestock Show, where thousands of youth from across the county show livestock and projects in hopes of being awarded scholarships at the HCLE auction. In addition to the Monday night Hays County 4-H Horse Program, our arena is the site for three Hays County Point Shows and has been the site for the June District 10 4-H Horse Show for the last few years. Our Main Event Room has been the site for numerous public meetings, some of which have included TxDOT, Hays County Bond Open House, Fitzhugh Safety Study Open House, City of Dripping Springs Comprehensive Plan Open House, and City of Dripping Springs Parks, Recreation, & Open Space Master Plan meetings. DSRP has had the privilege of hosting the 2024 and 2025 Texas Special Olympics Opening Ceremony, and we hope to welcome them back in 2026.

Aside from outside rentals and partnerships, Dripping Springs Ranch Park staff organize a variety of events and programs throughout the year. They include the Dripping Springs Rodeo in partnership with Dripping Springs Ag Boosters, Easter Eggstravaganza, Turkey Trot and other 1k/5k/10k runs, Fall Festival, Haunted House, Coyote Kids Nature Camp, Tween Scene, Spring Break Camp, and our Western Wonderland Ice Rink and Community Trail of Lights. Each event leaves a memorable experience for visitors while bringing family entertainment within reach of all people in the community at an affordable price. Other programming partnerships at DSRP include Skateboarding Camps, Drip Run & Yoga Club, and Master Naturalist Nature Walks. Both residents and visitors are attracted to these programs, which utilize the facility and grounds to their greatest potential.

Even in the summer months when Dripping Springs Ranch Park has fewer reservations due to excessive heat, we have a great number of visitors. Our programs department creatively uses the park and facility to offer Family Nerf Night, Family Campouts, Family Dodgeball, and Family Skate Night. We can transform our event room into a roller rink, archery range, or whatever other fun family activity is requested. The centerpiece of our facility is a multi-use open-air arena where equestrians can ride. We sell annual arena memberships, and numerous riders from surrounding areas haul in and purchase day passes to utilize the facility. Our 119-acre park continues to be frequented by park visitors utilizing the trails and outdoor amenities. These guests will stop into the facility for restroom use, water, or to discuss upcoming events and park projects with staff. The lovely landscaping in front of our building is kept up by the Hays County Master

Gardeners. The park also serves as a project base for Hays County Master Naturalists, who conduct projects and help coordinate Eagle Scout projects.

The City has always encouraged education and DSRP has hosted various training opportunities. The Precinct 4 Constable Office and North Hays County Fire & EMS utilize multiple spaces to conduct various drills to better prepare their teams, especially for large scale events within our facility. In more recent years, City Staff have utilized their skills and experiences to lead trainings for fellow City Staff, along with outside organizations and community members. Staff at DSRP have hosted two Large Animal Behavior & Handling Safety Courses heading into wildfire season to prepare staff, Hays County Community Emergency Response Team (CERT) members, and willing community volunteers on how to properly intake horses and other livestock. The City of Dripping Springs Emergency Preparedness & Homeland Security Director partners with organizations and offers CPR, Stop the Bleed, and other important FEMA training courses relevant to all departments within the city.

Overall, many people or groups use the building every day. The center is designed to be a blank canvas, and staff strive to be creative and flexible with bookings, ensuring that members of the public and partner organizations have continued access.

This level of community use cements the building's status as a central space for civic engagement, education, entertainment, and cultural events.

6. Please explain how the organization's operating account and/or reserve funds are being utilized towards the project.

The cost for the proposed roof project is $600,000.00. The City of Dripping Springs budgeted $150,000.00 in the Dripping Springs Ranch Park (DSRP) Fund in FY 2025 for this project. These budgeted funds will be carried forward to FY 2026. The balance of funding needed will be pulled from the City’s Hotel Occupancy Tax Fund, which is being utilized by the Ranch Park in its capacity as an “event center.”

7. Please describe the energy-efficient component(s) of your project.

This proposed project incorporates several key energy-efficiency improvements that will enhance the performance and sustainability of Dripping Springs Ranch Park. These components include the replacement of deteriorated skylights with metal sheeting, targeted roof repairs to address leak points, and the application of a high-performance reflective elastomeric coating.

The 160 original skylights, once essential for natural lighting, are now obsolete following the facility-wide transition in 2023–2024 to high-efficiency LED lighting. Replacing the aged fiberglass skylights with solid metal panels will eliminate the numerous water penetration points that lead to leaks and offer a stronger solution to increase the longevity of the roof's lifespan.

The elastomeric roof coating, made from flexible silicone, adds another layer of energy performance. Its reflective properties deflect sunlight, reduce roof surface temperatures by up to 10 degrees, and lower the temperature in open-air and climate-controlled spaces, lessening the load on HVAC systems. The coating also acts as a durable, rubberized membrane that expands and contracts with temperature changes, preventing cracks, peeling, and further deterioration. Its seamless application creates an airtight, waterproof barrier that reduces air and moisture infiltration, boosting the overall energy efficiency of the building.

This sustainable roofing solution is backed by a renewable 10-year material warranty, making it both a long-term and cost-effective investment. Collectively, these improvements will extend the roof's lifespan, reduce energy consumption and utility costs, and provide a more comfortable and environmentally responsible facility for the community.

8. Is there anything else you want the Review Committee to know about this grant proposal?

We believe this project is a great fit for the LCRA Community Grant Program because it directly supports the program's goals of improving quality of life, upgrading community infrastructure, and promoting public safety and sustainability. The changes to Dripping Springs Ranch Park will have a broad and lasting impact. This project will create a safer, more energy-efficient, and more accessible space for residents, regional visitors, and partner organizations.

The facility is not just a cultural and recreational center, it also plays a crucial role during emergencies and weather events, making these improvements important for both function and community. Support from this grant will help ensure the park can continue serving a large and growing population with programs, events, and services that reflect our city and region's unique character.

Our team has carefully evaluated the project, and we are ready to start if awarded this grant. We have a clear plan, experienced staff, and have had numerous conversations with reliable vendors. Our internal team has the knowledge and resources to oversee the project to completion. We have a strong track record of managing city projects successfully and on time.

The City of Dripping Springs is committed to long-term sustainability through proactive maintenance and energy-saving upgrades. Community support for this project is strong. Input from program participants, event organizers, and facility users has consistently highlighted roof and insulation issues as top concerns. This grant would allow us to address those needs and keep investing in a facility that boosts economic development, community pride, and local identity.

Thank you for considering our proposal. We are eager for the chance to advance this project with your support and to show the significant benefits this investment will bring to our community.

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Community Grants
Project Cost Summary

The project cost worksheet contains four steps to develop and identify the total project cost and funding distribution of the project:
Step 1: Calculate total project cost.
Step 2: Allocate hard costs between cash match contribution or LCRA community grant request.
Step 3: Explain in-kind contribution.
Step 4: Review funding overview for the project.
There are built-in eligibility verifications to help make sure your request adds up and meets grant requirements.
Red boxes mean there are warnings/revisions necessary.
For examples of completed project cost summaries go to www.lcra.org/grants.

Complete green fields ONLY.

Step 1: Calculate total project cost.

Total Project Cost = Hard Costs of Project + In-kind Contributions

Enter a description for each line item of your project, the dollar amount of the hard costs and value of in-kind contributions, if any, for that item. Summarizing phases or similar activities/costs into one line item is preferred. Do not alter form. Utilize available space only.
When calculating in-kind values, utilize current prevailing rates.

For more information concerning eligible project costs and in-kind contributions go to www.lcra.org/grants.

Line Item Description	Hard Costs	In-kind Contribution Value	Total Project Cost
Skylight Replacement: Remove fiberglass and replace with sheet metal	$ 66,400		$ 66,400
Roof Repairs: Replace screws and fasteners, Seal all seams, Flashing, Caulking, Deep Clean Surface	123,600		123,600
Elastomeric (10yr) Coating	410,000		410,000
			-
			-
			-
			-
			-
			-
			-
Total	**$ 600,000**	**$ -**	**$ 600,000**

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Community Grants
Project Cost Summary

Step 2: Allocate hard costs between cash match contribution or LCRA community grant request.

Enter the amount of money being contributed by the organization and the amount of money being requested as LCRA grant funding for each item.

Line Item Description	Matching Contribution		LCRA Community Grant Request Allocation	Total Project Cost
	$Cash$ Contributed by Organization	In-kind Contribution Value		
Skylight Replacement: Remove fiberglass and replace with sheet metal	$ 66,400	$ -		$ 66,400
Roof Repairs: Replace screws and fasteners, Seal all seams, Flashing, Caulking, Deep Clean Surface	123,600	-		123,600
Elastomeric (10yr) Coating	310,000	-	100,000	410,000
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total	**$ 500,000**	**$ -**	**$ 100,000**	**$ 600,000**

Total Matching Contribution **$ 500,000** **83%**

Eligibility Verification - Grant Request

The minimum funding request is $1,000.
The maximum funding request is $100,000.

Based on the information entered in step 2, the grant request amount is over/(under) the LCRA community grant request limits by:

$ -

Total project cost in step 1 and step 2 **MUST** match.

Based on the information entered in step 1, the remaining amount of project costs to allocate in step 2 between cash contributed and LCRA community grant request is:

$ -

Eligibility Verification - Matching Requirement

Based on the information entered in step 1, the **minimum match requirement** for this project is: **$ 500,000 83%**

Total project costs of $5,000 or less do not require a match.
Total project costs exceeding $5,000 require a match to avoid a point deduction during application review due to inability to complete the project.

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Community Grants
Project Cost Summary

Step 3: Explain in-kind contribution.		
Please enter a description for each line item of in kind included in the project. Please be specific about type, quantities and calculations of value. Use current prevailing rates when calculating values.		
Line Item Description	**In-kind Contribution Value**	**Description**
Skylight Replacement: Remove fiberglass and replace with sheet metal	$ -	
Roof Repairs: Replace screws and fasteners, Seal all seams, Flashing, Caulking, Deep Clean Surface	-	
Elastomeric (10yr) Coating	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	

Total In-Kind Contribution $ -

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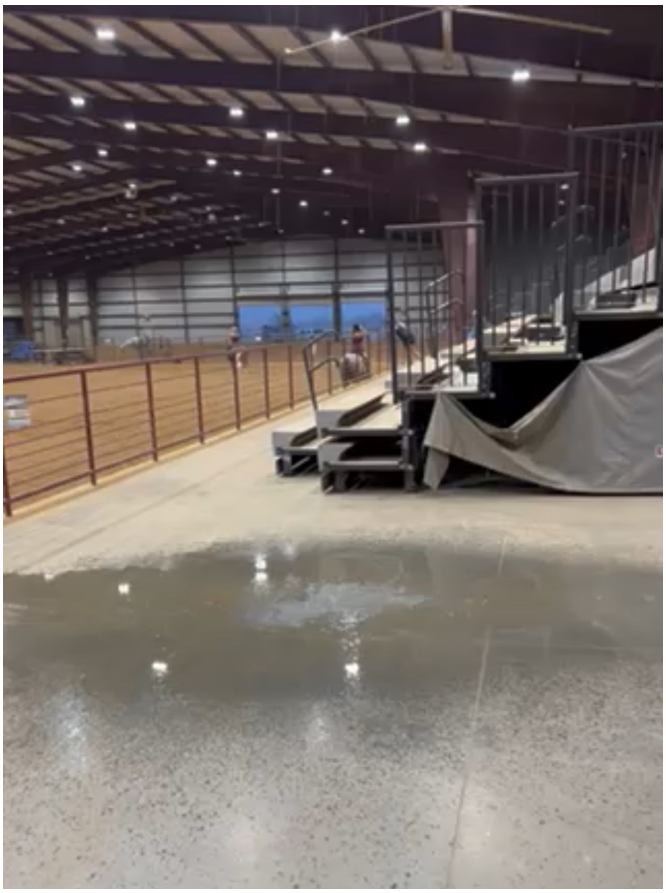
Community Grants
Project Cost Summary

Step 4: Funding Overview of Project			
MUST match the grant request information section of the application.			
This section provides an overview of the total project cost and funding breakdown of the project.			
Hard Costs of Project	$	600,000	
In-kind Contribution Value		-	
Total Project Cost	**$**	**600,000**	
$Cash$ Contributed by Organization	$	500,000	
In-kind Contribution Value		-	
Total Matching Contribution	**$**	**500,000**	83%
Total Matching Contribution	$	500,000	83%
LCRA Commmunity Grant Request		**100,000**	17%
Total Project Cost	$	600,000	

DRIPPING SPRINGS
Texas
Open spaces, friendly faces.

Leaking in our Vendor Hall ↑



Leaking in our Main Arena in front of bleacher landing ↑

Leaking in our Small Event Room ↓

Leaking in our Vendor Hall during a skateboarding camp ↓

DRIPPING SPRINGS
Texas
Open spaces, friendly faces.

Leaking in our Livestock Barn ↑
Leaking in our Main Arena Bleacher Landing ↓

Leaking in our Maintenance Shop Zone ↑
Leaking in our Livestock Barn ↓

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Texas
Open spaces, friendly faces.

Leaking in Main Event Room has damaged sound blankets and other equipment

During the Texas Junior Roller Derby New Year Revolution Tournament, Dripping Springs Ranch Park staff utilized tarps and buckets to reroute water off of their track to keep players safe and allow the event to continue forward

Leaking in our Main Event Room shown with water running down the walls

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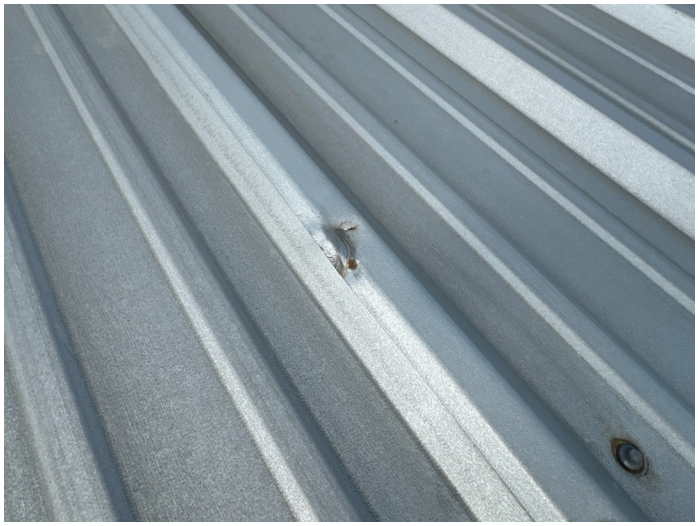
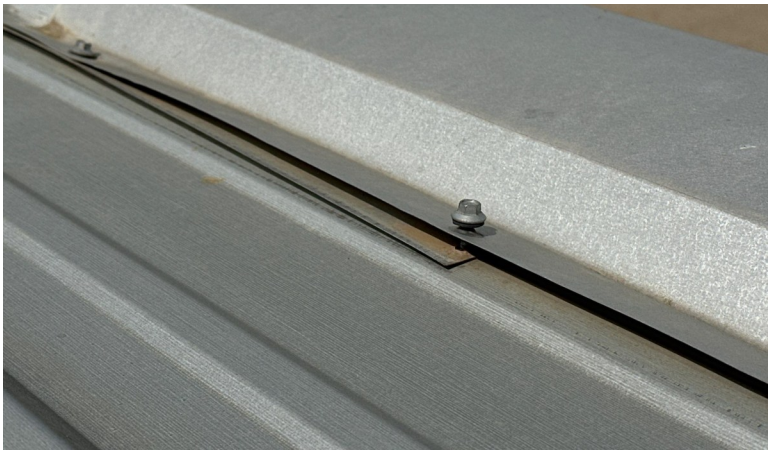
Texas
Open spaces, friendly faces.





Photos taken April 2025 of current roof damage and leak points

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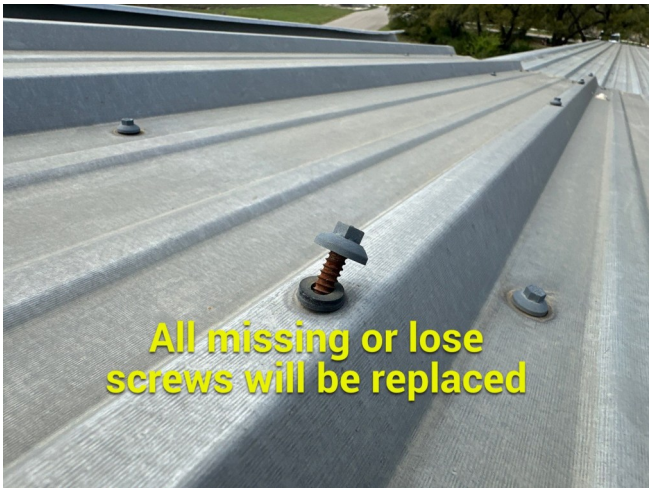
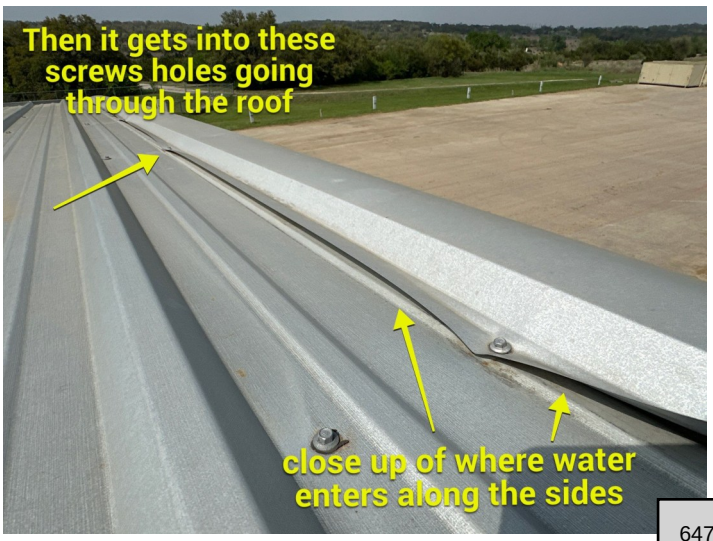
Texas
Open spaces, friendly faces.





DRIPPING SPRINGS
Texas

July 30, 2025

Community Grants Review Committee
Lower Colorado River Authority
3700 Lake Austin Blvd.
Austin, TX 78703

Re: Application to Community Grants Program for Dripping Springs Ranch Park Event Center Roof Repairs and Improvements

Dear Community Grants Review Committee:

The City of Dripping Springs is happy to submit a grant application to the Lower Colorado River Authority's Community Grants Program. We are requesting funding to repair and improve the roof of the Dripping Springs Ranch Park Event Center, located at 1042 Event Center Drive.

The Event Center is a multi-use facility that serves as a community center, evacuation center, polling location, and equestrian/livestock center. It hosts all kinds of meetings, banquets, festivals, and other events. The City uses it for recreational programs and events that serve all facets of the community, and many governmental and nonprofit organizations hold meetings and trainings at the Event Center.

Currently, roof leaks and extreme indoor temperatures restrict access to essential areas of the building, particularly in the summer and inclement weather. This interferes with programs and events, restricts rentals, and negatively impacts the visitor experience.

The project is essential to ensuring the long-term usability and safety of the building and will benefit the community in many ways. Roof repairs, substituting aged skylights with metal sheeting, and installing a reflective elastomeric coating will make the building safer, and more functional, comfortable, and energy-efficient year-round. Additionally, the project improves the facility's reliability and attractiveness to the public and private enterprises. This will result in increased rentals, programs, and events, enhanced emergency preparedness, and reduced long-term utility and maintenance expenses.

Thank you for the generous contributions LCRA has made to our City and various nonprofit organizations in Central Texas throughout the years. LCRA has truly made a difference in our quality of life in the region.

As mayor of the City of Dripping Springs, I wholeheartedly support the City's effort in acquiring this grant. We appreciate your consideration.

Sincerely,

Bill Foulds Jr

Bill Foulds, Jr., Mayor

NORTH HAYS COUNTY FIRE RESCUE
400 Sportsplex
Dripping Springs, TX 78620
512-894-0704 Office - 512-894-0705 Fax
www.northhaysfire.com

July 29, 2025

Michelle Fischer
City Administrator
City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

Re: City of Dripping Springs Ranch Park Event Center LCRA CDPP Grant Request

Dear Ms. Fischer,

Thank you for the opportunity to convey my support for essential structural improvements at the Event Center. As a shared multi-use facility that serves as a community center, evacuation center, polling location, and equestrian/livestock center, this property stands at the heart of Dripping Springs where our community comes together.

My organization protects the northern one-third of Hays County, and I want to focus on the importance this facility serves in protection of our citizens during disaster events. The Event Center serves as the primary evacuation center for a large area in and around Dripping Springs, Driftwood and Henly. All areas served by the Event Center are in the heart of the Wildland Urban Interface (WUI) as well as within "Flash Flood Alley." Simply put, this means that our community is highly susceptible to wildfires and flash flood emergencies. During these situations, having a safe place for community members, their pets, and livestock to seek immediate shelter and care is essential to public trust and exemplifies the City's commitment to disaster preparedness. The 24/7 availability of this facility supports our mission by reducing evacuee stress and panic, allowing our first responders to focus on critical operations.

The roof repair and insulation project are essential to ensuring the long-term usability and overall safety of the building. There are numerous other tangible and quantifiable benefits of this improvement project including reduced energy costs, protecting the structure from weather damage, and improving the overall comfort and functionality of the space.

As the Fire Chief, I support your decision to move forward this important grant request.

Sincerely,

Scott Collard
Fire Chief

Hays County
Office of Emergency Services

To Whom it may concern,

I am the Director of Emergency Services for Hays County, TX which includes Emergency Management, Fire Marshal Branch, Hazmat and Community Emergency Response Team (CERT). Additionally, we have a Public Health Preparedness Coordinator who liaises with our office and the health department.

Dripping Springs Ranch Park (DSRP) has been a partner of ours since its opening. This partnership has included hosting preparedness events for residents, collaboration meetings, exercises for mass prophylaxis, community response (all hazards) and public outreach events. DSRP is our regional large animal shelter location for wildfires, hurricanes and any other hazard which would require large and small animal sheltering. We have used DSRP several times in the last 10 years for many of the previously mentioned events. We also used DSRP for a location of safe refuge for residents during wildfires and freezes.

The roof repair and insulation project will ensure the long-term use and safety of the building for the occupants and organizations who rely on it year-round. Subsequently this project will have a positive impact on reduced energy costs, and protection from weather while improving the overall comfort and functionality of the space. I humbly ask you consider awarding this grant to DSRP.

Respectfully,

Mike

Mike Jones
Director
Hays County Office of Emergency Services
810 S. Stagecoach Trail Ste. 1200, San Marcos, TX 78666
512.393.5538 W
512.618.0302 C

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Dr. Holly Morris-Kuentz, Superintendent

July 28, 2025

Michelle Fischer
City Administrator
City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

Re: City of Dripping Springs Application for Funding from the Lower Colorado River Authority's Community Grant Program for the Dripping Springs Ranch Park Event Center

Dear Ms. Fischer:

Thank you for contacting our office to request support for the City of Dripping Springs' application to the Lower Colorado River Authority's Community Grant Program. Having seen the dramatic growth in the City of Dripping Springs with the Dripping Springs Ranch Park Event Center being the only large venue in the area, we are pleased to offer support.

I understand your proposed application is for addressing roofing needs for the Dripping Springs Ranch Park Event Center which serves the Dripping Springs area, all of Hays County, and beyond. This work is important to our school district and community to foster continued operations that are pivotal for so many community events. As a shared multi-use facility that serves as a community center, evacuation center, polling location, and equestrian/livestock center, the Dripping Springs Ranch Park Event Center supports not only school district operations at times, but also provides meaningful engagement in our community to serve our students and their families. The venue is unique in our area and also one of the few places to find recreational programs and youth events that provide great value across the region.

The roof repair and insulation project is essential to ensuring the long-term usability and safety of the building for the many individuals and groups who rely on it year-round. Proper insulation and a sound roof will help reduce energy costs, protect the structure from weather damage, and improve the overall comfort and functionality of the space.

I hope you will include our letter in your application to convey to the LCRA Community Grants Review Committee our support in the broader impact of your grant request and the value of the Dripping Springs Ranch Park Event Center to Dripping Springs ISD.

Sincerely yours,

Holly Morris-Kuentz
Superintendent

Terry Polk, President

Hays County Livestock Exposition

southwesterectors@gmail.com

512-844-9846

RE: Letter of Support for Dripping Springs Ranch Park Grant Application

LCRA Community Grants Review Committee,

As President of the Hays County Livestock Exposition, I am writing to express our organization's full support for Dripping Springs Ranch Park's funding request through the LCRA Community Development Partnership Program. The proposed project would be an immense benefit to the many individuals and organizations who rely on this valuable community asset.

Dripping Springs Ranch Park is a cornerstone of community in the City of Dripping Springs and Hays County. It has been the host for the Hays County Livestock Show, an annual event that encourages agricultural learning and advancement of our local youth through 4-H and FFA programs. An operational, accessible facility is a crucial aspect in making it possible for us to organize a safe, accessible, and well-structured exposition for hundreds of youth and families.

Roofing deteriorations and leaks are present throughout the facility and impact Hays County Livestock Show (HCLS). Our show office during HCLS is in the Main Event Room of the facility and important documents and computers are at risk of damage due to significant leaking in this space. The Home Skills portion of our show is showcased in the Small Event Room at Dripping Springs Ranch Park and puts youth photographs, baked goods, art installations, and other projects in jeopardy if the facility faces inclement weather. Roof leaks are also apparent in the Livestock Barn and Main Arena and impact the comfort of livestock, their youth handlers, and families onsite. In summer months, heat extremes have begun to limit the usability of Dripping Springs Ranch Park. A repaired and sealed roof would not only extend the lifespan of the building but also create a healthier and more comfortable living environment for the livestock, volunteers, exhibitors, and spectators. This project would ensure that Dripping Springs Ranch Park continues to be a dependable location for our activities and a plethora of community events throughout the year.

We strongly support the City of Dripping Springs in pursuing this grant opportunity and respectfully request LCRA to favorably act on this desperately needed funding. The investment would have long-lasting impacts on our youth programs, local economy, and quality of life in our region.

Thank you for your time and for your continued commitment to investing in rural and growing communities.

Sincerely,

Terry Polk

President

Hays County Livestock Exposition

TEXAS BEEF INITIATIVE

July 28, 2025

Community Grants Review Committee
Lower Colorado River Authority (LCRA)
3700 Lake Austin Blvd.
Austin, TX 78703

Re: Letter of Support

To the LCRA Community Grants Review Committee,

On behalf of the Texas Beef Initiative (TBI), I am proud to offer our full support for the City of Dripping Springs' grant application to the Lower Colorado River Authority Community Grant Program. The proposed roof repairs at Dripping Springs Ranch Park represent a vital investment in the cultural, economic, and social fabric of the region.

As President and Co-Founder of TBI, a 501(c)(3) nonprofit organization, I am committed to building lasting partnerships that uplift rural communities and address food insecurity across Central Texas. Since 2020, TBI has provided over 450,000 beef-based meals to Texans in need – including youth, families, seniors, veterans, and individuals experiencing homelessness. Our services area spans over 20 counties across the state, and centers 80% of our donations in Central Texas, including Travis, Hays, Williamson, Blanco, Bastrop, Burnet, Caldwell, Kerr, and Lee counties.

Our partnership with Dripping Springs Ranch Park and the Dripping Springs Roping Club is central to our mission and vision. TBI organizes roping practices and competitions at the arena on a regular basis. These events are not only a critical source of revenue for our organization; they are also a cornerstone of our outreach, engaging families and donors while showcasing the community spirit and traditions that define Central Texas. Dripping Springs Ranch Park is more than just a facility – it is a living, breathing gathering space for youth development, heritage rodeo events, and nonprofit collaboration. Although the arena serves as a valuable multi-use facility, its usability is significantly reduced during the prolonged summer heat of Central Texas. This limits the frequency of events and community activities. Repairing the roof is critical to improving climate control and ensuring the space remains safe, functional, and accessible year-round for the many individuals and organizations that depend on it.

The Texas Beef Initiative strongly and enthusiastically supports the City of Dripping Springs in this effort. We urge the LCRA Community Grants Review Committee to invest in a project that will have a long-lasting and deeply meaningful impact on the region. Thank you for your thoughtful consideration.

Sincerely,

Noel McAlexander
President and Co-Founder
Texas Beef Initiative
e: noel@donatebeef.org

Texas Hill Country Barrel Racing Association
PO BOX 1380,
Dripping Springs, TX., 78620
7/28/2025

LCRA Community Grants Review Committee,

On behalf of the Texas Hill Country Barrel Racing Association (THCBRA), I am writing to express our strong support for the City of Dripping Springs' application to the Lower Colorado River Authority's (LCRA) Community Grant Program. The requested funding of $100,000 will help repair and insulate the roof of the Dripping Springs Ranch Park Event Center—an essential facility that serves not only the Dripping Springs area, but families and organizations across Hays County and beyond.

THCBRA serves families and youth from multiple counties through our barrel racing events and programming. The Dripping Springs Ranch Park Event Center has been a vital venue for our association. It provides a safe, well-maintained, and welcoming space for our events—many of which bring together riders of all ages, including children, teens, and young adults, along with their families.

Repairing and insulating the roof of the facility will be a major improvement for our participants and horses alike. The heat mitigation alone will greatly increase comfort during the hot months, but just as importantly, it will help regulate the temperature of the water pipes that run beneath the roof. Currently, the water becomes extremely hot in the summer, making it uncomfortable and even unsafe when hosing off horses or providing drinking water. Cooler, more manageable water will be a significant benefit for the well-being of both animals and riders.

The Dripping Springs Ranch Park Event Center is more than just an arena—it is a central hub for our equine community, youth programs, and regional events. Improvements like this ensure it remains safe, functional, and accessible for years to come.

We are proud to support this project and encourage LCRA's full consideration of this important funding request.

Sincerely,
Molly Azopardi
Vice President and Treasurer
Texas Hill Country Barrel Racing Association

LCRA Community Grant Review Committee
Lower Colorado River Authority

Dear LCRA Community Grant Review Committee,

I am writing to express my strong support for the City of Dripping Springs' grant application to the Lower Colorado River Authority's Community Grant Program, requesting funding to improve Dripping Springs Ranch Park with the addition of roof insulation.

In my roles as a Hays County 4-H leader, a board member and acting secretary of the Hays County Livestock Show Expo, and as a parent of youth livestock exhibitors, I have witnessed firsthand how essential this facility is to our community. Dripping Springs Ranch Park serves as a primary venue for the Hays County Livestock Show, which hosts over 400 exhibitors annually. It also accommodates prospect shows, 4-H and FFA project preparation events, board meetings, and regular meetings and practice rides for the Hays County 4-H Horse Program. In addition, the facility is enjoyed by local families through community events such as the annual Winter Wonderland.

The roof insulation project would significantly enhance the functionality, comfort, and sustainability of this facility. Improved insulation would lower energy consumption, resulting in cost savings and a reduced environmental impact. More importantly, it would make the space far more comfortable for the many youth, families, volunteers, and community members who spend long hours in the building, often during the extremes of Texas weather. Whether it's keeping exhibitors and animals warm during the winter stock shows or cooler during summer events, this upgrade is both practical and necessary.

As a leader who works closely with Hays County families involved in 4-H and FFA, I see this investment as an important step toward supporting youth development, agricultural education, and community engagement.

Thank you for your time and consideration of this vital project.

Sincerely,

Lee Ann Young

July 28, 2025

To: LCRA Community Grants Review Committee

Dear Committee Members,

I am a resident of Hays County who has been active with Dripping Springs Ranch Park & Event Center (DSRP) in multiple capacities over the past 16 years. I have had the distinct honor to have a "ringside seat" watching and participating in so many of the incredible benefits this facility has brought to not only our community, but to everyone in Central Texas. This generous LCRA Community Grant would be a tremendous help with our much-needed repairs on the roof of the complex and would benefit every individual, group, organization, non-profit, and entity that utilizes DSRP for their events, meetings, fund-raisers, and activities!

As a volunteer riding coach for the Hays County 4-H Horse Program for the past 10+ years, I have spent countless hours at DSRP teaching our Hays County youth at our free Monday Night Educational Rides during the school year. In addition, our 4-H Horse group also holds 3 youth horse shows each year utilizing the fabulous, covered arena – all these activities at no charge. We even have youth from surrounding counties who participate in our 4-H Horse Program. These 4-H events have such a positive impact on so many families and their horse-loving youth. With most surrounding counties unable to find a "home" for their horse programs, our Hays County 4-H Horse Program is thrilled to be able to welcome these kids from around Central Texas thanks to the generosity of DSRP.

In addition to volunteering with the 4-H Horse Program, I also manage and coordinate horse shows at DSRP. Our DSRP Riding Series holds 15 shows a year attracting riders, trainers, and fellow equine enthusiasts from across Texas. Our Dressage, Hunter/Jumper and Ranch Horse Shows are famous for being affordable shows that offer outstanding hospitality in a supportive show environment that welcomes all levels of riders and horses. The success of our shows is due in large part to the beautiful, covered arena and stalling area. Fixing the roof leaks will help us keep our existing long-time show competitors and continue to attract new riders. Specifically, the roof coating that can happen after repairs will be a huge help with heat mitigation throughout the complex, especially in the arena/stalling areas. In the past two years I've had to cancel summer shows due to high heat. The 10-to-20-degree improvement from the roof coating will take care of that problem and we can hold our summer shows. I've enjoyed managing these shows for over 10 years and as they continue to grow in popularity, the need for roof repairs is becoming more apparent. The DSRP staff has always gone above and beyond to keep this gorgeous facility clean and operational. The LCRA Community Grant would be an incredibly valuable contribution toward this large-budget expenditure.

Finally, as a resident of Dripping Springs/Driftwood and an active community member for 30 years, I have enjoyed so many different activities at DSRP - meetings, art shows, festivals, dinners, voting and more. I'm probably at DSRP at least 2 to 3 times a month for some event or activity! This facility is such a treasure and, as one of DSRP's biggest fans, I am so appreciative of your consideration in awarding this grant.

Thank you again,

Penny Reeves

Graymar Farm, 175 Darden Hill Road, Driftwood, TX 78619

512-296-1059 Penny.graymar@gmail.com

COLORADO RIVER LAND TRUST

LCRA Community Grants Review Committee
Lower Colorado River Authority

RE: Letter of Support for Dripping Springs Ranch Park Event Center Roof Repair and Insulation Project

Dear LCRA Community Grants Review Committee,

As the Development Director for Colorado River Land Trust, I've had the opportunity to engage deeply with the people and places that make the Hill Country and the greater Colorado River watershed so special. One of those places is the Dripping Springs Ranch Park Event Center - a space that continues to serve as the heartbeat of our community.

I'm writing to express my full support for the City of Dripping Springs' application to the LCRA Community Grant Program to fund critical roof repairs and insulation upgrades at this important facility.

The Event Center is more than just a venue - it's a multi-use gathering space that supports everything from youth programming and community festivals to equestrian events and emergency response efforts. I've seen firsthand how it brings people together and provides a reliable, flexible place for organizations to connect with the public.

The Event Center is the community hub for the region, and these necessary improvements will ensure it can continue to grow with the area and meet evolving needs. A well-insulated, structurally sound facility improves energy efficiency, mitigates extreme heat, and ensures long-term usability for a wide range of events and services.

As Dripping Springs and the entire Colorado River basin's population increases, we must be proactive in maintaining and improving spaces like this. To stay competitive, forward-thinking, and to continually meet the needs of a growing and diverse population, we need infrastructure that can adapt and endure. This project will ensure the Event Center remains safe, energy-efficient, and comfortable year-round, while also supporting community resilience and reducing operational costs.

The City's investment in this project demonstrates a strong commitment to long-term sustainability and public service, and I wholeheartedly support their effort to secure funding for this much-needed upgrade. The improvements to this facility will benefit residents, partner organizations, and the broader community for years to come.

Thank you for your consideration.

Sincerely,

Hope Boatright
Development Director
Colorado River Land Trust
hope.boatright@coloradoriverlandtrust.org

Dennis Baldwin
500 Shadywood Lane
Dripping Springs, TX 78620
July 29, 2025

Dear LCRA Community Grants Review Committee,

I'm writing this letter in support of a wonderful asset in our community, Dripping Springs Ranch Park. I am the Executive Director of Drip Skateboarding, a community focused non-profit that was established in 2014 to raise awareness for skateboarding in Dripping Springs. Through the efforts of countless individuals we were able to raise over $750,000, design, and build a skatepark in Founders Memorial Park. It took us almost a decade to pull off, but we did it! The park is formally named the Dorian Zev Kweller Memorial Skatepark and was donated to the City of DS in July of 2024.

Our vision has always been to grow the skateboarding community and give our youth (adults too!) a recreational outlet beyond traditional sports and activities. One of the major milestones of our advocacy efforts was established in April of 2018. We proposed to the city of DS a weekly skate night to be held at DSRP, and with unanimous support the weekly tradition began. Since its inception we have hosted over 300 skate night events in the Event Center. Every week we bring in obstacles on a trailer and create a makeshift skatepark for everyone to enjoy. Skaters of all ages and skill levels have been able to enjoy this event for the past seven years. To this day skate night lives on due to the generosity of the DSRP staff.

In addition to skate night our team works in collaboration with DS Parks & Community Services to offer spring, summer, and fall skate camps. Camps are hosted in the Event Center and allow us to work with kids from ages 5-15 to foster a love of skateboarding, overcome challenges, and find a sense of belonging.

On behalf of our organization and the hundreds of skaters in our community we are requesting that you consider DSRP as a grant recipient for the facility's roof improvement project. It will continue to provide a much needed space for our skateboarding initiative as well as so many other community programs.

I've shared just a few photos below of our programs at DSRP. Thank you for your time and consideration.

Sincerely,
Dennis Baldwin
www.dripsb.org
www.instagram.com/dripskateboarding

Skate Night and Skate Camps at DSRP

July 28, 2025

To whom it may concern,

As manager of the Dripping Springs Farmers Market, I am writing in support of the City's efforts to obtain a grant that will help them improve and maintain the Ranch Park facility.

Perhaps more than any other organization, DSFM relies on Ranch Park for its livelihood. For more than a year now, we've used Ranch Park's vendor hall to hold our weekly market, drawing 40-50 vendors each week and 20,000 customers each year. FY 2025 is our first full year at Ranch Park and is on track to surpass $1 million in total sales for the first time in its history, making the market a vital piece of the local economy and a necessary outlet for local farmers and ranchers as well as small producers.

Prior to the move, the market's vendors, regular visitors, and even its employees were against the move to Ranch Park, as it did not provide the traditional outdoor setting for most markets. But the economics tell the tale, and the location has clearly won everyone over. With ample parking, clean restrooms, and shade through hot summers, Ranch Park has proven to be of immense benefit for the market.

Renovating and restoring the roof will be of even further benefit. The addition of insulation and heat mitigation will help us better provide for the safety and comfort of visitors during extreme temperatures. In May, prior to our move to Ranch Park's air-conditioned main event room, we provided care to two customers who had heat-related incidents, and the temperatures hadn't even reached 90 degrees.

Additionally, the main source of litigation against supermarkets comes from slips and falls, and rainy days have us running to clean up drips from the ceiling. Removing that safety hazard would make us all feel a little safer.

Beyond the market, it is my hope that Ranch Park's ties to Dripping Springs' history and the vital role it continues to play in the City's development will make the facility a strong candidate for this grant.

Thank you,

Charles Reed
Farmers Market Manager
City of Dripping Springs Parks & Community Services

July 28,2025

To LCRA Community Grants Review Committee,

My name is Michael Carroll, I have been a member of this community for 30 years, and have always been involved in Agriculture/Livestock/Equine related activities and interests. My wife and I raised 3 kids in the Dripping Springs school district and they were very involved in 4-H and FFA from the time they were eligible, to the when they graduated high school. When we moved here, I owned a small business in Austin but for the past 20 years have managed a ranch in between Dripping Springs and Wimberley.

I have been a member of the Dripping Springs Ag Boosters since 1996. The Ag Boosters provide guidance to the kids involved in 4-H and FFA and support them in their efforts to prepare for county and statewide competitions with their livestock and ag projects and provide scholarships and awards at the Hays County Livestock Show and Sale.

I have also been a current board member of the Hays County Livestock Association who holds their yearly county wide Livestock Show and Sale at DSRP for the last 11 years. Dripping Springs Ranch Park evolved after my children graduated, but it was a vision of Mayor Todd Purcell's that we all worked for, believed in and gave our volunteer hours to support and make happen in our town. I have continued to be an active member and be involved with Dripping Springs Ranch Park by serving as a board member and various DSRP Committees.

Dripping Springs Ranch Park opened to the public in 2008, becoming a popular destination for horse riders, hikers, and those interested in wildlife viewing and other outdoor activities. It has become a thriving center for our town to have a place to enjoy all aspects of family, school and community organization's activities. The indoor arena hosts all aspects of horse shows, roping, rodeos, and barrel races. The facility also has the capacity for art shows, wine festivals, gun shows, craft shows and any genre of interest. Outside the building and parking area, the beautiful natural grounds have been restored, to hold it's beauty with ecologically formed trails that both hikers and horseback riders enjoy in a safe environment. The schools have also used the trails for their cross-country competitions. Dripping Springs Ranch Park is also the Hays County's Disaster Community Relief Center in the event of any occurrences.

Dripping Springs Ranch Park is a major asset to our community that operates 7 days and week during the entire year. All organizations, events, and programs mentioned above have lately been affected by the current roof damage and leaks. Banquets and trade shows in the Main Event Room and Vendor Hall are negatively impacted by the significant leaking that disrupts their event and damages goods. Livestock and Equestrian shows in the Main Arena face leaking throughout stall areas, arena footing, and bleacher areas that lead to disrupted show schedules and frustrated participants and families.

In addition to the leaking, the building faces extreme heat temperatures and is forced to cancel many activities or events throughout warmer months. For example, as a member of the Texas Beef Initiative Team Roping practice on Thursday evenings, the heat prevents us from utilizing the Main Indoor Arena. Dripping Springs Ranch Park is seeing major decline in bookings due to these interior temperatures and conditions. The proposed roof repairs and reflective coating in this project will be a substantial improvement to this facility. Not only will it target the leaking and temperature, but it will also improve the condition of the roof and increase the longevity on the roof of such a beloved community asset.

As a member of this community, I can't tell you what this Park has come to mean to our town, our county and surrounding towns. It is a place to gather and enjoy the great folks who live here and invite all people to come and enjoy a place of natural beauty, peaceful settings and fun when there is an event. The management of DSRP has only gotten better over the years and I can tell you they will continue to make it a successful Event Center.

Respectfully,

Michael L Carroll
Board Member DSRP

July 28, 2025

LCRA Community Grants Review Committee
P.O. Box 220
Austin, TX 78767

Dear LCRA Community Grants Review Committee:

I am writing in support of the City of Dripping Springs' application for a grant for funding to repair and insulate the Dripping Springs Ranch Park Event Center roof.

The mission of Destination Dripping Springs is to promote tourism and serve as ambassadors to connect visitors and guests to the community. We provide informative maps, literature and recommendations for visitors to ensure that they are getting the most out of their visit to Dripping Springs, Texas! As the Tourism Manager, it is my job to make sure that my staff is well versed on the things to do and places to see in Dripping Springs.

Dripping Springs Ranch Park, and more specifically the Event Center is one of the locations that we refer visitors to most often. Equestrian events, rodeos, arts and crafts fairs, expos, festivals and the weekly Farmers Market, all held in this facility, are some of the reasons that people come to Dripping Springs to visit and certainly enhance the visitor experience.

The large meeting rooms and areas for livestock make the DSRP Event Center the ideal location for agricultural meetings, educational seminars and conferences. Repairing and insulating the roof are essential for the staff to be able to promote the space as a viable location for these types of uses, and for all events in general.

The Dripping Springs Ranch Park Event Center is the largest indoor gathering space in our community. Without these repairs, the events in the facility will most likely not be able to continue, particularly during inclement weather. This will directly impact our residents, several nonprofit organizations and businesses, and our visitors. It is my hope that your committee approves this grant request.

Thank you for your consideration!

Sincerely,

Pam King
Tourism Manager
Destination Dripping Springs
pking@destinationdrippingsprings.com

512-858-9424

195 Roger Hanks Pkwy
Dripping Springs, Texas 78620

Walt Smith
Hays County Commissioner
Precinct 4

512.858.7268
walt.smith@hayscountytx.gov

LCRA Community Grants Review Committee

Lower Colorado River Authority

Honorable Members of the Review Committee,

I am writing in strong support of the City of Dripping Springs' application to the Lower Colorado River Authority's Community Grant Program for funding to support roof repair and insulation improvements at the Dripping Springs Ranch Park Event Center.

This facility plays a vital role not only in Dripping Springs but throughout Hays County. As a multi-use community center, emergency shelter, polling site, and event venue, it consistently serves a wide range of civic, recreational, and emergency preparedness needs. In recent history DS Ranch Park has served an important role in disaster response and recovery. For an example, as Winter Storm Uri wrecked havoc across our county, the Ranch Park served as a disaster shelter, housing for animals, emergency shelter and then became the reception area for millions of cubic yards of debris. It also regularly hosts county-wide events, trainings, and youth programs, making it a valuable regional asset.

The proposed roof and insulation upgrades are a necessary investment to preserve the long-term functionality, safety, and cost-efficiency of the facility. Improvements to the roof structure will reduce maintenance costs and weather-related damage, while added insulation will enhance energy efficiency and user comfort. These upgrades will help ensure that taxpayer-funded investments by the citizens of both Hays County and the City of Dripping Springs are protected and continue to serve residents for years to come.

I commend the City of Dripping Springs for proactively seeking grant funding to support this project and reduce the financial burden on local taxpayers. This type of collaboration and forward-thinking investment benefits not only municipal residents but also our greater county community. I encourage your full consideration of this grant application and appreciate the opportunity to voice my support.

Sincerely,

Walt Smith, Hays County Commissioner Precinct 4

DRIPPING SPRINGS
Texas

Key Staff:

Michelle Fischer, City Administrator
Ginger Faught, Deputy City Administrator
Shawn Cox Deputy, City Administrator
Laura Mueller, City Attorney
Andrew Binz, Parks & Community Services Director
Emily Nelson, Parks & Community Services Assistant Director
Lily Sellers, Dripping Springs Ranch Park Manager
Patrick Baglietto, Park Maintenance Manager

Governing Bodies:

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

Parks & Recreation Commission Members:
Paul Fushille, Chair
Kristy Caldwell, Vice Chair
Hope Boatright
Olivia Barnard
Tyson Joe
Taylor Houston
Taylor Lengel
Bryant Scheppler

Dripping Springs Ranch Park Board of Directors:
Todd Purcell, Chair
Terry Polk, Vice Chair
Pam Owens, Secretary
Kathy Boydston
Mike Carroll
Sean Casey
Penny Reeves

City of Dripping Springs, TX

Balance Sheet
Account Summary
As Of 07/30/2025

Account	Name	Balance
Fund: 100 - General Fund		
Assets		
100-000-10108	Home Depot	-1,450.00
100-000-10113	Skye Headwaters	2,937.47
100-000-10114	Whim	-388.61
100-000-10117	Roger Hanks Parkway	250.00
100-000-10119	Signal Hill	-258.50
100-000-10130	Belterra	192.50
100-000-10132	Hays Co Mud4	0.00
100-000-10133	HEB	2,821.40
100-000-10140	Roadrunners	187.50
100-000-10147	7 eleven	865.00
100-000-10164	301 Brookside LLC	81.90
100-000-10186	Highpointe	37.50
100-000-10187	Spring Bluffs D	0.00
100-000-10192	DS Professional Center	134.85
100-000-10212	Harrison Hills Business park	412.50
100-000-10217	DSISD	9,731.11
100-000-10219	Driftwood Subdivision	4,661.89
100-000-10226	RR 12 Bar Stokes	0.00
100-000-10231	430 Old Fitzhugh	207.04
100-000-10247	Blue Blazes	0.00
100-000-10248	ESD #6	4,663.75
100-000-10258	Sawyer Ranch	8,856.59
100-000-10264	Reunion ranch	-4,450.88
100-000-10267	Springs Lane Business Center	0.00
100-000-10284	Rutherford Ranch NH Inv	24,411.13
100-000-10295	Anarene - Double L	93,731.67
100-000-10300	Checking-PNR	5,898,775.57
100-000-10303	Sawyer 33	1,412.50
100-000-10312	Crooked Oaks	750.00
100-000-10324	Butler Ranch	37.50
100-000-10325	Treaty Oak Distillery	487.50
100-000-10340	Scenic Greens Westwood	620.00
100-000-10344	310 Old Fitzhugh	187.50
100-000-10352	Rippy Supply	437.50
100-000-10364	Belterra Commercial	3,406.25
100-000-10369	Marriott	567.50
100-000-10385	Anthem	0.00
100-000-10387	Bunker Ranch	26,717.82
100-000-10388	Sky Bridge	1,760.00
100-000-10390	28708 RR12 Gas Station	-48.00
100-000-10393	Esperanza	11,199.20
100-000-10406	Renfro	0.00
100-000-10407	Hampton Inn	0.00
100-000-10411	391 Sportsplex	179.18
100-000-10415	Vista Brewery	37.50
100-000-10416	Pig Pen	125.00
100-000-10417	Burba Tract	1,129.56
100-000-10419	Centex Truck	2,216.59
100-000-10426	Springs at Barton Creek	5,226.75
100-000-10429	Driftwood 522	580.00
100-000-10432	Mark Black Wedding Venue	1,762.50
100-000-10433	DS Vision	0.00
100-000-10434	Le Muse	0.00

Balance Sheet **As Of 0**

Account	Name	Balance
100-000-10436	Flying Fish	825.00
100-000-10438	San Luis Spirits	0.00
100-000-10439	Blushing Belle	0.00
100-000-10500	New Home Church	0.00
100-000-10501	DS Home Church	0.00
100-000-10503	Acopon Brewing	440.68
100-000-10506	Cortaro Subdivision	493.42
100-000-10507	Western Springs Apts	0.00
100-000-10509	700 OFR	0.00
100-000-10512	Windmill Center	0.00
100-000-10513	Premier Dance	75.00
100-000-10514	Hidden Oaks 1459 b2	2,013.25
100-000-10515	JWLP Lot 6	2,785.00
100-000-10516	Garage Sports Bar	0.00
100-000-10521	611 Butler Ranch Rd. Rill Sub	1,668.00
100-000-10525	VFW Land	82.50
100-000-10528	Darden Hill Storage	0.00
100-000-10536	Charro Vista	150.00
100-000-10537	Ridge at Headwaters	0.00
100-000-10541	Quick Trip c	18,496.70
100-000-10547	628 Dayridge	0.00
100-000-10554	Big Sky	17,178.02
100-000-10558	Ghost Hill Ranch Subdivision	450.00
100-000-10560	Studios 12	1,130.00
100-000-10562	Armadillo South	300.00
100-000-10566	Ledgestone Commercial	3,155.50
100-000-10569	Headwater Apt	262.50
100-000-10574	Native Waterscapes	0.00
100-000-10580	Sherwin Williams	0.00
100-000-10584	Driftwood Golf Course	2,695.96
100-000-10590	Shaved Ice Sno Cones	27.00
100-000-10594	AAA	6,251.66
100-000-10600	Petty Cash	75.00
100-000-10601	221 Ramirez Lane	496.68
100-000-10603	400 OFR	500.00
100-000-10608	Belterra Multifamily	1,407.50
100-000-10609	Reseve at Springwood	0.00
100-000-10616	Dog N Bone	621.79
100-000-10618	Stardust Lodge	787.50
100-000-10619	TX Regional Bank	0.00
100-000-10620	Arrowhead Subdivision	0.00
100-000-10622	171 Spring Lane	0.00
100-000-10628	251 Baird Lane	0.00
100-000-10635	atx mafia	375.00
100-000-10639	Forbes	1,618.50
100-000-10640	Trailhead Center	408.68
100-000-10642	501 OFR Sidecar	2,113.60
100-000-10646	Hidden Oaks Subdivision	1,692.71
100-000-10647	Springlake Lot 35 RR 12 Bar	0.00
100-000-10650	Howard Commerical	2,668.24
100-000-10653	The Grotto	37.50
100-000-10656	Doherty Subdivision	75.00
100-000-10658	100 North Canyonwood	37.50
100-000-10659	Cannon Commercial	10,665.82
100-000-10661	Sawyer Ranch Commercial	14,316.48
100-000-10662	Lot 103 Springlake	0.00
100-000-10670	Circle K Sawyer Ranch	402.93
100-000-10672	Scotto Voce	0.00
100-000-10677	Ghost Note Brewing	0.00
100-000-10679	DSWSC Triangle Fill Station	262.50
100-000-10680	Jasons Deli	675.00

Balance Sheet **As Of 0**

Account	Name	Balance
100-000-10682	Macdonald Acres	0.00
100-000-10683	Storserv	465.00
100-000-10687	27110 rr12 cobb	6,499.88
100-000-10688	Campbell Addition	0.00
100-000-10695	PDD11 Terrys Mobile Home	23,964.10
100-000-10696	Hays Street Subdivision - 102 S. Bluff	7,036.72
100-000-10698	Coffman Real Estate	270.00
100-000-10699	Hart lane homes	0.00
100-000-10700	Jiffy Lube	1,537.50
100-000-10707	Headwaters Da	3,194.76
100-000-10708	Firestone	305.00
100-000-10709	Hamburger Hill	1,227.50
100-000-10710	Reds Detail	0.00
100-000-10711	Tank Town Mini Golf	300.00
100-000-10712	Driftwood Creek	26,475.00
100-000-10713	Driftwood Discovery	1,762.50
100-000-10714	Grawlix	0.00
100-000-10715	Supreme Food Court	1,962.66
100-000-10716	Ooh La Boudoir	112.62
100-000-10717	Hill County Senior Care	711.10
100-000-10718	Lavender Spirngs	-150.00
100-000-10719	Spring Bluff Offices	75.00
100-000-10721	Headwaters Professional Office	2,811.25
100-000-10722	L&L Automotive	0.00
100-000-10723	Schoeder Vet	0.00
100-000-10725	Rippy Hay	287.50
100-000-10800	Austn Equine	0.00
100-000-10801	249 sportsplex offices	497.50
100-000-10802	Arrowhead Amenity Center	0.00
100-000-10803	Headwaters MultiFamily	368.50
100-000-10805	Penn Subdivison	0.00
100-000-10806	DS Shell 290 Sportsplex	548.85
100-000-10807	Velocit Credit Union	0.00
100-000-10808	171 Spring Lane	0.00
100-000-10810	Ashton Woods	12,959.75
100-000-10811	Grease Monkey	150.00
100-000-10813	Polo Club Pond	412.50
100-000-10814	603 W US290	0.00
100-000-10815	421 Sportsplex	825.00
100-000-10817	12 south	675.00
100-000-10818	JWLP Replat Lot 2A	825.00
100-000-10819	Polo Business Park	600.00
100-000-10820	Rapid Express Car Wash	1,055.00
100-000-10821	Heritage Subdivision	70,958.54
100-000-10822	Parten Ranch	10,476.53
100-000-10823	540 Goodnight	262.50
100-000-10824	Haydon Rezoning	2,281.50
100-000-10825	Bykowski2020 008	420.00
100-000-10826	Headwaters Residential	23,570.19
100-000-10827	Belterra Bldg X2	452.50
100-000-10828	519 OFR - Young Child Academy	2,634.78
100-000-10829	Jackson Lighting	2,913.00
100-000-10830	VMII	853.16
100-000-10832	Bannockburn Church	1,869.68
100-000-10833	766 OFR	150.00
100-000-10834	DS Carwash	37.50
100-000-10835	603W US 290	37.50
100-000-10836	693 Blue Ridge	302.65
100-000-10837	101 Woods Loop	277.65
100-000-10839	102 Rose Drive	1,675.21
100-000-10840	MCLEAN	3,924.18

Balance Sheet **As Of 0**

Account	Name	Balance
100-000-10841	500 Butler Ranch	412.50
100-000-10842	Steinbach - 16670 Goldenwood	412.50
100-000-10843	Cowboy Church 207 Darden	1,978.25
100-000-10845	DSRV Resort	1,291.50
100-000-10846	Rancho Bella Lot 2	337.50
100-000-10847	1041 Hidden Hills Dr.	0.00
100-000-10848	ATX Drainage - 13400 Nutty	75.00
100-000-10849	Arrowhead Ranch	2,296.50
100-000-10851	Polo Club Tennis Court	0.00
100-000-10854	943 Hazy Hills Loop	75.00
100-000-10855	Tractor Supply - Lot 2 Replat	445.61
100-000-10857	210 Creek Road	4,864.21
100-000-10858	Pollard 2303 w hwy 290	-1,286.71
100-000-10859	Fieldstone	187.50
100-000-10860	Florio Tract	125.00
100-000-10861	Belterra Active Adult	1,907.62
100-000-10862	Cannon Ranch	24,604.87
100-000-10863	264 S. College	500.00
100-000-10864	Swift Sessions	945.00
100-000-10865	Westwood	0.00
100-000-10866	Las Maderas	629.18
100-000-10867	RR12- E Mercer Car Wash	0.00
100-000-10868	28513 RR12 Vlaskovitz	339.45
100-000-10872	Weippert - 499 Hays	375.00
100-000-10874	Springlake Replat	150.00
100-000-10875	Roger Hanks Park - New Growth	29,612.73
100-000-10876	Creek Road Villas	262.50
100-000-10877	Pet Paradise	895.50
100-000-10879	Bell Springs Business Park Ph 3	1,284.00
100-000-10880	Blue Ridge Business Park	3,375.25
100-000-10881	Sawyer Ranch 1340 Conversion	112.50
100-000-10882	Sunset Canyon	112.50
100-000-10883	Glass Industrial Park	300.00
100-000-10884	West Divide - 615 Spanish Oak Trai	75.00
100-000-10885	740 Sports Park	225.00
100-000-10886	709 Business Park Subdivision	75.00
100-000-10887	Cannon Tract - Pulte (East)	18,604.65
100-000-10888	Turcote Butchers	75.00
100-000-10889	110 Hart Lane Replat	0.00
100-000-10890	Dripping Springs C-Store - Arrowhead	16,420.52
100-000-10891	Hays CISD Bus Barn	0.00
100-000-10892	Daisy Acres - 100 Daisy Lane	1,987.50
100-000-10893	1300 Woods Loop	75.00
100-000-10894	Pinion Trail Plat	75.00
100-000-10895	Driftwood Storage	302.50
100-000-10896	DS Pharmacy	125.00
100-000-10897	910 Creek Rd	921.68
100-000-10898	427 Creek Rd	448.20
100-000-10899	Hardy T Land	1,192.29
100-000-10901	Pound House	518.51
100-000-10902	400 Hays St.	312.50
100-000-10903	P. Terry's Burger Stand	1,632.50
100-000-10904	RR 12 Commercial Kitchen	910.95
100-000-10905	Jovie @ Belterra	5,180.00
100-000-10906	Village Grove	39,775.03
100-000-10907	Mokhtarian Project	21,429.87
100-000-10910	430 Goodnight Trail	118.20
100-000-10911	231 Haydon Ln	562.50
100-000-10912	241 Frog Pond - Office 49	525.00
100-000-10913	Dreamland	4,965.00
100-000-10914	Grand Prairie - Lot 1 Replat	337.50

Balance Sheet **As Of 0**

Account	Name	Balance
100-000-10915	Hays Co. WCID No. 2 - Belterra Trail Exten	150.00
100-000-10916	North Forty Sec 2, Blk C	153.26
100-000-10917	Uriegas Old Fitzhugh	0.00
100-000-10918	340 Bluff Street	585.24
100-000-10919	Zoe Life Center	125.00
100-000-10920	26700 Ranch Road 12	125.21
100-000-10921	106 Bonnie Rd.	111.19
100-000-10922	767 Bunker Ranch	167.29
100-000-10923	505 OFR	1,187.50
100-000-10924	Popeye's	4,859.50
100-000-10925	Belterra Mighty Fine	435.00
100-000-10926	127 Gray Fox	262.50
100-000-10927	Hanelius	911.40
100-000-10928	4400 US290	1,875.00
100-000-10929	5307 Bell Springs - Wenty's Wine Bar	0.00
100-000-10930	Ariza	5,512.50
100-000-10931	Ladera, Lot 2	558.85
100-000-10932	410 Hazy Hills - Kim Pool	127.55
100-000-10933	Panda Express	2,885.00
100-000-10934	H Tea O	2,812.50
100-000-10935	101 Bob White Cove	486.19
100-000-10936	Vitolich Plaza	523.69
100-000-10938	1055 Kibo Ridge	125.00
100-000-10939	749 Cattle Trail	225.00
100-000-10940	Julep Commercial Park	4,687.50
100-000-10941	Dripping Springs Southern Land - Silver Cr	4,206.25
100-000-10942	Tiger Lane Subdivision	3,438.30
100-000-10943	Carter Tract	75.00
100-000-10944	435 Hays	193.07
100-000-10945	Oakwood Market	3,146.49
100-000-10946	DS Flex	1,637.50
100-000-10947	Lot 2 - Driftwood 967	665.93
100-000-10948	Dripping Springs Community Library	793.20
100-000-10949	Over Yonder Nature School	825.00
100-000-10950	Onion Creek Bend	225.00
100-000-10951	Ranchland Building - 100 US 290	1,187.50
100-000-10952	BR Subdivision - 26918 RR 12	2,625.00
100-000-10953	Dripping Springs Storage Ph 2 - 14001 W l	1,650.00
100-000-10954	Roxie's - 299 Mercer St	5,644.36
100-000-10955	OroBianco	245.48
100-000-10956	Horse Trail Homes	112.50
100-000-10957	Burke Subdivision	525.00
100-000-10958	Canyonwood Ridge	375.00
100-000-10959	Christian Brothers Auto	2,887.50
100-000-10960	Ellington Estates	450.00
100-000-10961	Lookout Apartments	1,387.50
100-000-10962	Merigian Studios	1,500.00
100-000-10963	Suds Brothers Car Wash	10,360.46
100-000-10964	7-Brew Coffee	172.50
100-000-10965	CAK Capital Office Building	2,560.00
100-000-10966	215 Old Fitzhugh - Crumley	994.93
100-000-10967	4300 E US 290	287.89
100-000-10968	112 S Bluff Street	132.12
100-000-10969	Sugaring NYC TFO - 165 Hargraves	55.00
100-000-10970	DS Urgent Care	1,215.00
100-000-10971	Child First - 1005 W Hwy 290	117.50
100-000-10972	29035 RR 12	507.50
100-000-10973	Dutch Bros. Coffee	3,455.00
100-000-10974	DS Vet Clinic	3,190.00
100-000-10975	Gateway Village	6,750.00
100-000-10976	Flores	55.00

Account	Name	Balance
100-000-10978	Gatlin Creek Dentistry	55.00
100-000-10979	Needham Estate	266.36
100-000-10980	Springlake - Lot 57	116.36
100-000-10981	Chipotle	165.00
100-000-10982	Amazing Explorers Academy	622.50
100-000-10983	Paloma Dining & Entertainment	1,073.40
100-000-10984	Burlebo	825.00
100-000-10985	North Hays County ESD #1	2,887.50
100-000-10986	1320 Hwy 290	490.00
100-000-10987	Ruby Ranch (500 & 520 Matzig Cove)	574.24
100-000-10988	Heerema Pool House (147 Katie Dr.)	124.24
100-000-10989	Caliterra Ph 2 Sec 7 Lot 9 Block K	124.24
100-000-10990	304 Mercer	562.50
100-000-10991	121 Mercer - Nursery	75.00
100-000-10992	North 40 Sec 1,2,29 & 30	337.50
100-000-10993	Serenity Hills	712.50
100-000-10994	301 OFR	312.50
100-000-10995	St. Martin de Porres	2,544.89
100-000-10996	Trailhead Market Ltd.	62.50
100-000-10997	BR Dripping Springs	1,025.00
100-000-10998	Texas Med Clinic	165.00
100-000-10999	Dental Clinic - 13341 W. Hwy. 290	137.50
100-000-11001	296 Mercer	62.50
100-000-11002	Madelynn Estates	1,227.00
100-000-11003	216 S. Bluff St.	226.20
100-000-11004	206 Mercer St.	0.00
100-000-11005	10 Federal	2,662.50
100-000-11006	10 South	450.00
100-000-11008	3980 US 290 (Warehouse)	2,662.50
100-000-11010	Austin Ridge Bible Church	3,112.50
100-000-11011	Bush Ranch	75.00
100-000-11012	Sunset Canyon Storage	2,625.00
100-000-11014	Fitzhugh Corners	5,775.00
100-000-11018	The Shire	187.50
100-000-11019	Silver Creek Hotel	2,850.00
100-000-11023	Trailhead Market	1,120.00
100-000-11024	WT Chapman	300.00
100-000-11025	197 Evelyn Ct.	150.00
100-000-11026	Arrowhead Commercial	1,275.00
100-000-11030	Penn Tract PDD	13,873.32
100-000-11031	Forestar Pump and Haul	0.00
100-000-11032	Springlake Lot 57	225.00
100-000-11034	Creek Rd Horse Farm	825.00
100-000-11035	Graveyard Cellars	2,475.00
100-000-11036	Deep Eddy	150.00
100-000-11038	Skylight Hills	1,987.50
100-000-11039	Slice Street Pizza	110.00
100-000-11040	The Prep of Headwaters	55.00
100-000-11041	161 Cortaro Drive	1,920.00
100-000-11043	Next Level Urgent Care	110.00
100-000-11044	Playa Bowls - 12400 Hwy 290, Bldg. 5	55.00
100-000-11045	102 Brookside St	280.08
100-000-11046	Edward Jones - 14101 Hwy 290	27.50
100-000-11047	The Learning Experience - 12400 Hwy 290	660.00
100-000-11049	Thriving Springs - 400 Hwy 290	55.00
100-000-11051	3975 East US 290	440.00
100-000-11053	575 OFR	574.64
100-000-11059	Sanctuary Subdivision	5,325.00
100-000-11064	Ledgestone Daycare	900.00
100-000-11065	Driftwood Falls Estates	450.00
100-000-11066	Breed Hill	0.00

Account	Name	Balance
100-000-11067	Auto Zone	1,876.25
100-000-11068	315 Holton Dr	385.00
100-000-11069	Shipley Do-Nuts - 13341 W US 290	82.50
100-000-11070	UG Boat & RV Storage	401.25
100-000-11071	Pear Tree Commercial	3,005.00
100-000-11072	Verticle Bridge - 27320 RR 12	234.90
100-000-11073	Meaty Boys	239.92
100-000-11074	Blue Creek (Lots 16 & 17) - 500 Blue Creek	412.50
100-000-11076	Maddox Ranch	225.00
100-000-11077	Real Life Church	225.00
100-000-11078	Richford Subdivision	562.50
100-000-11079	Patriot Erectors	1,687.50
100-000-11080	5285 Bell Springs	4,012.50
100-000-11081	UG Storage	3,450.00
100-000-11082	370 Brady Pass	0.00
100-000-11083	Citgo - W Hwy 290	990.00
100-000-11084	Chic-fil-A - 165 Hargrave	2,720.00
100-000-11085	Short Mama's Bistro - 101 College	3,273.20
100-000-11086	Thai-To Go 301 W US 290	537.45
100-000-11087	251 Old Fitzhugh	665.60
100-000-11088	253 Darley Oak Drive	110.00
100-000-11089	Diesel Island - 1301 W 290	275.00
100-000-11090	Frost Bank - 13341 W 290	495.00
100-000-11091	Lucy Hanks Properties - 27900 Ranch Road	220.00
100-000-11092	Valero - 200 US 290	550.00
100-000-11093	ZSquare Gas Station - 13210 US 290	55.00
100-000-11094	The Local	2,240.00
100-000-11095	707 W HWY 290 #C	55.00
100-000-11096	Wells Fargo - 12400 E HWY 290	550.00
100-000-11097	Lazare Properties	2,405.00
100-000-11098	DS Food Mart - 601 W 290	82.50
100-000-11099	101 San Marcos	1,054.80
100-000-11100	100 Old Fitzhugh Road	324.80
100-000-11101	109 Bonnie Dr	505.98
100-000-11102	28485 Ranch Road 12	55.00
100-000-11103	Schneider Tract Annexation	380.00
100-000-11104	Lost Lizard	900.00
100-000-11105	Morganville Subdivision	262.50
100-000-11106	Settlers Point	187.50
100-000-11107	VB Dripping Springs (Verticle Bridge)	2,025.00
100-000-11108	Ewald Kubota	2,217.50
100-000-11110	Reserve forCapital Improvement	1,354,414.58
100-000-11160	Regional Plan Transfer Acct	0.00
100-000-11170	Sports & Rec Transfer Acct.	0.00
100-000-11200	26228 Ranch Road 12	357.50
100-000-11201	253 Mae Point	330.00
100-000-11202	Whataburger	330.00
100-000-11203	Genesius - Glamping	2,625.00
100-000-11204	Lunaroya Subdivision	2,212.50
100-000-11205	Tellus Equipment	55.00
100-000-12100	Accounts Receivable	20,126.08
100-000-12906	Vehicles	334,995.65
100-000-14100	Property Tax Receivable	32,369.46
100-000-14150	Estimated Uncollected Taxes	-175.48
100-000-14160	Due From Agency Fund	0.00
100-000-14161	Due From DSRP Fund	920.66
100-000-14162	Due From DSFM Fund	79,596.83
100-000-14163	Due From WWU Fund	663,705.44
100-000-14164	Due From Landscape Fund	63,147.44
100-000-14165	Due From DSVB	156,659.38
100-000-14170	Sales Tax Receivable	282,411.76

Balance Sheet **As Of 0**

Account	Name	Balance	
100-000-14400	Prepaid Expenses	0.00	
100-000-14950	Deferred Outflows	28,321.00	
100-000-15001	Office Equip, Furn, and Fixtur	5,332,076.24	
100-000-15501	Park Building/Pool	3,872,627.91	
100-000-15502	Tractor	29,867.00	
100-000-15551	Improvements	3,827,648.18	
100-000-15552	Infrastructure	713,866.00	
100-000-15553	City Hall Blgs.	1,008,252.00	
100-000-16954	City Hall Land	112.50	
100-000-16965	Park Land	2,142,297.67	
100-000-17501	Accum.Dep-Park Bldg/Pool	-4,136,337.55	
100-000-28001	Headwaters Freehold	-17,945.70	
100-000-28025	Headwaters Commercial	10,080.15	
100-000-28027	Cynosure Escrow	32,410.23	
100-000-28051	Heritage PID Escrow	2,941.00	
100-000-28574	Arrowhead Ranch Escrow	0.00	
100-000-28575	Caliterra	525.00	
100-000-28576	Anarene (double L)	0.00	
100-000-28577	Heritage PID - Series 2023	-3,957.00	
100-000-28578	Heritage PID - Series 2024	-22,017.93	
100-000-39001	2013 CO Bonds	0.00	
	Total Assets:	**22,633,117.44**	**22,633,117.44**
Liability			
100-000-10298	DS MOB Master Sign	0.00	
100-000-10665	1260 osprey	-400.00	
100-000-10720	belterra building x	75.00	
100-000-10869	Wells Fargo - 401 mercer	-765.00	
100-000-10870	Counts Estates Phase One	-121.20	
100-000-10871	451 oak springs dr	-232.64	
100-000-20100	Accounts Payable	246,275.98	
100-000-23200	Wages Payable	0.00	
100-000-23201	Payroll Correction	-1,074.10	
100-000-23401	Employee Fica Payable	-10,155.17	
100-000-23410	Employee Med Payable	-19,814.70	
100-000-23501	Employer Fica Payable	114,652.71	
100-000-23510	Employer Med Payable	7,502.27	
100-000-23700	Suta Payable	99,513.11	
100-000-23701	Garnishment	1,107.60	
100-000-23800	Employee Benefits Payable	802,023.94	
100-000-23803	Mission Square	1,002.00	
100-000-23815	Texas Life Insurance	456.79	
100-000-23900	FIT Payable	-28,008.82	
100-000-24000	Due To/From - General Funds	1,946,122.83	
100-000-24100	Employee Benefits Payable	114,266.41	
100-000-27101	Deferred Revenue	70,113.29	
100-000-27110	Tractor loan payable	0.00	
100-000-27901	2013 CO Bonds	785,280.00	
100-000-27902	Net Pension liability	121,561.00	
100-000-27903	Net OPeb liability	16,495.00	
100-000-28022	Oryx-Merritt Communitties	-7,749.89	
100-000-28301	TX DOT ESCROW- Arrowhead	38,550.00	
100-000-28302	Founders RidgLinwood- Glosson	0.00	
100-000-28303	Keller Williams Walker Springs	0.00	
100-000-28304	Cynosure Escrow	-5,679.00	
100-000-28305	Sidewalk Fund	16,056.00	
100-000-28306	Howard Ranch	-11,672.87	
100-000-28307	DS United Methodist	0.00	
100-000-28308	Caliterra	-27,607.20	
100-000-28309	Anarene(Double L)	-6,332.50	
100-000-28310	Parten Ranch	-1,918.40	

Balance Sheet **As Of 0**

Account	Name	Balance
100-000-28311	HEADWATERS FREEHOLD	-44,911.58
100-000-28312	Twisted X	0.00
100-000-28313	Heritage PID Escrow	-4,677.73
100-000-28314	F Ridge Mast Sign Plan Escrow	0.00
100-000-28315	Cannon Tract Escrow	0.00
100-000-28316	Rutherford Rim Escr- Rim Rock	-752.22
100-000-28317	Rutherford West Escrow	752.14
100-000-28318	Shops HighPointe DA Escrow	0.00
100-000-28319	Arrowhead Ranch Escrow	0.00
100-000-28320	Hall Comm Tract Escrow	0.00
100-000-28321	Centerlake Business/Innerstep	0.00
100-000-28322	American Fidelity	-143,028.93
100-000-28323	Park Dedication Cash In Lieu	154,439.84
100-000-28324	Ag Facility Fund	0.00
100-000-28325	Muni Court Security Fund	0.00
100-000-28326	Muni Court Technology Fund	0.00
100-000-28327	Hotel Occupancy Tax Fund	0.00
100-000-28328	Landscape Fund	112,260.55
100-000-28329	ESD Inspections	-65,179.51
100-000-28526	Headwaters Townes Escrow	23,325.98
100-000-28528	Hill County Care	0.00
100-000-28531	Kali Kate Escrow ETJ Release	-562.50
100-000-28573	TX Heritage Village McAlister	-75.00
100-000-40108	Texas Gas Cut Permit	0.00
100-000-62303	Harrison Hills Trails Project	-6.43
100-000-70010	TIRZ Expense	0.00
100-103-28325	Muni Court Security Fund	0.00
100-103-28326	Muni Court Technology Fund	0.00
100-103-28331	Muni Court State Fees	0.00
100-103-28332	Muni Court Cash Bond	0.00
100-103-28333	Muni Court Overpayment	0.00
100-400-23810	Rental Security Deposits	2,620.00
	Total Liability:	**4,293,727.05**
Equity		
100-000-39006	Beginning Balance Equity	4,496,559.48
100-000-39007	Fund Equity	6,837,845.63
100-000-39009	Reserve for Capital Improvemts	328,029.39
100-000-39400	Fund Balance Account	6,112,422.79
100-000-60014	Incentive/Recruitment Pay	-9,450.00
100-000-70013	Sales Tax - Merchandise	8.25
100-307-00000	Sidewalk Fund Begining Fund Balance	0.00
100-307-00001	Sidewalk Fund Ending Fund Balance	0.00
100-404-00000	Founders Day Begining Fund Balance	0.00
100-404-00001	Founders Day Ending Fund Balance	0.00
100-405-00000	Parkland Dedication Begining Fund Balanc	0.00
100-405-00001	Parkland Dedication Ending Fund Balance	0.00
100-406-00000	AG Facility Begining Fund Balance	0.00
100-406-00001	AG Facility Ending fund Balance	0.00
100-407-00000	Landscape Fund Begining Fund Balance	0.00
100-407-00001	Landscape Fund Ending Fund Balance	0.00
	Total Beginning Equity:	**17,765,415.54**
Total Revenue		11,717,010.02
Total Expense		11,143,035.17
Revenues Over/Under Expenses		**573,974.85**
	Total Equity and Current Surplus (Deficit):	**18,339,390.39**
	Total Liabilities, Equity and Current Surplus (Deficit):	**22,633,117.44**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 101 - Agriculture Facility Fund			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
101-000-24000	Due To/From - Agriculture Facility Fund	-156,800.00	
	Total Liability:	**-156,800.00**	
Equity			
101-000-39400	Fund Balance Account	150,100.00	
	Total Beginning Equity:	**150,100.00**	
Total Revenue		6,700.00	
Total Expense		0.00	
Revenues Over/Under Expenses		**6,700.00**	
	Total Equity and Current Surplus (Deficit):	**156,800.00**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 102 - Landscaping Facility Fund			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
102-000-24000	Due To/From - Landscaping Fund	-515,612.56	
	Total Liability:	**-515,612.56**	
Equity			
102-000-39400	Fund Balance Account	530,985.23	
	Total Beginning Equity:	**530,985.23**	
Total Revenue		0.00	
Total Expense		15,372.67	
Revenues Over/Under Expenses		**-15,372.67**	
	Total Equity and Current Surplus (Deficit):	**515,612.56**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 103 - Sidewalk Fund			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
103-000-24000	Due To/From - Sidewalk Fund	-29,828.96	
	Total Liability:	**-29,828.96**	
Equity			
103-000-39400	Fund Balance Account	29,828.96	
	Total Beginning Equity:	**29,828.96**	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		**0.00**	
	Total Equity and Current Surplus (Deficit):	**29,828.96**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 104 - Historical District Park Fund			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
	Total Liability:	**0.00**	
Equity			
104-000-39400	Fund Balance Account	0.00	
	Total Beginning Equity:	**0.00**	
Total Revenue		0.00	
Revenues Over/Under Expenses		**0.00**	
	Total Equity and Current Surplus (Deficit):	**0.00**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 105 - Parkland Dedication Fund			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
105-000-24000	Due To/From - Parkland Dedication Fund	-832,955.89	
	Total Liability:	**-832,955.89**	
Equity			
105-000-39400	Fund Balance Account	748,871.89	
	Total Beginning Equity:	**748,871.89**	
Total Revenue		84,084.00	
Total Expense		0.00	
Revenues Over/Under Expenses		**84,084.00**	
	Total Equity and Current Surplus (Deficit):	**832,955.89**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 106 - Parkland Development Fund			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
106-000-24000	Due To/From - Parkland Development Fur	-116,610.00	
	Total Liability:	**-116,610.00**	
Total Revenue		31,752.00	
Total Expense		0.00	
Revenues Over/Under Expenses		**31,752.00**	
	Total Equity and Current Surplus (Deficit):	**31,752.00**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**-84,858.00**
	***** FUND 106 OUT OF BALANCE *****		**84,858.00**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 107 - Vehicle Replacement Fund			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
107-000-24000	Due To/From - Vehicle Replacement Fund	-231,106.00	
	Total Liability:	**-231,106.00**	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		**0.00**	
	Total Equity and Current Surplus (Deficit):	**0.00**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**-231,106.00**
	***** FUND 107 OUT OF BALANCE *****		**231,106.00**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 200 - Dripping Springs Ranch Park			
Assets			
200-000-10300	Checking	80,147.36	
200-000-10600	Petty Cash	300.00	
200-000-14900	Other Current Assets	425.00	
200-000-15600	Building Improvements	137,619.59	
	Total Assets:	**218,491.95**	**218,491.95**
Liability			
200-000-20100	Accounty Payable	4,936.00	
200-000-23808	Donations Playscape	0.00	
200-000-24000	Due To/From - DS Ranch Park	879.34	
200-401-23810	Rental Security Deposit	8,012.18	
200-401-28330	DSRP Sales Tax	0.00	
	Total Liability:	**13,827.52**	
Equity			
200-000-39400	Fund Balance Account	259,803.12	
	Total Beginning Equity:	**259,803.12**	
Total Revenue		635,252.57	
Total Expense		690,391.26	
Revenues Over/Under Expenses		**-55,138.69**	
	Total Equity and Current Surplus (Deficit):	**204,664.43**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**218,491.95**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 201 - Dripping Springs Farmers Market			
Assets			
201-000-10300	Checking	60,349.10	
201-000-10600	Petty Cash	100.00	
201-000-15100	Equipment	0.00	
201-000-19000	Deposits	0.00	
	Total Assets:	**60,449.10**	**60,449.10**
Liability			
201-000-20100	Accounts Payable	0.00	
201-000-23200	Wages Payable	0.00	
201-000-23806	Capital Fund	0.00	
201-000-24000	Due To/From - DS Farmers Market	63,984.17	
	Total Liability:	**63,984.17**	
Equity			
201-000-39009	Reserve for Capital Improveents	35,000.00	
201-000-39400	Fund Balance Account	10,475.95	
201-403-64021	Merchandise	-380.40	
	Total Beginning Equity:	**45,095.55**	
Total Revenue		19,626.29	
Total Expense		68,256.91	
Revenues Over/Under Expenses		**-48,630.62**	
	Total Equity and Current Surplus (Deficit):	**-3,535.07**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**60,449.10**

Balance Sheet

As Of 0

Account	Name	Balance	
Fund: 300 - Hotel Occupancy Tax			
Assets			
300-000-10300	Checking	1,031,631.78	
	Total Assets:	**1,031,631.78**	**1,031,631.78**
Liability			
300-000-20100	Accounts Payable	0.00	
300-000-23872	Other Taxes Payable	0.00	
300-000-24000	Due To/From - Hotel Occupancy Tax	0.00	
300-000-27101	Deferred Revenue	0.00	
	Total Liability:	**0.00**	
Equity			
300-000-39400	Fund Balance Account	996,489.41	
	Total Beginning Equity:	**996,489.41**	
Total Revenue		840,998.03	
Total Expense		805,855.66	
Revenues Over/Under Expenses		**35,142.37**	
	Total Equity and Current Surplus (Deficit):	**1,031,631.78**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**1,031,631.78**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 301 - Dripping Springs Visitors Bureau			
Assets			
301-000-10300	Checking-PNR	409,684.64	
	Total Assets:	**409,684.64**	**409,684.64**
Liability			
301-000-20100	Accounts Payable	0.00	
301-000-24000	Due To/From - DSVB	156,659.38	
	Total Liability:	**156,659.38**	
Equity			
301-000-39400	Fund Balance Account	-13,752.95	
	Total Beginning Equity:	**-13,752.95**	
Total Revenue		677,811.81	
Total Expense		411,033.60	
Revenues Over/Under Expenses		**266,778.21**	
	Total Equity and Current Surplus (Deficit):	**253,025.26**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**409,684.64**

Balance Sheet **As Of 0**

Account	Name	Balance
Fund: 400 - Utilities		
Assets		
400-000-10113	Skye Headwaters	605.92
400-000-10140	RoadRunners	1,989.49
400-000-10212	Harrison Hills Business Park	0.00
400-000-10217	DSISD	5,446.11
400-000-10226	RR 12 Gas Station	0.00
400-000-10300	Checking	5,579,661.45
400-000-10369	Marriott	0.00
400-000-10393	Esperanza	55.00
400-000-10507	Western Springs	0.00
400-000-10619	TX Regional Bank	0.00
400-000-10687	27110 rr12 cobb	0.00
400-000-10696	Hays Street Subdivision - 102 S. Bluff	780.00
400-000-10801	249 Sportsplex	300.00
400-000-10821	Heritage	1,989.55
400-000-10875	Roger Hanks Park - New Growth	13,110.97
400-000-10890	Dripping Springs C-Store - Arrowhead	7,700.70
400-000-10930	Ariza Springs	290.00
400-000-10941	Dripping Springs Southern Land - Silver Cr	725.00
400-000-10942	Tiger Lane Subdivision	0.00
400-000-10943	Carter Tract	3,350.49
400-000-10947	Lot 2 - Driftwood 967	59,693.31
400-000-10948	Dripping Springs Community Library	4,070.00
400-000-10954	Roxie's - 299 Mercer St	3,557.77
400-000-10963	Suds Brothers Car Wash	4,720.24
400-000-10965	CAK Capital Office Building	657.50
400-000-10973	Dutch Bros. Coffee	280.00
400-000-10975	Gateway Village	9,337.50
400-000-10982	Amazing Explorers Academy	0.00
400-000-11002	Madelynn Estates	787.50
400-000-11007	Caliterra	105,706.08
400-000-11009	Howard	4,556.79
400-000-11013	Blue Blazes WCTPUA	68,669.94
400-000-11015	Anarene	269,412.96
400-000-11016	Headwaters	1,192.50
400-000-11017	Arrowhead	51,858.97
400-000-11020	Heritage PID	291,209.92
400-000-11021	Westwood	0.00
400-000-11022	Founders Ridge	0.00
400-000-11027	Marriott	120.00
400-000-11028	Cannon Ashton Woods	146,650.73
400-000-11029	Driftwood 522 Discovery	473,074.02
400-000-11031	Forestar Pump and Haul	0.00
400-000-11037	Scott Tract Big Sky	194,995.85
400-000-11042	Driftwood Development Salt Lic	34,321.72
400-000-11050	Driftwood Core	211,124.33
400-000-11052	PDD 11	42,073.99
400-000-11054	Driftwood Ranch WCTPUA 85	850,140.14
400-000-11055	Driftwood Creek WCTPUA86	242,393.74
400-000-11056	Haydon Hollow	290.00
400-000-11057	Cannon Ranch WTCPUA	80,146.78
400-000-11058	Karhan Tract	0.00
400-000-11060	Ashton woods	29,956.69
400-000-11061	Cynosure	174,081.72
400-000-11062	Roadrunners	660.00
400-000-11063	Harrison Hills Business Park	1,249.37
400-000-11075	Haydon Tract - Wastewater	290.00
400-000-11085	Short Mama's Bistro - 101 College	1,150.00
400-000-11097	Lazare Properties	1,780.00
400-000-11502	Blue Ridge	5,214.60

Balance Sheet **As Of 0**

Account	Name	Balance	
400-000-11503	Haus of Jayne	290.00	
400-000-11504	Village Grove	118,808.90	
400-000-11505	Cannon East (Pulte)	72.50	
400-000-11506	Whim	400.00	
400-000-11507	Bluff Street Condos	1,436.06	
400-000-12100	Accounts Receivable	141,015.11	
400-000-14300	Refundable Deposits	0.00	
400-000-14400	Prepaid Expenses	0.00	
400-000-14500	Notes Receivable-Current	0.00	
400-000-15100	Equipment	13,267.49	
400-000-15551	Improvements	11,858,346.70	
400-000-15600	Building Improvements	0.00	
400-000-17200	Accum. Depreciation - Automobi	507,619.00	
400-000-17600	Accumulated Depreciation - Bldg. Imp.	0.00	
400-000-19000	Deposits	0.00	
400-000-19100	Loan Amortization fees	-4,529,681.00	
400-000-19150	Accum. Amortiz - Org Cost	0.00	
400-000-19200	Note Receivable-Noncurrent	0.00	
400-000-24801	Hach Flo Mtr Big Sky	-12,624.00	
400-000-28022	Oryx-Merritt Communities	1,600.00	
400-000-28308	Caliterra	0.00	
400-000-28573	Anarene	116,295.69	
	Total Assets:	**17,198,275.79**	**17,198,275.79**
Liability			
400-000-11048	27110 RR12	-145.00	
400-000-20100	Accounts Payable	3,049.94	
400-000-23300	Deductions Payable	0.00	
400-000-23807	Conection Construction Costs	0.00	
400-000-23812	Drees WW Escrow	0.00	
400-000-23813	Felder WW Escrow	0.00	
400-000-23814	Facilities Expansion Fees	0.00	
400-000-23838	WW Line Extensions	1,584.14	
400-000-23839	Reservation Deposit Fees	287,065.70	
400-000-23840	WW Deposits	85,665.74	
400-000-23841	Village Grove - East Interseptor Escrow	-1,897,744.70	
400-000-23845	WW Line Extensions	0.00	
400-000-23846	DSISD Lift Station Upgrades	0.00	
400-000-24000	Due To/From - Wastewater Utility	663,705.44	
400-000-27000	Notes Payable-Noncurrent	5,170,000.00	
400-000-27100	Contracts Payable-Noncurrent	0.00	
400-000-27400	Other Long-Term Liabilities	0.00	
400-000-28000	Credit Card Fees	5,882.78	
400-300-23851	Temporary Wastewater Service - Driftwoc	79,229.31	
400-301-23848	Water Impact Fee-PUA	849,914.00	
400-301-23849	Temporary Meter Deposit	40,858.00	
400-301-23850	Unapplied Credit	14,012.10	
	Total Liability:	**5,303,077.45**	
Equity			
400-000-39095	Wastewater Reserve	775,000.00	
400-000-39400	Fund Balance Account	11,129,483.84	
400-310-61003	Social Security	-71,581.38	
	Total Beginning Equity:	**11,832,902.46**	
Total Revenue		4,493,627.02	
Total Expense		4,431,331.14	
Revenues Over/Under Expenses		**62,295.88**	
	Total Equity and Current Surplus (Deficit):	**11,895,198.34**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**17,198,275.79**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 401 - Texas Water Development Board			
Assets			
401-000-10300	Checking	935.67	
	Total Assets:	**935.67**	**935.67**
Liability			
401-000-24000	Due To/From - Wastewater Utility	0.00	
	Total Liability:	**0.00**	
Equity			
401-000-39400	Fund Balance Account	914.26	
	Total Beginning Equity:	**914.26**	
Total Revenue		21.41	
Total Expense		0.00	
Revenues Over/Under Expenses		**21.41**	
	Total Equity and Current Surplus (Deficit):	**935.67**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**935.67**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 450 - Water			
Assets			
	Total Assets:	**0.00**	**0.00**
Liability			
450-000-24000	Due To/From - Water	0.00	
	Total Liability:	**0.00**	
Equity			
450-000-39400	Fund Balance Account	0.00	
	Total Beginning Equity:	**0.00**	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		**0.00**	
	Total Equity and Current Surplus (Deficit):	**0.00**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 500 - Impact Fees			
Assets			
500-000-10300	Checking	927,732.38	
	Total Assets:	**927,732.38**	**927,732.38**
Liability			
500-000-20100	Accounts Payable	0.00	
500-000-24000	Due To/From - Impact Fee	0.00	
500-000-43033	Impact Fee Deposit	-212,500.00	
	Total Liability:	**-212,500.00**	
Equity			
500-000-39400	Fund Balance Account	2,181,160.78	
	Total Beginning Equity:	**2,181,160.78**	
Total Revenue		154,360.10	
Total Expense		1,195,288.50	
Revenues Over/Under Expenses		**-1,040,928.40**	
	Total Equity and Current Surplus (Deficit):	**1,140,232.38**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**927,732.38**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 600 - Debt Service 2013			
Assets			
600-000-10300	Checking	98,119.83	
	Total Assets:	**98,119.83**	**98,119.83**
Liability			
600-000-20100	Accounts Payable	0.00	
600-000-24000	Due To/From - Debt Services 2013	0.00	
600-000-27000	Notes Payable-Noncurrent	0.00	
600-000-27400	Other Long-Term Liabilities	0.00	
	Total Liability:	**0.00**	
Equity			
600-000-39400	Fund Balance Account	102,532.89	
	Total Beginning Equity:	**102,532.89**	
Total Revenue		2,330.69	
Total Expense		6,743.75	
Revenues Over/Under Expenses		**-4,413.06**	
	Total Equity and Current Surplus (Deficit):	**98,119.83**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**98,119.83**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 601 - Debt Service 2015			
Assets			
601-000-10300	Checking	195,326.85	
	Total Assets:	**195,326.85**	**195,326.85**
Liability			
601-000-24000	Due To/From - Debt Services 2015	0.00	
601-000-27400	Other Long-Term Liabilities	0.00	
	Total Liability:	**0.00**	
Equity			
601-000-39400	Fund Balance Account	862,119.41	
	Total Beginning Equity:	**862,119.41**	
Total Revenue		18,108.20	
Total Expense		684,900.76	
Revenues Over/Under Expenses		**-666,792.56**	
	Total Equity and Current Surplus (Deficit):	**195,326.85**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**195,326.85**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 602 - Debt Service 2019			
Assets			
602-000-10300	Checking	102,104.53	
	Total Assets:	**102,104.53**	**102,104.53**
Liability			
602-000-24000	Due To/From - Debt Services 2019	0.00	
602-000-27400	Other Long-Term Liabilities	0.00	
602-000-42000	Due To/From - Debt Services 2019	0.00	
	Total Liability:	**0.00**	
Equity			
602-000-39400	Fund Balance Account	1,122,650.72	
	Total Beginning Equity:	**1,122,650.72**	
Total Revenue		23,006.81	
Total Expense		1,043,553.00	
Revenues Over/Under Expenses		**-1,020,546.19**	
	Total Equity and Current Surplus (Deficit):	**102,104.53**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**102,104.53**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 603 - Debt Service 2022			
Assets			
603-000-10300	Checking-PNR	185,916.06	
	Total Assets:	**185,916.06**	**185,916.06**
Liability			
	Total Liability:	**0.00**	
Equity			
603-000-39400	Fund Balance Account	0.00	
	Total Beginning Equity:	**0.00**	
Total Revenue		1,219,416.42	
Total Expense		1,191,888.50	
Revenues Over/Under Expenses		**27,527.92**	
	Total Equity and Current Surplus (Deficit):	**27,527.92**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**27,527.92**
	***** FUND 603 OUT OF BALANCE *****		**158,388.14**

Balance Sheet **As Of 0**

Account	Name		Balance	
Fund: 604 - Debt Service 2024				
Assets				
604-000-10300	Checking		330,038.33	
		Total Assets:	**330,038.33**	**330,038.33**
Liability				
		Total Liability:	**0.00**	
Total Revenue			7,554.70	
Total Expense			0.00	
Revenues Over/Under Expenses			**7,554.70**	
		Total Equity and Current Surplus (Deficit):	**7,554.70**	
			Total Liabilities, Equity and Current Surplus (Deficit):	**7,554.70**
			***** FUND 604 OUT OF BALANCE *****	**322,483.63**

Balance Sheet **As Of 0**

Account	Name		Balance	
Fund: 605 - Debt Service 2025				
Assets				
605-000-10300	Checking		14,051,324.51	
		Total Assets:	**14,051,324.51**	**14,051,324.51**
Liability				
605-000-20100	Accounts Payable		0.00	
		Total Liability:	**0.00**	
Equity				
605-000-39400	Fund Balance Account		0.00	
		Total Beginning Equity:	**0.00**	
Total Revenue			14,080,324.51	
Total Expense			29,000.00	
Revenues Over/Under Expenses			**14,051,324.51**	
		Total Equity and Current Surplus (Deficit):	**14,051,324.51**	
			Total Liabilities, Equity and Current Surplus (Deficit):	**14,051,324.51**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 700 - Reserve			
Assets			
700-000-10300	Checking	3,015,181.66	
	Total Assets:	**3,015,181.66**	**3,015,181.66**
Liability			
700-000-24000	Due To/From - Reserve	0.00	
	Total Liability:	**0.00**	
Equity			
700-000-39400	Fund Balance Account	2,946,163.00	
	Total Beginning Equity:	**2,946,163.00**	
Total Revenue		69,018.66	
Total Expense		0.00	
Revenues Over/Under Expenses		**69,018.66**	
	Total Equity and Current Surplus (Deficit):	**3,015,181.66**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**3,015,181.66**

Balance Sheet **As Of 0**

Account	Name		Balance	
Fund: 800 - TIRZ 1				
Assets				
800-000-10300	Checking		2,355,152.91	
800-000-15100	Equipment		0.00	
		Total Assets:	**2,355,152.91**	**2,355,152.91**
Liability				
800-000-20100	Accounts Payable		0.00	
800-000-23601	Reserve for GAP Escrow		750,000.00	
800-000-24000	Due To/From - TIRZ I		0.00	
		Total Liability:	**750,000.00**	
Equity				
800-000-39400	Fund Balance Account		-130,410.80	
		Total Beginning Equity:	**-130,410.80**	
Total Revenue			1,998,326.62	
Total Expense			262,762.91	
Revenues Over/Under Expenses			**1,735,563.71**	
		Total Equity and Current Surplus (Deficit):	**1,605,152.91**	
		Total Liabilities, Equity and Current Surplus (Deficit):		**2,355,152.91**

Balance Sheet **As Of 0**

Account	Name		Balance	
Fund: 801 - TIRZ 2				
Assets				
801-000-10300	Checking		1,499,276.23	
		Total Assets:	**1,499,276.23**	**1,499,276.23**
Liability				
801-000-20100	Accounts Payable		0.00	
801-000-24000	Due To/From - TIRZ 2		0.00	
		Total Liability:	**0.00**	
Equity				
801-000-39400	Fund Balance Account		1,549,558.52	
		Total Beginning Equity:	**1,549,558.52**	
Total Revenue			35,498.26	
Total Expense			55,295.25	
Revenues Over/Under Expenses			**-19,796.99**	
		Total Equity and Current Surplus (Deficit):	**1,529,761.53**	
		Total Liabilities, Equity and Current Surplus (Deficit):		**1,529,761.53**
		***** FUND 801 OUT OF BALANCE *****		**-30,485.30**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 900 - Public Education and Government			
Assets			
900-000-10300	Checking	172,283.66	
	Total Assets:	**172,283.66**	**172,283.66**
Liability			
900-000-24000	Due To/From - Public Educ & Govt	0.00	
	Total Liability:	**0.00**	
Equity			
900-000-39400	Fund Balance Account	154,377.80	
	Total Beginning Equity:	**154,377.80**	
Total Revenue		17,905.86	
Total Expense		0.00	
Revenues Over/Under Expenses		**17,905.86**	
	Total Equity and Current Surplus (Deficit):	**172,283.66**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**172,283.66**

Balance Sheet **As Of 0**

Account	Name	Balance	
Fund: 901 - Heritage Road/Trail Trust			
Assets			
901-000-10300	Checking	48,000.79	
	Total Assets:	**48,000.79**	**48,000.79**
Liability			
901-000-20100	Accounts Payable	0.00	
901-000-23847	Heritage Road/Trail Trust	1,914,207.00	
	Total Liability:	**1,914,207.00**	
Equity			
901-000-39400	Fund Balance Account	-1,867,304.93	
	Total Beginning Equity:	**-1,867,304.93**	
Total Revenue		1,098.72	
Total Expense		0.00	
Revenues Over/Under Expenses		**1,098.72**	
	Total Equity and Current Surplus (Deficit):	**-1,866,206.21**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**48,000.79**

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 024856
Mar. 06, 2008 LTR 4076C EO
74-2340036 000000 00 000
00015895
BODC: TE

CITY OF DRIPPING SPRINGS
PO BOX 384
DRIPPING SPGS TX 78620-0384840

17442

Federal Identification Number: 74-2340036
Person to Contact: Mr. Hinton
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS
Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)
An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS
An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

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: August 5, 2025

Agenda Item Wording: **Discuss and consider approval of a Resolution Expressing Support for Hays County's Infrastructure Planning Efforts, including the West Travis County Public Utility Agency's Temporary Interconnection Project, and Affirming the City's Commitment to Regional Collaboration to Protect the Health, Safety, and Welfare of Residents.**

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: The West Travis County Public Utility Agency (WTCPUA) has sought support for its efforts to secure a temporary Wholesale Contract Agreement with the City of Austin (Austin Water), requesting 1.25 mgd average supply during the months of July, August and September on an as-needed basis for the next 2-3 years.

The interconnect would serve as a temporary and essential safeguard while WTCPUA continues to advance several Capital Improvement Projects (CIP) intended to expand system capacity to 33 mgd which it is currently committed to serve.

The WTCPUA Board of Directors has approved a policy of not approving any new commitments for new service. The current CIP projects have experienced delays due to factors including right-of-way acquisition, permitting challenges, and supply chain disruptions. WTCPUA anticipates that these projects will be completed within two to three years.

Temporary water supply from the City of Austin would help WTCPUA maintain adequate reservoir storage and meet peak demands to ensure that it is prepared to meet the health, safety and welfare of its customers should we be faced with a natural disaster, such as the Los Angeles fires, or any other unforeseen emergency event.

WTCPUA is currently under Stage 2 Watering Restrictions, and it is actively monitoring water use through its newly implemented AMI smart meter technology (on the Highway 71 system) and through employee patrols (on the Highway 290 system).

Given these circumstances, WTCPUA has requested local governments to support its request to Austin Water by adopting and signing a resolution of support for the temporary agreement and endorsement to demonstrate the regional importance of water system reliability and reinforce the urgency of its request.

The Hays County Commissioners Court approved a resolution of support on July 8, 2025.

Commission Recommendations: N/A

Recommended Council Actions: Approve resolution of support.

Attachments: Draft resolution.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2025-R___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, EXPRESSING SUPPORT FOR HAYS COUNTY'S INFRASTRUCTURE PLANNING EFFORTS, INCLUDING THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY'S TEMPORARY INTERCONNECTION PROJECT, AND AFFIRMING THE CITY'S COMMITMENT TO REGIONAL COLLABORATION TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF RESIDENTS.

WHEREAS, Hays County and the City of Dripping Springs have continued to experience a prolonged drought coupled with unprecedented growth, necessitating the need for additional water resources; and

WHEREAS, both wells and surface water are depleting as sources for both wildfire protection and residential usage in the City of Dripping Springs; and

WHEREAS, the continued growth has stretched both the need and demand for water in times of heavy usage, particularly in the months of July, August, and September; and

WHEREAS, the City has consistently supported efforts by Hays County and regional partners to address growth-related infrastructure needs in a manner that is responsible, transparent, and beneficial to all affected communities; and

WHEREAS, the City has adopted legislative priorities that emphasize the importance of maintaining local control over infrastructure, land use, and utility service while also collaborating regionally to meet critical needs; and

WHEREAS, the West Travis County Public Utility Agency (WTCPUA), a key regional provider of water service, has proposed a temporary water system interconnection with Austin Water designed to enhance water system resiliency, emergency preparedness, and operational flexibility; and

WHEREAS, the WTCPUA has approved a policy of no new commitments of service in an attempt to conserve water while continuing to invest in system upgrades and water conservation efforts;

WHEREAS, this temporary interconnection will not alter permanent service territories, but instead provides an emergency and short-term solution to ensure continued service for customers in the event of outages or service limitations due to drought, infrastructure failure, or unforeseen operational challenges; and

WHEREAS, Hays County recently passed a resolution supporting the efforts by the WTCPUA to establish a temporary interconnection with Austin Wate for the months of July, August and September to ensure both adequate continued service and adequate ability for wildfire protection for the citizens of Hays County and asking both the WTCPUA and Austin Water to work expeditiously towards the execution of such an agreement; and

WHEREAS, the City finds that this project is consistent with its legislative priorities, including promoting infrastructure resiliency, protecting the public health, and ensuring that regional coordination respects municipal boundaries and agreements.

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

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

2. The City of Dripping Springs hereby expresses its support for the West Travis County Public Utility Agency's efforts to establish a temporary interconnection with Austin Water for the months of July, August, and September to ensure adequate continued service and adequate wildfire protection, as a prudent and cooperative infrastructure measure that promotes system reliability and safeguards the public interest.

3. The City encourages transparent and cooperative infrastructure planning that strengthens service reliability while preserving the City's statutory authority and infrastructure obligations.

4. The City Secretary is directed to provide a copy of this resolution to the WTCPUA Board of Directors, Austin Water, Hays County Commissioners Court, and the offices of relevant state and local stakeholders.

5. The resolution shall be effective from and after its approval and passage.

6. 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 _____ 2025, 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

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: Tuesday, August 5, 2025

Agenda Item Wording: **Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2025.** *Deputy City Administrator, Shawn Cox*

Agenda Item Requestor:

Summary/Background:

The City's current Ad Valorem Tax Rate is set at $.1794 per one-hundred dollars ($100.00) valuation. For consideration is the approval of the proposed tax rate for 2025. At the time of posting, the City has not received its 2025 Tax Rate Calculation Worksheet, which will calculate the "No-ne-revenue", Voter-approval" and "De minimis" tax rates. Historically, the City has adopted the "Voter-approval tax rate." The completed calculation worksheet is anticipated to be delivered prior to the Council meeting. Once a proposed rate is approved, the next step will be to post the public hearing notice.

Included in the discussion will be the option to levy an Interest & Sinking Tax Rate for the debt the City issues in FY 2024 and FY 2025. Those options are outlined below:

Fiscal Year	Debt Payment	Rate Impact	Current M&O Rate	Total Rate
FY 2026	$485,238.00	$0.02230	$0.1794	**$0.2017**
FY 2026	$424,392.65	$0.01950	$0.1794	**$0.1989**
Total	**$909,630.65**	**$ 0.04180**	$0.1794	**$0.2212**

We have tentatively scheduled the tax rate public hearing for September 2, 2025. Based on this timeline, a notice of the public hearing will be posted in the paper on August 14, 2025.

Commission Recommendations:

Recommended Council Actions:
- The City Treasurer is seeking feedback from Council on setting the 2025 Proposed Tax Rate.

Attachments:
- 2025 Certification of Values

Next Steps/Schedule:

- Publication of Public Hearing Notice
- Adoption of Tax Rate