



**DRIPPING SPRINGS**  
Texas

**CITY COUNCIL REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, February 21, 2023 at 6:00 PM**

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**AGENDA**

**CALL TO ORDER AND ROLL CALL**

**City Council Members**

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

**Staff, Consultants & Appointed/Elected Officials**

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
Deputy City Secretary Cathy Gieselman  
Planning Director Tory Carpenter  
City Planner Warlan Rivera  
People & Communications Director Lisa Sullivan  
Public Works Director Aaron Reed  
Maintenance Director Craig Rice  
Building Official Shane Pevehouse  
Parks & Community Services Director Andy Binz  
Community Events Coordinator Johnna Krantz  
Building Official Shane Pevehouse  
TIRZ Project Manager Keenan Smith

**PLEDGE OF ALLEGIANCE**

**PRESENTATION OF CITIZENS**

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

assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

## PRESENTATIONS

- 1. Ice Storm Mara Presentation**  
*Craig Rice, Maintenance Director*
- 2. State of the City Presentation, Look Back and Look Ahead.**  
*City Staff*
- 3. Old Fitzhugh Road Project Presentation**  
*Keenan Smith, TIRZ Project Manager*

## CONSENT AGENDA

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

- 4. Approval of the February 7, 2023, City Council & Board of Adjustment regular meeting minutes.**
- 5. Approval of an Ordinance Cancelling the May 7, 2022, General Election and declaring each unopposed candidate elected to office; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause and providing an effective date.**
- 6. Approval of Julia Houston and her firm Orrick as Disclosure Counsel for the Heritage Public Improvement District.** *Applicant: Julia Houston*
- 7. Approval of Amendment No. 7 to Wholesale Water Supply Agreement between West Travis County Public Utility and City of Dripping Springs for the Driftwood Creek Commercial Tract.** *Sponsor: Mayor Foulds, Jr.*
- 8. Approval of Wholesale Water Services Agreement between West Travis County Public Utility Agency and the City of Dripping Springs for the Cannon Ranch Subdivision.** *Sponsor: Mayor Bill Foulds, Jr.*
- 9. Approval of Carter Tract Escrow Agreements for traffic signal at FM 150 and Ranch Road 12 and Road Widening of Mount Gainor Road.** *Sponsor: Council Member Crow*

- 10.** Approval of a Founders Day Participation Agreement with the Lions Club regarding Carnival and Food. *Sponsor: Council Member Parks*
- 11.** Approval of a Founders Day Participation Agreement with St. Martin de Porres Catholic Church regarding Arts & Crafts Booths. *Sponsor: Council Member Parks*
- 12.** Approval of a Founders Day Participation Agreement with the Dripping Springs Cook-Off Club regarding Cooker's Booths. *Sponsor: Council Member Parks*
- 13.** Approval of the January 2023 City Treasurer's Report.

## **BUSINESS AGENDA**

- 14.** Public hearing and consideration of approval of an Ordinance regarding ZA2022-0007: an application for a zoning map amendment from Agriculture (AG) to Commercial Services (CS) for approximately 5.00 acres out of the H. B. Hargraves Survey located at 4300 E US 290. *Applicant: Daniel Besa*
  - a. Applicant Presentation
  - b. Staff Report
  - c. Planning & Zoning Commission Report
  - d. Public Hearing
  - e. ZA2022-0007
- 15.** Discuss and consider acceptance of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 5.02 acres in the Extraterritorial Jurisdiction, situated out of the C.H. Mallot Survey located at 1300 E US 290. *Applicant: Victor Ostiguin, Doucet & Associates.*
- 16.** Public hearing and consideration of approval of a Sign Variance Request to exceed maximum square footage for window signs at HTeaO, located at 12680 W. Highway 290, Austin, Texas, 78737. *Applicant: Christie Sanders*
  - a. Applicant Presentation
  - b. Staff Report
  - c. Public Hearing
  - d. HTeaO Sign Variance
- 17.** Discuss and consider approval of Founders Day Festival Sponsorship and Vendor Agreements related to the sale of food and beverage, including alcohol beverages. *Sponsor: Mayor Foulds, Jr.*
- 18.** Discuss and consider approval of an Ordinance Amending Article 16.02 Parks and Recreation in the City Code of Ordinances. *Sponsor: Council Member Parks.*
- 19.** Discuss and consider approval of a bid submission from Lone Star Siteworks, LLC and authorization for staff to negotiate an agreement for the Founders Parking Lot Expansion Project. *Sponsor: Council Member Parks*
- 20.** Discuss and consider approval to change the City's Benefit Waiting Period to the first day of the month following a new employee's start date. *Sponsor: Mayor Bill Foulds, Jr.*

## REPORTS

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

- 21. Report on Code Enforcement Litigation related to Site Development Permit.**  
*Laura Mueller, City Attorney*

- 22. Planning and Development Department Report**

## EXECUTIVE SESSION AGENDA

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

- 23. Consultation with City Attorney related to legal issues regarding annexation and zoning of properties.** *Consultation with Attorney, 551.071*
- 24. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with Attorney, 551.071; Deliberation of Real Property, 551.072*
- 25. Consultation with Counsel related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items.** *Consultation with Attorney, 551.071*
- 26. Consultation with City Attorney related to legal issues on rezoning and alcohol regulation on city property.** *Consultation with Attorney, 551.071*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

March 7, 2023, at 6:00 p.m. (CC & BOA)  
March 21, 2023, at 6:00 p.m. (CC)  
April 4, 2023, at 6:00 p.m. (CC & BOA)  
April 18, 2023, at 6:00 p.m. (CC)

### Boards, Commissions & Committees

February 22, 2023, Economic Development Committee at 4:00 p.m.  
February 27, 2023, Transportation Committee at 3:30 p.m.  
February 27, 2023, Founders Day Commission at 6:30 p.m.  
February 28, 2023, Planning & Zoning Commission at 6:00 p.m.  
March 1, 2023, DSRP Board at 11:00 a.m.  
March 2, 2023, Historic Preservation Commission at 4:00 p.m.  
March 6, 2023, Parks & Recreation Commission at 6:00 p.m.  
March 8, 2023, Utility Commission at 4:00 p.m.

**ADJOURN**

**TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING**

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **February 16, 2023, at 5:00 p.m.***

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City Secretary

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



**DRIPPING SPRINGS**  
Texas

# Old Fitzhugh Road

Project Status Updates

TIRZ Board Feedback  
01/010/23



# Project History to Date Item 3.

- Concept Plan Stakeholder Input - **2017-2018**
- Concept Plan Development / Approval – **2018**
- Budget Requests & Grant Writing – **2019-2021**
- Engineering Firm Search & Contracting - **2021**
- Engineering Plans Start – **February 2022**
- Engineering 30% Plans – **September 2022**
- Stakeholder Outreach – **January – March 2023**
- Engineering 60% Plans – In progress - **Complete Spring / Summer 2023**

# Stakeholder Input

## Top Three Priorities

1. Sidewalks and Trails
2. Traffic Calming
3. Parking

## Project Challenges / Issues

- Drainage & Runoff
- Street Conditions & Narrow Right of Way
- Lighting
- Preserve Historic Character
- Preserve Trees
- Encourage Local Shops

EXPOSED AGGREGATE



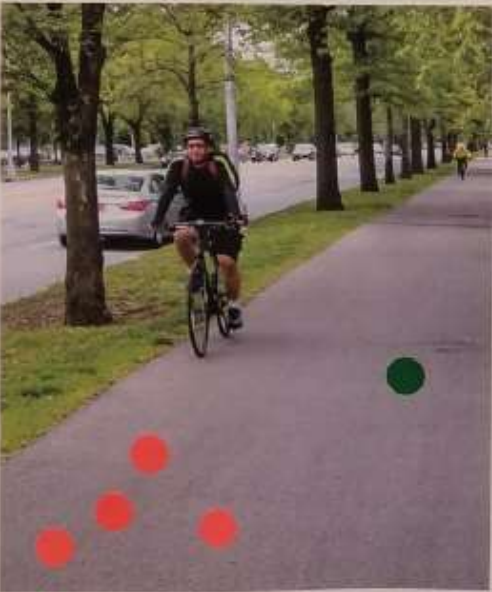
PERVIOUS PAVERS



DECOMPOSED GRANITE



ASPHALT





# Design Elements

Item 3.



- Street Reconstruction (shifted to East)
- Shared Use Path (8' wide - West side)
- Curb & Gutter on West (Drainage)
- Ribbon Curb on East
- Traffic Calming
- On-Street Parking (17 spaces)
- Lighting at Activity Nodes
- Landscaping / Trees
- Utility Relocations / Adjustments

# Design Challenges

Item 3.

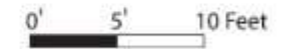
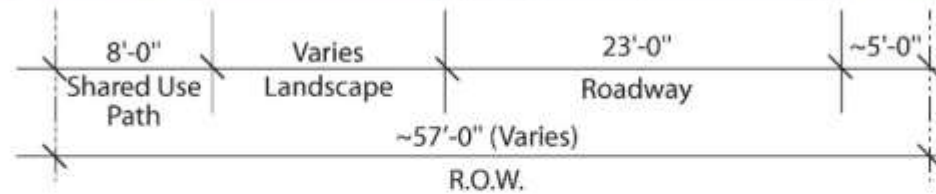
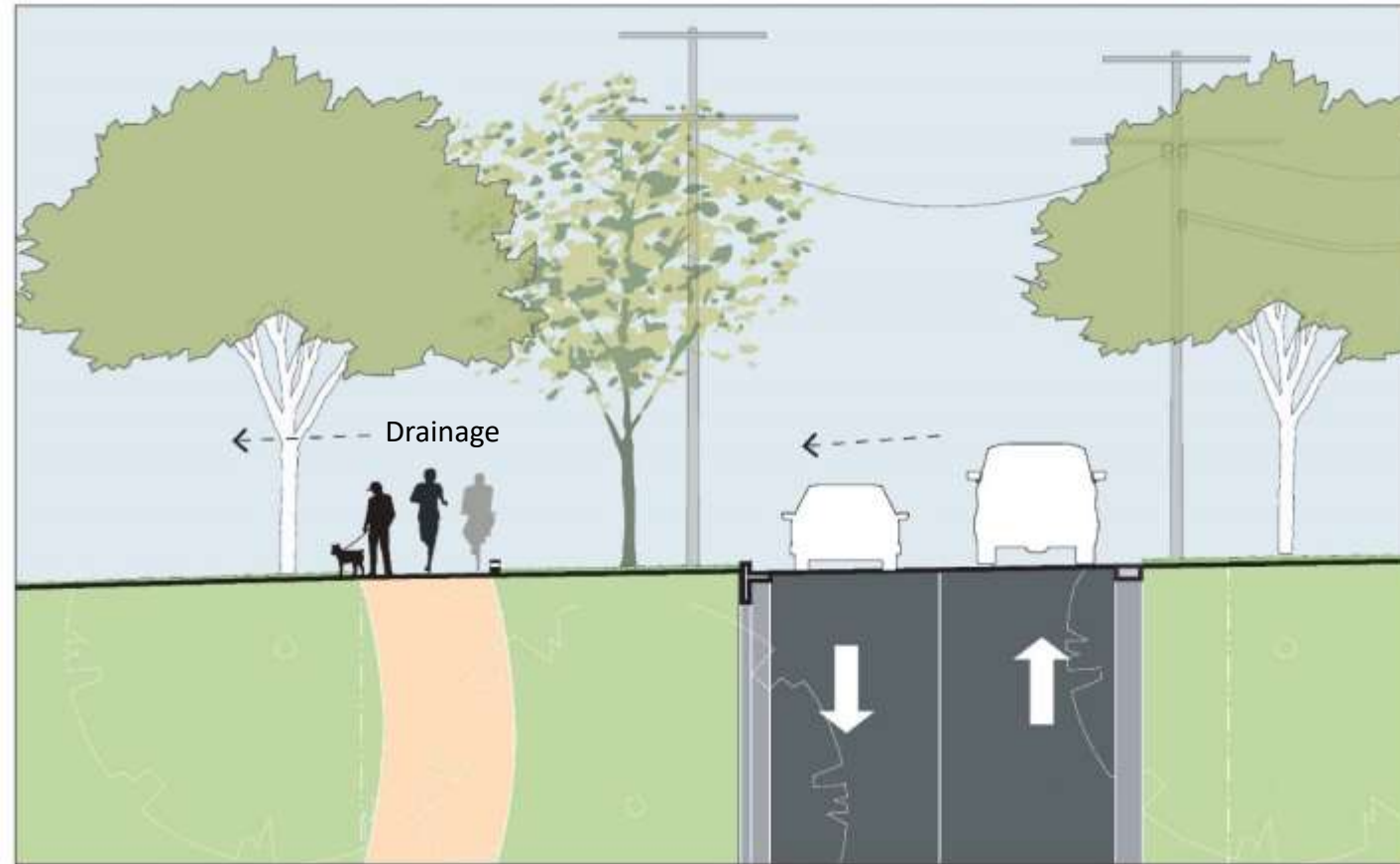


- Maintain Historic Character
- Narrow Right of Way
  - Fitting Roadway, Trail, Parking, Drainage
- Drainage Easements Required
  - Two offsite drainageways and basins
  - 3 impacted property owners
  - Right-of-Way Clean Up
- ROW Acquisition
  - 3 impacted parcels
- Utility **Adjustments &** Relocations
  - Pedernales Electric Cooperative
  - Frontier
  - Dripping Springs Water Supply
  - Dripping Springs Wastewater

# Typical Section

Item 3.

Old Fitzhugh  
Road

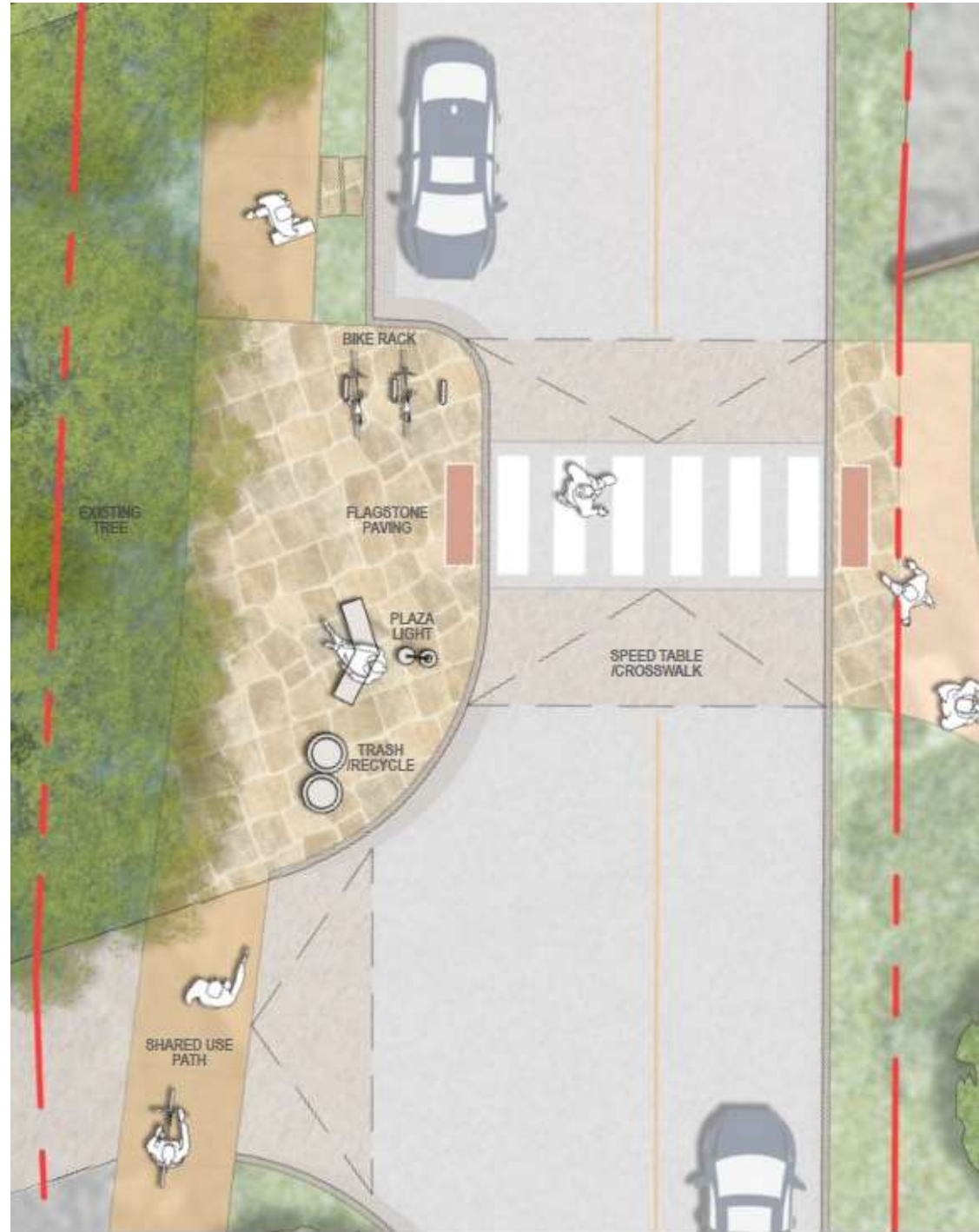


SECTION CONDITION 2: TYPICAL WITHOUT PARKING (LOOKING NORTH)

# Pedestrian Amenities / Activity Node

Item 3.

Old Fitzhugh Road



# Engineering: 30% Design Plans - Complete

Item 3.

Old Fitzhugh Road

**CITY OF DRIPPING SPRINGS**

**CONSTRUCTION PLANS FOR  
ROADWAY IMPROVEMENTS ON OLD FITZHUGH ROAD**

NET LENGTH OF PROJECT = 3,300 FEET = 0.625 MILES

**HAYS COUNTY**

FROM MERCER STREET  
TO RR 12

FOR THE RECONSTRUCTING OF THE ROADWAY AND OPERATIONAL IMPROVEMENTS CONSISTING OF GRADING, BASE, ASPHALT, DRAINAGE, PEDESTRIAN FACILITIES, ILLUMINATION, LANDSCAPING, LIMITED ON-STREET PARKING, PAVEMENT MARKING, AND EROSION CONTROL.

**DESIGN SPEED**  
OLD FITZHUGH 30 MPH

DATE	BY	JOB	FORM
8/12/2022	XXX	RR 12	
		QUANTITY	SHEET NO.
AUS	HAYS		1

END CONSTRUCTION  
END PROJECT  
E OLD FITZ  
STA 132+75.37

BEGIN CONSTRUCTION  
BEGIN PROJECT  
E OLD FITZ  
STA 100+15.89

LOCATION MAP NOT TO SCALE  
EXCEPTIONS: NONE  
EQUATIONS: NONE  
RAILROAD CROSSINGS: NONE

Registered Accessibility Specialist (RAS) Inspection Required

TDLR No. EABPRJ \_\_\_\_\_

**HDR** HDR Engineering, Inc.  
710 Huelgas Crossing Suite 150  
Round Rock, TX 78681  
Pfm No. F-7541

**PRELIMINARY-FOR INFORMATION ONLY**  
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION BIDDING, OR PERMITTING PURPOSES.  
Supervised By: LESLIE D. POLLACK  
P.E. Serial No. 101288  
Date: 8/12/2022

FILED: 8/12/2022  
DATE: 8/12/2022  
4:40:09 PM

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014, EXCLUDING ITEMS 1-9, SHALL GOVERN ON THIS PROJECT.

SUBMITTED FOR LETTING: \_\_\_\_\_

CITY OF DRIPPING SPRINGS

SUBMITTED FOR LETTING: \_\_\_\_\_

AREA ENGINEER

CONSULTANT: \_\_\_\_\_

HDR ENGINEERING, INC. ITSPS FORM REG. F-194

RECOMMENDED FOR LETTING: \_\_\_\_\_

DISTRICT DESIGN ENGINEER

APPROVED FOR LETTING: \_\_\_\_\_

DIRECTOR OF TRANSPORTATION PLANNING & DEVELOPMENT



# 30% Design - Project Plan Rendering





Old Fitzhugh Road

30% Plans- Design Rendering





Old Fitzhugh Road

30% Plans- Design Rendering

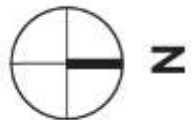






Old Fitzhugh Road

30% **Plans**- Design Rendering



# Project Funding

- Project Costs and Estimates
  - Engineering Plans (\$712K- per Agreement)
  - Construction Cost (\$6.4M – Current Estimate)
- Committed Funding
  - Engineering Plans – by TIRZ (\$602K- FY’22-23)
  - Hays County Parks & Open Space Bond pledge – Trail Portions (\$1.3M)
- Prospective Funding
  - Grants – CAMPO / TXDOT (’23 pursuits)
  - Finish Engineering Plans – by TIRZ (\$110K- FY ’24)
  - Construction (\$5.1M Plan of Finance- TBD FY’24)

*Old Fitzhugh  
Road*



# Moving Forward

- Key Stakeholder Coordination – Ongoing
- Boards and Commissions – Project Update
  - TIRZ Board Meeting 01/09/23
  - Historic Preservation Meeting 02/02/23
  - Planning and Zoning Commission 02/15/23
  - City Council 02/21/23
  - Transportation Committee 02/27/23
- Public Engagement
  - Online content available - March 2023
  - Public Meeting - March 2023
- Engineering Plans, Specifications & Estimates (PSE's)
  - 60-90% Plans- Q3 - Q4 '23 (funding committed)
  - Bidding & Contract Award (Q1 '24 funding dependent)
- Project Construction- Q2 – Q4 '24 (funding dependent)

*Old Fitzhugh  
Road*





**DRIPPING SPRINGS**  
Texas

**Thank You  
!!!**

# Old Fitzhugh Road

Project Status Updates

TIRZ Board Feedback  
01/010/23



# CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING AMENDED

## City of Dripping Springs

DRIPPING SPRINGS Council Chambers, 511 Mercer St, Dripping Springs, TX  
Texas

Tuesday, February 07, 2023 at 6:00 PM

## MINUTES

### CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:03 p.m.

**City Council Members present were:**

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

**Staff, Consultants & Appointed/Elected Officials present were:**

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
People & Communications Director Lisa Sullivan  
City Secretary Andrea Cunningham  
Deputy City Secretary Cathy Gieselman  
IT Director Jason Weinstock  
Planning Director Tory Carpenter  
Public Works Director Aaron Reed  
Parks & Community Services Director Andy Binz  
Community Events Coordinator Johnna Krantz  
Aquatics & Athletics Manager Mack Rusick  
City Engineer Chad Gilpin  
Content Marketing Specialist Stephanie Hartnett  
Emergency Management Coordinator Roman Baligad  
DSRP Program Coordinator Caylie Houchin  
Planning & Zoning Commission Chair Mim James

### PLEDGE OF ALLEGIANCE

Council Member Parks led the Pledge of Allegiance.

## EMERGENCY MANAGEMENT

A motion was made by Mayor Pro Tem Manassian to consider Business Agenda Item 25 with Emergency Management Item 1. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

1. **Discuss and consider approval of an Extension of a Mayoral Disaster Declaration related to the winter storm being January 30, 2023.** *Sponsor: Mayor Foulds, Jr.*
25. **Discuss and consider approval of Emergency Expenditures related to the ice storm in January 30-February 2, 2023 for tree removal, facility repair, and other repairs of city property and infrastructure.** *Sponsor: Mayor Foulds, Jr.*

Roman Baligad, Andy Binz, Aaron Reed, and Laura Mueller presented the staff report which is on file. Staff recommends approval of the declaration and emergency expenditures,

A motion was made by Mayor Pro Tem Manassian to approve an Extension of a Mayoral Disaster Declaration related to the winter storm being January 30, 2023, and Emergency Expenditures related to the ice storm in January 30-February 2, 2023, for tree removal, facility repair, and other repairs of city property and infrastructure. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

### **Disaster Declaration Filed as 2023-D02**

## PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

2. **Recognition of City Staff for efforts during and after the January/February 2023 Ice Storm.**

Mayor Foulds, Jr. recognized City Staff.

## PRESENTATIONS

*Presentations are for informational purposes and no action shall be taken.*

3. **Presentation regarding the Dripping Springs Solar Eclipse Event.**  
*Lisa Sullivan, People & Communications Director*

Lisa Sullivan gave a presentation regarding the Dripping Springs Solar Eclipse Event which is on file.

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**BOARD OF ADJUSTMENT**

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**CALL TO ORDER AND ROLL CALL**

Chair Bill Foulds, Jr. called the Board of Adjustment meeting to order at 6:40 p.m.

**Board of Adjustment Members present were:**

Board Chair Bill Foulds, Jr.  
 Board Member Taline Manassian  
 Board Member Wade King  
 Board Member Geoffrey Tahuahua  
 Board Member Travis Crow  
 Board Member Sherrie Parks

**BOARD OF ADJUSTMENT AGENDA**

4. **Public hearing and consideration of approval of VAR2022-0011: an application for a variance to allow a gazebo within the building setback for a property located at 444 Katie Drive. Applicant: Ashvin Baru**
  - a. **Applicant Presentation** – Applicant was not present.
  - b. **Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends denial of the variance.
  - c. **Planning & Zoning Commission Report** – Chair James presented the report. The Planning & Zoning Commission recommended denial of the variance unanimously, 5 to 0.
  - d. **Public Hearing** – No one spoke during the Public Hearing.
  - e. **VAR2022-0011** – A motion was made by Board Member Crow to deny approval of VAR2022-0011: an application for a variance to allow a gazebo within the building setback for a property located at 444 Katie Drive. Board Member King seconded the motion which carried 5 to 1, with Board Member Tahuahua opposed.

Chair Foulds, Jr, closed the Board of Adjustment meeting and resumed the City Council meeting at 6:58 p.m.

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**CITY COUNCIL**

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**CONSENT AGENDA**

*The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request*

*separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.*

A motion was made by Council Member Parks to include Business Agenda Item 19 in the Consent Agenda. Council Member Crow seconded the motion which carried unanimously 5 to 0.

5. **Approval of the January 17, 2024, City Council regular meeting minutes.**
6. **Approval of a Resolution Appointing Walt Smith to the Tax Increment Reinvestment Zone No. 1 and No. 2 Board of Directors Place 7, for a term ending December 31, 2024.**  
**Filed as Resolution No. 2023-R07**
7. **Approval of the Appointment of Catherine (Cathy) Gieselman as Deputy City Secretary of the City of Dripping Springs.**
8. **Approval of an Ordinance and Notice calling for the May 2021 General Municipal Elections for the City of Dripping Springs.**  
**Filed as Ordinance No, 2023-03**
9. **Approval of a Rate Adjustment for an Agreement with Chapman Law Firm, P.C. Sponsor: Mayor Bill Foulds, Jr.**
10. **Approval of a Service Agreement between the City of Dripping Springs and Alterman for Electrical Services Related to the Utilities Department. Sponsor: Mayor Foulds, Jr.**
11. **Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Mercer St. Paving.**  
**Filed as Resolution No. 2023-R08**
12. **Discuss and consider approval of a Resolution Approving and Accepting a Construction Bond for Caliterra Subdivision Phase 5 Section 14 Wastewater Fiscal Improvements.**  
**Filed as Resolution No. 2023-R09**
19. **Discuss and consider approval of the Adult Softball Field Use Agreement between the City of Dripping Springs and Logan Lilly and the Thursday Night Adult Softball League. Sponsor: Council Member Parks**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 5 – 12 and 19, with corrections to Consent Agenda Item 5 to include the removal of the area under the oak tree in the City Hall parking lot in the motion for Business Agenda Item 13. Council Member Crow seconded the motion which carried unanimously 5 to 0.

## **BUSINESS AGENDA**



- 13. Public hearing regarding ZA2022-0008: an application for a zoning map amendment from two-family residential—Duplex (SF-4) to General Retail (GR) for approximately 0.165 acres out of the Town of Dripping Springs Subdivision located at 112 South Bluff Street. *WITHDRAWN BY APPLICANT***

**a. Public Hearing** – No one spoke during the Public Hearing.

*No action was taken on this item, as it was withdrawn by the applicant.*

- 14. Public hearing and consideration of approval of an Ordinance regarding ANNEX2022-0004cc: a Voluntary Request for the annexation of approximately 5.00 acres out of the H. B. Hargraves Survey located at 4300 E US 290. *Applicant: Daniel Besa***

**a. Applicant Presentation** – Applicant Daniel Besa was present and available for questions.

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

**c. Public Hearing** – No one spoke during the Public Hearing.

**d. ANNEX2022-0004** – A motion was made by Mayor Pro Tem to approve an Ordinance regarding ANNEX2022-0004cc: a Voluntary Request for the annexation of approximately 5.00 acres out of the H. B. Hargraves Survey located at 4300 E US 290. Council Member Tahuahua seconded the motion which carried 4 to 1, with Council Member Crow opposed.

**Filed as Ordinance No. 2023-04**

- 15. Public hearing and consideration of approval of an Ordinance regarding ZA2022-0007: an application for a zoning map amendment from Agriculture (AG) to Commercial Services (CS) for approximately 5.00 acres out of the H. B. Hargraves Survey located at 4300 E US 290. *Applicant: Daniel Besa***

**a. Applicant Presentation**– Applicant Daniel Besa was present and available for questions.

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

**c. Planning & Zoning Commission Report** – Chair James presented the report. The Planning & Zoning Commission recommended approval of the zoning amendment 5 to 0.

**d. Public Hearing** – No spoke during the Public Hearing.

**e. ZA2022-0007** – A motion was made by Council Member Tahuahua to postpone consideration of an Ordinance regarding ZA2022-0007: an application for a zoning map amendment from Agriculture (AG) to Commercial Services (CS) for approximately 5.00 acres out of the H. B. Hargraves Survey located at 4300 E US 290 to the February 21,

2023, City Council regular meeting. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Via unanimous consent, the City Council considered Business Agenda Items 16 and 17 concurrently.

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

16. **Public hearing and consideration of approval of DA2022-0002: an application to expand the existing Driftwood Development Agreement by 13.84 acres out of the Forelove Woody Survey being four properties located on FM 150 south of Mariah Drive. Applicant: Stephen R. Delgado, P.E.**
17. **Discuss and consider approval of a Resolution Annexing 13.9499 acres into the Driftwood Conservation District. Applicant: J. David Rhoades, President**
  - a. **Applicant Presentation** – Applicant Stephen Delgado was present and available for questions.
  - b. **Staff Report** – Tory Carpenter and Laura Mueller presented the staff reports which are on file. Staff recommends approval of the development agreement expansion and resolution regarding annexation.
  - c. **Planning & Zoning Commission Report** – Chair James presented the report. The Planning & Zoning Commission recommended approval of the development agreement expansion unanimously 5 to 0.
  - c. **Public Hearing** – No one spoke during the Public Hearing.

A motion was made by Mayor Pro Tem Manassian to approve DA2022-0002: an application to expand the existing Driftwood Development Agreement by 13.84 acres out of the Forelove Woody Survey being four properties located on FM 150 south of Mariah Drive, and a Resolution Annexing 13.9499 acres into the Driftwood Conservation District. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

**Filed as Resolution No. 2023-R10**

Council Member King returned to the dais.

18. **Discuss and consider approval of a Special Event Permit Application and Co-Sponsorship Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the 2<sup>nd</sup> Annual Brewers Festival on March 25, 2023. Sponsor: Council Member Sherrie Parks**

Johnna Krantz presented the staff report which is on file. Staff recommends approval of the application and agreement, with the condition that the DSVB provide adequate security for the projected event attendance.

A motion was made by Council Member Tahuahua to approve a Special Event Permit Application and Co-Sponsorship Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the 2<sup>nd</sup> Annual Brewers Festival on March 25, 2023,

with the condition the applicant provide adequate security as recommended by staff. Council Member Crow seconded the motion which carried unanimously 5 to 0.

- 19. Discuss and consider approval of the Adult Softball Field Use Agreement between the City of Dripping Springs and Logan Lilly and the Thursday Night Adult Softball League. Sponsor: Council Member Parks**

*This item was approved with the Consent Agenda.*

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

- 20. Discuss and consider approval of a bid submission from Southwest Monument & Sign, and authorization for staff to negotiate an Agreement for the Construction and Installment of the Park System Signage Phase I signs.**

Andy Binz presented the staff report which is on file. Staff recommends approval of selection of Southwest Monument & Sign.

A motion was made by Council Member Parks to approve the selection of bid submission from Southwest Monument & Sign, and authorization for staff to negotiate an Agreement for the Construction and Installment of the Park System Signage Phase I signs. Council Member King seconded the motion which carried unanimously 4 to 0.

- 21. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**

**a. Staff Report** – Shawn Cox presented the staff report which is on file. Staff recommends approval of the ordinance.

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

**c. Ordinance** – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance of the City of Dripping Springs, Texas amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Council Member Parks seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance No. 2023-06**

Council Member Tahuahua returned to the dais.

- 22. Discuss and consider approval of a Resolution adopting an Employee Referral Incentive Pilot Program Policy. Sponsor: Council Member Parks**

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

A motion was made by Council Member Parks to approve a Resolution adopting an Employee Referral Incentive Pilot Program Policy with the condition that staff clarify employee eligibility/ineligibility regarding recruitment activities beginning February 8, 2023. Council Member Crow seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2023-R11**

**23. Discuss and consider approval of the 2023 HDR Master Transportation Services Agreement and Task Orders.** *Sponsor: Councilmember Crow*

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

A motion was made by Council Member Crow to approve the 2023 HDR Master Transportation Services Agreement and Task Orders. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

**24. Discuss and consider adoption of City of the Dripping Springs budget calendar for Fiscal Year 2024.**

Shawn Cox presented the staff report which is on file. Staff recommends adoption of the calendar.

A motion was made by Mayor Pro Tem Manassian to adopt the City of Dripping Springs budget calendar for Fiscal Year 2024. Council Member Parks seconded the motion which carried unanimously 5 to 0.

**25. Discuss and consider approval of Emergency Expenditures related to the ice storm in January 30-February 2, 2023, for tree removal, facility repair, and other repairs of city property and infrastructure.** *Sponsor: Mayor Foulds, Jr.*

*This item was approved with Emergency Management Items.*

**REPORTS**

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

Reports are on file and available for review upon request.

**26. January 2023 Maintenance Report**  
*Craig Rice, Deputy Public Works Director*

**27. Planning Department Report**

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberations about Real Property and regarding Executive Session Agenda Items 28 and 29. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

## EXECUTIVE SESSION AGENDA

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

- 28. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071, Deliberation of Real Property, 551.072*
- 29. Consultation with Counsel related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items.** *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 8:15 – 8:37 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:37 p.m.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

February 21, 2023, at 6:00 p.m. (CC)  
 March 7, 2023, at 6:00 p.m. (CC & BOA)  
 March 21, 2023, at 6:00 p.m. (CC)

### Board, Commission & Committee Meetings

February 8, 2023, Utility Commission at 4:00 p.m.  
 February 13, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.  
 February 13, 2023, Founders Day Commission at 6:30 p.m.  
 February 15, 2023, Planning & Zoning Commission at 6:00 p.m.  
 February 16, 2023, Farmers Market Committee at 10:00 a.m.  
 February 16, 2023, Emergency Management Commission at 12:00 p.m.

## ADJOURN

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

This regular meeting adjourned at 8:38 p.m.

**APPROVED ON:** February 21, 2023

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Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2023-\_\_\_**

AN ORDINANCE CANCELLING THE MAY 6, 2023, GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City of Dripping Springs, Texas (the “City”) is a general law municipality located in Hays County, and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, in accordance with the law a general election has been ordered for May 6, 2023, for the purpose of electing Mayor, Council Member Place 2 and Council Member Place 4; and

**WHEREAS**, no proposition is to appear on the ballot in that election; and

**WHEREAS**, the City Secretary has certified in writing (*Attachment “A”*) that each candidate on the ballot is unopposed for election to office; and

**WHEREAS**, the filing deadlines for placement on the ballot and declaration of write-in candidacy has passed; and

**WHEREAS**, in these circumstances Section 2.051 – 2.053 of the Texas Election Code authorizes a governing body to declare each unopposed candidate elected to office and cancel the election.

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

**1. FINDINGS OF FACT**

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

**2. POSTING**

This ordinance shall be placed at each polling place that would have been used at the election canceled by this ordinance.

**3. DECLARATION OF ELECTION**

The following candidates have been certified as unopposed and are hereby elected as follows:

Taline Manassian, Council Member Place 1  
Geoffrey Tahuahua, Council Member Place 3  
Sherrie Parks, Council Member Place 5

**4. 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.

**5. 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.

**6. EFFECTIVE DATE**

This ordinance shall be effective immediately upon passage.

**7. PROPER NOTICE AND 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 and APPROVED this, the 21<sup>st</sup> day of February 2023, 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:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary



**ATTACHMENT "A"**  
Certification of Unopposed Candidates



February 21, 2023

Mayor Bill Foulds, Jr. and City Council Members  
City of Dripping Springs, Texas  
511 Mercer Street  
Dripping Springs, TX 78620

**Orrick, Herrington & Sutcliffe LLP**

300 West 6th Street  
Suite 1850  
Austin, TX 78701

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**orrick.com**

**Julia Houston**

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Re: Engagement Letter Regarding Disclosure Counsel Services Relating to City of Dripping Springs, Texas / Heritage Public Improvement District

Dear Mayor and Council Members

We are pleased to confirm your engagement of Orrick, Herrington & Sutcliffe LLP (“Orrick”) as counsel to represent the City of Dripping Springs, Texas (the “Client” or “you”) in connection with Disclosure Counsel Services relating to the Heritage Public Improvement District (the “Matter”). The purpose of this engagement letter and the attached Standard Terms of Engagement is to confirm the terms and conditions upon which Orrick will be providing disclosure counsel services to the City of Dripping Springs, Texas in the Matter. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship.

Orrick’s services will be limited to the representation of City of Dripping Springs, Texas in the Matter including the Basic Services and, at the request of the Client, Additional Services as set out in Attachment I to this agreement. Our services will not extend to other business, personal or legal affairs of the Client or to any other aspect of the Client’s activities. Orrick’s receipt or use of confidential or other information from the Client or others in the course of this representation does not mean that Orrick will render any advice or services other than those described in this letter.

Within Orrick, I will be primarily responsible for the Matter. We currently anticipate that Taylor Raymond and Justin Rosas also will be working with me on the Matter, but we may change the staffing as the need arises. We will of course seek to staff this matter in a manner that we think will be the most effective and efficient, and as best serves your needs. I will be happy to discuss with you any staffing issues or concerns you may have at any time. In that regard, please let me know promptly if you have any questions or concerns about the services provided by anyone at Orrick or about any billing statement so that we can respond appropriately. My office telephone number and e-mail address are set forth above. Also, should you have an urgent need to reach me, my cell phone number is 512-585-8349.

Orrick’s fees for working on the Matter are set forth in Attachment II to this letter agreement. Orrick also charges for costs and disbursements incurred in connection with rendering its services, as described more fully in the accompanying Standard Terms of Engagement.



City of Dripping Springs, Texas  
February 21, 2023  
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Submitted herewith as Attachment III is a Certificate of Interested Parties - Form 1295, as completed and filed with the Texas Ethics Commission (the "TEC") in accordance with the provisions of Section 2252.908, Texas Government Code, and the rules promulgated by the TEC.

As required by Texas Government Code, Section 2270.002, the Orrick verifies that Orrick (1) does not "boycott Israel" (as defined in Texas Government Code Section 808.001), and (2) subject to or as otherwise required by applicable federal law, will not boycott Israel during the term of this agreement.

As required by Texas Government Code, Section 2274.002, Orrick verifies that it (1) does not "boycott energy companies" (as defined in Texas Government Code Section 809.001), and (2) subject to or as otherwise required by applicable federal law, will not boycott energy companies during the term of this agreement.

As required by Texas Government Code, Section 2274.002, Orrick verifies that it (1) does not have a practice, policy, guidance, or directive that "discriminates against a firearm entity or firearm trade association" (as defined in Texas Government Code Section 2274.001(3)), and (2) subject to or as otherwise required by applicable federal law, will not discriminates against a firearm entity or firearm trade association during the term of this agreement. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Pursuant to Section 2252.152, Texas Government Code, Orrick is not a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

This engagement letter and the accompanying Standard Terms of Engagement will take effect upon execution of this letter, but their effective date will be retroactive to the date Orrick first performed services. This agreement may be executed in counterpart, and an electronically transmitted signature shall be deemed to be the legal equivalent of an original signature.

If the foregoing and the referenced attachments, together with our attached Standard Terms of Engagement, accurately reflects our agreement, please confirm by signing our attached Standard Terms of Engagement and returning it to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, we encourage you to review this agreement with separate counsel to answer any questions or concerns you may have.



City of Dripping Springs, Texas  
February 21, 2023  
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Thank you again for this opportunity. We look forward to working with you.

Very truly yours,

A handwritten signature in blue ink that reads "Julia K Houston". The signature is written in a cursive, flowing style.

Julia Houston

Attachments

## STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Orrick, the following provisions shall apply to the relationship between Orrick and the Client.

### 1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the Matter, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

### 2. Scope of Engagement

The scope of Orrick's representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Orrick may in their mutual discretion agree to from time to time. In each case, Orrick's agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Client entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Orrick's current representation of the Client and to any subsequent matters that Orrick agrees to undertake on the Client's behalf.

### 3. Waiver of Future Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client's adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients both in the United States and internationally, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Orrick's current practice areas and the industries in which we represent clients can be found on Orrick's web site at [www.orrick.com](http://www.orrick.com).) In particular, we currently represent, and may in the future represent, other governmental entities, investment banks, broker dealers, and commercial lending institutions. We will, of course, hold in confidence the Client's secrets and confidences. Similarly, the Client understands that while Orrick may obtain confidential information from other clients that may be of interest to the Client, Orrick cannot share such information

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with the Client. The Client acknowledges that the Client has had the opportunity to consult with its City attorney about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

#### **4. Internal Communications**

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (e.g., our Chief Legal Officer, other firm lawyers working with our Chief Legal Officer who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Orrick's own attorney-client privilege.

#### **5. Responsibilities of Attorney and Client**

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

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## **6. Fees, Costs and Disbursements**

If bonds are delivered, we will bill the Client on a transactional basis for our services. Our bills are payable promptly upon receipt, with payment required no later than 30 days following receipt of the bonds.

If the bonds are not delivered, our fees are based on the amount of time we spend on the Matter. Each Orrick attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

In addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Orrick's direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Orrick's disbursement policies is available upon request.

Unless special arrangements are made, Orrick does not take responsibility for paying fees and expenses of third parties, which will be the Client's responsibility and may be billed directly to the Client.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick's representation of the Client, the Client agrees to pay Orrick for any resulting costs or expenses, including Orrick's time, even if Orrick's representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Orrick.

The obligation to timely pay our bills is solely the Client's and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client's receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Orrick may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

## **7. Engagement Termination**

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Orrick also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Orrick's advice on a material matter, or any fact or circumstance arises that, in Orrick's view, renders our continuing representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional

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responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

**8. Date of Termination**

Orrick's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Orrick's withdrawal from the representation, (iii) the substantial completion of Orrick's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

**9. Client Files (Cloud Storage, Retention and Disposition)**

Orrick recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services to host, process, and analyze data, including client data. Like online services or platforms, cloud computing services are not immune from security compromises. While Orrick maintains a cyber security vendor risk management program, Orrick cannot guarantee the security of any cloud computing service, including third-party cloud computing services utilized by Orrick. If the Client does not wish to have its information and data stored with third party cloud service providers, please advise Orrick not to do so. Orrick is not responsible for security or confidentiality breaches that occur with respect to any cloud computing service.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded.

Unless otherwise required by outside counsel guidelines or specific client instruction, Orrick will retain all hardcopy and electronic records for a period of years consistent with its internal Record Retention policy. When that time expires, Orrick's policy is to destroy all records related to the Matter in a manner that preserves confidentiality. Orrick will make best efforts to contact you, using the most up to date contact information in its possession, 60 days prior to the destruction of any records so that you may provide alternate retention instructions as necessary. You understand, and agree, that records related to the Matter will be destroyed in the absence of such alternate instruction or if Orrick is unable to establish contact with you. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that "materials" include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.



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Our own files pertaining to the Matter will be retained by Orrick (as opposed to being sent to you) or destroyed. These firm files include, for example, internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any of our own files within a reasonable time after the engagement has concluded.

## **10. Arbitration**

Although we think it is unlikely, a dispute could arise between us regarding some aspect of the engagement and Orrick's representation of the Client. Any such dispute, whether a claim by the Client against Orrick or by Orrick against the Client, including claims for unpaid fees and charges, negligence, quality of services, breach of contract or fiduciary duty, fraud or any other claims arising out of or relating to any aspect of the engagement, this agreement, or our representation of the Client is referred to herein as a "Dispute." If we are not able to resolve a Dispute among ourselves, the Client and Orrick agree to resolve such Dispute through confidential binding arbitration as set forth below.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call toll free 1.800.932.1900.

The arbitration provisions of this Section 10 shall apply to all Disputes and shall survive termination of this agreement or the engagement. The Client understands the consequences of agreeing to binding arbitration under this Section 10, including giving up any constitutional or statutory rights to have the Dispute determined by a court of law or by a jury; that discovery of information in arbitration may be limited; that the application of the rules of evidence may be relaxed; that the arbitration decision will be final and binding and there will be no right of appeal, judicial or otherwise; and that arbitration is more private than a court trial.

The party wishing to initiate arbitration hereunder (the "initiating party") will deliver to the other party (the "other party") a written demand for arbitration setting forth the basis of the initiating party's claim and the dollar amount of damages sought. Once an initiating party initiates an arbitration, hereunder, the initiating party and the other party will engage in a good faith, one-day non-binding mediation before a sole mediator selected from the panel of mediators of JAMS (or its successor) before proceeding with the arbitration. Each party in the mediation will pay such party's own costs and fees, and the parties will split the fees of the mediator. The mediation will take place in the location where Orrick performed the work at issue. Orrick and the Client may mutually agree to extend the mediation beyond one day.

To the extent that the Dispute is not resolved through the mediation process described above, an arbitration hereunder will (i) be heard and determined by an arbitrator (who will be a retired state or federal judge with at least five years judicial experience), selected by the parties from a list of neutrals provided by JAMS, and if the parties cannot agree, by JAMS itself; (ii) take place in the city in the United States where Orrick spent the most time working on the engagement; and (iii) conducted in accordance with JAMS

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Arbitration Rules and Procedures (or any successor rules and procedures), in effect at the time the initiating party delivers to the other party the demand for arbitration required hereunder. The scope and enforceability of this arbitration agreement shall be governed by the Federal Arbitration Act and the arbitration proceedings shall be conducted by JAMS in accordance with JAMS Arbitration Rules and Procedures. In determining a claim, the arbitrator will apply the laws of the State of Texas. In the event of any conflict between this arbitration agreement and any rules or authorities referenced herein (including, without limitation, the Federal Arbitration Act, JAMS Arbitration Rules and Procedures, and the laws of the State of Texas), this arbitration agreement shall control. The arbitration proceedings and the decision of the arbitrator will be confidential. Each party in the arbitration will pay such party's own costs and fees, and the parties will split the fees of the arbitrator. The ruling of the arbitrator will be final and binding on both parties, and no appeal may be taken. The ruling of the arbitrator may be entered and enforced as a judgment by a court of competent jurisdiction. The arbitration provisions of this agreement may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

**11. Binding Agreement**


The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Orrick with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Orrick has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

**12. Acceptance of Engagement Terms**

By signing below, you acknowledge and represent that you have read the engagement letter and these Standard Terms of Engagement, that you understand and agree to the terms and provisions, and that you are authorized to do so on behalf of the Client.

ORRICK, HERRINGTON & SUTCLIFFE LLP

CITY OF DRIPPING SPRINGS, TEXAS

By:   
\_\_\_\_\_  
Julia R. Houston  
Partner

By: \_\_\_\_\_  
Bill Foulds, Jr.  
Mayor

## Attachment I

**BASIC SERVICES:** Our services as Disclosure Counsel would include the following Basic Services, which we would carry out directly or in concert with officials and staff of the City:

- Consult with and advise the City and its financial advisor on any disclosure issues, including assistance in evaluating their materiality;
- Assist in the review of preliminary and final offering documents;
- Assist the City and its financial advisor in performance of the due diligence investigation, including any supplemental due diligence investigation and preparation for due diligence call or meeting, if any;
- Review all financing documents; evaluate with the City or its financial advisor all legal matters relevant to the City and comment on such matters, and communicate to the City and its financial advisor various business matters and comment and negotiate such matters, as instructed by the City;
- Review all closing papers and opinions;
- Review proceedings of Bond Counsel to reach conclusion that reliance on Bond Counsel's opinion is reasonable and review form of bond opinion and applicable closing certificates to verify reasonableness of tax exemption opinion;
- Analyze the requirements of Rule 15c2-12 and the basis upon which such rule is satisfied;
- To the extent requested by the City, attend closing and determine that all documents are properly signed and in final and satisfactory form;
- Issue a 10(b)(5) opinion (covering the preliminary and final official statement) in customary form, addressed to the City;
- Issue an opinion that no security or indenture is required to be registered with the U.S. Securities and Exchange Commission;
- Review and obtain 10(b)(5) letters of representation, certificates or opinions from others who have contributed to, or have been "expertised" in, the official statement, including but not limited to the landowner, developer, homebuilder(s), Bond Counsel, PID Administrator, developer's counsel, accountants, engineers, feasibility consultants, appraisers, and credit enhancers; and
- Discuss with City and its financial advisor other opinions that might be appropriate to the transaction.

**ADDITIONAL SERVICES:** Upon request of the City, our services as Disclosure Counsel would include the following Additional Services, in addition to the Basic Services identified above, which we would carry out directly or in concert with officials and staff of the City:

- To the extent agreed upon by the City and the underwriter of the Bonds, prepare the preliminary and final offering documents;

- Coordinate the posting of the preliminary and final offering documents with a printer agreed upon by the City and underwriter of the Bonds;
- To the extent agreed upon by the City and the underwriter of the Bonds, prepare (i) continuing disclosure undertakings meeting the requirements of Rule 15c2-12 and (i) voluntary continuing disclosure undertakings by developer and/or landowner, as applicable, relating to the status of the improvements and the development of the land within the public improvement district; and
- To the extent agreed upon by the City and the underwriter of the Bonds, issue a 10(b)(5) opinion (covering the preliminary and final official statement) in customary form, addressed to the underwriter of the Bonds.

## Attachment II

### SCHEDULE OF DISCLSOURE COUNSEL FEES

**DISCLOSURE COUNSEL FEES FOR BASIC SERVICES:** Unless otherwise agreed by the City and Orrick, for all Basic Services by Disclosure Counsel, we will be paid a fee of \$20,000 per series of Bonds, plus expenses, not to exceed \$1,000 per series of Bonds. Our fee as Disclosure Counsel for providing Basic Services will be contingent upon the actual sale and delivery of the Bonds and paid within 30 days of delivery of the Bonds; provided, however, that if the Bonds are not delivered, our fee and expenses as Disclosure Counsel for providing the Basic Services will be paid from funds advanced by the Developer to the City (the "Developer Development Fee") on an hourly rate basis, applying rates then charged by Orrick.

**DISCLOSURE COUNSEL FEES FOR BASIC SERVICES AND ADDITIONAL SERVICES:** Unless otherwise agreed by the City and Orrick, if the City requests that Orrick perform Basic Services and Additional Services (excluding 10(b)(5) opinion addressed to the underwriter of the Bonds), we will be paid a fee based on the aggregate principal amount of Bonds issued for the project, whether one or more series of Bonds, of \$12.00 per \$1,000 of Bonds, up to \$5,000,000 (aggregate principal amount) with a minimum fee of \$50,000, and \$10.00 per \$1,000 of Bonds in excess of \$5,000,000 (aggregate principal amount), plus expenses, not to exceed \$2,000. Unless otherwise agreed by the City and Orrick, if Orrick issues a 10(b)(5) opinion addressed to the underwriter of the Bonds, we will be paid an additional fee of \$10,000. Our fee as Disclosure Counsel for providing Basic Services and Additional Services will be contingent upon the actual sale and delivery of the Bonds and paid within 30 days of delivery of the Bonds; provided, however, that if the Bonds are not delivered, our fee and expenses as Disclosure Counsel for providing the Basic Services and Additional Services will be paid from the Developer Development Fee on an hourly rate basis, applying rates then charged by Orrick for the same or similar services.

**Attachment III**

Certificate of Interested Parties - Form 1295

# CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 6.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-981838

Date Filed:  
02/09/2023

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Orrick, Herrington & Sutcliffe LLP  
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Dripping Springs, Texas – Heritage PID

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

ORR02212023  
Disclosure Counsel Services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hermle, Lynne	Menlo Park, CA United States	X	
	Zuklie, Mitchell	Menlo Park, CA United States	X	
	Bicks, Peter	New York, NY United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Julia R. Houston, and my date of birth is 11-20-1960.

My address is 300 W. 6th Street, Suite 1850, Austin, TX, 78701, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)



**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:** February 21, 2023

**Agenda Item Wording:** **Approval of Amendment No. 7 to Wholesale Water Supply Agreement between West Travis County Public Utility and City of Dripping Springs for the Driftwood Creek Commercial Tract.**

**Agenda Item Requestor:** Developer of the Driftwood Creek Tract

**Summary/Background:**

The Seventh Amendment to the Wholesale Water Supply Agreement between the Lower Colorado River Authority (now the West Travis County Public Utility Agency or WTCPUA) and the City of Dripping Springs (Driftwood Creek Tract Service Property – Commercial Amendment) amends the Wholesale Agreement to allow for additional retail water service to commercial component of the Driftwood Creek Tract Property.

The City and LCRA entered into a wholesale water supply agreement in 2003 to, among other things, specify which properties would be provided with retail water service from LCRA, the Dripping Springs Water Supply Corporation, and the City of Dripping Springs. The Driftwood Creek Tract is in the City's retail water service area.

The WTCPUA assumed the rights and obligations of LCRA by agreement dated March 19, 2012.

The original 2003 wholesale agreement contemplated several procedures and processes regarding retail water service that are now either unworkable or undesirable. For example, the wholesale agreement is very specific regarding when the City must obtain a CCN, and the wholesale contract's procedures do not now match the reality of the process. Further, the wholesale contract was very specific about rates and charges to an extent that bound the City in ways that were not necessary. Finally, the wholesale contract did not specify the precise amount of water that would be made available to the Driftwood Creek Tract development. All of these issues are resolved by subsequent amendments to the wholesale contract, including this Seventh Amendment.

The Driftwood Creek Commercial Tract was granted 26 LUEs via the Fourth Amendment. This Seventh Amendment increases the total LUE count to 276



LUEs and addresses only the Driftwood Creek Commercial Tract development.

This is a Wholesale Water Agreement. The City recovers its expenses by billing retail water rates to the Driftwood Creek Tract.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

Approve as presented.

**SEVENTH AMENDMENT TO**  
**WHOLESALE WATER SUPPLY AGREEMENT BETWEEN**  
**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND**  
**THE CITY OF DRIPPING SPRINGS**  
**(Driftwood Creek Tract Service Property - Commercial Amendment)**

This Seventh Amendment to the Wholesale Water Supply Agreement Between the West Travis County Public Utility Agency and The City of Dripping Springs (“Seventh Amendment”) is by and among City of Dripping Springs, a Type A General Law City located in Hays County, Texas (“City”), and the West Travis County Public Utility Agency (“WTCPUA”) a political subdivision of the state of Texas formed in accordance with Chapter 572 of the Local Government Code.

**RECITALS:**

- A. The Lower Colorado River Authority (“LCRA”) and the City negotiated and executed the Wholesale Water Supply Agreement Between Lower Colorado River Authority and The City of Dripping Springs with an effective date of March 11, 2003 (the “Agreement”).
- B. The WTCPUA assumed the rights and obligations of the LCRA set-forth in the Agreement effective March 19, 2012.
- C. The City recognizes and accepts the WTCPUA as having been assigned the rights and obligations of the LCRA set forth in the Agreement.
- D. WTCPUA and the City have amended the Agreement from time to time to set forth the terms and conditions for wholesale service by WTCPUA applicable to specific developments and projects including that certain Fourth Amendment to the Wholesale Water Supply Agreement Between Lower Colorado River Authority and the City of Dripping Springs effective November 2019 (“Fourth Amendment”) for the Driftwood Creek Tract Service Property—Commercial as defined in the Fourth Amendment.
- E. Under the Fourth Amendment and consistent with the West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services (“WTCPUA Rate Tariff”) and service rules and policies, the WTCPUA has reserved 26 Living Unit Equivalents (“LUEs”) of water service.
- F. WTCPUA has identified and is pursuing the construction of additional capital projects to its water supply system that will make additional capacity available for use on the Driftwood Creek Tract Service Property—Commercial; and the City desires to provide such additional service to the Driftwood Creek Tract Service Property—Commercial.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City and WTCPUA agree as follows:

## ARTICLE 1 AMENDMENTS

1.1 The City and WTCPUA agree that upon the WTCPUA's completion and commencement of operation of the WTCPUA Capital Projects as defined below: (i) 250 additional LUEs shall be reserved for and available for use on the Driftwood Creek Tract Service Property – Commercial so that the total number of LUEs reserved to the property is 276 and (ii) the following Sections 1.2 through 1.4 become effective upon such completion of the facilities and commencement of operation.

**WTCPUA Capital Projects:** Those capital projects identified in WTCPUA's most recently adopted 2021 Land Use Assumptions and Capital Improvements Plan, Impact Fee Report July 2021 and identified as the Uplands WTP Expansion to 33 MGD and 30" Parallel TM 2 (SWPPS to County Line).

1.2 **Section 10.3.** Section 10.3 Supply of Water to Driftwood Creek Tract Service Property-Commercial is replaced with the following. The Parties agree that pursuant to Section 3.01 of the Agreement, except as provided in Section 10.02 of this Article, the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Creek Tract Service Property-Commercial in the amount not to exceed 276 LUEs as measured at the Delivery Point. The Parties agree that pursuant to Section 3.01 of the Agreement, the City shall provide retail potable water utility service for the Driftwood Creek Tract Service Property-Commercial in the amount of 276.

For purposes of this Agreement, the average daily water use within the Property, as measured at the Delivery Point, shall not exceed 450 gallons per day per LUE or a total of 124,200 gallons per day (i.e., 45,333,000 gallons per year) for 276 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Point of Delivery exceeds 45,333,000 gallons, the WTCPUA may assess and the City agrees to pay a water surcharge for water used that is in excess of 45,333,000 gallons.

In addition, the maximum or peak day water use for the Property, as measured at the Delivery Point, shall not exceed 900 gallons per day per LUE, or 248,400 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 248,400 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow controller to restrict or limit the maximum flow to the Property to a maximum of 197 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 248,400 gallons per day.

Finally, the City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Property. As such, the City is solely responsible for the installation and maintenance any water improvements necessary to provide fire flows to the Property. Such improvements, if installed, shall be located on the City's side of the Delivery Point.

1.3 **Section 10.5.** Section 10.05. **Rates and Charges** is amended to add the following sentences at the end of the section. For the additional 250 LUEs reserved under this Seventh Amendment, the initial Base Fee shall be \$ 11,049.19 per year/ \$920.77 per month; the initial monthly Volume Charge shall be \$2.04 per thousand gallons; and the Annual Allocated Debt Service Payment Schedule as shown in Exhibit C-5 shall be used for calculating rates and charges due under this Section 10.5 for the additional 250 LUEs. WTCPUA Rates and Charges for the original 26 LUEs reserved by the Fourth Amendment shall continue to be calculated and charged separately pursuant to the schedule in the Fourth Amendment.

**ARTICLE 2  
RATIFICATION**

2.1 By entering into this Seventh Amendment, the Parties hereby ratify the Agreement, and affirm and agree that it is in full force and effect, as amended.

**ARTICLE 3  
MISCELLANEOUS**

- 3.1 **Incorporation: Definitions.** The background as set forth in the recitals is true and correct, forms a material part of this Seventh Amendment and is hereby incorporated into this Agreement. Words with initial capital letters that are used but not defined in this Seventh Amendment shall have the meanings given to them in the Agreement.
- 3.2 **Effective Date of Seventh Amendment.** The Effective Date of this Seventh Amendment is the latest occurring signature of the City or the WTCPUA.
- 3.3 **Counterparts.** This Seventh Amendment may be executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties.

**IN WITNESS THEREOF**, the Parties hereto, acting under the requisite authority, have caused this Seventh Amendment to be duly executed to be effective as of the Effective Date as provided above.

**[Signature Page Follows]**

**CITY OF DRIPPING SPRINGS, TEXAS**

By: \_\_\_\_\_

\_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

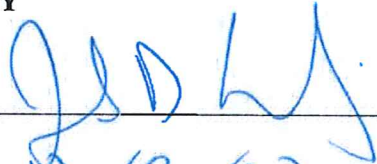
Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
City Attorney

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: 

Date: 12/8/22

ATTEST:

Jennifer Riechers



**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:** February 21, 2023

**Agenda Item Wording:** **Approval of Wholesale Water Services Agreement between West Travis County Public Utility Agency and the City of Dripping Springs for the Cannon Ranch Subdivision**

**Agenda Item Requestor:** Developer of Cannon Ranch

**Summary/Background:**

The Wholesale Water for the Cannon Ranch Subdivision is between the West Travis County Public Utility Agency or WTCPUA and the City of Dripping Springs. Through this Contract, the WTCPUA will provide wholesale water to the City, and the City will then supply retail water to the Cannon Ranch subdivision. The City already has a retail water agreement in place for the Cannon Ranch subdivision.

The City and LCRA (predecessor to the WTCPUA entered into a wholesale water supply agreement in 2003 to, among other things, specify which properties would be provided with retail water service from LCRA, the Dripping Springs Water Supply Corporation, and the City of Dripping Springs. The Cannon Ranch Tract is in the City's retail water service area.

The WTCPUA assumed the rights and obligations of LCRA by agreement dated March 19, 2012.

With the Driftwood Tracts, we simply amended the Wholesale Water Supply Agreement between the Lower Colorado River Authority (now the WTCPUA) and the City of Dripping Springs to allow for retail water service to commercial component of the Driftwood Creek Tract Property (see Amendment 7 on this same Agenda). The WTCPUA has decided that instead of having multiple amendments to that Contract, they prefer new wholesale contracts in the form that is being presented to you now.

The original 2003 wholesale agreement contemplated several procedures and processes regarding retail water service that are now either unworkable or undesirable. For example, the wholesale agreement is very specific regarding when the City must obtain a CCN, and the wholesale contract's procedures do not now match the reality of the process. Further, the wholesale contract was very specific about rates and charges to an extent that bound the City in ways

that were not necessary. Finally, the wholesale contract did not specify the precise amount of water that would be made available to the Cannon Ranch Tract development. All of these issues are resolved by this contract for the Cannon Ranch Tract.

This agreement was negotiated over a long period of time, and will likely be the template for future wholesale agreements for developments that will be in the City's retail service area.

This is a wholesale agreement. The City recovers its expenses by billing retail water rates to the Cannon Ranch Tract and its occupants.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

Approve as presented.



**WHOLESALE WATER SERVICES AGREEMENT  
BETWEEN  
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
AND  
THE CITY OF DRIPPING SPRINGS FOR THE CANNON RANCH SUBDIVISION**

This WHOLESALE WATER SERVICES AGREEMENT (this “**Agreement**”) is made and entered into by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created pursuant to Chapter 572, Texas Local Government Code (“**WTCPUA**”) and THE CITY OF DRIPPING SPRINGS, a Texas municipality (the “**City**”).

**RECITALS**

1. WTCPUA owns and operates raw water intake and pumping system facilities, a water treatment plant, treated water storage facilities, and treated water transmission and distribution facilities which have been designed to serve the existing needs of customers in western Travis and northern Hays County, and which may be expanded and added to serve future needs of WTCPUA water customers (collectively, the “**WTCPUA Water System**”).
2. The City desires to obtain wholesale services for the treatment of raw water and delivery of potable water to City from the WTCPUA Water System for the Wholesale Service Area, as defined herein, and WTCPUA desires to provide such services to City.
3. City will be responsible for construction of all improvements necessary to deliver the potable water provided by WTCPUA under this Agreement from the Delivery Points, as defined herein, to the City’s utility system to allow the City to supply retail potable water service to the City’s customers within the Wholesale Service Area
4. Consistent with the WTCPUA Service Rules and Policies the WTCPUA issued a Service Availability Letter to the City for the Wholesale Service Area on January 21, 2021 in the amount of 396 water LUEs, as shown in **Exhibit A**.
5. Subject to the City’s compliance with the provisions of this Agreement, and to the extent indicated, WTCPUA agrees that the WTCPUA Water System will be capable of providing Wholesale Water Services, as defined in this Agreement.
6. The City represents that provision of Wholesale Water Services to the Wholesale Service Area pursuant to this Agreement is consistent with the terms and conditions of the March 11, 2003 Wholesale Water Services Agreement, as amended, between the City and the WTCPUA relating to the service areas and potential service area.
7. WTCPUA and City now desire to execute this Agreement to evidence the agreement of WTCPUA to provide Wholesale Water Services, as more fully defined herein, to City under the conditions described in this Agreement.

8. The City, for the Wholesale Service Area, acknowledges that certain water system improvements are needed, and that the City will perform, or cause to be performed, necessary improvements at no cost and expense to WTCPUA, and provide and convey, or cause to be provided and conveyed, easements, water lines, and storage and pump station sites to the WTCPUA, at no cost to WTCPUA.

## AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WTCPUA and City agree as follows:

## ARTICLE I DEFINITIONS

Section 1.01 Definitions of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

“**Agreement**” means this agreement.

“**Annual Raw Water Supply**” means the quantity of raw water purchased by City pursuant to its Raw Water Contract and allocated to the Wholesale Service Area, to be diverted, treated and delivered by the WTCPUA to the City under this Agreement and for which the City is responsible for payment under this Agreement. The Annual Raw Water Supply shall be 1710 acre-feet per annum.

“**AWWA**” means the American Water Works Association.

“**City**” means the City of Dripping Springs.

“**City System**” means the City’s water transmission, distribution and delivery systems that provide service to the City’s retail customers through the Wholesale Water Services provided under this Agreement, including any facilities required to extend service to the Wholesale Service Area from City’s side of the Delivery Points. The City System shall be owned, operated and maintained by City and shall not include the Master Meter or any facilities on WTCPUA’s side of the Delivery Points.

“**Delivery Points**” means the point or points at which WTCPUA will deliver treated water to the City under this Agreement, as depicted in Exhibit B.

“**Delivery Point Improvements**” means the installation of the tap and Master Meters at the Delivery Points, and any valves and pressure reducing devices required by WTCPUA for City to connect to and receive service from the WTCPUA Water System but does not include any facilities on WTCPUA’s side of the Delivery Points and does not include any facilities comprising the City System.

“**Effective Date**” means the last date this Agreement has been executed by both City and WTCPUA.

“**Emergency**” means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of WTCPUA. The term includes Force Majeure and acts of third parties that cause the WTCPUA Water System to be unable to provide the Wholesale Water Services agreed to be provided herein.

“**Force Majeure**” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than WTCPUA or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

“**LCRA**” means the Lower Colorado River Authority.

“**LUE**” or “**Living Unit Equivalent**” means an amount of Wholesale Water Services sufficient for one single family residential connection or its equivalent. The number of LUEs for each retail connection in the Wholesale Service Area shall be calculated based on the WTCPUA Service Rules and Policies governing the calculation of LUEs for service connections.

“**Master Meters**” means the master meters meter vault, and all metering and telemetering equipment required to measure Wholesale Water Services provided by WTCPUA pursuant to this Agreement that shall be installed by City at the Delivery Points as described in this Agreement.

“**Max Day Reservation**” means the maximum amount of water to be delivered to the City for the Wholesale Service Area on a daily basis based on the flow rates and capacity commitments established in this Agreement. The City’s Max Day Reservation for the Wholesale Service Area is 864 gallons per day per LUE.

“**Monthly Charge**” means the monthly charge by the WTCPUA to the City for the provision of Wholesale Water Services by the WTCPUA to the Wholesale Service Area as described in Section 4.04 below.

“**Parties**” means the City of Dripping Springs and the WTCPUA.

“**Raw Water Contract**” means the Water Sale Contract to be entered into between the City and the LCRA, as it may be amended, superseded or supplemented, executed on September 22, 2022.

“**Raw Water Supply**” means a minimum of 1710 acre-feet per annum of raw water that the City shall reserve from LCRA under the Raw Water Contract for the Wholesale Service Area for the provision of Wholesale Water Services.

“**TCEQ**” means the Texas Commission on Environmental Quality or its successor agency.

“**USFWS MOU**” means the “Memorandum of Understanding” between the LCRA and the United States Fish and Wildlife Service, dated May 24, 2000, and the “Settlement Agreement and Stipulation of Dismissal” from the lawsuit Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS).

“**Water Impact Fee**” means a charge imposed per water LUE in accordance with Chapter 395 of the Local Government Code for funding the costs of water capital improvements or facility expansions necessary to serve the Wholesale Service Area in the amount set forth in the WTCPUA Service Rules and Policies and as amended from time to time by the WTCPUA Board of Directors.

“**Wholesale Water Services**” means the diversion of the Raw Water Supply from the Colorado River, the transmission of the Raw Water Supply to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Points.

“**Wholesale Service Area**” means the territory more particularly described or depicted in **Exhibit B** attached hereto, shown as the property located within the Cannon Ranch Subdivision which the Parties contemplate to be a mixed use residential and commercial development.

“**WTCPUA**” means the West Travis County Public Utility Agency or its successor.

“**WTCPUA Service Rules and Policies**” means the WTCPUA’s Schedule for Rates, Fees, and Charges, the WTCPUA Service and Development Policies, and any other rules or policies applicable to the provision of wholesale treated water service, as amended by the WTCPUA Board of Directors from time to time.

“**WTCPUA Service Area**” means the service area for the WTCPUA Water System, as depicted in the WTCPUA Service Rules and Policies, together with such other service areas as may be added by WTCPUA in the future.

“**WTCPUA Water System**” means the facilities owned and operated by WTCPUA, as described in this Agreement, together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide water or Wholesale Water Services to WTCPUA’s customers in the WTCPUA Service Area, including the Delivery Point Improvements. The WTCPUA Water System does not include any improvements on City’s side of the Delivery Point for purposes of this Agreement, and does not include any facilities used by WTCPUA solely to provide retail potable water service, such as costs of retail distribution lines and related valves, pressure reducing devices, pressure boosting facilities and improvements; retail meters and taps and individual retail customer service lines.

“**WTCPUA Water Conservation and Drought Contingency Plan**” means, collectively, the WTCPUA Water Conservation Plan and the WTCPUA Drought Contingency Plan, as may be amended by the WTCPUA Board of Directors from time to time. A copy of the WTCPUA Water

Conservation and Drought Contingency Plan in effect as of the Effective Date is attached hereto as **Exhibit C**.

**Section 1.02 Captions**. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

## **ARTICLE II** **PROVISION OF WHOLESALE WATER SERVICES**

**Section 2.01 Wholesale Water Services**. WTCPUA agrees to provide Wholesale Water Services to the City for the Annual Raw Water Supply to serve the Wholesale Service Area in accordance with the flow limitations and other provisions of this Agreement, including the provisions located in Article III, all as hereafter specified. The Parties agree that this Agreement contemplates total ultimate service to, but not in excess of, 396 LUEs of Wholesale Water Services in the Wholesale Service Area.

**Section 2.02 City Responsible for Retail Connections**. City will be solely responsible for providing retail water service within the Wholesale Service Area. City shall not provide or sell water received under this Agreement to any entity, private or public, other than the City's retail customers located within the Wholesale Service Area. City will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the WTCPUA Service Rules and Policies, and for the proper and lawful application of City's policies and regulations governing connection to the City System.

**Section 2.03 Diversion of Water; Primary Source**.

- a. WTCPUA agrees to provide Wholesale Water Services to City for the Raw Water Supply purchased by the City from LCRA pursuant to the Raw Water Contract in accordance with the terms provided in this Agreement.
- b. It shall be the City's sole responsibility to secure and maintain the right for WTCPUA to divert and use water under the Raw Water Contract as may be necessary in order for WTCPUA to provide Wholesale Water Services to the City. Water made available under the Raw Water Contract and provided through the Wholesale Water Services furnished by WTCPUA pursuant to this Agreement will be used by City in order to provide potable water service within the Wholesale Service Area prior to the use of potable water obtained from any other source.
- c. WTCPUA, by entering into this Agreement with City, does not confer upon City, and City, as a result of this Agreement, shall never have or claim, any interest in raw water owned or controlled by WTCPUA.
- d. The Parties agree that the Master Meters shall be utilized for purposes of measuring the quantity of raw water purchased by the City under the Raw Water Supply Contract, and the WTCPUA agrees to fully cooperate with the City for purposes of furnishing all Master

Meter readings to LCRA for City billing and payment purposes under the Raw Water Contract.

Section 2.04 Title to and Responsibility for Water; Delivery Points.

- a. Title to the water diverted, treated, and transported to City by WTCPUA under this Agreement shall remain with WTCPUA at all times until it reaches the Delivery Points. At the Delivery Points, title, control, and dominion of the water shall pass to the City.
- b. City shall be solely responsible for conveying water from the Delivery Points to the City's intended places of use. Upon request by the City and at the City's cost and expense, the Delivery Points may be changed by written amendment to this Agreement.

Section 2.05 Quantity and Pressure.

- a. Subject to the terms of this Agreement, including Section 2.01 above and Article III below, WTCPUA agrees to divert, transport and treat for City all water needed and requested by City for the Wholesale Service Area, up to, but not in excess of (i) the Raw Water Supply; (ii) a maximum daily flow rate of 342,144 gallons per day, (iii) a maximum hourly rate of 14,256 gallons per hour; and (iv) the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time). WTCPUA agrees that the Wholesale Water Services shall be delivered at a delivery pressure necessary to maintain a minimum pressure of 35 psi to the Delivery Points under normal operating conditions. WTCPUA reserves the right to require the City, at its expense, to install flow restriction devices at such locations as WTCPUA may reasonably specify if necessary in order to restrict the flow of water to City to the specified levels.
- b. If the demands of City for Wholesale Water Services ever exceed the amount specified in this Agreement, then City shall notify WTCPUA of the amount of additional potable water needed. If WTCPUA is unable to provide the additional water required by City, City, at its option, may acquire additional water from other sources so long as the addition of such other sources does not conflict with or impact the WTCPUA Water System or the collection of Water Impact Fees.
- c. The City, at any time and upon first giving WTCPUA sixty (60) days prior written notice, may reduce the Annual Raw Water Supply. The written notice furnished by City to WTCPUA shall specify the number of LUEs to be released. In the event of any such reduction, WTCPUA's obligation to provide Wholesale Water Services shall be reduced accordingly. Notwithstanding the foregoing, the City shall not reduce its Annual Raw Water Supply for the Wholesale Service Area to a quantity less than 1710 acre-feet per year without the written approval of the WTCPUA.

Section 2.06 Quality of Water Delivered to City. The water delivered by WTCPUA at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations, or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use. Each Party agrees to provide to the other Party, in a timely manner, any information or data regarding this Agreement or the

quality of treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

Section 2.07 Maintenance and Operation; Future Construction. WTCPUA shall be responsible for operating, maintaining, repairing, replacing, extending, improving, and enlarging the WTCPUA Water System, including the Master Meters, in good working condition and shall promptly repair any leaks or breaks in the WTCPUA Water System. City shall be responsible for operating, maintaining, repairing, replacing, extending, improving, and enlarging the City System in good working condition and shall promptly repair any leaks or breaks in the City System.

Section 2.08 Rights and Responsibilities in Event of Leaks or Breaks. City shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Points even if such water passed through the Delivery Points as a result of leaks or breaks in the City System. In the event a leak, break, rupture or other defect occurs within the City System that could either endanger or contaminate the WTCPUA Water System or prejudice WTCPUA's ability to provide water service to its other customers, WTCPUA, after providing reasonable notice to City and an opportunity for consultation, shall have the right to take reasonable, appropriate action to protect the public health or welfare of the WTCPUA Water System or the water systems of WTCPUA's customers including, without limitation, the right to restrict, valve off or discontinue service to City until such leak, break, rupture or other defect has been repaired.

Section 2.09 Wholesale Service Commitment Not Transferable. WTCPUA's commitment to provide Wholesale Water Services is solely to City and solely for the Wholesale Service Area. City may not assign or transfer in whole or in part its right to receive Wholesale Water Services without WTCPUA's prior written approval. Notwithstanding the foregoing, the WTCPUA reserves the right to provide water service to other properties located within the WTCPUA Service Area, as may be amended from time to time.

Section 2.10 Conservation and Drought Planning. City, by signing below, certifies that it has adopted a water conservation plan and a drought contingency plan in compliance with TCEQ rules, 30 Texas Administrative Code, Chapter 288, and that the provisions of such plans are at least as stringent as the provisions of the WTCPUA Water Conservation and Drought Contingency Plan. City agrees that it will enforce such water conservation plan and drought contingency plan in the Wholesale Service Area.

Section 2.11 Plumbing Regulations. To the extent WTCPUA and City have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection nor other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows it to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices.

Section 2.12 Curtailment of Service. The Parties agree that, if water service is curtailed by WTCPUA to other similarly situated customers of the WTCPUA Water System, WTCPUA may impose a like curtailment, with notice to City, on Wholesale Water Services delivered to City

under this Agreement. WTCPUA will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit WTCPUA from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an Emergency circumstance. The City acknowledges and agrees that the WTCPUA's provision of Wholesale Water Services under this Agreement is subject to applicable provisions of the WTCPUA Water Conservation and Drought Contingency Plan.

Section 2.13 Fire Flows. The City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Wholesale Service Area. As such, the City is solely responsible for the installation and maintenance of any water improvements necessary to provide fire flows to the Wholesale Service Area. Such improvements, if installed, shall be located on the City's side of the Delivery Points.

Section 2.14 Cooperation During Maintenance or Emergency. City will reasonably cooperate with WTCPUA during periods of Emergency or required maintenance.

Section 2.15 Right of Entry. City agrees to provide WTCPUA the right of entry and access to the City System at all reasonable times upon prior notice in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Water Services.

Section 2.16 Confirmation of Service Availability. When requested by City, the WTCPUA shall issue letters of service availability or other evidence of service commitment consistent with the City's obligations under this Agreement, to a developer in the City, such developer's lenders, prospective purchasers, the applicable governing municipal jurisdiction, or any other governmental entity having jurisdiction over development in the Wholesale Service Area.

Section 2.17 Maintenance of Raw Water Supply. City shall be responsible for maintaining compliance with its Raw Water Contract. In the event the LCRA terminates or suspends the Raw Water Supply to the City for any reason, WTCPUA may similarly terminate or suspend its provision of Water Services under this Agreement. The WTCPUA shall not commence Wholesale Water Services to the Wholesale Service Area until the Raw Water Contract is fully executed and effective or amended to include the Raw Water Supply.

**ARTICLE III**  
**CONSTRUCTION OF IMPROVEMENTS AND METERING PROVISIONS;**  
**CONVEYANCE OF 1340 EST SITE**

Section 3.01 City to Construct Points of Delivery Improvements, Master Meter. As a condition precedent to the commencement of Wholesale Water Services by the WTCPUA, the City shall install, or cause the installation of, the Points of Delivery Improvements, including the Master Meters, at or near each of the Delivery Points. The design, location, and installation of the Points of Delivery Improvements are subject to prior review and written approval by WTCPUA, which approval shall not be unreasonably withheld, denied or delayed provided the facilities comply with



applicable standards of the TCEQ and the WTCPUA. WTCPUA acknowledges that timely review and approval of the plans for the Points of Delivery Improvements are necessary in order for City to begin providing service as contemplated by this Agreement. The WTCPUA agrees to review all plans and either approve the plans or provide written comments specifically identifying the required changes within a reasonable amount of time from the submittal, provided that all submittals are complete. After completion of installation of the and Points of Delivery Improvements and inspection and written acceptance by the WTCPUA, City shall, as a condition precedent to this Agreement, dedicate and convey the Points of Delivery Improvements to WTCPUA free and clear of any liens, claims and encumbrances and execute an appropriate document in form and substance reasonably acceptable to WTCPUA evidencing the dedication and conveyance. The Points of Delivery Improvements shall be located in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. Thereafter, the Points of Delivery Improvements will be part of the WTCPUA Water System, and WTCPUA will repair, maintain, and replace the Points of Delivery Improvements. The WTCPUA shall not commence Wholesale Water Services to the Wholesale Service Area until the Points of Delivery Improvements are accepted by and conveyed to the WTCPUA.

Section 3.02 Master Meter Accuracy; Calibration.

(a) The Master Meters shall be calibrated each calendar year by the WTCPUA, and the City shall reimburse the WTCPUA its reasonable costs associated with such calibration. The WTCPUA shall provide not less than 48 hours prior written notice of each such calibration, and a representative of the City may be present to observe each calibration.

(b) The Master Meters may be calibrated at any reasonable time by either party to this Agreement, provided that the party making the calibration notifies the other party in writing at least five days in advance and allows the other party to witness the calibration. In the event any question arises at any time as to the accuracy of the Master Meter, but not more than a frequency of once per consecutive 12-month period without mutual consent of both parties, then the Master Meter shall be tested by WTCPUA promptly upon request by the City. The expense of such test shall be borne by City if the Master Meter is found to be within AWWA and manufacturer's standards of accuracy for the type and size of meter, and by WTCPUA if the Master Meter is found to not be within AWWA and manufacturer's standards for the type and size of meter.

(c) If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of AWWA and manufacturer's standards for the type and size of meter), the readings of the Master Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon and WTCPUA shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- (1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- (2) a period extending back one-half of the time elapsed since the last previous test;

The records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

## **ARTICLE IV** **RATES AND CHARGES**

### **Section 4.01 Wholesale Water Rates, Fees, and Charges**

(a) City will pay WTCPUA for the Wholesale Water Services provided under this Agreement based on rates, charges and fees for the Wholesale Water Services set by the WTCPUA Board of Directors and amended from time to time. The WTCPUA shall provide Wholesale Water Supply to the City for the Wholesale Service Area in an amount not to exceed 396 LUEs as measured at the Delivery Points. The Parties agree that pursuant to the Agreement, the City shall provide retail potable water utility service for the Wholesale Service Area in the amount of 396 LUEs.

For purposes of this Agreement, the average daily water use within the Wholesale Service Area, as measured at the Delivery Points, shall not exceed 450 gallons per day per LUE or a total of 178,200 gallons per day (i.e., 65.04 million gallons per year) for 396 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Delivery Points exceed 65.04 million gallons per year, the WTCPUA may assess, and the City agrees to pay a water surcharge for water used that is in excess of 65.04 million gallons.

In addition, the maximum or peak day water use for the Wholesale Service Area, as measured at the Delivery Points, shall not exceed 864 gallons per day per LUE, or 342,144 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 342,44 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow of controller to restrict or limit the maximum flow to the Property to a maximum of 2036 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 342,144 gallons per day.

(b) The City shall be solely responsible for establishing, billing, and collecting water or other rates, charges, and fees from customers within the Wholesale Service Area in accordance with applicable law. Failure to collect from its customers will not affect the City's obligation to make all payments due to the WTCPUA.

### **Section 4.02. Rates and Charges.**

(a) The WTCPUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Monthly Charge and Volume Charge for each wholesale customer, including the City for the Wholesale Service Area, and may be adjusted from time to time by the WTCPUA's Board of Directors.

(b) The City shall pay to the WTCPUA a Monthly Charge for each full calendar month in accordance with Section 4.04(b). The Monthly Charge has been designed primarily to recover allocated pro-rata debt service for installment payments to the LCRA, including interest, and for the City's pro-rata share of debt related to capital costs, including interest, for facilities necessary to maintain and expand WTCPUA System capacity to serve the Wholesale Service Area, including costs for rehabilitation and regulatory improvements which may be necessary to provide continuous and adequate service. Upon the effective date of this Agreement, the initial Monthly Charge for the City for the Wholesale Service Area will be \$9,672.81 per year, or \$ 806.07 per month. The Monthly Charge shall be assessed by the WTCPUA on a monthly basis. The absorption (i.e., build-out) schedule used as part of the Monthly Charge calculation for the Wholesale Service Area is thirty (30) years, and based on the schedule incorporated as **Exhibit D**. The City shall pay the Monthly Charge regardless of whether build-out within the Wholesale Service Area meets the absorption schedule used to develop the Monthly Charge.

(c) The City shall pay to the WTCPUA a monthly Volume Charge for the diversion, transportation, treatment, and delivery of the actual amount of water delivered to the City for the Wholesale Service Area, as measured by the Master Meter at each Delivery Point. The Volume Charge shall recover the City's pro-rata portion of the WTCPUA's expenses associated with operating and maintaining the WTCPUA System, including system raw water loss. The Effective Date of this Agreement, the initial monthly Volume Charge will be \$1.57 per thousand gallons used. The Volume Charge does not include any charges for raw water, and the City shall remain liable for such costs under the Raw Water Contract with LCRA.

(d) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City's monthly operating reports indicating the City's peak day consumption for the Wholesale Service Area. At any time, the WTCPUA may also install, at its sole discretion, a max-day meter and/or a flow regulator on the City System, including for the Wholesale Service Area, to assess or control actual maximum daily demands by the City.

(e) If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City for the Wholesale Service Area, the City will be subject to a surcharge as determined by the WTCPUA Service Rules and Policies.

#### Section 4.03 Amendment of Wholesale Rates, Fees and Charges, Notice to and Review by City.

(a) WTCPUA may amend the Monthly Charge, the Volume Charge, and Water Impact Fees from time to time as approved by the WTCPUA Board of Directors.

(b) City will have the right to inspect and copy, at its expense, WTCPUA's books and records to verify any statement, billing, charge, computation, or demand made to City by WTCPUA. WTCPUA agrees to make all such information available to City for inspection and copying with reasonable promptness during normal business hours.

#### Section 4.04 Volume and Minimum Monthly Charges.

(a) WTCPUA will measure water flows monthly based on monthly readings of the Master Meters. The total of these amounts multiplied by the Volume Charges will be used by WTCPUA to compute the monthly bill for the Volume Charges.

(b) Upon the effective date of this Agreement, the City will commence payment to the WTCPUA of the Minimum Monthly Charge based on the absorption schedule provided as **Exhibit D**.

(c) For each monthly billing period, WTCPUA will forward to City a bill providing a statement of the total Minimum Monthly Charge and Volume Charges owed by City for Wholesale Water Services provided to City during the previous monthly billing period. City will pay WTCPUA for each bill submitted by WTCPUA to City by check or bank-wire on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice or can be hand-delivered to WTCPUA's administrative office in Travis County, Texas, upon prior arrangement. If payments will be made by bank-wire, City shall verify wiring instructions. Payment must be received at WTCPUA's administrative office or bank by the due date in order not to be considered past due or late. In the event City or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, City shall pay late payment charges in accordance with WTCPUA Rules and Policies on the unpaid balance of the invoice.

(d) With respect to the Volume Charge and Minimum Monthly Charge, if WTCPUA has not received payment from City by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, WTCPUA will notify City, or its assignee responsible for payment in accordance with this Agreement, of such delinquency in writing, if City or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from WTCPUA, then WTCPUA may, at its discretion, terminate or reduce the level of Wholesale Water Services to City until payment is made.

#### Section 4.05 Water Impact Fees.

(a) City shall be obligated to pay WTCPUA, or cause to be paid, a Water Impact Fee for each new retail water customer that connects to the City System within the Wholesale Service Area and receives water provided under this Agreement. For the term of this Agreement, the Water Impact Fee will be the amount established from time to time in the WTCPUA Service Rules and Policies and as authorized by Chapter 395 of the Local Government Code. The Water Impact Fee paid for each new retail water connection to the City System within the Wholesale Service Area shall be due and payable to WTCPUA within 45 days after the end of the calendar month in which the new retail water connection is made.

(b) Within 45 days after the end of each calendar month, City shall submit a monthly report to WTCPUA, reflecting the new customer(s), service address(es), meter size(s) and number of LUE(s) for which payment of a Water Impact Fee is being made. The WTCPUA reserves the right to audit all City's submitted data and modify the City's claimed LUE calculations in

accordance with the WTCPUA Services Rules and Policies. If no new connections have been made, the monthly report will still be required, but will reflect that there have been no changes from the prior reporting period. If City fails to submit any report within the time period required by this Agreement, WTCPUA may assess City a \$50 late charge per customer account not reported. Unless changed by written notice in accordance with Section 9.09, the Water Impact Fees and monthly reports required by subsection 5.05 and this subsection will be submitted to the following address:

Jennifer Riechers, General Manager  
 West Travis County Public Utility Agency  
 13215 Bee Cave Parkway  
 Building B, Suite 110  
 Bee Cave, Texas 78738  
 jriechers@wtcpua.org

(c) The Water Impact Fee has been designed to fund or recover all or a part of the costs of the WTCPUA Water System for capital improvements or facility expansions intended to serve “new development” (as that term is defined in the Texas Impact Fee Law, Chapter 395 of the Texas Local Government Code) in the WTCPUA Service Area and, upon payment, City will have a guaranteed reservation of capacity in the WTCPUA Water System, to serve the Wholesale Service Area, for the number of LUEs for which a Water Impact Fee has been paid. The Water Impact Fee will be reasonable and just and established as required by law and in accordance with the provisions of this Agreement.

(d) City shall be responsible for payment to LCRA for the availability and supply of raw water under the Raw Water Contract.

Section 4.06 Protests, Disputes or Appeals. Nothing in this Agreement is intended to limit, impair or prevent any right of City to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to the City under this Agreement.

Section 4.07 City Water Rates and Charges. City will determine and charge its retail water customers such rates as are determined by its governing body. During the term of this Agreement, City will fix and collect rates and charges for retail water service that are, in the opinion of its governing body, sufficient, together with any other revenues available to City, to produce the amount necessary to operate, repair, and maintain the City System, and to pay the cost of Wholesale Water Services from WTCPUA. City will establish retail rates consistent with AWWA ratemaking principles. City will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.08 City Water Impact Fees. The Parties acknowledge that City has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, taxes, or other charges as its governing body will deem appropriate in addition to the Water Impact Fee. This Agreement will not be construed to require, limit, or restrict the governmental power of City to implement the

same. City will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, taxes, rates, and charges City elects to charge are in compliance with applicable law.

Section 4.09 Verification of City Connections. For verification of the Water Impact Fees paid to WTCPUA and for any other purpose, City will make available for inspection and copying during regular business hours, at WTCPUA's expense, all records for retail connections to the City System. In addition, WTCPUA will have the right to inspect the City System at any time, at WTCPUA's sole expense, after giving City written notice of its intention to inspect and allowing the opportunity for City to be present, to verify the type and amount of retail connections made or the condition of the City System and City will provide lawful access to WTCPUA for this purpose.

Section 4.10 Additional Required Notices. In addition to the monthly reports required by Section 4.05(b) above, City shall:

(a) Provide to WTCPUA a copy of each final subdivision plat of property within the Wholesale Service Area.

(b) Provide to WTCPUA by June 1 of every year during the term of this Agreement a report setting forth: (i) the total number of retail water service connections within the Wholesale Service Area as of April 1 of the same year; and, (ii) the total number of new retail water service connections to the City System during the prior annual period ending April 1 of the same year, which connections shall be set forth in LUEs as determined by WTCPUA Service Rules and Policies.

(c) Reports provided pursuant to this Section shall be provided substantially in the form attached as **Exhibit E**.

## **ARTICLE V** **REGULATORY COMPLIANCE**

Section 5.01 Agreement Subject to Applicable Law. The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 5.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

**ARTICLE VI**  
**TERM, TERMINATION, DEFAULT, REMEDIES**

**Section 6.01 Term and Termination.** This Agreement shall become effective upon the Effective Date and shall extend for a term of forty (40) years unless terminated earlier as provided herein. Provided the City provides at least twelve (12) months written notice to the WTCPUA, it may renew this Agreement for one additional term of forty (40) years. WTCPUA may terminate this Agreement upon written notice to City for any of the 396 LUEs for which a Water Impact Fee has not been paid in accordance with this Agreement by the fifteenth anniversary of the Effective Date. WTCPUA agrees that the City may prepay or cause to be prepaid Water Impact Fees no earlier than ten (10) years from the Effective Date but prior to such expiration in order to preserve the WTCPUA's service obligation with respect to such prepaid LUEs. To the extent any prepaid Water Impact Fees relate to real property that has not received final subdivision plat approval as of the date of payment, and the WTCPUA subsequently increases the amount of the Water Impact Fee between the date of prepayment and the date of final subdivision plat approval, then the incremental amount of the Water Impact Fee not prepaid shall be paid to WTCPUA within 45 days after the end of the calendar month in which the new retail water connection is made for the connection in accordance with the terms of Section 4.05 of this Agreement. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement.

**Section 6.02 Default.**

(a) In the event City shall default in the payment of any amounts due to WTCPUA under this Agreement, or in the performance of any material obligation to be performed by City under this Agreement, then WTCPUA shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, WTCPUA shall have the right to temporarily limit Wholesale Water Services to City under this Agreement pending cure of such default by City and also to pursue any remedy available at law or in equity, pending cure of such default by City. Anything herein to the contrary notwithstanding, any Water Impact Fees paid to WTCPUA under this Agreement after the effective date of WTCPUA's written notice which are accepted by WTCPUA, or which are awarded as a remedy to WTCPUA shall increase the number of LUEs for which WTCPUA will provide Wholesale Water Services in accordance with this Agreement.

(b) In the event WTCPUA shall default in the performance of any material obligation to be performed by WTCPUA under this Agreement, then City shall give WTCPUA at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the City shall have the right to pursue any remedy available at law or in equity, pending cure of such default by WTCPUA. In the event such default remains uncured for an additional 180 days, then City shall, in addition to and not in lieu of any other remedies available to City, have the right to notify WTCPUA that City intends to take a more limited amount of Wholesale Water Services from WTCPUA (which shall be at least the amount WTCPUA is then able to provide to City) and City may then obtain other water or Wholesale Water Services from another provider or may take appropriate action to supply itself with additional water or Wholesale Water Services upon giving WTCPUA written notice of its intent to do so.

**ARTICLE VII**  
**GENERAL PROVISIONS**

**Section 7.01 Assignability.** Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

**Section 7.02 Amendment.** This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of City and WTCPUA and executed by duly authorized representatives of each.

**Section 7.03 Necessary Documents and Actions.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

**Section 7.04 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties, and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Services by WTCPUA to City for the Wholesale Service Area. In the event of a conflict between this Agreement and the Service Availability Letter, attached as **Exhibit A**, this Agreement controls. The City has the right to provide water service to the Wholesale Service Area and, accordingly, the Wholesale Service Area is not required to be added to the City's Certificate of Convenience and Necessity as a condition of service.

**Section 7.05 Applicable Law.** This Agreement will be construed under and in accordance with the laws of the State of Texas.

**Section 7.06 Venue.** All obligations of the Parties created in this Agreement are performable in Travis County, Texas, and venue for any action arising under this Agreement will be in Travis County, Texas.

**Section 7.07 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

**Section 7.08 Duplicate Originals.** This Agreement may be executed in duplicate originals each of equal dignity.

**Section 7.09 Notices.** Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery and by email to the address of the other party shown below:

City: Deputy City Administrator  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620



WTCPUA: Jennifer Riechers, General Manager  
 West Travis County Public Utility Agency  
 13215 Bee Cave Parkway  
 Building B, Suite 110  
 Bee Cave, Texas 78738  
 jriechers@wtcpua.org

With copy to: Lauren Kalisek  
 Lloyd Gosselink Rochelle & Townsend, PC  
 816 Congress Avenue, Suite 1900  
 Austin, Texas 78701  
 Email: lkalisek@lglawfirm.com

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 7.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval, or similar action will not be unreasonably withheld or delayed.

Section 7.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 7.12 Records. WTCPUA and City each agree to preserve, for a period of at least two years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. WTCPUA and City shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 7.13 State Approval; Compliance with TCEQ Rules; MOU Compliance.

(a) Each party represents and warrants that the plans and specifications for its respective system have been or will be approved by the TCEQ or its successors. Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract, including the requirements of 30 Texas Administrative Code, Section 290.45(f). The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ.

If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

(b) City agrees that it will provide retail water service to the Wholesale Service Area in a manner that complies with the USFWS MOU. The City agrees to provide written documentation to WTCPUA detailing the manner and method in which it will comply with the USFWS MOU.

Section 7.14 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 7.15 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination, or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 7.16 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 7.17 Other Agreements. Nothing in this Agreement shall be construed as amending, modifying, or limiting the rights and obligations of the Parties under any other agreements between the Parties.

Section 7.18 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A Service Availability Letter
- Exhibit B City of Dripping Springs Northeast Quadrant Master Water Plan Exhibit
- Exhibit C WTCPUA Water Conservation and Drought Contingency Plan
- Exhibit D Wholesale Service Area Absorption Schedule
- Exhibit E Annual Reporting Form on Service Connections

Section 7.19 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Walt Smith, Secretary

**CITY OF DRIPPING SPRINGS**

By: \_\_\_\_\_  
Bill Foulds, Jr. Mayor

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Andrea Cunningham, City Secretary

**City of Dripping Springs – Canon Ranch Wholesale Service Area**  
**New Customer Connections**  
**For Period**

\_\_\_\_\_ (fill in period covered by report)

Connection Date	New Customer Name	Service Address	Meter Size	LUEs	Connection Fee Due	Connection Fee Credit Applied	Net Connection Fee Due
<b>TOTAL</b>							

**Submit form and applicable payment due monthly to:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

IF NO CONNECTIONS WERE MADE AND/OR IF NO CONNECTION FEE PAYMENT IS DUE TO WTCPUA FOR THE REPORTING PERIOD, THIS FORM MUST STILL BE FILLED OUT (WITH PERIOD IDENTIFIED AT TOP) AND SUBMITTED TO WTCPUA.

# Exhibit A



## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway  
 Building B, Suite 110  
 Bee Cave, Texas 78738  
 Office: 512/263-0100  
 Fax: 512/263-2289  
 wtcpua.org

January 21, 2021

Ms. Ginger Faught  
 City of Dripping Springs  
 511 Mercer St.  
 Dripping Springs, TX 78620

Re: Service Availability  
 Cannon Ranch  
 100 Cannon Ranch Rd.  
 Dripping Springs, TX  
 WTCPUA Project # 290-20-027

Dear Ms. Faught:

The West Travis County Public Utility Agency (WTCPUA) as the wholesale water utility provider for the referenced application, has completed its review of requested water service dated July 23, 2020 by the City of Dripping Springs. This property is subject to the *Wholesale Water Services Agreement between Lower Colorado River Authority and City of Dripping Springs* ("Service Agreement") dated March 11, 2003 as assigned. In accordance with West Travis County Public Utility Agency Water and Sewer Service and Development Policies, the WTCPUA will provide a total level of service allocation of 396 LUEs of water allocation is approved subject to the Owner and Developer complying with the Service Extension Request (SER) Conditions below:

### SER CONDITIONS

1. The Owner and Developer are subject to the terms and conditions of *West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Service*, known as the WTCPUA Rate Tariff, as amended from time to time by the Board of Directors of the West Travis County Public Utility Agency;
2. Wholesale water service is subject to the Owner/Developer filing an application to the appropriate and competent jurisdiction and obtain approval to add to its current *Certificate of Convenience and Necessity* all the Property as described herein for the Exclusive Right to provide potable water service to the Property;
3. Wholesale water service is subject to the Owner entering into an *Amended and Restated Wholesale Water Service Agreement* with the WTCPUA enumerating, specifying, documenting and clarifying certain

elements of the Agreement including, but not limited to, wholesale rates, Point of Delivery, extensions of service, etc.— alternately, the WTCPUA would provide retail service should the City elect not to;

4. The Owner and/or Applicant completes the review process of technical plans associated with necessary modifications to the existing WTCPUA infrastructure due to the Project and new facilities necessary to facilitate the delivery of wholesale water service to the Owner;
5. The Owner and/or Applicant or the WTCPUA constructs, at Applicant's sole cost and expense, all water service extensions of facilities necessary to facilitate wholesale service to the Property, including but not limited to:
  - a. A minimum 16" water line for interim from the 1420 pressure plane infrastructure at US290, in the vicinity of or directly from the WTCPUA 1420 Elevated Storage Tank;
6. The WTCPUA inspects and accepts such facilities and Owner and/or Applicant conveys such facilities to the WTCPUA;
7. Owner and/or Applicant shall coordinate with the WTCPUA on investigation of a potential elevated storage tank (EST) site, the location of which shall be mutually agreed to, for potential construction of a WTCPUA 1340 EST that may be a part of the WTCPUA CIP.
8. The Applicant, at its sole cost and expense, grants to the WTCPUA all exclusive-use easements necessary for the WTCPUA to own and operate the facilities in a form and manner acceptable to the WTCPUA;
9. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
10. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
11. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
12. The Applicant shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
  - Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
  - TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
  - U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;
13. The Owner and/or Applicant pays all applicable fees and charges associated with the extension of service; and,



14. The Owner and/or Applicant follows and complies with all applicable WTCPUA rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.

Please be advised that conditions may change over time and the WTCPUA will not reserve or commit water capacity to the Property until all conditions listed above are met. Also, please be advised that the WTCPUA will not provide direct fire flow service to the Property, and, as such, the Applicant may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

If you have any questions concerning this matter, please do not hesitate to contact me.

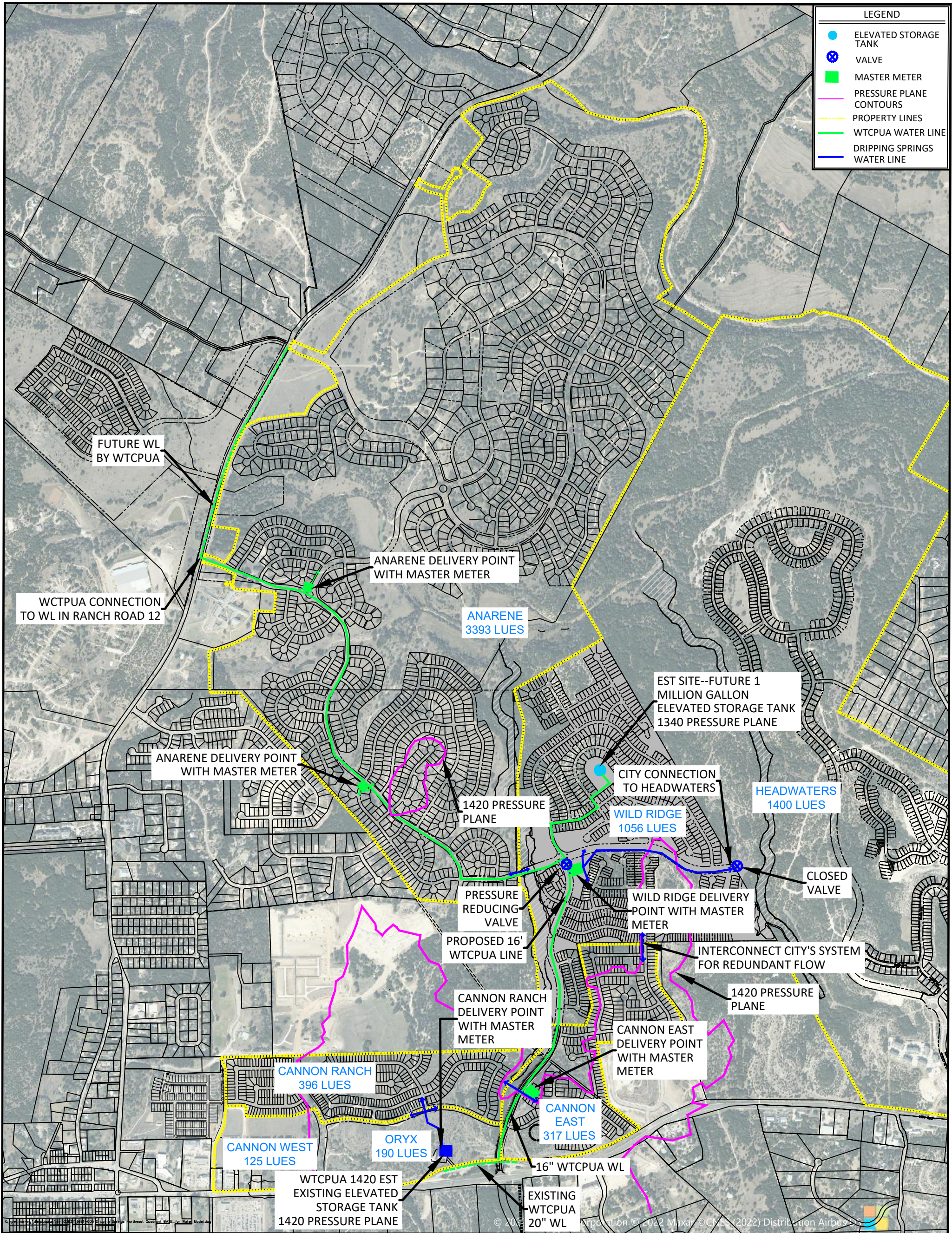
Sincerely,



Jennifer Riechers  
General Manager

- Cc: Reuben Ramirez  
Tricia Altamirano  
Jennifer Smith  
Keli Kirkley  
Jennifer Riechers  
Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.  
George Murfee, Murfee Engineering Company, Inc.

# Exhibit B



# Exhibit C

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WATER CONSERVATION & DROUGHT CONTINGENCY PLAN

for the

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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July 2013  
Amended October 2014  
Amended April 2019  
Amended August 2019  
Amended September 2022

Prepared by:  
West Travis County Public Utility Agency  
and  
Malone/Wheeler, Inc.  
Texas Registered Engineering Company No. F-786  
5113 Southwest Parkway, Suite 260  
Austin, Texas 78735

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## 1.0 INTRODUCTION

The West Travis County Public Utility Agency (WTCPUA) has developed this Water Conservation and Drought Contingency Plan (Plan) for its treated water utility systems to manage public water resources efficiently and to plan appropriate responses to emergency and drought conditions. This Plan fulfills requirements of the Texas Administrative Code (TAC), Title 30, §§288.2, 288.20 and 288.22, regarding water conservation and drought contingency planning for municipal water suppliers. Appendix A provides details on how the Water Conservation and Drought Contingency Plan adheres to the TAC requirements for water conservation and drought contingency plans. The Plan recognizes that conservation is a valuable tool in managing water and wastewater utility systems. Water conservation can extend available water supplies; reduce the risk of shortage during periods of extreme drought; reduce water and wastewater utility operating costs; improve the reliability and quality of water utility service; reduce customer costs for water service; reduce wastewater flows; improve the performance of wastewater treatment systems; enhance water quality and protect the environment.

### 1.1 Authorization and Implementation

The WTCPUA Board of Directors is authorized and directed to implement the applicable provisions of this Plan. The WTCPUA Board of Directors has the authority to initiate and terminate drought or other water supply emergency response measures as described in this Plan.

Further, the WTCPUA Board of Directors designates the General Manager to act as administrator of this Plan. The administrator will oversee the implementation of the program and will be responsible for ensuring that staff keeps adequate records for program verification. LCRA water conservation staff will assist with implementation of programs and projects described in this Plan.

### 1.2 Public Involvement

This Plan is based on the *2014 Raw Water Conservation Plan*, the *2019 Drought Contingency Plan for Firm Water Customers*, the *2013 Drought Contingency Plan Rules for Water Sale Contracts*, and the *2015 Water Conservation Plan Rules for Water Sale Contracts*. All customers in the service area of the utilities were provided an opportunity for input through the LCRA and WTCPUA adoption processes. Any future revisions to this Water Conservation and Drought Contingency Plan will be made through a process that includes the opportunity for public participation.

### 1.3 Application

This Plan applies to treated (potable) water utility systems, both wholesale and retail, owned and operated by WTCPUA.

## 1.4 Coordination with Regional Water Planning Groups

The service area of the WTCPUA is located within the Lower Colorado Regional Water Planning Area and WTCPUA will provide a copy of this Plan to LCRA, the Lower Colorado Regional Water Planning Group (Region K) and applicable governmental entities.

## 2.0 DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

**Aesthetic water use:** water use for ornamental or decorative features such as fountains, reflecting pools and water gardens.

**Agriculture water use:** water use for fruit and vegetable gardens.

**Conservation:** those practices, techniques, and technologies that reduce water consumption; reduce the loss or waste of water; improve the efficiency in water use; and increase the recycling and reuse of water so that supply is conserved and made available for future use.

**Customer:** any person, company, or organization using water supplied by WTCPUA.

**Domestic water use:** use of water by an individual or a household to support its domestic activity. Such use may include consumption, washing, or cooking; irrigation of lawns, family garden or orchard; consumption by animals; and recreation including fishing, swimming, and boating. If the water is diverted, it must be diverted solely through the efforts of the user. Domestic use does not include water used to support activities for which consideration is given or received or for which the product of the activity is sold.

**Industrial water use:** water used in commercial processes, including commercial fish and shellfish production and the development of power by means other than hydroelectric. This does not include agricultural use.

**Landscape irrigation use:** water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

**Livestock water use:** water used for the open-range watering of livestock, exotic livestock, game animals or fur-bearing animals. For purposes of this definition, the terms "livestock" and "exotic livestock" are to be used as defined in § 142.001 of the Agriculture Code, and the terms "game animals" and "furbearing animals" are to be used as defined in §63.001 and §71.001, respectively, of the Parks and Wildlife Code.



**“New landscape” means:**

- a. Installed during construction of a new house, multi-family building, or commercial building;
- b. Installed as part of a governmental entity’s capital improvement project; or
- c. Alters more than one-half of the area of an existing landscape.

**Non-essential water use:** water uses that are not essential or are not required for the protection of public health, safety and welfare, such as:

- a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except for as otherwise provided under this Plan;
- b. Washing any motor vehicle, motorbike, boat trailer, airplane, or other vehicle;
- c. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. Washing buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Filling, refilling, or adding to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. Filling a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life;
- h. Failure to repair a controllable leak within a reasonable period after having been directed to do so by formal notice; and

Use of water for agriculture or livestock is not included in the definition of “non-essential water use.”

**Retail Water Customer:** an individual or entity that purchases water from an LCRA water utility for its consumption.

**Wholesale Treated Water Customer:** an individual or entity that purchases raw water from LCRA to sell to the public for consumption.

## 3.0 WATER CONSERVATION PLAN

### 3.1 Service Area Characteristics and Goals

The WTCPUA Water System provides water to about 9,000 commercial and residential customer accounts which represents an equivalent population of approximately 31,500. In addition, the WTCPUA Water System also provides water service for fourteen wholesale water customers with an estimated equivalent population approximately 33,400 for a total population served of approximately 65,000.

The WTCPUA Water System serves mostly single-family residential homes, although the number of multi-family, mixed-use, and commercial customers has grown significantly in the past five years. The service area generally consists of residential and commercial development west of the City of Austin— in and around the City of Bee Cave, along Hamilton Pool Road, and along State Highway 290 from Austin to the City of Dripping Springs.

Appendix B includes tables that provide the baseline total water use, per capita water use and water loss for the WTCPUA Water System from 2016 through 2018. The three-year average for total gallons per capita per day water use (GPCD) was 124 which includes both wholesale and retail treated water customers. Of the 124 GPCD, 12.3 GPCD was attributable to unbilled water in 2018 (*e.g.*, losses, waterline & hydrant flushing, *etc.*), or 9.9 percent of total water use.

The water demands in this region more than triple during the summer months due to water for outdoor irrigation purposes. With this in mind, the WTCPUA has focused its conservation and demand management measures on outdoor water use and will continue to expand this effort to meet the growing need for water in this system.

### 3.2 Water Conservation Goals

In accordance with Title 30 TAC, Chapter 288 rules, water conservation plans must have specific, quantified goals for municipal use in gallons per capita per day (GPCD). Water conservation goals for WTCPUA were established in 2014 using baseline data available at that time. The goals were updated in 2019 per baseline data, which is shown in Appendix B. Appendix C includes a TWDB Goal Form (No. 1964). This form does not include Residential GPCD since this would require an extensive data processing effort in the customer database based on current tracking setup.

Conservation goals for the WTCPUA have been set for three metrics:

1. Total unit water use reduction (GPCD)
2. Peak day demand reduction (peak day/average day)
3. System-wide water loss reduction.

The five-year total unit water use reduction goal is five percent (5%), or a unit usage of 122 GPCD. The 10-year goal for total unit water use reduction is an additional five percent (5%), or a total unit usage of 116 GPCD.

The five-year, peak day demand reduction goal is ten percent (10%) or a peak day/average day ratio of 1.84. The ten-year goal for peak day demand reduction is an additional five percent, or a peak day annual average ratio of 1.75.

The water loss reduction goal is five percent (5%), or a total water loss 9.4% compared to a total water loss of 9.9% in 2018 as a percentage of total water produced at the water treatment plant (WTP).

### **3.3 Water Conservation Strategies**

The water conservation strategies to meet these goals include measures to decrease outdoor water use, which will decrease overall water use and peak day demands, and strategies to reduce system-wide water loss. Additional strategies include expanded public education and outreach efforts.

#### **3.3.1 Watering Schedule**

In October 2014, the WTCPUA Board approved a plan to adopt a year-round, mandatory twice-weekly watering schedule for the West Travis County Regional Water System, to conserve water, and lower daily peak demand at the water treatment plant.

This schedule assumes an application rate of one inch of water per week in two half-inch applications. According to research, one inch of water per week is sufficient to sustain most residential lawns and landscapes. However, multiple applications on yards of shallow soil depth allow for less runoff and improved soil retention.

#### **3.3.2 Increasing Block Water Rates**

The West Travis County Regional Water System has a multi-tiered, increasing block water rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers.

Copies of the complete rates schedules for these systems are available on the WTCPUA web site.

#### **3.3.3 LCRA WaterSmart Rebates Program**

The WTCPUA promotes LCRA's WaterSmart Rebates program, which can help offset the cost of upgrading irrigation systems and maintaining landscapes and pools to help customers save water and money. LCRA provides rebates of 50 percent of the total cost, or up to \$600 per residential property, for irrigation evaluations, retrofitting or replacing irrigation system equipment, new pool filters and covers, aeration, compost and mulch.

### **3.3.4 Landscape Irrigation Standards**

In June 2008, the Texas Commission on Environmental Quality (TCEQ) adopted new water efficiency rules for the design, installation, and maintenance of landscape irrigation systems, effective January 1, 2009. Compliance with the rules is required of municipalities with populations of 20,000 or more and allows water districts to adopt and enforce them.

WTCPUA will evaluate adopting and enforcing supplemental standards for the design, installation, and maintenance of landscape irrigation systems in its retail utility service area.

### **3.3.5 Conservation Landscape Best Management Practices**

WTCPUA reviews all applications for irrigation meters to ensure meters are sized correctly, landscape irrigation complies with WTCPUA's two-day-a-week watering restrictions, and best management practices (BMP) are followed.

### **3.3.6 Water Loss**

WTCPUA has experienced rapid growth. In such systems, water loss typically occurs from construction flushing and theft. In addition, additional flushing is needed to maintain water quality in dead-end lines. WTCPUA evaluates the water losses for our systems and determines the best corrective actions to minimize those losses, which can include monthly audits and can include monthly audits or periodic inspections along distribution lines.

## **3.4 Adoption of Plan**

Formal adoption of the Water Conservation Plan will be by a resolution from the West Travis County Public Utility Agency Board of Directors.

## 4.0 ADDITIONAL WATER CONSERVATION STRATEGIES

### 4.1 Water Monitoring and Records Management

WTCPUA maintains records of water distribution and sales through a central customer consumption tracking and billing system. The billing system provides a way to compile, present, and view water-use and billing information.

### 4.2 Water Metering

WTCPUA Water Contract Rules impose requirements on wholesale customers, which require all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. The meters are read on a monthly basis, and must be calibrated annually.

WTCPUA follows metering, leak detection, and repair requirements as stated in the LCRA *Water Conservation Plan Rules*. Water is metered in and out of the WTCPUA water treatment plant.

The water use of all retail customers is also metered. A regularly scheduled maintenance program of meter repair and replacement is performed in accordance with the manufacturer's recommendations. In 2019 the WTCPUA completed replacement of all aging retail customer meters with smart meters—approximately 3,000 meters in total. Zero consumption accounts are checked to see if water is actually being used or not recorded.

### 4.3 Wholesale Water Conservation Plans

Each wholesale treated water customers must develop adrought 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.

WTCPUA provides technical assistance with the development and review of wholesale treated water customers' water conservation plans and programs. LCRA assists with the development of rules and regulations that encourage water conservation, such as adding water conservation components into landscape ordinances. Conservation education materials are available to wholesale customers for either no charge, or at a reduced rate.

WTCPUA also requires drought contingency plans, which meet or exceed LCRA rules for drought contingency plans, for each of its wholesale treated water customers.

## **4.4 Education and Outreach**

### ***4.4.1 Water Conservation Public Awareness Program***

WTCPUA posts its Water Conservation and Drought Contingency Plan, Water Conservation Tips and the LCRA WaterSmart Rebates program on its web site to promote and ensure customer awareness of water conservation. WTCPUA also promotes water conservation through direct customer communications through Constant Contact, billing insert notifications, and website alerts for changes in Drought Contingency Plan Stages.

### ***4.4.3 WaterSmart Landscaping for Central Texas***

WTCPUA promotes the LCRA WaterSmart landscape guidelines to help homeowners and homebuilders create well-designed, water-efficient landscapes.

### ***4.4.4 Highland Lakes Firm Water Customer Cooperative (HLFWCC).***

WTCPUA is a member of HLFWCC which is comprised of municipal utilities that have firm water wholesale contracts with LCRA. HLFWCC meets quarterly to discuss water utility management, conservation best management practices, and LCRA water plans. Feedback is provided through periodic meetings with LCRA.

### ***4.4.5 Support and Participation in Other Organizations***

WTCPUA supports and participates in organizations that promote water conservation, including the , Texas Water Conservation Association, and the Hill Country Alliance.

## 5.0 DROUGHT CONTINGENCY PLAN

### 5.1 Permanent Water Use Restrictions

The following restrictions apply to all WTCPUA water utility systems 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) Fail to repair a controllable leak, including:
  - a. a broken sprinkler head,
  - b. a leaking valve,
  - c. leaking or broken pipes, or
  - d. a leaking faucet.
- (2) Operate an irrigation system with:
  - a. a broken head,
  - b. a head that is out of adjustment and the arc of the spray head is over a street or parking area, or
  - c. a head that is fogging or misting because of excessive water pressure.
- (3) During irrigation, allow water:
  - a. to run off a property and form a stream of water in a street for a distance of 50 feet or greater, or
  - b. to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- (4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside of scheduled days and times as indicated below:

#### **Residential**

Addresses ending in 0,1,2,3: Monday and Thursday.

Addresses ending in 4,5,6: Tuesday and Friday

Addresses ending in 7,8,9: Wednesday and Saturday

#### **Commercial** (including large landscapes such as HOA common areas)

Tuesday- and Friday

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

### 5.2 Drought Response Stages – Retail Customers

The WTCPUA General Manager shall monitor water supply and demand conditions and shall determine when conditions warrant initiation and termination of each stage of the Drought Contingency Plan. Water supply conditions will be determined by the availability of the source of supply for individual service areas, system capacity, and weather conditions. Demand will be measured by the peak daily demands on each system. Notification of the initiation or termination of drought response stages shall be

by a variety of methods, possibly including local media, direct mail to each customer, the WTCPUA web site, and signs posted at other public places.

Any or all of the measures described in this Plan may be implemented on an area basis that is appropriate to the triggering criteria.

All demand management measures under the four stages of this DCP are mandatory and subject to enforcement.

### **5.2.1 Stage 1 – Mild Water Shortage**

**Requirements for initiation** — Affected customers shall be required to comply with the Stage 1 Drought Response Measures of this Plan when the following triggering criteria are met:

- a. When total daily water demand equals or exceeds
  - i. 80 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days; or
  - ii. 90 percent of the total design capacity of the WTCPUA water treatment plant for a single day; or;
- b. Source water contamination results in compromised capacity of the treatment and delivery systems; or
- c. Mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity; or
- d. the LCRA initiates Stage 1 of its DCP; or

**Requirements for termination** — Stage 1 of the Plan may be rescinded when:

- a. When water treatment plant capacity condition listed above as a triggering event are predicted to cease for an extended period; or
- b. the source water contamination event or mechanical or electrical failure of a system component is resolved.
- c. LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP.

### **Supply Management Measures:**



The WTCPUA will:

- a. Apply water-use restrictions prescribed for Stage 1 of the Plan to WTCPUA facilities for which Stage 1 has been declared.
- b. Discontinue water main and line flushing unless necessary for public health reasons; and
- c. Keep customers informed about issues regarding current and projected water supply and demand conditions.

**Demand Management Measures:**

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

Under threat of penalty as described in Section 5.4, the following water-use restrictions shall apply to all retail water customers:

Irrigation of Landscaped Areas:

- a. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
  - i. Hand-held hose; or
  - ii. Faucet-filled bucket or water can of five gallons or less
- c. New landscapes may be installed, and re-vegetation 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 WTCPUA and has been approved prior to the installation of the landscape, or re-vegetation seed application; and
  - 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 before 10 a.m. and after 7 p.m. for days 11 through 20 after installation;

3. once every third day before 10 a.m. and after 7 p.m. for day 21 through 30 after installation.
- iv. Alternatives to re-vegetation 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 re-vegetation 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 seasonal “color bed” or temporary grass installation (over seeding).

#### Vehicle Washing:

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 midnight and 10 a.m. and between 7 p.m. and midnight. 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.

#### Events:

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 landscaping to prevent water waste.

#### Restaurants:

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

#### Recreational Areas (Includes Parks and Athletic Fields):

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.

**Water Waste:**

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:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious outdoor surfaces; except for immediate health and safety;
- b. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but permitted for surface preparation of maintenance work to be performed.
- c. 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;
- d. 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.

### ***5.2.2 Stage 2 – Moderate Water Shortage***

**Requirements for initiation** – Customers shall be required to comply with Stage 2 Drought Response Measures of this Plan when moderate water shortage conditions exist. WTCPUA will recognize that a moderate water shortage condition exists when any of the following criteria is met:

- a. When total daily water demand equals or exceeds:
  - i. 85 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days; or
  - ii. 95 percent of the total design capacity of the WTCPUA water treatment plant for a single day; or
  - iii. the total design capacity of the WTCPUA raw water transmission main for three consecutive days; or
- b. source water contamination results in compromised capacity of the treatment and delivery systems; or
- c. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity; or

- d. target reduction for the Stage 1 demand management measures is not achieved; or
- e. the LCRA initiates Stage 2 of its DCP

**Requirements for termination** — Stage 2 of the Plan may be rescinded when:

- a. The WTCPUA water treatment plant capacity condition listed above as a triggering event is predicted to cease for an extended period; or
- b. the source water contamination event or mechanical or electrical failure of a system component is resolved.
- c. LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP.

Upon termination of Stage 2, Stage 1 becomes operative.

**Supply Management Measures:**

In addition to measures implemented in the preceding stages of the Plan, affected WTCPUA water utility systems will implement additional water control options to limit water to only critical use for protection of health and safety and maintenance of treatment quality.

**Demand Management Measures:**

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

Under threat of penalty as described in Section 5.4, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 1 shall remain in effect during Stage 2, with the following modifications and additions:

**Irrigation of Landscaped Areas:**

Outdoor watering hours will be limited to between midnight and 6 a.m. on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:

- i. Hand-held hose; or
  - ii. Faucet-filled bucket or water can of five gallons or less
- b. New landscapes may only be installed if they do not require a variance to the mandatory watering schedule. No variances will be approved.

### Vehicle Washing:

Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at 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.

### 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.

### Outside Water Features:

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. WTCPUA may require proof of such design and consistent maintenance.

### Ponds:

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

### 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.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

### **5.2.3 Stage 3 – Severe Water Shortage**

**Requirements for initiation** – Customers shall be required to comply with Stage 3 Drought Response Measures of this Plan when severe water shortage conditions exist. WTCPUA will recognize that a severe water shortage condition exists when either of the following criteria is met:

- a. When total daily water demand equals or exceeds:
  - i. 90 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days; or
  - ii. 100% of the total design capacity of the WTCPUA water treatment plant for a single day; or
- b. source water contamination results in compromised capacity of the treatment and delivery systems; or
- c. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity; or
- d. target reduction for the Stage 2 demand management measures is not achieved; or
- e. the LCRA initiates Stage 3 of its DCP

**Requirements for termination** — Stage 3 of the Plan may be rescinded when:

- d. The WTCPUA water treatment plant capacity condition listed above as a triggering event is predicted to cease for an extended period; or
- e. LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative.

#### **Supply Management Measures:**

In addition to measures implemented in the preceding stages of the plan, affected WTCPUA water utility systems will implement additional water control options to limit water to only critical use for protection of health and safety and maintenance of treatment quality.

#### **Demand Management Measures:**

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

Under threat of penalty for violation as described in Section 5.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

Outdoor watering will be restricted to:

Addresses ending:

Monday	1, 3
Tuesday	2, 4
Wednesday	5, 7
Thursday	6, 8
Friday	9, 0
Saturday	All commercial & HOAs

Hours will be limited to between midnight and 6 a.m. on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:

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

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

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.

#### **5.2.4 Stage 4 – Emergency Water Conditions**

The WTCPUA General Manager or designee will notify affected retail customers, wholesale customers, and the media of the initiation and termination of Stage 4. Examples of a water emergency include, but are not limited to, the following:

- a. Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service;

- b. Contamination of the water supply source; or
- c. Any other emergency water supply or demand conditions that the WTCPUA General Manager or designee, determines to constitute a water supply emergency more severe than that contemplated in the triggers contained in the LCRA Water Management Plan; or

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 WTCPUA.

### **Emergency Measures**

Water Supply Reduction Target: As determined by the WTCPUA Board of Directors.

Under threat of penalty for violation as described in Section 5.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

- a. Irrigation of any landscaped areas is prohibited.
- b. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- c. No applications 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
- d. Additional measures may be added as needed.

### **5.3 Drought Response Stages – Wholesale Customers**

All WTCPUA wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 TAC §§288.20 and §288.22. The measures of this Plan must be at least as stringent as the drought response measures required by WTCPUA 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.



**Stage 1 —Mild Water Shortage — Mandatory Measures**

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

**Stage 2 —Moderate Water Shortage – Additional Mandatory Measures**

WTCPUA 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.

**Stage 3 —Severe Water Shortage – Additional Mandatory Measures**

WTCPUA 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 own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, WTCPUA 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 WTCPUA General Manager and may be adjusted as conditions warrant.

**Stage 4 – Emergency Measures**

Water Supply Reduction Target: As determined by the WTCPUA Board of Directors

WTCPUA 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.

## 5.4 Conservation and Drought Contingency Plan Implementation

### 5.4.1 Public Notification

WTCPUA will periodically provide information about the drought contingency components of this plan, including (1) the conditions under which each stage of the Plan is to be initiated or terminated, and (2) the drought response measures to be implemented at each stage. This information will be provided by various means depending on the audience, including articles in the local media and special materials mailed to customers and available on the WTCPUA web site.

### 5.4.2 Enforcement for Retail Customers

The following enforcement provisions shall apply to all WTCPUA retail water customers:

- a. No person shall knowingly or intentionally allow the use of water from a WTCPUA water utility system for residential, commercial, industrial, agricultural, ornamental, 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.
- b. Except as otherwise provided in this Section 5.4.2, any person who violates this Plan shall be subject to the following surcharges and conditions of service:
  - i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.
  - ii. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$200;
  - iii. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$700;
  - iv. Following the fourth documented violation, the WTCPUA Board of Directors or its designee shall, upon due notice to the customer, be authorized to 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 other costs incurred by a WTCPUA water utility system in discontinuing service, 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 the WTCPUA Board of Directors or its designee, that the same action shall not be repeated while the Plan is in

effect. The WTCPUA Board of Directors or its designee may apply the deposit to any surcharges or penalties subsequently assessed under this Plan against a customer. Any remaining amount of such deposit, if any, shall be returned to the customer at the time of the customer’s voluntary disconnection from the utility system.

- c. Compliance with this Plan also may be sought through injunctive relief in district court. 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 the WTCPUA, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he or she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, but any such parent may be excused if he proves that he had previously directed the child not to use the water in violation of this Plan and that there is no reasonable expectation that parent could have known about the violation. Table 5-1 shows the progressive steps of the drought response enforcement process for retail customers.

**Table 5-1: Drought Response Retail Enforcement Process**

Documented Violation	Response
First	Notice of violation issued Customer is notified of actions to be taken if violations continue
Second	Penalty – \$200
Third	Penalty – \$700
Fourth and on	Service Disconnection \$500 reconnection fee and \$500 deposit required

**5.4.3 Enforcement for Wholesale Customers**

Wholesale treated water customers shall provide WTCPUA with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer’s own conservation and drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the conservation and drought contingency measures in the Plan may be subject to civil penalties or any other remedies available to WTCPUA by law or under the terms of the raw water or wholesale water contracts and subject to the penalties in Table 5-2 below:

**Table 5-2: Wholesale Customer Drought Response Violation Penalties**

Documented Violation	Response
First	Written notice of violation
Second	Penalty fee up to \$2,000
Third and on	Penalty fee up to \$10,000

**5.4.4 Variances**

- a. The WTCPUA Board of Directors 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 watering; 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 (b) below.
  
- b. WTCPUA Board of Directors or it's 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 the public health, sanitation, or fire protection, and if one or more of the following conditions are met:
  - i. Compliance with this Plan cannot be accomplished during the duration of the time the Plan is in effect, or
  - ii. Alternative methods can be implemented that will achieve the same level of reduction in water use.
  
- c. Persons requesting a variance from the provisions of this Plan shall file a petition for variance with WTCPUA Customer Service any time the Plan or a particular drought response stage is in effect. The WTCPUA General Manager, or designee, will review petitions for variances. The petitions shall include the following:
  - i. Name and address of the petitioner;
  - ii. Purpose of water use;
  - iii. Specific provision of the Plan from which the petitioner is requesting relief;
  - iv. 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;
  - v. Description of the relief requested;
  - vi. Period of time for which the variance is sought;

- vii. 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
  - viii. Other pertinent information.
- d. Variances shall be subject to the following conditions, unless waived or modified by the WTCPUA Board of Directors or it's designee:
- i. Variances granted shall include a timetable for compliance.
  - ii. Variances granted shall expire when the Plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.

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

#### ***5.4.5 Plan Updates***

The Plan will be reviewed consistent with LCRA and TCEQ rules and updated based on developments in the WTCPUA water service area.

#### ***5.4.6 Drought Surcharge***

In order to offset the impact of lost revenues resulting from extended periods of implementing water conservation/drought contingency measures and/or due to implementation of LCRA raw water supply curtailments, the Board of Directors may assess a Drought Surcharge as authorized in the WTCPUA's Tariff, as may be amended from time to time.

#### ***5.4.7 Notification to LCRA and TCEQ***

The WTCPUA shall notify the LCRA General Manager and the TCEQ Executive Director in writing within five (5) business days of the implementation of any mandatory provisions of this Drought Contingency Plan.

## Appendix A – Adherence to TCEQ Chapter 288 Rules

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for water conservation plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.2 (a)(1)(A) – Utility Profile – Section 2.1, 3.1
- 288.2 (a)(1)(C) – Specific, Quantified Five- and Ten-Year Goals – Section 2.2, 3.2
- 288.2 (a)(1)(D) – Measure and Account Water Diverted – Section 4.1, 4.2
- 288.2 (a)(1)(E) – Universal Metering – Section 4.2
- 288.2 (a)(1)(F) – Measures to Determine and Control Unaccounted-for Uses of Water – Section 4.2
- 288.2 (a)(1)(G) – Continuing Public Education and Outreach – Section 4.4
- 288.2 (a)(1)(H) – Rate Structure that is not Promotional – Section 2.3.2, 3.3.2
- 288.2 (a)(1)(I) – Reservoir Systems Operation Plan –Water Management Plan.
- 288.2 (a)(1)(J) – Means of Implementation and Enforcement – Section 1.1, 1.6
- 288.2 (a)(1)(K) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.2 (a)(2)(A) – Program for Leak Detection, Repair and Water Loss Accounting – Section 3.3.1
- 288.2 (a)(2)(B) – Record Management System with Customer Classification – Section 4.1
- 288.2 (a)(2)(C) – Wholesale Customer Conservation Plan Requirement – Section 4.3
- 288.2 (a)(3) – Additional Conservation Strategies – Section 2.3, 4.4

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for drought contingency plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.20 (a)(1)(A) – Public Input – Section 1.2
- 288.20 (a)(1)(B) – Continuing Public Education – Section 4.4
- 288.20 (a)(1)(C) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.20 (a)(1)(D) – Monitoring and Criteria for the Initiation and Termination of Drought Response Stages – Section 5.2
- 288.20 (a)(1)(E) – Emergency Response Stages – Section 5.3
- 288.20 (a)(1)(F) – Water Use Reduction Targets – Section 5.3
- 288.20 (a)(1)(G) – Water Supply or Water Demand Management Measures – Section 5.3
- 288.20 (a)(1)(H) – Procedures for the Initiation or Termination of Drought Stages and Public Notification – Section 5.2,5.3,5.4.1
- 288.20 (a)(1)(I) – Variances Procedures – Section 5.4.4
- 288.20 (a)(1)(J) – Enforcement of Mandatory Water Use Restrictions – Section 5.4.2, 5.4.3

# Exhibit D

West Travis County Public Utility Agency  
 Wholesale Rate Study  
 Updated: January 27, 2022  
 Individual Capital Amortization Schedule

City of Dripping Springs (Cannon)  
 Series 2013-2022 Debt Payment  
 Schedule

	<b>Effective 10/1/2022</b>
Effective Interest Rate	3.81%
Capital Cost Allocation	\$ 1,787,783
Plus Reserves	101,065
Plus Issuance Costs (2%)	<u>37,777</u>
Capital Cost Allocation	\$ 1,926,625
Build-out LUEs	396
Annual Payment per LUE	\$ 375
Effective Impact Fee Credit	18%

	Interest Rate	Debt		Beginning Balance	Additional Cost Added	Interest Expense	Subtotal	Total Annual Debt Payment	Ending Balance	Annual Minimum Bill Paid to PUA*	Average	Base
		Amortization %**	Projected LUEs								Monthly Base	Chare per LUE
March 2023-December 2023	3.81%			\$ 1,926,625		\$ 61,233	\$ 1,987,858	\$ 8,998	\$ 1,978,860	\$ 9,672.81	\$ 806.07	
2024	3.81%		32	\$ 1,978,860		\$ 75,472	\$ 2,054,332	\$ 11,998	\$ 2,042,334	\$ 12,897.09	\$ 1,074.76	\$ 33.59
2025	3.81%		128	\$ 2,042,334		\$ 77,893	\$ 2,120,228	\$ 47,991	\$ 2,072,237	\$ 51,588.34	\$ 4,299.03	\$ 33.59
2026	3.81%		227	\$ 2,072,237		\$ 79,034	\$ 2,151,270	\$ 85,109	\$ 2,066,162	\$ 91,488.70	\$ 7,624.06	\$ 33.59
2027	3.81%		328	\$ 2,066,162		\$ 78,802	\$ 2,144,963	\$ 122,977	\$ 2,021,987	\$ 132,195.13	\$ 11,016.26	\$ 33.59
2028	3.81%		396	\$ 2,021,987		\$ 77,117	\$ 2,099,104	\$ 148,472	\$ 1,950,632	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2029	3.81%		396	\$ 1,950,632		\$ 74,396	\$ 2,025,028	\$ 148,472	\$ 1,876,556	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2030	3.81%		396	\$ 1,876,556		\$ 71,570	\$ 1,948,127	\$ 148,472	\$ 1,799,655	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2031	3.81%		396	\$ 1,799,655		\$ 68,638	\$ 1,868,292	\$ 148,472	\$ 1,719,821	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2032	3.81%		396	\$ 1,719,821		\$ 65,593	\$ 1,785,413	\$ 148,472	\$ 1,636,942	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2033	3.81%		396	\$ 1,636,942		\$ 62,432	\$ 1,699,373	\$ 148,472	\$ 1,550,902	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2034	3.81%		396	\$ 1,550,902		\$ 59,150	\$ 1,610,052	\$ 148,472	\$ 1,461,580	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2035	3.81%		396	\$ 1,461,580		\$ 55,744	\$ 1,517,324	\$ 148,472	\$ 1,368,852	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2036	3.81%		396	\$ 1,368,852		\$ 52,207	\$ 1,421,059	\$ 148,472	\$ 1,272,587	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2037	3.81%		396	\$ 1,272,587		\$ 48,536	\$ 1,321,123	\$ 148,472	\$ 1,172,651	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2038	3.81%		396	\$ 1,172,651		\$ 44,724	\$ 1,217,375	\$ 148,472	\$ 1,068,904	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2039	3.81%		396	\$ 1,068,904		\$ 40,767	\$ 1,109,671	\$ 148,472	\$ 961,199	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2040	3.81%		396	\$ 961,199		\$ 36,659	\$ 997,858	\$ 148,472	\$ 849,387	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2041	3.81%		396	\$ 849,387		\$ 32,395	\$ 881,782	\$ 148,472	\$ 733,310	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2042	3.81%		396	\$ 733,310		\$ 27,968	\$ 761,278	\$ 148,472	\$ 612,806	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2043	3.81%		396	\$ 612,806		\$ 23,372	\$ 636,178	\$ 148,472	\$ 487,706	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2044	3.81%		396	\$ 487,706		\$ 18,601	\$ 506,307	\$ 148,472	\$ 357,835	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2045	3.81%		396	\$ 357,835		\$ 13,648	\$ 371,483	\$ 148,472	\$ 223,011	\$ 159,601.44	\$ 13,300.12	\$ 33.59
2046	3.81%	24.85%	396	\$ 223,011		\$ 8,505	\$ 231,517	\$ 36,901	\$ 194,616	\$ 39,666.88	\$ 3,305.57	\$ 8.35
2047	3.81%	24.85%	396	\$ 194,616		\$ 7,423	\$ 202,039	\$ 36,901	\$ 165,138	\$ 39,666.88	\$ 3,305.57	\$ 8.35
2048	3.81%	24.85%	396	\$ 165,138		\$ 6,298	\$ 171,436	\$ 36,901	\$ 134,535	\$ 39,666.88	\$ 3,305.57	\$ 8.35
2049	3.81%	24.85%	396	\$ 134,535		\$ 5,131	\$ 139,666	\$ 36,901	\$ 102,766	\$ 39,666.88	\$ 3,305.57	\$ 8.35
2050	3.81%	24.85%	396	\$ 102,766		\$ 3,919	\$ 106,685	\$ 36,901	\$ 69,784	\$ 39,666.88	\$ 3,305.57	\$ 8.35
2051	3.81%	24.85%	396	\$ 69,784		\$ 2,662	\$ 72,446	\$ 36,901	\$ 35,545	\$ 39,666.88	\$ 3,305.57	\$ 8.35
2052	3.81%	24.85%	396	\$ 35,545		\$ 1,356	\$ 36,901	\$ 36,901	\$ 0	\$ 39,666.88	\$ 3,305.57	\$ 8.35

\*Debt payment recovers capital cost plus interest expense. Annual base fee is calculated by multiplying the annual debt payment times .25 for times coverage, and then subtracts the impact fee credit.  
 \*\*Applied to debt payment in later years to accommodate for the addition of new debt, which caused the PUA's debt to go through 2052.



# Exhibit E

**City of Dripping Springs – Canon Ranch Wholesale Service Area**  
**New Customer Connections**  
**For Period**

\_\_\_\_\_ (fill in period covered by report)

Connection Date	New Customer Name	Service Address	Meter Size	LUEs	Connection Fee Due	Connection Fee Credit Applied	Net Connection Fee Due
<b>TOTAL</b>							

**Submit form and applicable payment due monthly to:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

IF NO CONNECTIONS WERE MADE AND/OR IF NO CONNECTION FEE PAYMENT IS DUE TO WTCPUA FOR THE REPORTING PERIOD, THIS FORM MUST STILL BE FILLED OUT (WITH PERIOD IDENTIFIED AT TOP) AND SUBMITTED TO WTCPUA.



**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:** February 21, 2023

**Agenda Item Wording:** **Approval of Carter Tract Escrow Agreements for traffic signal at FM 150 and Ranch Road 12 and Road Widening of Mount Gainor Road**

**Agenda Item Requestor:** Developer of Carter Ranch

---

**Summary/Background:** The approved Traffic Impact Analysis (TIA) for the Carter Tract Development required that the developer enter into Escrow Agreements for the following projects:

- 1) Signal at FM150 and RR 12—Amount to be escrowed \$47,195.60
- 2) Widening of a portion of Mount Gainor Road—Amount \$98,640.00

The TIA also requires that Developer of the Carter Tract completely fund the signal and intersection improvements at Caliterra Parkway and RR12. Construction plans are being finalized for this improvement and the Developer is negotiating a Donation Agreement with TxDOT.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve as presented.



## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into to be effective as of the \_\_\_\_\_, 2023 ("Effective Date"), by and among CF CSLK CARTER, LLC, a Texas limited liability company, ("Owner"), CITY OF DRIPPING SPRINGS, a Type A General Law City located in Hays County, Texas ("City"), and \_\_\_\_\_, a Texas limited liability company ("Escrow Agent").

WHEREAS, City and Owner are parties to the Development Agreement dated as of October 10, 2017, regarding approximately 196 acres of land located partially within Dripping Springs, Texas, and partially within Hays County, Texas, as more particularly described in the Development Agreement;

WHEREAS, Owner has deposited with Escrow Agent \$47,195.60 ("Escrowed Funds") to be held in escrow with the Escrow Agent, in connection with installation of a traffic signal at the intersection of RM 150 and RM 12, to be completed by the City pursuant to the results of the Carter Tract Transportation Impact Analysis Report, conducted pursuant to the Agreement and in compliance with Section 11.11 of the City's Subdivision Ordinance; and

WHEREAS, City and Owner have asked the Escrow Agent to serve with regard to the holding and disbursement of the Escrowed Funds in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants and conditions herein contained, the adequacy and sufficiency of which consideration are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Deposit of Escrowed Funds. Prior to the execution of this Agreement, Owner has deposited the Escrowed Funds with Escrow Agent to be held and disbursed in accordance with the terms and provisions of this Agreement.
2. Escrow Agent. City and Owner hereby appoint and designate Escrow Agent as holder of the Escrowed Funds for the purposes set forth herein. Escrow Agent hereby accepts such appointment subject to the terms of this Agreement and acknowledges that it shall hold the Escrowed Funds subject to and in strict accordance with the terms of this Agreement.
3. Investment of Escrowed Funds. Escrow Agent, as directed by City, shall invest the Escrowed Funds in money market accounts. All interest, dividends or other income that earns or accrues on the Escrowed Funds (collectively, "Interest") shall be payable to City upon demand and shall be separate and distinct from the Escrowed Funds. All Interest shall be for the account of City for purposes of federal, state, or local income taxation.
4. Disbursements of Escrowed Funds. City shall be entitled to disbursement of the Escrowed Funds, or a portion of the Escrowed Funds, within forty-five (45) days of receipt of paid invoices related to the traffic signal at the intersection of RM 150 and RM 12 for installation of a traffic signal at the intersection of RM 150 and RM 12 (as defined and described in the Carter Tract Transportation Impact Analysis Report). City shall be entitled to submit a written request for disbursement ("Disbursement Notice") to the other party hereto and Escrow Agent in accordance with the terms herein. If within 30 days after any party's receipt of the Disbursement Notice, Escrow Agent has not received written objection from such recipient party, Escrow Agent shall disburse to the requesting party that sent the Disbursement Notice the amount requested by such requesting party in such Disbursement Notice. If the recipient party objects to any Disbursement Notice, it shall detail its objections and any amounts not in dispute shall be distributed by Escrow Agent to the requesting party. Escrow Agent shall not disburse any amount in dispute until (i) Escrow Agent receives written

instructions from both City and Owner directing Escrow Agent to deliver to the party entitled thereto the amount subject to dispute or a portion thereof or (ii) the disputed amount is included in a subsequent Disbursement Notice and the recipient party does not object to payment of the same.

5. Disbursement Obligations Satisfied. Following distribution or transfer by Escrow Agent of the Escrow Funds in accordance with the terms and provisions of this Agreement, Escrow Agent shall have no further liability to City or Owner with respect to the Escrow Funds so distributed or transferred.
6. Limitation of Liability of Escrow Agent. Escrow Agent shall act under this Agreement as escrow agent pursuant to the terms of this Agreement and instructions given pursuant hereto, and shall not be responsible or liable in any manner whatsoever for the sufficiency of the Escrowed Funds or for the correctness, genuineness or validity of any instrument or signature thereon deposited with or delivered to Escrow Agent hereunder. Escrow Agent shall not be liable for the loss or impairment of the Escrowed Funds due to failure, defalcation, receivership, conservatorship or insolvency of the bank where the Escrowed Funds are deposited. Escrow Agent shall not have any liability due to any of the parties to this Agreement, other than Escrow Agent, filing for bankruptcy or the consequences or effect of such a bankruptcy on the Escrowed Funds.
7. Interpleading. City and Owner understand and agree that in the event of any conflicting instruction or disagreement as to the application of the Escrowed Funds, Escrow Agent shall interplead all of the undistributed Escrowed Funds into the Federal District Court for the Western District of Texas.
8. W-9. Escrow Agent's obligation to invest Escrowed Funds pursuant to Paragraph 3 is specifically contingent upon Escrow Agent receiving a fully executed and completed IRS Form W-9 from City.
9. Expenses of Escrow Agent. Escrow Agent hereby agrees to perform its services as escrow holder without charge other than reimbursement of reasonable attorney's fees, out-of-pocket expenses and other costs as may be incurred by Escrow Agent in connection with the administration of this Agreement ("Expenses"). Such Expenses shall be borne by City.
10. Indemnification of Escrow Agent. Owner hereby agrees that it shall indemnify and hold Escrow Agent harmless from any and all losses, costs, damages or expenses (including reasonable attorney's fees) it may sustain by reason of its services as Escrow Agent hereunder except by reason of such acts or omissions for which the Escrow Agent is responsible under the next sentence following. Escrow Agent shall not be liable for any action taken or not taken by it under the terms hereof in the absence of an express breach of its obligations hereunder or gross negligence or willful misconduct on its part.
11. Notices. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered and received when actually received by telecopy or personal delivery or, if earlier and regardless whether actually received or not, (i) upon the next business day following deposit with a nationally recognized overnight courier, for next business day delivery, charges prepaid, or (ii) upon three (3) business days following deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, in either such event to be addressed to the addressee as follows:

City: City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620  
Attn: Ginger Faught  
Telephone: (512) 858-4725  
E-mail: [gfaught@cityofdrippingsprings.com](mailto:gfaught@cityofdrippingsprings.com)

Owner: CF CSLK CARTER, LLC  
12222 Merit Drive, Suite 1020  
Dallas, Texas 75251  
Attn: Gregory L. Rich  
Telephone: 972-960-2777 ext. 103  
E-mail: [grich@siepiela.com](mailto:grich@siepiela.com)

Escrow Agent: \_\_\_\_\_

Any party delivering a notice required or permitted hereunder shall simultaneously deliver copies of such notice to all parties listed above.

- 12. Governing Law. This Agreement shall be governed by and interpreted with the laws of the State of Texas.
- 13. Amendment. This Agreement is irrevocable and may be amended only by a written agreement executed by all the parties hereto.
- 14. Assignment. This Agreement shall not be assigned by City, Escrow Agent, or Owner without the written consent of the other parties to this Agreement. Should an assignment be permitted hereunder, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.
- 15. Interpretation. City and Owner expressly acknowledge and agree that this Agreement shall not be deemed to modify, amend or supersede any other Agreements between the City of Dripping Springs and CF CSLK CARTER, LLC.
- 16. Binding Effect. This Agreement represents the final agreement with the Escrow Agent and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.
- 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

\* \* \* \* \*

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective as of Effective Date.

CITY:

CITY OF DRIPPING SPRINGS,  
a Type A General Law City located in Hays  
County, Texas

By: \_\_\_\_\_  
Name: Bill Foulds, Jr.  
Title: Mayor

*ATTEST:*

By: \_\_\_\_\_  
Name: Andrea Cunningham  
Title: City Secretary



OWNER:

CF CSLK CARTER, LLC, a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ESCROW AGENT:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into to be effective as of the \_\_\_\_\_, 2022 ("Effective Date"), by and among CF CSLK CARTER, LLC, a Texas limited liability company, ("Owner"), CITY OF DRIPPING SPRINGS, a Type A General Law City located in Hays County, Texas ("City"), and \_\_\_\_\_, a Texas limited liability company ("Escrow Agent").

WHEREAS, City and Owner are parties to the Development Agreement dated as of October 10, 2017, regarding approximately 196 acres of land located partially within Dripping Springs, Texas, and partially within Hays County, Texas, as more particularly described in the Development Agreement;

WHEREAS, Owner has deposited with Escrow Agent \$98,640.00 ("Escrowed Funds") to be held in escrow with the Escrow Agent, in connection with the widening of Mt. Gainor Road, to be completed by the City pursuant to the results of the Carter Tract Transportation Impact Analysis Report, ("Report"), conducted pursuant to the Agreement and in compliance with Section 11.11 of the City's Subdivision Ordinance; and

WHEREAS, City and Owner have asked the Escrow Agent to serve with regard to the holding and disbursement of the Escrowed Funds in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants and conditions herein contained, the adequacy and sufficiency of which consideration are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Deposit of Escrowed Funds. Prior to the execution of this Agreement, Owner has deposited the Escrowed Funds with Escrow Agent to be held and disbursed in accordance with the terms and provisions of this Agreement.
2. Escrow Agent. City and Owner hereby appoint and designate Escrow Agent as holder of the Escrowed Funds for the purposes set forth herein. Escrow Agent hereby accepts such appointment subject to the terms of this Agreement and acknowledges that it shall hold the Escrowed Funds subject to and in strict accordance with the terms of this Agreement.
3. Investment of Escrowed Funds. Escrow Agent, as directed by City, shall invest the Escrowed Funds in money market accounts. All interest, dividends or other income that earns or accrues on the Escrowed Funds (collectively, "Interest") shall be payable to City upon demand and shall be separate and distinct from the Escrowed Funds. All Interest shall be for the account of City for purposes of federal, state, or local income taxation.
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511 Mercer Street  
Dripping Springs, Texas 78620  
Attn: Ginger Faught  
Telephone: (512) 858-4725  
E-mail: [gfaught@cityofdrippingsprings.com](mailto:gfaught@cityofdrippingsprings.com)

Owner: CF CSLK CARTER, LLC  
12222 Merit Drive, Suite 1020  
Dallas, Texas 75251  
Attn: Gregory L. Rich  
Telephone: 972-960-2777 ext. 103  
E-mail: [grich@siepiela.com](mailto:grich@siepiela.com)

Escrow Agent: \_\_\_\_\_

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\* \* \* \* \*

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CITY OF DRIPPING SPRINGS,  
a Type A General Law City located in Hays  
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By: \_\_\_\_\_  
Name: Bill Foulds, Jr.  
Title: Mayor

*ATTEST:*

By: \_\_\_\_\_  
Name: Andrea Cunningham  
Title: City Secretary

OWNER:

CF CSLK CARTER, LLC, a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ESCROW AGENT:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Development Solutions Carter

### ***Carter Tract Traffic Impact Analysis***

Project Number: 1260.001.000

December 2017



4801 Southwest Parkway, Parkway 2, Suite 150, Austin, Texas 78735  
T 512 328 5771 E email@klotz.com W www.rpsgroup.com | www.klotz.com

December 8, 2017

Mr. Greg Rich  
Development Solutions Carter, LLC  
12222 Merit Drive, Suite 1020  
Dallas, Texas 75251

RE: Carter Tract Traffic Impact Analysis  
RPS Klotz Associates Project No. 1260.001.000

Dear Mr. Rich,

RPS Klotz Associates is pleased to present this report of our Traffic Impact Analysis for the proposed Carter Tract Residential Development located in the northwest corner of the intersection of RM 12 and RM 150 in the City of Dripping Springs, Hays County, Texas. This report documents the methodology, data collection, field investigation, and necessary analysis to determine the impact on adjacent roadways and intersections due to the proposed development.

If you have any questions concerning this study, please contact me at your convenience. Thank you for the opportunity to work with you on this important project.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Shelton".

Elizabeth Shelton, PE  
Project Manager  
RPS Klotz Associates  
Texas P.E. Firm Registration No. F-929

Attachment

## Development Solutions Carter

### ***Carter Tract Traffic Impact Analysis***

**Project Number:** 1260.001.000

**Texas P.E. Firm Registration No.** F-929



*Elizabeth Shelton*  
12/08/2017

## Executive Summary

This report presents a summary of findings for a Traffic Impact Analysis (TIA) performed by RPS Klotz Associates for the Carter Tract in the City of Dripping Springs, Hays County, Texas. The proposed development is located in the northwest corner of the intersection of RM 12 and RM 150, east of Mt. Gainor Road within the City of Dripping Springs and its extraterritorial jurisdiction in Hays County, Texas. The Carter Tract is proposed to have a total of 240 residential lots with a scheduled completion year of 2021. Carter Tract is anticipated to have ingress/egress to Mt. Gainor Road and Caliterra Parkway.

Within the study area prior to Carter Tract's opening year, the Caliterra development is anticipated to be complete in year 2021. As part of this development, Caliterra Parkway has been constructed. Caliterra Parkway is a two-lane approach which intersects RM 12 from the west, approximately 1,000 feet north of the intersection of RM 12 and RM 150. A private driveway forms the westbound approach of the intersection of RM 12 and Caliterra Parkway. At the intersection of Caliterra Parkway and RM 12, the previously completed Caliterra TIA recommended a northbound left turn lane, a southbound right turn lane, and a traffic signal. The northbound left-turn lane and the southbound right-turn lane at RM 12 and Caliterra Parkway have been constructed.

The TIA involved the following six components: 1) site investigation and data collection, 2) trip generation, 3) trip distribution, 4) trip assignment, 5) traffic operational analysis, and 6) roadway capacity analysis. A traffic analysis model, Synchro, was utilized to determine various Measures of Effectiveness (MoE's), such as Delay and Level Of Service (LOS), for the existing and proposed conditions.

The results of the 2021 Build Condition intersection capacity analysis indicate a need for mitigation at the intersections of US 290 at RM 12 and RM 150 at RM 12. At the intersection of US 290 at RM 12, all approaches will be widened to create dual left turn lanes. The northbound and southbound approaches currently have a left only, shared left/thru lane, and shared thru/right lane. These approaches will be widened to become two left turn lanes, a dedicated thru lane, and a dedicated right turn lane. In addition, a right turn lane from westbound on US 290 to northbound on RM 12 will be added.

At the intersection of RM 150 at RM 12, installation of a traffic signal is recommended. The Carter Tract development is responsible for a pro-rata shared amount of \$47,195.60 for the recommended improvement. Also, the Carter Tract and Caliterra developments are 100% responsible for the proposed

traffic signal at the intersection of RM 12 at Caliterra Parkway and for the connector between the two developments.

It is planned for Mt. Gainor Road to be widened to two, twelve foot lanes with a three foot shoulder. The Carter Tract development is anticipated to produce 4.8% of the Mt. Gainor Road daily traffic once the development is in-place. The cost of these improvements is anticipated to be \$2,055,000 and the Carter Tract development's pro-rate share amount is \$98,640.

A roadway capacity analysis was completed for three roadway segments in the study area. The segments are Mt. Gainor Road north of the proposed Carter Tract Driveway, Creek Road / CR 190 over Onion Creek, and the proposed roadway between the Carter Tract and Caliterra developments. The results of the roadway capacity analysis indicate that no operational issues are anticipated due to the build-out of the Carter Tract as all roadway segments are anticipated to operate at LOS C or better.

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## 1 Study Purpose and Objective

This report presents a summary of findings of the traffic impact analysis (TIA) performed by RPS Klotz Associates for the proposed Carter Tract Residential Development (Carter Tract) located in the northwest corner of the intersection of RM 12 and RM 150, east of Mt. Gainor Road within the City of Dripping Springs and its extraterritorial jurisdiction in Hays County, Texas. The site location map for the study area is shown in Appendix A – Exhibit 1. A study area map is shown in Appendix A – Exhibit 2 and the proposed site plan is shown in Appendix A – Exhibit 3. The existing intersection lane configurations (year 2016) are shown in Appendix A – Exhibit 4.

The scope of this study included the following:

- Site investigation and data collection,
- Estimating the number of trips to be generated by the proposed development,
- Distribution of the Carter Tract’s new trips to the proposed opening year 2021,
- Evaluating the intersections within the study area using *Synchro, Version 8 (1)* software for the anticipated opening year 2021,
- Evaluating the roadway capacity of Mt. Gainor Road / CR 220 north of the Carter Tract driveway, Creek Road / CR 190 on the bridge over Onion Creek, and the proposed roadway between the Carter Tract development and the Caliterra Development, and
- Recommendations on roadway or intersection improvements, if any, to mitigate significant impacts caused by the proposed development.

The opening year is 2021 and it is assumed full build-out and occupancy of the Carter Tract development. Analysis was completed for the year 2016 Existing Conditions and opening year 2021. Information regarding the proposed site layout was obtained from Development Solutions Carter, LLC.

## 2 Methodology

This study primarily consists of the major components listed below.

- Data Collection: AM (7:00 am to 9 am) and PM (4:00 pm to 6:00 pm) peak hour turning movement counts (TMCs) were performed and automatic traffic recorders (ATRs) were used to collect traffic volumes for a 24-hour period.



- Trip Generation: An estimate of new trips generated by the proposed development was determined using the *Institute of Transportation Engineers (ITE) Trip Generation Handbook, 9<sup>th</sup> Edition (2)*.
- Trip Distribution: The origin and destination of project-related trips were determined by evaluating existing traffic patterns on roadways within the study area and as defined in the scope as provided by the City of Dripping Springs.
- Trip Assignment: New trips were assigned to the roadway network for opening year 2021.
- Analysis: An operational analysis of the surrounding roadway network was completed for the 2016 Existing Condition, 2021 No Build Condition, and 2021 Build Condition. The focus of this analysis was to examine potential traffic impacts related to the development of the proposed sites and recommend improvements to mitigate any significant impacts.
- Roadway Capacity Analysis: An operational analysis of three roadway segments was completed for Mt. Gainor Road / CR 220 north of the Carter Tract driveway, Creek Road / CR 190 on the bridge over Onion Creek, and the proposed roadway between the Carter Tract development and the Caliterra Development.

### 3 Existing Roadway Conditions

A field investigation was completed to examine existing roadway conditions that included roadway geometry, signage, striping, traffic control and general geometric considerations for the study area.

RM 12, within the study area, is a north-south two lane roadway with minimal shoulders and a v-ditch for drainage. The lane widths vary between 10 and 12 feet in both directions. A southbound left turn lane is present at its intersection with RM 150 and in the northbound and southbound direction a right and left turn lane is present at its intersection with US 290. The posted speed limit along RM 12 is 45 mph near US 290 and 50 mph near RM 150.

US 290, within the study area, is an east-west five lane roadway with a two-way left turn lane (TWLTL) and curb and gutter. The lanes are 12 to 13 feet wide including the TWLTL. US 290 is signalized at its intersection with RM 12. There will be an installation of a traffic signal on US 290 at its intersection with Roger Hanks Parkway and will be included in the 2021 No Build and Build Conditions. The posted speed limit is 45 mph.

RM 150, within the study area, is an east-west two-lane roadway with minimal shoulders and a v-ditch for drainage. RM 150 intersects RM 12 from the east, directly across from a driveway accessing a cemetery. The lanes are 10 feet in both directions. At its intersection with RM 12, RM 150 creates a T-intersection with a right and left turn lane onto RM 12. The posted speed limit along RM 150 is 55 mph.

Caliterra Parkway, within the study area, is an east-west 35 foot roadway with minimal shoulders and curb and gutter for drainage. Caliterra Parkway intersects RM 12 from the west, across from a private driveway. At its intersection with RM 12, it widens to become a four lane roadway separated by a 16 foot median. There is a northbound left-turn lane and a southbound right-turn lane for vehicles on RM 12 turning onto Caliterra Parkway. The posted speed limit along Caliterra Parkway is 30 mph.

Roger Hanks Parkway, within the study area, is a north-south two lane roadway with minimal shoulders and a v-ditch for drainage. At its intersection with US 290, it becomes a four lane roadway with a dedicated right and left turn. The lane widths are 12 feet and the northbound right turn is channelized at its intersection with Creek Road / CR 190. The posted speed limit along Roger Hanks Parkway is 35 mph.

Mt. Gainor Road, within the study area, is a north-south two lane roadway with minimal shoulders and a v-ditch for drainage. The lane widths are 10 feet and the posted speed limit is 40 mph.

Creek Road / CR 190, within the study area, is an east-west two-lane roadway with minimal shoulders and a v-ditch for drainage. The lanes are 11 feet wide in both directions and the posted speed limit is 35 mph. Onion Creek runs under Creek Road / CR 190 west of its intersection with Roger Hanks Parkway and has a bridge for approximately 250 feet to cross the creek. TxDOT will be expanding the Onion Creek Bridge to two 11 feet wide lanes with 5 feet shoulders on each side as part of TxDOT project 091433064.

## 4 Proposed Conditions

The subject of this study is the proposed Carter Tract to be constructed in the northwest corner of the intersection of RM 12 and RM 150, east of Mt. Gainor Road. The site is currently undeveloped. The Carter Tract is proposed to have a total of 240 residential lots and will a scheduled completion year of 2021. Carter Tract is anticipated to have ingress/egress to Mt. Gainor Road and Caliterra Parkway via a connector road. Roadway design plans are under development for the roadway connecting the Carter

Tract and Caliterra developments. This connection will be financed/constructed by the developer and negotiations are ongoing with the land owner of the property between the developments.

## 5 Background Conditions

Within the study area prior to Carter Tract's opening year, the Caliterra development has begun construction. The Caliterra development will primarily consist of approximately 600 single family homes and 200 apartments constructed on previously vacant land. Per the *ITE Trip Generation Manual*, 534 trips will be generated in the AM peak hour and 646 in the PM peak hour. As part of this development, Caliterra Parkway will be constructed. Caliterra Parkway will be located at approximately 1,000 feet north of the intersection of RM 12 and RM 150.

The Caliterra Parkway at RM 12 intersection is a four legged intersection with a private driveway as the westbound approach. At this intersection, the Caliterra TIA recommended a northbound left turn lane, a southbound right turn lane, and a traffic signal. The northbound left-turn lane and the southbound right-turn lane at RM 12 and Caliterra Parkway have been constructed. The Caliterra Parkway approach has a dedicated left and right turn lane. This intersection configuration was used for the purposes of this study.

## 6 Data Collection

The traffic data utilized in this report was obtained from three sources. One source is data collected as part of this study on September 22, 2016. These locations include TMCs for the AM and PM peak periods at the intersection of RM 12 at Caliterra Parkway, Roger Hanks Parkway at Creek Road / CR 190, and US 290 at Creek Road / CR 190. In addition, 24-hour bi-directional traffic counts were collected on Creek Road / CR 190 near the Onion Creek Bridge using ATRs.

Also utilized was data previously collected in year 2015. These locations included TMCs for the AM and PM peak periods at the signalized intersection of US 290 at RM 12 and the unsignalized intersection of RM 12 at RM 150. Also collected were 24-hour Bi-directional counts on Mt. Gainor Road.

The third source is the City of Dripping Springs. TMCs for the AM and PM peak periods were provided for the unsignalized intersection of Roger Hanks Parkway at US 290. This data was also collected in year 2015.

The intersection of Caliterra Parkway at RM 12 was collected to determine the extent to which the Caliterra development is complete. The traffic volumes indicate that minimal completion of the development has occurred and therefore no adjustments were made to the Caliterra development’s trip generation. For the purposes of this report, the observed traffic volume utilizing Caliterra Parkway was considered as background traffic.

All TMCs and bi-directional counts are shown in Appendix B. For the purposes of this report, the exhibits and analysis only utilized 2016 traffic volumes. If year 2016 data was not available, a growth rate of 10% was applied to the year 2015 traffic volumes to develop year 2016 traffic volumes. Appendix A – Exhibits 5 and 6 show the 2016 Existing Conditions traffic volumes for the AM and PM peak hours, respectively.

## 7 Trip Generation

Based on the proposed land use, project-generated trips were estimated utilizing the data from the *ITE Trip Generation Handbook, 9th Edition*. The proposed land use for this project most closely relates to “single-family detached housing” (Land Use Code 210).

Pass-by trips are trips made as an intermediate stop on the way from an origin to a primary destination that is attracted from traffic passing on an adjacent street. This phenomenon is highest for retail/shopping areas and is unlikely to occur at a residential development. It was assumed that none of the peak hour trips to the Carter Tract development will be of a pass-by nature. Internal capture is used to account for vehicles that visit two or more different land uses during the same trip. Internal capture rates reflect those trips already in the vicinity of the study area due to existing development and represent vehicles visiting multiple businesses/establishments during the same trip. Based on engineering judgment, internal capture was not considered as part of this study. The results of the trip generation are shown in Table 1.

**Table 1: Trip Generation**

Time Period	Entering	Exiting	Total
Weekday	1,153	1,152	2,305
Weekday, AM Peak Hour of the Adjacent Street	44	130	174
Weekday, PM Peak Hour of the Adjacent Street	143	84	227

## 8 Trip Distribution

Existing traffic data and the trip distribution provided by the City of Dripping Springs was used to determine the origins and destinations of site-related trips for the future conditions in year 2021. Table 2 presents a summary of the trip origins and destinations.

The trip distribution shown below was utilized to develop the Carter Tract and Caliterra development’s trip distribution. In the 2021 No Build Condition, connectivity to the west was not assumed for the Caliterra development. Appendix A – Exhibit 7 illustrates a detailed summary of the study area trip distribution for the Caliterra development in the 2021 No Build Condition. Appendix A – Exhibits 8 and 9 illustrates a detailed summary of the study area Build Condition trip distribution for the Caliterra development and Carter Tract in the AM and PM peak hours, respectively. The Build Condition trip distribution assumes connectivity between the Carter Tract and Caliterra development.

**Table 2: Trip Distribution**

Origin			Destination		
From	AM <sup>1</sup>	PM <sup>2</sup>	To	AM <sup>1</sup>	PM <sup>2</sup>
East on US 290	50%	50%	East on US 290	50%	50%
West on US 290	15%	15%	West on US 290	15%	15%
North on RM 12	15%	15%	North on RM 12	15%	15%
South on RM 12	10%	10%	South on RM 12	10%	10%
East on RM 150	10%	10%	East on RM 150	10%	10%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>Total</b>	<b>100%</b>	<b>100%</b>

1. AM refers to the AM peak hour of the adjacent street.
2. PM refers to the PM peak hour of the adjacent street.

## 9 Trip Assignment

Trips were assigned to the roadway network in accordance with the trip distribution patterns previously discussed. Trips to and from the Carter Tract and Caliterra Developments were assigned to each study area roadway, existing and proposed driveways, and all study intersections. Appendix A – Exhibits 10 and 11 illustrates a detailed summary of the study area trip assignment traffic volumes for the Caliterra development in the 2021 No Build Condition for the AM and PM peak hours, respectively.

A 2021 No Build traffic network was developed by applying a growth rate of 10 percent per year until 2020 and 5 percent per year until 2021 to the year 2016 traffic volumes in order to estimate future year 2021 traffic volumes. The Caliterra development's No Build Condition trip assignment traffic volumes were added to the observed traffic volumes to develop the 2021 No Build Condition traffic volumes. Appendix A – Exhibits 12 and 13 shows the 2021 No Build Condition AM and PM peak hour traffic volumes, respectively.

Appendix A – Exhibits 14 and 15 shows the 2021 Build Condition's AM and PM peak hour trip assignment for the Caliterra development in the AM and PM peak hours, respectively. Appendix A - Exhibits 16 and 17 show the 2021 Build Condition's AM and PM peak hour trip assignment traffic volumes for the Carter Tract, respectively.

A 2021 Build traffic network was developed by applying a growth rate of 10 percent per year until 2020 and 5 percent per year until 2021 to the year 2016 traffic volumes in order to estimate future year 2021 traffic volumes. The Caliterra development's trip assignment traffic volumes were added to the existing traffic volumes to develop the 2021 Build Condition traffic volumes.

To determine the opening year 2021 Build Condition peak hour traffic volumes, full build-out of the proposed Carter Tract was assumed. The trips generated by the Carter Tract were added to the observed 2021 No Build traffic volumes along with the Caliterra build conditions traffic volumes to determine the 2021 Build Condition. A conservative analysis scenario of 75% of the Carter Tract trips were assumed to utilize Mt. Gainor Road. Appendix A – Exhibits 18 and 19 show the AM and PM peak hour 2021 Build Condition, respectively.

## 10 Analysis and Results

The background traffic volumes were appropriately adjusted to include added vehicle trips and/or growth factors. A detailed operational analysis using techniques outlined in the *Highway Capacity Manual 2010 (HCM 2010)* (3) was conducted for the AM and PM peak hours of the 2016 Existing Conditions, 2021 No Build Condition, and 2021 Build Conditions. For purposes of traffic operational analyses, geometric conditions within the study area were input into the traffic model, *Synchro*. A detailed operational analysis was undertaken to evaluate each intersection's peak-hour capacity and LOS. All of the various scenarios, including existing, background, and proposed conditions for this study area were analyzed.

Measures of Effectiveness (MoE's) such as intersection delay and LOS associated with this delay were utilized to evaluate existing and proposed conditions. The intersection delay is the average control delay for the signalized intersection and is calculated by taking a volumes-weighted average of all the delays. LOS refers to the operational conditions within a traffic stream and their perception by motorists in terms of delay, freedom to maneuver, traffic interruptions, comfort, convenience and safety. There are six LOS capacity conditions for each roadway facility. These are designated from "A" to "F," with "A" representing a free-flow optimal condition and "F" representing a congested forced flow condition. The general criteria associated with each LOS reported for unsignalized and signalized intersections are presented in Table 3.

LOS at unsignalized intersections is determined by the average total delay experienced by a vehicle on each intersection approach. The LOS breakpoints for stop-controlled intersections are different than the criteria used for signalized intersections. The primary reason for this difference is that drivers expect different levels of performance from different kinds of transportation facilities. The expectation is that a signalized intersection is designed to carry higher traffic volumes than an unsignalized intersection. In addition, a number of driver behavior considerations combine to make delays at signalized intersections less arduous than delays at unsignalized intersections. Also, there is often much more variability in the amount of delay experienced by individual drivers at an unsignalized intersection versus that at signalized intersections. Hence, it is considered that the control delay threshold for any given LOS would be less for an unsignalized intersection than it would be for a signalized intersection. An unsignalized intersection which operates at a poor LOS can be improved through either signalization, geometric improvements to the intersection, or a combination of both.

**Table 3: Definitions of Level Of Service (LOS) Criteria**

Level Of Service	Delay Range for Unsignalized Intersections (sec/veh)	Delay Range for Signalized Intersections (sec/veh)	Description
A	≤10	≤10	Very low delays, nearly free traffic flow
B	>10 and ≤15	>10 and ≤20	Good traffic flow, more vehicles stop than LOS A
C	>15 and ≤25	>20 and ≤35	Stable traffic flow, significant number of vehicles stop
D	>25 and ≤35	>35 and ≤55	Noticeable traffic congestion, longer delays and queue lengths
E	>35 and ≤50	>55 and ≤80	Unstable traffic flow, significant congestion, traffic near roadway capacity
F	>50	>80	Unacceptable delay, extremely unstable flow, heavy congestion, traffic exceeds capacity

For LOS on two lane highways, the speed and delay due to passing restrictions are important to motorist. The LOS for two lane highway determined by the percent time spent following (PTSF). The general criteria associated with each LOS reported for two lane highways are presented in Table 4.

**Table 4: Two Lane Highways - Definitions of Level Of Service (LOS) Criteria**

Level Of Service	Percent Time Spent Following (%)
A	≤40
B	>40 - 55
C	>55 - 70
D	>70 - 85
E	>85
F	Demand flow exceeds capacity of the segment



The LOS for the Arterial Level Of Service analysis is defined as travel speed as a percentage of Base Free-Flow Speed. The general criteria associated with each LOS reported for the Arterial Level Of Service are presented in Table 5.

**Table 5: Arterial - Definitions of Level Of Service (LOS) Criteria**

Level Of Service	Travel Speed as a Percentage of Base Free-Flow Speed (%)
A	<85
B	>67 - 85
C	>50 - 67
D	>40 - 50
E	>30 - 40
F	≥ 30

Year 2016 AM and PM Peak Hour Results

Table 6 presents the delay and LOS results for the 2016 Existing Condition at each study intersection for the AM and PM Peak Hour. Detailed Synchro output of the 2016 Existing Condition is included in Appendix C. TxDOT signal timing sheets for the intersection of US 290 and RM 12 were used in the synchro analysis for all conditions and are included in Appendix E.

Examining the AM and PM peak hour results for the 2016 Existing Condition with regard to operational issues indicates that the intersection of US 290 at RM 12 operates at LOS D during both the AM and PM peak hours. All other study area intersections operate at LOS A. The stop controlled approaches at unsignalized intersections operate at LOS C or better with the exception of Roger Hanks Parkway. The stop controlled approach on Roger Hanks Parkway is operating at LOS D.

Table 6: Analysis Results for 2016 Existing Condition

Intersection	Traffic Control Type	2016 Existing Condition			
		AM Peak Hour <sup>2</sup>		PM Peak Hour <sup>3</sup>	
		MoE <sup>1</sup>	LOS	MoE <sup>1</sup>	LOS
<b>US 290 at RM 12 (overall)</b>	Signal	<b>46.5</b>	<b>D</b>	<b>53.6</b>	<b>D</b>
Eastbound		38.5	D	55.0	E
Westbound		43.8	D	39.7	D
Northbound		59.5	E	59.2	E
Southbound		52.4	D	71.0	E
<b>RM 12 at Caliterra Parkway (overall)</b>	Stop	<b>0.3</b>	<b>A</b>	<b>0.4</b>	<b>A</b>
Eastbound		12.9	B	14.4	B
<b>RM 12 at RM 150</b>	Stop	<b>4.3</b>	<b>B</b>	<b>4.3</b>	<b>B</b>
Westbound		13.8	B	13.1	B
<b>US 290 at Roger Hanks Parkway (overall)</b>	Stop	<b>0.8</b>	<b>A</b>	<b>0.7</b>	<b>A</b>
Northbound		25.3	D	25.1	D
<b>US 290 at Creek Road / CR 190 (overall)</b>	Stop	<b>0.5</b>	<b>A</b>	<b>0.8</b>	<b>A</b>
Northbound		17.4	C	16.5	C
<b>Roger Hanks Parkway at Creek Road / CR 190 (overall)</b>	Stop	<b>3.6</b>	<b>A</b>	<b>4.0</b>	<b>A</b>
Westbound		9.3	A	9.1	A

1. MoE is seconds delay per vehicle.
2. AM refers to the AM peak hour of the adjacent street.
3. PM refers to the PM peak hour of the adjacent street.

Year 2021 AM Peak Hour Results

For analyzing future year 2021 No Build Condition, a growth rate of 10 percent per year until 2020 and 5 percent per year until 2021 was applied to the year 2016 traffic volumes. To determine the year 2021 Build Condition peak hour traffic conditions, full build-out of the proposed Carter Tract was assumed. Traffic generated by the two developments were added to the 2021 No Build peak hour traffic volumes and distributed throughout the study area. The site generated traffic was with 75 percent of the site traffic accessing from the west and 25 percent accessing from the Caliterra development for a more conservative analysis scenario. Table 7 presents the delay and LOS results for the 2021 No Build and 2021 Build Conditions AM peak hour at each study intersection. Detailed Synchro outputs of the AM Peak Hour for 2021 No Build and 2021 Build Conditions are included in Appendix C.

The results of the 2021 No Build Condition for the AM peak hour indicate all study intersections will operate at the acceptable LOS C or higher with the exception of the intersections of US 290 at RM 12 and US 290 at Roger Hanks Parkway. These intersections are anticipated to operate at LOS F and LOS E, respectively, a poor LOS. In both the No Build and Build Conditions, the stop controlled approach of US 290 at Creek Road / CR 190 is operating at LOS E.

**Table 7: Analysis Results for 2021 No Build and Build Conditions AM Peak Hour**

Intersection	Traffic Control Type	No Build		Build	
		AM Peak Hour <sup>2</sup>		AM Peak Hour <sup>2</sup>	
		MoE <sup>1</sup>	LOS	MoE <sup>1</sup>	LOS
<b>US 290 at RM 12 (overall)</b>	Signal	<b>285.7</b>	<b>F</b>	<b>290.6</b>	<b>F</b>
Eastbound		295.3	F	309.4	F
Westbound		290.1	F	298.2	F
Northbound		367.2	F	358.1	F
Southbound		125.4	F	127.8	F
<b>RM 12 at Caliterra Parkway (overall)</b>	Signal	<b>32.0</b>	<b>C</b>	<b>25.6</b>	<b>C</b>
Eastbound		97.6	F	51.2	D
Northbound		17.7	B	22.5	C
Southbound		11.3	B	13.0	B
<b>RM 12 at RM 150 (overall)</b>	Stop	<b>9.4</b>	<b>A</b>	<b>9.7</b>	<b>A</b>
Westbound		34.6	D	36.1	E
<b>US 290 at Roger Hanks Parkway (overall)</b>	Signal	<b>65.4</b>	<b>E</b>	<b>73.0</b>	<b>E</b>
Eastbound		110.0	F	120.5	F
Westbound		10.4	B	16.7	B
Northbound		36.1	D	38.4	D
<b>US 290 at Creek Road / CR 190</b>	Stop	<b>1.1</b>	<b>A</b>	<b>1.5</b>	<b>A</b>
Northbound		41.1	E	48.7	E
<b>Roger Hanks Parkway at Creek Road / CR 190 (overall)</b>	Stop	<b>3.8</b>	<b>A</b>	<b>2.7</b>	<b>A</b>
Westbound		9.9	A	11.5	B
<b>Carter Tract Driveway (overall)</b>	Stop	-	-	<b>5.8</b>	<b>A</b>
Westbound		-	-	8.9	A

1. MoE is seconds delay per vehicle.
2. AM refers to the AM peak hour of the adjacent street.

Year 2021 PM Peak Hour Results

Table 8 presents the delay and LOS results for the 2021 No Build and 2021 Build Conditions during the PM peak hour at each study intersection. Detailed Synchro output of the PM Peak Hour for 2021 No Build and 2021 Build Conditions are included in Appendix C.

**Table 8: Analysis Results for 2021 No Build and Build Conditions PM Peak Hour**

Intersection	Traffic Control Type	No Build		Build	
		PM Peak Hour <sup>2</sup>		PM Peak Hour <sup>2</sup>	
		MoE <sup>1</sup>	LOS	MoE <sup>1</sup>	LOS
<b>US 290 at RM 12 (overall)</b>	Signal	<b>256.7</b>	<b>F</b>	<b>280.7</b>	<b>F</b>
Eastbound		265.8	F	267.4	F
Westbound		225.6	F	325.1	F
Northbound		267.4	F	181.0	F
Southbound		281.6	F	321.7	F
<b>RM 12 at Caliterra Parkway (overall)</b>	Signal	<b>49.0</b>	<b>D</b>	<b>36.9</b>	<b>D</b>
Eastbound		99.1	F	43.3	D
Northbound		11.2	B	11.9	B
Southbound		53.8	D	50.6	D
<b>RM 12 at RM 150 (overall)</b>	Stop	<b>12.1</b>	<b>B</b>	<b>13.4</b>	<b>B</b>
Westbound		53.7	F	56.3	F
<b>US 290 at Roger Hanks Parkway (overall)</b>	Signal	<b>101.4</b>	<b>F</b>	<b>115.2</b>	<b>F</b>
Eastbound		161.8	F	191.8	F
Westbound		41.8	D	41.0	D
Northbound		32.8	C	34.2	C
<b>US 290 at Creek Road / CR 190</b>	Stop	<b>1.9</b>	<b>A</b>	<b>2.4</b>	<b>A</b>
Northbound		40.2	E	49.3	E
<b>Roger Hanks Parkway at Creek Road / CR 190 (overall)</b>	Stop	<b>4.2</b>	<b>A</b>	<b>2.7</b>	<b>A</b>
Westbound		9.6	A	11.3	B
<b>Carter Tract Driveway (overall)</b>	Stop	-	-	<b>5.3</b>	<b>A</b>
Westbound		-	-	9.0	A

1. MoE is seconds delay per vehicle.
2. PM refers to the PM peak hour of the adjacent street.

The results of the 2021 No Build Condition in the PM peak hour indicate all study intersections will operate at the acceptable LOS C or better with the exception of the intersections of US 290 at RM 12 and US 290 at Roger Hanks Parkway. These intersections are anticipated to operate at LOS F, a poor

Level Of Service. The stop controlled approach of Creek Road / CR 190 at US 290 is operating at LOS E during the 2021 No Build and Build Conditions.

## 11 Roadway Capacity Analysis

Roadway capacity analysis was completed for three roadway segments in the study area. The segments are Mt. Gainor Road north of the proposed Carter Tract Driveway, Creek Road / CR 190 over Onion Creek, and the proposed roadway between the Carter Tract and Caliterra developments. Creek Road / CR 190 over Onion Creek is a one lane bridge in the Existing Conditions. TxDOT will be expanding the Onion Creek Bridge to two 11 feet wide lanes with 5 feet shoulders on each side as part of TxDOT project 091433064. The speed limit on the proposed roadway between the Carter Tract and Caliterra development was assumed to be 40 mph, the same as on Mt. Gainor Road.

The roadway capacity analysis was completed using the two-lane portion in the software program HCS 2010 (4). The anticipated 24-hour bi-direction traffic volumes are shown below in Table 9. Onion Creek Bridge is located just north of the Carter Tract Rd at Mt. Gainor Rd intersection. Therefore, Onion Creek Bridge segment is anticipated to operate similarly to the Mt. Gainor Road north of the proposed Carter Tract Driveway segment.

**Table 9: 24-Hour Bi-Directional Traffic Volumes**

Segment	2021 No Build Traffic Volumes (veh)	Carter Tract Daily Site Traffic* (veh)	Caliterra Dev. Daily Site Traffic** (veh)	2021 Build Traffic Volumes (veh)
Mt. Gainor Road north of the proposed Carter Tract Driveway	1,058	1,729	340	3,127
Carter Tract Rd btw Carter Tract and Caliterra Developments	739	576	340	1,655

\*Assumes 75% of the Carter Tract daily traffic will utilize Mt. Gainor Road and 25% will utilize the roadway between Carter Tract and Caliterra Developments.

\*\*Assumes 5% of the Caliterra Development daily traffic will utilize Mt. Gainor Road and the roadway between the developments.

Table 10 shows the results of the roadway capacity of the 2021 Build Conditions. Detailed information from HCS 2010 for the roadway capacity analysis for 2021 Build Conditions are included in Appendix D. The results of the roadway capacity analysis indicate that no capacity issues are anticipated due to the

build-out of the Carter Tract development. It is anticipated that all roadway segments will operate at LOS C or better, an acceptable threshold for Level Of Service.

**Table 10: 2021 Build Condition Roadway Capacity Analysis Results – Mt. Gainor Road and Carter Tract Road**

Segment	LOS	PTSF (%)
Mt. Gainor Road north of the proposed Carter Tract Driveway	C	59.9
Carter Tract Road between Carter Tract and Caliterra Developments	B	45.4

## 12 Mitigation Measures

The capacity analysis indicated that the Carter Tract will significantly impact two study area intersections. The intersections are RM 12 at RM 150 and US 290 at RM 12.

To mitigate the impact on the signalized intersection of US 290 at RM 12, all approaches will be widened to create dual left turn lanes. The northbound and southbound approaches currently have a shared left/thru lane. On these approaches, this shared lane be widened to become two lanes, a dedicated left turn lane and a dedicated thru lane. Therefore, the northbound and southbound approaches will have a two left turn lanes, a dedicated thru lane, and a dedicated right turn lane. In addition, a right turn lane from westbound on US 290 to northbound on RM 12 will be added. Appendix A – Exhibit 20 shows the existing and proposed configuration at the intersection of US 290 at RM 12.

To mitigate the impact of the Carter Tract Development at the intersection of RM 12 at RM 150, a traffic signal is recommended. Prior to the installation of a traffic signal, a traffic signal warrant analysis should be completed.

In the Caliterra TIA, a traffic signal at the intersection of RM 12 and Caliterra Parkway, northbound left turn lane and southbound right turn lane were recommended. The Carter Tract and Caliterra developments are 100% responsible for the cost of this traffic signal. Table 11 shows the pro-rata share amount for the Carter Tract Development. Tables 12 and 13 show the intersection LOS and delays at the intersections with proposed mitigation measures for AM and PM peaks respectively. Detailed Synchro outputs for the AM and PM peak hours for the Mitigated 2021 Build Condition are included in Appendix C.

The capacity results for Mt. Gainor Road do not indicate a need for roadway improvements. However, this analysis does not take into account development on vacant land along Mt. Gainor Road near the Carter Tract development. Based on traffic data projections provided by the City of Dripping Springs, the daily traffic on Mt. Gainor Road volume is anticipated to be 35,297 vehicles per day in year 2021. Therefore, the improvement to widen Mt. Gainor Road to two, twelve foot lanes with three foot shoulders from the Carter Tract development’s driveway to the Onion Creek Bridge has been identified by the City of Dripping Springs. The cost of this improvement is anticipated to be \$2,055,000. The Carter Tract development is responsible for 4.8% of the daily traffic volumes resulting in a pro-rate share amount of \$98,640.

**Table 11: Pro-Rata Share Amount – Carter Tract Development**

Intersection	Improvement	Estimated Cost (\$)	Carter Tract AM / PM Impact (%)	Carter Tract Pro-Rata Share Amount
RM 12 at RM 150	Traffic Signal	250,000	2.2	\$5,500.00
US 290 at RM 12	Dual SBL Lanes	300,230.40	1.96	\$5,886.87
	Dual WBL Lanes	300,230.40	3.46	\$10,402.59
	Dual NBL Lanes	300,230.40	0.47	\$1,404.26
	Dual EBL Lanes	300,230.40	4.53	\$13,599.29
	WB Right Turn Lanes	300,230.40	3.46	\$10,402.59
Mt. Gainor Road	Widen Roadway	2,055,000.00	4.8	\$98,640.00
			<b>Total</b>	<b>\$145,835.60</b>

\*Based on a cost estimate prepared by HDR. The estimate didn’t identify the cost by improvement; therefore it was assumed each improvement would be 1/5 of the total cost of \$1,501,152.

**Table 12: Analysis Results for No Build, Build Without Mitigation, and Build With Mitigation Conditions AM Peak Hour**

Intersection	No Build		Build Without Mitigation		Build With Mitigation	
	AM Peak Hour <sup>2</sup>		AM Peak Hour <sup>2</sup>		AM Peak Hour <sup>2</sup>	
	MoE <sup>1</sup>	LOS	MoE <sup>1</sup>	LOS	MoE <sup>1</sup>	LOS
<i>RM 12 at RM 150<sup>3</sup></i>	34.6	D	36.1	E	15.2	B
<i>US 290 at RM 12</i>	258.7	F	290.6	F	238.2	F

1. MoE is seconds delay per vehicle.
2. AM refers to the AM peak hour of the adjacent street.
3. In the No Build and Build Without Mitigation, stop controlled approach LOS is shown.

**Table 13: Analysis Results for No Build, Build Without Mitigation, and Build With Mitigation Conditions PM Peak Hour**

Intersection	No Build		Build Without Mitigation		Build With Mitigation	
	PM Peak Hour <sup>2</sup>		PM Peak Hour <sup>2</sup>		PM Peak Hour <sup>2</sup>	
	MoE <sup>1</sup>	LOS	MoE <sup>1</sup>	LOS	MoE <sup>1</sup>	LOS
<i>RM 12 at RM 150<sup>3</sup></i>	53.7	F	56.3	F	19.0	B
<i>US 290 at RM 12</i>	256.7	F	280.7	F	220.3	F

1. MoE is seconds delay per vehicle.
2. PM refers to the PM peak hour of the adjacent street.
3. In the No Build and Build Without Mitigation, the stop controlled approach LOS is shown.

## 13 Conclusions and Recommendations

A Traffic Impact Analysis was completed for the Carter Tract development. The proposed development is located in the northwest corner of the intersection of RM 12 and RM 150, east of Mt. Gainor Road within the City of Dripping Springs and its extraterritorial jurisdiction in Hays County, Texas. The Carter Tract is proposed to have a total of 240 residential lots and with a scheduled completion year of 2021. Carter Tract is anticipated to have ingress/egress to Mt. Gainor Road and Caliterra Parkway via a connector road.

Within the study area prior to Carter Tract’s opening year, the Caliterra development is anticipated to be complete in year 2021. As part of this development, Caliterra Parkway was constructed. Caliterra Parkway is a two-lane approach which intersects RM 12 from the west, approximately 1,000 feet north



of the intersection of RM 12 and RM 150. A private driveway forms the westbound approach of the intersection of RM 12 and Caliterra Parkway. At the intersection of Caliterra Parkway and RM 12, the previously completed Caliterra TIA recommended a northbound left turn lane, a southbound right turn lane, and a traffic signal. The northbound left-turn lane and the southbound right-turn lane at RM 12 and Caliterra Parkway have been constructed.

The TIA involved the following five components: 1) site investigation and data collection, 2) trip generation, 3) trip distribution, 4) traffic operational analysis, and 5) roadway capacity analysis. A traffic analysis model, Synchro, was utilized to determine various Measures of Effectiveness (MoE's), such as Delay and Level Of Service (LOS), for the existing and proposed conditions.

The results of the 2021 Build Condition intersection capacity analysis indicate a need for mitigation at the intersections of US 290 at RM 12 and RM 150 at RM 12. At the intersection of US 290 at RM 12, all approaches will be widened to create dual left turn lanes. The northbound and southbound approaches currently have a left only, shared left/thru lane, and shared thru/right lane. These approaches will be widened to become two left turn lanes, a dedicated thru lane, and a dedicated right turn lane. In addition, a right turn lane from westbound on US 290 to northbound on RM 12 will be added.

Installation of a traffic signal at the intersection of RM 12 at RM 150 and the creation of dual left turn lanes on all approaches and a westbound right turn lane at US 290 at RM 12 are proposed as mitigation measures for this project. It was determined that Carter Tract development is responsible for a pro-rata share amount of \$47,195.60 for these improvements. In addition, the Carter Tract and Caliterra developments are 100% responsible for the traffic signal at the intersection of Caliterra Parkway at RM 12 and the connector road between the developments.

It is planned for Mt. Gainor Road to be widened to two, twelve foot lanes with a three foot shoulder. The Carter Tract development is anticipated to be 4.8% at the daily traffic once the development is in place. The cost of these improvements is anticipated to be \$2,055,000 and the Carter Tract development's pro-rated share amount is \$98,640.

A roadway capacity analysis was completed for two roadway segments in the study area. The segments are Mt. Gainor Road north of the proposed Carter Tract Driveway and the proposed roadway between the Carter Tract and Caliterra developments. The results of the roadway capacity analysis indicate that no operational issues are anticipated due to the build-out of the Carter Tract. It is anticipated that all

roadway segments will operate at LOS C or better, an acceptable threshold for Level Of Service. The results of the analysis for the signalized intersections at Onion Creek utilized accurately depict the field conditions indicated these intersections will operate at LOS B, an acceptable LOS.

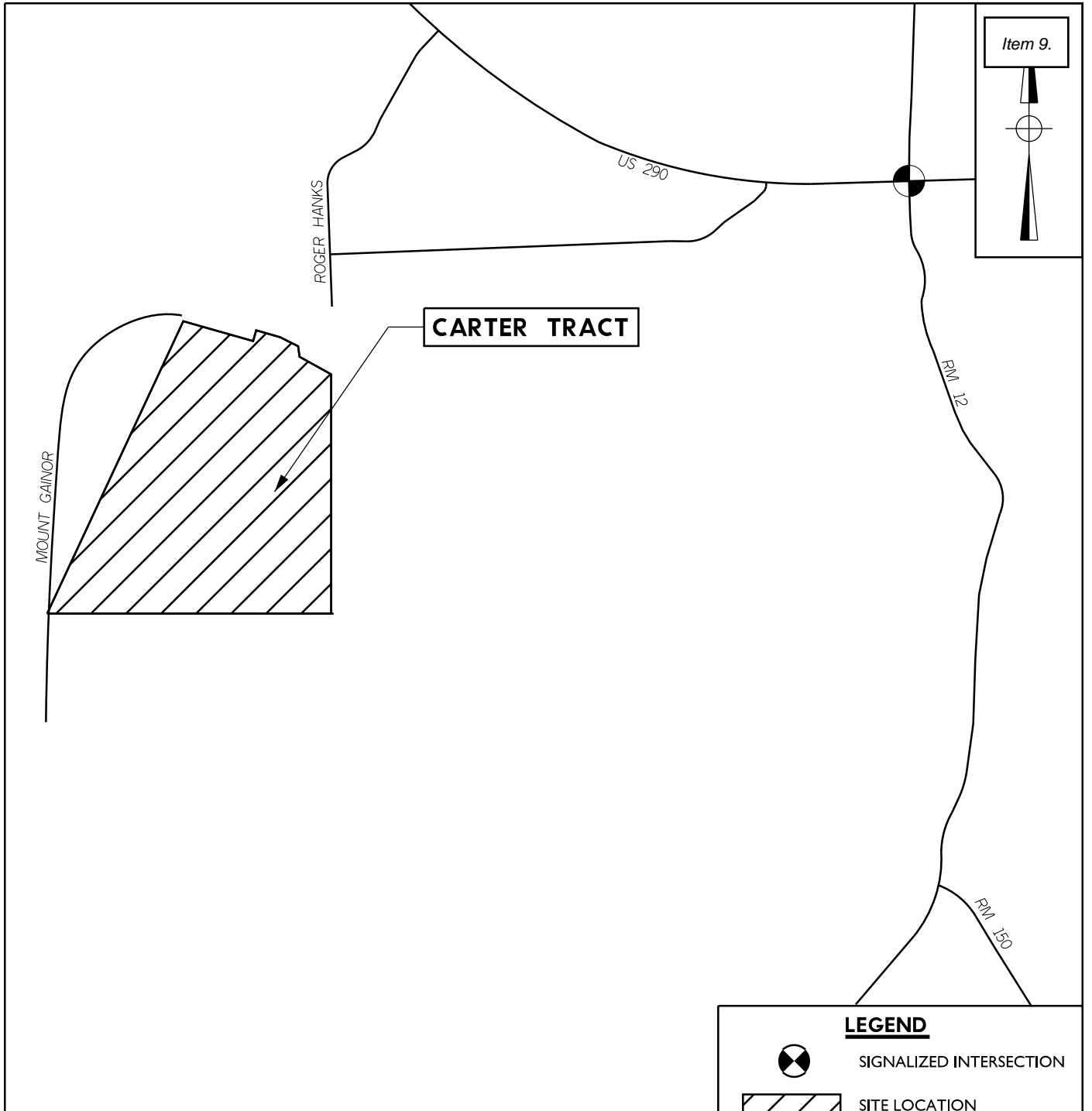
## 14 References

1. Synchro, Version 8.0, Traffic Signal Coordination Software, Trafficware Ltd., Sugar Land, TX, 2012.
2. Trip Generation, 9<sup>th</sup> Edition, Institute of Transportation Engineers, Washington, DC, 2012.
3. Highway Capacity Manual 2010, Transportation Research Board, National Research Council, Washington, DC, 2010.
4. HCS 2010, Release 6.8, McTrans Center, Gainesville, FL, 2016.

## Appendix A

### Exhibits

Item 9.



**CARTER TRACT**

MOUNT GAINOR

ROGER HANKS

US 290

RM 12

RM 150

**LEGEND**



SIGNALIZED INTERSECTION



SITE LOCATION

NOTES:  
THIS DRAWING SHOWS ONLY THE LOCATIONS RELEVANT TO THIS STUDY.  
THE LOCATIONS OF ALL ITEMS SHOWN IN THIS EXHIBIT ARE APPROXIMATE.

**HAYS COUNTY VICINITY MAP**  
N.T.S.



**STUDY LOCATION**

**RPS** klotz associates

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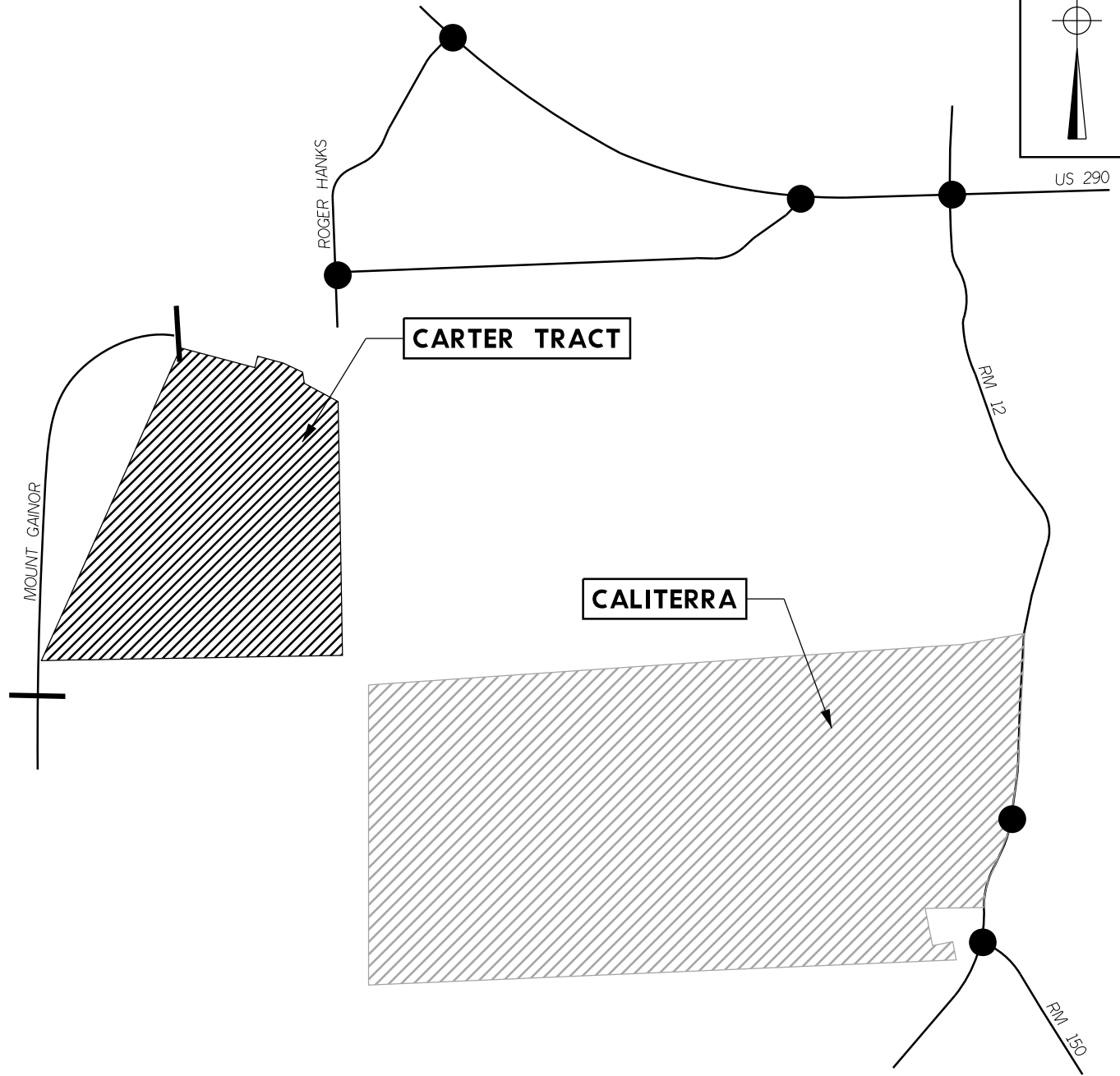
**SITE LOCATION MAP**

**Carter Tract Residential Development  
Traffic Impact Analysis**




RPS Klotz Proj. No: 1260.001.000

Scale: N.T.S.

Date: December 2017



**LEGEND**

-  INTERSECTION TURNING MOVEMENT COUNTS
-  24-HR TUBE COUNTS
-  SITE LOCATION

**RPS** klotz associates

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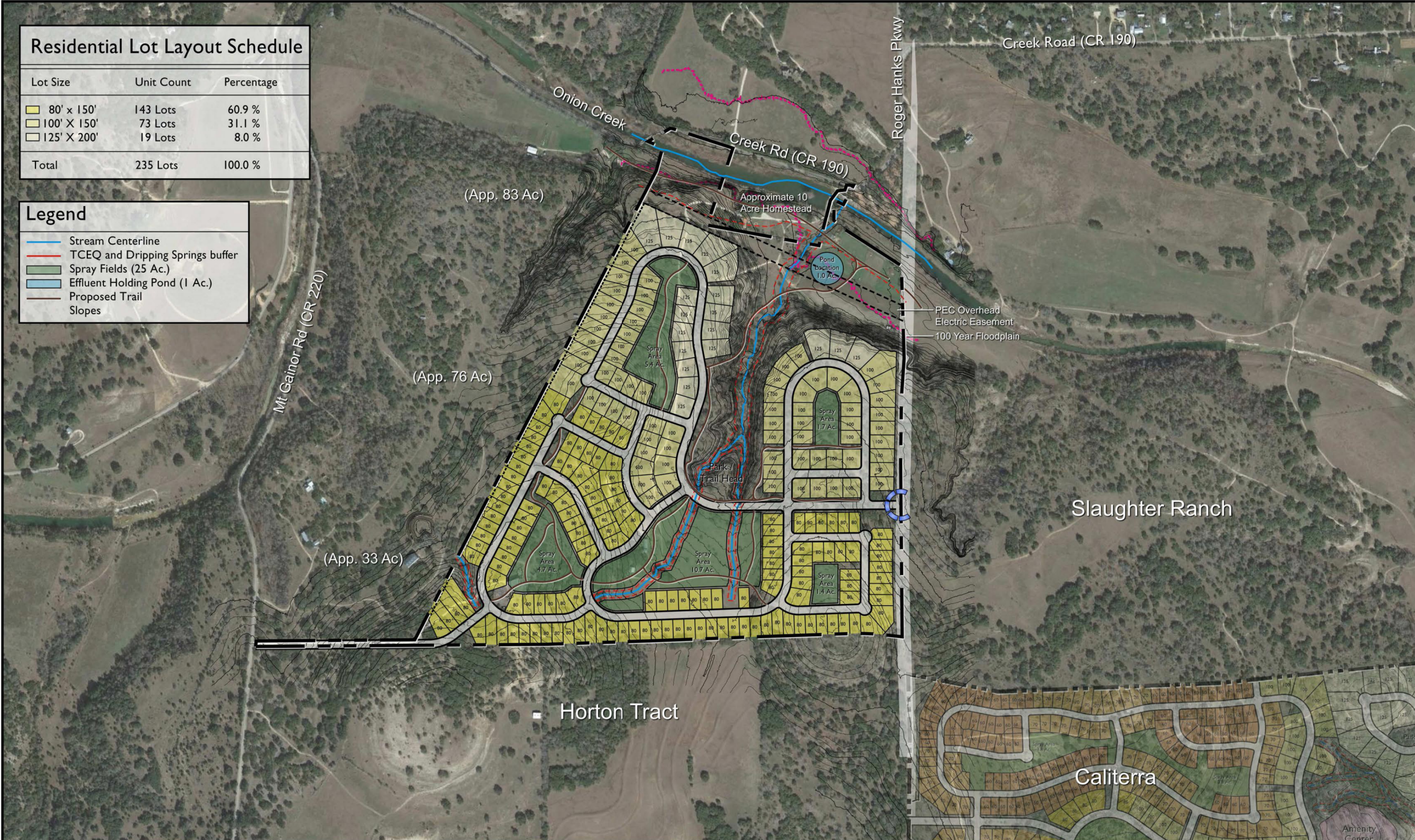
**STUDY AREA**

**Carter Tract Residential Development  
Traffic Impact Analysis**

RPS Klotz Proj. No: 1260.001.000

Scale: N.T.S.

Date: December 2017



### Residential Lot Layout Schedule

Lot Size	Unit Count	Percentage
80' x 150'	143 Lots	60.9 %
100' x 150'	73 Lots	31.1 %
125' x 200'	19 Lots	8.0 %
<b>Total</b>	<b>235 Lots</b>	<b>100.0 %</b>

### Legend

- Stream Centerline
- TCEQ and Dripping Springs buffer
- Spray Fields (25 Ac.)
- Effluent Holding Pond (1 Ac.)
- Proposed Trail
- Slopes

**Carter Tract**  
Hays County, Texas

**Conceptual Lot Layout - C**

SCALE : 1" = 300'  
 0 150 300 600  
 DATE : 10-19-2015

**NORTH**

Aerial Photography circa January 2015  
 2' Contour Interval

712 Congress Avenue, Suite 300  
 Austin, TX 78701  
 Tel: (512) 480-0032 Fax: (512) 480-0617  
 www.rvplanning.com

**rvplanning**  
 planning • landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVI has not made an independent investigation of these sources and no warranty or representation is made by RVI as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objectives.

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**SITE PLAN**

**Carter Tract  
 Traffic Impact Analysis**

RPS Klotz Proj. No: 1260.001.000  
 Scale: N.T.S.  
 Date: December 2017

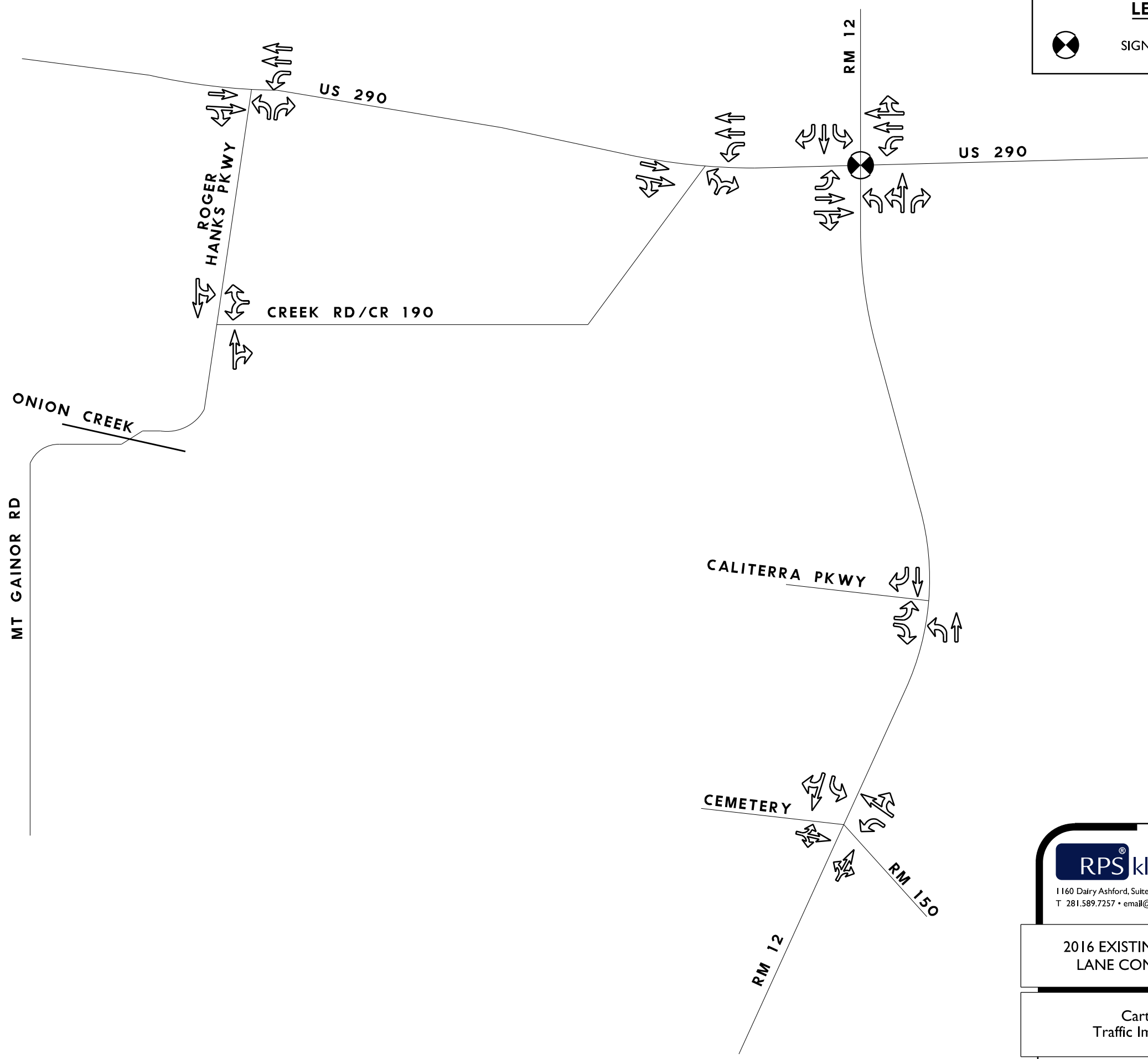
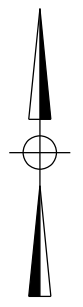
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION



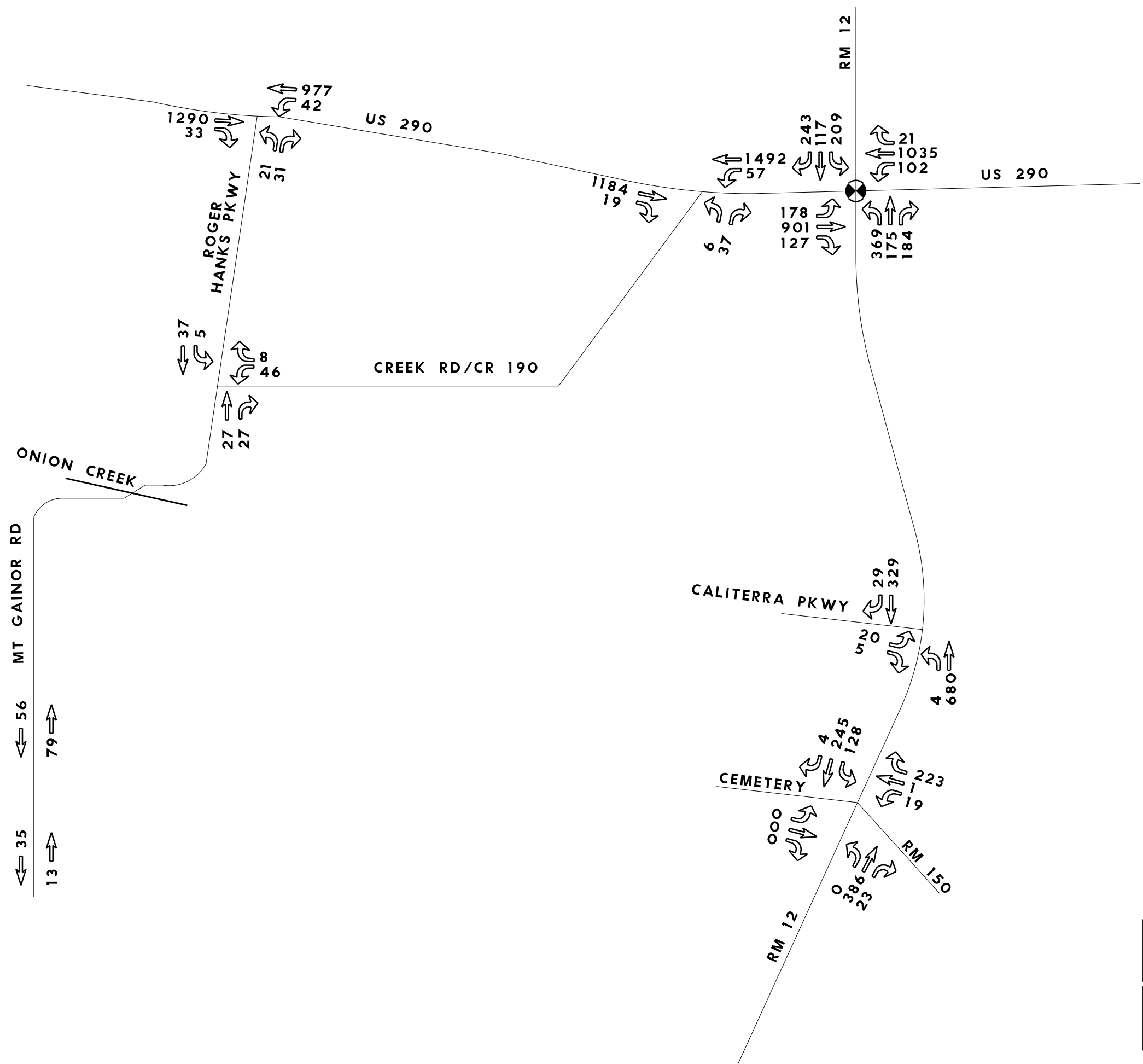
**RPS** klotz associates  
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**2016 EXISTING CONDITION  
LANE CONFIGURATION**

**Carter Tract  
Traffic Impact Analysis**

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Date: December 2017	

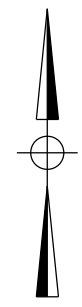
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**LEGEND** Item 9.

SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUME



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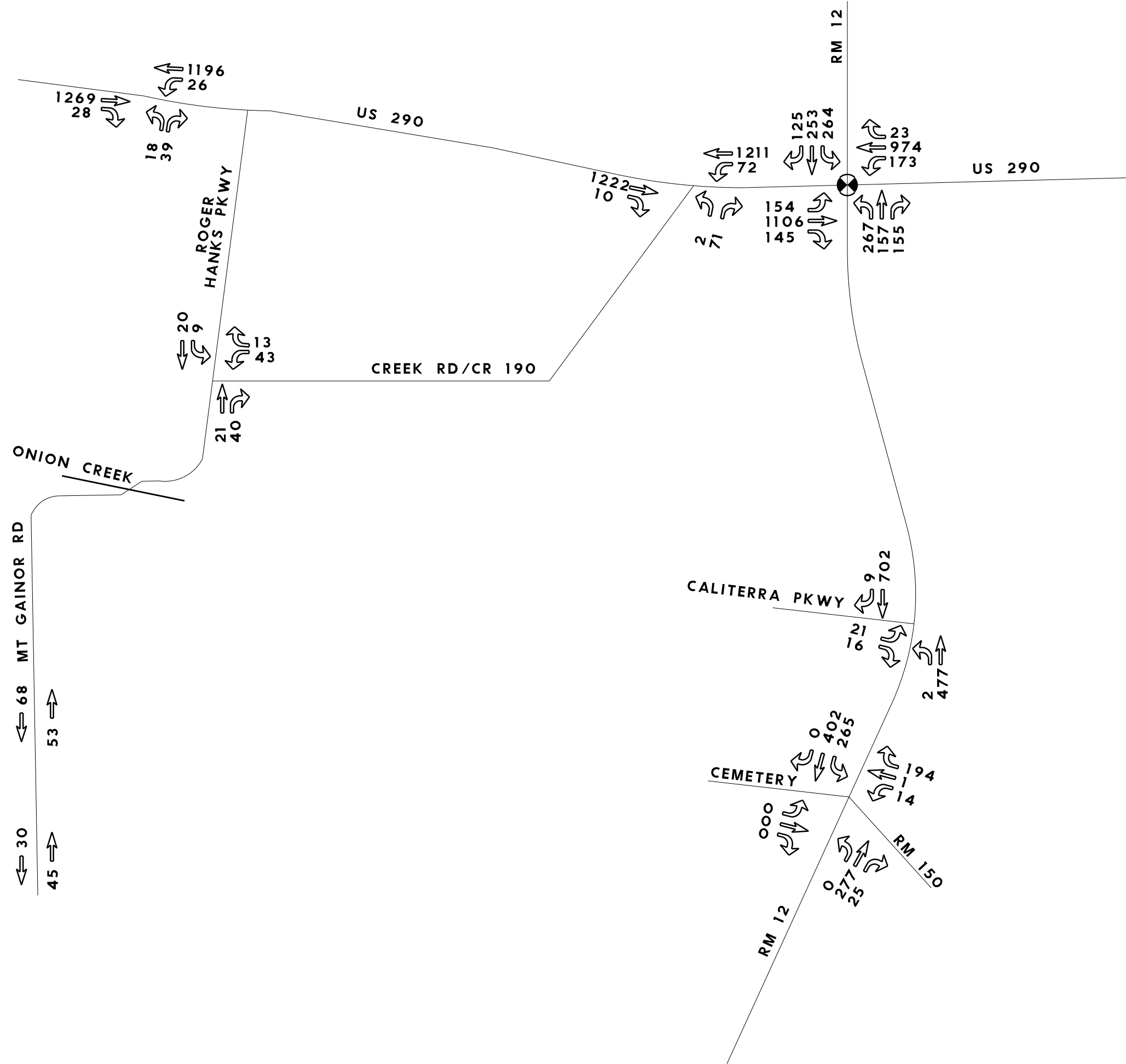
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 AM PEAK HOUR**

**Carter Tract  
 Traffic Impact Analysis**


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Date: December 2017	



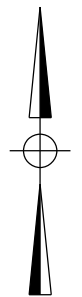
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUME



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2016 EXISTING CONDITION  
PM PEAK HOUR

Carter Tract  
Traffic Impact Analysis

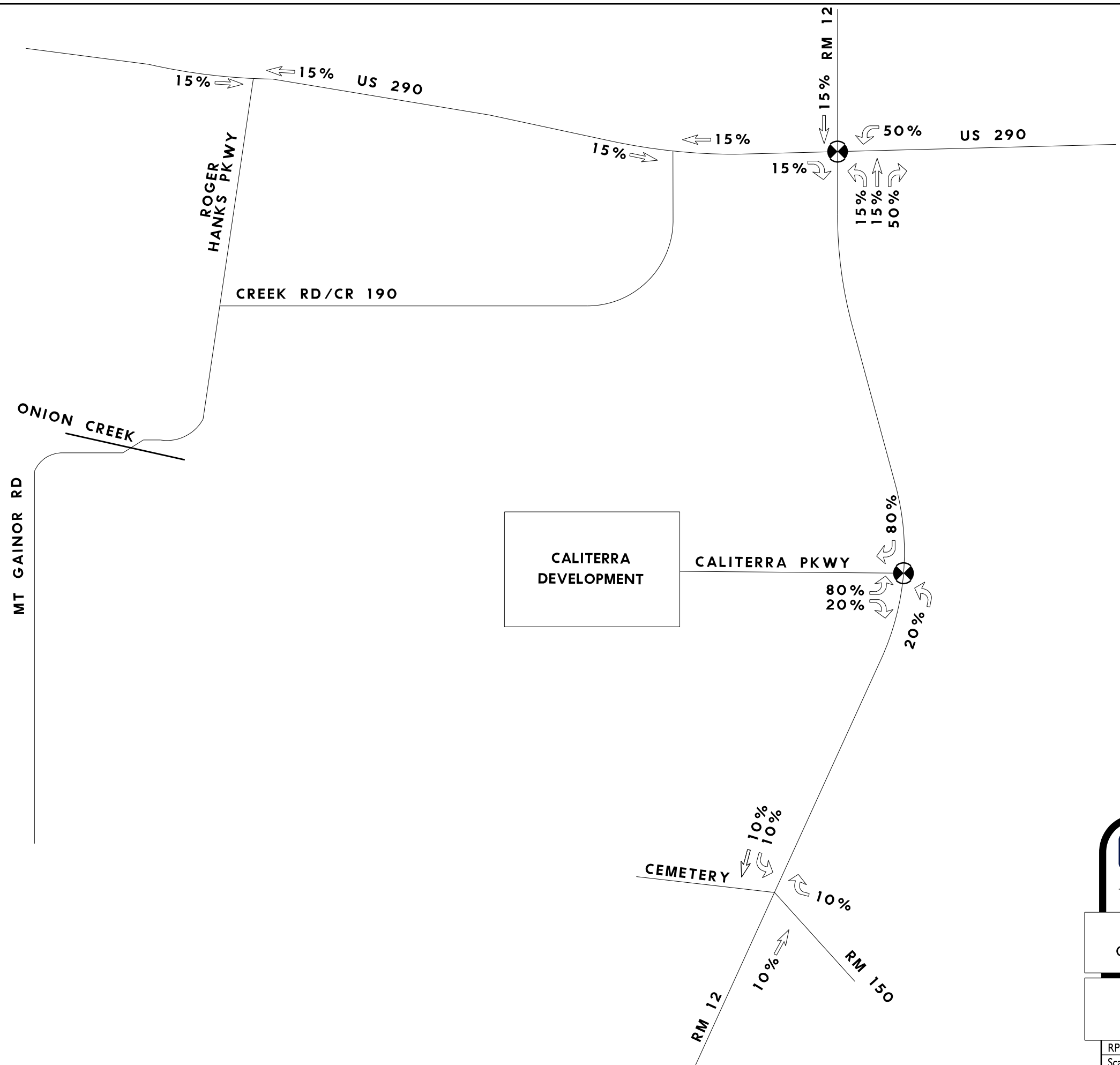
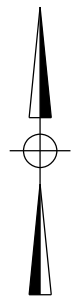
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XX%** TRAFFIC DISTRIBUTION



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**2021 NO BUILD CONDITION  
CALITERRA TRIP DISTRIBUTION**

**Carter Tract  
Traffic Impact Analysis**

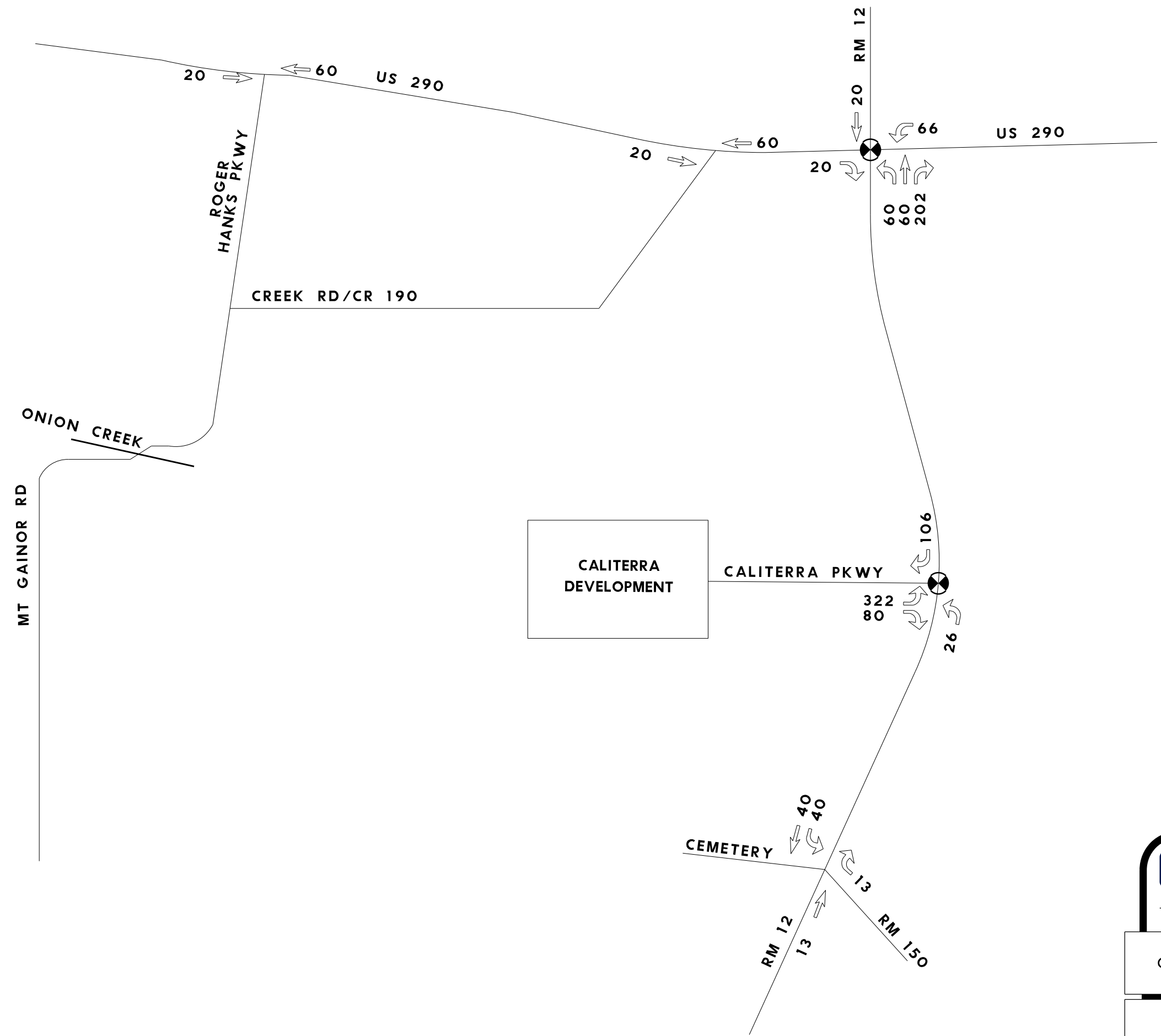
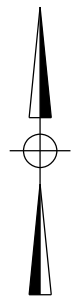
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUMES



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2021 NO BUILD CONDITION  
 CALITERRA TRIP ASSIGNMENT  
 AM PEAK HOUR

Carter Tract  
 Traffic Impact Analysis

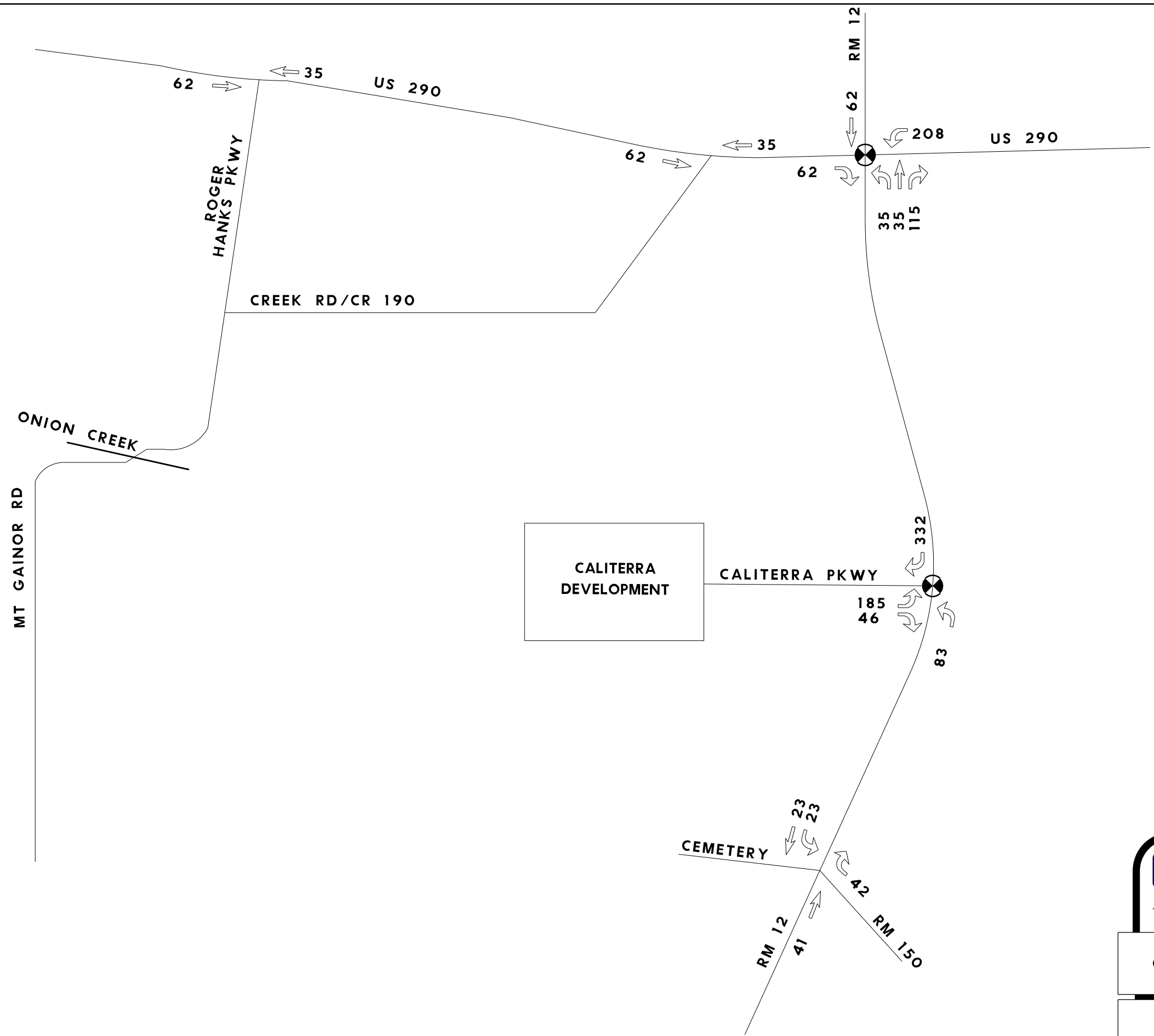
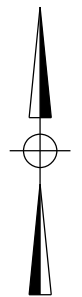
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUMES



**RPS** klotz associates

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**2021 NO BUILD CONDITION  
CALITERRA TRIP ASSIGNMENT  
PM PEAK HOUR**

**Carter Tract  
Traffic Impact Analysis**

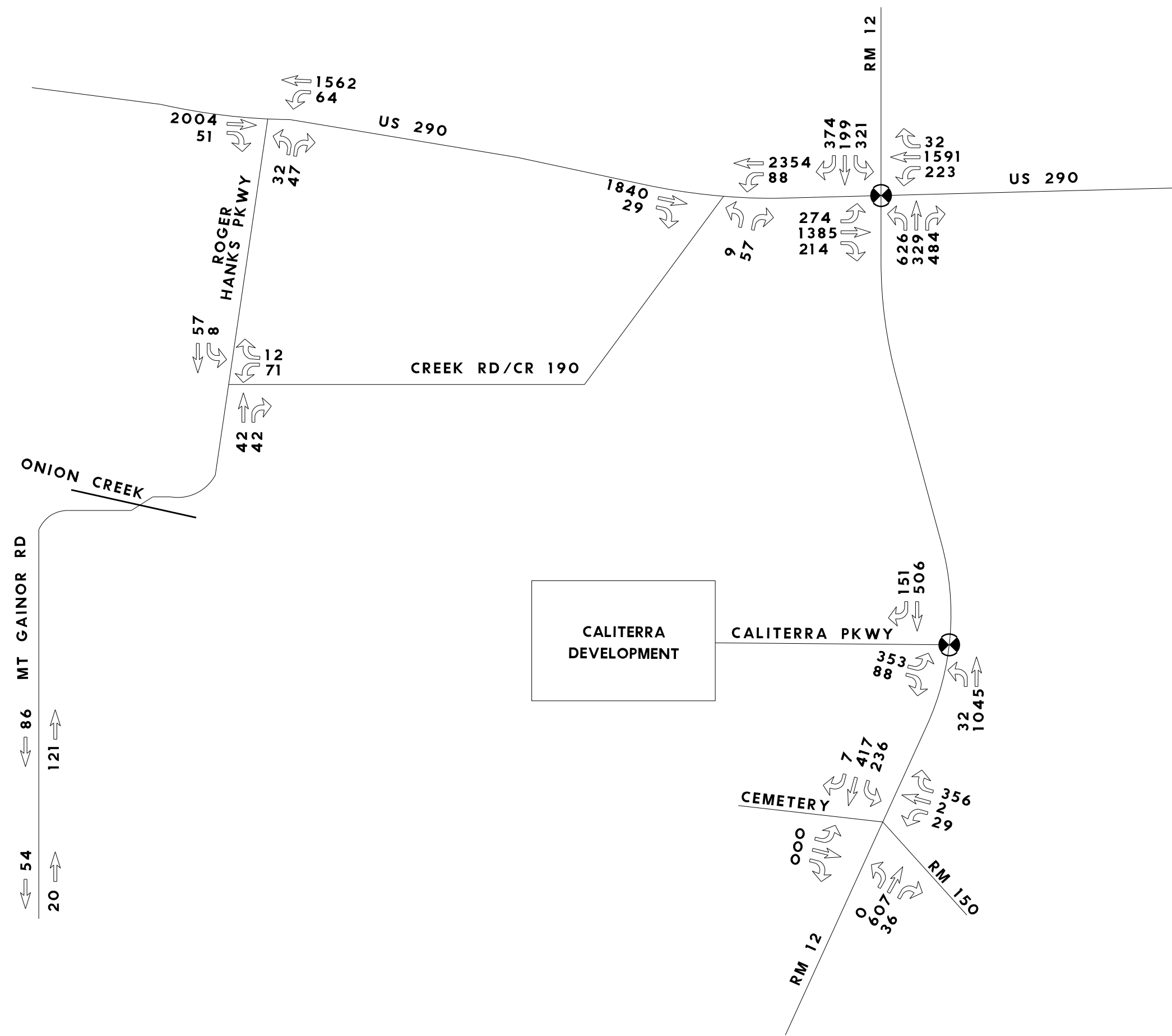
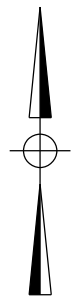
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUMES



NOTE: INCLUDES CALITERRA DEVELOPMENT'S TRIP GENERATION

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2021 NO BUILD CONDITION  
 AM PEAK HOUR

Carter Tract  
 Traffic Impact Analysis

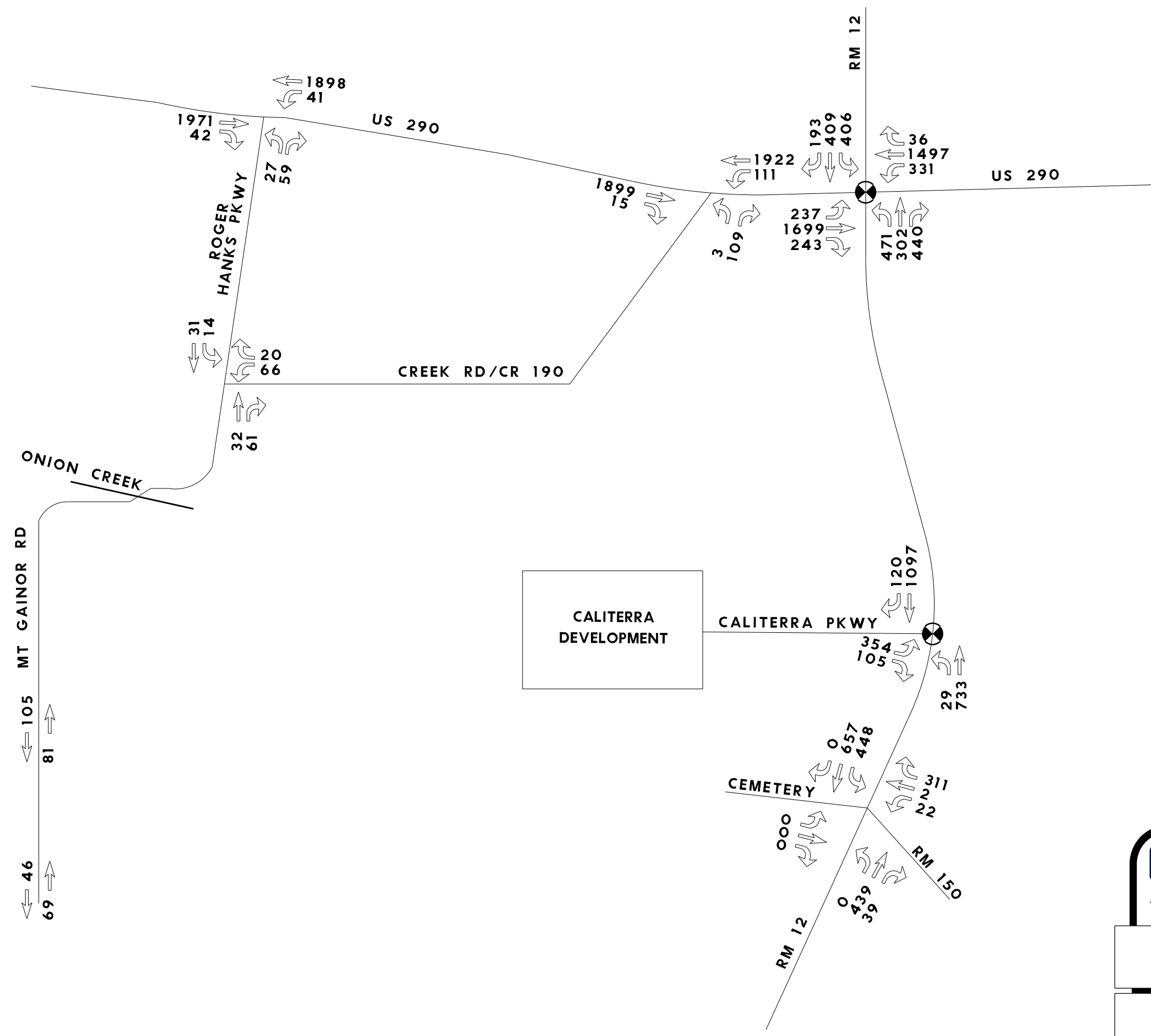
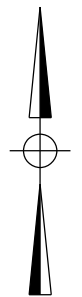
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUME



CALITERRA DEVELOPMENT

**NOTE: INCLUDES CALITERRA DEVELOPMENT'S TRIP GENERATION**

**RPS** klotz associates

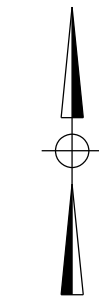
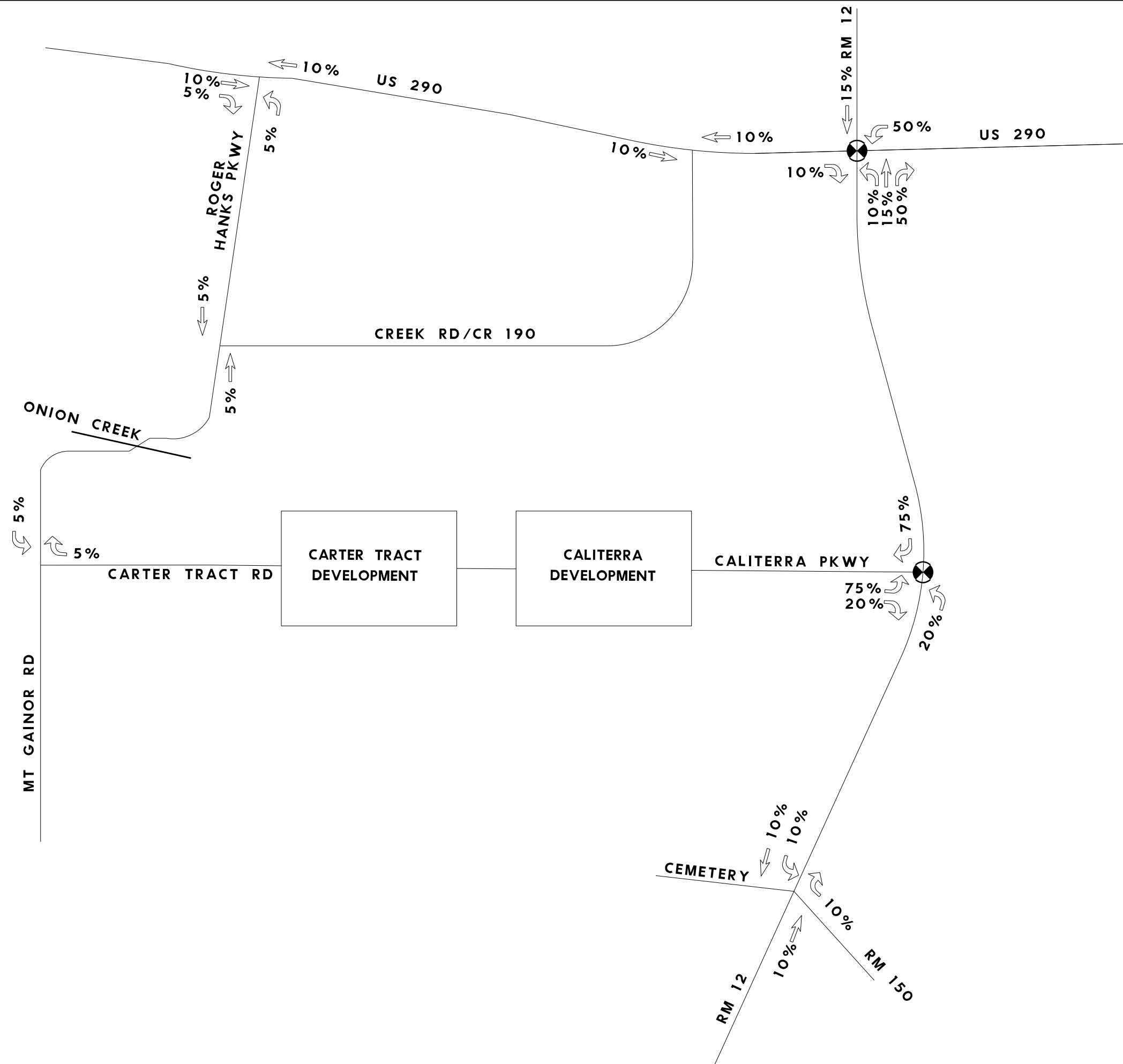
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**2021 NO BUILD CONDITION  
 PM PEAK HOUR**

**Carter Tract  
 Traffic Impact Analysis**

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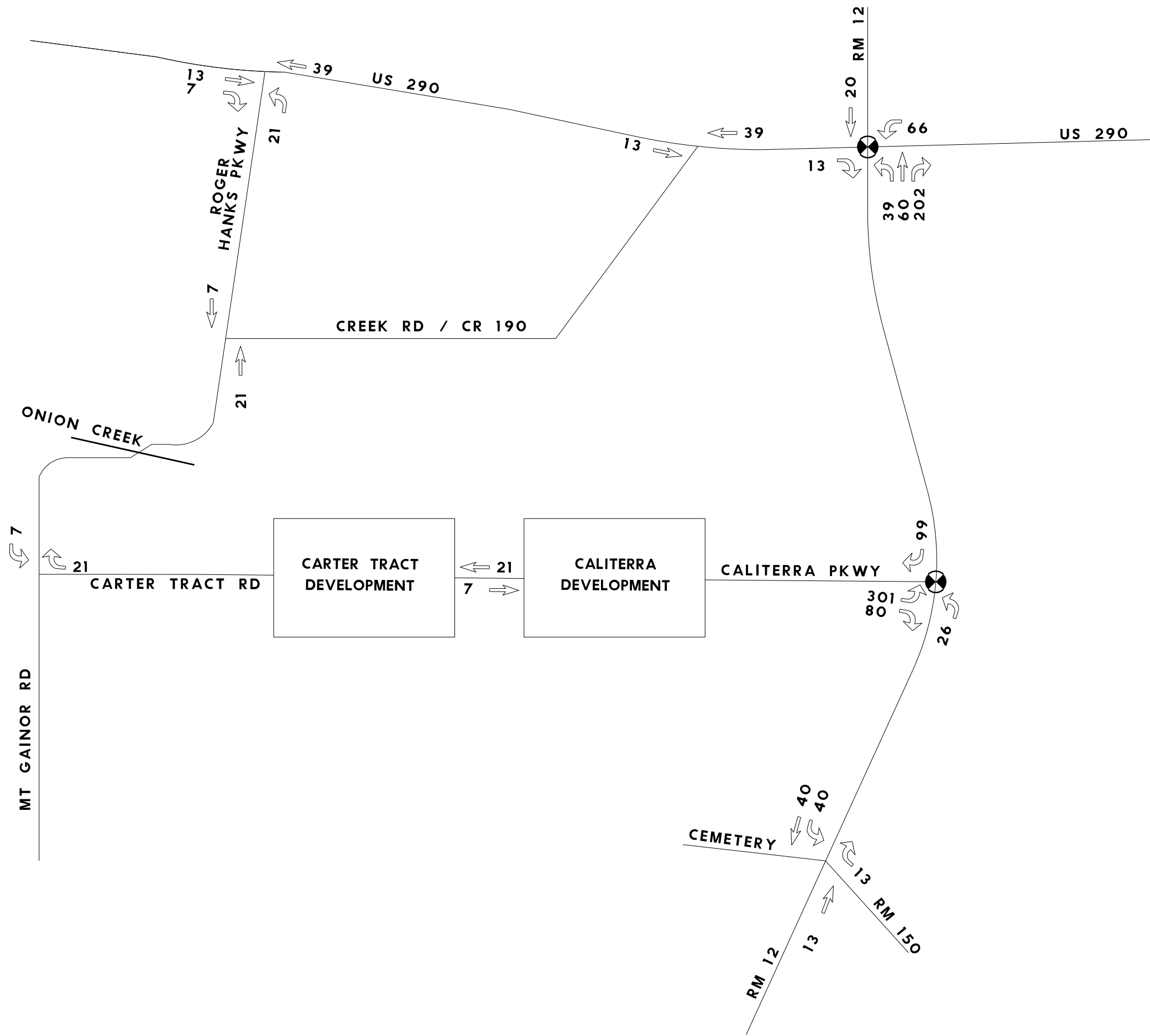
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**2021 BUILD CONDITION  
 CALITERRA TRIP DISTRIBUTION**

**Carter Tract  
 Traffic Impact Analysis**

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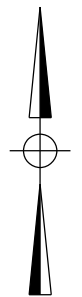
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**LEGEND** Item 9.

⊗ SIGNALIZED INTERSECTION

XXX TRAFFIC VOLUME



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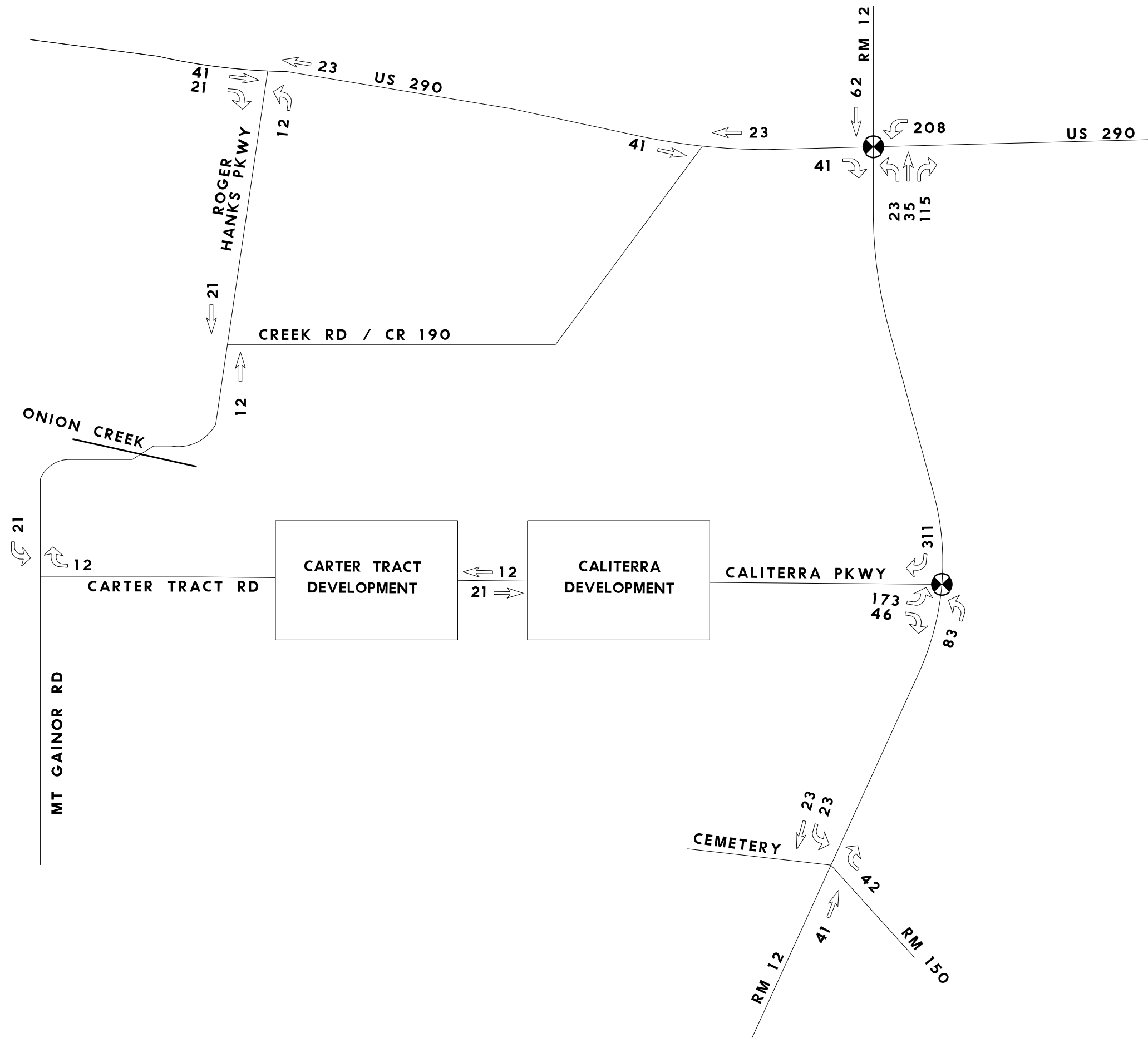
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 CALITERRA TRIP ASSIGNMENT  
 AM PEAK HOUR

Carter Tract  
 Traffic Impact Analysis


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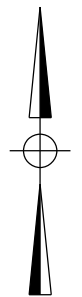
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUME



**RPS** klotz associates

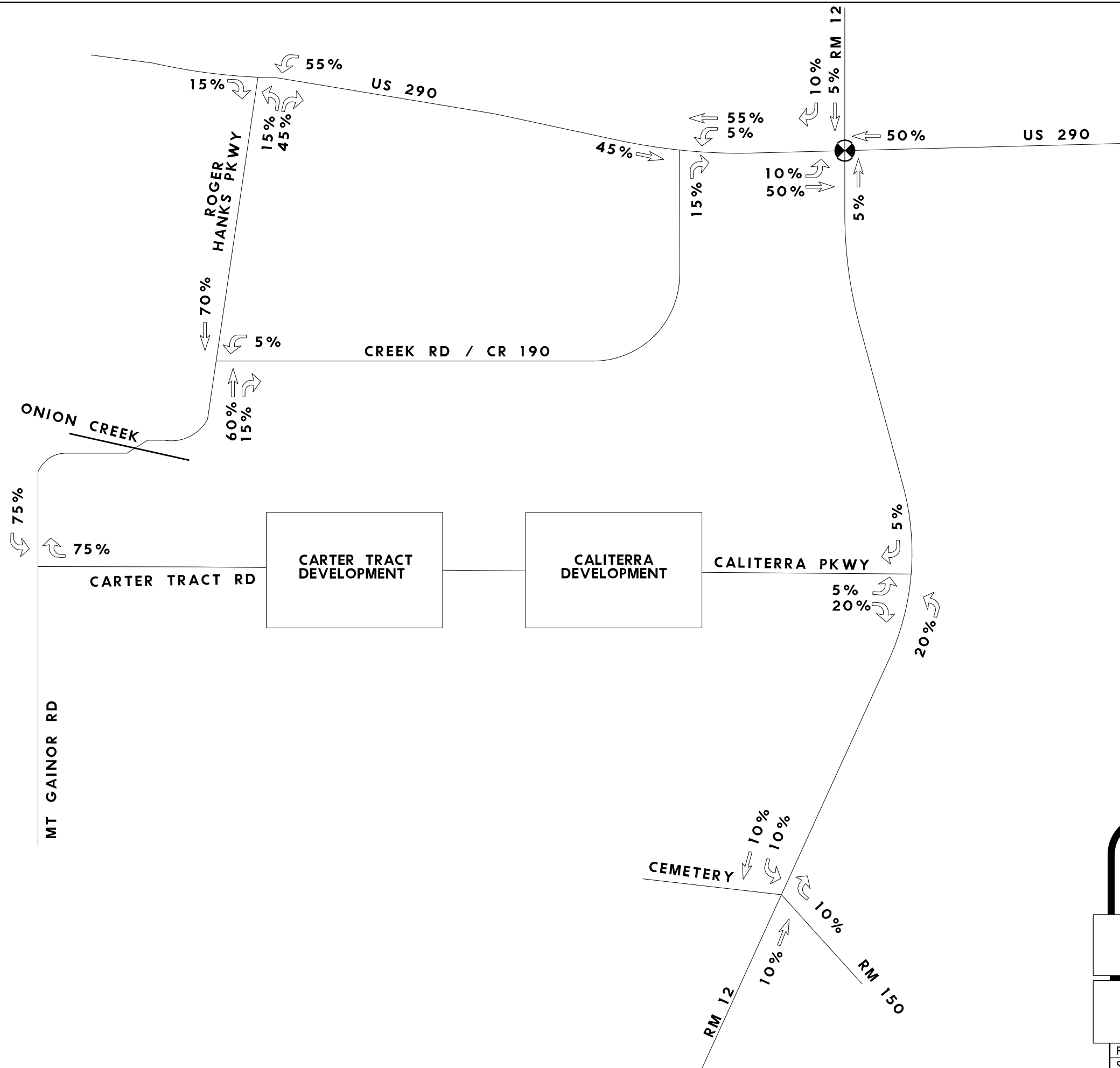
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**2021 BUILD CONDITION  
CALITERRA TRIP ASSIGNMENT  
PM PEAK HOUR**


**Carter Tract  
Traffic Impact Analysis**

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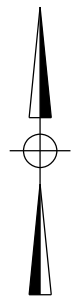
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XX%** TRAFFIC DISTRIBUTION



**RPS** klotz associates

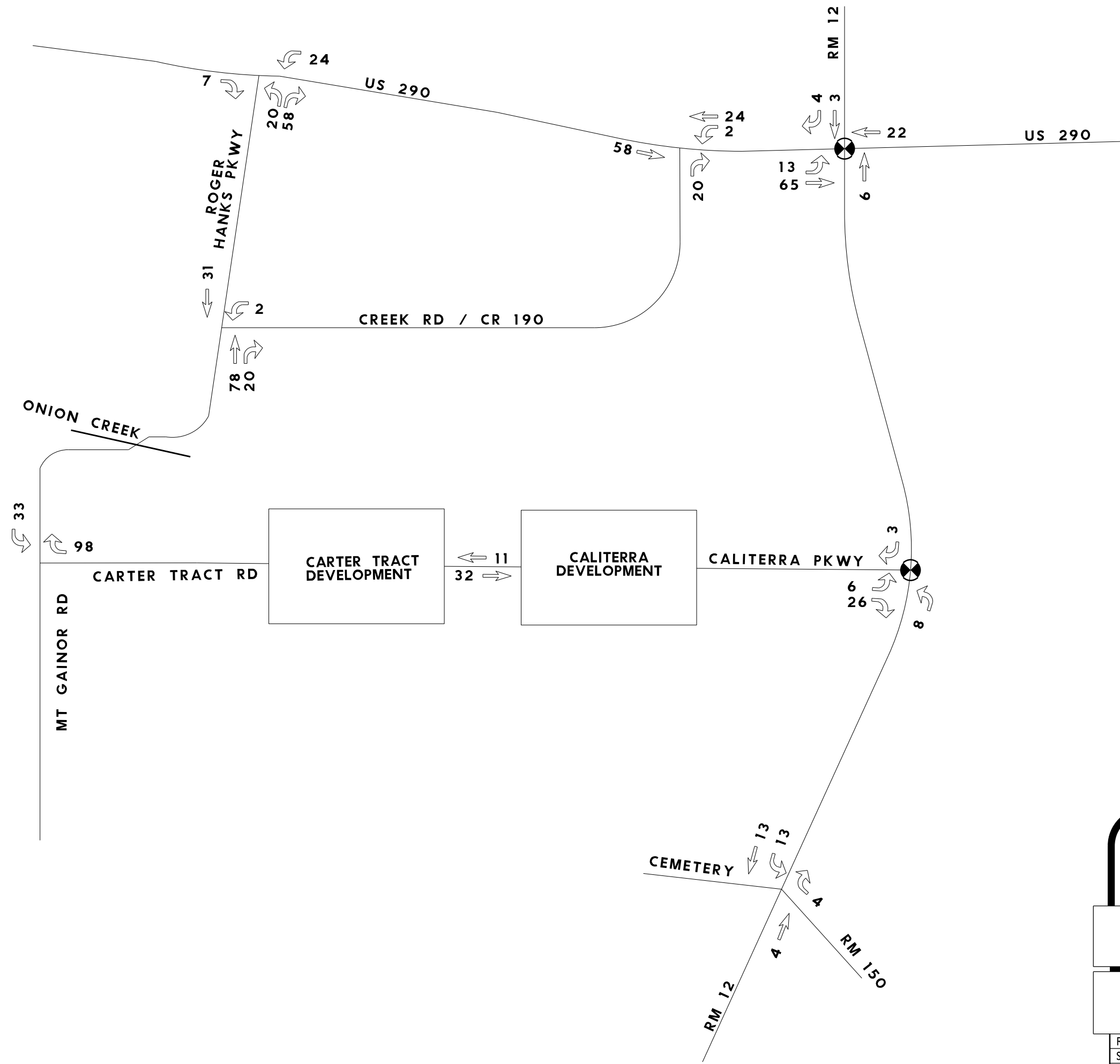
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**CARTER TRACT TRIP DISTRIBUTION**


Carter Tract  
Traffic Impact Analysis

RPS Klotz Proj. No: 1260.001.000	170
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Date: December 2017	

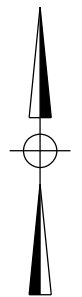
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUME



**RPS** klotz associates

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**CARTER TRACT  
TRIP ASSIGNMENT  
AM PEAK HOUR**

**Carter Tract  
Traffic Impact Analysis**

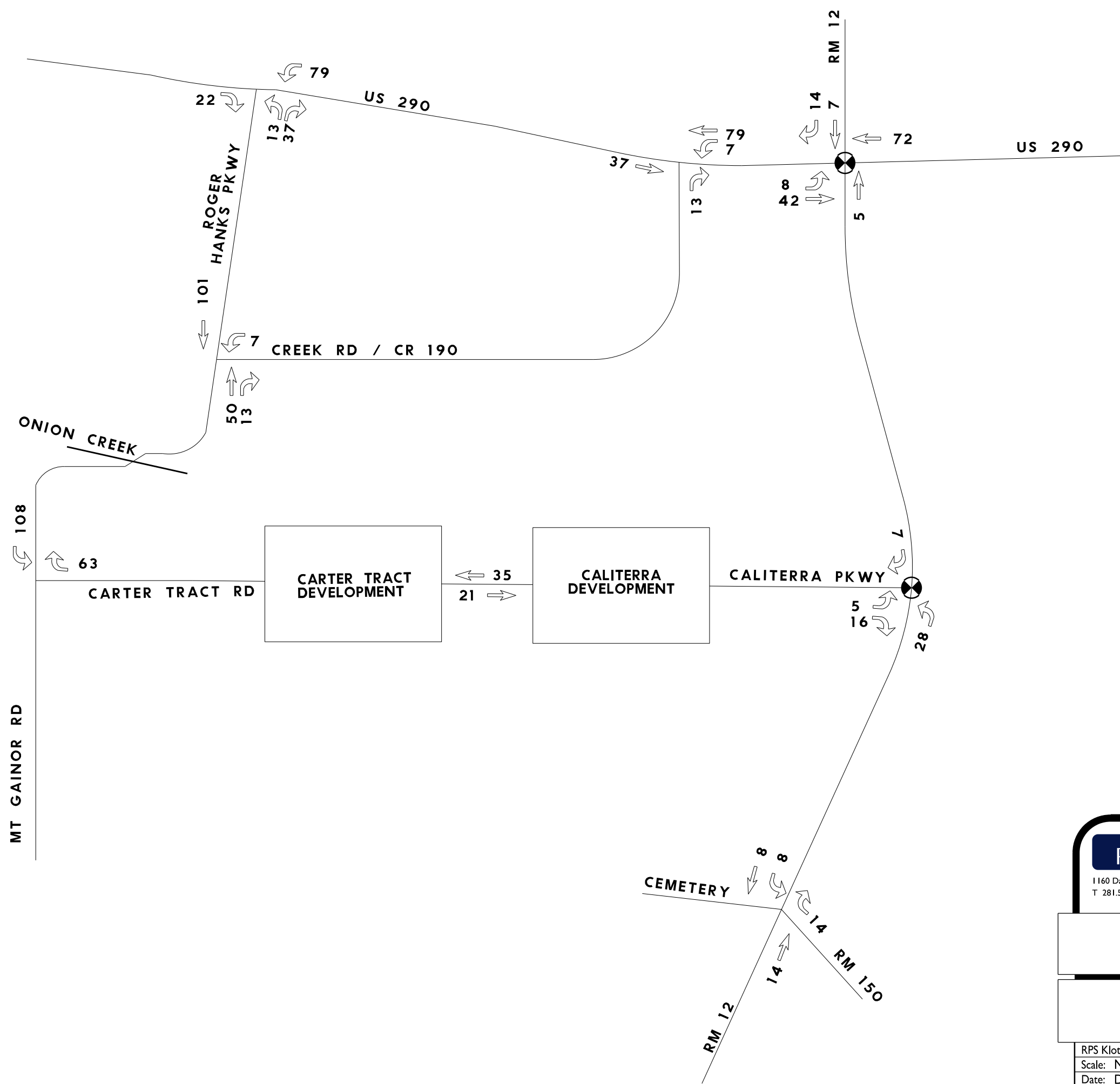
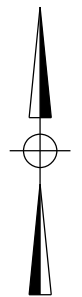
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUME



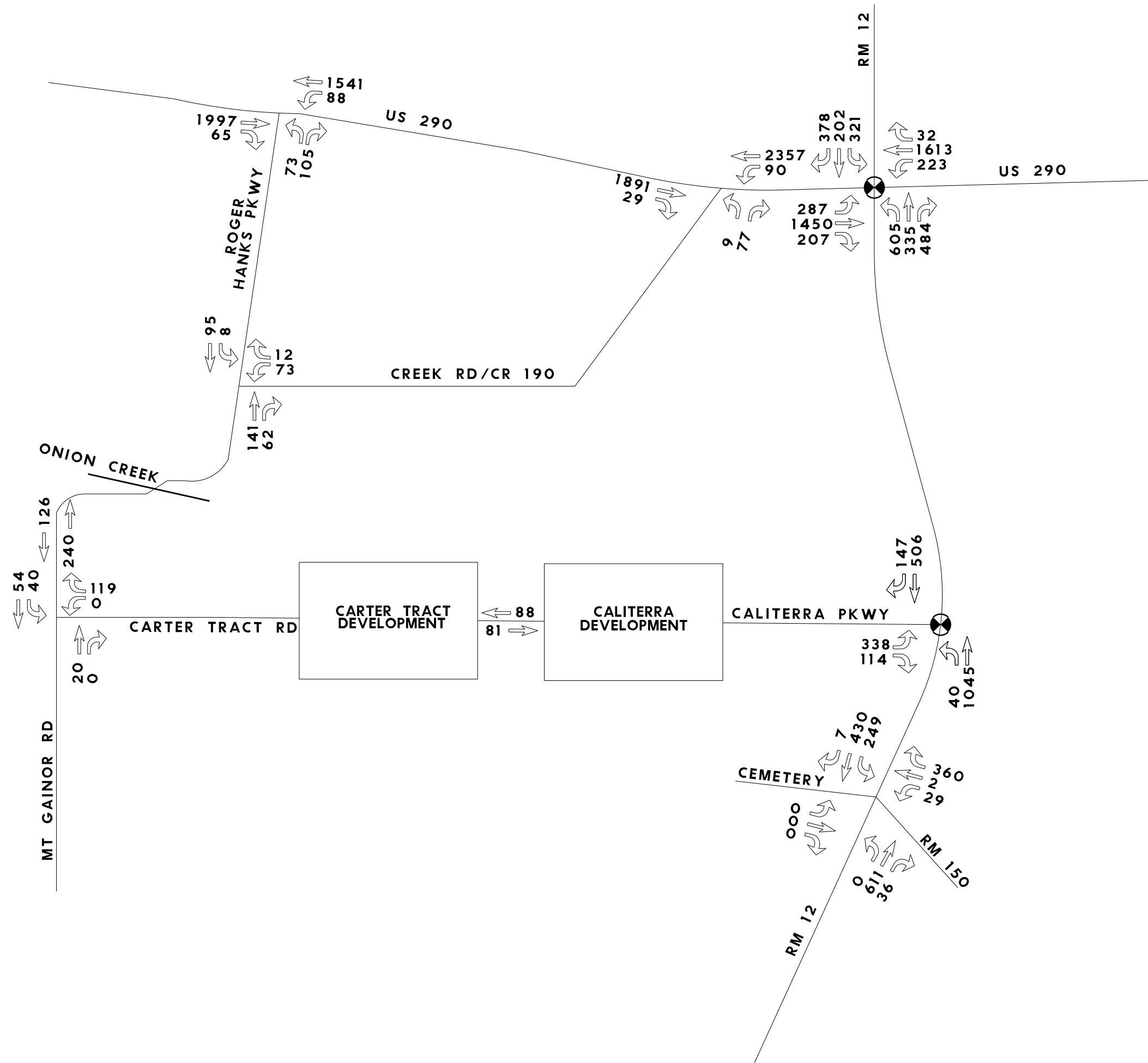
**RPS** klotz associates  
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**CARTER TRACT  
 TRIP ASSIGNMENT  
 PM PEAK HOUR**


**Carter Tract  
 Traffic Impact Analysis**

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Date: December 2017	

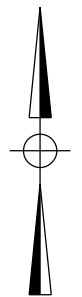
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUME



**RPS** klotz associates

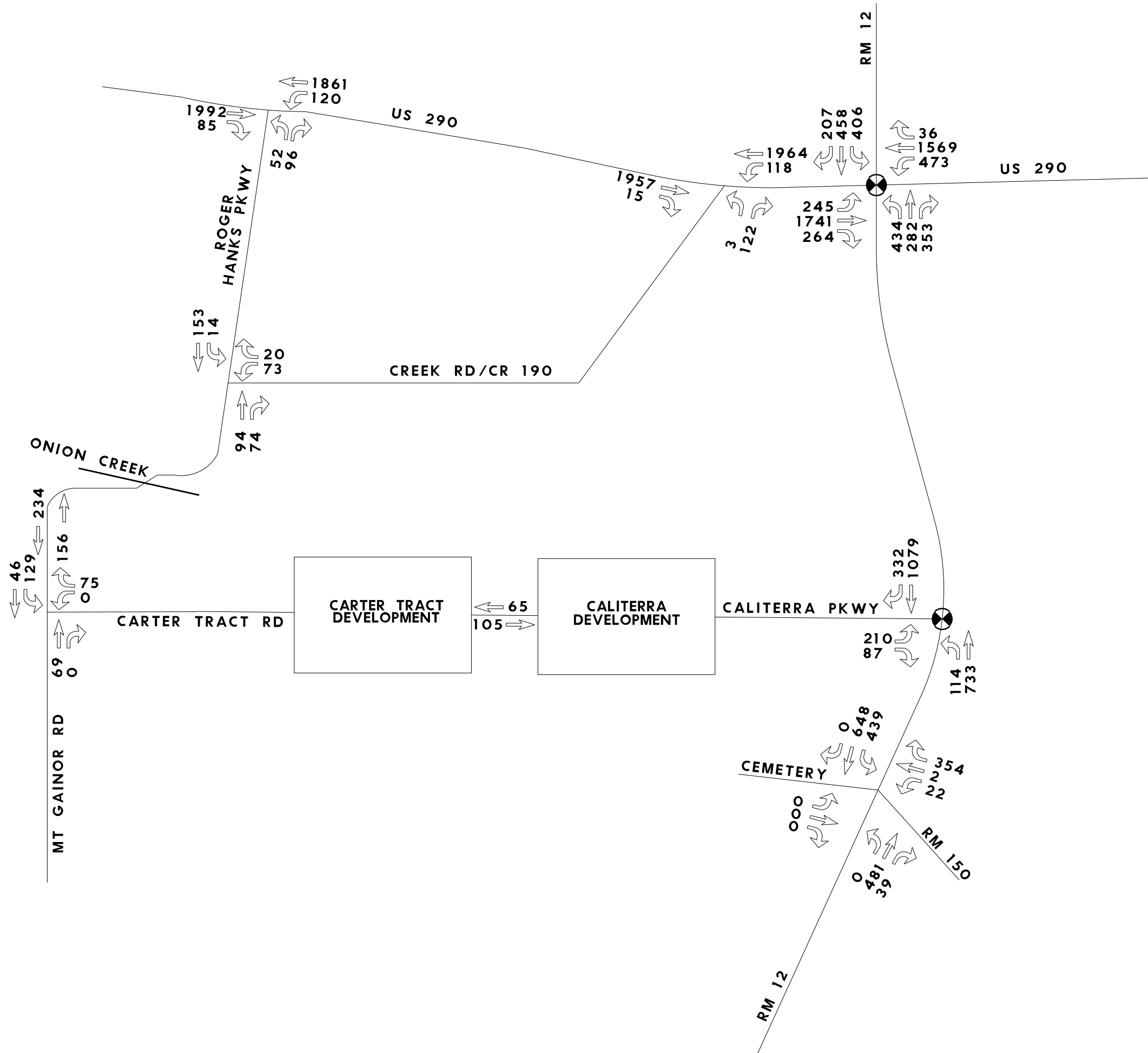
1160 Dairy Ashford, Suite 500, Houston, Texas 77079  
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2021 BUILD CONDITION  
 AM PEAK HOUR


Carter Tract  
 Traffic Impact Analysis

RPS Klotz Proj. No: 1260.001.000	173
Scale: N.T.S.	
Date: December 2017	

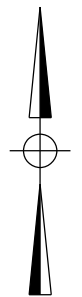
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**LEGEND** Item 9.

 SIGNALIZED INTERSECTION

**XXX** TRAFFIC VOLUME



**RPS** klotz associates

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2021 BUILD CONDITION  
 PM PEAK HOUR

Carter Tract  
 Traffic Impact Analysis

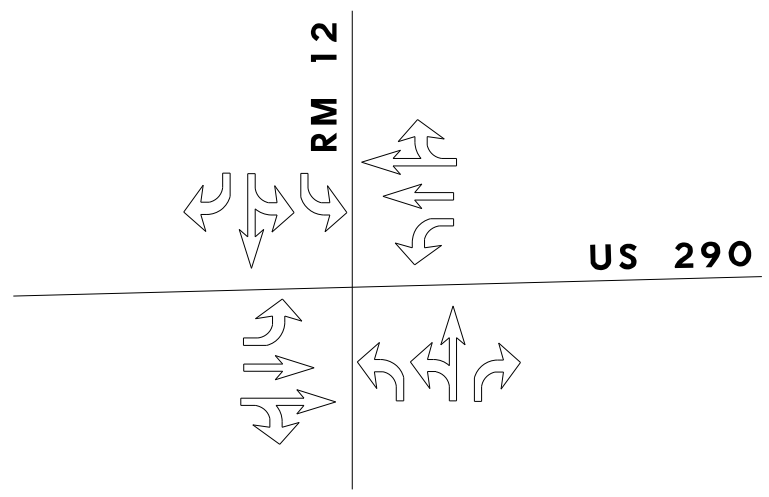
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Date: December 2017	

**LEGEND** Item 9.

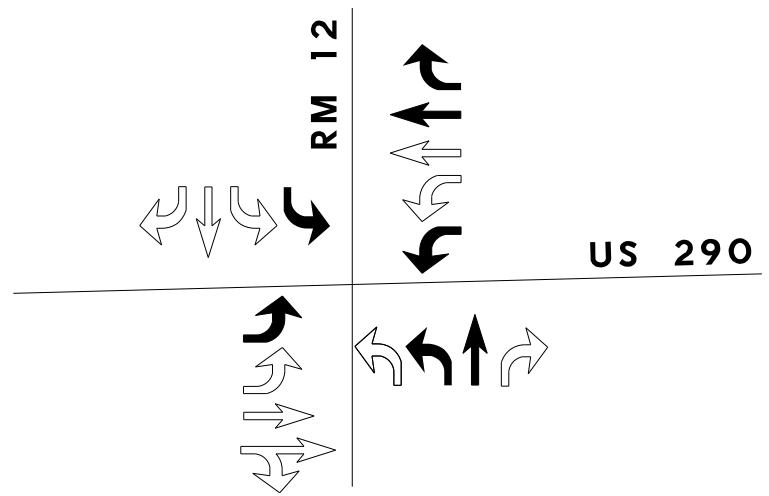
- EXISTING
- MODIFIED LANE



### Existing Lane Configuration



### Proposed Lane Configuration



**RPS** klotz associates  
1160 Dairy Ashford, Suite 500, Houston, Texas 77079  
T 281.589.7257 • email@klotz.com • Texas PE Firm Reg. #F-929

### US 290 PROPOSED CONFIGURATION

### Carter Tract Residential Development Traffic Impact Analysis

RPS Klotz Proj. No: 1260.001.000	175
Scale: N.T.S.	
Date: December 2017	

12/7/2017 1:45:57 PM J:\1260.001.000\07.00 CADD Exhibit 20 - Improvement Locations.dgn

## Appendix B

### Traffic Data



**Table B1. Turning Movement Counts for RR 12 at US 290**  
**AM Peak Period**

<b>Location:</b>	RR 12 at US 290
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Ranch Road 12
<b>East-West street:</b>	US 290
<b>Peak Period:</b>	7:00 AM - 9:00 AM
<b>Date Collected:</b>	May 27, 2015
<b>Collected by:</b>	GRAM Traffic

Peak Hour Turning Movements/Percentages										
<b>517</b>					<b>Ranch Road 12</b>					<b>1053</b>
43%	21%	37%	0%	⤵		19	2%			
221	106	190	0	↖		941	89%			
↙	↓	↘	↻	↷		93	9%			
						<b>US 290</b>				
						↻	↖	↑	↗	
						0	335	159	167	
						0%	51%	24%	25%	
						<b>661</b>				
										⤴ North
<b>Date:</b>	May 27, 2015									
<b>Peak Period:</b>	7:00 AM - 9:00 AM									
<b>Peak Hour:</b>	8:00 AM - 9:00 AM									

Time	Southbound				Westbound				Northbound				Eastbound			
	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn
7:00 AM - 7:15 AM	26	16	19	0	13	128	5	0	50	26	43	0	23	128	19	0
7:15 AM - 7:30 AM	49	15	26	0	14	196	5	0	71	51	47	0	34	143	26	0
7:30 AM - 7:45 AM	75	25	29	0	26	184	8	0	85	51	36	0	42	185	49	0
7:45 AM - 8:00 AM	70	20	34	0	23	172	5	0	82	35	43	0	26	194	54	0
8:00 AM - 8:15 AM	38	18	45	0	20	196	8	0	72	43	41	0	26	179	32	0
8:15 AM - 8:30 AM	38	25	67	0	25	252	4	0	90	35	31	0	44	199	35	0
8:30 AM - 8:45 AM	47	30	55	0	24	261	4	0	90	41	40	0	49	223	27	0
8:45 AM - 9:00 AM	67	33	54	0	24	232	3	0	83	40	55	0	43	218	21	0
<b>Total</b>	<b>410</b>	<b>182</b>	<b>329</b>	<b>0</b>	<b>169</b>	<b>1621</b>	<b>42</b>	<b>0</b>	<b>623</b>	<b>322</b>	<b>336</b>	<b>0</b>	<b>287</b>	<b>1469</b>	<b>263</b>	<b>0</b>
<b>Peak Hour Total</b>	<b>190</b>	<b>106</b>	<b>221</b>	<b>0</b>	<b>93</b>	<b>941</b>	<b>19</b>	<b>0</b>	<b>335</b>	<b>159</b>	<b>167</b>	<b>0</b>	<b>162</b>	<b>819</b>	<b>115</b>	<b>0</b>
<b>Peak Turn Percent</b>	<b>37%</b>	<b>21%</b>	<b>43%</b>	<b>0%</b>	<b>9%</b>	<b>89%</b>	<b>2%</b>	<b>0%</b>	<b>51%</b>	<b>24%</b>	<b>25%</b>	<b>0%</b>	<b>15%</b>	<b>75%</b>	<b>10%</b>	<b>0%</b>
<b>Peak Approach Total</b>	<b>517</b>				<b>1053</b>				<b>661</b>				<b>1096</b>			

<b>Peak Hour:</b>	8:00 AM	-	9:00 AM
<b>Peak 15 Minutes:</b>	8:30 AM	-	8:45 AM
<b>Peak Hour Factor (PHF):</b>	0.93		

**Table B2. Turning Movement Counts for RR 12 at US 290**  
**PM Peak Period**

<b>Location:</b>	RR 12 at US 290
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Ranch Road 12
<b>East-West street:</b>	US 290
<b>Peak Period:</b>	4:00 PM - 6:00 PM
<b>Date Collected:</b>	May 27, 2015
<b>Collected by:</b>	GRAM Traffic

Peak Hour Turning Movements/Percentages																
<b>584</b>				<b>Ranch Road 12</b>					<b>1063</b>							
20%	39%	41%	0%		↳	21	2%									
114	230	240	0		↖	885	83%									
↳	↓	↳	↻		↵	157	15%									
					<b>US 290</b>											
					↻	0	0%	↖	243	27%	↑	143	27%	↗	141	27%
<b>1277</b>					0%	0	0%	↖	46%	27%	↗	141	27%			
					11%	140	11%	↖	46%	27%	↗	141	27%			
					79%	1005	79%	↖	46%	27%	↗	141	27%			
					10%	132	10%	↖	46%	27%	↗	141	27%			
									<b>527</b>							
<b>Date:</b>		May 27, 2015														
<b>Peak Period:</b>		4:00 PM - 6:00 PM														
<b>Peak Hour:</b>		4:00 PM - 5:00 PM														

Time	Movement	Southbound				Westbound				Northbound				Eastbound			
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn
4:00 PM	4:15 PM	58	66	47	0	34	213	6	0	67	47	34	0	46	165	41	0
4:15 PM	4:30 PM	51	42	28	0	46	250	7	0	62	25	29	0	40	270	52	0
4:30 PM	4:45 PM	57	68	24	0	40	200	5	0	51	36	33	0	31	292	22	0
4:45 PM	5:00 PM	74	54	15	0	37	222	3	0	63	35	45	0	23	278	17	0
5:00 PM	5:15 PM	57	61	24	0	52	194	3	0	49	33	40	0	62	191	51	0
5:15 PM	5:30 PM	73	59	21	0	54	242	7	0	52	39	32	0	23	233	39	0
5:30 PM	5:45 PM	57	45	35	0	49	213	7	0	54	42	37	0	39	201	38	0
5:45 PM	6:00 PM	54	60	21	0	57	254	3	0	66	31	35	0	36	201	40	0
Total		481	455	215	0	369	1788	41	0	464	288	285	0	300	1831	300	0
Peak Hour Total		240	230	114	0	157	885	21	0	243	143	141	0	140	1005	132	0
Peak Turn Percent		41%	39%	20%	0%	15%	83%	2%	0%	46%	27%	27%	0%	11%	79%	10%	0%
Peak Approach Total		584				1063				527				1277			


  

<b>Peak Hour:</b>	4:00 PM	-	5:00 PM
<b>Peak 15 Minutes:</b>	4:15 PM	-	4:30 PM
<b>Peak Hour Factor (PHF):</b>	0.96		

**Table B3. Turning Movement Counts for RR 12 at FM 150**  
**AM Peak Period**

<b>Location:</b>	RR 12 at FM 150
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Ranch Road 12
<b>East-West street:</b>	FM 150
<b>Peak Period:</b>	7:00 AM - 9:00 AM
<b>Date Collected:</b>	May 27, 2015
<b>Collected by:</b>	GRAM Traffic

Peak Hour Turning Movements/Percentages											
<b>343</b>					<b>Ranch Road 12</b>						
1%	65%	34%	0%			↳	203	92%			
4	223	116	0			↖	1	0%			
↖	↓	↳	↗			↘	17	8%		<b>221</b>	
							↙	0	0%		
					<b>FM 150</b>						
	0%	0	↘			↖					
<b>0</b>	0%	0	↓			↙	0				
	0%	0	↖			↑	351	94%			
	0%	0	↗			↗	21	6%			
					<b>372</b>						
<b>Date:</b>		May 27, 2015									
<b>Peak Period:</b>		7:00 AM - 9:00 AM								North	
<b>Peak Hour:</b>		8:00 AM - 9:00 AM									

Time	Movement	Southbound				Westbound				Northbound				Eastbound				
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	
7:00 AM	7:15 AM	21	29	0	0	1	0	49	0	0	101	1	0	0	0	0	0	0
7:15 AM	7:30 AM	22	42	1	0	0	0	47	0	0	97	1	0	0	0	0	0	0
7:30 AM	7:45 AM	26	47	0	0	7	0	49	0	0	88	1	0	0	0	0	0	0
7:45 AM	8:00 AM	25	57	0	0	2	0	48	0	0	97	4	0	0	0	0	0	0
8:00 AM	8:15 AM	26	53	0	0	4	0	46	0	0	107	5	0	0	0	0	0	0
8:15 AM	8:30 AM	26	48	0	0	3	0	62	0	0	78	7	0	0	0	0	0	0
8:30 AM	8:45 AM	34	60	0	0	7	1	49	0	0	81	4	0	0	0	0	0	0
8:45 AM	9:00 AM	30	62	4	0	3	0	46	0	0	85	5	0	0	0	0	0	0
Total		210	398	5	0	27	1	396	0	0	734	28	0	0	0	0	0	0
Peak Hour Total		116	223	4	0	17	1	203	0	0	351	21	0	0	0	0	0	0
Peak Turn Percent		34%	65%	1%	0%	8%	0%	92%	0%	0%	94%	6%	0%	0%	0%	0%	0%	0%
Peak Approach Total		343				221				372				0				


  

<b>Peak Hour:</b>	8:00 AM	-	9:00 AM
<b>Peak 15 Minutes:</b>	8:00 AM	-	8:15 AM
<b>Peak Hour Factor (PHF):</b>	0.97		

**Table B4. Turning Movement Counts for RR 12 at FM 150**  
**PM Peak Period**

<b>Location:</b>	RR 12 at FM 150
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Ranch Road 12
<b>East-West street:</b>	FM 150
<b>Peak Period:</b>	4:00 PM - 6:00 PM
<b>Date Collected:</b>	May 27, 2015
<b>Collected by:</b>	GRAM Traffic

Peak Hour Turning Movements/Percentages										
<b>606</b>					<b>Ranch Road 12</b>	<b>FM 150</b>				
0%	60%	40%	0%	↳		176	93%	<b>190</b>		
0	365	241	0	↖		1	1%			
↳	↓	↳	↗	↘		0	0%			
<b>0</b>					<b>FM 150</b>	<b>275</b>				
0%	0	↘	↖	↖		252	92%	<b>275</b>		
0%	0	↓	↗	↘		23	8%			
0%	0	↖	↗	↘		0	0%			
<b>Date:</b>					May 27, 2015					 North
<b>Peak Period:</b>					4:00 PM - 6:00 PM					
<b>Peak Hour:</b>					5:00 PM - 6:00 PM					

Time	Movement	Southbound				Westbound				Northbound				Eastbound				
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	
4:00 PM	4:15 PM	32	60	0	0	4	0	40	0	0	52	1	0	0	0	0	0	0
4:15 PM	4:30 PM	42	106	0	0	5	0	46	0	0	67	5	0	0	0	0	0	0
4:30 PM	4:45 PM	50	87	0	0	4	0	29	0	0	52	5	0	0	0	0	0	0
4:45 PM	5:00 PM	74	102	0	0	2	0	34	0	0	71	6	0	0	0	0	0	0
5:00 PM	5:15 PM	61	77	0	0	4	0	38	0	0	48	6	0	0	0	0	0	0
5:15 PM	5:30 PM	51	86	0	0	2	1	51	0	0	67	3	0	0	0	0	0	0
5:30 PM	5:45 PM	61	104	0	0	2	0	37	0	0	70	5	0	0	0	0	0	0
5:45 PM	6:00 PM	68	98	0	0	5	0	50	0	0	67	9	0	0	0	0	0	0
<b>Total</b>		<b>439</b>	<b>720</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>1</b>	<b>325</b>	<b>0</b>	<b>0</b>	<b>494</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Peak Hour Total</b>		<b>241</b>	<b>365</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>1</b>	<b>176</b>	<b>0</b>	<b>0</b>	<b>252</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Peak Turn Percent</b>		<b>40%</b>	<b>60%</b>	<b>0%</b>	<b>0%</b>	<b>7%</b>	<b>1%</b>	<b>93%</b>	<b>0%</b>	<b>0%</b>	<b>92%</b>	<b>8%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Peak Approach Total</b>		<b>606</b>				<b>190</b>				<b>275</b>				<b>0</b>				


  

<b>Peak Hour:</b>	5:00 PM	-	6:00 PM
<b>Peak 15 Minutes:</b>	5:45 PM	-	6:00 PM
<b>Peak Hour Factor (PHF):</b>	0.90		

**Table B5. Turning Movement Counts for RR 12 at Caliterra Pkwy**  
**AM Peak Period**

<b>Location:</b>	RR 12 at Caliterra Pkwy
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Ranch Road 12
<b>East-West street:</b>	Caliterra Parkway
<b>Peak Period:</b>	7:00 AM - 9:00 AM
<b>Date Collected:</b>	September 22, 2016
<b>Collected by:</b>	CJ Hensch

Peak Hour Turning Movements/Percentages									
<b>360</b>				<b>Ranch Road 12</b>	<b>Caliterra Parkway</b>				 North
8%	91%	1%	0%		↳	0	0%	<b>0</b>	
29	329	2	0		↖	0	0%		
↳	↓	↖	↗		↘	0	0%		
<b>25</b>				<b>685</b>					
	0%	0	↘		↘	4	680	↖	0
	80%	20	↓		0%	1%	99%	↗	0%
	0%	0	↗						
	20%	5	↓						
<b>Date:</b>	September 22, 2016								
<b>Peak Period:</b>	7:00 AM - 9:00 AM								
<b>Peak Hour:</b>	8:00 AM - 9:00 AM								

Time	Movement	Southbound				Westbound				Northbound				Eastbound			
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn
7:00 AM	7:15 AM	0	68	4	0	0	0	2	0	2	119	0	0	1	0	0	0
7:15 AM	7:30 AM	0	63	4	0	0	0	0	0	1	192	0	0	2	0	1	0
7:30 AM	7:45 AM	0	80	8	0	0	0	0	0	1	168	0	0	3	0	1	0
7:45 AM	8:00 AM	0	95	7	0	0	0	0	0	1	164	0	1	0	0	0	0
8:00 AM	8:15 AM	0	75	10	0	0	0	0	0	0	166	0	1	4	0	3	0
8:15 AM	8:30 AM	0	77	5	0	0	0	0	0	0	193	0	0	2	0	0	0
8:30 AM	8:45 AM	1	92	5	0	0	0	0	0	1	157	0	0	7	0	1	0
8:45 AM	9:00 AM	1	85	9	0	0	0	0	0	3	164	0	0	7	0	1	0
Total		2	635	52	0	0	0	2	0	9	1323	0	2	26	0	7	0
Peak Hour Total		2	329	29	0	0	0	0	0	4	680	0	1	20	0	5	0
Peak Turn Percent		1%	91%	8%	0%	0%	0%	0%	0%	1%	99%	0%	0%	80%	0%	20%	0%
Peak Approach Total		360				0				685				25			

<b>Peak Hour:</b>	8:00 AM	-	9:00 AM
<b>Peak 15 Minutes:</b>	8:15 AM	-	8:30 AM
<b>Peak Hour Factor (PHF):</b>	0.97		

**Table B6. Turning Movement Counts for RR 12 at Caliterra Pkwy**  
**PM Peak Period**

<b>Location:</b>	RR 12 at Caliterra Pkwy	<table border="1"> <tr> <th colspan="12">Peak Hour Turning Movements/Percentages</th> </tr> <tr> <td colspan="6" rowspan="2"> <table border="1"> <tr> <td colspan="4"><b>714</b></td> <td rowspan="2" style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Ranch Road 12</b></td> <td colspan="4"></td> </tr> <tr> <td>1%</td> <td>98%</td> <td>0%</td> <td>0%</td> <td>↳</td> <td>2</td> <td>100%</td> <td colspan="2"></td> </tr> <tr> <td>9</td> <td>702</td> <td>3</td> <td>0</td> <td>↖</td> <td>0</td> <td>0%</td> <td colspan="2" rowspan="2"><b>2</b></td> </tr> <tr> <td>↳</td> <td>↓</td> <td>↳</td> <td>↗</td> <td>↘</td> <td>0</td> <td>0%</td> </tr> </table> </td> <td colspan="4" rowspan="2"> <table border="1"> <tr> <th colspan="4"><b>Caliterra Parkway</b></th> </tr> <tr> <td>↘</td> <td>↖</td> <td>↑</td> <td>↗</td> </tr> <tr> <td>0</td> <td>2</td> <td>477</td> <td>0</td> </tr> <tr> <td>0%</td> <td>0%</td> <td>100%</td> <td>0%</td> </tr> </table> </td> </tr> <tr> <td><b>City &amp; State:</b></td> <td>Dripping Springs, TX</td> <td colspan="4"></td> <td colspan="4"><b>479</b></td> <td colspan="4"></td> </tr> <tr> <td><b>North-South street:</b></td> <td>Ranch Road 12</td> <td colspan="12"></td> </tr> <tr> <td><b>East-West street:</b></td> <td>Caliterra Parkway</td> <td colspan="12"></td> </tr> <tr> <td><b>Peak Period:</b></td> <td>4:00 PM - 6:00 PM</td> <td colspan="12"></td> </tr> <tr> <td><b>Date Collected:</b></td> <td>September 22, 2016</td> <td colspan="12"></td> </tr> <tr> <td><b>Collected by:</b></td> <td>CJ Hensch</td> <td colspan="12"></td> </tr> <tr> <td><b>Date:</b></td> <td>September 22, 2016</td> <td colspan="12"></td> </tr> <tr> <td><b>Peak Period:</b></td> <td>4:00 PM - 6:00 PM</td> <td colspan="12"></td> </tr> <tr> <td><b>Peak Hour:</b></td> <td>5:00 PM - 6:00 PM</td> <td colspan="12"></td> </tr> <tr> <td colspan="2"></td> <td colspan="12" style="text-align: right;">North</td> </tr> </table>												Peak Hour Turning Movements/Percentages												<table border="1"> <tr> <td colspan="4"><b>714</b></td> <td rowspan="2" style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Ranch Road 12</b></td> <td colspan="4"></td> </tr> <tr> <td>1%</td> <td>98%</td> <td>0%</td> <td>0%</td> <td>↳</td> <td>2</td> <td>100%</td> <td colspan="2"></td> </tr> <tr> <td>9</td> <td>702</td> <td>3</td> <td>0</td> <td>↖</td> <td>0</td> <td>0%</td> <td colspan="2" rowspan="2"><b>2</b></td> </tr> <tr> <td>↳</td> <td>↓</td> <td>↳</td> <td>↗</td> <td>↘</td> <td>0</td> <td>0%</td> </tr> </table>						<b>714</b>				<b>Ranch Road 12</b>					1%	98%	0%	0%	↳	2	100%			9	702	3	0	↖	0	0%	<b>2</b>		↳	↓	↳	↗	↘	0	0%	<table border="1"> <tr> <th colspan="4"><b>Caliterra Parkway</b></th> </tr> <tr> <td>↘</td> <td>↖</td> <td>↑</td> <td>↗</td> </tr> <tr> <td>0</td> <td>2</td> <td>477</td> <td>0</td> </tr> <tr> <td>0%</td> <td>0%</td> <td>100%</td> <td>0%</td> </tr> </table>				<b>Caliterra Parkway</b>				↘	↖	↑	↗	0	2	477	0	0%	0%	100%	0%	<b>City &amp; State:</b>	Dripping Springs, TX					<b>479</b>								<b>North-South street:</b>	Ranch Road 12													<b>East-West street:</b>	Caliterra Parkway													<b>Peak Period:</b>	4:00 PM - 6:00 PM													<b>Date Collected:</b>	September 22, 2016													<b>Collected by:</b>	CJ Hensch													<b>Date:</b>	September 22, 2016													<b>Peak Period:</b>	4:00 PM - 6:00 PM													<b>Peak Hour:</b>	5:00 PM - 6:00 PM															North											
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Time	Movement	Southbound				Westbound				Northbound				Eastbound			
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn
4:00 PM	4:15 PM	0	151	3	0	0	0	1	0	0	95	0	0	5	0	0	0
4:15 PM	4:30 PM	0	138	7	0	0	0	0	0	0	108	0	0	7	0	3	0
4:30 PM	4:45 PM	1	149	1	0	0	0	0	0	0	101	0	0	5	0	0	0
4:45 PM	5:00 PM	0	177	5	0	0	0	0	0	0	117	0	0	1	0	2	0
5:00 PM	5:15 PM	0	178	1	0	0	0	0	0	0	96	0	0	7	0	1	0
5:15 PM	5:30 PM	0	173	3	0	0	0	2	0	0	118	0	0	8	0	10	0
5:30 PM	5:45 PM	1	159	2	0	0	0	0	0	2	142	0	0	2	0	0	0
5:45 PM	6:00 PM	2	192	3	0	0	0	0	0	0	121	0	0	4	0	5	0
<b>Total</b>		<b>4</b>	<b>1317</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>898</b>	<b>0</b>	<b>0</b>	<b>39</b>	<b>0</b>	<b>21</b>	<b>0</b>
<b>Peak Hour Total</b>		<b>3</b>	<b>702</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>477</b>	<b>0</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>16</b>	<b>0</b>
<b>Peak Turn Percent</b>		<b>0%</b>	<b>98%</b>	<b>1%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>57%</b>	<b>0%</b>	<b>43%</b>	<b>0%</b>
<b>Peak Approach Total</b>		<b>714</b>				<b>2</b>				<b>479</b>				<b>37</b>			

<b>Peak Hour:</b>	5:00 PM	-	6:00 PM
<b>Peak 15 Minutes:</b>	5:45 PM	-	6:00 PM
<b>Peak Hour Factor (PHF):</b>	0.94		

**Table B7. Turning Movement Counts for US 290 at Roger Hanks Pkwy  
AM Peak Period**

<b>Location:</b>	US 290 at Roger Hanks Pkwy
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	US 290
<b>East-West street:</b>	Roger Hanks Parkway
<b>Peak Period:</b>	7:00 AM - 9:00 AM
<b>Date Collected:</b>	April 15, 2015
<b>Collected by:</b>	HDR

Peak Hour Turning Movements/Percentages										
<b>1203</b>					<b>US 290</b>					
2%	98%	0%	0%	↖		0	0%	<b>0</b>		
30	1173	0	0	↕		0	0%			
↙	↓	↘	↗	↖		0	0%			
					<b>Roger Hanks Parkway</b>					
					<b>47</b>					
						↖	0	0%	<b>927</b>	
						↕	0	0%		
						↗	39	83%		
					↘	0	0%	↖		0
									<b>North</b>	
<b>Date:</b>	April 15, 2015									
<b>Peak Period:</b>	7:00 AM - 9:00 AM									
<b>Peak Hour:</b>	8:00 AM - 9:00 AM									

Time	Movement	Southbound				Westbound				Northbound				Eastbound				
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	
7:00 AM	7:15 AM	0	167	3	0	0	0	0	0	1	81	0	0	0	0	0	6	0
7:15 AM	7:30 AM	0	199	1	0	0	0	0	0	1	122	0	0	1	0	4	0	0
7:30 AM	7:45 AM	0	209	1	0	0	0	0	0	4	152	0	0	0	0	12	0	0
7:45 AM	8:00 AM	0	194	1	0	0	0	0	0	9	152	0	0	5	0	7	0	0
8:00 AM	8:15 AM	0	221	4	0	0	0	0	0	6	172	0	0	4	0	7	0	0
8:15 AM	8:30 AM	0	292	4	0	0	0	0	0	5	276	0	0	6	0	6	0	0
8:30 AM	8:45 AM	0	353	11	0	0	0	0	0	14	275	0	0	6	0	7	0	0
8:45 AM	9:00 AM	0	307	11	0	0	0	0	0	14	165	0	0	3	0	8	0	0
Total		0	1942	36	0	0	0	0	0	54	1395	0	0	25	0	57	0	0
Peak Hour Total		0	1173	30	0	0	0	0	0	39	888	0	0	19	0	28	0	0
Peak Turn Percent		0%	98%	2%	0%	0%	0%	0%	0%	4%	96%	0%	0%	40%	0%	60%	0%	0%
Peak Approach Total		1203				0				927				47				


  

<b>Peak Hour:</b>	8:00 AM	-	9:00 AM
<b>Peak 15 Minutes:</b>	8:30 AM	-	8:45 AM
<b>Peak Hour Factor (PHF):</b>	0.82		

**Table B8. Turning Movement Counts for US 290 at Roger Hanks Pkwy  
PM Peak Period**

<b>Location:</b>	US 290 at Roger Hanks Pkwy
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	US 290
<b>East-West street:</b>	Roger Hanks Parkway
<b>Peak Period:</b>	3:00 PM - 5:00 PM
<b>Date Collected:</b>	April 15, 2015
<b>Collected by:</b>	HDR

Peak Hour Turning Movements/Percentages										
<b>1179</b>					<b>US 290</b>	↖ 0 0% ↑ 0 0% ↗ 0 0% ↘ 0 0%				<b>0</b>
2%	98%	0%	0%			<b>Roger Hanks Parkway</b>				
25	1154	0	0			↖	↑	↗	↘	
↖	↓	↖	↗			↖	↑	↗	↘	
						<b>1111</b>				 North
						↖	↑	↗	↘	
<b>51</b>	0%	0	↖		0	24	1087	0		
	31%	16	↓		0%	2%	98%	0%		
	0%	0	→							
	69%	35	↓							
<b>Date:</b>	April 15, 2015									
<b>Peak Period:</b>	3:00 PM - 5:00 PM									
<b>Peak Hour:</b>	3:45 PM - 4:45 PM									

Time	Movement	Southbound				Westbound				Northbound				Eastbound			
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn
3:00 PM	3:15 PM	0	181	5	0	0	0	0	0	4	198	0	0	3	0	6	0
3:15 PM	3:30 PM	0	207	6	0	0	0	0	0	7	201	0	0	6	0	9	0
3:30 PM	3:45 PM	0	198	6	0	0	0	0	0	6	238	0	0	5	0	7	0
3:45 PM	4:00 PM	0	222	5	0	0	0	0	0	4	249	0	0	4	0	9	0
4:00 PM	4:15 PM	0	249	3	0	0	0	0	0	2	274	0	0	6	0	9	0
4:15 PM	4:30 PM	0	435	8	0	0	0	0	0	7	286	0	0	2	0	12	0
4:30 PM	4:45 PM	0	248	9	0	0	0	0	0	11	278	0	0	4	0	5	0
4:45 PM	5:00 PM	0	210	4	0	0	0	0	0	4	245	0	0	4	0	6	0
Total		0	1950	46	0	0	0	0	0	45	1969	0	0	34	0	63	0
Peak Hour Total		0	1154	25	0	0	0	0	0	24	1087	0	0	16	0	35	0
Peak Turn Percent		0%	98%	2%	0%	0%	0%	0%	0%	2%	98%	0%	0%	31%	0%	69%	0%
Peak Approach Total		1179				0				1111				51			


<b>Peak Hour:</b>	3:45 PM	-	4:45 PM
<b>Peak 15 Minutes:</b>	4:15 PM	-	4:30 PM
<b>Peak Hour Factor (PHF):</b>	0.78		



**Table B9. Turning Movement Counts for Roger Hanks Pkwy at Creek Rd  
AM Peak Period**

<b>Location:</b>	Roger Hanks Pkwy at Creek Rd
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Roger Hanks Parkway
<b>East-West street:</b>	Creek Road
<b>Peak Period:</b>	7:00 AM - 9:00 AM
<b>Date Collected:</b>	September 22, 2016
<b>Collected by:</b>	HDR

Peak Hour Turning Movements/Percentages									
<b>42</b>				<b>Roger Hanks Parkway</b>	<b>54</b>				
0%	88%	12%	0%		↓	8	15%		
0	37	5	0		↑	0	0%		
↓	↓	↓	↓		↩	46	85%		
					<b>Creek Road</b>				
				↪	0	0%	↩	27	50%
				↪	0	0%	↩	27	50%
				↪	0	0%	↩	0	0%
				<b>54</b>					
<b>Date:</b>		September 22, 2016						 North	
<b>Peak Period:</b>		7:00 AM - 9:00 AM							
<b>Peak Hour:</b>		8:00 AM - 9:00 AM							

Time	Movement	Southbound				Westbound				Northbound				Eastbound			
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn
7:00 AM	7:15 AM	1	0	0	0	4	0	3	0	0	4	9	0	0	0	0	0
7:15 AM	7:30 AM	1	0	0	0	5	0	3	0	0	8	6	0	0	0	0	0
7:30 AM	7:45 AM	2	3	0	0	9	0	5	0	0	6	10	0	0	0	0	0
7:45 AM	8:00 AM	0	8	0	0	5	0	2	0	0	5	6	0	0	0	0	0
8:00 AM	8:15 AM	1	8	0	0	8	0	0	0	0	7	6	0	0	0	0	0
8:15 AM	8:30 AM	1	5	0	0	11	0	3	0	0	8	7	0	0	0	0	0
8:30 AM	8:45 AM	1	13	0	0	12	0	1	0	0	6	5	0	0	0	0	0
8:45 AM	9:00 AM	2	11	0	0	15	0	4	0	0	6	9	0	0	0	0	0
<b>Total</b>		9	48	0	0	69	0	21	0	0	50	58	0	0	0	0	0
<b>Peak Hour Total</b>		5	37	0	0	46	0	8	0	0	27	27	0	0	0	0	0
<b>Peak Turn Percent</b>		12%	88%	0%	0%	85%	0%	15%	0%	0%	50%	50%	0%	0%	0%	0%	0%
<b>Peak Approach Total</b>		42				54				54				0			


  

<b>Peak Hour:</b>	8:00 AM	-	9:00 AM
<b>Peak 15 Minutes:</b>	8:45 AM	-	9:00 AM
<b>Peak Hour Factor (PHF):</b>	0.80		

**Table B10. Turning Movement Counts for Roger Hanks Pkwy at Creek Rd  
PM Peak Period**

<b>Location:</b>	Roger Hanks Pkwy at Creek Rd
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Roger Hanks Parkway
<b>East-West street:</b>	Creek Road
<b>Peak Period:</b>	4:00 PM - 6:00 PM
<b>Date Collected:</b>	September 22, 2016
<b>Collected by:</b>	HDR

Peak Hour Turning Movements/Percentages									
<b>29</b>				<b>Roger Hanks Parkway</b>	<b>56</b>				
0%	69%	31%	0%		⤴	13	23%		
0	20	9	0		⤵	0	0%		
⤴	↓	⤵	↻		⤴	43	77%		
					<b>Creek Road</b>				
				⤴	0	0	↻		
				0	0	21	40		
				0%	0%	34%	66%		
				<b>61</b>					
<b>Date:</b>		September 22, 2016						 North	
<b>Peak Period:</b>		4:00 PM - 6:00 PM							
<b>Peak Hour:</b>		4:45 PM - 5:45 PM							

Time	Movement	Southbound				Westbound				Northbound				Eastbound				
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	
4:00 PM	4:15 PM	3	6	0	0	6	0	2	0	0	7	7	0	0	0	0	0	0
4:15 PM	4:30 PM	4	12	0	0	13	0	0	0	0	2	3	0	0	0	0	0	0
4:30 PM	4:45 PM	6	11	0	0	8	0	2	0	0	4	6	0	0	0	0	0	0
4:45 PM	5:00 PM	3	6	0	0	16	0	4	0	0	1	5	0	0	0	0	0	0
5:00 PM	5:15 PM	3	4	0	0	7	0	3	0	0	6	9	0	0	0	0	0	0
5:15 PM	5:30 PM	2	5	0	0	10	0	4	0	0	4	13	0	0	0	0	0	0
5:30 PM	5:45 PM	1	5	0	0	10	0	2	0	0	10	13	0	0	0	0	0	0
5:45 PM	6:00 PM	3	3	0	0	10	0	3	0	0	5	11	0	0	0	0	0	0
<b>Total</b>		25	52	0	0	80	0	20	0	0	39	67	0	0	0	0	0	0
<b>Peak Hour Total</b>		9	20	0	0	43	0	13	0	0	21	40	0	0	0	0	0	0
<b>Peak Turn Percent</b>		31%	69%	0%	0%	77%	0%	23%	0%	0%	34%	66%	0%	0%	0%	0%	0%	0%
<b>Peak Approach Total</b>		29				56				61				0				


  

<b>Peak Hour:</b>	4:45 PM	-	5:45 PM
<b>Peak 15 Minutes:</b>	5:30 PM	-	5:45 PM
<b>Peak Hour Factor (PHF):</b>	0.89		

**Table B11. Turning Movement Counts for US 290 at Creek Rd  
AM Peak Period**

<b>Location:</b>	US 290 at Creek Rd
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Creek Road
<b>East-West street:</b>	US 290
<b>Peak Period:</b>	7:00 AM - 9:00 AM
<b>Date Collected:</b>	September 22, 2016
<b>Collected by:</b>	CJ Hensch

Peak Hour Turning Movements/Percentages																																											
<table border="0"> <tr> <td>0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> </tr> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>↓</td> <td>↓</td> <td>↙</td> <td>↘</td> <td></td> </tr> </table>					0					0%	0%	0%	0%	0%	0	0	0	0	0	↓	↓	↙	↘		<b>Creek Road</b>	<table border="0"> <tr> <td>↖</td> <td>0</td> <td>0%</td> <td></td> </tr> <tr> <td>↑</td> <td>1492</td> <td>96%</td> <td rowspan="3"><b>1549</b></td> </tr> <tr> <td>↗</td> <td>57</td> <td>4%</td> </tr> <tr> <td>↻</td> <td>0</td> <td>0%</td> </tr> </table>				↖	0	0%		↑	1492	96%	<b>1549</b>	↗	57	4%	↻	0	0%
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0%	14%	0%	86%																																								
					<b>43</b>																																						
<b>Date:</b>					September 22, 2016				 North																																		
<b>Peak Period:</b>					7:00 AM - 9:00 AM																																						
<b>Peak Hour:</b>					8:00 AM - 9:00 AM																																						

Time	Movement	Southbound				Westbound				Northbound				Eastbound			
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn
7:00 AM	7:15 AM	0	0	0	0	6	168	0	0	0	0	19	0	0	185	2	0
7:15 AM	7:30 AM	0	0	0	0	11	277	0	0	1	0	18	0	0	229	4	0
7:30 AM	7:45 AM	0	0	0	0	16	342	0	0	1	0	17	0	0	278	2	0
7:45 AM	8:00 AM	0	0	0	0	11	302	0	0	2	0	7	0	0	274	3	0
8:00 AM	8:15 AM	0	0	0	0	15	317	0	0	2	0	11	0	0	248	3	0
8:15 AM	8:30 AM	0	0	0	0	12	411	0	0	1	0	6	0	0	301	8	0
8:30 AM	8:45 AM	0	0	0	0	18	401	0	0	1	0	10	0	0	339	3	0
8:45 AM	9:00 AM	0	0	0	0	12	363	0	0	2	0	10	0	0	296	5	0
<b>Total</b>		0	0	0	0	101	2581	0	0	10	0	98	0	0	2150	30	0
<b>Peak Hour Total</b>		0	0	0	0	57	1492	0	0	6	0	37	0	0	1184	19	0
<b>Peak Turn Percent</b>		0%	0%	0%	0%	4%	96%	0%	0%	14%	0%	86%	0%	0%	98%	2%	0%
<b>Peak Approach Total</b>		0				1549				43				1203			


  

<b>Peak Hour:</b>	8:00 AM	-	9:00 AM
<b>Peak 15 Minutes:</b>	8:30 AM	-	8:45 AM
<b>Peak Hour Factor (PHF):</b>	0.91		

**Table B12. Turning Movement Counts for US 290 at Creek Rd  
PM Peak Period**

<b>Location:</b>	US 290 at Creek Rd
<b>City &amp; State:</b>	Dripping Springs, TX
<b>North-South street:</b>	Creek Road
<b>East-West street:</b>	US 290
<b>Peak Period:</b>	4:00 PM - 6:00 PM
<b>Date Collected:</b>	September 22, 2016
<b>Collected by:</b>	CJ Hensch

Peak Hour Turning Movements/Percentages											
					<b>Creek Road</b>					<b>1283</b>	
0%	0%	0%	0%	↖		0	0%	↗	1211		94%
0	0	0	0	↘		72	6%	↙	0		0%
↖	↘	↗	↙	<b>US 290</b>							
					<b>US 290</b>					<b>73</b>	
0%	0	↖	↗	↖		0	↗	↘	71		97%
<b>1232</b>	99%	1222	↘	↘		2	0%	↙	0		0%
	1%	10	↙								
<b>Date:</b>	September 22, 2016									 North	
<b>Peak Period:</b>	4:00 PM - 6:00 PM										
<b>Peak Hour:</b>	5:00 PM - 6:00 PM										

Time	Movement	Southbound				Westbound				Northbound				Eastbound			
		left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn	left	thru	right	u-turn
4:00 PM	4:15 PM	0	0	0	0	7	339	0	0	1	0	9	0	0	265	6	0
4:15 PM	4:30 PM	0	0	0	0	18	314	0	0	0	0	8	0	0	418	4	0
4:30 PM	4:45 PM	0	0	0	0	12	249	0	0	0	0	11	0	0	349	2	0
4:45 PM	5:00 PM	0	0	0	0	19	244	0	0	1	0	8	0	0	266	2	0
5:00 PM	5:15 PM	0	0	0	0	19	309	0	0	0	0	20	0	0	276	3	0
5:15 PM	5:30 PM	0	0	0	0	23	331	0	0	1	0	18	0	0	320	3	0
5:30 PM	5:45 PM	0	0	0	0	14	292	0	0	1	0	13	0	0	317	1	0
5:45 PM	6:00 PM	0	0	0	0	16	279	0	0	0	0	20	0	0	309	3	0
<b>Total</b>		0	0	0	0	128	2357	0	0	4	0	107	0	0	2520	24	0
<b>Peak Hour Total</b>		0	0	0	0	72	1211	0	0	2	0	71	0	0	1222	10	0
<b>Peak Turn Percent</b>		0%	0%	0%	0%	6%	94%	0%	0%	3%	0%	97%	0%	0%	99%	1%	0%
<b>Peak Approach Total</b>		0				1283				73				1232			

<b>Peak Hour:</b>	5:00 PM	-	6:00 PM
<b>Peak 15 Minutes:</b>	5:15 PM	-	5:30 PM
<b>Peak Hour Factor (PHF):</b>	0.93		

Table B13. 24 Hour Volumes - NB CR 190 near Onion Creek

Date Began:  
09/22/16

TIME	0:00	0:15	0:30	0:45	TOTAL
0:00	0	0	0	0	0
1:00	1	0	0	0	1
2:00	0	0	0	1	1
3:00	0	0	0	1	1
4:00	1	0	0	0	1
5:00	0	1	1	1	3
6:00	1	2	5	9	17
7:00	4	5	10	13	32
8:00	13	16	27	23	79
9:00	10	7	5	9	31
10:00	9	8	10	9	36
11:00	13	4	7	7	31
12:00	9	8	10	9	36
13:00	10	11	11	11	43
14:00	16	4	1	14	35
15:00	14	8	9	12	43
16:00	10	24	19	21	74
17:00	9	17	14	13	53
18:00	17	16	9	7	49
19:00	14	13	11	12	50
20:00	10	7	7	10	34
21:00	6	7	2	4	19
22:00	4	3	0	1	8
23:00	1	0	3	2	6
<b>TOTAL:</b>					<b>683</b>

Figure B13. 24 Hour Volumes - NB CR 190 near Onion Creek

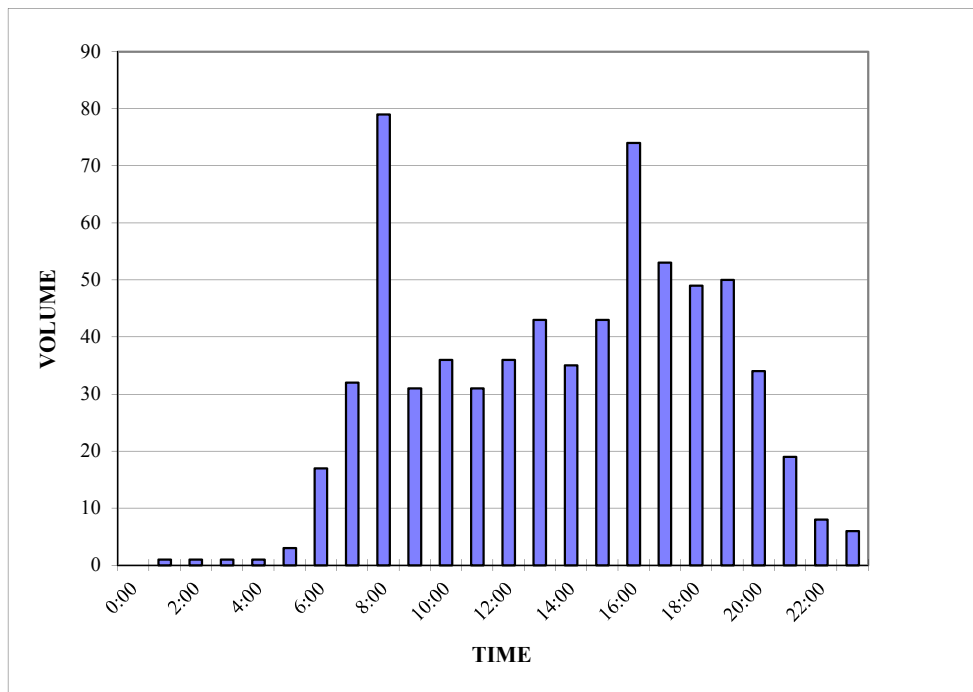


Table B14. 24 Hour Volumes - SB CR 190 near Onion Creek

Date Began:  
09/22/16

TIME	0:00	0:15	0:30	0:45	TOTAL
0:00	0	0	0	0	0
1:00	0	0	0	0	0
2:00	0	0	0	0	0
3:00	0	0	0	0	0
4:00	0	2	1	3	6
5:00	1	2	3	9	15
6:00	4	11	12	15	42
7:00	14	12	17	8	51
8:00	13	16	12	15	56
9:00	12	11	10	14	47
10:00	11	9	13	7	40
11:00	11	8	8	7	34
12:00	13	10	11	14	48
13:00	9	14	9	10	42
14:00	9	4	10	13	36
15:00	8	2	14	17	41
16:00	12	6	10	6	34
17:00	13	18	19	18	68
18:00	15	12	13	4	44
19:00	14	9	12	3	38
20:00	6	0	5	3	14
21:00	1	0	1	2	4
22:00	2	0	3	1	6
23:00	0	1	2	0	3
<b>TOTAL:</b>					<b>669</b>

Figure B14. 24 Hour Volumes - SB CR 190 near Onion Creek

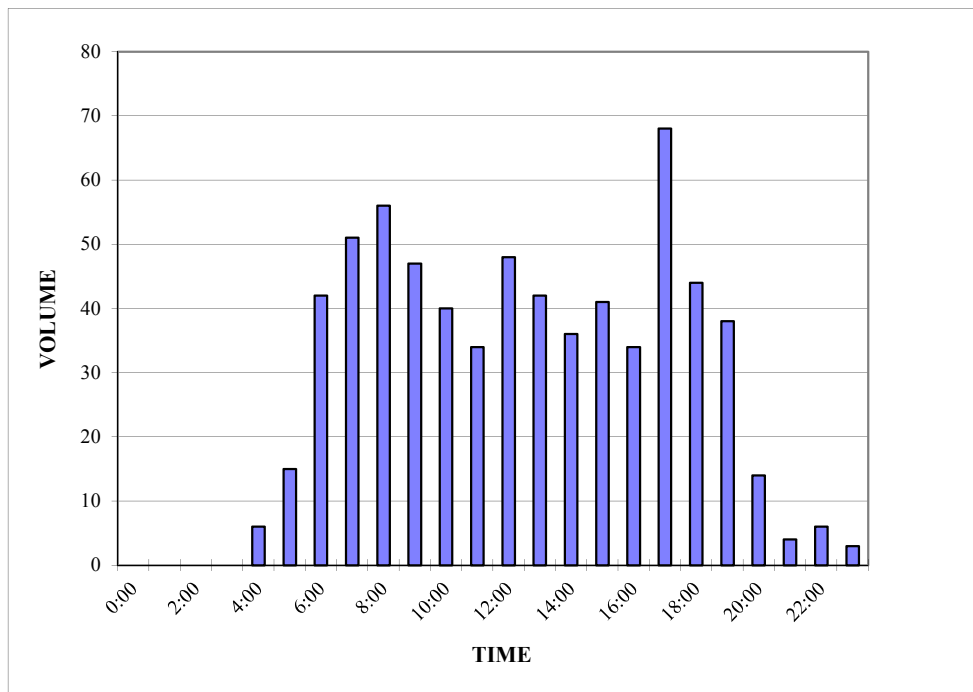


Table B15. 24 Hour Volumes - NB CR 220/Mt Gainor Rd

Date Began:  
05/27/15

TIME	0:00	0:15	0:30	0:45	TOTAL
0:00	1	0	0	0	1
1:00	0	1	0	0	1
2:00	0	0	0	0	0
3:00	0	0	0	0	0
4:00	0	0	0	0	0
5:00	0	0	1	0	1
6:00	0	0	1	0	1
7:00	1	5	3	3	12
8:00	1	4	8	2	15
9:00	4	3	5	3	15
10:00	3	1	3	4	11
11:00	2	1	4	4	11
12:00	3	2	6	3	14
13:00	4	8	1	6	19
14:00	6	2	1	3	12
15:00	7	9	3	3	22
16:00	2	17	15	7	41
17:00	4	13	12	8	37
18:00	10	8	7	10	35
19:00	2	1	2	2	7
20:00	5	2	1	0	8
21:00	0	0	0	0	0
22:00	0	0	0	0	0
23:00	0	0	0	0	0
<b>TOTAL:</b>					<b>263</b>

Figure B15. 24 Hour Volumes - NB CR 220/Mt Gainor Rd

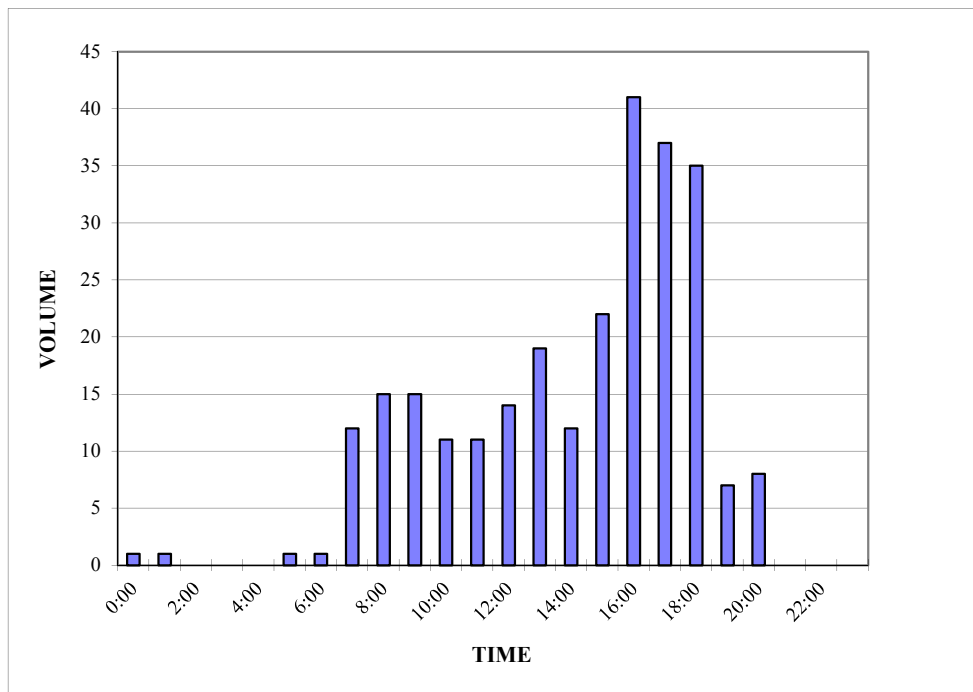
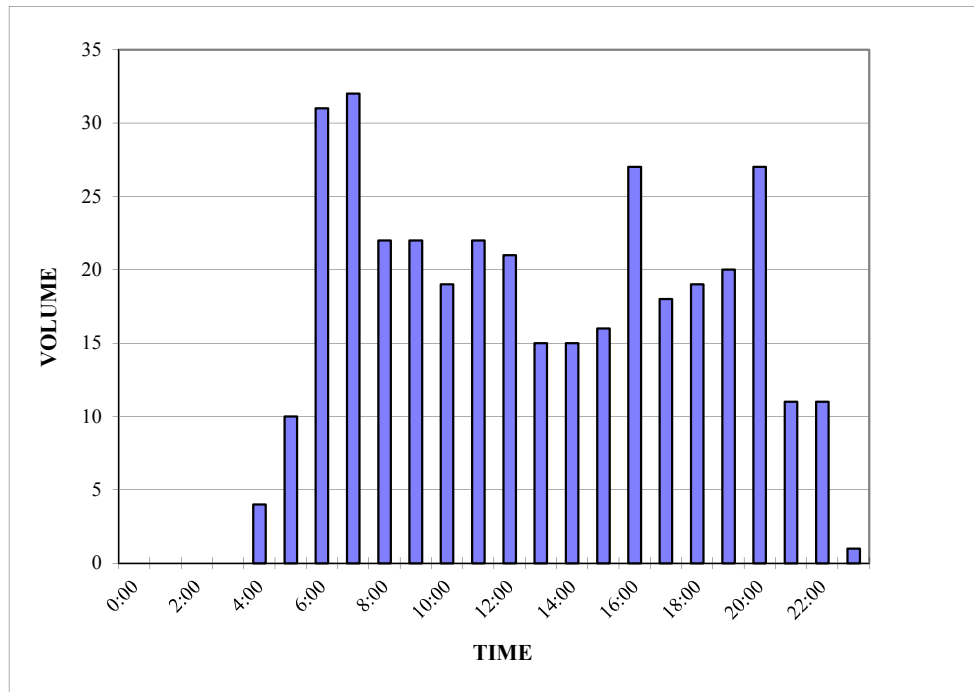


Table B16. 24 Hour Volumes - SB CR 220/Mt Gainor Rd

Date Began:  
05/27/15

TIME	0:00	0:15	0:30	0:45	TOTAL
0:00	0	0	0	0	0
1:00	0	0	0	0	0
2:00	0	0	0	0	0
3:00	0	0	0	0	0
4:00	0	3	0	1	4
5:00	0	4	4	2	10
6:00	8	4	6	13	31
7:00	4	8	9	11	32
8:00	7	4	8	3	22
9:00	3	5	8	6	22
10:00	0	4	6	9	19
11:00	6	6	2	8	22
12:00	6	7	4	4	21
13:00	5	4	4	2	15
14:00	3	5	2	5	15
15:00	1	6	7	2	16
16:00	6	8	8	5	27
17:00	4	3	6	5	18
18:00	9	5	3	2	19
19:00	7	5	5	3	20
20:00	5	13	5	4	27
21:00	6	2	0	3	11
22:00	4	1	5	1	11
23:00	0	0	1	0	1
<b>TOTAL:</b>					<b>363</b>

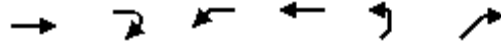
Figure B16. 24 Hour Volumes - SB CR 220/Mt Gainor Rd





## Appendix C

### Intersection Capacity Analysis – Synchro Results



Movement	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations	↑↑		↵	↑↑	↵	
Traffic Volume (veh/h)	1184	19	57	1492	6	37
Future Volume (Veh/h)	1184	19	57	1492	6	37
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	1301	21	63	1640	7	41
<b>Pedestrians</b>						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLTL		TWLTL			
Median storage (veh)	2		2			
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			1322		2258	661
vC1, stage 1 conf vol					1312	
vC2, stage 2 conf vol					946	
vCu, unblocked vol			1322		2258	661
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			88		96	90
cM capacity (veh/h)			519		171	405
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NE 1
Volume Total	867	455	63	820	820	48
Volume Left	0	0	63	0	0	7
Volume Right	0	21	0	0	0	41
cSH	1700	1700	519	1700	1700	337
Volume to Capacity	0.51	0.27	0.12	0.48	0.48	0.14
Queue Length 95th (ft)	0	0	10	0	0	12
Control Delay (s)	0.0	0.0	12.9	0.0	0.0	17.4
Lane LOS			B	C		
Approach Delay (s)	0.0		0.5	17.4		
Approach LOS				C		
<b>Intersection Summary</b>						
Average Delay			0.5			
Intersection Capacity Utilization			51.2%	ICU Level of Service	A	
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis  
3: RM 12 & US 290

2016 Existing Condition AM Peak Ho Item 9.

08/09/2017



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	178	901	127	102	1035	21	369	175	184	209	117	243
Future Volume (vph)	178	901	127	102	1035	21	369	175	184	209	117	243
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	0.95		1.00	0.95		0.95	0.95	1.00	0.95	0.95	1.00
Frt	1.00	0.98		1.00	1.00		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	0.98	1.00	0.95	0.99	1.00
Satd. Flow (prot)	1770	3473		1770	3528		1681	1738	1583	1681	1744	1583
Flt Permitted	0.10	1.00		0.10	1.00		0.95	0.98	1.00	0.95	0.99	1.00
Satd. Flow (perm)	180	3473		192	3528		1681	1738	1583	1681	1744	1583
Peak-hour factor, PHF	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	191	969	137	110	1113	23	397	188	198	225	126	261
RTOR Reduction (vph)	0	9	0	0	1	0	0	0	155	0	0	236
Lane Group Flow (vph)	191	1097	0	110	1135	0	290	295	43	173	178	25
Turn Type	pm+pt	NA		pm+pt	NA		Split	NA	Over	Split	NA	Over
Protected Phases	5	2		1	6		3	3	1	4	4	5
Permitted Phases	2			6								
Actuated Green, G (s)	51.9	41.4		46.7	38.8		21.7	21.7	7.9	15.0	15.0	10.5
Effective Green, g (s)	51.9	41.4		46.7	38.8		21.7	21.7	7.9	15.0	15.0	10.5
Actuated g/C Ratio	0.47	0.38		0.42	0.35		0.20	0.20	0.07	0.14	0.14	0.10
Clearance Time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lane Grp Cap (vph)	236	1307		194	1244		331	342	113	229	237	151
v/s Ratio Prot	c0.08	c0.32		0.04	c0.32		c0.17	0.17	0.03	c0.10	0.10	0.02
v/s Ratio Perm	0.30			0.20								
v/c Ratio	0.81	0.84		0.57	0.91		0.88	0.86	0.38	0.76	0.75	0.16
Uniform Delay, d1	24.7	31.3		22.8	34.0		42.8	42.7	48.7	45.7	45.7	45.7
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	17.3	6.6		2.3	11.6		21.3	18.9	0.8	11.8	11.2	0.2
Delay (s)	42.0	37.8		25.1	45.6		64.2	61.6	49.5	57.6	56.9	45.9
Level of Service	D	D		C	D		E	E	D	E	E	D
Approach Delay (s)		38.5			43.8			59.5			52.4	
Approach LOS		D			D			E			D	

Intersection Summary

HCM 2000 Control Delay	46.5	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.86		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	82.8%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
 16: RM 12/RM12 & Cemetery/RM 150

2016 Existing Condition AM Peak Ho Item 9.

08/09/2017



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↕	↕			↕		↕	↕	
Traffic Volume (veh/h)	0	0	0	19	1	223	0	386	23	128	245	4
Future Volume (Veh/h)	0	0	0	19	1	223	0	386	23	128	245	4
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	0	0	0	20	1	230	0	398	24	132	253	4
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			TWLTL	
Median storage (veh)											2	
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1160	941	255	927	931	410	257			422		
vC1, stage 1 conf vol	519	519		410	410							
vC2, stage 2 conf vol	640	422		517	521							
vCu, unblocked vol	1160	941	255	927	931	410	257			422		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)	6.1	5.5		6.1	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	95	100	64	100			88		
cM capacity (veh/h)	159	377	784	418	412	642	1308			1137		
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>WB 2</b>	<b>NB 1</b>	<b>SB 1</b>	<b>SB 2</b>						
Volume Total	0	20	231	422	132	257						
Volume Left	0	20	0	0	132	0						
Volume Right	0	0	230	24	0	4						
cSH	1700	418	640	1308	1137	1700						
Volume to Capacity	0.00	0.05	0.36	0.00	0.12	0.15						
Queue Length 95th (ft)	0	4	41	0	10	0						
Control Delay (s)	0.0	14.1	13.8	0.0	8.6	0.0						
Lane LOS	A	B	B		A							
Approach Delay (s)	0.0	13.8		0.0	2.9							
Approach LOS	A	B										
<b>Intersection Summary</b>												
Average Delay			4.3									
Intersection Capacity Utilization			58.7%		ICU Level of Service					B		
Analysis Period (min)			15									



Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Volume (veh/h)	21	31	1290	33	42	977
Future Volume (Veh/h)	21	31	1290	33	42	977
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82
Hourly flow rate (vph)	26	38	1573	40	51	1191
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	2290	806			1613	
vC1, stage 1 conf vol	1593					
vC2, stage 2 conf vol	698					
vCu, unblocked vol	2290	806			1613	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	81	88			87	
cM capacity (veh/h)	139	325			400	

Direction, Lane #	NB 1	NB 2	SE 1	SE 2	NW 1	NW 2	NW 3
Volume Total	26	38	1049	564	51	596	596
Volume Left	26	0	0	0	51	0	0
Volume Right	0	38	0	40	0	0	0
cSH	139	325	1700	1700	400	1700	1700
Volume to Capacity	0.19	0.12	0.62	0.33	0.13	0.35	0.35
Queue Length 95th (ft)	16	10	0	0	11	0	0
Control Delay (s)	36.7	17.6	0.0	0.0	15.3	0.0	0.0
Lane LOS	E	C			C		
Approach Delay (s)	25.3		0.0		0.6		
Approach LOS	D						

Intersection Summary			
Average Delay		0.8	
Intersection Capacity Utilization	46.7%		ICU Level of Service A
Analysis Period (min)	15		



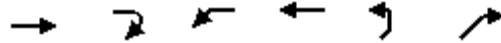
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	46	8	27	27	5	37
Future Volume (Veh/h)	46	8	27	27	5	37
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	58	10	34	34	6	46
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	109	51			34	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	109	51			34	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	93	99			100	
cM capacity (veh/h)	885	1017			1578	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	68	68	52
Volume Left	58	0	6
Volume Right	10	34	0
cSH	902	1700	1578
Volume to Capacity	0.08	0.04	0.00
Queue Length 95th (ft)	6	0	0
Control Delay (s)	9.3	0.0	0.9
Lane LOS	A		A
Approach Delay (s)	9.3	0.0	0.9
Approach LOS	A		

Intersection Summary			
Average Delay		3.6	
Intersection Capacity Utilization		16.2%	ICU Level of Service A
Analysis Period (min)		15	



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↶	↷	↶	↕	↕	↷
Traffic Volume (veh/h)	20	5	4	680	329	29
Future Volume (Veh/h)	20	5	4	680	329	29
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	21	5	4	701	339	30
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				TWLTL	None	
Median storage (veh)				2		
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1048	339	369			
vC1, stage 1 conf vol	339					
vC2, stage 2 conf vol	709					
vCu, unblocked vol	1048	339	369			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)	5.4					
tF (s)	3.5	3.3	2.2			
p0 queue free %	95	99	100			
cM capacity (veh/h)	442	703	1190			
Direction, Lane #	EB 1	EB 2	NB 1	NB 2	SB 1	SB 2
Volume Total	21	5	4	701	339	30
Volume Left	21	0	4	0	0	0
Volume Right	0	5	0	0	0	30
cSH	442	703	1190	1700	1700	1700
Volume to Capacity	0.05	0.01	0.00	0.41	0.20	0.02
Queue Length 95th (ft)	4	1	0	0	0	0
Control Delay (s)	13.6	10.2	8.0	0.0	0.0	0.0
Lane LOS	B	B	A			
Approach Delay (s)	12.9	0.0		0.0		
Approach LOS	B					
Intersection Summary						
Average Delay			0.3			
Intersection Capacity Utilization			45.8%	ICU Level of Service	A	
Analysis Period (min)			15			



Movement	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations	↑↑		↵	↑↑	↵	
Traffic Volume (veh/h)	1222	10	72	1211	2	71
Future Volume (Veh/h)	1222	10	72	1211	2	71
Sign Control	Free		Free		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Hourly flow rate (vph)	1314	11	77	1302	2	76
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLTL		TWLTL			
Median storage veh)	2		2			
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			1325		2124	662
vC1, stage 1 conf vol					1320	
vC2, stage 2 conf vol					805	
vCu, unblocked vol			1325		2124	662
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			85		99	81
cM capacity (veh/h)			517		178	404
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NE 1
Volume Total	876	449	77	651	651	78
Volume Left	0	0	77	0	0	2
Volume Right	0	11	0	0	0	76
cSH	1700	1700	517	1700	1700	391
Volume to Capacity	0.52	0.26	0.15	0.38	0.38	0.20
Queue Length 95th (ft)	0	0	13	0	0	18
Control Delay (s)	0.0	0.0	13.2	0.0	0.0	16.5
Lane LOS			B			C
Approach Delay (s)	0.0		0.7			16.5
Approach LOS						C
Intersection Summary						
Average Delay			0.8			
Intersection Capacity Utilization			52.6%	ICU Level of Service	A	
Analysis Period (min)			15			



HCM Signalized Intersection Capacity Analysis  
3: RM 12 & US 290

2016 Existing Condition PM Peak Ho Item 9.

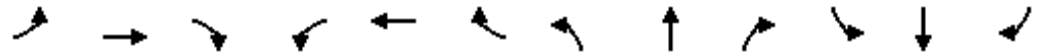
08/09/2017









Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	154	1106	145	173	974	23	267	157	155	264	253	125
Future Volume (vph)	154	1106	145	173	974	23	267	157	155	264	253	125
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	0.95		1.00	0.95		0.95	0.95	1.00	0.95	0.95	1.00
Frt	1.00	0.98		1.00	1.00		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	0.99	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	3478		1770	3527		1681	1746	1583	1681	1761	1583
Flt Permitted	0.10	1.00		0.10	1.00		0.95	0.99	1.00	0.95	1.00	1.00
Satd. Flow (perm)	188	3478		188	3527		1681	1746	1583	1681	1761	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	160	1152	151	180	1015	24	278	164	161	275	264	130
RTOR Reduction (vph)	0	9	0	0	1	0	0	0	148	0	0	118
Lane Group Flow (vph)	160	1294	0	180	1038	0	217	225	13	247	292	12
Turn Type	pm+pt	NA		pm+pt	NA		Split	NA	Over	Split	NA	Over
Protected Phases	5	2		1	6		3	3	1	4	4	5
Permitted Phases	2			6								
Actuated Green, G (s)	51.4	41.1		48.6	39.7		17.1	17.1	8.9	18.9	18.9	10.3
Effective Green, g (s)	51.4	41.1		48.6	39.7		17.1	17.1	8.9	18.9	18.9	10.3
Actuated g/C Ratio	0.47	0.37		0.44	0.36		0.16	0.16	0.08	0.17	0.17	0.09
Clearance Time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lane Grp Cap (vph)	235	1299		211	1272		261	271	128	288	302	148
v/s Ratio Prot	0.06	c0.37		c0.07	0.29		c0.13	0.13	0.01	0.15	c0.17	0.01
v/s Ratio Perm	0.25			0.31								
v/c Ratio	0.68	1.00		0.85	0.82		0.83	0.83	0.10	0.86	0.97	0.08
Uniform Delay, d1	21.7	34.4		25.4	31.8		45.1	45.0	46.8	44.2	45.2	45.5
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	6.3	24.0		26.0	5.9		18.9	18.2	0.1	20.8	42.2	0.1
Delay (s)	28.0	58.4		51.3	37.7		63.9	63.2	47.0	65.0	87.4	45.6
Level of Service	C	E		D	D		E	E	D	E	F	D
Approach Delay (s)		55.0			39.7			59.2			71.0	
Approach LOS		E			D			E			E	

Intersection Summary		
HCM 2000 Control Delay	53.6	HCM 2000 Level of Service D
HCM 2000 Volume to Capacity ratio	0.94	
Actuated Cycle Length (s)	110.0	Sum of lost time (s) 24.0
Intersection Capacity Utilization	90.3%	ICU Level of Service E
Analysis Period (min)	15	

c Critical Lane Group



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↖	↗			↕		↖	↗	
Traffic Volume (veh/h)	0	0	0	14	1	194	0	277	25	265	402	0
Future Volume (Veh/h)	0	0	0	14	1	194	0	277	25	265	402	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	0	0	0	16	1	216	0	308	28	294	447	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			TWLTL	
Median storage (veh)											2	
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1574	1371	447	1357	1357	322	447			336		
vC1, stage 1 conf vol	1035	1035		322	322							
vC2, stage 2 conf vol	538	336		1035	1035							
vCu, unblocked vol	1574	1371	447	1357	1357	322	447			336		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)	6.1	5.5		6.1	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	92	100	70	100			76		
cM capacity (veh/h)	72	211	612	205	224	719	1113			1223		
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>WB 2</b>	<b>NB 1</b>	<b>SB 1</b>	<b>SB 2</b>						
Volume Total	0	16	217	336	294	447						
Volume Left	0	16	0	0	294	0						
Volume Right	0	0	216	28	0	0						
cSH	1700	205	712	1113	1223	1700						
Volume to Capacity	0.00	0.08	0.30	0.00	0.24	0.26						
Queue Length 95th (ft)	0	6	32	0	24	0						
Control Delay (s)	0.0	24.1	12.3	0.0	8.9	0.0						
Lane LOS	A	C	B		A							
Approach Delay (s)	0.0	13.1		0.0	3.5							
Approach LOS	A	B										
<b>Intersection Summary</b>												
Average Delay			4.3									
Intersection Capacity Utilization			59.3%		ICU Level of Service					B		
Analysis Period (min)			15									

							
Movement	NBL	NBR	SET	SER	NWL	NWT	
Lane Configurations	↵	↶	↕↶		↵	↕↕	
Traffic Volume (veh/h)	18	39	1269	28	26	1196	
Future Volume (Veh/h)	18	39	1269	28	26	1196	
Sign Control	Stop		Free		Free		
Grade	0%		0%		0%		
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78	
Hourly flow rate (vph)	23	50	1627	36	33	1533	
Pedestrians							
Lane Width (ft)							
Walking Speed (ft/s)							
Percent Blockage							
Right turn flare (veh)							
Median type							
			TWLTL		TWLTL		
Median storage veh)			2		2		
Upstream signal (ft)							
pX, platoon unblocked							
vC, conflicting volume	2478	832			1663		
vC1, stage 1 conf vol	1645						
vC2, stage 2 conf vol	832						
vCu, unblocked vol	2478	832			1663		
tC, single (s)	6.8	6.9			4.1		
tC, 2 stage (s)	5.8						
tF (s)	3.5	3.3			2.2		
p0 queue free %	82	84			91		
cM capacity (veh/h)	129	313			383		
Direction, Lane #	NB 1	NB 2	SE 1	SE 2	NW 1	NW 2	NW 3
Volume Total	23	50	1085	578	33	766	766
Volume Left	23	0	0	0	33	0	0
Volume Right	0	50	0	36	0	0	0
cSH	129	313	1700	1700	383	1700	1700
Volume to Capacity	0.18	0.16	0.64	0.34	0.09	0.45	0.45
Queue Length 95th (ft)	16	14	0	0	7	0	0
Control Delay (s)	38.9	18.7	0.0	0.0	15.3	0.0	0.0
Lane LOS	E	C			C		
Approach Delay (s)	25.1		0.0		0.3		
Approach LOS	D						
<b>Intersection Summary</b>							
Average Delay			0.7				
Intersection Capacity Utilization			46.0%		ICU Level of Service		A
Analysis Period (min)			15				

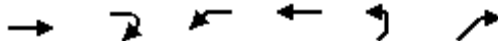


Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	43	13	21	40	9	20
Future Volume (Veh/h)	43	13	21	40	9	20
Sign Control	Stop		Free		Free	
Grade	0%		0%		0%	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89
Hourly flow rate (vph)	48	15	24	45	10	22
<b>Pedestrians</b>						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	88	46			24	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	88	46			24	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	95	99			99	
cM capacity (veh/h)	907	1023			1591	
<b>Direction, Lane #</b>	<b>WB 1</b>	<b>NB 1</b>	<b>SB 1</b>			
Volume Total	63	69	32			
Volume Left	48	0	10			
Volume Right	15	45	0			
cSH	932	1700	1591			
Volume to Capacity	0.07	0.04	0.01			
Queue Length 95th (ft)	5	0	0			
Control Delay (s)	9.1	0.0	2.3			
Lane LOS	A		A			
Approach Delay (s)	9.1	0.0	2.3			
Approach LOS	A					
<b>Intersection Summary</b>						
Average Delay			4.0			
Intersection Capacity Utilization			18.2%	ICU Level of Service	A	
Analysis Period (min)			15			



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	21	16	2	477	702	9
Future Volume (Veh/h)	21	16	2	477	702	9
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	22	17	2	507	747	10
<b>Pedestrians</b>						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				TWLTL	None	
Median storage (veh)				2		
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1258	747	757			
vC1, stage 1 conf vol	747					
vC2, stage 2 conf vol	511					
vCu, unblocked vol	1258	747	757			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)	5.4					
tF (s)	3.5	3.3	2.2			
p0 queue free %	94	96	100			
cM capacity (veh/h)	398	413	854			
Direction, Lane #	EB 1	EB 2	NB 1	NB 2	SB 1	SB 2
Volume Total	22	17	2	507	747	10
Volume Left	22	0	2	0	0	0
Volume Right	0	17	0	0	0	10
cSH	398	413	854	1700	1700	1700
Volume to Capacity	0.06	0.04	0.00	0.30	0.44	0.01
Queue Length 95th (ft)	4	3	0	0	0	0
Control Delay (s)	14.6	14.1	9.2	0.0	0.0	0.0
Lane LOS	B	B	A			
Approach Delay (s)	14.4	0.0		0.0		
Approach LOS	B					
<b>Intersection Summary</b>						
Average Delay			0.4			
Intersection Capacity Utilization			46.9%	ICU Level of Service	A	
Analysis Period (min)			15			

HCM Unsignalized Intersection Capacity Analysis  
1: Creek Rd & US 290

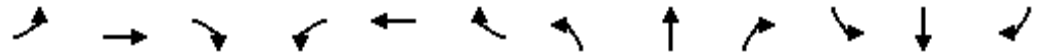


Movement	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations	↑↑		↵	↑↑	↵	
Traffic Volume (veh/h)	1840	29	88	2354	9	57
Future Volume (Veh/h)	1840	29	88	2354	9	57
Sign Control	Free		Free		Stop	
Grade	0%		0%		0%	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	2022	32	97	2587	10	63
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLTL		TWLTL			
Median storage veh)	2		2			
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			2054		3526	1027
vC1, stage 1 conf vol					2038	
vC2, stage 2 conf vol					1488	
vCu, unblocked vol			2054		3526	1027
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			64		84	73
cM capacity (veh/h)			269		64	232
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NE 1
Volume Total	1348	706	97	1294	1294	73
Volume Left	0	0	97	0	0	10
Volume Right	0	32	0	0	0	63
cSH	1700	1700	269	1700	1700	170
Volume to Capacity	0.79	0.42	0.36	0.76	0.76	0.43
Queue Length 95th (ft)	0	0	39	0	0	48
Control Delay (s)	0.0	0.0	25.7	0.0	0.0	41.1
Lane LOS			D			E
Approach Delay (s)	0.0		0.9			41.1
Approach LOS						E
<b>Intersection Summary</b>						
Average Delay			1.1			
Intersection Capacity Utilization			75.8%	ICU Level of Service	D	
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis  
3: RM 12 & US 290

2021 No Build AM Peak Ho Item 9.

08/09/2017



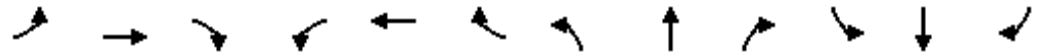
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	274	1385	214	223	1591	32	626	329	484	321	199	374
Future Volume (vph)	274	1385	214	223	1591	32	626	329	484	321	199	374
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	0.95		1.00	0.95		0.95	0.95	1.00	0.95	0.95	1.00
Frt	1.00	0.98		1.00	1.00		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	0.98	1.00	0.95	0.99	1.00
Satd. Flow (prot)	1770	3468		1770	3529		1681	1742	1583	1681	1748	1583
Flt Permitted	0.12	1.00		0.12	1.00		0.95	0.98	1.00	0.95	0.99	1.00
Satd. Flow (perm)	219	3468		219	3529		1681	1742	1583	1681	1748	1583
Peak-hour factor, PHF	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	295	1489	230	240	1711	34	673	354	520	345	214	402
RTOR Reduction (vph)	0	11	0	0	1	0	0	0	229	0	0	252
Lane Group Flow (vph)	295	1708	0	240	1744	0	505	522	291	276	283	150
Turn Type	pm+pt	NA		pm+pt	NA		Split	NA	Over	Split	NA	Over
Protected Phases	5	2		1	6		3	3	1	4	4	5
Permitted Phases	2			6								
Actuated Green, G (s)	43.0	34.0		43.0	34.0		24.0	24.0	9.0	19.0	19.0	9.0
Effective Green, g (s)	43.0	34.0		43.0	34.0		24.0	24.0	9.0	19.0	19.0	9.0
Actuated g/C Ratio	0.39	0.31		0.39	0.31		0.22	0.22	0.08	0.17	0.17	0.08
Clearance Time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lane Grp Cap (vph)	212	1071		212	1090		366	380	129	290	301	129
v/s Ratio Prot	0.11	0.49		0.09	c0.49		c0.30	0.30	c0.18	c0.16	0.16	0.10
v/s Ratio Perm	0.43			0.35								
v/c Ratio	1.39	1.59		1.13	1.60		1.38	1.37	2.26	0.95	0.94	1.17
Uniform Delay, d1	28.1	38.0		28.1	38.0		43.0	43.0	50.5	45.0	44.9	50.5
Progression Factor	0.97	1.12		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	178.9	268.0		101.9	274.2		187.2	184.1	590.4	41.8	38.6	130.7
Delay (s)	206.0	310.6		130.0	312.2		230.2	227.1	640.9	86.9	83.6	181.2
Level of Service	F	F		F	F		F	F	F	F	F	F
Approach Delay (s)		295.3			290.1			367.2			125.4	
Approach LOS		F			F			F			F	

**Intersection Summary**

HCM 2000 Control Delay	285.7	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	1.46		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	120.3%	ICU Level of Service	H
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
 16: RM 12 & Cemetery/RM 150



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↖	↗			↕		↖	↗	
Traffic Volume (veh/h)	0	0	0	29	2	356	0	607	36	236	417	7
Future Volume (Veh/h)	0	0	0	29	2	356	0	607	36	236	417	7
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	0	0	0	30	2	367	0	626	37	243	430	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			TWLTL	
Median storage (veh)												2
Upstream signal (ft)												1269
pX, platoon unblocked	0.94	0.94	0.94	0.94	0.94		0.94					
vC, conflicting volume	1932	1582	434	1560	1568	644	437			663		
vC1, stage 1 conf vol	920	920		644	644							
vC2, stage 2 conf vol	1012	663		916	923							
vCu, unblocked vol	1962	1588	359	1565	1572	644	363			663		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)	6.1	5.5		6.1	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	86	99	22	100			74		
cM capacity (veh/h)	8	175	640	212	224	473	1118			926		
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>WB 2</b>	<b>NB 1</b>	<b>SB 1</b>	<b>SB 2</b>						
Volume Total	0	30	369	663	243	437						
Volume Left	0	30	0	0	243	0						
Volume Right	0	0	367	37	0	7						
cSH	1700	212	470	1118	926	1700						
Volume to Capacity	0.00	0.14	0.79	0.00	0.26	0.26						
Queue Length 95th (ft)	0	12	176	0	26	0						
Control Delay (s)	0.0	24.7	35.4	0.0	10.3	0.0						
Lane LOS	A	C	E		B							
Approach Delay (s)	0.0	34.6		0.0	3.7							
Approach LOS	A	D										
<b>Intersection Summary</b>												
Average Delay			9.4									
Intersection Capacity Utilization			88.6%		ICU Level of Service					E		
Analysis Period (min)			15									



HCM Signalized Intersection Capacity Analysis  
 19: Roger Hanks Pkwy & US 290

08/09/2017



Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Volume (vph)	32	47	2004	51	64	1562
Future Volume (vph)	32	47	2004	51	64	1562
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0		6.0	6.0
Lane Util. Factor	1.00	1.00	0.95		1.00	0.95
Frt	1.00	0.85	1.00		1.00	1.00
Flt Protected	0.95	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1770	1583	3526		1770	3539
Flt Permitted	0.95	1.00	1.00		0.06	1.00
Satd. Flow (perm)	1770	1583	3526		103	3539
Peak-hour factor, PHF	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	39	57	2444	62	78	1905
RTOR Reduction (vph)	0	46	2	0	0	0
Lane Group Flow (vph)	39	11	2504	0	78	1905
Turn Type	Prot	Perm	NA		pm+pt	NA
Protected Phases	4		2		1	6
Permitted Phases		4			6	
Actuated Green, G (s)	22.0	22.0	66.0		76.0	76.0
Effective Green, g (s)	22.0	22.0	66.0		76.0	76.0
Actuated g/C Ratio	0.20	0.20	0.60		0.69	0.69
Clearance Time (s)	6.0	6.0	6.0		6.0	6.0
Vehicle Extension (s)	2.0	2.0	2.0		2.0	2.0
Lane Grp Cap (vph)	354	316	2115		131	2445
v/s Ratio Prot	c0.02		c0.71		0.02	c0.54
v/s Ratio Perm		0.01			0.39	
v/c Ratio	0.11	0.04	1.18		0.60	0.78
Uniform Delay, d1	36.0	35.5	22.0		27.4	11.4
Progression Factor	1.00	1.00	1.00		2.29	0.70
Incremental Delay, d2	0.6	0.2	88.0		0.4	0.2
Delay (s)	36.6	35.7	110.0		63.3	8.2
Level of Service	D	D	F		E	A
Approach Delay (s)	36.1		110.0			10.4
Approach LOS	D		F			B

**Intersection Summary**

HCM 2000 Control Delay	65.4	HCM 2000 Level of Service	E
HCM 2000 Volume to Capacity ratio	0.94		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	71.2%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
 20: Onion Creek/Roger Hanks Pkwy & Creek Rd



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	71	12	42	42	8	57
Future Volume (Veh/h)	71	12	42	42	8	57
Sign Control	Stop		Free		Free	
Grade	0%		0%		0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	89	15	53	53	10	71
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None		None	
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	170	80			53	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	170	80			53	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	89	98			99	
cM capacity (veh/h)	814	981			1553	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	104	106	81
Volume Left	89	0	10
Volume Right	15	53	0
cSH	835	1700	1553
Volume to Capacity	0.12	0.06	0.01
Queue Length 95th (ft)	11	0	0
Control Delay (s)	9.9	0.0	0.9
Lane LOS	A		A
Approach Delay (s)	9.9	0.0	0.9
Approach LOS	A		

Intersection Summary			
Average Delay		3.8	
Intersection Capacity Utilization		21.1%	ICU Level of Service A
Analysis Period (min)		15	

HCM Signalized Intersection Capacity Analysis  
23: RM 12 & Caliterra Pkwy

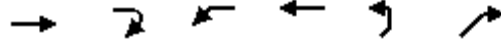


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	353	88	32	1045	506	151
Future Volume (vph)	353	88	32	1045	506	151
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	0.85	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	1.00	1.00
Satd. Flow (prot)	1770	1583	1770	1863	1863	1583
Flt Permitted	0.95	1.00	0.36	1.00	1.00	1.00
Satd. Flow (perm)	1770	1583	665	1863	1863	1583
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	364	91	33	1077	522	156
RTOR Reduction (vph)	0	74	0	0	0	61
Lane Group Flow (vph)	364	17	33	1077	522	95
Turn Type	Prot	Perm	pm+pt	NA	NA	Perm
Protected Phases	4		5	2	6	
Permitted Phases		4	2			6
Actuated Green, G (s)	19.0	19.0	69.0	69.0	60.6	60.6
Effective Green, g (s)	19.0	19.0	69.0	69.0	60.6	60.6
Actuated g/C Ratio	0.19	0.19	0.69	0.69	0.61	0.61
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	336	300	485	1285	1128	959
v/s Ratio Prot	c0.21		0.00	c0.58	0.28	
v/s Ratio Perm		0.01	0.05			0.06
v/c Ratio	1.08	0.06	0.07	0.84	0.46	0.10
Uniform Delay, d1	40.5	33.2	6.2	11.4	10.8	8.3
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	73.2	0.1	0.1	6.6	1.4	0.2
Delay (s)	113.7	33.2	6.3	18.0	12.2	8.5
Level of Service	F	C	A	B	B	A
Approach Delay (s)	97.6			17.7	11.3	
Approach LOS	F			B	B	

Intersection Summary			
HCM 2000 Control Delay	32.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.96		
Actuated Cycle Length (s)	100.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	84.6%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
1: Creek Rd & US 290



Movement	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations	↑↑		↙	↑↑	↘	
Traffic Volume (veh/h)	1899	15	111	1922	3	109
Future Volume (Veh/h)	1899	15	111	1922	3	109
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Hourly flow rate (vph)	2042	16	119	2067	3	117
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLTL		TWLTL			
Median storage veh)	2		2			
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			2058		3322	1029
vC1, stage 1 conf vol					2050	
vC2, stage 2 conf vol					1272	
vCu, unblocked vol			2058		3322	1029
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			56		95	49
cM capacity (veh/h)			268		66	231
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NE 1
Volume Total	1361	697	119	1034	1034	120
Volume Left	0	0	119	0	0	3
Volume Right	0	16	0	0	0	117
cSH	1700	1700	268	1700	1700	218
Volume to Capacity	0.80	0.41	0.44	0.61	0.61	0.55
Queue Length 95th (ft)	0	0	54	0	0	74
Control Delay (s)	0.0	0.0	28.7	0.0	0.0	40.2
Lane LOS	D			E		
Approach Delay (s)	0.0		1.6	40.2		
Approach LOS				E		
<b>Intersection Summary</b>						
Average Delay			1.9			
Intersection Capacity Utilization			76.0%	ICU Level of Service		D
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis  
3: RM 12 & US 290

2021 No Build PM Peak Ho Item 9.

08/09/2017



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	237	1699	243	331	1497	36	471	302	440	406	409	193
Future Volume (vph)	237	1699	243	331	1497	36	471	302	440	406	409	193
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	0.95		1.00	0.95		0.95	0.95	1.00	0.95	0.95	1.00
Frt	1.00	0.98		1.00	1.00		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	0.99	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	3473		1770	3527		1681	1750	1583	1681	1762	1583
Flt Permitted	0.10	1.00		0.11	1.00		0.95	0.99	1.00	0.95	1.00	1.00
Satd. Flow (perm)	182	3473		203	3527		1681	1750	1583	1681	1762	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	247	1770	253	345	1559	38	491	315	458	423	426	201
RTOR Reduction (vph)	0	10	0	0	1	0	0	0	257	0	0	131
Lane Group Flow (vph)	247	2013	0	345	1596	0	398	408	201	381	468	70
Turn Type	pm+pt	NA		pm+pt	NA		Split	NA	Over	Split	NA	Over
Protected Phases	5	2		1	6		3	3	1	4	4	5
Permitted Phases	2			6								
Actuated Green, G (s)	54.3	41.0		45.7	36.7		19.0	19.0	9.0	17.0	17.0	13.3
Effective Green, g (s)	54.3	41.0		45.7	36.7		19.0	19.0	9.0	17.0	17.0	13.3
Actuated g/C Ratio	0.49	0.37		0.42	0.33		0.17	0.17	0.08	0.15	0.15	0.12
Clearance Time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lane Grp Cap (vph)	281	1294		212	1176		290	302	129	259	272	191
v/s Ratio Prot	0.11	c0.58		c0.13	0.45		c0.24	0.23	0.13	0.23	c0.27	0.04
v/s Ratio Perm	0.33			0.54								
v/c Ratio	0.88	1.56		1.63	1.36		1.37	1.35	1.56	1.47	1.72	0.37
Uniform Delay, d1	29.9	34.5		27.9	36.6		45.5	45.5	50.5	46.5	46.5	44.5
Progression Factor	0.79	1.29		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	3.0	250.4		302.8	166.2		188.0	178.3	285.1	231.8	339.4	0.4
Delay (s)	26.8	295.0		330.7	202.9		233.5	223.8	335.6	278.3	385.9	44.9
Level of Service	C	F		F	F		F	F	F	F	F	D
Approach Delay (s)		265.8			225.6			267.4			281.6	
Approach LOS		F			F			F			F	

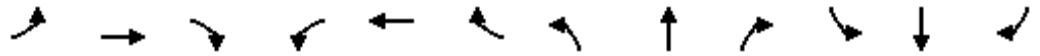
Intersection Summary		
HCM 2000 Control Delay	256.7	HCM 2000 Level of Service
HCM 2000 Volume to Capacity ratio	1.55	F
Actuated Cycle Length (s)	110.0	Sum of lost time (s)
Intersection Capacity Utilization	136.0%	24.0
Analysis Period (min)	15	ICU Level of Service
		H

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
 16: RM 12 & Cemetery/RM 150

2021 No Build PM Peak Ho Item 9.

08/09/2017



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↖	↗			↕		↖	↗	
Traffic Volume (veh/h)	0	0	0	22	2	311	0	439	39	448	657	0
Future Volume (Veh/h)	0	0	0	22	2	311	0	439	39	448	657	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	0	0	0	24	2	346	0	488	43	498	730	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type							None			TWLTL		
Median storage (veh)										2		
Upstream signal (ft)										1269		
pX, platoon unblocked	0.52	0.52	0.52	0.52	0.52		0.52					
vC, conflicting volume	2582	2257	730	2236	2236	510	730			531		
vC1, stage 1 conf vol	1726	1726		510	510							
vC2, stage 2 conf vol	856	531		1726	1726							
vCu, unblocked vol	3576	2952	23	2911	2911	510	23			531		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)	6.1	5.5		6.1	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	0	93	39	100			52		
cM capacity (veh/h)	0	20	549	22	30	564	830			1036		
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>WB 2</b>	<b>NB 1</b>	<b>SB 1</b>	<b>SB 2</b>						
Volume Total	0	24	348	531	498	730						
Volume Left	0	24	0	0	498	0						
Volume Right	0	0	346	43	0	0						
cSH	1700	22	511	830	1036	1700						
Volume to Capacity	0.00	1.07	0.68	0.00	0.48	0.43						
Queue Length 95th (ft)	0	77	128	0	67	0						
Control Delay (s)	0.0	458.0	25.8	0.0	11.6	0.0						
Lane LOS	A	F	D		B							
Approach Delay (s)	0.0	53.7		0.0	4.7							
Approach LOS	A	F										
<b>Intersection Summary</b>												
Average Delay			12.1									
Intersection Capacity Utilization			89.4%	ICU Level of Service				E				
Analysis Period (min)			15									

HCM Signalized Intersection Capacity Analysis  
 19: Roger Hanks Pkwy & US 290



Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Volume (vph)	27	59	1971	42	41	1898
Future Volume (vph)	27	59	1971	42	41	1898
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0		6.0	6.0
Lane Util. Factor	1.00	1.00	0.95		1.00	0.95
Frt	1.00	0.85	1.00		1.00	1.00
Flt Protected	0.95	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1770	1583	3528		1770	3539
Flt Permitted	0.95	1.00	1.00		0.06	1.00
Satd. Flow (perm)	1770	1583	3528		110	3539
Peak-hour factor, PHF	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	35	76	2527	54	53	2433
RTOR Reduction (vph)	0	58	1	0	0	0
Lane Group Flow (vph)	35	18	2580	0	53	2433
Turn Type	Prot	Perm	NA		pm+pt	NA
Protected Phases	4		2		1	6
Permitted Phases		4			6	
Actuated Green, G (s)	26.0	26.0	62.0		72.0	72.0
Effective Green, g (s)	26.0	26.0	62.0		72.0	72.0
Actuated g/C Ratio	0.24	0.24	0.56		0.65	0.65
Clearance Time (s)	6.0	6.0	6.0		6.0	6.0
Vehicle Extension (s)	2.0	2.0	2.0		2.0	2.0
Lane Grp Cap (vph)	418	374	1988		132	2316
v/s Ratio Prot	c0.02		c0.73		0.01	c0.69
v/s Ratio Perm		0.01			0.25	
v/c Ratio	0.08	0.05	1.30		0.40	1.05
Uniform Delay, d1	32.7	32.4	24.0		25.9	19.0
Progression Factor	1.00	1.00	1.00		2.32	0.91
Incremental Delay, d2	0.4	0.2	137.8		0.1	24.1
Delay (s)	33.1	32.7	161.8		60.3	41.4
Level of Service	C	C	F		E	D
Approach Delay (s)	32.8		161.8			41.8
Approach LOS	C		F			D

Intersection Summary			
HCM 2000 Control Delay	101.4	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	0.98		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	70.0%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
 20: Onion Creek/Roger Hanks Pkwy & Creek Rd



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	66	20	32	61	14	31
Future Volume (Veh/h)	66	20	32	61	14	31
Sign Control	Stop		Free		Free	
Grade	0%		0%		0%	
Peak Hour Factor	0.89	0.80	0.89	0.89	0.89	0.89
Hourly flow rate (vph)	74	25	36	69	16	35
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None		None	
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	138	70			36	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	138	70			36	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	91	97			99	
cM capacity (veh/h)	847	992			1575	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	99	105	51
Volume Left	74	0	16
Volume Right	25	69	0
cSH	880	1700	1575
Volume to Capacity	0.11	0.06	0.01
Queue Length 95th (ft)	9	0	1
Control Delay (s)	9.6	0.0	2.3
Lane LOS	A		A
Approach Delay (s)	9.6	0.0	2.3
Approach LOS	A		

Intersection Summary			
Average Delay		4.2	
Intersection Capacity Utilization	20.6%	ICU Level of Service	A
Analysis Period (min)	15		



HCM Signalized Intersection Capacity Analysis  
23: RM 12 & Caliterra Pkwy

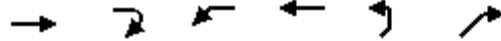


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	354	105	29	733	1097	120
Future Volume (vph)	354	105	29	733	1097	120
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	0.85	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	1.00	1.00
Satd. Flow (prot)	1770	1583	1770	1863	1863	1583
Flt Permitted	0.95	1.00	0.06	1.00	1.00	1.00
Satd. Flow (perm)	1770	1583	114	1863	1863	1583
Peak-hour factor, PHF	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	377	112	31	780	1167	128
RTOR Reduction (vph)	0	90	0	0	0	51
Lane Group Flow (vph)	377	22	31	780	1167	77
Turn Type	Prot	Perm	pm+pt	NA	NA	Perm
Protected Phases	4		5	2	6	
Permitted Phases		4	2			6
Actuated Green, G (s)	19.1	19.1	67.5	67.5	59.2	59.2
Effective Green, g (s)	19.1	19.1	67.5	67.5	59.2	59.2
Actuated g/C Ratio	0.19	0.19	0.68	0.68	0.60	0.60
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	342	306	116	1275	1118	950
v/s Ratio Prot	c0.21		0.01	c0.42	c0.63	
v/s Ratio Perm		0.01	0.18			0.05
v/c Ratio	1.10	0.07	0.27	0.61	1.04	0.08
Uniform Delay, d1	39.8	32.5	24.3	8.4	19.7	8.3
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	79.1	0.1	1.2	2.2	39.1	0.2
Delay (s)	118.8	32.6	25.5	10.6	58.8	8.4
Level of Service	F	C	C	B	E	A
Approach Delay (s)	99.1			11.2	53.8	
Approach LOS	F			B	D	

Intersection Summary			
HCM 2000 Control Delay	49.0	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	1.07		
Actuated Cycle Length (s)	98.6	Sum of lost time (s)	18.0
Intersection Capacity Utilization	87.3%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
1: Creek Rd & US 290



Movement	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations	↑↑		↵	↑↑	↵	
Traffic Volume (veh/h)	1891	29	90	2357	9	77
Future Volume (Veh/h)	1891	29	90	2357	9	77
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	2078	32	99	2590	10	85
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLTL		TWLTL			
Median storage veh)	2		2			
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			2110		3587	1055
vC1, stage 1 conf vol					2094	
vC2, stage 2 conf vol					1493	
vCu, unblocked vol			2110		3587	1055
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			61		83	62
cM capacity (veh/h)			256		60	222
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NE 1
Volume Total	1385	725	99	1295	1295	95
Volume Left	0	0	99	0	0	10
Volume Right	0	32	0	0	0	85
cSH	1700	1700	256	1700	1700	173
Volume to Capacity	0.81	0.43	0.39	0.76	0.76	0.55
Queue Length 95th (ft)	0	0	43	0	0	71
Control Delay (s)	0.0	0.0	27.6	0.0	0.0	48.7
Lane LOS	D			E		
Approach Delay (s)	0.0		1.0	48.7		
Approach LOS				E		
<b>Intersection Summary</b>						
Average Delay			1.5			
Intersection Capacity Utilization			77.1%	ICU Level of Service		D
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis  
3: RM 12 & US 290

08/09/2017



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	287	1450	207	223	1613	32	605	335	484	321	202	378
Future Volume (vph)	287	1450	207	223	1613	32	605	335	484	321	202	378
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	0.95		1.00	0.95		0.95	0.95	1.00	0.95	0.95	1.00
Frt	1.00	0.98		1.00	1.00		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	0.99	1.00	0.95	0.99	1.00
Satd. Flow (prot)	1770	3473		1770	3529		1681	1743	1583	1681	1749	1583
Flt Permitted	0.12	1.00		0.12	1.00		0.95	0.99	1.00	0.95	0.99	1.00
Satd. Flow (perm)	219	3473		219	3529		1681	1743	1583	1681	1749	1583
Peak-hour factor, PHF	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	309	1559	223	240	1734	34	651	360	520	345	217	406
RTOR Reduction (vph)	0	10	0	0	1	0	0	0	230	0	0	252
Lane Group Flow (vph)	309	1772	0	240	1767	0	495	516	290	276	286	154
Turn Type	pm+pt	NA		pm+pt	NA		Split	NA	Over	Split	NA	Over
Protected Phases	5	2		1	6		3	3	1	4	4	5
Permitted Phases	2			6								
Actuated Green, G (s)	43.1	34.0		43.1	34.0		24.0	24.0	9.1	18.9	18.9	9.1
Effective Green, g (s)	43.1	34.0		43.1	34.0		24.0	24.0	9.1	18.9	18.9	9.1
Actuated g/C Ratio	0.39	0.31		0.39	0.31		0.22	0.22	0.08	0.17	0.17	0.08
Clearance Time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lane Grp Cap (vph)	214	1073		214	1090		366	380	130	288	300	130
v/s Ratio Prot	0.12	c0.51		0.09	0.50		0.29	c0.30	c0.18	c0.16	0.16	0.10
v/s Ratio Perm	0.45			0.35								
v/c Ratio	1.44	1.65		1.12	1.62		1.35	1.36	2.23	0.96	0.95	1.18
Uniform Delay, d1	28.0	38.0		28.0	38.0		43.0	43.0	50.5	45.2	45.1	50.5
Progression Factor	1.58	0.71		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	202.2	293.4		98.0	283.6		175.6	177.4	577.1	41.0	39.0	136.3
Delay (s)	246.6	320.3		126.0	321.6		218.6	220.4	627.5	86.2	84.1	186.7
Level of Service	F	F		F	F		F	F	F	F	F	F
Approach Delay (s)		309.4			298.2			358.1			127.8	
Approach LOS		F			F			F			F	

**Intersection Summary**

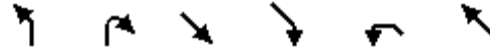
HCM 2000 Control Delay	290.6	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	1.48		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	121.3%	ICU Level of Service	H
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
 16: RM 12 & Cemetery/RM 150

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	29	2	360	0	611	36	249	430	7
Future Volume (Veh/h)	0	0	0	29	2	360	0	611	36	249	430	7
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Hourly flow rate (vph)	0	0	0	30	2	371	0	630	37	257	443	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			TWLTL	
Median storage (veh)												2
Upstream signal (ft)												1269
pX, platoon unblocked	0.93	0.93	0.93	0.93	0.93		0.93					
vC, conflicting volume	1981	1628	446	1606	1612	648	450			667		
vC1, stage 1 conf vol	960	960		648	648							
vC2, stage 2 conf vol	1020	667		957	964							
vCu, unblocked vol	2018	1637	366	1614	1621	648	370			667		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)	6.1	5.5		6.1	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	85	99	21	100			72		
cM capacity (veh/h)	7	162	631	198	211	470	1104			923		
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>WB 2</b>	<b>NB 1</b>	<b>SB 1</b>	<b>SB 2</b>						
Volume Total	0	30	373	667	257	450						
Volume Left	0	30	0	0	257	0						
Volume Right	0	0	371	37	0	7						
cSH	1700	198	467	1104	923	1700						
Volume to Capacity	0.00	0.15	0.80	0.00	0.28	0.26						
Queue Length 95th (ft)	0	13	183	0	29	0						
Control Delay (s)	0.0	26.4	36.9	0.0	10.4	0.0						
Lane LOS	A	D	E		B							
Approach Delay (s)	0.0	36.1		0.0	3.8							
Approach LOS	A	E										
<b>Intersection Summary</b>												
Average Delay			9.7									
Intersection Capacity Utilization			89.8%		ICU Level of Service					E		
Analysis Period (min)			15									

HCM Signalized Intersection Capacity Analysis  
 19: Roger Hanks Pkwy & US 290



Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Volume (vph)	73	105	1997	65	88	1541
Future Volume (vph)	73	105	1997	65	88	1541
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0		6.0	6.0
Lane Util. Factor	1.00	1.00	0.95		1.00	0.95
Frt	1.00	0.85	1.00		1.00	1.00
Flt Protected	0.95	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1770	1583	3523		1770	3539
Flt Permitted	0.95	1.00	1.00		0.06	1.00
Satd. Flow (perm)	1770	1583	3523		105	3539
Peak-hour factor, PHF	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	89	128	2435	79	107	1879
RTOR Reduction (vph)	0	65	2	0	0	0
Lane Group Flow (vph)	89	63	2512	0	107	1879
Turn Type	Prot	Perm	NA		pm+pt	NA
Protected Phases	4		2		1	6
Permitted Phases		4			6	
Actuated Green, G (s)	22.0	22.0	65.0		76.0	76.0
Effective Green, g (s)	22.0	22.0	65.0		76.0	76.0
Actuated g/C Ratio	0.20	0.20	0.59		0.69	0.69
Clearance Time (s)	6.0	6.0	6.0		6.0	6.0
Vehicle Extension (s)	2.0	2.0	2.0		2.0	2.0
Lane Grp Cap (vph)	354	316	2081		148	2445
v/s Ratio Prot	c0.05		c0.71		0.03	c0.53
v/s Ratio Perm		0.04			0.47	
v/c Ratio	0.25	0.20	1.21		0.72	0.77
Uniform Delay, d1	37.1	36.7	22.5		27.7	11.2
Progression Factor	1.00	1.00	1.00		1.20	1.38
Incremental Delay, d2	1.7	1.4	98.0		1.4	0.2
Delay (s)	38.8	38.1	120.5		34.4	15.7
Level of Service	D	D	F		C	B
Approach Delay (s)	38.4		120.5			16.7
Approach LOS	D		F			B

Intersection Summary			
HCM 2000 Control Delay		73.0	HCM 2000 Level of Service E
HCM 2000 Volume to Capacity ratio		0.98	
Actuated Cycle Length (s)		110.0	Sum of lost time (s) 18.0
Intersection Capacity Utilization		81.3%	ICU Level of Service D
Analysis Period (min)		15	

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
 20: Onion Creek/Roger Hanks Pkwy & Creek Rd



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	73	12	141	62	8	95
Future Volume (Veh/h)	73	12	141	62	8	95
Sign Control	Stop		Free		Free	
Grade	0%		0%		0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	91	15	176	78	10	119
<b>Pedestrians</b>						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	354	215			176	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	354	215			176	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	86	98			99	
cM capacity (veh/h)	639	825			1400	
<b>Direction, Lane #</b>	<b>WB 1</b>	<b>NB 1</b>	<b>SB 1</b>			
Volume Total	106	254	129			
Volume Left	91	0	10			
Volume Right	15	78	0			
cSH	660	1700	1400			
Volume to Capacity	0.16	0.15	0.01			
Queue Length 95th (ft)	14	0	1			
Control Delay (s)	11.5	0.0	0.6			
Lane LOS	B		A			
Approach Delay (s)	11.5	0.0	0.6			
Approach LOS	B					
<b>Intersection Summary</b>						
Average Delay			2.7			
Intersection Capacity Utilization			23.1%	ICU Level of Service		A
Analysis Period (min)	15					

HCM Unsignalized Intersection Capacity Analysis  
 22: Mt Gainor Rd & Carter Tract Rd



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	0	119	20	0	40	54
Future Volume (Veh/h)	0	119	20	0	40	54
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	129	22	0	43	59
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	167	22			22	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	167	22			22	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	88			97	
cM capacity (veh/h)	801	1055			1593	
<b>Direction, Lane #</b>						
	WB 1	NB 1	SB 1			
Volume Total	129	22	102			
Volume Left	0	0	43			
Volume Right	129	0	0			
cSH	1055	1700	1593			
Volume to Capacity	0.12	0.01	0.03			
Queue Length 95th (ft)	10	0	2			
Control Delay (s)	8.9	0.0	3.2			
Lane LOS	A		A			
Approach Delay (s)	8.9	0.0	3.2			
Approach LOS	A					
<b>Intersection Summary</b>						
Average Delay			5.8			
Intersection Capacity Utilization		25.8%		ICU Level of Service		A
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis  
 23: RM 12 & Caliterra Pkwy



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	338	114	40	1045	506	147
Future Volume (vph)	338	114	40	1045	506	147
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	0.85	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	1.00	1.00
Satd. Flow (prot)	1770	1583	1770	1863	1863	1583
Flt Permitted	0.95	1.00	0.33	1.00	1.00	1.00
Satd. Flow (perm)	1770	1583	622	1863	1863	1583
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	348	118	41	1077	522	152
RTOR Reduction (vph)	0	92	0	0	0	67
Lane Group Flow (vph)	348	26	41	1077	522	85
Turn Type	Prot	Perm	pm+pt	NA	NA	Perm
Protected Phases	4		5	2	6	
Permitted Phases		4	2			6
Actuated Green, G (s)	19.5	19.5	58.5	58.5	50.1	50.1
Effective Green, g (s)	19.5	19.5	58.5	58.5	50.1	50.1
Actuated g/C Ratio	0.22	0.22	0.65	0.65	0.56	0.56
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	383	342	434	1210	1037	881
v/s Ratio Prot	c0.20		0.00	c0.58	0.28	
v/s Ratio Perm		0.02	0.06			0.05
v/c Ratio	0.91	0.07	0.09	0.89	0.50	0.10
Uniform Delay, d1	34.4	28.1	7.2	13.1	12.3	9.3
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	24.6	0.1	0.1	10.0	1.7	0.2
Delay (s)	59.0	28.2	7.3	23.1	14.0	9.6
Level of Service	E	C	A	C	B	A
Approach Delay (s)	51.2			22.5	13.0	
Approach LOS	D			C	B	

Intersection Summary			
HCM 2000 Control Delay	25.6	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.97		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	83.7%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group



HCM Unsignalized Intersection Capacity Analysis  
1: Creek Rd & US 290



Movement	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations	↑↑		↵	↑↑	↵	
Traffic Volume (veh/h)	1957	15	118	1964	3	122
Future Volume (Veh/h)	1957	15	118	1964	3	122
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Hourly flow rate (vph)	2104	16	127	2112	3	131
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLTL		TWLTL			
Median storage veh)	2		2			
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			2120	3422		1060
vC1, stage 1 conf vol			2112			
vC2, stage 2 conf vol			1310			
vCu, unblocked vol			2120	3422		1060
tC, single (s)			4.1	6.8	6.9	
tC, 2 stage (s)			5.8			
tF (s)			2.2	3.5	3.3	
p0 queue free %			50	95	41	
cM capacity (veh/h)			254	60	220	
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NE 1
Volume Total	1403	717	127	1056	1056	134
Volume Left	0	0	127	0	0	3
Volume Right	0	16	0	0	0	131
cSH	1700	1700	254	1700	1700	208
Volume to Capacity	0.83	0.42	0.50	0.62	0.62	0.65
Queue Length 95th (ft)	0	0	65	0	0	96
Control Delay (s)	0.0	0.0	32.6	0.0	0.0	49.3
Lane LOS	D			E		
Approach Delay (s)	0.0	1.8		49.3		
Approach LOS				E		
<b>Intersection Summary</b>						
Average Delay			2.4			
Intersection Capacity Utilization			78.8%	ICU Level of Service		D
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis  
3: RM 12 & US 290



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	245	1741	264	473	1569	36	434	282	353	406	458	207
Future Volume (vph)	245	1741	264	473	1569	36	434	282	353	406	458	207
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	0.95		1.00	0.95		0.95	0.95	1.00	0.95	0.95	1.00
Frt	1.00	0.98		1.00	1.00		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	0.99	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	3469		1770	3527		1681	1750	1583	1681	1762	1583
Flt Permitted	0.10	1.00		0.11	1.00		0.95	0.99	1.00	0.95	1.00	1.00
Satd. Flow (perm)	182	3469		204	3527		1681	1750	1583	1681	1762	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	255	1814	275	493	1634	38	452	294	368	423	477	216
RTOR Reduction (vph)	0	11	0	0	1	0	0	0	222	0	0	131
Lane Group Flow (vph)	255	2078	0	493	1671	0	366	380	146	381	519	85
Turn Type	pm+pt	NA		pm+pt	NA		Split	NA	Over	Split	NA	Over
Protected Phases	5	2		1	6		3	3	1	4	4	5
Permitted Phases	2			6								
Actuated Green, G (s)	54.4	41.0		45.6	36.6		19.0	19.0	9.0	17.0	17.0	13.4
Effective Green, g (s)	54.4	41.0		45.6	36.6		19.0	19.0	9.0	17.0	17.0	13.4
Actuated g/C Ratio	0.49	0.37		0.41	0.33		0.17	0.17	0.08	0.15	0.15	0.12
Clearance Time (s)	6.0	6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lane Grp Cap (vph)	283	1292		212	1173		290	302	129	259	272	192
v/s Ratio Prot	0.11	c0.60		c0.19	0.47		c0.22	0.22	0.09	0.23	c0.29	0.05
v/s Ratio Perm	0.34			c0.77								
v/c Ratio	0.90	1.61		2.33	1.42		1.26	1.26	1.13	1.47	1.91	0.44
Uniform Delay, d1	30.6	34.5		27.8	36.7		45.5	45.5	50.5	46.5	46.5	44.8
Progression Factor	1.53	0.57		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	3.9	274.2		611.0	195.9		142.6	140.3	118.5	231.8	422.1	0.6
Delay (s)	50.8	293.8		638.8	232.6		188.1	185.8	169.0	278.3	468.6	45.4
Level of Service	D	F		F	F		F	F	F	F	F	D
Approach Delay (s)		267.4			325.1			181.0			321.7	
Approach LOS		F			F			F			F	

**Intersection Summary**

HCM 2000 Control Delay	280.7	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	1.92		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	146.3%	ICU Level of Service	H
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
16: RM 12 & Cemetery/RM 150

2021 Build PM Peak Ho Item 9.  
08/09/2017



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↖	↗			↕		↖	↗	
Traffic Volume (veh/h)	0	0	0	22	2	354	0	481	39	439	648	0
Future Volume (Veh/h)	0	0	0	22	2	354	0	481	39	439	648	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	0	0	0	24	2	393	0	534	43	488	720	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type							None			TWLTL		
Median storage veh										2		
Upstream signal (ft)										1269		
pX, platoon unblocked	0.53	0.53	0.53	0.53	0.53		0.53					
vC, conflicting volume	2646	2273	720	2252	2252	556	720			577		
vC1, stage 1 conf vol	1696	1696		556	556							
vC2, stage 2 conf vol	950	577		1696	1696							
vCu, unblocked vol	3643	2946	41	2906	2906	556	41			577		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)	6.1	5.5		6.1	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	3	94	26	100			51		
cM capacity (veh/h)	0	13	551	25	32	531	838			996		
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>WB 2</b>	<b>NB 1</b>	<b>SB 1</b>	<b>SB 2</b>						
Volume Total	0	24	395	577	488	720						
Volume Left	0	24	0	0	488	0						
Volume Right	0	0	393	43	0	0						
cSH	1700	25	493	838	996	1700						
Volume to Capacity	0.00	0.97	0.80	0.00	0.49	0.42						
Queue Length 95th (ft)	0	74	188	0	69	0						
Control Delay (s)	0.0	394.9	35.7	0.0	12.0	0.0						
Lane LOS	A	F	E		B							
Approach Delay (s)	0.0	56.3		0.0	4.9							
Approach LOS	A	F										
<b>Intersection Summary</b>												
Average Delay			13.4									
Intersection Capacity Utilization			93.8%	ICU Level of Service		F						
Analysis Period (min)			15									

HCM Signalized Intersection Capacity Analysis  
 19: Roger Hanks Pkwy & US 290



Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Volume (vph)	52	96	1992	85	120	1861
Future Volume (vph)	52	96	1992	85	120	1861
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0		6.0	6.0
Lane Util. Factor	1.00	1.00	0.95		1.00	0.95
Frt	1.00	0.85	0.99		1.00	1.00
Flt Protected	0.95	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1770	1583	3517		1770	3539
Flt Permitted	0.95	1.00	1.00		0.06	1.00
Satd. Flow (perm)	1770	1583	3517		111	3539
Peak-hour factor, PHF	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	67	123	2554	109	154	2386
RTOR Reduction (vph)	0	64	3	0	0	0
Lane Group Flow (vph)	67	59	2660	0	154	2386
Turn Type	Prot	Perm	NA		pm+pt	NA
Protected Phases	4		2		1	6
Permitted Phases		4			6	
Actuated Green, G (s)	26.0	26.0	61.0		72.0	72.0
Effective Green, g (s)	26.0	26.0	61.0		72.0	72.0
Actuated g/C Ratio	0.24	0.24	0.55		0.65	0.65
Clearance Time (s)	6.0	6.0	6.0		6.0	6.0
Vehicle Extension (s)	2.0	2.0	2.0		2.0	2.0
Lane Grp Cap (vph)	418	374	1950		148	2316
v/s Ratio Prot	c0.04		c0.76		0.05	c0.67
v/s Ratio Perm		0.04			0.63	
v/c Ratio	0.16	0.16	1.36		1.04	1.03
Uniform Delay, d1	33.3	33.3	24.5		33.0	19.0
Progression Factor	1.00	1.00	1.00		1.20	1.22
Incremental Delay, d2	0.8	0.9	167.3		33.5	15.7
Delay (s)	34.2	34.2	191.8		73.3	38.9
Level of Service	C	C	F		E	D
Approach Delay (s)	34.2		191.8			41.0
Approach LOS	C		F			D

**Intersection Summary**

HCM 2000 Control Delay	115.2	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	1.04		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	83.6%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

HCM Unsignalized Intersection Capacity Analysis  
 20: Onion Creek/Roger Hanks Pkwy & Creek Rd



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	73	20	94	74	14	153
Future Volume (Veh/h)	73	20	94	74	14	153
Sign Control	Stop		Free		Free	
Grade	0%		0%		0%	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89
Hourly flow rate (vph)	82	22	106	83	16	172
Pedestrians	3					
Lane Width (ft)	12.0					
Walking Speed (ft/s)	4.0					
Percent Blockage	0					
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	354	150			109	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	354	150			109	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	87	98			99	
cM capacity (veh/h)	635	894			1478	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	104	189	188
Volume Left	82	0	16
Volume Right	22	83	0
cSH	676	1700	1478
Volume to Capacity	0.15	0.11	0.01
Queue Length 95th (ft)	14	0	1
Control Delay (s)	11.3	0.0	0.7
Lane LOS	B		A
Approach Delay (s)	11.3	0.0	0.7
Approach LOS	B		

Intersection Summary			
Average Delay			2.7
Intersection Capacity Utilization	31.6%	ICU Level of Service	A
Analysis Period (min)			15

HCM Unsignalized Intersection Capacity Analysis  
 22: Mt Gainor Rd & Carter Tract Rd



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	0	75	69	0	129	46
Future Volume (Veh/h)	0	75	69	0	129	46
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	82	75	0	140	50
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	405	75			75	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	405	75			75	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	92			91	
cM capacity (veh/h)	547	986			1524	
<b>Direction, Lane #</b>	<b>WB 1</b>	<b>NB 1</b>	<b>SB 1</b>			
Volume Total	82	75	190			
Volume Left	0	0	140			
Volume Right	82	0	0			
cSH	986	1700	1524			
Volume to Capacity	0.08	0.04	0.09			
Queue Length 95th (ft)	7	0	8			
Control Delay (s)	9.0	0.0	5.8			
Lane LOS	A		A			
Approach Delay (s)	9.0	0.0	5.8			
Approach LOS	A					
<b>Intersection Summary</b>						
Average Delay			5.3			
Intersection Capacity Utilization		27.5%		ICU Level of Service		A
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis  
23: RM 12 & Caliterra Pkwy



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	210	87	114	733	1079	332
Future Volume (vph)	210	87	114	733	1079	332
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	0.85	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	1.00	1.00
Satd. Flow (prot)	1770	1583	1770	1863	1863	1583
Flt Permitted	0.95	1.00	0.07	1.00	1.00	1.00
Satd. Flow (perm)	1770	1583	128	1863	1863	1583
Peak-hour factor, PHF	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	223	93	121	780	1148	353
RTOR Reduction (vph)	0	78	0	0	0	147
Lane Group Flow (vph)	223	15	121	780	1148	206
Turn Type	Prot	Perm	pm+pt	NA	NA	Perm
Protected Phases	4		5	2	6	
Permitted Phases		4	2			6
Actuated Green, G (s)	14.7	14.7	63.3	63.3	52.4	52.4
Effective Green, g (s)	14.7	14.7	63.3	63.3	52.4	52.4
Actuated g/C Ratio	0.16	0.16	0.70	0.70	0.58	0.58
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	289	258	179	1310	1084	921
v/s Ratio Prot	c0.13		0.04	c0.42	c0.62	
v/s Ratio Perm		0.01	0.44			0.13
v/c Ratio	0.77	0.06	0.68	0.60	1.06	0.22
Uniform Delay, d1	36.0	31.8	21.8	6.8	18.8	9.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	12.0	0.1	9.7	2.0	44.4	0.6
Delay (s)	48.1	31.9	31.5	8.8	63.2	9.6
Level of Service	D	C	C	A	E	A
Approach Delay (s)	43.3			11.9	50.6	
Approach LOS	D			B	D	

**Intersection Summary**

HCM 2000 Control Delay	36.9	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	1.00		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	89.7%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

Synchro Results – With Mitigation Measures



HCM Signalized Intersection Capacity Analysis  
3: RM 12 & US 290



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	287	1450	207	223	1613	32	605	335	484	321	202	378
Future Volume (vph)	287	1450	207	223	1613	32	605	335	484	321	202	378
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	0.97	0.95		0.97	0.91	0.91	0.91	0.91	1.00	0.91	0.91	1.00
Frt	1.00	0.98		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00	1.00	0.95	0.99	1.00	0.95	0.99	1.00
Satd. Flow (prot)	3433	3473		3433	3389	1441	3221	1682	1583	3221	1683	1583
Flt Permitted	0.12	1.00		0.12	1.00	1.00	0.95	0.99	1.00	0.95	0.99	1.00
Satd. Flow (perm)	425	3473		425	3389	1441	3221	1682	1583	3221	1683	1583
Peak-hour factor, PHF	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	309	1559	223	240	1734	34	651	360	520	345	217	406
RTOR Reduction (vph)	0	10	0	0	0	21	0	0	278	0	0	251
Lane Group Flow (vph)	309	1772	0	240	1737	10	586	425	242	310	252	156
Turn Type	pm+pt	NA		pm+pt	NA	Perm	Split	NA	Over	Split	NA	Over
Protected Phases	5	2		1	6		3	3	1	4	4	5
Permitted Phases	2			6		6						
Actuated Green, G (s)	43.8	34.0		43.8	34.0	34.0	24.0	24.0	9.8	18.2	18.2	9.8
Effective Green, g (s)	43.8	34.0		43.8	34.0	34.0	24.0	24.0	9.8	18.2	18.2	9.8
Actuated g/C Ratio	0.40	0.31		0.40	0.31	0.31	0.22	0.22	0.09	0.17	0.17	0.09
Clearance Time (s)	6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lane Grp Cap (vph)	437	1073		437	1047	445	702	366	141	532	278	141
v/s Ratio Prot	0.06	0.51		0.05	c0.51		0.18	c0.25	c0.15	0.10	c0.15	0.10
v/s Ratio Perm	0.22			0.17		0.01						
v/c Ratio	0.71	1.65		0.55	1.66	0.02	0.83	1.16	1.72	0.58	0.91	1.10
Uniform Delay, d1	26.4	38.0		25.8	38.0	26.4	41.1	43.0	50.1	42.4	45.1	50.1
Progression Factor	1.43	0.71		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	0.4	293.4		0.8	300.8	0.1	8.1	98.6	351.0	1.1	30.0	106.0
Delay (s)	38.1	320.3		26.6	338.8	26.5	49.2	141.6	401.1	43.4	75.1	156.1
Level of Service	D	F		C	F	C	D	F	F	D	E	F
Approach Delay (s)		278.6			296.7			194.4			98.9	
Approach LOS		F			F			F			F	

**Intersection Summary**

HCM 2000 Control Delay	238.2	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	1.37		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	102.3%	ICU Level of Service	G
Analysis Period (min)	15		

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis  
16: RM 12 & Cemetery/RM 150

08/09/2017



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↖	↗			↕		↖	↗	
Traffic Volume (vph)	0	0	0	29	2	360	0	611	36	249	430	7
Future Volume (vph)	0	0	0	29	2	360	0	611	36	249	430	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	9	9	9	12	12	12	12	12	12	12	12	12
Total Lost time (s)				5.0	5.0			5.0		5.0	5.0	
Lane Util. Factor				1.00	1.00			1.00		1.00	1.00	
Fr <sub>t</sub>				1.00	0.85			0.99		1.00	1.00	
Fl <sub>t</sub> Protected				0.95	1.00			1.00		0.95	1.00	
Satd. Flow (prot)				1770	1585			1849		1770	1858	
Fl <sub>t</sub> Permitted				0.76	1.00			1.00		0.28	1.00	
Satd. Flow (perm)				1410	1585			1849		521	1858	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	0	0	0	30	2	371	0	630	37	257	443	7
RTOR Reduction (vph)	0	0	0	0	332	0	0	2	0	0	0	0
Lane Group Flow (vph)	0	0	0	30	41	0	0	665	0	257	450	0
Turn Type				Perm	NA			NA		pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2			6		
Actuated Green, G (s)				9.4	9.4			56.5		70.6	70.6	
Effective Green, g (s)				9.4	9.4			56.5		70.6	70.6	
Actuated g/C Ratio				0.10	0.10			0.63		0.78	0.78	
Clearance Time (s)				5.0	5.0			5.0		5.0	5.0	
Vehicle Extension (s)				3.0	3.0			3.0		3.0	3.0	
Lane Grp Cap (vph)				147	165			1160		534	1457	
v/s Ratio Prot					c0.03			c0.36		c0.05	0.24	
v/s Ratio Perm				0.02						0.33		
v/c Ratio				0.20	0.25			0.57		0.48	0.31	
Uniform Delay, d <sub>1</sub>				36.9	37.0			9.7		5.7	2.8	
Progression Factor				1.00	1.00			1.00		1.95	0.47	
Incremental Delay, d <sub>2</sub>				0.7	0.8			2.1		0.6	0.5	
Delay (s)				37.6	37.8			11.8		11.8	1.8	
Level of Service				D	D			B		B	A	
Approach Delay (s)		0.0			37.8			11.8			5.4	
Approach LOS		A			D			B			A	

**Intersection Summary**

HCM 2000 Control Delay	15.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.53		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	15.0
Intersection Capacity Utilization	92.3%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis  
3: RM 12 & US 290



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	245	1741	264	473	1569	36	434	282	353	406	458	207
Future Volume (vph)	245	1741	264	473	1569	36	434	282	353	406	458	207
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	0.97	0.95		0.97	0.91	0.91	0.91	0.91	1.00	0.91	0.91	1.00
Frt	1.00	0.98		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00	1.00	0.95	0.99	1.00	0.95	1.00	1.00
Satd. Flow (prot)	3433	3469		3433	3389	1441	3221	1684	1583	3221	1688	1583
Flt Permitted	0.10	1.00		0.10	1.00	1.00	0.95	0.99	1.00	0.95	1.00	1.00
Satd. Flow (perm)	353	3469		363	3389	1441	3221	1684	1583	3221	1688	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	255	1814	275	493	1634	38	452	294	368	423	477	216
RTOR Reduction (vph)	0	11	0	0	0	22	0	0	249	0	0	135
Lane Group Flow (vph)	255	2078	0	493	1638	12	407	339	119	381	519	81
Turn Type	pm+pt	NA		pm+pt	NA	Perm	Split	NA	Over	Split	NA	Over
Protected Phases	5	2		1	6		3	3	1	4	4	5
Permitted Phases	2			6		6						
Actuated Green, G (s)	51.2	41.0		48.8	39.8	39.8	19.0	19.0	9.0	17.0	17.0	10.2
Effective Green, g (s)	51.2	41.0		48.8	39.8	39.8	19.0	19.0	9.0	17.0	17.0	10.2
Actuated g/C Ratio	0.47	0.37		0.44	0.36	0.36	0.17	0.17	0.08	0.15	0.15	0.09
Clearance Time (s)	6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lane Grp Cap (vph)	449	1292		412	1226	521	556	290	129	497	260	146
v/s Ratio Prot	0.05	c0.60		c0.10	0.48		0.13	c0.20	0.08	0.12	c0.31	0.05
v/s Ratio Perm	0.21			0.43		0.01						
v/c Ratio	0.57	1.61		1.20	1.34	0.02	0.73	1.17	0.92	0.77	2.00	0.55
Uniform Delay, d1	23.7	34.5		28.9	35.1	22.6	43.1	45.5	50.2	44.6	46.5	47.7
Progression Factor	1.70	1.56		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	0.1	274.2		109.9	156.9	0.1	4.3	106.6	55.4	10.8	461.7	2.6
Delay (s)	40.3	328.0		138.8	192.0	22.7	47.4	152.1	105.5	55.4	508.2	50.3
Level of Service	D	F		F	F	C	D	F	F	E	F	D
Approach Delay (s)		296.7			177.2			98.5			265.0	
Approach LOS		F			F			F			F	

**Intersection Summary**

HCM 2000 Control Delay	220.3	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	1.54		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	129.0%	ICU Level of Service	H
Analysis Period (min)	15		

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis  
16: RM 12 & Cemetery/RM 150



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↖	↗			↕		↖	↗	
Traffic Volume (vph)	0	0	0	22	2	354	0	481	39	439	648	0
Future Volume (vph)	0	0	0	22	2	354	0	481	39	439	648	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	9	9	9	12	12	12	12	12	12	12	12	12
Total Lost time (s)				5.0	5.0			5.0		5.0	5.0	
Lane Util. Factor				1.00	1.00			1.00		1.00	1.00	
Fr <sub>t</sub>				1.00	0.85			0.99		1.00	1.00	
Fl <sub>t</sub> Protected				0.95	1.00			1.00		0.95	1.00	
Satd. Flow (prot)				1770	1585			1844		1770	1863	
Fl <sub>t</sub> Permitted				0.76	1.00			1.00		0.26	1.00	
Satd. Flow (perm)				1410	1585			1844		484	1863	
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	0	0	0	24	2	393	0	534	43	488	720	0
RTOR Reduction (vph)	0	0	0	0	354	0	0	2	0	0	0	0
Lane Group Flow (vph)	0	0	0	24	41	0	0	575	0	488	720	0
Turn Type				Perm	NA			NA		pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2			6		
Actuated Green, G (s)				8.9	8.9			45.3		71.1	71.1	
Effective Green, g (s)				8.9	8.9			45.3		71.1	71.1	
Actuated g/C Ratio				0.10	0.10			0.50		0.79	0.79	
Clearance Time (s)				5.0	5.0			5.0		5.0	5.0	
Vehicle Extension (s)				3.0	3.0			3.0		3.0	3.0	
Lane Grp Cap (vph)				139	156			928		679	1471	
v/s Ratio Prot					c0.03			0.31		c0.17	0.39	
v/s Ratio Perm				0.02						c0.40		
v/c Ratio				0.17	0.26			0.62		0.72	0.49	
Uniform Delay, d <sub>1</sub>				37.2	37.5			16.1		8.8	3.2	
Progression Factor				1.00	1.00			1.00		2.82	0.71	
Incremental Delay, d <sub>2</sub>				0.6	0.9			3.1		1.4	0.4	
Delay (s)				37.8	38.4			19.2		26.2	2.7	
Level of Service				D	D			B		C	A	
Approach Delay (s)		0.0			38.4			19.2			12.2	
Approach LOS		A			D			B			B	

**Intersection Summary**

HCM 2000 Control Delay	19.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.69		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	15.0
Intersection Capacity Utilization	96.3%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis  
 19: Roger Hanks Pkwy & US 290



Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Volume (vph)	52	96	1992	85	120	1861
Future Volume (vph)	52	96	1992	85	120	1861
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0		6.0	6.0
Lane Util. Factor	1.00	1.00	0.95		1.00	0.95
Frt	1.00	0.85	0.99		1.00	1.00
Flt Protected	0.95	1.00	1.00		0.95	1.00
Satd. Flow (prot)	1770	1583	3517		1770	3539
Flt Permitted	0.95	1.00	1.00		0.06	1.00
Satd. Flow (perm)	1770	1583	3517		111	3539
Peak-hour factor, PHF	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	67	123	2554	109	154	2386
RTOR Reduction (vph)	0	64	3	0	0	0
Lane Group Flow (vph)	67	59	2660	0	154	2386
Turn Type	Prot	Perm	NA		pm+pt	NA
Protected Phases	4		2		1	6
Permitted Phases		4			6	
Actuated Green, G (s)	26.0	26.0	61.0		72.0	72.0
Effective Green, g (s)	26.0	26.0	61.0		72.0	72.0
Actuated g/C Ratio	0.24	0.24	0.55		0.65	0.65
Clearance Time (s)	6.0	6.0	6.0		6.0	6.0
Vehicle Extension (s)	5.0	5.0	5.0		5.0	5.0
Lane Grp Cap (vph)	418	374	1950		148	2316
v/s Ratio Prot	c0.04		c0.76		0.05	c0.67
v/s Ratio Perm		0.04			0.63	
v/c Ratio	0.16	0.16	1.36		1.04	1.03
Uniform Delay, d1	33.3	33.3	24.5		33.0	19.0
Progression Factor	1.00	1.00	1.00		1.67	1.26
Incremental Delay, d2	0.8	0.9	167.3		51.0	19.1
Delay (s)	34.2	34.2	191.8		106.2	43.1
Level of Service	C	C	F		F	D
Approach Delay (s)	34.2		191.8			46.9
Approach LOS	C		F			D

**Intersection Summary**

HCM 2000 Control Delay	118.0	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	1.04		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	83.6%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

## Appendix D

Roadway Capacity Results – HCS and Synchro Results

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

----- Directional Two-Lane Highway Segment Analysis -----

Analyst RPS Klotz Associates  
 Agency/Co. City of Dripping Springs  
 Date Performed 11/1/2016  
 Analysis Time Period Daily  
 Highway Mt. Gainor Road  
 From/To North of Carter Tract Road  
 Jurisdiction City of Dripping Springs  
 Analysis Year 2021 Build Conditions  
 Description Carter Tract TIA

----- Input Data -----

Highway class	Class 2	Peak hour factor, PHF	0.89	
Shoulder width	2.0 ft	% Trucks and buses	2	%
Lane width	10.0 ft	% Trucks crawling	0.0	%
Segment length	0.7 mi	Truck crawl speed	0.0	mi/hr
Terrain type	Level	% Recreational vehicles	0	%
Grade: Length	- mi	% No-passing zones	80	%
Up/down	- %	Access point density	0	/mi

Analysis direction volume, Vd 234 veh/h  
 Opposing direction volume, Vo 156 veh/h

----- Average Travel Speed -----

Direction	Analysis(d)	Opposing (o)
PCE for trucks, ET	1.4	1.6
PCE for RVs, ER	1.0	1.0
Heavy-vehicle adj. factor, (note-5) fHV	0.992	0.988
Grade adj. factor, (note-1) fg	1.00	1.00
Directional flow rate, (note-2) vi	265 pc/h	177 pc/h

Free-Flow Speed from Field Measurement:

Field measured speed, (note-3) S FM - mi/h  
 Observed total demand, (note-3) V - veh/h

Estimated Free-Flow Speed:

Base free-flow speed, (note-3) BFFS 45.0 mi/h  
 Adj. for lane and shoulder width, (note-3) fLS 5.3\* mi/h  
 Adj. for access point density, (note-3) fA 0.0 mi/h

Free-flow speed, FFSd 39.7 mi/h

Adjustment for no-passing zones, fnp 3.4 mi/h  
 Average travel speed, ATSD 32.8 mi/h  
 Percent Free Flow Speed, PFFS 82.7 %

Percent Time-Spent-Following

Item 9.

Direction	Analysis(d)	Opposing (o)	
PCE for trucks, ET	1.1	1.1	
PCE for RVs, ER	1.0	1.0	
Heavy-vehicle adjustment factor, fHV	0.998	0.998	
Grade adjustment factor,(note-1) fg	1.00	1.00	
Directional flow rate,(note-2) vi	263 pc/h	176 pc/h	
Base percent time-spent-following,(note-4) BPTSFD	27.2	%	
Adjustment for no-passing zones, fnp	54.6		
Percent time-spent-following, PTSFD	59.9	%	

Level of Service and Other Performance Measures

Level of service, LOS	C	
Volume to capacity ratio, v/c	0.15	
Peak 15-min vehicle-miles of travel, VMT15	46	veh-mi
Peak-hour vehicle-miles of travel, VMT60	164	veh-mi
Peak 15-min total travel time, TT15	1.4	veh-h
Capacity from ATS, CdATS	0	veh/h
Capacity from PTSF, CdPTSF	1697	veh/h
Directional Capacity	1697	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	0.7	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSD (from above)	32.8	mi/h
Percent time-spent-following, PTSFD (from above)	59.9	
Level of service, LOSd (from above)	C	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service



Posted speed limit, Sp	40
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	262.9
Effective width of outside lane, We	12.00
Effective speed factor, St	4.17
Bicycle LOS Score, BLOS	4.16
Bicycle LOS	D

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Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific downgrade segments are treated as level terrain.
2. If  $v_i$  ( $v_d$  or  $v_o$ )  $\geq 1,700$  pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for  $v > 200$  veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

\* These items have been entered or edited to override calculated value

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

----- Directional Two-Lane Highway Segment Analysis -----

Analyst RPS Klotz Associates  
 Agency/Co. City of Dripping Springs  
 Date Performed 11/1/2016  
 Analysis Time Period Daily  
 Highway Carter Tract Road  
 From/To North of Carter Tract Road  
 Jurisdiction City of Dripping Springs  
 Analysis Year 2021 Build Conditions  
 Description Carter Tract TIA

----- Input Data -----

Highway class	Class 2	Peak hour factor, PHF	0.89
Shoulder width	2.0 ft	% Trucks and buses	2 %
Lane width	12.0 ft	% Trucks crawling	0.0 %
Segment length	0.5 mi	Truck crawl speed	0.0 mi/hr
Terrain type	Level	% Recreational vehicles	0 %
Grade: Length	- mi	% No-passing zones	80 %
Up/down	- %	Access point density	0 /mi

Analysis direction volume, Vd 105 veh/h  
 Opposing direction volume, Vo 65 veh/h

----- Average Travel Speed -----

Direction	Analysis(d)	Opposing (o)
PCE for trucks, ET	1.8	1.9
PCE for RVs, ER	1.0	1.0
Heavy-vehicle adj. factor, (note-5) fHV	0.984	0.982
Grade adj. factor, (note-1) fg	1.00	1.00
Directional flow rate, (note-2) vi	120 pc/h	74 pc/h

Free-Flow Speed from Field Measurement:

Field measured speed, (note-3) S FM - mi/h  
 Observed total demand, (note-3) V - veh/h

Estimated Free-Flow Speed:

Base free-flow speed, (note-3) BFFS 45.0 mi/h  
 Adj. for lane and shoulder width, (note-3) fLS 4.2\* mi/h  
 Adj. for access point density, (note-3) fA 0.0 mi/h

Free-flow speed, FFSd 40.8 mi/h

Adjustment for no-passing zones, fnp 2.2 mi/h  
 Average travel speed, ATSD 37.1 mi/h  
 Percent Free Flow Speed, PFFS 90.9 %

Percent Time-Spent-Following

Item 9.

Direction	Analysis(d)	Opposing (o)	
PCE for trucks, ET	1.1	1.1	
PCE for RVs, ER	1.0	1.0	
Heavy-vehicle adjustment factor, fHV	0.998	0.998	
Grade adjustment factor,(note-1) fg	1.00	1.00	
Directional flow rate,(note-2) vi	118 pc/h	73 pc/h	
Base percent time-spent-following,(note-4) BPTSFD	13.5	%	
Adjustment for no-passing zones, fnp	51.6		
Percent time-spent-following, PTSFD	45.4	%	

Level of Service and Other Performance Measures

Level of service, LOS	B	
Volume to capacity ratio, v/c	0.07	
Peak 15-min vehicle-miles of travel, VMT15	15	veh-mi
Peak-hour vehicle-miles of travel, VMT60	53	veh-mi
Peak 15-min total travel time, TT15	0.4	veh-h
Capacity from ATS, CdATS	0	veh/h
Capacity from PTSF, CdPTSF	1697	veh/h
Directional Capacity	1697	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	0.5	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSD (from above)	37.1	mi/h
Percent time-spent-following, PTSFD (from above)	45.4	
Level of service, LOSd (from above)	B	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	40
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	118.0
Effective width of outside lane, We	20.65
Effective speed factor, St	4.17
Bicycle LOS Score, BLOS	2.34
Bicycle LOS	B

Item 9.

Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific downgrade segments are treated as level terrain.
2. If  $v_i$  ( $v_d$  or  $v_o$ )  $\geq 1,700$  pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for  $v > 200$  veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

\* These items have been entered or edited to override calculated value

# Appendix E

TxDOT Signal Timing Sheets – US 290 at RM 12

City of Dripping Springs - US 290 @ RM 12 13815

**Configuration Phase Sequence Page 1**

**Phase Ring (MM)1-1-1**

Phase															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	1	1	1	2	2	2	2	1	1	2	2	1	1	2	2

Hardware Alternate Sequence Enable: No

**Phase Ring Sequence**

Sequence	Ring	Phase															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Barrier Mode	B		B		B		B		B							
1	1	1	2	3	4	9	10	13	14	0	0	0	0	0	0	0	0
1	2	5	6	7	8	11	12	15	16	0	0	0	0	0	0	0	0
2	1	2	1	3	4	10	9	13	14	0	0	0	0	0	0	0	0
2	2	5	6	7	8	11	12	15	16	0	0	0	0	0	0	0	0
3	1	1	2	4	3	9	10	14	13	0	0	0	0	0	0	0	0
3	2	5	6	7	8	11	12	15	16	0	0	0	0	0	0	0	0
4	1	2	1	4	3	10	9	14	13	0	0	0	0	0	0	0	0
4	2	5	6	7	8	11	12	15	16	0	0	0	0	0	0	0	0
5	1	1	2	3	4	9	10	13	14	0	0	0	0	0	0	0	0
5	2	6	5	7	8	12	11	15	16	0	0	0	0	0	0	0	0
6	1	2	1	3	4	10	9	13	14	0	0	0	0	0	0	0	0
6	2	6	5	7	8	12	11	15	16	0	0	0	0	0	0	0	0
7	1	1	2	4	3	9	10	14	13	0	0	0	0	0	0	0	0
7	2	6	5	7	8	12	11	15	16	0	0	0	0	0	0	0	0
8	1	2	1	4	3	10	9	14	13	0	0	0	0	0	0	0	0
8	2	6	5	7	8	12	11	15	16	0	0	0	0	0	0	0	0
9	1	1	2	3	4	9	10	13	14	0	0	0	0	0	0	0	0
9	2	5	6	8	7	11	12	16	15	0	0	0	0	0	0	0	0
10	1	2	1	3	4	10	9	13	14	0	0	0	0	0	0	0	0
10	2	5	6	8	7	11	12	16	15	0	0	0	0	0	0	0	0
11	1	1	2	4	3	9	10	14	13	0	0	0	0	0	0	0	0
11	2	5	6	8	7	11	12	16	15	0	0	0	0	0	0	0	0
12	1	2	1	4	3	10	9	14	13	0	0	0	0	0	0	0	0
12	2	5	6	8	7	11	12	16	15	0	0	0	0	0	0	0	0
13	1	1	2	3	4	9	10	13	14	0	0	0	0	0	0	0	0
13	2	6	5	8	7	12	11	16	15	0	0	0	0	0	0	0	0
14	1	2	1	3	4	10	9	13	14	0	0	0	0	0	0	0	0
14	2	6	5	8	7	12	11	16	15	0	0	0	0	0	0	0	0
15	1	1	2	4	3	9	10	14	13	0	0	0	0	0	0	0	0
15	2	6	5	8	7	12	11	16	15	0	0	0	0	0	0	0	0
16	1	2	1	4	3	10	9	14	13	0	0	0	0	0	0	0	0
16	2	6	5	8	7	12	11	16	15	0	0	0	0	0	0	0	0

**Phase Compatibility (MM)1-1-2**

Phase 1	Phase 2
1	5
1	6

2	5
2	6
3	7
3	8
4	7
4	8
9	11
9	12
10	11
10	12
13	15
13	16
14	15
14	16

**Phase Direction Descriptions**

Phase	Description
-------	-------------

**Overlap Direction Descriptions**

Overlap	Description
---------	-------------

**Administration (MM)1-7-1**

Enable CRC Check: No  
 CRC: 0000  
 Request Download Program Data: No  
 Enable Automatic Backup to Datakey: No

City of Dripping Springs - US 290 @ RM 12 13815

**Configuration Phase Sequence Page 2**

In Use(MM)1-2		Exclusive Ped(MM)1-2		Backup Prevent(MM)1-1-3			Simultaneous Gap(MM)1-1-4		Disable(MM)1-1-4	
Phases In Use	Phase	Phase	Phase	Phase	Timing Phase	Backup	Phase	Must Gap with Phase	Phase	Phase
1				1	2	Yes				
2				5	6	Yes				
3										
4										
5										
6										

Load Switch Assignments (MMU Channel) (MM)1-3									
Phase	Overlap	Type	Dim				Auto		Flash Together
			R	Y	G	D	R	Y	
1	1	V				+	Yes		
2	2	V				+	Yes		Yes
3	3	V				+	Yes		
4	4	V				+	Yes		Yes
5	5	V				-	Yes		

6	6	V				-	Yes		Yes
7	7	V				-	Yes		
8	8	V				-	Yes		Yes
9	2	P				+			
10	4	P				+			
11	6	P				-			
12	3	P				-			
13	1	O				+	Yes		
14	2	O				-	Yes		Yes
15	3	O				+	Yes		
16	4	O				-	Yes		Yes

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**Configuration Port 1 (SDLC)**

**SDLC Options (MM)1-4-1**

**Bus Interface Terminal/Facilities**

BIU	Term and Facility Enable	Detector Rack Enable
1	Yes	Yes
2	Yes	No
3	No	No
4	No	No
5	No	No
6	No	No
7	No	No
8	No	No

Enable TS2/MMU Type Cabinet: Yes  
 Enable MMU Extended Status: No  
 Enable SDLC Stop Time: No  
 Enable 3 Critical RFE's Lockup: No  
 MMU To CU SDLC External Start: Enabled  
 Diagnostics (Test Fixture) Enable: No

**Secondary To Secondary Addressing**

ID	Term and Facility Enable	Detector Rack Enable
1	No	No
2	No	No
3	No	No
4	No	No
5	No	No
6	No	No
7	No	No
8	No	No

Secondary To Secondary Addressing MMU: No  
 Secondary To Secondary Addressing Diagnostics: No

**MMU Program (MM)1-4-2**



Channel Can Serve with Channel	
Channel 1	Channel 2
1	5
1	6
1	11
1	14
1	16
2	5
2	6
2	9
2	11
2	14
3	12
4	10
5	9
5	14
5	16
6	9
6	11
6	16
9	11
9	14
10	14
10	16
11	16
12	14
12	16
14	16

**Color Check Enable (MM)1-4-3**  
 Enable Color Check: No

**Color Check Enable**

MMU Channel	Green	Yellow	Red
1	Yes	Yes	Yes
2	Yes	Yes	Yes
3	Yes	Yes	Yes
4	Yes	Yes	Yes
5	Yes	Yes	Yes
6	Yes	Yes	Yes
7	Yes	Yes	Yes
8	Yes	Yes	Yes
9	Yes	Yes	Yes
10	Yes	Yes	Yes
11	Yes	Yes	Yes
12	Yes	Yes	Yes
13	Yes	Yes	Yes
14	Yes	Yes	Yes
15	Yes	Yes	Yes
16	Yes	Yes	Yes

City of Dripping Springs - US 290 @ RM 12 13815

**Configuration Communications**

**Ethernet Port Configuration (MM)1-5-1**

Controller IP: 10.151.117.226  
 Subnet Mask: 255.255.254.0  
 Default Gateway IP: 10.151.116.1  
 Server IP: 10.70.10.1

**NTCIP Parameters (MM)1-5-5**

Backup Time: 0  
 UDP Port: 501  
 Ethernet Priority: 1  
 Port 2 Priority: 4  
 Port 3A Priority: 2  
 Port 3B Priority: 3

Note for 2070: Port 2 is C50S, Port 3A is C21S, and Port 3B is C22S

Port Configuration (MM)1-5-2 to 1-5-4																		
Port	Protocol	Enable	Data Rate	Data Parity Stop	Modem Setup String	User String	Com Port Address	System Detector 9-1	Telemetry Response Delay	Duplex Half/Full	Flow Control	AB34 18 NTCIP Group Address	AB34 18 NTCIP Single Flag Enable	RTS to CTS Delay	RTS Turn Off Delay	Droup out Time	Early RTS	FSK Hardware
2	Terminal	No	9600	8 N 1	None		0	0	0.0	Half	Yes	0	No	0.0	0.0	10	No	Yes
3A	NTCIP	Yes	9600	8 N 1	None		1	0	0.0	Full	No	0	No	0.0	0.0	10	No	Yes
3B	ECPIP	No	1200	8 N 1	None		0	0	0.9	Full	Yes	0	No	14.0	2.0	10	No	Yes

**ECPIP Parameters (MM)1-5-6**

Expanded System Detector Address: 0

Local System Detector	
Local System Detector	Number

City of Dripping Springs - US 290 @ RM 12 13815

**Configuration Logging/Display**

**Enable Event Logs (MM)1-6-1**

Critical RFE's: Yes  
 3 Critical RFE's in 24 Hours: Yes  
 MMU Flash Faults: Yes  
 Local Flash Faults: Yes  
 Non-Critical RFE's (Det/Test): Yes  
 Detector Errors: Yes  
 Coordination Errors: Yes  
 Controller Download: Yes  
 Preempt: Yes  
 TSP: Yes  
 Power On/Off: Yes  
 Low Battery: Yes  
 Access: Yes  
 Data Change: Yes

**Alarm Logs (MM)1-6-1**

Enabled: 12345678910111213141516

**Display Options (MM)1-7-2**

Key Click Enable: No  
 Backlight Enable: Yes

City of Dripping Springs - US 290 @ RM 12 13815

**Logic Processor Page 1**

Statement Control (MM)1-8-1	
LP	Statement Control

City of Dripping Springs - US 290 @ RM 12 13815

**Logic Processor Page 2**

Logic Statements (MM)1-8-2

City of Dripping Springs - US 290 @ RM 12 13815

**Controller Timing Plan (MM)2-1**

Plan 1																
Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Min Green	5	15	5	5	5	15	5	5	5	5	5	5	5	5	5	5
BK Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	7	7	0	7	0	0	0	10	0	10	0	10	0	10
Walk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	13	15	15	0	13	0	0	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max 1	25	45	35	25	35	45	0	0	35	35	35	35	35	35	35	35
Max 2	0	0	0	0	0	0	0	0	40	40	40	40	40	40	40	40
Max 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Stp	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0

ACT B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEC/ACT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPT Duc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

<b>Plan 2</b>																
<b>Phase</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
BK Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max 1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max 2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Stp	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ACT B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEC/ACT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPT Duc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

<b>Plan 3</b>																
<b>Phase</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
BK Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max 1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max 2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Stp	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ACT B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEC/ACT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPT Duc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

<b>Plan 4</b>																
<b>Phase</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
BK Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max 1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max 2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Stp	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
ACT B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEC/ACT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPT Duc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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**Controller Overlaps**  
**Vehicle Overlaps (MM)2-2**

Overlap	Type	Lag Green	Yellow	Red	Advance Green
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**Phases**

Overlap	Phase	Included	Protect	Modifier	Ped Protect	Not Overlap	Lag X Phase	Lag 2 Phase	Flash Green
B	5	Yes	No	No	No	No	No	No	0
D	1	Yes	No	No	No	No	No	No	0

**Guaranteed Minimum Time Data (MM) 2-4**  
**Phase Time Data**

Phase	Min Green	Walk	Ped Clear	Yellow	Red Clear	Overlap Green
A01	5	0	7	3.0	0.0	5
B02	5	0	7	3.0	0.0	5
C03	5	0	7	3.0	0.0	5
D04	5	0	7	3.0	0.0	5
E05	5	0	7	3.0	0.0	5
F06	5	0	7	3.0	0.0	5
G07	5	0	7	3.0	0.0	5
H08	5	0	7	3.0	0.0	5
I09	5	0	7	3.0	0.0	5
J10	5	0	7	3.0	0.0	5
K11	5	0	7	3.0	0.0	5
L12	5	0	7	3.0	0.0	5
M13	5	0	7	3.0	0.0	5
N14	5	0	7	3.0	0.0	5
O15	5	0	7	3.0	0.0	5
P16	5	0	7	3.0	0.0	5

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**Controller Pedestrian Overlaps**

Pedestrian Overlaps (MM) 2-3	
Included Phase	Ped Overlap

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**Controller Start/Fash (MM) 2-5**

**Startup**

Phase	Phase Setting
2	G
6	G

Overlap
A
B
C
D

Flash > Mon: No  
 Flash Time: 0  
 All Red: 6  
 Power Start Sequence: 1

**Automatic Flash**

Entry Phase
4

Exit Phase
2
6

Overlap Exit
A
B
C
D

Flash > Mon: No  
 Exit Flash Interval: W  
 Minimum Auto Flash: 8  
 Minimum Recall: No  
 Cycle Through Phase: No

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**Controller Options**

**Controller Options (MM)2-6-1**

Phase	Flashing Green Phase	Guaranteed Passage	No n Act 1	No n Act 2	Dual Entry	Condition al Service	Condition al Reservice	Ped Reservice	Rest In Walk	Flashing Walk	Ped Clear Yellow	Ped Clear Red	IGR N + Veh Ext
2	No	No	Yes	No	Yes	No	No	No	No	No	No	No	No
4	No	No	No	Yes	No	No	No	No	No	No	No	No	No
6	No	No	Yes	No	Yes	No	No	No	No	No	No	No	No
8	No	No	No	Yes	No	No	No	No	No	No	No	No	No

Ped Clear Protect: Off

Red Revert: 2.0

**Act Pre-Time (MM)2-7**

Pre-Time Mode Enable: No

Free Input Enables Pre-Timed: Yes

**Pre-Timed Phase**

**Phase Recall Options (MM)2-8**

Plan	Phase	Lock Detector	Vehicle Recall	Ped Recall	Max Recall	Soft Recall	No Rest	AI Calc
1	2	No	Yes	No	No	No	No	No
1	6	No	Yes	No	No	No	No	No
1	9	Yes	No	No	No	No	No	No
1	10	Yes	No	No	No	No	No	No
1	11	Yes	No	No	No	No	No	No
1	12	Yes	No	No	No	No	No	No
1	13	Yes	No	No	No	No	No	No
1	14	Yes	No	No	No	No	No	No
1	15	Yes	No	No	No	No	No	No
1	16	Yes	No	No	No	No	No	No
2	1	Yes	No	No	No	No	No	No
2	2	Yes	No	No	No	No	No	No
2	3	Yes	No	No	No	No	No	No
2	4	Yes	No	No	No	No	No	No
2	5	Yes	No	No	No	No	No	No
2	6	Yes	No	No	No	No	No	No
2	7	Yes	No	No	No	No	No	No
2	8	Yes	No	No	No	No	No	No
2	9	Yes	No	No	No	No	No	No
2	10	Yes	No	No	No	No	No	No
2	11	Yes	No	No	No	No	No	No
2	12	Yes	No	No	No	No	No	No
2	13	Yes	No	No	No	No	No	No
2	14	Yes	No	No	No	No	No	No
2	15	Yes	No	No	No	No	No	No
2	16	Yes	No	No	No	No	No	No
3	1	Yes	No	No	No	No	No	No
3	2	Yes	No	No	No	No	No	No



3	3	Yes	No	No	No	No	No	No
3	4	Yes	No	No	No	No	No	No
3	5	Yes	No	No	No	No	No	No
3	6	Yes	No	No	No	No	No	No
3	7	Yes	No	No	No	No	No	No
3	8	Yes	No	No	No	No	No	No
3	9	Yes	No	No	No	No	No	No
3	10	Yes	No	No	No	No	No	No
3	11	Yes	No	No	No	No	No	No
3	12	Yes	No	No	No	No	No	No
3	13	Yes	No	No	No	No	No	No
3	14	Yes	No	No	No	No	No	No
3	15	Yes	No	No	No	No	No	No
3	16	Yes	No	No	No	No	No	No
4	1	Yes	No	No	No	No	No	No
4	2	Yes	No	No	No	No	No	No
4	3	Yes	No	No	No	No	No	No
4	4	Yes	No	No	No	No	No	No
4	5	Yes	No	No	No	No	No	No
4	6	Yes	No	No	No	No	No	No
4	7	Yes	No	No	No	No	No	No
4	8	Yes	No	No	No	No	No	No
4	9	Yes	No	No	No	No	No	No
4	10	Yes	No	No	No	No	No	No
4	11	Yes	No	No	No	No	No	No
4	12	Yes	No	No	No	No	No	No
4	13	Yes	No	No	No	No	No	No
4	14	Yes	No	No	No	No	No	No
4	15	Yes	No	No	No	No	No	No
4	16	Yes	No	No	No	No	No	No

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**Coordination Options**  
**Coordination Options (MM)3-1**

- Manual Pattern: Auto
- ECPI Coord: Yes
- System Source: SYS
- System Format: STD
- Splits In: Seconds
- Offsets In: Seconds
- Transition: Smooth
- Max Select: MAXINH
- Dwell/Add Time: 0
- Dly Coord Wz-Lz: No
- Force Off: Fixed
- Offset Reference: Lead
- Use Ped Time: Yes
- Ped Recall: No

Ped Resv: No  
 Local Zero Ovr: No  
 Fo Add Ini Green: No  
 Re-sync Count: 0  
 Multisync: No

**Split Demand (MM)3-5**

Demand 1	Demand 2
Phase	Phase

Demand	Detector	Call Time	Cycle Count
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**Auto Perm Minimum Green (Seconds) (MM)3-4**

Phase	Min Green
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**Coordination Pattern Data**

Pattern Data (MM)3-2								
Pattern	Split Pattern	TS2	Cycle	Std(COS)	Offset Value	Splits In	Offsets In	Actuated Coord
1	1	0-1	110	111	0	Seconds	Seconds	No
2	2	0-2	110	121	0	Seconds	Seconds	No
3	3	0-3	100	131	0	Seconds	Seconds	No
4	4	1-1	90	141	0	Seconds	Seconds	No
12	12	3-3	110	121	0	Seconds	Seconds	No

Pattern	Timing Plan	Actuated Walk Rest	Sequence	Phase Reservice	Action Plan	XArt Pattern	Vehicle Perm 1	Vehicle Perm 2	Vehicle Perm 3
1	0	No	0	No	0	0	0	0	0
2	0	No	0	No	0	0	0	0	0
3	0	No	0	No	0	0	0	0	0
4	0	No	0	No	0	0	0	0	0
12	0	No	0	No	0	0	0	0	0

Pattern	Ring Split Ext 1	Ring Split Ext 2	Ring Split Ext 3	Ring Split Ext 4	Split Demand Pattern 1	Split Demand Pattern 2	Ring Displ 2	Ring Displ 3	Ring Displ 4
1	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0

**Split Preference Phases**

Pattern	Phase	Preference 1	Preference 2
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Special Functions		
Pattern	Function	Output

**Split Pattern Data (MM)3-3**

Coord Phases		
Split Pattern	Phase	Split
1	1	15
1	2	40
1	3	30
1	4	25
1	5	15
1	6	40
2	1	15
2	2	47
2	3	25
2	4	23
2	5	20
2	6	42
3	1	15
3	2	42
3	3	23
3	4	20
3	5	15
3	6	42
4	1	15
4	2	37
4	3	20
4	4	18
4	5	15
4	6	37
12	1	18
12	2	33
12	3	27
12	4	32
12	5	15
12	6	36

Split/Modes		Phase															
Split Pattern	Mode	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Coord	X					X										
2	Coord	X					X										
3	Coord	X					X										
4	Coord	X					X										
12	Coord	X					X										

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**Preemptor Preempt Plan (MM)4-1**

**Preempt Phases**

Preempt	Phase	Track Clear Veh	Dwell Veh	Dwell Ped	Cycling Veh	Cycling Ped	Exit Phase	Exit Calls	Special Function
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**Preempt Overlaps**

Preempt	Overlap	Track Clear	Enable Trailing	Dwell Overlap	Cycling Overlap
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Preempt	Enable	Preempt Override	Interlock Enable	Detector Lock	Delay	Inhibit	Override Flash	Duration	CLR > GRN
1	No	Yes	No	Yes	0	0	No	0	No
2	No	Yes	No	Yes	0	0	No	0	No
3	No	Yes	No	Yes	0	0	No	0	No
4	No	Yes	No	Yes	0	0	No	0	No
5	No	Yes	No	Yes	0	0	No	0	No
6	No	Yes	No	Yes	0	0	No	0	No
7	No	Yes	No	Yes	0	0	No	0	No
8	No	Yes	No	Yes	0	0	No	0	No
9	No	Yes	No	Yes	0	0	No	0	No
10	No	Yes	No	Yes	0	0	No	0	No

Preempt	Term Overlap Asap	PC Through Yellow	Terminate Phase	Ped Dark	Track Clearance Re-service	Dwell Flash	Linked Pmt	Flash Exit Color	Preempt To Coord
1	No	No	No	No	No	Off	0	Red	No
2	No	No	No	No	No	Off	0	Green	No
3	No	No	No	No	No	Off	0	Green	No
4	No	No	No	No	No	Off	0	Green	No
5	No	No	No	No	No	Off	0	Green	No
6	No	No	No	No	No	Off	0	Green	No
7	No	No	No	No	No	Off	0	Green	No
8	No	No	No	No	No	Off	0	Green	No
9	No	No	No	No	No	Off	0	Green	No
10	No	No	No	No	No	Off	0	Green	No

Preempt	Exit Timing Plan	Reservice	Free During Pmt Ring 1	Free During Pmt Ring 2	Free During Pmt Ring 3	Free During Pmt Ring 4
1	0	0	No	No	No	No
2	0	0	No	No	No	No
3	0	0	No	No	No	No
4	0	0	No	No	No	No
5	0	0	No	No	No	No
6	0	0	No	No	No	No
7	0	0	No	No	No	No
8	0	0	No	No	No	No
9	0	0	No	No	No	No
10	0	0	No	No	No	No

Preempt	Entrance Walk	Entrance Ped Clear	Entrance Min Green	Entrance Yellow	Entrance Red	Track Clear Min Green	Gate Down Ext Green	Gate Down Max Green	Track Clear Yellow	Track Clear Red
1	0	255	5	4.0	1.0	0	0	0	4.0	1.0
2	0	255	5	4.0	1.0	0	0	0	4.0	1.0
3	0	255	5	4.0	1.0	0	0	0	4.0	1.0
4	0	255	5	4.0	1.0	0	0	0	4.0	1.0
5	0	255	5	4.0	1.0	0	0	0	4.0	1.0

6	0	255	5	4.0	1.0	0	0	0	4.0	1.0
7	0	255	5	4.0	1.0	0	0	0	4.0	1.0
8	0	255	5	4.0	1.0	0	0	0	4.0	1.0
9	0	255	5	4.0	1.0	0	0	0	4.0	1.0
10	0	255	5	4.0	1.0	0	0	0	4.0	1.0

Preempt	Min Dwell Time	Extend Preempt Input Time	Max Preempt Call Time	Exit Yellow Time	Exit Red Time	Preempt Active Out	Preempt Active Dwell	Other Priority Preempt	Non-Priority Preempt
1	0	0.0	0	4.0	1.0	On	No	Off	Off
2	0	0.0	0	4.0	1.0	On	No	Off	Off
3	0	0.0	0	4.0	1.0	On	No	Off	Off
4	0	0.0	0	4.0	1.0	On	No	Off	Off
5	0	0.0	0	4.0	1.0	On	No	Off	Off
6	0	0.0	0	4.0	1.0	On	No	Off	Off
7	0	0.0	0	4.0	1.0	On	No	Off	Off
8	0	0.0	0	4.0	1.0	On	No	Off	Off
9	0	0.0	0	4.0	1.0	On	No	Off	Off
10	0	0.0	0	4.0	1.0	On	No	Off	Off

City of Dripping Springs - US 290 @ RM 12 13815

**Preemptor Preempt Filtering**

Enable Preempt Filtering and TSP/SCP (MM)4-2		
Input	Solid	Pulsing
3	Preemption -3	Preemption -7
4	Preemption -4	Preemption -8
5	Preemption -5	Preemption -9
6	Preemption -6	Preemption -10

City of Dripping Springs - US 290 @ RM 12 13815

**Time Base Clock/Calendar  
Clock/Calendar Options (MM)5-1**

Enable Action Plan: 0  
 Sync Reference Time: 12:00 AM  
 Sync Reference: Reference Time  
 Day Light Savings: USDLS  
 Time Reset Input Set Time: 3:30:00  
 Standard Time From GMT: 0

City of Dripping Springs - US 290 @ RM 12 13815

**Time Base Action Plan**

<b>Action Plan (MM)5-2</b>											
Plan	Pattern	Veh Det Plan	Flash	Red Reset	Controller Seq	Timing Plan	System Override	Detector Log	Veh Det Diag Plan	Ped Det Diag Plan	Dimming Enable
1	1	0	No	No	0	0	No	None	0	0	No
2	2	0	No	No	0	0	No	None	0	0	No
3	3	0	No	No	0	0	No	None	0	0	No
4	4	0	No	No	0	0	No	None	0	0	No
12	12	0	No	No	0	0	No	None	0	0	No
100	254 - FREE	0	No	No	0	0	No	None	0	0	No

<b>Action Plan Phases</b>										
Plan	Phase	Red Rcl	Walk 2	Vex 2	Veh Rcl	Max Rcl	Max 2	Max 3	CS Inhibit	Omit

<b>Action Plan Special Functions</b>	
Plan	Function

<b>Action Plan Auxiliary Functions</b>	
Plan	Function

<b>Logic Statement Control</b>		
Plan	LP	Statement Control

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**Time Base Day Plan/Schedule**

**Day Plan (MM)5-3**

Plan	Event	Action Plan	Start Time
1	1	100	12:00 AM
1	2	1	6:00 AM
1	3	3	9:00 AM
1	4	2	2:30 PM
1	5	12	2:45 PM
1	6	2	3:30 PM
1	7	4	7:00 PM
1	8	100	9:00 PM
2	1	100	12:00 AM
2	2	4	7:00 AM
2	3	3	11:00 AM
2	4	4	6:00 PM
2	5	100	9:00 PM

**Schedule (MM)5-4**

Schedule Number	Day Plan Number	Months	Days of Week	Days of Month
1	1	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sept, Oct, Nov, Dec	Mon, Tues, Wed, Thurs, Fri	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31
2	2	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sept, Oct, Nov, Dec	Sun, Sat	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31

City of Dripping Springs - US 290 @ RM 12 13815

Time Base Exceptions

Exception Day Program (MM)5-5					
Day	Fixed/Float	Month	Day of Week/Month	Week of Month/Year	Day Plan
1	FLOAT	0	0	0	0
2	FLOAT	0	0	0	0
3	FLOAT	0	0	0	0
4	FLOAT	0	0	0	0
5	FLOAT	0	0	0	0
6	FLOAT	0	0	0	0
7	FLOAT	0	0	0	0
8	FLOAT	0	0	0	0
9	FLOAT	0	0	0	0
10	FLOAT	0	0	0	0
11	FLOAT	0	0	0	0
12	FLOAT	0	0	0	0
13	FLOAT	0	0	0	0
14	FLOAT	0	0	0	0
15	FLOAT	0	0	0	0
16	FLOAT	0	0	0	0
17	FLOAT	0	0	0	0
18	FLOAT	0	0	0	0
19	FLOAT	0	0	0	0
20	FLOAT	0	0	0	0
21	FLOAT	0	0	0	0
22	FLOAT	0	0	0	0
23	FLOAT	0	0	0	0
24	FLOAT	0	0	0	0
25	FLOAT	0	0	0	0
26	FLOAT	0	0	0	0
27	FLOAT	0	0	0	0
28	FLOAT	0	0	0	0
29	FLOAT	0	0	0	0
30	FLOAT	0	0	0	0

31	FLOAT	0	0	0	0
32	FLOAT	0	0	0	0
33	FLOAT	0	0	0	0
34	FLOAT	0	0	0	0
35	FLOAT	0	0	0	0
36	FLOAT	0	0	0	0

City of Dripping Springs - US 290 @ RM 12 13815

**Detectors**

**Detectors Page 1**

**Vehicle Detectors Setup (MM)6-1**

Vehicle Plan	Detector Number	Called
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**Vehicle Detector Setup (MM)6-2 continued**

Detector Number	ECPI	TS2 Detector	Detector Description
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**Vehicle Detector Setup (MM)6-2 continued**

Detector Number	Vehicle Plan	Assigned Phase	Switch Phase	Extend Time	Delay Time	Queue Limit	Yellow Lock	Added Option	Call Option	Passage Option	Queue Option	NTCIP Occupancy	NTCIP Volume	ECPI
1	1	5	0	0.0	10.0	0	No	No	Yes	Yes	No	No	No	No
1	2	1	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
1	3	1	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
1	4	1	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
2	1	2	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
2	2	2	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
2	3	2	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
2	4	2	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
3	2	3	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
3	3	3	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
3	4	3	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
4	1	4	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
4	2	4	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
4	3	4	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
4	4	4	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
5	1	1	0	0.0	10.0	0	No	No	Yes	Yes	No	No	No	No
5	2	5	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
5	3	5	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
5	4	5	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
6	1	6	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
6	2	6	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
6	3	6	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
6	4	6	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
7	1	3	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
7	2	7	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
7	3	7	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
7	4	7	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
8	2	8	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
8	3	8	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No



8	4	8	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
9	2	9	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
9	3	9	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
9	4	9	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
10	2	10	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
10	3	10	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
10	4	10	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
11	2	11	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
11	3	11	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
11	4	11	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
12	2	12	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
12	3	12	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
12	4	12	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
13	2	13	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
13	3	13	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
13	4	13	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
14	2	14	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
14	3	14	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
14	4	14	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
15	2	15	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
15	3	15	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
15	4	15	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
16	2	16	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
16	3	16	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No
16	4	16	0	0.0	0.0	0	No	No	Yes	Yes	No	No	No	No

**Ped and System Detector Options (MM)6-4**

**Phase Ped Detector**

Local Ped Detector	Number
1	1
2	2
3	8
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16

**Local System Detector**

Local System Detector	Number
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**Detectors**

**Detectors Page 2**

**Log - Speed Detector Setup (MM)6-5**

NTCIP Log Period: 60    ECPI Log Period: TBAP    Length Unit: Inch

Speed Detector	Local Detector	One/Two Detector	Vehicle Length	Trap Length	Enable Log
1	0	1	0	0	No
2	0	1	0	0	No
3	0	1	0	0	No
4	0	1	0	0	No
5	0	1	0	0	No
6	0	1	0	0	No
7	0	1	0	0	No
8	0	1	0	0	No
9	0	1	0	0	No
10	0	1	0	0	No
11	0	1	0	0	No
12	0	1	0	0	No
13	0	1	0	0	No
14	0	1	0	0	No
15	0	1	0	0	No
16	0	1	0	0	No

**Vehicle Detector Diagnostics (MM)6-6**

Plan	Detector	Counts	Act	Pres	Multiplier	Failed Time	Failed Call Delay
1	1	0	0	0	1	255	0
1	2	0	0	0	1	255	0
1	3	0	0	0	1	255	0
1	4	0	0	0	1	255	0
1	5	0	0	0	1	255	0
1	6	0	0	0	1	255	0
1	7	0	0	0	1	255	0
1	8	0	0	0	1	255	0
1	9	0	0	0	1	255	0
1	10	0	0	0	1	255	0
1	11	0	0	0	1	255	0
1	12	0	0	0	1	255	0
1	13	0	0	0	1	255	0
1	14	0	0	0	1	255	0
1	15	0	0	0	1	255	0
1	16	0	0	0	1	255	0
1	17	0	0	0	1	255	0
1	18	0	0	0	1	255	0
1	19	0	0	0	1	255	0
1	20	0	0	0	1	255	0

1	21	0	0	0	1	255	0
1	22	0	0	0	1	255	0
1	23	0	0	0	1	255	0
1	24	0	0	0	1	255	0
1	25	0	0	0	1	255	0
1	26	0	0	0	1	255	0
1	27	0	0	0	1	255	0
1	28	0	0	0	1	255	0
1	29	0	0	0	1	255	0
1	30	0	0	0	1	255	0
1	31	0	0	0	1	255	0
1	32	0	0	0	1	255	0
1	33	0	0	0	1	255	0
1	34	0	0	0	1	255	0
1	35	0	0	0	1	255	0
1	36	0	0	0	1	255	0
1	37	0	0	0	1	255	0
1	38	0	0	0	1	255	0
1	39	0	0	0	1	255	0
1	40	0	0	0	1	255	0
1	41	0	0	0	1	255	0
1	42	0	0	0	1	255	0
1	43	0	0	0	1	255	0
1	44	0	0	0	1	255	0
1	45	0	0	0	1	255	0
1	46	0	0	0	1	255	0
1	47	0	0	0	1	255	0
1	48	0	0	0	1	255	0
1	49	0	0	0	1	255	0
1	50	0	0	0	1	255	0
1	51	0	0	0	1	255	0
1	52	0	0	0	1	255	0
1	53	0	0	0	1	255	0
1	54	0	0	0	1	255	0
1	55	0	0	0	1	255	0
1	56	0	0	0	1	255	0
1	57	0	0	0	1	255	0
1	58	0	0	0	1	255	0
1	59	0	0	0	1	255	0
1	60	0	0	0	1	255	0
1	61	0	0	0	1	255	0
1	62	0	0	0	1	255	0
1	63	0	0	0	1	255	0
1	64	0	0	0	1	255	0
2	1	0	0	0	1	255	0
2	2	0	0	0	1	255	0
2	3	0	0	0	1	255	0
2	4	0	0	0	1	255	0
2	5	0	0	0	1	255	0

2	6	0	0	0	1	255	0
2	7	0	0	0	1	255	0
2	8	0	0	0	1	255	0
2	9	0	0	0	1	255	0
2	10	0	0	0	1	255	0
2	11	0	0	0	1	255	0
2	12	0	0	0	1	255	0
2	13	0	0	0	1	255	0
2	14	0	0	0	1	255	0
2	15	0	0	0	1	255	0
2	16	0	0	0	1	255	0
2	17	0	0	0	1	255	0
2	18	0	0	0	1	255	0
2	19	0	0	0	1	255	0
2	20	0	0	0	1	255	0
2	21	0	0	0	1	255	0
2	22	0	0	0	1	255	0
2	23	0	0	0	1	255	0
2	24	0	0	0	1	255	0
2	25	0	0	0	1	255	0
2	26	0	0	0	1	255	0
2	27	0	0	0	1	255	0
2	28	0	0	0	1	255	0
2	29	0	0	0	1	255	0
2	30	0	0	0	1	255	0
2	31	0	0	0	1	255	0
2	32	0	0	0	1	255	0
2	33	0	0	0	1	255	0
2	34	0	0	0	1	255	0
2	35	0	0	0	1	255	0
2	36	0	0	0	1	255	0
2	37	0	0	0	1	255	0
2	38	0	0	0	1	255	0
2	39	0	0	0	1	255	0
2	40	0	0	0	1	255	0
2	41	0	0	0	1	255	0
2	42	0	0	0	1	255	0
2	43	0	0	0	1	255	0
2	44	0	0	0	1	255	0
2	45	0	0	0	1	255	0
2	46	0	0	0	1	255	0
2	47	0	0	0	1	255	0
2	48	0	0	0	1	255	0
2	49	0	0	0	1	255	0
2	50	0	0	0	1	255	0
2	51	0	0	0	1	255	0
2	52	0	0	0	1	255	0
2	53	0	0	0	1	255	0
2	54	0	0	0	1	255	0

2	55	0	0	0	1	255	0
2	56	0	0	0	1	255	0
2	57	0	0	0	1	255	0
2	58	0	0	0	1	255	0
2	59	0	0	0	1	255	0
2	60	0	0	0	1	255	0
2	61	0	0	0	1	255	0
2	62	0	0	0	1	255	0
2	63	0	0	0	1	255	0
2	64	0	0	0	1	255	0
3	1	0	0	0	1	255	0
3	2	0	0	0	1	255	0
3	3	0	0	0	1	255	0
3	4	0	0	0	1	255	0
3	5	0	0	0	1	255	0
3	6	0	0	0	1	255	0
3	7	0	0	0	1	255	0
3	8	0	0	0	1	255	0
3	9	0	0	0	1	255	0
3	10	0	0	0	1	255	0
3	11	0	0	0	1	255	0
3	12	0	0	0	1	255	0
3	13	0	0	0	1	255	0
3	14	0	0	0	1	255	0
3	15	0	0	0	1	255	0
3	16	0	0	0	1	255	0
3	17	0	0	0	1	255	0
3	18	0	0	0	1	255	0
3	19	0	0	0	1	255	0
3	20	0	0	0	1	255	0
3	21	0	0	0	1	255	0
3	22	0	0	0	1	255	0
3	23	0	0	0	1	255	0
3	24	0	0	0	1	255	0
3	25	0	0	0	1	255	0
3	26	0	0	0	1	255	0
3	27	0	0	0	1	255	0
3	28	0	0	0	1	255	0
3	29	0	0	0	1	255	0
3	30	0	0	0	1	255	0
3	31	0	0	0	1	255	0
3	32	0	0	0	1	255	0
3	33	0	0	0	1	255	0
3	34	0	0	0	1	255	0
3	35	0	0	0	1	255	0
3	36	0	0	0	1	255	0
3	37	0	0	0	1	255	0
3	38	0	0	0	1	255	0
3	39	0	0	0	1	255	0

3	40	0	0	0	1	255	0
3	41	0	0	0	1	255	0
3	42	0	0	0	1	255	0
3	43	0	0	0	1	255	0
3	44	0	0	0	1	255	0
3	45	0	0	0	1	255	0
3	46	0	0	0	1	255	0
3	47	0	0	0	1	255	0
3	48	0	0	0	1	255	0
3	49	0	0	0	1	255	0
3	50	0	0	0	1	255	0
3	51	0	0	0	1	255	0
3	52	0	0	0	1	255	0
3	53	0	0	0	1	255	0
3	54	0	0	0	1	255	0
3	55	0	0	0	1	255	0
3	56	0	0	0	1	255	0
3	57	0	0	0	1	255	0
3	58	0	0	0	1	255	0
3	59	0	0	0	1	255	0
3	60	0	0	0	1	255	0
3	61	0	0	0	1	255	0
3	62	0	0	0	1	255	0
3	63	0	0	0	1	255	0
3	64	0	0	0	1	255	0
4	1	0	0	0	1	255	0
4	2	0	0	0	1	255	0
4	3	0	0	0	1	255	0
4	4	0	0	0	1	255	0
4	5	0	0	0	1	255	0
4	6	0	0	0	1	255	0
4	7	0	0	0	1	255	0
4	8	0	0	0	1	255	0
4	9	0	0	0	1	255	0
4	10	0	0	0	1	255	0
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4	64	0	0	0	1	255	0

Pedestrian Detector Diagnostics (MM)6-7					
Plan	Detector	Counts	Act	Pres	Multiplier



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

**Submitted By:** Johnna Krantz, Community Events Coordinator

**Council Meeting Date:** February 21, 2023

**Agenda Item Wording:** **Approval of a Founders Day Participation Agreements with the Lions Club regarding Carnival and Food.** *Sponsor: Council Member Parks*

**Agenda Item Requestor:** Johnna Krantz, Community Events Coordinator

**Summary/Background:** The Dripping Springs Lions Club would provide entertainment by The Mighty Thomas Carnival, as well as food vendor booths during the 2023 Founders Day Festival. The Carnival would be located at the City Hall Property, Mercer St., and DSISD Administration Property. Food vendor booths would be located in the Right-of-Way inside the Designated Founders Day Area.

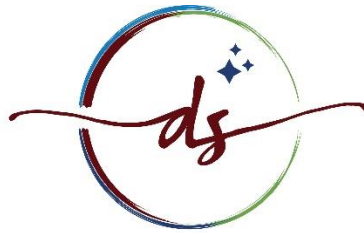
The DS Lions Club would pay the City 25% of the profits from the carnival and 25% of booth rental fees with an electrical reimbursement fee of \$20.00 per food vendor, no later than May 12<sup>th</sup>, 2023.

**Commission Recommendations:** Founders Day Commissioners recommend the approval of the Founders Day 2023 Participation Agreement with the Lions Club.

**Attachments:** Lions Club Founders Day 2023 Participation Agreement

**Next Steps/Schedule:** Execute the Lions Club Founders Day 2023 Participation Agreement





**DRIPPING SPRINGS**  
Texas

**FOUNDERS DAY FESTIVAL 2023**

**Participation Agreement**

This *Founders Day 2023 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

**1. PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Dripping Springs Lions Club (“Contractor”).

**2. DEFINITIONS:**

(a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.

(b) **City Council:** The governing body of the City of Dripping Springs.

(c) **Event:** The Founders Day Festival, a civic celebration

(d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.

**3. DESCRIPTION:** Contractor is hereby engaged to provide The Mighty Thomas Carnival.

**1. SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”. This Agreement is performable at the 2023 Founders Day Festival at April 28-30, 2023.

**2. LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Lions Club will contract with the Mighty Thomas Carnival (MTC)- MTC will set up at the City Hall Property, Mercer Street Right of Way and DSISD Administration Property (more fully described in the Use Agreement between the City of Dripping Springs, the Dripping Springs Lions Club and the Dripping Springs Independent School District).

**3. CONSIDERATION:**

**3.1** In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% of the profits.

**3.2** Such fee shall be due and payable by check payable at the party’s principal place of business no later than 5:00 p.m., May 12<sup>th</sup>, 2023.

**4. SUPPLIES:**

**4.1** Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

**5. DURATION:** This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**6. TERMINATION:**

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

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

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

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

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

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

**7. SITE MAINTENANCE:**

**7.1** Contractor shall not perform waste or damage the site.

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

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

**7.4** Contractor shall provide trash cans and remove all trash it generates from the Event.

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

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

**10. INSURANCE:**

**10.1 City Insurance:** As the Event’s primary sponsor and lead organizer, the City confirms that is has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

**10.2 Contractor’s Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor’s general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

**11. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR’S AGENT’S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY’S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR’S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

**12. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

**13. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

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

**To the City:**  
City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**To the Contractor:**  
DS Lions Club  
Attn: \_\_\_\_\_  
\_\_\_\_\_

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

- 16. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 17. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 18. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 19. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 20. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

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

**CITY OF DRIPPING SPRINGS**

**DS Lions Club**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

Attachment A







**DRIPPING SPRINGS**  
Texas

**FOUNDERS DAY FESTIVAL 2023**

**Participation Agreement**

This *Founders Day 2023 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Dripping Springs Lions Club (“Contractor”).
2. **DEFINITIONS:**
  - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
  - (b) **City Council:** The governing body of the City of Dripping Springs.
  - (c) **Event:** The Founders Day Festival, a civic celebration
  - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide Food Vendor Booths.
4. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”. This Agreement is performable at the 2023 Founders Day Festival from April 28-30, 2023.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. All Food Vendor Booths located within the Rights-of-Way in the Designated Founders Day Area (map attached).
6. **CONSIDERATION:**
  - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% of the profits and \$20.00 per food vendor for electricity reimbursement.
  - 6.2 Such fee shall be due and payable by check payable at the party’s principal place of business no later than 5:00 p.m May 13<sup>th</sup>, 2023.
7. **SUPPLIES:**



**7.1** Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

**8. DURATION:** This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**9. TERMINATION:**

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

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

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

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

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

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

**10. SITE MAINTENANCE:**

**10.1** Contractor shall not perform waste or damage the site.

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

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

**10.4** Contractor shall provide trash can and remove all trash it generates from the Event.

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

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

**13. INSURANCE:**

**13.1 City Insurance:** As the Event’s primary sponsor and lead organizer, the City confirms that is has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

**13.2 Contractor’s Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor’s general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

**14. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR’S AGENT’S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY’S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR’S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

**15. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

**16. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

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

**To the City:**  
City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**To the Contractor:**  
DS Lions Club  
Attn: \_\_\_\_\_  
\_\_\_\_\_

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

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

- 20. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 21. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 22. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 23. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

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

**CITY OF DRIPPING SPRINGS**

**DS Lions Club**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_

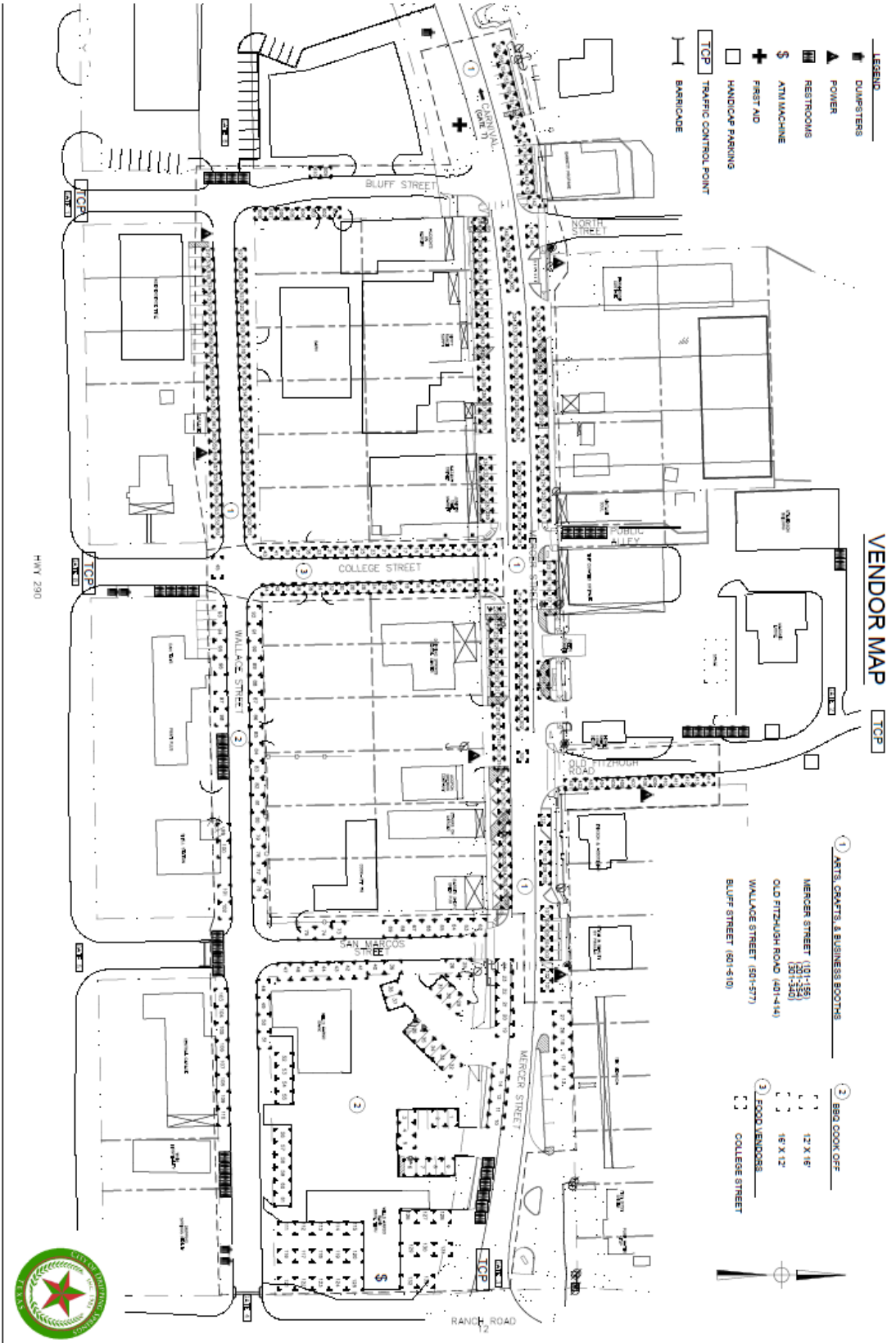
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

Attachment A





## FOUNDERS DAY FESTIVAL 2023

### Participation Agreement

This *Founders Day 2022 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and St. Martin de Porres Catholic Church (“Contractor”).
2. **DEFINITIONS:**
  - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
  - (b) **City Council:** The governing body of the City of Dripping Springs.
  - (c) **Event:** The Founders Day Festival, a civic celebration
  - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide Arts & Crafts & Business Booths.
4. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. All Arts, Crafts, and Business Booths are located within the Rights of Way designated Founders Day area (map attached as Attachment “A”).
6. **CONSIDERATION:**
  - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% of the profits and \$20 per vendor who uses electricity.
  - 6.2 The City will take online payments on its platform. It will provide 75% of the fee to the Contractor and the City will retain 25% of the fee.
  - 6.3 Such fee shall be due and payable by check or wire payable at each party’s principal place of business no later than 5:00 p.m., May 12<sup>th</sup>, 2023.

**7. SUPPLIES:**

**7.1** Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

**8. UTILITIES:** City agrees to provide Contractor with access to Electricity for use by vendors.

**9. DURATION:** This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**10. TERMINATION:**

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

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

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

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

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

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

**11. SITE MAINTENANCE:**

**11.1** Contractor shall not perform waste or damage the site.

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

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

**11.4** Contractor shall provide trash can and remove all trash it generates from the Event.

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

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

**14. INSURANCE:**

**14.1 City Insurance:** As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

**14.2 Contractor's Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance. The General Liability Insurance is attached as Attachment "B".

**15. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

**16. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

**17. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

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

**To the City:**

City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**To the Contractor:**

St. Martin de Porres Catholic Church  
Attn: Pastor Nguyen  
P.O. Box 1062  
Dripping Springs, TX 78620  
(512) 858-5667 x 202

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



- 20. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 21. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 22. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 23. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 24. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.
- BE IT HEREBY AGREED & APPROVED,** for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

**CITY OF DRIPPING SPRINGS**

**St. Martin de Porres**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Rev. Justin Nguyen

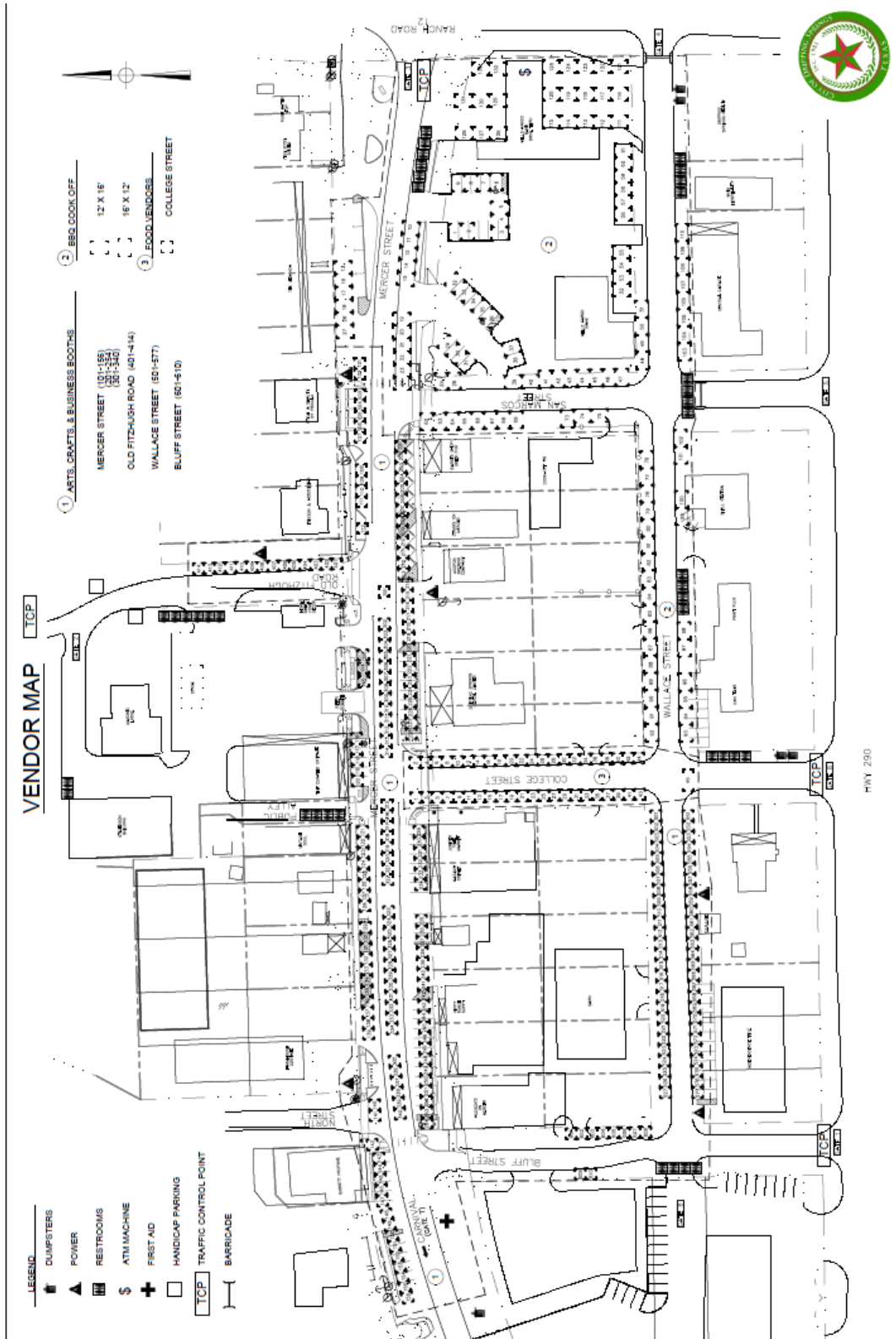
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

Attachment A



Attachment “B”



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

**Submitted By:** Johnna Krantz, Community Events Coordinator

**Council Meeting Date:** February 21, 2023

**Agenda Item Wording:** **Approval of a Founders Day Participation Agreement with St. Martin de Porres Catholic Church regarding Arts & Crafts Booths.**  
*Sponsor: Council Member Parks*

**Agenda Item Requestor:** Johnna Krantz, Community Events Coordinator

**Summary/Background:** St. Martin de Porres Catholic Church would provide arts & crafts business booths during the 2023 Founders Day Festival, located in the Rights-of-Way inside the Designated Founders Day Area.

The City would collect payments on its platform, retaining 25% of booth rental fees and paying St. Martin de Porres 75%. In addition, the City will be paid \$20.00 per booth from vendors using electricity. Payments will be made to each entity no later than May 12<sup>th</sup>, 2023.

**Commission Recommendations:** Founders Day Commissioners recommend the approval of the Founders Day 2023 Participation Agreement with the St. Martin, de Porres Catholic Church.

**Attachments:** St. Martin, de Porres Catholic Church Founders Day 2023 Participation Agreement.

**Next Steps/Schedule:** Execute the St. Martin, de Porres Catholic Church Founders Day 2023 Participation Agreement.



**DRIPPING SPRINGS**  
Texas

**FOUNDERS DAY FESTIVAL 2023**

**Participation Agreement**

This *Founders Day 2023 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Dripping Springs Cookoff Club (“Contractor”).
2. **DEFINITIONS:**
  - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
  - (b) **City Council:** The governing body of the City of Dripping Springs.
  - (c) **Event:** The Founders Day Festival, a civic celebration
  - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide to sponsor cook-off events, more particularly described in Attachment “A” which is incorporated herein for all intents and purposes.
4. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas: San Marcos St., Mercer St., Wallace St., and area around Wallace Street.
6. **CONSIDERATION:**
  - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% from booth rentals and an electrical reimbursement fee of \$10.00 per booth space.
  - 6.2 Such fee shall be due and payable by check payable at the party’s principal place of business no later than 5:00 p.m, May 12<sup>th</sup>, 2023.

**7. SUPPLIES:**

**7.1** Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

**8. UTILITIES:** City agrees to provide Contractor with access to Electricity for use by booth users.

**9. DURATION:** This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**10. TERMINATION:**

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

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

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

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

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

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

**11. SITE MAINTENANCE:**

**11.1** Contractor shall not perform waste or damage the site.

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

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

**11.4** Contractor shall provide trash can and remove all trash it generates from the Event.

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

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

**14. INSURANCE:**

**14.1 City Insurance:** As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

**14.2 Contractor's Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance. The General Liability Insurance is attached as Attachment "B"

**15. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

**16. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

**17. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

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

**To the City:**

City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**To the Contractor:**

Dripping Springs Cook-Off Club  
Attn: President  
P.O. Box 297  
Dripping Springs, TX 78620  
(512) 771-3730



- 19. ASSIGNMENT:** Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.
- 20. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 21. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 22. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 23. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 24. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

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

**CITY OF DRIPPING SPRINGS**

**Cook-Off Club**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Chris Bailey, President

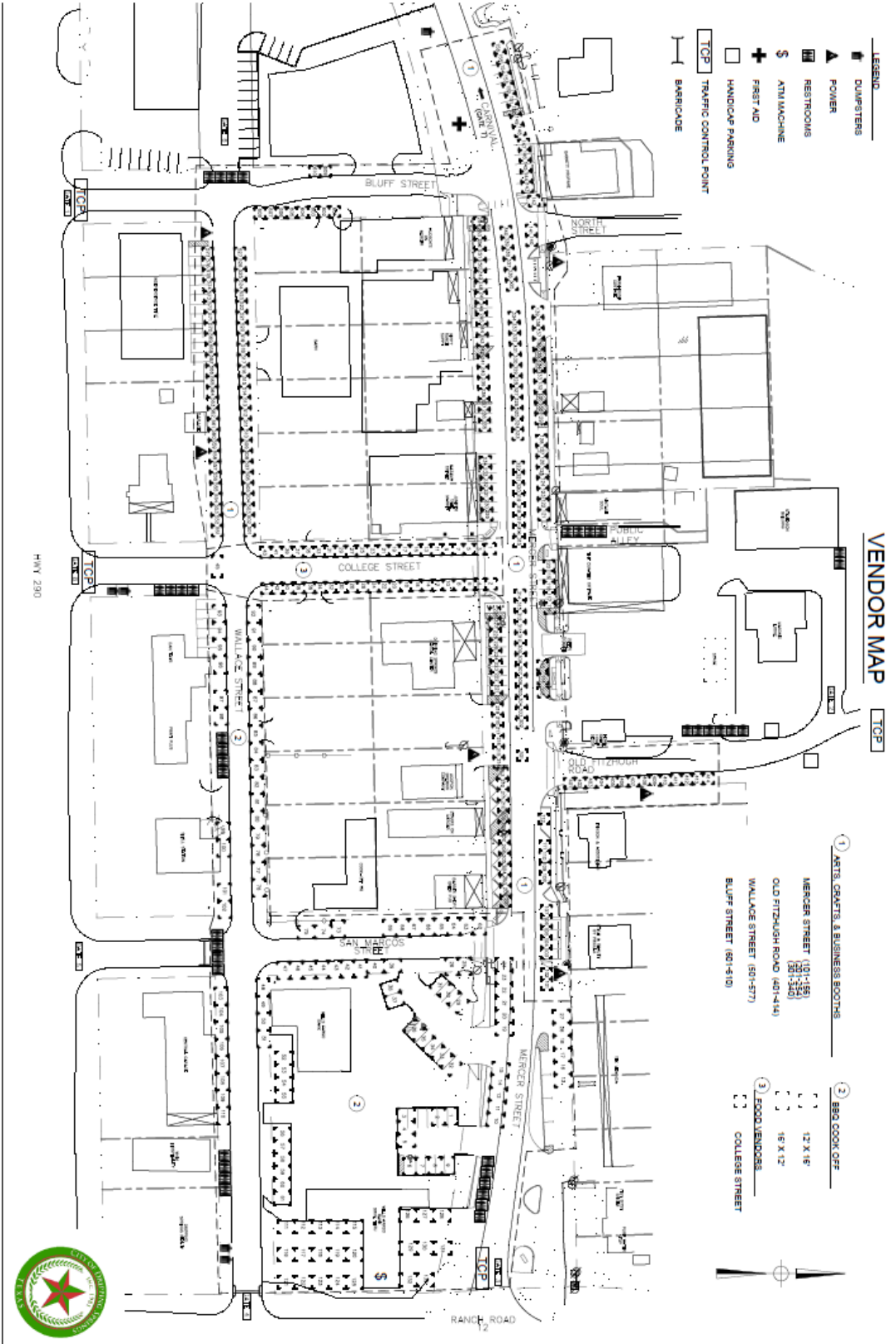
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Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

Attachment A





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

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**Submitted By:** Johnna Krantz, Community Events Coordinator

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**Council Meeting Date:** February 21, 2023

**Agenda Item Wording:** **Approval of a Founders Day Participation Agreement with the Dripping Springs Cook-Off Club regarding Cooker's Booths.**  
*Sponsor: Council Member Parks*

**Agenda Item Requestor:** Johnna Krantz, Community Events Coordinator

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**Summary/Background:** The Dripping Springs Cook-Off Club would provide cook-off event booths during the 2023 Founders Day Festival, located at San Marcos St., Mercer St., Wallace St., and the area around Wallace St.

The DS Cook-Off Club would pay the City 25% of the booth rentals and an electrical reimbursement fee of \$10.00 per booth space, no later than May 12<sup>th</sup>, 2023.

**Commission Recommendations:** Founders Day Commissioners recommend the approval of the Founders Day 2023 Participation Agreement with the DS Cook-Off Club.

**Attachments:** DS Cook-Off Club Founders Day 2023 Participation Agreement

**Next Steps/Schedule:** Execute the DS Cook-Off Club Founders Day 2023 Participation Agreement



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

**From:** Shawn Cox, Finance Director/City Treasurer 

**Date:** February 21, 2022

**RE:** January 2023 City Treasurer's Report

### General Fund:

The General Fund received **\$2,353,434.68** in revenues for January. Year to date, 47.56% of FY 2023 revenues have been collected.

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

- 100-000-40000: Ad Valorem Tax – In January, the City received \$1,353,838.17 in property taxes. This brings the total collected for the year to \$1,489,308.00 (58.19%).
- 100-000-40001: Sales Tax – \$371,265.22 was received in Sales Tax, of which \$280,121.49 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents an increase of 8.26% over January 2022 collections. Through January, the City has collected 38.44% of the \$3,800,000.00 budgeted for FY 2023.
- 100-200-43000: Site Development Fees – A total of \$51,137.71 was collected in Site Development Fees in January. For FY 2023, the City budgeted to collect \$400,000.00. Through January, \$378,692.15 (94.67%) has been collected.

General Fund expenditures are in line with the adopted budget.

- Through January, there has been \$2,797,106.03 (21.69%) in General Fund Expenditures.

### Utility Fund:

For January, **\$186,895.58** was collected in revenues from the Wastewater, Water & Operations divisions.

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

- 400-300-43018: Wastewater Service Fees – For January, \$131,340.34 was collected.
- 400-300-46001: Other Revenues – \$187,549.21 from the Heritage MUD bond proceeds was transferred back to the developer in accordance with the Development Agreement.
- 400-300-47009: Sales Tax – \$74,253.04 will be transferred from the General Fund for Sales Tax Allocations. The transfer was not made in January but will be reflected in the February Treasurer's Report.

Utility Fund expenditures are in line with the adopted budget.

### Dripping Springs Ranch Park (DSRP):

DSRP received **\$56,267.93** in revenues for January.

DSRP revenues are in line with the adopted budget. Some line items of note include:



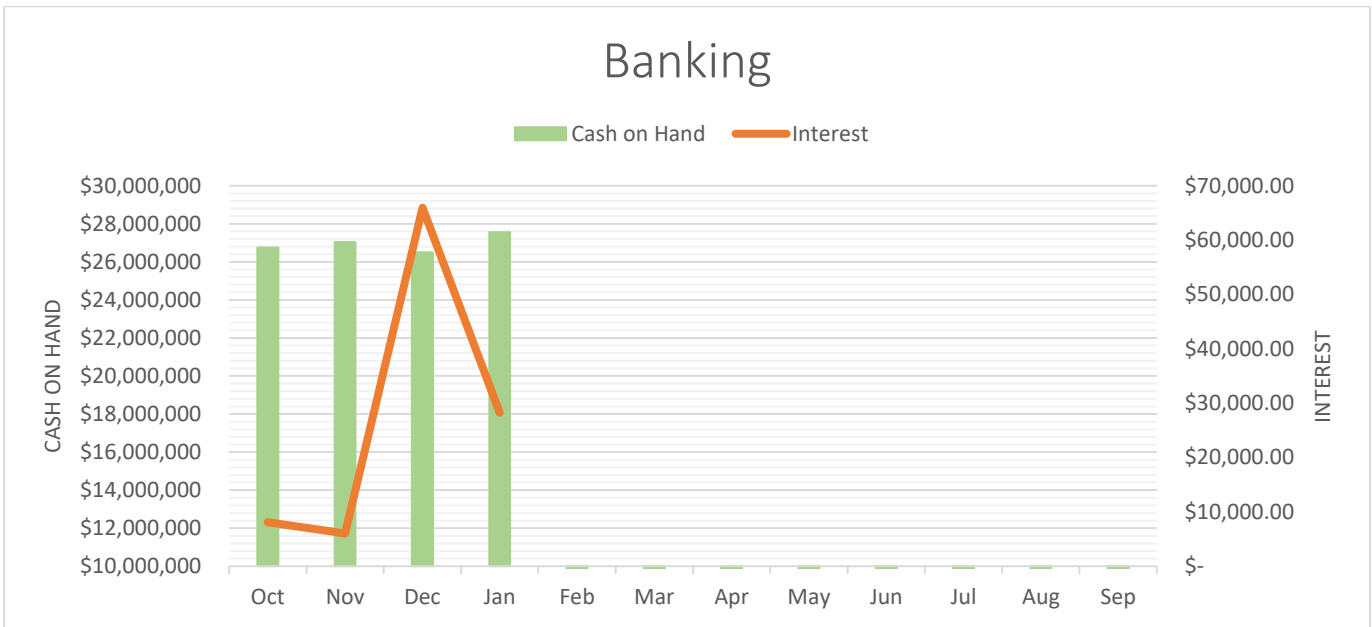
# DRIPPING SPRINGS Texas

- 200-401-43010: Stall Rental Fees – DSRP collected \$6,497.50 in stall fees for January, bringing total collections to \$17,172.00 (46.16%) through January.
- 200-401-43012: Facility Rental Fees - \$28,025.00 was collected in rental fees for January.
- 200-401-46006: Merchandise Sales – In January, the DSRP sold \$5,292.00 worth of merchandise (primarily stall shavings). Through January, \$12,159.00 (57.72%) has been collected in sales.

DSRP expenditures are in line with the adopted budget.

### Banking:

On January 31<sup>st</sup>, the City’s cash balance was **\$27.55 Million**. This is a 4.0% increase from the previous month’s cash balances. Improving the cash on hand total was the collection of \$168,516.59 in HOT revenues. A total of **\$28,255.32** was collected in interest revenues for the month of January.





**DRIPPING SPRINGS**  
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
<b>Revenue</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-40000</a>	Ad Valorem Tax	2,559,204.88	2,559,204.88	1,353,838.17	1,489,308.00	-1,069,896.88	41.81 %
<a href="#">100-000-40001</a>	Sales Tax Revenue	3,800,000.00	3,800,000.00	371,265.22	1,460,680.41	-2,339,319.59	61.56 %
<a href="#">100-000-40002</a>	Mixed Beverage	75,000.00	75,000.00	6,387.41	28,832.37	-46,167.63	61.56 %
<a href="#">100-000-40006</a>	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	147.39	601.93	-3,398.07	84.95 %
<a href="#">100-000-41000</a>	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	14,005.32	-30,994.68	68.88 %
<a href="#">100-000-42000</a>	Alcohol Permit Fees	6,852.50	6,852.50	3,832.50	4,245.00	-2,607.50	38.05 %
<a href="#">100-000-46001</a>	Other Revenues	40,000.00	40,000.00	305,381.00	533,466.39	493,466.39	1,333.67 %
<a href="#">100-000-46002</a>	Interest	50,000.00	50,000.00	10,441.17	27,574.03	-22,425.97	44.85 %
<a href="#">100-000-46010</a>	CARES Act	0.00	0.00	0.00	-119.17	-119.17	0.00 %
<a href="#">100-000-47001</a>	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
<a href="#">100-000-47005</a>	Transfer from HOT Fund	2,404.33	2,404.33	0.00	0.00	-2,404.33	100.00 %
<a href="#">100-000-47010</a>	Transfer from Wastewater Fund	4,066.66	4,066.66	0.00	0.00	-4,066.66	100.00 %
<a href="#">100-000-47013</a>	Transfer From TIRZ	0.00	0.00	0.00	194,000.00	194,000.00	0.00 %
	<b>Department: 000 - Undesignated Total:</b>	<b>6,596,928.37</b>	<b>6,596,928.37</b>	<b>2,051,292.86</b>	<b>3,752,594.28</b>	<b>-2,844,334.09</b>	<b>43.12 %</b>
<b>Department: 103 - Courts</b>							
<a href="#">100-103-43028</a>	Muni Court Fines/Special Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
	<b>Department: 103 - Courts Total:</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,000.00</b>	<b>100.00 %</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-42001</a>	Health Permits/Inspections	75,000.00	75,000.00	13,215.00	39,235.00	-35,765.00	47.69 %
<a href="#">100-200-43000</a>	Site Development Fees	400,000.00	400,000.00	51,137.71	378,692.15	-21,307.85	5.33 %
<a href="#">100-200-43002</a>	Zoning Fees	65,000.00	65,000.00	2,405.00	9,435.00	-55,565.00	85.48 %
<a href="#">100-200-43030</a>	Subdivision Fees	890,750.00	890,750.00	1,500.00	96,852.45	-793,897.55	89.13 %
	<b>Department: 200 - Planning &amp; Development Total:</b>	<b>1,430,750.00</b>	<b>1,430,750.00</b>	<b>68,257.71</b>	<b>524,214.60</b>	<b>-906,535.40</b>	<b>63.36 %</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-42007</a>	Sign Permits	0.00	0.00	2,175.00	7,655.00	7,655.00	0.00 %
<a href="#">100-201-43029</a>	Fire Inspections	50,000.00	50,000.00	14,492.16	38,979.12	-11,020.88	22.04 %
<a href="#">100-201-43031</a>	Building Code Fees	1,500,000.00	1,500,000.00	196,661.95	498,080.34	-1,001,919.66	66.79 %
	<b>Department: 201 - Building Total:</b>	<b>1,550,000.00</b>	<b>1,550,000.00</b>	<b>213,329.11</b>	<b>544,714.46</b>	<b>-1,005,285.54</b>	<b>64.86 %</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-44000</a>	Sponsorships & Donations	5,000.00	5,000.00	0.00	4,840.00	-160.00	3.20 %
<a href="#">100-400-44001</a>	Community Service Fees	1,800.00	1,800.00	0.00	400.00	-1,400.00	77.78 %
<a href="#">100-400-44002</a>	Program & Event Fees	8,000.00	8,000.00	-335.00	123.25	-7,876.75	98.46 %
<a href="#">100-400-44004</a>	Park Rental Income	5,950.00	5,950.00	445.00	295.00	-5,655.00	95.04 %
<a href="#">100-400-47002</a>	Transfer from Parkland Dedication	107,000.00	107,000.00	0.00	0.00	-107,000.00	100.00 %
<a href="#">100-400-47003</a>	Transfer from Landscaping Fund	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<a href="#">100-400-47005</a>	Transfer from HOT Fund	167,000.00	167,000.00	0.00	0.00	-167,000.00	100.00 %
<a href="#">100-400-47007</a>	Transfer from General Fund	160,570.49	160,570.49	0.00	0.00	-160,570.49	100.00 %
	<b>Department: 400 - Parks &amp; Recreation Total:</b>	<b>456,320.49</b>	<b>456,320.49</b>	<b>110.00</b>	<b>5,658.25</b>	<b>-450,662.24</b>	<b>98.76 %</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-44003</a>	Aquatic Fees	29,400.00	29,400.00	0.00	1,250.00	-28,150.00	95.75 %
<a href="#">100-402-44004</a>	Park Rental Income	16,950.00	16,950.00	0.00	0.00	-16,950.00	100.00 %
	<b>Department: 402 - Aquatics Total:</b>	<b>46,350.00</b>	<b>46,350.00</b>	<b>0.00</b>	<b>1,250.00</b>	<b>-45,100.00</b>	<b>97.30 %</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-45000</a>	FD Craft/Business Booths	6,250.00	6,250.00	14,445.00	14,445.00	8,195.00	231.12 %
<a href="#">100-404-45001</a>	FD Food Booths	1,100.00	1,100.00	0.00	0.00	-1,100.00	100.00 %
<a href="#">100-404-45002</a>	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
<a href="#">100-404-45003</a>	FD Carnival	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-404-45004</a>	FD Parade Registration Fees	3,750.00	3,750.00	0.00	0.00	-3,750.00	100.00 %
<a href="#">100-404-45005</a>	FD Sponsorships	82,500.00	82,500.00	6,000.00	6,000.00	-76,500.00	92.73 %
<a href="#">100-404-45006</a>	FD Parking Fees	1,700.00	1,700.00	0.00	0.00	-1,700.00	100.00 %
<a href="#">100-404-45007</a>	FD Electric Fees	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
<b>Department: 404 - Founders Day Total:</b>		<b>112,900.00</b>	<b>112,900.00</b>	<b>20,445.00</b>	<b>20,445.00</b>	<b>-92,455.00</b>	<b>81.89%</b>
<b>Revenue Total:</b>		<b>10,194,248.86</b>	<b>10,194,248.86</b>	<b>2,353,434.68</b>	<b>4,848,876.59</b>	<b>-5,345,372.27</b>	<b>52.44%</b>
<b>Expense</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-60000</a>	Salaries	2,624,223.34	2,624,223.34	0.00	0.00	2,624,223.34	100.00 %
<a href="#">100-000-61000</a>	Health Insurance	278,376.89	278,376.89	67,522.72	127,098.40	151,278.49	54.34 %
<a href="#">100-000-61005</a>	Federal Withholding	209,825.09	209,825.09	0.00	0.00	209,825.09	100.00 %
<a href="#">100-000-61006</a>	TMRS	156,944.31	156,944.31	0.00	0.00	156,944.31	100.00 %
<a href="#">100-000-62009</a>	Human Resources Consultant	15,000.00	15,000.00	0.00	4,906.25	10,093.75	67.29 %
<a href="#">100-000-63004</a>	Dues, Fees & Subscriptions	41,337.95	41,337.95	-6,806.55	1,731.45	39,606.50	95.81 %
<a href="#">100-000-63005</a>	Training/Continuing Education	92,892.04	92,892.04	5,611.03	23,887.04	69,005.00	74.29 %
<a href="#">100-000-64000</a>	Office Supplies	30,000.00	30,000.00	1,840.80	11,770.73	18,229.27	60.76 %
<a href="#">100-000-64004</a>	Office Furniture and Equipment	6,000.00	6,000.00	26.80	26.80	5,973.20	99.55 %
<a href="#">100-000-66002</a>	Postage & Shipping	3,200.00	3,200.00	333.50	983.97	2,216.03	69.25 %
<a href="#">100-000-68004</a>	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
<a href="#">100-000-69002</a>	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-000-70001</a>	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-000-70002</a>	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">100-000-70003</a>	Other Expenses	10,000.00	10,000.00	156.21	1,895.57	8,104.43	81.04 %
<a href="#">100-000-90000</a>	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
<a href="#">100-000-90002</a>	Transfer to TIRZ	355,961.65	355,961.65	0.00	0.00	355,961.65	100.00 %
<a href="#">100-000-90005</a>	Transfer to DSRP	275,884.04	275,884.04	0.00	0.00	275,884.04	100.00 %
<a href="#">100-000-90011</a>	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<a href="#">100-000-90013</a>	Transfer to Vehicle Replacement Fu	70,326.00	70,326.00	0.00	0.00	70,326.00	100.00 %
<a href="#">100-000-90015</a>	Transfer to Farmers Marke	15,249.56	15,249.56	0.00	0.00	15,249.56	100.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>5,045,620.87</b>	<b>5,045,620.87</b>	<b>68,684.51</b>	<b>172,300.21</b>	<b>4,873,320.66</b>	<b>96.59%</b>
<b>Department: 100 - City Council/Boards &amp; Commissions</b>							
<a href="#">100-100-64003</a>	Uniforms	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">100-100-69000</a>	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">100-100-69008</a>	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<b>Department: 100 - City Council/Boards &amp; Commissions Total:</b>		<b>18,500.00</b>	<b>18,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,500.00</b>	<b>100.00%</b>
<b>Department: 101 - City Administrators Office</b>							
<a href="#">100-101-60000</a>	Regular Employees	0.00	0.00	33,277.02	161,430.55	-161,430.55	0.00 %
<a href="#">100-101-60002</a>	Overtime	0.00	0.00	0.00	45.11	-45.11	0.00 %
<a href="#">100-101-61000</a>	Health Insurance	0.00	0.00	1,211.52	6,922.50	-6,922.50	0.00 %
<a href="#">100-101-61001</a>	Dental Insurance	0.00	0.00	104.22	555.84	-555.84	0.00 %
<a href="#">100-101-61002</a>	Medicare	0.00	0.00	445.97	2,175.24	-2,175.24	0.00 %
<a href="#">100-101-61003</a>	Social Security	0.00	0.00	1,906.87	6,577.90	-6,577.90	0.00 %
<a href="#">100-101-61004</a>	Unemployment	0.00	0.00	348.30	348.30	-348.30	0.00 %
<a href="#">100-101-61006</a>	TMRS	0.00	0.00	1,993.29	9,582.64	-9,582.64	0.00 %
<b>Department: 101 - City Administrators Office Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>39,287.19</b>	<b>187,638.08</b>	<b>-187,638.08</b>	<b>0.00%</b>
<b>Department: 102 - City Secretary</b>							
<a href="#">100-102-60000</a>	Regular Employees	0.00	0.00	7,189.74	30,799.35	-30,799.35	0.00 %
<a href="#">100-102-60001</a>	Part-time Employees	0.00	0.00	1,370.00	6,012.05	-6,012.05	0.00 %
<a href="#">100-102-61000</a>	Health Insurance	0.00	0.00	601.88	2,690.59	-2,690.59	0.00 %
<a href="#">100-102-61001</a>	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
<a href="#">100-102-61002</a>	Medicare	0.00	0.00	122.97	528.60	-528.60	0.00 %
<a href="#">100-102-61003</a>	Social Security	0.00	0.00	525.79	2,260.20	-2,260.20	0.00 %
<a href="#">100-102-61004</a>	Unemployment	0.00	0.00	136.95	141.98	-141.98	0.00 %
<a href="#">100-102-61006</a>	TMRS	0.00	0.00	431.18	1,828.86	-1,828.86	0.00 %
<a href="#">100-102-62000</a>	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
<a href="#">100-102-62018</a>	Code Publication	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
<a href="#">100-102-66003</a>	Public Notices	6,000.00	6,000.00	415.44	698.24	5,301.76	88.36 %



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-102-69003</a>	Records Management	1,220.00	1,220.00	120.00	240.00	980.00	80.33 %
<a href="#">100-102-70001</a>	Mileage	0.00	0.00	0.00	32.50	-32.50	0.00 %
<b>Department: 102 - City Secretary Total:</b>		<b>23,220.00</b>	<b>23,220.00</b>	<b>10,948.69</b>	<b>45,388.70</b>	<b>-22,168.70</b>	<b>-95.47%</b>
<b>Department: 103 - Courts</b>							
<a href="#">100-103-60001</a>	Part-time Employees	0.00	0.00	216.57	2,608.14	-2,608.14	0.00 %
<a href="#">100-103-61002</a>	Medicare	0.00	0.00	3.14	37.82	-37.82	0.00 %
<a href="#">100-103-61003</a>	Social Security	0.00	0.00	13.42	161.70	-161.70	0.00 %
<a href="#">100-103-61004</a>	Unemployment	0.00	0.00	3.47	41.75	-41.75	0.00 %
<a href="#">100-103-62003</a>	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	1,650.00	13,850.00	89.35 %
<b>Department: 103 - Courts Total:</b>		<b>15,500.00</b>	<b>15,500.00</b>	<b>236.60</b>	<b>4,499.41</b>	<b>11,000.59</b>	<b>70.97%</b>
<b>Department: 104 - City Attorney</b>							
<a href="#">100-104-60000</a>	Regular Employees	0.00	0.00	12,269.23	55,146.14	-55,146.14	0.00 %
<a href="#">100-104-61000</a>	Health Insurance	0.00	0.00	600.48	2,702.16	-2,702.16	0.00 %
<a href="#">100-104-61001</a>	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
<a href="#">100-104-61002</a>	Medicare	0.00	0.00	169.58	762.16	-762.16	0.00 %
<a href="#">100-104-61003</a>	Social Security	0.00	0.00	725.08	3,258.81	-3,258.81	0.00 %
<a href="#">100-104-61004</a>	Unemployment	0.00	0.00	144.00	144.00	-144.00	0.00 %
<a href="#">100-104-61006</a>	TMRS	0.00	0.00	734.93	3,273.25	-3,273.25	0.00 %
<a href="#">100-104-62003</a>	Special Counsel and Consultants	55,800.00	55,800.00	3,692.34	5,006.04	50,793.96	91.03 %
<a href="#">100-104-69004</a>	Government Affairs	60,000.00	60,000.00	0.00	5,000.00	55,000.00	91.67 %
<b>Department: 104 - City Attorney Total:</b>		<b>115,800.00</b>	<b>115,800.00</b>	<b>18,370.38</b>	<b>75,448.89</b>	<b>40,351.11</b>	<b>34.85%</b>
<b>Department: 105 - Communications</b>							
<a href="#">100-105-60000</a>	Regular Employees	0.00	0.00	9,957.33	38,788.12	-38,788.12	0.00 %
<a href="#">100-105-61000</a>	Health Insurance	0.00	0.00	622.74	2,783.28	-2,783.28	0.00 %
<a href="#">100-105-61001</a>	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
<a href="#">100-105-61002</a>	Medicare	0.00	0.00	143.65	559.14	-559.14	0.00 %
<a href="#">100-105-61003</a>	Social Security	0.00	0.00	614.20	2,390.69	-2,390.69	0.00 %
<a href="#">100-105-61004</a>	Unemployment	0.00	0.00	159.33	159.33	-159.33	0.00 %
<a href="#">100-105-61006</a>	TMRS	0.00	0.00	597.66	2,304.46	-2,304.46	0.00 %
<a href="#">100-105-66000</a>	Website	6,625.00	6,625.00	0.00	0.00	6,625.00	100.00 %
<a href="#">100-105-66005</a>	Public Relations	5,200.00	5,200.00	0.00	76.29	5,123.71	98.53 %
<b>Department: 105 - Communications Total:</b>		<b>11,825.00</b>	<b>11,825.00</b>	<b>12,129.65</b>	<b>47,217.64</b>	<b>-35,392.64</b>	<b>-299.30%</b>
<b>Department: 106 - IT</b>							
<a href="#">100-106-60000</a>	Regular Employees	0.00	0.00	5,487.02	24,608.06	-24,608.06	0.00 %
<a href="#">100-106-61000</a>	Health Insurance	0.00	0.00	608.68	2,448.58	-2,448.58	0.00 %
<a href="#">100-106-61001</a>	Dental Insurance	0.00	0.00	34.74	138.96	-138.96	0.00 %
<a href="#">100-106-61002</a>	Medicare	0.00	0.00	79.42	356.25	-356.25	0.00 %
<a href="#">100-106-61003</a>	Social Security	0.00	0.00	339.60	1,523.32	-1,523.32	0.00 %
<a href="#">100-106-61004</a>	Unemployment	0.00	0.00	87.80	87.80	-87.80	0.00 %
<a href="#">100-106-61006</a>	TMRS	0.00	0.00	328.68	1,460.67	-1,460.67	0.00 %
<a href="#">100-106-64001</a>	Office IT Equipment & Support	105,890.00	113,690.00	20,710.15	46,688.85	67,001.15	58.93 %
<a href="#">100-106-64002</a>	Software	218,759.00	265,318.00	7,373.50	109,271.42	156,046.58	58.81 %
<a href="#">100-106-65000</a>	Network/Phone	36,830.84	36,830.84	2,546.23	10,065.86	26,764.98	72.67 %
<b>Department: 106 - IT Total:</b>		<b>361,479.84</b>	<b>415,838.84</b>	<b>37,595.82</b>	<b>196,649.77</b>	<b>219,189.07</b>	<b>52.71%</b>
<b>Department: 107 - Finance</b>							
<a href="#">100-107-60000</a>	Regular Employees	0.00	0.00	16,013.63	71,785.80	-71,785.80	0.00 %
<a href="#">100-107-60002</a>	Overtime	0.00	0.00	0.00	53.19	-53.19	0.00 %
<a href="#">100-107-61000</a>	Health Insurance	0.00	0.00	1,781.68	8,012.82	-8,012.82	0.00 %
<a href="#">100-107-61001</a>	Dental Insurance	0.00	0.00	104.22	468.99	-468.99	0.00 %
<a href="#">100-107-61002</a>	Medicare	0.00	0.00	205.76	922.70	-922.70	0.00 %
<a href="#">100-107-61003</a>	Social Security	0.00	0.00	879.78	3,945.21	-3,945.21	0.00 %
<a href="#">100-107-61004</a>	Unemployment	0.00	0.00	256.21	256.21	-256.21	0.00 %
<a href="#">100-107-61006</a>	TMRS	0.00	0.00	959.06	4,263.91	-4,263.91	0.00 %
<a href="#">100-107-62001</a>	Financial Services	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
<a href="#">100-107-64003</a>	Uniforms	300.00	300.00	0.00	0.00	300.00	100.00 %
<a href="#">100-107-67000</a>	TML Liability Insurance	25,000.00	25,000.00	4,953.50	10,125.00	14,875.00	59.50 %
<a href="#">100-107-67001</a>	TML Property Insurance	41,000.00	41,000.00	11,250.00	23,201.00	17,799.00	43.41 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-107-67002</a>	TML Workmen's Comp Insurance	25,000.00	25,000.00	5,702.25	11,404.50	13,595.50	54.38 %
<a href="#">100-107-70001</a>	Mileage	0.00	0.00	0.00	20.48	-20.48	0.00 %
<a href="#">100-107-90003</a>	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	0.00	217,883.04	542,116.96	71.33 %
<a href="#">100-107-90004</a>	SPA & ECO D Transfers	218,880.00	218,880.00	0.00	49,622.73	169,257.27	77.33 %
<b>Department: 107 - Finance Total:</b>		<b>1,105,180.00</b>	<b>1,105,180.00</b>	<b>42,106.09</b>	<b>401,965.58</b>	<b>703,214.42</b>	<b>63.63%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-60000</a>	Regular Employees	0.00	0.00	11,993.82	78,048.91	-78,048.91	0.00 %
<a href="#">100-200-61000</a>	Health Insurance	0.00	0.00	1,209.52	7,194.13	-7,194.13	0.00 %
<a href="#">100-200-61001</a>	Dental Insurance	0.00	0.00	69.48	416.88	-416.88	0.00 %
<a href="#">100-200-61002</a>	Medicare	0.00	0.00	166.15	1,096.45	-1,096.45	0.00 %
<a href="#">100-200-61003</a>	Social Security	0.00	0.00	710.44	4,688.27	-4,688.27	0.00 %
<a href="#">100-200-61004</a>	Unemployment	0.00	0.00	191.90	191.90	-191.90	0.00 %
<a href="#">100-200-61006</a>	TMRS	0.00	0.00	718.45	4,628.94	-4,628.94	0.00 %
<a href="#">100-200-62002</a>	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
<a href="#">100-200-62005</a>	Health Inspector	50,000.00	50,000.00	12,212.33	27,778.39	22,221.61	44.44 %
<a href="#">100-200-62006</a>	Architectural & Landscape Consulta	5,000.00	5,000.00	187.50	2,187.50	2,812.50	56.25 %
<a href="#">100-200-62007</a>	Historic District Consultant	3,500.00	3,500.00	625.00	2,000.00	1,500.00	42.86 %
<a href="#">100-200-62010</a>	Miscellaneous Consultant	250,000.00	250,000.00	0.00	53,490.93	196,509.07	78.60 %
<a href="#">100-200-64003</a>	Uniforms	0.00	0.00	0.00	452.00	-452.00	0.00 %
<a href="#">100-200-70001</a>	Mileage	0.00	0.00	0.00	55.35	-55.35	0.00 %
<b>Department: 200 - Planning &amp; Development Total:</b>		<b>378,500.00</b>	<b>378,500.00</b>	<b>28,084.59</b>	<b>182,229.65</b>	<b>196,270.35</b>	<b>51.85%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-60000</a>	Regular Employees	0.00	0.00	26,222.25	91,763.66	-91,763.66	0.00 %
<a href="#">100-201-60002</a>	Overtime	0.00	0.00	134.54	968.71	-968.71	0.00 %
<a href="#">100-201-61000</a>	Health Insurance	0.00	0.00	3,258.06	10,612.72	-10,612.72	0.00 %
<a href="#">100-201-61001</a>	Dental Insurance	0.00	0.00	191.07	620.98	-620.98	0.00 %
<a href="#">100-201-61002</a>	Medicare	0.00	0.00	377.70	1,330.76	-1,330.76	0.00 %
<a href="#">100-201-61003</a>	Social Security	0.00	0.00	1,615.09	5,690.31	-5,690.31	0.00 %
<a href="#">100-201-61004</a>	Unemployment	0.00	0.00	421.72	543.53	-543.53	0.00 %
<a href="#">100-201-61006</a>	TMRS	0.00	0.00	1,579.21	5,454.88	-5,454.88	0.00 %
<a href="#">100-201-62004</a>	Bldg. Inspector	750,000.00	750,000.00	261,107.46	327,044.85	422,955.15	56.39 %
<a href="#">100-201-62008</a>	Lighting Consultant	1,000.00	1,000.00	852.50	852.50	147.50	14.75 %
<a href="#">100-201-62014</a>	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
<a href="#">100-201-64003</a>	Uniforms	1,700.00	1,700.00	596.74	1,415.68	284.32	16.72 %
<a href="#">100-201-70001</a>	Mileage	0.00	0.00	71.41	155.68	-155.68	0.00 %
<b>Department: 201 - Building Total:</b>		<b>792,700.00</b>	<b>792,700.00</b>	<b>296,427.75</b>	<b>446,454.26</b>	<b>346,245.74</b>	<b>43.68%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">100-300-60000</a>	Regular Employees	0.00	0.00	7,046.16	42,687.45	-42,687.45	0.00 %
<a href="#">100-300-60002</a>	Overtime	0.00	0.00	0.00	381.23	-381.23	0.00 %
<a href="#">100-300-60003</a>	On Call Pay	0.00	0.00	400.00	1,000.00	-1,000.00	0.00 %
<a href="#">100-300-61000</a>	Health Insurance	0.00	0.00	598.66	3,976.79	-3,976.79	0.00 %
<a href="#">100-300-61001</a>	Dental Insurance	0.00	0.00	34.74	230.15	-230.15	0.00 %
<a href="#">100-300-61002</a>	Medicare	0.00	0.00	99.36	594.69	-594.69	0.00 %
<a href="#">100-300-61003</a>	Social Security	0.00	0.00	424.84	2,542.84	-2,542.84	0.00 %
<a href="#">100-300-61004</a>	Unemployment	0.00	0.00	119.14	119.14	-119.14	0.00 %
<a href="#">100-300-61006</a>	TMRS	0.00	0.00	446.03	2,614.09	-2,614.09	0.00 %
<a href="#">100-300-64003</a>	Uniforms	2,360.00	2,360.00	194.97	1,575.13	784.87	33.26 %
<a href="#">100-300-71001</a>	Transportation Improvement Proje	1,096,332.00	1,096,332.00	28,555.75	130,212.00	966,120.00	88.12 %
<b>Department: 300 - Wastewater Total:</b>		<b>1,098,692.00</b>	<b>1,098,692.00</b>	<b>37,919.65</b>	<b>185,933.51</b>	<b>912,758.49</b>	<b>83.08%</b>
<b>Department: 304 - Maintenance</b>							
<a href="#">100-304-60000</a>	Regular Employees	0.00	0.00	25,553.81	105,162.88	-105,162.88	0.00 %
<a href="#">100-304-60002</a>	Overtime	0.00	0.00	296.59	2,398.12	-2,398.12	0.00 %
<a href="#">100-304-60003</a>	On Call Pay	0.00	0.00	1,000.00	3,600.00	-3,600.00	0.00 %
<a href="#">100-304-61000</a>	Health Insurance	0.00	0.00	3,550.88	14,218.79	-14,218.79	0.00 %
<a href="#">100-304-61001</a>	Dental Insurance	0.00	0.00	208.44	832.79	-832.79	0.00 %
<a href="#">100-304-61002</a>	Medicare	0.00	0.00	380.57	1,572.10	-1,572.10	0.00 %
<a href="#">100-304-61003</a>	Social Security	0.00	0.00	1,627.30	6,722.21	-6,722.21	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-304-61004</a>	Unemployment	0.00	0.00	429.59	506.90	-506.90	0.00 %
<a href="#">100-304-61006</a>	TMRS	0.00	0.00	1,608.27	6,599.46	-6,599.46	0.00 %
<a href="#">100-304-62305</a>	Vandalism Repairs	0.00	0.00	0.00	-3,141.85	3,141.85	0.00 %
<a href="#">100-304-63000</a>	Office Maintenance/Repairs	18,510.00	18,510.00	1,315.52	3,749.73	14,760.27	79.74 %
<a href="#">100-304-63001</a>	Equipment Maintenance	5,500.00	5,500.00	0.00	37.98	5,462.02	99.31 %
<a href="#">100-304-63002</a>	Fleet Maintenance	44,180.00	44,180.00	691.44	9,959.43	34,220.57	77.46 %
<a href="#">100-304-63008</a>	Stephenson Building & Lawn Maint	6,000.00	6,000.00	55.92	78.70	5,921.30	98.69 %
<a href="#">100-304-63009</a>	Street/ROW Maintenance	204,050.00	204,050.00	1,040.00	55,236.23	148,813.77	72.93 %
<a href="#">100-304-63018</a>	Triangle/Veterans Park Maintenan	0.00	0.00	0.00	247.42	-247.42	0.00 %
<a href="#">100-304-64003</a>	Uniforms	12,320.00	12,320.00	352.49	1,529.99	10,790.01	87.58 %
<a href="#">100-304-64006</a>	Fleet Acquisition	50,000.00	50,000.00	-50.80	36,696.22	13,303.78	26.61 %
<a href="#">100-304-64009</a>	Maintenance Equipment	97,500.00	97,500.00	48.45	308.45	97,191.55	99.68 %
<a href="#">100-304-64010</a>	Maintenance Supplies	5,100.00	5,100.00	729.03	1,723.86	3,376.14	66.20 %
<a href="#">100-304-65001</a>	Street Electricity	20,000.00	20,000.00	1,664.52	4,961.75	15,038.25	75.19 %
<a href="#">100-304-65002</a>	City Streets Water	4,000.00	4,000.00	281.73	845.51	3,154.49	78.86 %
<a href="#">100-304-65003</a>	Office Electricity	5,500.00	5,500.00	509.73	1,311.72	4,188.28	76.15 %
<a href="#">100-304-65004</a>	Office Water	650.00	650.00	39.25	127.24	522.76	80.42 %
<a href="#">100-304-65005</a>	Stephenson Bldg Electric	1,500.00	1,500.00	76.78	229.78	1,270.22	84.68 %
<a href="#">100-304-65006</a>	Stephenson Water	500.00	500.00	35.18	105.77	394.23	78.85 %
<a href="#">100-304-65009</a>	Triangle Electric	0.00	0.00	38.25	114.75	-114.75	0.00 %
<a href="#">100-304-69001</a>	Lighting Compliance	2,000.00	2,000.00	0.00	240.00	1,760.00	88.00 %
<a href="#">100-304-69006</a>	Stephenson Bldg Improvements	210,000.00	210,000.00	0.00	4,962.50	205,037.50	97.64 %
<a href="#">100-304-69010</a>	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
<a href="#">100-304-69011</a>	City Hall Planning	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
<a href="#">100-304-71002</a>	Street Improvements	693,707.99	693,707.99	0.00	154,248.13	539,459.86	77.76 %
<a href="#">100-304-71003</a>	City Hall Improvements	500,000.00	500,000.00	0.00	7,200.00	492,800.00	98.56 %
<b>Department: 304 - Maintenance Total:</b>		<b>2,111,017.99</b>	<b>2,111,017.99</b>	<b>41,482.94</b>	<b>422,386.56</b>	<b>1,688,631.43</b>	<b>79.99%</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-60000</a>	Regular Employees	0.00	0.00	10,266.73	47,202.06	-47,202.06	0.00 %
<a href="#">100-400-60001</a>	Part-time Employees	13,400.00	13,400.00	0.00	0.00	13,400.00	100.00 %
<a href="#">100-400-60005</a>	Camp Staff	0.00	0.00	0.00	2,177.12	-2,177.12	0.00 %
<a href="#">100-400-61000</a>	Health Insurance	0.00	0.00	380.13	841.01	-841.01	0.00 %
<a href="#">100-400-61001</a>	Dental Insurance	0.00	0.00	21.03	42.06	-42.06	0.00 %
<a href="#">100-400-61002</a>	Medicare	0.00	0.00	148.37	715.03	-715.03	0.00 %
<a href="#">100-400-61003</a>	Social Security	0.00	0.00	634.41	3,057.25	-3,057.25	0.00 %
<a href="#">100-400-61004</a>	Unemployment	0.00	0.00	164.27	199.11	-199.11	0.00 %
<a href="#">100-400-61006</a>	TMRS	0.00	0.00	616.16	2,802.76	-2,802.76	0.00 %
<a href="#">100-400-62011</a>	Park Consultant	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-400-63004</a>	Dues, Fees & Subscriptions	1,464.50	1,464.50	200.00	200.00	1,264.50	86.34 %
<a href="#">100-400-63010</a>	Sports & Rec Park Lawn Mainten	0.00	0.00	550.00	1,170.00	-1,170.00	0.00 %
<a href="#">100-400-63011</a>	Founders Park Lawn Maintenance	0.00	0.00	500.00	1,520.00	-1,520.00	0.00 %
<a href="#">100-400-63012</a>	Charro Ranch Landscaping	0.00	0.00	0.00	1,320.00	-1,320.00	0.00 %
<a href="#">100-400-63013</a>	General Parks Maintenance	1,000.00	1,000.00	0.00	187.31	812.69	81.27 %
<a href="#">100-400-63015</a>	Founders Park/Pool Maintenance	50,740.00	50,740.00	127.71	1,080.35	49,659.65	97.87 %
<a href="#">100-400-63016</a>	Sports & Rec Park Maintenance	31,420.00	31,420.00	42.90	42.90	31,377.10	99.86 %
<a href="#">100-400-63017</a>	Charro Ranch Park Maintenance	7,250.00	7,250.00	0.00	190.67	7,059.33	97.37 %
<a href="#">100-400-63018</a>	Triangle/Veterans Park Maintenan	700.00	700.00	0.00	0.00	700.00	100.00 %
<a href="#">100-400-63036</a>	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-400-63037</a>	Rathgeber Maintenance	900.00	900.00	0.00	0.00	900.00	100.00 %
<a href="#">100-400-64005</a>	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-400-64011</a>	Park Supplies	8,550.00	8,550.00	143.14	1,586.94	6,963.06	81.44 %
<a href="#">100-400-64012</a>	Charro Ranch Supplies	1,500.00	1,500.00	0.00	1,015.22	484.78	32.32 %
<a href="#">100-400-64013</a>	Founders Park/Pool Supplies	0.00	0.00	0.00	59.99	-59.99	0.00 %
<a href="#">100-400-64014</a>	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
<a href="#">100-400-64015</a>	Park Program & Event Supplies	20,050.00	20,050.00	18.99	7,469.23	12,580.77	62.75 %
<a href="#">100-400-65007</a>	Portable Toilets	7,250.00	7,250.00	605.00	1,990.00	5,260.00	72.55 %
<a href="#">100-400-65009</a>	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-400-65010</a>	Triangle Water	1,000.00	1,000.00	35.18	105.54	894.46	89.45 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-400-65011</a>	Sports & Rec Park Water	13,000.00	13,000.00	-13,479.66	-270.14	13,270.14	102.08 %
<a href="#">100-400-65012</a>	Sports & Rec Park Electricity	2,500.00	2,500.00	-157.10	276.34	2,223.66	88.95 %
<a href="#">100-400-65014</a>	Founders Park/Pool Electricity	0.00	0.00	489.57	1,946.01	-1,946.01	0.00 %
<a href="#">100-400-66001</a>	Advertising	11,250.00	11,250.00	0.00	0.00	11,250.00	100.00 %
<a href="#">100-400-66004</a>	City Sponsored Events	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-400-70003</a>	Other Expenses	11,500.00	11,500.00	0.00	10,896.70	603.30	5.25 %
<a href="#">100-400-70007</a>	Sponsored Events	0.00	0.00	0.00	1,760.00	-1,760.00	0.00 %
<a href="#">100-400-71004</a>	All Parks Improvements	6,500.00	6,500.00	0.00	2,116.00	4,384.00	67.45 %
<a href="#">100-400-71005</a>	Founders Park/Pool Improvmts	187,048.36	187,048.36	0.00	39,340.35	147,708.01	78.97 %
<a href="#">100-400-71006</a>	Sports & Rec Park Improvements	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
<a href="#">100-400-71007</a>	Charro Ranch Improvements	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-400-71009</a>	Triangle Improvements	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
<a href="#">100-400-71010</a>	Rathgeber Improvements	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
<a href="#">100-400-71012</a>	Skate Park Improvements	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>747,422.86</b>	<b>747,422.86</b>	<b>1,306.83</b>	<b>131,039.81</b>	<b>616,383.05</b>	<b>82.47%</b>
<b>Department: 401 - DSRP</b>							
<a href="#">100-401-60000</a>	Regular Employees	485,020.13	485,020.13	32,023.61	146,388.94	338,631.19	69.82 %
<a href="#">100-401-60002</a>	Overtime	0.00	0.00	86.24	763.56	-763.56	0.00 %
<a href="#">100-401-60003</a>	On Call Pay	0.00	0.00	800.00	3,600.00	-3,600.00	0.00 %
<a href="#">100-401-61000</a>	Health Insurance	73,071.07	73,071.07	3,788.33	16,475.37	56,595.70	77.45 %
<a href="#">100-401-61001</a>	Dental Insurance	0.00	0.00	222.15	965.40	-965.40	0.00 %
<a href="#">100-401-61002</a>	Medicare	0.00	0.00	458.18	2,099.08	-2,099.08	0.00 %
<a href="#">100-401-61003</a>	Social Security	0.00	0.00	1,959.12	8,975.20	-8,975.20	0.00 %
<a href="#">100-401-61004</a>	Unemployment	0.00	0.00	526.53	719.42	-719.42	0.00 %
<a href="#">100-401-61005</a>	Federal Withholding	38,873.31	38,873.31	0.00	0.00	38,873.31	100.00 %
<a href="#">100-401-61006</a>	TMRS	27,399.78	27,399.78	1,967.24	8,943.56	18,456.22	67.36 %
<b>Department: 401 - DSRP Total:</b>		<b>624,364.29</b>	<b>624,364.29</b>	<b>41,831.40</b>	<b>188,930.53</b>	<b>435,433.76</b>	<b>69.74%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-60000</a>	Regular Employees	0.00	0.00	4,507.69	21,259.07	-21,259.07	0.00 %
<a href="#">100-402-60007</a>	Aquatic Staff	77,043.15	77,043.15	0.00	0.00	77,043.15	100.00 %
<a href="#">100-402-61000</a>	Health Insurance	0.00	0.00	591.54	2,660.51	-2,660.51	0.00 %
<a href="#">100-402-61001</a>	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
<a href="#">100-402-61002</a>	Medicare	0.00	0.00	65.36	308.25	-308.25	0.00 %
<a href="#">100-402-61003</a>	Social Security	0.00	0.00	279.48	1,318.07	-1,318.07	0.00 %
<a href="#">100-402-61004</a>	Unemployment	0.00	0.00	72.12	72.12	-72.12	0.00 %
<a href="#">100-402-61006</a>	TMRS	0.00	0.00	270.01	1,261.70	-1,261.70	0.00 %
<a href="#">100-402-63005</a>	Training/Continuing Education	0.00	0.00	410.00	470.81	-470.81	0.00 %
<a href="#">100-402-63015</a>	Founders Park/Pool Maintenance	16,000.00	16,000.00	0.00	390.00	15,610.00	97.56 %
<a href="#">100-402-64013</a>	Pool Supplies	24,705.00	24,705.00	98.99	4,033.41	20,671.59	83.67 %
<a href="#">100-402-65000</a>	Network/Phone	1,650.00	1,650.00	110.56	407.58	1,242.42	75.30 %
<a href="#">100-402-65013</a>	FMP Pool/Pavilion Water	6,000.00	6,000.00	178.59	679.01	5,320.99	88.68 %
<a href="#">100-402-65014</a>	FMP Pool/Pavilion Electric	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00 %
<a href="#">100-402-65019</a>	Propane/Natural Gas	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">100-402-71011</a>	Founders Pool Improvements	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<b>Department: 402 - Aquatics Total:</b>		<b>154,148.15</b>	<b>154,148.15</b>	<b>6,619.08</b>	<b>33,016.86</b>	<b>121,131.29</b>	<b>78.58%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-63019</a>	FD Clean Up	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
<a href="#">100-404-63038</a>	FD Transportation	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
<a href="#">100-404-64016</a>	FD Event Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-404-64017</a>	FD Event Tent, Table, & Chairs	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">100-404-64018</a>	FD Barricades	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00 %
<a href="#">100-404-65007</a>	Portable Toilets	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
<a href="#">100-404-65016</a>	FD Electricity	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00 %
<a href="#">100-404-66008</a>	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
<a href="#">100-404-66009</a>	FD Publicity	9,500.00	9,500.00	1,523.10	1,523.10	7,976.90	83.97 %
<a href="#">100-404-66010</a>	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
<a href="#">100-404-66012</a>	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %

Budget Report

For Fiscal: FY 2022-2023 Period Ending Item 13. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-404-68005</a>	FD Security	32,500.00	32,500.00	0.00	0.00	32,500.00	100.00 %
<a href="#">100-404-68006</a>	FD Health, Safety & Lighting	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
<a href="#">100-404-70002</a>	FD Contingencies	3,438.01	3,438.01	0.00	0.00	3,438.01	100.00 %
<b>Department: 404 - Founders Day Total:</b>		<b>146,488.01</b>	<b>146,488.01</b>	<b>1,523.10</b>	<b>1,523.10</b>	<b>144,964.91</b>	<b>98.96%</b>
<b>Department: 500 - Emergency Management</b>							
<a href="#">100-500-60000</a>	Regular Employees	0.00	0.00	5,676.93	25,707.71	-25,707.71	0.00 %
<a href="#">100-500-61000</a>	Health Insurance	0.00	0.00	15.94	69.83	-69.83	0.00 %
<a href="#">100-500-61001</a>	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
<a href="#">100-500-61002</a>	Medicare	0.00	0.00	82.32	372.78	-372.78	0.00 %
<a href="#">100-500-61003</a>	Social Security	0.00	0.00	351.97	1,593.87	-1,593.87	0.00 %
<a href="#">100-500-61004</a>	Unemployment	0.00	0.00	90.84	90.84	-90.84	0.00 %
<a href="#">100-500-61006</a>	TMRS	0.00	0.00	340.05	1,525.89	-1,525.89	0.00 %
<a href="#">100-500-64000</a>	Office Supplies	0.00	0.00	0.00	225.22	-225.22	0.00 %
<a href="#">100-500-64003</a>	Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-500-68000</a>	Emergency Management Equip	45,690.00	45,690.00	0.00	29,289.99	16,400.01	35.89 %
<a href="#">100-500-68001</a>	Emergency Fire & Safety	611.00	611.00	83.00	438.86	172.14	28.17 %
<a href="#">100-500-68002</a>	Emergency Management PR	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-500-68003</a>	Emergency Equipment Maint	11,702.00	11,702.00	91.67	2,520.15	9,181.85	78.46 %
<a href="#">100-500-70003</a>	Other Expenses	30,000.00	30,000.00	12,492.00	12,492.00	17,508.00	58.36 %
<b>Department: 500 - Emergency Management Total:</b>		<b>90,503.00</b>	<b>90,503.00</b>	<b>19,259.46</b>	<b>74,483.47</b>	<b>16,019.53</b>	<b>17.70%</b>
<b>Expense Total:</b>		<b>12,840,962.01</b>	<b>12,895,321.01</b>	<b>703,813.73</b>	<b>2,797,106.03</b>	<b>10,098,214.98</b>	<b>78.31%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>		<b>-2,646,713.15</b>	<b>-2,701,072.15</b>	<b>1,649,620.95</b>	<b>2,051,770.56</b>	<b>4,752,842.71</b>	<b>175.96%</b>
<b>Fund: 200 - Dripping Springs Ranch Park</b>							
<b>Revenue</b>							
<b>Department: 401 - DSRP</b>							
<a href="#">200-401-42008</a>	Riding Permit Fees	9,500.00	9,500.00	500.00	5,640.00	-3,860.00	40.63 %
<a href="#">200-401-43010</a>	Stall Rental Fees	37,200.00	37,200.00	6,497.50	17,172.00	-20,028.00	53.84 %
<a href="#">200-401-43011</a>	RV Site Rental Fees	19,000.00	19,000.00	490.00	4,445.00	-14,555.00	76.61 %
<a href="#">200-401-43012</a>	Facility Rental Fees	113,500.00	113,500.00	28,025.00	44,461.25	-69,038.75	60.83 %
<a href="#">200-401-43013</a>	Equipment Rental Fees	6,000.00	6,000.00	2,765.00	3,790.00	-2,210.00	36.83 %
<a href="#">200-401-43014</a>	Staff & Miscellaneous Fees	4,000.00	4,000.00	1,965.00	2,165.00	-1,835.00	45.88 %
<a href="#">200-401-43015</a>	Cleaning Fees	25,000.00	25,000.00	5,375.00	8,450.00	-16,550.00	66.20 %
<a href="#">200-401-44000</a>	Sponsorships & Donations	52,275.00	52,275.00	8.00	19.00	-52,256.00	99.96 %
<a href="#">200-401-44002</a>	Program & Event Fees	0.00	0.00	90.00	90.00	90.00	0.00 %
<a href="#">200-401-44005</a>	Coyote Camp	137,100.00	137,100.00	0.00	0.00	-137,100.00	100.00 %
<a href="#">200-401-44006</a>	Riding Series	82,000.00	82,000.00	5,049.75	12,074.59	-69,925.41	85.27 %
<a href="#">200-401-44007</a>	Miscellaneous Events	2,000.00	2,000.00	0.00	21,157.00	19,157.00	1,057.85 %
<a href="#">200-401-44008</a>	Program Fees	15,100.00	15,100.00	0.00	0.00	-15,100.00	100.00 %
<a href="#">200-401-46001</a>	Other Revenues	500.00	500.00	0.00	-1,781.25	-2,281.25	456.25 %
<a href="#">200-401-46002</a>	Interest	600.00	600.00	210.68	1,203.99	603.99	200.67 %
<a href="#">200-401-46006</a>	Merchandise Sales	21,065.20	21,065.20	5,292.00	12,159.00	-8,906.20	42.28 %
<a href="#">200-401-47004</a>	Transfer from Ag Facility Fund	47,495.00	47,495.00	0.00	0.00	-47,495.00	100.00 %
<a href="#">200-401-47005</a>	Transfer from HOT Fund	395,000.00	395,000.00	0.00	0.00	-395,000.00	100.00 %
<a href="#">200-401-47007</a>	Transfer from General Fund	275,884.04	275,884.04	0.00	0.00	-275,884.04	100.00 %
<b>Department: 401 - DSRP Total:</b>		<b>1,243,219.24</b>	<b>1,243,219.24</b>	<b>56,267.93</b>	<b>131,045.58</b>	<b>-1,112,173.66</b>	<b>89.46%</b>
<b>Revenue Total:</b>		<b>1,243,219.24</b>	<b>1,243,219.24</b>	<b>56,267.93</b>	<b>131,045.58</b>	<b>-1,112,173.66</b>	<b>89.46%</b>
<b>Expense</b>							
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">200-400-63035</a>	Ranch House Maintenance	10,000.00	10,000.00	360.00	1,080.00	8,920.00	89.20 %
<a href="#">200-400-64024</a>	Ranch House Supplies	1,000.00	1,000.00	0.00	162.80	837.20	83.72 %
<a href="#">200-400-64025</a>	Ranch House Equipment	0.00	0.00	0.00	255.00	-255.00	0.00 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>11,000.00</b>	<b>11,000.00</b>	<b>360.00</b>	<b>1,497.80</b>	<b>9,502.20</b>	<b>86.38%</b>
<b>Department: 401 - DSRP</b>							
<a href="#">200-401-60003</a>	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
<a href="#">200-401-60005</a>	Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
<a href="#">200-401-63000</a>	Building/Office Maintenance	0.00	0.00	4,150.14	4,150.14	-4,150.14	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">200-401-63001</a>	Equipment Maintenance	25,000.00	25,000.00	305.98	4,934.27	20,065.73	80.26 %
<a href="#">200-401-63002</a>	Fleet Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
<a href="#">200-401-63003</a>	Lawn Maintenance	0.00	0.00	0.00	2,560.00	-2,560.00	0.00 %
<a href="#">200-401-63004</a>	Dues, Fees & Subscriptions	5,127.50	5,127.50	405.00	2,493.40	2,634.10	51.37 %
<a href="#">200-401-63005</a>	Training/Continuing Education	9,500.00	9,500.00	125.20	375.20	9,124.80	96.05 %
<a href="#">200-401-63023</a>	General Maintenance	206,490.00	206,490.00	1,690.34	22,906.42	183,583.58	88.91 %
<a href="#">200-401-63024</a>	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">200-401-63028</a>	Lift Station Maintenance	12,000.00	12,000.00	702.51	6,528.52	5,471.48	45.60 %
<a href="#">200-401-64000</a>	Office Supplies	10,000.00	10,000.00	63.35	447.88	9,552.12	95.52 %
<a href="#">200-401-64001</a>	IT Equipment	0.00	0.00	0.00	1,519.93	-1,519.93	0.00 %
<a href="#">200-401-64003</a>	Uniforms	0.00	0.00	0.00	195.00	-195.00	0.00 %
<a href="#">200-401-64004</a>	Office Furniture and Equipment	0.00	0.00	0.00	359.88	-359.88	0.00 %
<a href="#">200-401-64005</a>	Equipment Rental	2,000.00	2,000.00	259.45	259.45	1,740.55	87.03 %
<a href="#">200-401-64007</a>	Fleet Supplies	0.00	0.00	0.00	506.37	-506.37	0.00 %
<a href="#">200-401-64011</a>	Park Supplies	25,500.00	25,500.00	0.00	0.00	25,500.00	100.00 %
<a href="#">200-401-64015</a>	Park Program & Event Supplies	0.00	0.00	0.00	98.00	-98.00	0.00 %
<a href="#">200-401-64020</a>	Building Supplies	0.00	0.00	0.00	687.15	-687.15	0.00 %
<a href="#">200-401-64021</a>	Merchandise	10,500.00	10,500.00	0.00	6,326.90	4,173.10	39.74 %
<a href="#">200-401-64023</a>	Equipment	267,250.00	267,250.00	0.00	26,725.01	240,524.99	90.00 %
<a href="#">200-401-64026</a>	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
<a href="#">200-401-64027</a>	Coyote Camp	16,000.00	16,000.00	330.12	356.97	15,643.03	97.77 %
<a href="#">200-401-64028</a>	Riding Series	32,000.00	32,000.00	0.00	10,934.41	21,065.59	65.83 %
<a href="#">200-401-64029</a>	Miscellaneous Events	700.00	700.00	31.44	14,281.64	-13,581.64	-1,940.23 %
<a href="#">200-401-64030</a>	Programing	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
<a href="#">200-401-65000</a>	Network/Phone	11,316.40	11,316.40	41.32	2,458.04	8,858.36	78.28 %
<a href="#">200-401-65004</a>	Office Water	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">200-401-65005</a>	Water	0.00	0.00	450.62	2,129.58	-2,129.58	0.00 %
<a href="#">200-401-65007</a>	Portable Toilets	2,500.00	2,500.00	80.00	235.00	2,265.00	90.60 %
<a href="#">200-401-65008</a>	Alarm	6,660.00	6,660.00	0.00	0.00	6,660.00	100.00 %
<a href="#">200-401-65017</a>	Electricity	60,000.00	60,000.00	5,222.00	16,820.93	43,179.07	71.97 %
<a href="#">200-401-65018</a>	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">200-401-65019</a>	Propane/Natural Gas	2,500.00	2,500.00	21.95	21.95	2,478.05	99.12 %
<a href="#">200-401-65020</a>	On Call Phone	501.60	501.60	0.00	0.00	501.60	100.00 %
<a href="#">200-401-66001</a>	Advertising	17,750.00	17,750.00	0.00	34.94	17,715.06	99.80 %
<a href="#">200-401-70001</a>	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">200-401-70002</a>	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">200-401-70003</a>	Other Expenses	20,000.00	20,000.00	0.00	-257.63	20,257.63	101.29 %
<a href="#">200-401-70004</a>	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
<a href="#">200-401-70007</a>	Sponsored Events	7,900.00	7,900.00	208.22	208.22	7,691.78	97.36 %
<a href="#">200-401-70013</a>	DSRP Sales Tax	0.00	0.00	523.46	1,171.89	-1,171.89	0.00 %
<a href="#">200-401-71008</a>	DSRP Improvements	345,000.00	345,000.00	0.00	75,953.27	269,046.73	77.98 %
<a href="#">200-401-90013</a>	Transfer to Vehicle Replacement Fu	29,595.00	29,595.00	0.00	0.00	29,595.00	100.00 %
	<b>Department: 401 - DSRP Total:</b>	<b>1,335,486.98</b>	<b>1,335,486.98</b>	<b>14,611.10</b>	<b>205,422.73</b>	<b>1,130,064.25</b>	<b>84.62%</b>
	<b>Expense Total:</b>	<b>1,346,486.98</b>	<b>1,346,486.98</b>	<b>14,971.10</b>	<b>206,920.53</b>	<b>1,139,566.45</b>	<b>84.63%</b>
	<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>-103,267.74</b>	<b>-103,267.74</b>	<b>41,296.83</b>	<b>-75,874.95</b>	<b>27,392.79</b>	<b>26.53%</b>
<b>Fund: 400 - Utilities</b>							
<b>Revenue</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">400-000-46001</a>	Other Revenues	0.00	0.00	14,868.26	14,868.26	14,868.26	0.00 %
	<b>Department: 000 - Undesignated Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>14,868.26</b>	<b>14,868.26</b>	<b>14,868.26</b>	<b>0.00%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">400-300-41002</a>	ROW Fees	0.00	0.00	0.00	33.53	33.53	0.00 %
<a href="#">400-300-41004</a>	Texas Gas Franchise Fees	0.00	0.00	4,893.82	4,893.82	4,893.82	0.00 %
<a href="#">400-300-43018</a>	Wastewater Service Fees	1,285,365.12	1,285,365.12	131,340.34	377,515.73	-907,849.39	70.63 %
<a href="#">400-300-43020</a>	Late Fees	9,600.00	9,600.00	1,292.82	5,305.02	-4,294.98	44.74 %
<a href="#">400-300-43021</a>	Delayed Connection Fees	5,000.00	5,000.00	0.00	15,000.00	10,000.00	300.00 %
<a href="#">400-300-43023</a>	Transfer Fees	9,000.00	9,000.00	0.00	0.00	-9,000.00	100.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-300-43024</a>	Over Use Fees	150,000.00	150,000.00	15,422.66	47,309.82	-102,690.18 68.46 %
<a href="#">400-300-46001</a>	Other Revenues	95,000.00	95,000.00	-187,549.21	0.00	-95,000.00 100.00 %
<a href="#">400-300-46002</a>	Interest	0.00	0.00	0.00	5,675.11	5,675.11 0.00 %
<a href="#">400-300-47008</a>	Transfer from TWDB	4,420,000.00	4,420,000.00	0.00	0.00	-4,420,000.00 100.00 %
<a href="#">400-300-47009</a>	Sales Tax	760,000.00	760,000.00	0.00	217,883.04	-542,116.96 71.33 %
<b>Department: 300 - Wastewater Total:</b>		<b>6,733,965.12</b>	<b>6,733,965.12</b>	<b>-34,599.57</b>	<b>673,616.07</b>	<b>-6,060,349.05 90.00%</b>
<b>Department: 301 - Water</b>						
<a href="#">400-301-43038</a>	Meter Set Fees	0.00	0.00	0.00	1,225.00	1,225.00 0.00 %
<a href="#">400-301-43040</a>	Water Base Rate	7,800.00	7,800.00	1,060.00	4,519.49	-3,280.51 42.06 %
<a href="#">400-301-43041</a>	Water Usage	150,000.00	150,000.00	9,498.76	49,925.83	-100,074.17 66.72 %
<a href="#">400-301-46001</a>	Other Revenues	0.00	0.00	1,875.81	2,750.11	2,750.11 0.00 %
<b>Department: 301 - Water Total:</b>		<b>157,800.00</b>	<b>157,800.00</b>	<b>12,434.57</b>	<b>58,420.43</b>	<b>-99,379.57 62.98%</b>
<b>Department: 310 - Utility Operations</b>						
<a href="#">400-310-41001</a>	PEC Franchise Fee	130,000.00	130,000.00	0.00	52,011.97	-77,988.03 59.99 %
<a href="#">400-310-41002</a>	ROW Fees	6,000.00	6,000.00	47.61	1,165.19	-4,834.81 80.58 %
<a href="#">400-310-41003</a>	Cable Franchise Fees	130,000.00	130,000.00	0.00	39,425.60	-90,574.40 69.67 %
<a href="#">400-310-41004</a>	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00 100.00 %
<a href="#">400-310-46002</a>	Interest	0.00	0.00	6,595.50	23,108.80	23,108.80 0.00 %
<a href="#">400-310-47007</a>	Transfer from General Fund	50,000.00	50,000.00	0.00	0.00	-50,000.00 100.00 %
<b>Department: 310 - Utility Operations Total:</b>		<b>319,000.00</b>	<b>319,000.00</b>	<b>6,643.11</b>	<b>115,711.56</b>	<b>-203,288.44 63.73%</b>
<b>Revenue Total:</b>		<b>7,210,765.12</b>	<b>7,210,765.12</b>	<b>-653.63</b>	<b>862,616.32</b>	<b>-6,348,148.80 88.04%</b>
<b>Expense</b>						
<b>Department: 300 - Wastewater</b>						
<a href="#">400-300-60000</a>	Regular Employees	0.00	0.00	8,791.96	57,014.29	-57,014.29 0.00 %
<a href="#">400-300-60002</a>	Overtime	0.00	0.00	321.20	5,030.61	-5,030.61 0.00 %
<a href="#">400-300-60003</a>	On Call Pay	0.00	0.00	400.00	2,600.00	-2,600.00 0.00 %
<a href="#">400-300-61000</a>	Health Insurance	0.00	0.00	1,472.56	8,582.10	-8,582.10 0.00 %
<a href="#">400-300-61001</a>	Dental Insurance	0.00	0.00	86.85	504.70	-504.70 0.00 %
<a href="#">400-300-61002</a>	Medicare	0.00	0.00	137.66	935.61	-935.61 0.00 %
<a href="#">400-300-61003</a>	Social Security	0.00	0.00	588.61	4,000.54	-4,000.54 0.00 %
<a href="#">400-300-61004</a>	Unemployment	0.00	0.00	152.21	152.21	-152.21 0.00 %
<a href="#">400-300-61006</a>	TMRS	0.00	0.00	569.21	3,833.00	-3,833.00 0.00 %
<a href="#">400-300-62002</a>	Engineering and Surveying	625,000.00	625,000.00	4,951.33	15,931.33	609,068.67 97.45 %
<a href="#">400-300-62019</a>	Planning and Permitting	7,500.00	7,500.00	4,608.59	6,486.35	1,013.65 13.52 %
<a href="#">400-300-62020</a>	Lab Testing	34,250.00	34,250.00	2,023.25	5,187.25	29,062.75 84.85 %
<a href="#">400-300-63002</a>	Fleet Maintenance	0.00	0.00	0.00	129.32	-129.32 0.00 %
<a href="#">400-300-63005</a>	Training/Continuing Education	0.00	0.00	0.00	1,205.40	-1,205.40 0.00 %
<a href="#">400-300-63025</a>	Wastewater Treatment Plant Maint	119,407.00	119,407.00	39,420.29	54,200.99	65,206.01 54.61 %
<a href="#">400-300-63026</a>	Routine Operations	99,500.00	99,500.00	8,832.95	27,855.35	71,644.65 72.00 %
<a href="#">400-300-63027</a>	Operations Non Routine	106,860.00	106,860.00	1,084.49	20,452.09	86,407.91 80.86 %
<a href="#">400-300-63028</a>	Lift Station Maintenance	74,270.00	74,270.00	8,811.39	24,263.74	50,006.26 67.33 %
<a href="#">400-300-63029</a>	Sanitary Sewer Line Maintenance	64,116.00	64,116.00	1,100.00	1,285.49	62,830.51 98.00 %
<a href="#">400-300-63030</a>	Drip Field Maintenance	44,900.00	44,900.00	0.00	699.63	44,200.37 98.44 %
<a href="#">400-300-63031</a>	Sludge Hauling	178,100.00	178,100.00	10,154.04	39,621.76	138,478.24 77.75 %
<a href="#">400-300-63033</a>	Wastewater Flow Measurement	9,000.00	9,000.00	789.00	3,945.00	5,055.00 56.17 %
<a href="#">400-300-63034</a>	Utility Operations	4,250.00	4,250.00	0.00	47.45	4,202.55 98.88 %
<a href="#">400-300-64001</a>	IT Equipment & Support	0.00	0.00	0.00	549.00	-549.00 0.00 %
<a href="#">400-300-64003</a>	Uniforms	0.00	0.00	0.00	1,334.90	-1,334.90 0.00 %
<a href="#">400-300-64010</a>	Supplies	27,400.00	27,400.00	142.75	3,067.66	24,332.34 88.80 %
<a href="#">400-300-64022</a>	Chemicals	16,440.00	16,440.00	370.99	3,153.40	13,286.60 80.82 %
<a href="#">400-300-65000</a>	Network/Phone	12,330.00	12,330.00	2,568.61	4,332.45	7,997.55 64.86 %
<a href="#">400-300-65017</a>	Electric	109,600.00	109,600.00	6,057.08	26,362.88	83,237.12 75.95 %
<a href="#">400-300-70001</a>	Mileage	0.00	0.00	0.00	166.88	-166.88 0.00 %
<a href="#">400-300-70003</a>	Other Expenses	52,000.00	52,000.00	0.00	8,499.47	43,500.53 83.65 %
<a href="#">400-300-71000</a>	Capital Projects	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00 100.00 %
<a href="#">400-300-72001</a>	TWDB - Capital Projects	5,050,000.00	5,050,000.00	0.00	0.00	5,050,000.00 100.00 %
<a href="#">400-300-72002</a>	TWDB - Engineering and Design	895,000.00	895,000.00	34,612.50	63,777.70	831,222.30 92.87 %

Budget Report

For Fiscal: FY 2022-2023 Period Ending Item 13. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-300-72003</a>	TWDB - Special Counsel and Consul	0.00	0.00	0.00	2,454.76	-2,454.76	0.00 %
<a href="#">400-300-72004</a>	TWDB - Misc.	175,000.00	175,000.00	1,900.00	2,200.00	172,800.00	98.74 %
<a href="#">400-300-90006</a>	Transfer to General Fund	4,066.66	4,066.66	0.00	0.00	4,066.66	100.00 %
<a href="#">400-300-90013</a>	Transfer to Vehicle Replacement Fu	29,911.00	29,911.00	0.00	0.00	29,911.00	100.00 %
<b>Department: 300 - Wastewater Total:</b>		<b>9,738,900.66</b>	<b>9,738,900.66</b>	<b>139,947.52</b>	<b>399,863.31</b>	<b>9,339,037.35</b>	<b>95.89%</b>
<b>Department: 301 - Water</b>							
<a href="#">400-301-62020</a>	Lab Testing	25,000.00	25,000.00	0.00	500.00	24,500.00	98.00 %
<a href="#">400-301-63026</a>	Routine Operations	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">400-301-63027</a>	Operations Non Routine	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">400-301-63032</a>	Water Line Maintenance & Repair	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">400-301-64010</a>	Supplies	50,000.00	50,000.00	14,321.97	15,999.92	34,000.08	68.00 %
<b>Department: 301 - Water Total:</b>		<b>140,000.00</b>	<b>140,000.00</b>	<b>14,321.97</b>	<b>16,499.92</b>	<b>123,500.08</b>	<b>88.21%</b>
<b>Department: 310 - Utility Operations</b>							
<a href="#">400-310-60000</a>	Regular Employees	398,740.00	398,740.00	5,384.39	7,593.19	391,146.81	98.10 %
<a href="#">400-310-60002</a>	Overtime	0.00	0.00	9.24	9.24	-9.24	0.00 %
<a href="#">400-310-60003</a>	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
<a href="#">400-310-61000</a>	Health Insurance	56,988.71	56,988.71	604.14	903.74	56,084.97	98.41 %
<a href="#">400-310-61001</a>	Dental Insurance	0.00	0.00	34.74	52.11	-52.11	0.00 %
<a href="#">400-310-61002</a>	Medicare	0.00	0.00	77.53	109.22	-109.22	0.00 %
<a href="#">400-310-61004</a>	Unemployment	0.00	0.00	86.29	86.29	-86.29	0.00 %
<a href="#">400-310-61005</a>	Federal Withholding	33,063.21	33,063.21	0.00	0.00	33,063.21	100.00 %
<a href="#">400-310-61006</a>	TMRS	24,650.69	24,650.69	324.32	455.08	24,195.61	98.15 %
<a href="#">400-310-62001</a>	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">400-310-62003</a>	Special Coounsel and Consultants	250,000.00	250,000.00	0.00	3,271.22	246,728.78	98.69 %
<a href="#">400-310-63001</a>	Equipment Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">400-310-63002</a>	Fleet Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">400-310-63005</a>	Training/Continuing Education	9,254.00	9,254.00	495.00	1,887.45	7,366.55	79.60 %
<a href="#">400-310-63034</a>	Utility Operations	69,000.00	69,000.00	15.45	4,784.96	64,215.04	93.07 %
<a href="#">400-310-64001</a>	IT Equipment & Support	5,640.00	5,640.00	0.00	0.00	5,640.00	100.00 %
<a href="#">400-310-64002</a>	Software	37,267.00	37,267.00	0.00	0.00	37,267.00	100.00 %
<a href="#">400-310-64003</a>	Uniforms	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">400-310-64006</a>	Fleet Acquisition	45,000.00	45,000.00	0.00	33,411.51	11,588.49	25.75 %
<a href="#">400-310-64008</a>	Fuel	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">400-310-64023</a>	Equipment	50,000.00	50,000.00	17,227.13	22,566.85	27,433.15	54.87 %
<b>Department: 310 - Utility Operations Total:</b>		<b>1,040,003.61</b>	<b>1,040,003.61</b>	<b>24,258.23</b>	<b>75,130.86</b>	<b>964,872.75</b>	<b>92.78%</b>
<b>Expense Total:</b>		<b>10,918,904.27</b>	<b>10,918,904.27</b>	<b>178,527.72</b>	<b>491,494.09</b>	<b>10,427,410.18</b>	<b>95.50%</b>
<b>Fund: 400 - Utilities Surplus (Deficit):</b>		<b>-3,708,139.15</b>	<b>-3,708,139.15</b>	<b>-179,181.35</b>	<b>371,122.23</b>	<b>4,079,261.38</b>	<b>110.01%</b>
<b>Report Surplus (Deficit):</b>		<b>-6,458,120.04</b>	<b>-6,512,479.04</b>	<b>1,511,736.43</b>	<b>2,347,017.84</b>	<b>8,859,496.88</b>	<b>136.04%</b>



**Group Summary**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
000 - Undesignated	6,596,928.37	6,596,928.37	2,051,292.86	3,752,594.28	-2,844,334.09	43.12%
103 - Courts	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
200 - Planning & Development	1,430,750.00	1,430,750.00	68,257.71	524,214.60	-906,535.40	63.36%
201 - Building	1,550,000.00	1,550,000.00	213,329.11	544,714.46	-1,005,285.54	64.86%
400 - Parks & Recreation	456,320.49	456,320.49	110.00	5,658.25	-450,662.24	98.76%
402 - Aquatics	46,350.00	46,350.00	0.00	1,250.00	-45,100.00	97.30%
404 - Founders Day	112,900.00	112,900.00	20,445.00	20,445.00	-92,455.00	81.89%
<b>Revenue Total:</b>	<b>10,194,248.86</b>	<b>10,194,248.86</b>	<b>2,353,434.68</b>	<b>4,848,876.59</b>	<b>-5,345,372.27</b>	<b>52.44%</b>
<b>Expense</b>						
000 - Undesignated	5,045,620.87	5,045,620.87	68,684.51	172,300.21	4,873,320.66	96.59%
100 - City Council/Boards & Commissions	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00%
101 - City Administrators Office	0.00	0.00	39,287.19	187,638.08	-187,638.08	0.00%
102 - City Secretary	23,220.00	23,220.00	10,948.69	45,388.70	-22,168.70	-95.47%
103 - Courts	15,500.00	15,500.00	236.60	4,499.41	11,000.59	70.97%
104 - City Attorney	115,800.00	115,800.00	18,370.38	75,448.89	40,351.11	34.85%
105 - Communications	11,825.00	11,825.00	12,129.65	47,217.64	-35,392.64	-299.30%
106 - IT	361,479.84	415,838.84	37,595.82	196,649.77	219,189.07	52.71%
107 - Finance	1,105,180.00	1,105,180.00	42,106.09	401,965.58	703,214.42	63.63%
200 - Planning & Development	378,500.00	378,500.00	28,084.59	182,229.65	196,270.35	51.85%
201 - Building	792,700.00	792,700.00	296,427.75	446,454.26	346,245.74	43.68%
300 - Wastewater	1,098,692.00	1,098,692.00	37,919.65	185,933.51	912,758.49	83.08%
304 - Maintenance	2,111,017.99	2,111,017.99	41,482.94	422,386.56	1,688,631.43	79.99%
400 - Parks & Recreation	747,422.86	747,422.86	1,306.83	131,039.81	616,383.05	82.47%
401 - DSRP	624,364.29	624,364.29	41,831.40	188,930.53	435,433.76	69.74%
402 - Aquatics	154,148.15	154,148.15	6,619.08	33,016.86	121,131.29	78.58%
404 - Founders Day	146,488.01	146,488.01	1,523.10	1,523.10	144,964.91	98.96%
500 - Emergency Management	90,503.00	90,503.00	19,259.46	74,483.47	16,019.53	17.70%
<b>Expense Total:</b>	<b>12,840,962.01</b>	<b>12,895,321.01</b>	<b>703,813.73</b>	<b>2,797,106.03</b>	<b>10,098,214.98</b>	<b>78.31%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>-2,646,713.15</b>	<b>-2,701,072.15</b>	<b>1,649,620.95</b>	<b>2,051,770.56</b>	<b>4,752,842.71</b>	<b>175.96%</b>
<b>Fund: 200 - Dripping Springs Ranch Park</b>						
<b>Revenue</b>						
401 - DSRP	1,243,219.24	1,243,219.24	56,267.93	131,045.58	-1,112,173.66	89.46%
<b>Revenue Total:</b>	<b>1,243,219.24</b>	<b>1,243,219.24</b>	<b>56,267.93</b>	<b>131,045.58</b>	<b>-1,112,173.66</b>	<b>89.46%</b>
<b>Expense</b>						
400 - Parks & Recreation	11,000.00	11,000.00	360.00	1,497.80	9,502.20	86.38%
401 - DSRP	1,335,486.98	1,335,486.98	14,611.10	205,422.73	1,130,064.25	84.62%
<b>Expense Total:</b>	<b>1,346,486.98</b>	<b>1,346,486.98</b>	<b>14,971.10</b>	<b>206,920.53</b>	<b>1,139,566.45</b>	<b>84.63%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>-103,267.74</b>	<b>-103,267.74</b>	<b>41,296.83</b>	<b>-75,874.95</b>	<b>27,392.79</b>	<b>26.53%</b>
<b>Fund: 400 - Utilities</b>						
<b>Revenue</b>						
000 - Undesignated	0.00	0.00	14,868.26	14,868.26	14,868.26	0.00%
300 - Wastewater	6,733,965.12	6,733,965.12	-34,599.57	673,616.07	-6,060,349.05	90.00%
301 - Water	157,800.00	157,800.00	12,434.57	58,420.43	-99,379.57	62.98%
310 - Utility Operations	319,000.00	319,000.00	6,643.11	115,711.56	-203,288.44	63.73%
<b>Revenue Total:</b>	<b>7,210,765.12</b>	<b>7,210,765.12</b>	<b>-653.63</b>	<b>862,616.32</b>	<b>-6,348,148.80</b>	<b>88.04%</b>
<b>Expense</b>						
300 - Wastewater	9,738,900.66	9,738,900.66	139,947.52	399,863.31	9,339,037.35	95.89%
301 - Water	140,000.00	140,000.00	14,321.97	16,499.92	123,500.08	88.21%
310 - Utility Operations	1,040,003.61	1,040,003.61	24,258.23	75,130.86	964,872.75	92.78%

**Budget Report**

For Fiscal: FY 2022-2023 Period Ending Item 13. 3

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense Total:</b>	<b>10,918,904.27</b>	<b>10,918,904.27</b>	<b>178,527.72</b>	<b>491,494.09</b>	<b>10,427,410.18</b>	<b>95.50%</b>
<b>Fund: 400 - Utilities Surplus (Deficit):</b>	<b>-3,708,139.15</b>	<b>-3,708,139.15</b>	<b>-179,181.35</b>	<b>371,122.23</b>	<b>4,079,261.38</b>	<b>110.01%</b>
<b>Report Surplus (Deficit):</b>	<b>-6,458,120.04</b>	<b>-6,512,479.04</b>	<b>1,511,736.43</b>	<b>2,347,017.84</b>	<b>8,859,496.88</b>	<b>136.04%</b>

### Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,646,713.15	-2,701,072.15	1,649,620.95	2,051,770.56	4,752,842.71
200 - Dripping Springs Ranch Park	-103,267.74	-103,267.74	41,296.83	-75,874.95	27,392.79
400 - Utilities	-3,708,139.15	-3,708,139.15	-179,181.35	371,122.23	4,079,261.38
<b>Report Surplus (Deficit):</b>	<b>-6,458,120.04</b>	<b>-6,512,479.04</b>	<b>1,511,736.43</b>	<b>2,347,017.84</b>	<b>8,859,496.88</b>

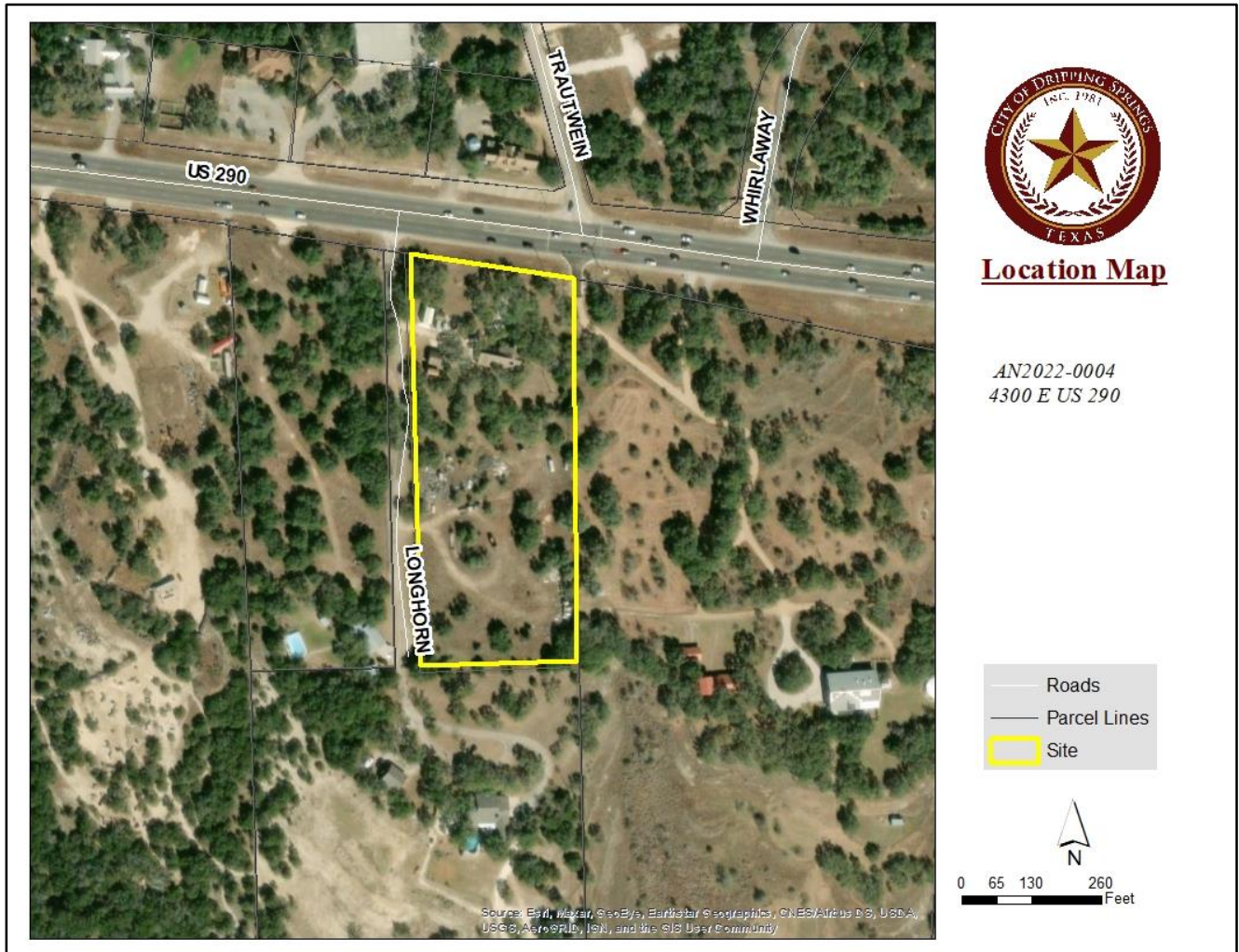


# City Council Planning Department Staff Report

**City Council Date:** February 21, 2023  
**Project No:** ZA2022-0007  
**Project Planner:** Tory Carpenter, AICP, Planning Director

### Item Details

**Project Name:** N/A  
**Property Location:** 4300 E US 290  
**Legal Description:** 5.00 acres out of the H.B. Hargraves Survey  
**Applicant:** Daniel Besa  
**Property Owner:** Daniel Besa  
**Request:** Zoning amendment from Agriculture “AG” to Commercial Services “CS”  
**Recommendation:** Staff recommends approval of the request



**Background**

While the property is currently in the ETJ, the default zoning district if it is annexed is Agriculture “AG”

*Per Ch. 30 Exhibit A, §3.5-3.6*

- **AG – Agriculture:** *The AG, agriculture district is designed to permit the use of land for the ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.*

The applicant is requesting a zoning amendment to Commercial Services “CS”

- **CS – Commercial Services:** *The commercial services (CS) district is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding, and contractors shops, plumbing shops, automotive repair or painting services, upholstery shops, and other similar commercial uses. Uses in this district may utilize open storage areas that are screened from public view. The uses envisioned for the district will typically utilize small sites and have operational characteristics that are generally not compatible with residential uses and most other types of nonresidential uses within the city.*

This request is being heard concurrently with an annexation request for the same property. The applicant is that he is requesting annexation and zoning to sell the property. The property is currently being used as the owner’s homestead.

At their meeting on January 24, the Planning & Zoning Commission unanimously voted to recommend approval of the zoning amendment.

At their February 7 meeting, the City Council raised concerns regarding traffic and access to the property. Ultimately, the Council voted to postpone this request to the February 21 meeting.

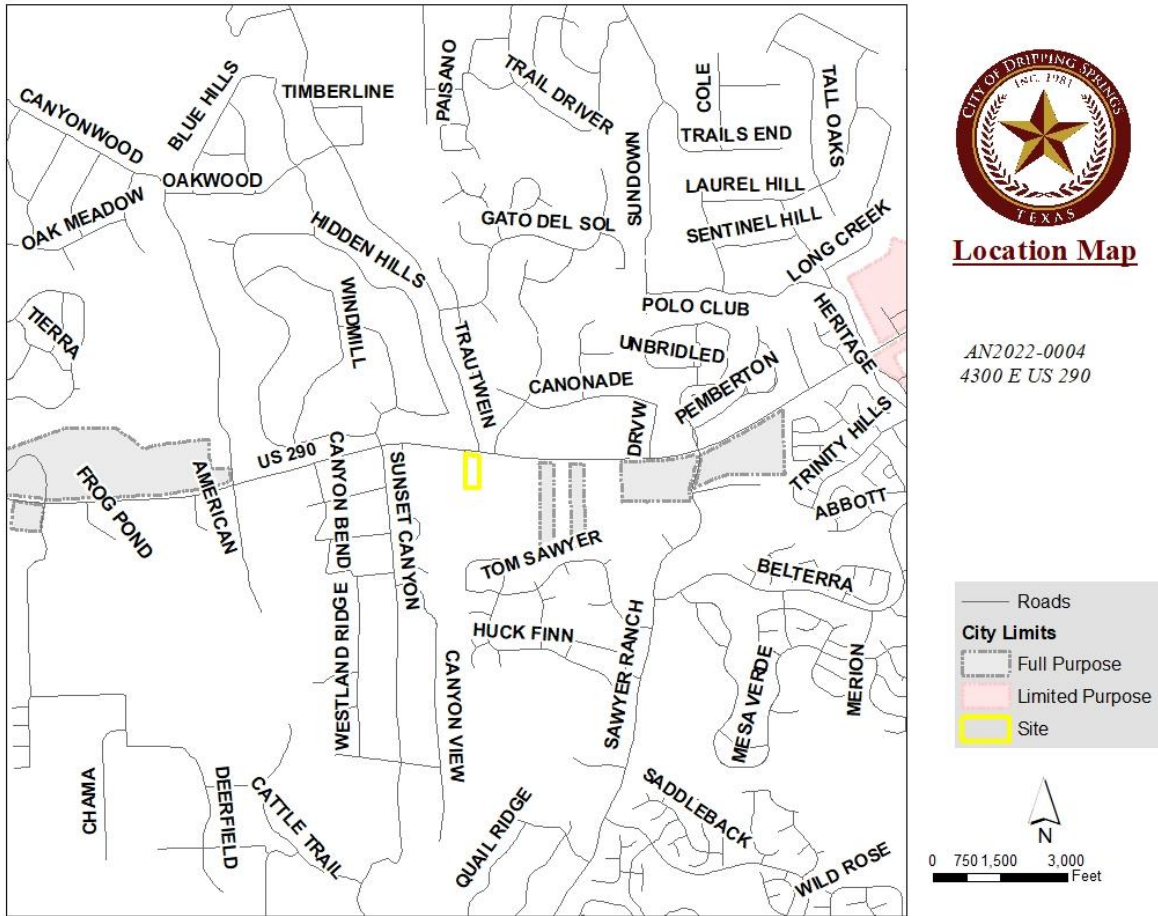
**Analysis**

Based on the adjacent zoning category and land uses, staff finds that the proposed zoning is compatible within the area.

Since the property is currently in the ETJ, staff finds it appropriate to compare ETJ standards with the requested zoning district.

	<b>ETJ</b>	<b>CS</b>	<b>Differences between ETJ &amp; CS</b>
<b>Max Height</b>	Not regulated	2 stories / 40 feet	Restricted 2 stories / 40 feet
<b>Min. Lot Size</b>	.75 acres*	8,000 square feet	0.57 acres less
<b>Min. Lot Width</b>	30 feet	80 feet	50 feet more
<b>Min. Lot Depth</b>	unregulated	100 feet	100 feet
<b>Front/Side/Rear Yard Setbacks</b>	10 feet / 5 feet / 5 feet	25 feet / 15 feet / 25 feet	15 feet / 10feet / 20 feet more
<b>Impervious Cover</b>	35%	70%	35% more

**Surrounding Properties**



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

Direction	Zoning District	Existing Use	Future Land Use
North	ETJ	Wilson AC Appliance	Not identified on the Future Land Use Map
East	ETJ	Homestead	
South	ETJ	Homestead	
West	ETJ	Homestead	

**Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)**

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	This zoning change is consistent with existing development in the area.
2. their relationship to the general area and the City as a whole;	This zoning change would allow for various office / retail uses and is consistent with nearby properties on US 290.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	The property is not within any existing or proposed City Plans.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Land with the same zoning classification has been developing rapidly.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for commercial development will be affected by this proposed amendment.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this zoning amendment would not be significantly different from decisions made involving other similar parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The rezoning does not negatively affect the public health, safety, morals, or general welfare.

**Staff Recommendation**

Staff recommends **approval** of the zoning amendment as presented.

*Planning and Zoning action:*

*2.35.1 Every application or proposal which is recommended for approval or approval with conditions by the P&Z shall be automatically forwarded, along with the P&Z's recommendation, to the city council for setting and holding of public hearing thereon following appropriate public hearing notification, as prescribed in subsection 2.32. The city council may then approve the request, approve it with conditions, or disapprove it by a simple majority vote of the city council members present and voting, except where super majority is required as listed below.*

*2.36.1 After a public hearing is held before the city council regarding the zoning application, the city council may:*

- (a) Approve the request in whole or in part;*
- (b) Deny the request in whole or in part;*
- (c) Continue the application to a future meeting, specifically citing the city council meeting to which it was continued; or*
- (d) Refer the application back to the P&Z for further study.*

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. To date, no letters for or against the request have been received.

**Attachments**

Exhibit 1 – Zoning Amendment Application

Recommended Action:	Staff recommends approval of the request. The Planning & Zoning Commission voted unanimously to recommend approval of the request.
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	Staff received one written response from a neighbor who has concerns with deed restrictions on the property. A separate neighbor spoke in support of the request at the Planning & Zoning Commission meeting.
Enforcement Issues:	N/A



4300 U.S. Highway 290 – Zoning Comment

**From:** Robb Kendrick

**Sent:** Saturday, January 14, 2023 3:55 PM

**To:** Laura Mueller <[lmuel@cityofdrippingsprings.com](mailto:lmuel@cityofdrippingsprings.com)>

**Subject:** Re: Case# ZA2022-0007

Thanks for the response.

I guess if DS grants a commercial zoning to a property that is restricted under its current situation due to deed restrictions that would seem VERY ODD to the average person.

No surprise though since there is no sense to many legal matters as one entity pushes the issue onto others to resolve. The average person sees it clearly.

Appreciate your time and for supporting the idea that such things are many times MURKY.

Robb Kendrick

From: Robb Kendrick

Sent: Friday, January 6, 2023 4:45 PM

To: Laura Mueller <[lmuel@cityofdrippingsprings.com](mailto:lmuel@cityofdrippingsprings.com)>

Cc: Planning <[planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)>

Subject: Case# ZA2022-0007

Hi Laura,

Warlan Rivera directed me to speak to you about the above case that I received notice on.

It is my understanding that this property is restricted from Commercial use via deed restrictions that the owner was aware of when it was purchased.

The only access this owner has is via Longhorn Lane which is a deeded easement for NON-commercial use.

Since this property is restricted and has no other access point how would it be allowed to be zoned Commercial?

Thanks for your assistance.

Robb Kendrick



**DRIPPING SPRINGS**  
Texas

City of Dripping Springs

Item 14.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ZONING/PDD AMENDMENT APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

PROPERTY OWNER NAME DANIEL BESA / PAT BESA  
STREET ADDRESS 4300 E US 290  
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620  
PHONE 512-825-3950 EMAIL Danielbesaprrw@yahoo.com

APPLICANT NAME DANIEL BESA  
COMPANY \_\_\_\_\_  
STREET ADDRESS 141 BELLA CASA LN  
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620  
PHONE 512-825-3950 EMAIL DANIELBESAPRRW@YAHOO.COM

**REASONS FOR AMENDMENT**

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	DANIEL BESA / PAT BESA
PROPERTY ADDRESS	4300 E US 290 DRIPPING SPRINGS, TX
CURRENT LEGAL DESCRIPTION	ABS 575 1 + 6 N RR CO SURVEY 5 AC
TAX ID#	R19497
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	
REQUESTED ZONING/AMENDMENT TO PDD	CS COMMERCIAL SERVICES TRAUTWINE #290.
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	PROPERTY IS ON CORNER OF <del>TRAUTWINE #290</del> . HEAVY COMMERCIAL ALL AROUND AREA. PROPERTY IS BEING TAX AS COMMERCIAL NOW.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \***

*(See attached agreement).*

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


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

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

**APPLICANT'S SIGNATURE**

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

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

DANIEL BESA   
Name

OWNER  
Title

STATE OF TEXAS §

§

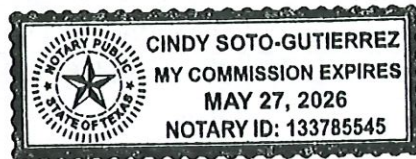
COUNTY OF HAYS §

This instrument was acknowledged before me on the 6<sup>th</sup> day of September,

2022 by Cindy Soto-Gutierrez

  
Notary Public, State of Texas

My Commission Expires: 5.27.26



  
Name of Applicant

## ZONING AMENDMENT SUBMITTAL

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

### CHECKLIST

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

**CITY OF DRIPPING SPRINGS  
ORDINANCE No.**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 5 ACRES FROM AGRICULTURAL DISTRICT (AG) TO COMMERCIAL SERVICES (CS); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

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

**WHEREAS**, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately 5 acres, from Agricultural District (AG) to Commercial Services (CS); and

**WHEREAS**, the City Council recognizes changed conditions and circumstances in the particular location; and

**WHEREAS**, the City Council finds that the zoning change is compatible with the surrounding area and with the City’s Zoning Ordinance and Comprehensive Plan; and

**WHEREAS**, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on August 23, 2022, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS**, after public hearing held by the City Council on September 6, 2022, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

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

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

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

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

One tract of land totaling approximately 3.209 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Agricultural District (AG) to Commercial Services (CS).

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. CHANGE ON ZONING MAP**

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

**6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

**7. PROPER NOTICE & MEETING**

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

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

**CITY OF DRIPPING SPRINGS:**

By: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary



*Attachment "A" Description of Tract*

*Attachment "B"*  
*3.209 acre Property Depiction*

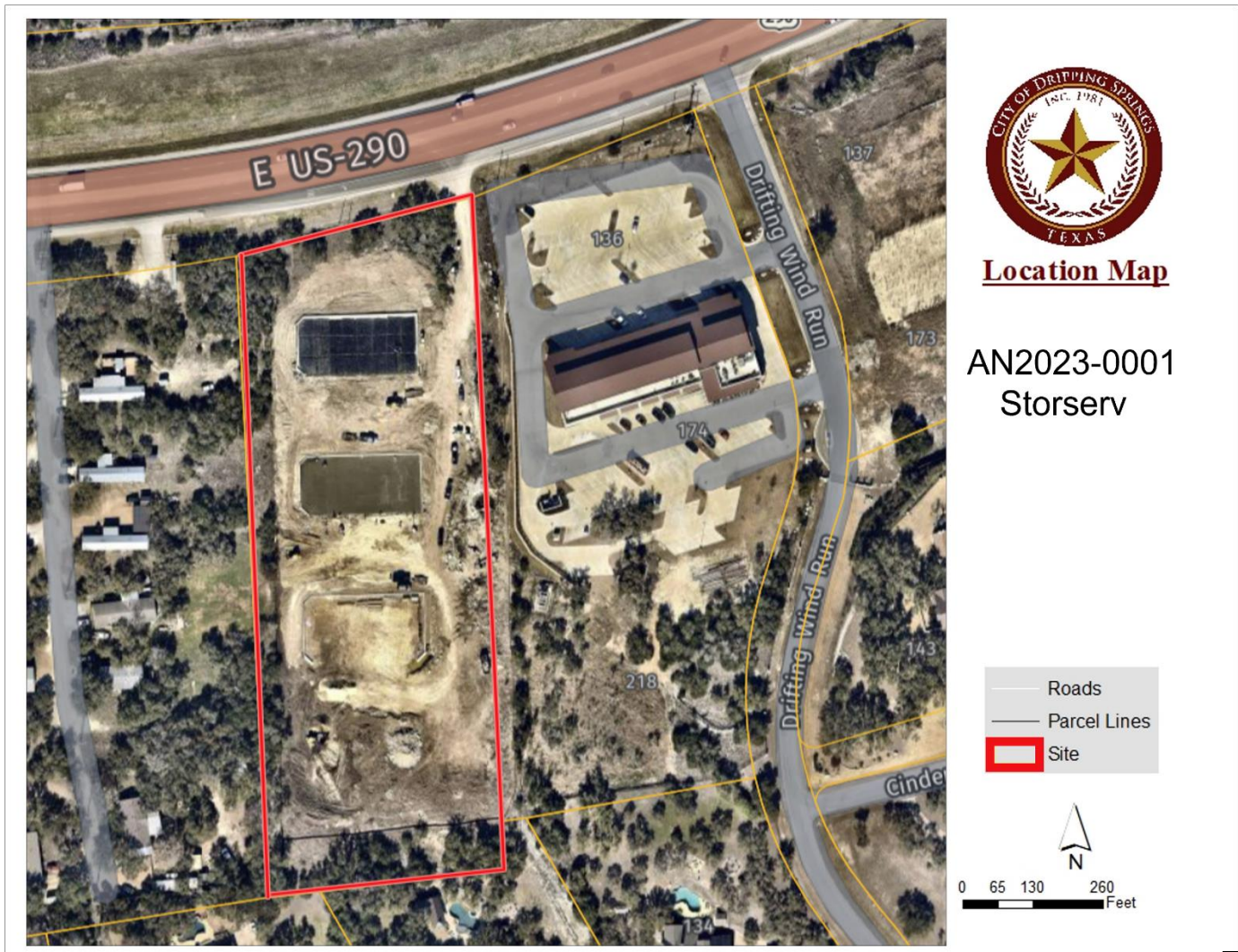


# City Council Planning Department Staff Report

**City Council Meeting:** February 21, 2023  
**Project No:** ANNEX2023-0001  
**Project Planner:** Tory Carpenter, AICP – Planning Director

### Item Details

**Project Name:** Storserv Annexation  
**Property Location:** 1300 E US 290  
**Legal Description:** 5.02 acres out of the C.H. Mallot Survey  
**Applicant:** Victor Ostiguin, Doucet & Associates  
**Property Owners:** Andrea Bursk, AAA Storage Dripping Springs LLC  
**Request:** Request for voluntary annexation and to begin negotiations regarding a service agreement.  
**Recommendation:** Staff recommends acceptance of the annexation petition.



**Overview**

The applicant requests annexation of approximately 5.02 acres of land which is currently in the City’s ETJ. The applicant also applied for a zoning amendment for “CS,” Commercial Services. The property is currently be developed as a self storage facility.

**Annexation and Zoning Schedule**

February 21, 2023 – City Council authorized staff to negotiate the services agreement and proceed with annexation.

March 28, 2023 – The Planning & Zoning Commission conducted a public hearing and voted unanimously to recommend approval of the zoning amendment to CS.

April 4, 2023 – City Council will hold a public hearing, consider an annexation ordinance, and consider the municipal services agreement for annexation of the property.

April 4, 2023 – If annexation is approved, City Council will conduct a public hearing and consider the proposed zoning designation of CS.

**Public Notification**

None required at this time, but notice will be published for the annexation Public Hearing, as well as the proposed rezoning in accordance with the City’s Code of Ordinances, as well as State Law if the City Council votes to accept the petition for annexation.

**Annexation Benefits & Detriments**

**Benefits to the City for Annexation:**

- Landscaping Ordinance Applies
- Lighting Ordinance Applies
- Land Use Control
- Compliance with Building Codes

**Detriments to the City for Annexation**

- Properties in the corporate limits are afforded an increase in impervious cover (70% vs 35%)

**ETJ Annexation Comparison**

	<b>ETJ</b>	<b>City Limits (CS)</b>
<b>Impervious Cover</b>	35%	70%
<b>Landscaping</b>	Does not apply	Applies
<b>Lighting Ordinance</b>	Does not apply (unless variance requested)	Applies
<b>Land Use Control</b>	None	Limited to Commercial Services

## Attachments

### Exhibit 1: Annexation Request

Recommended Action:	Staff recommends acceptance of the annexation petition.
Alternatives/Options:	Refusal of the proposed annexation petition.
Budget/Financial Impact:	None calculated at this time, however, those properties in the city limits could be subject to property taxes depending on ownership.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A



**DRIPPING SPRINGS**  
Texas

**City of Dripping Springs**

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ANNEXATION APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

**PROPERTY OWNER NAME** Mr. Andrew Bursk A-A-A Storage Dripping Springs, LLC

**STREET ADDRESS** 4203 Spinnaker Cove

**CITY** Austin **STATE** Texas **ZIP CODE** 78731

**PHONE** 512-452-7789 **EMAIL** storserv@austin.rr.com

**APPLICANT NAME** Victor Ostiguin, P.E.

**COMPANY** Doucet & Associates, Inc.

**STREET ADDRESS** 7401B Hwy. 71 W., Ste. 160

**CITY** Austin **STATE** Texas **ZIP CODE** 78735

**PHONE** 512-566-4076 **EMAIL** vostiguin@doucetengineers.com

**TYPE OF ANNEXATION APPLICATION**

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

## PROPERTY INFORMATION

PROPERTY OWNER NAME	A-A-A Storage Dripping Springs, LLC
PROPERTY ADDRESS	1300 E. U.S. Highway 290 Dripping Springs, Hays County, Texas
CURRENT LEGAL DESCRIPTION	5.02 Acre Tract Out Of The C H Mallot Survey No 299, ABS. 693
TAX ID#	R85428
CURRENT LAND USE	ETJ
REQUESTED ZONING	Commercial Services
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	To annex the subject site into city limits along with rezoning the site to Commercial Services.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The project consists of 5 Storage Buildings and an Office Building Totaling 34,600 Sq. Ft on a 5.02 Acre Site with associated Parking, Water Quality, and Utility Improvements.

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Document #22038565)

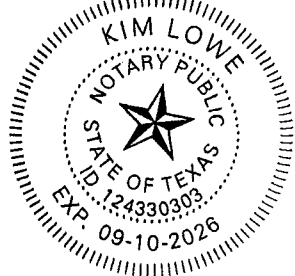
A-A-A Storage Dripping Springs, LLC  
Name By: AAA Storage LLC, its GM  
President  
\_\_\_\_\_  
Title

STATE OF TEXAS §  
TRAVIS §  
COUNTY OF ~~HAYS~~ §

This instrument was acknowledged before me on the 13 day of December 2022 by John Muhich, President, AAA Storage, LLC, general manager of AAA Storage Dripping Springs LLC, on behalf of said company.  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: 9/10/2026

John Muhich - [Signature]  
Name of Applicant





**ANNEXATION APPLICATION SUBMITTAL**

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

C. N. B.  
Applicant Signature

11/8/2022  
Date

**CHECKLIST**

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
		<u>PDF/Digital Copies of all submitted Documents</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign - ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any Agreements with City including Utility or Development ( <i>if applicable</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district



## SIGN VARIANCE REQUEST REVIEW

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Date: 21 February, 2023

Project: HTeaO  
12680 W. Highway 290  
Austin, TX 78737

Applicant: Christie Sanders

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

Variance Requests: Exceed the maximum square footage for window signs.

---

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

---

HTeaO is located in the Shops at Ledgestone. The applicant requests a variance permitting window signs to exceed the maximum square footage allowed by the sign ordinance. The sign ordinance allows the following:

### Sec 26.02.004: Commercial Districts

(2) Types of signs allowed without a permit.

(B) Window signs. A business may have a total signable area of window signs that shall not exceed 24 square feet for each business. A business where the business is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed 48 square feet. The total signable

area of the window signs do not count towards the cumulative total signable area allowed. A single-unit property with a drive-through shall not exceed 48 square feet of total signable area.

Due to being on the corner of Ledgestone Drive and Hwy 290, HTeaO qualifies for a total window signable area of 48 square feet. HTeaO is requesting a total of 192 square feet of window signs, a 4X increase.

HTeaO has two externally lit menu boards and two wall signs, each wall sign is 37.2 square feet, approximately half the signable area allowed for a wall sign. HTeaO omitted their monument sign and variance request for an additional wall sign.

The variance requests relate to the consideration for granting variances as follows:

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

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.  
 Applicable  Not Applicable

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.  
 Applicable  Not Applicable

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.  
 Applicable  Not Applicable

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.  
 Applicable  Not Applicable

(5) The sign and its supporting structure should be in architectural harmony with the surrounding structures.  
 Applicable  Not Applicable

(6) Mitigation measures related to the sign in question or other sign on the same premises.  
 Applicable  Not Applicable

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.  
 Applicable  Not Applicable

(8) The stage at which the variance is requested. The city will be more inclined to consider a

variance request when it is sought during an earlier stage of the construction approval process, for instance, when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan.

Applicable       Not Applicable

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

Applicable       Applicable       Not Applicable

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

Applicable       Not Applicable

**Approval/Recommendations/Conditions**

Of the ten considerations for granting a variance, only one was met. No special or unique hardship exists. No measures were taken to mitigate the impact of the variance. Recommend disapproval.

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

Respectfully Submitted,

*Michelle Fischer*  
Sign Administrator

*Shane Pevehouse*  
Building Official

Received on/by:

Date, initials



**APPLICATION FOR AN  
ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER**

Project Name: HTeaO

Project Address/Legal Description: 12680 W Hwy 290, Austin, Tx. 78737

Project Applicant Name: Christie Sanders

Mailing Address: 4 Long Creek Rd  
Austin, Tx. 78737

Email Address: msanders@pdg.net

Phone Number: 832-689-9974

Owner's Name (if different from Applicant): Michael and Christie Sanders

Mailing Address: 4 Long Creek Rd  
Austin, Tx. 78737

Email Address: msanders@pdg.net

Phone Number: 832-689-9974

Type of Application (check box):

- Alternative Standard
- Special Exception
- Variance
- Waiver

Description of request & reference to section of the Code of Ordinances applicable to request: In reference to 26.02.004 2.B, we are requesting a variance for window skims.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested: We are a new brand and the HTeaO stores normally have a marquee sign to tell more about what is offered. The windows kims would do that for us, since there is no marquee.

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

**Submittal Checklist:**

- Signed and Completed Application
- Required Fee Paid \$ \_\_\_\_\_  
*reference online Master Fee Schedule for more details*
- Billing Contact Form

**Exhibits**

- Photographs
- Map/Site Plan
- Architectural Elevation
- Other: \_\_\_\_\_

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

- Pick up Public Notice Sign, \$100 deposit

*All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete.*

***Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received. By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:***

Christie Sanders  
Signature of Applicant

1/23/23  
Date

Christie Sanders  
Signature of Owner (or attached letter of consent)

1/23/23  
Date

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

Christie Sanders  
Name

Owner  
Title

STATE OF TEXAS §

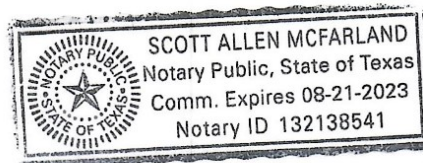
COUNTY OF HAYS §

This instrument was acknowledged before me on the 23 day of JANUARY, 2023 by Christie Sanders.

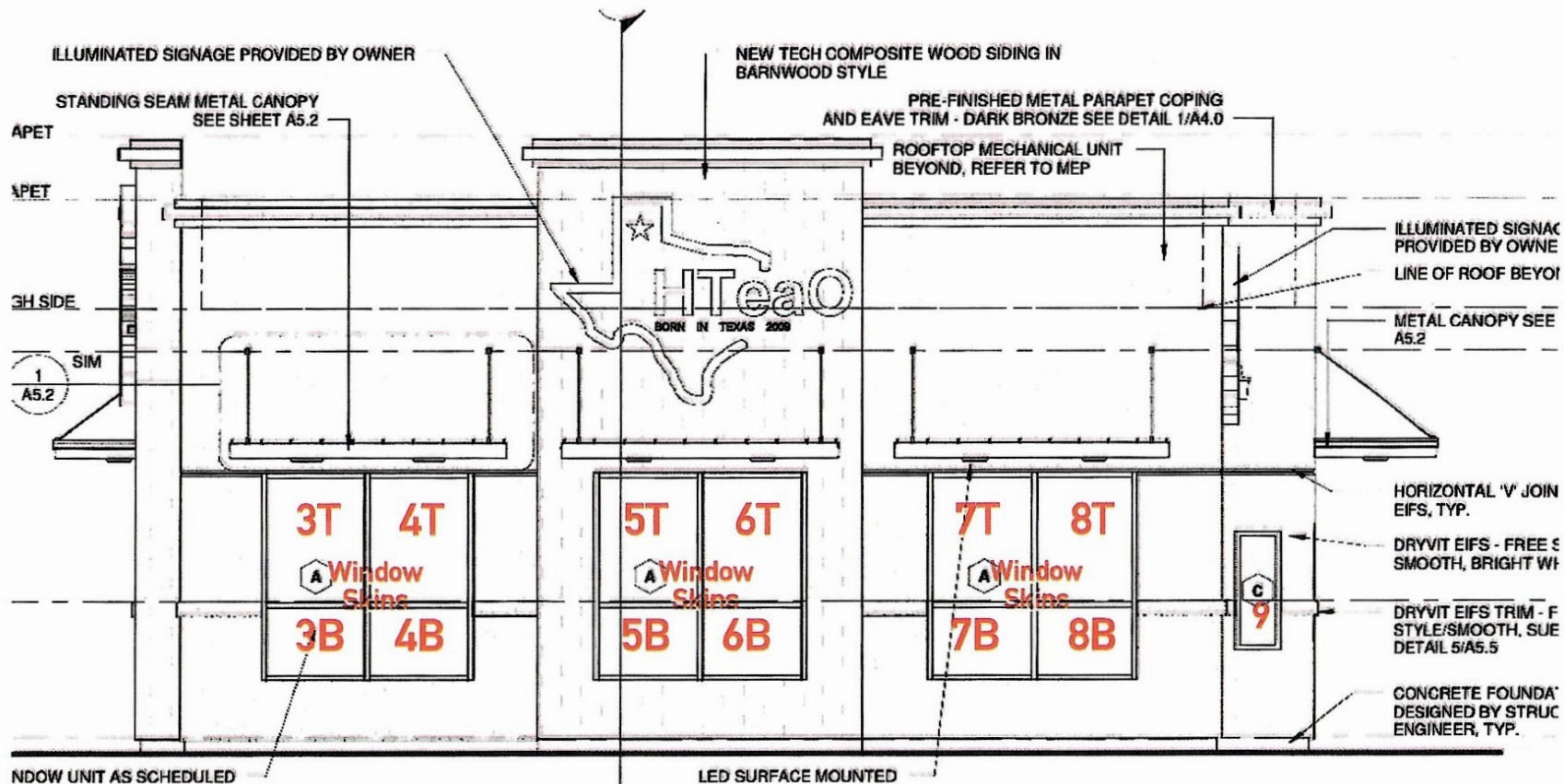
[Signature]  
Notary Public, State of Texas

My Commission Expires: 8-21-23

Christie Sanders  
Name of Applicant



# Store Side



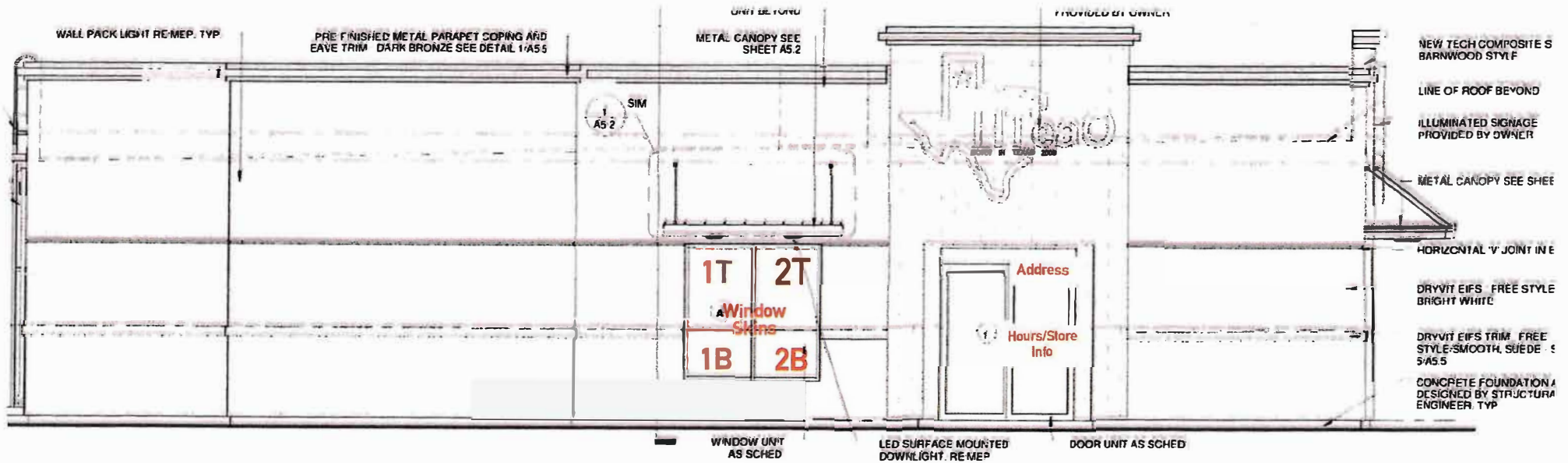
Please verify all city codes with window skins. Each window will be fully covered with Perforated vinyl on the exterior of the windows. Attach any city ordinance restrictions to the email.

*See Email*

Initials: MDS



# Store Front



**1 FRONT ELEVATION**  
SCALE 1/8"=1'-0"

See Email on 48 sq ft

Initials: MAS











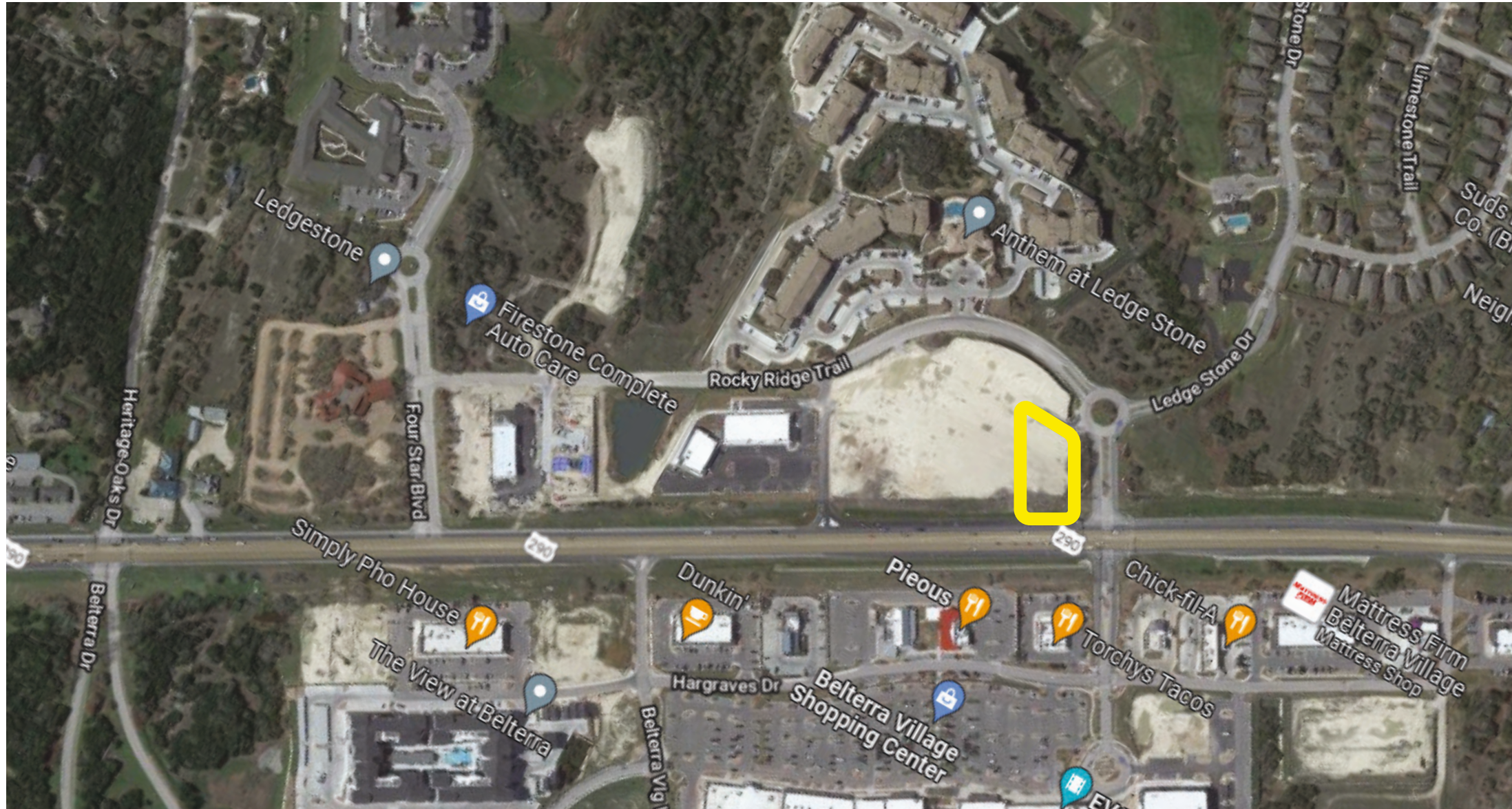
SEMS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMING - 3D RENDERING - LED DISPLAY  
 STRUCTURAL SIGNWORKS - SIGN INSTALLATION

ACM HUB, LLC  
 DBA  
**TITAN SIGN COMPANY**  
 ELECTRICAL LICENSE  
**SEC #37286**  
 SIGN LICENSE  
**SSC #18454**  
 MAIN: (210) 202-0123  
 FAX: (800) 515-1046  
[TitanSignCompany.com](http://TitanSignCompany.com)

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LOCATION



SHEET TITLE

PROJECT

SCALE  
 AS NOTED

DATE  
 08/26/22

REVISION DATE

1	-/-/-
2	-/-/-

PERMIT SET

SHEET NO.

350



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint:  
 Admin: Marie Cuellar

Design Leader: Kat Sullon  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit



SIGN LOCATION

SHEET TITLE

PROJECT

SCALE  
 AS NOTED

DATE  
 08/26/22

REVISION DATE

1 - / - / -

2 - / - / -

PERMIT SET

SHEET NO.

351

DISTANCE  
 TO PROPERTY LINE

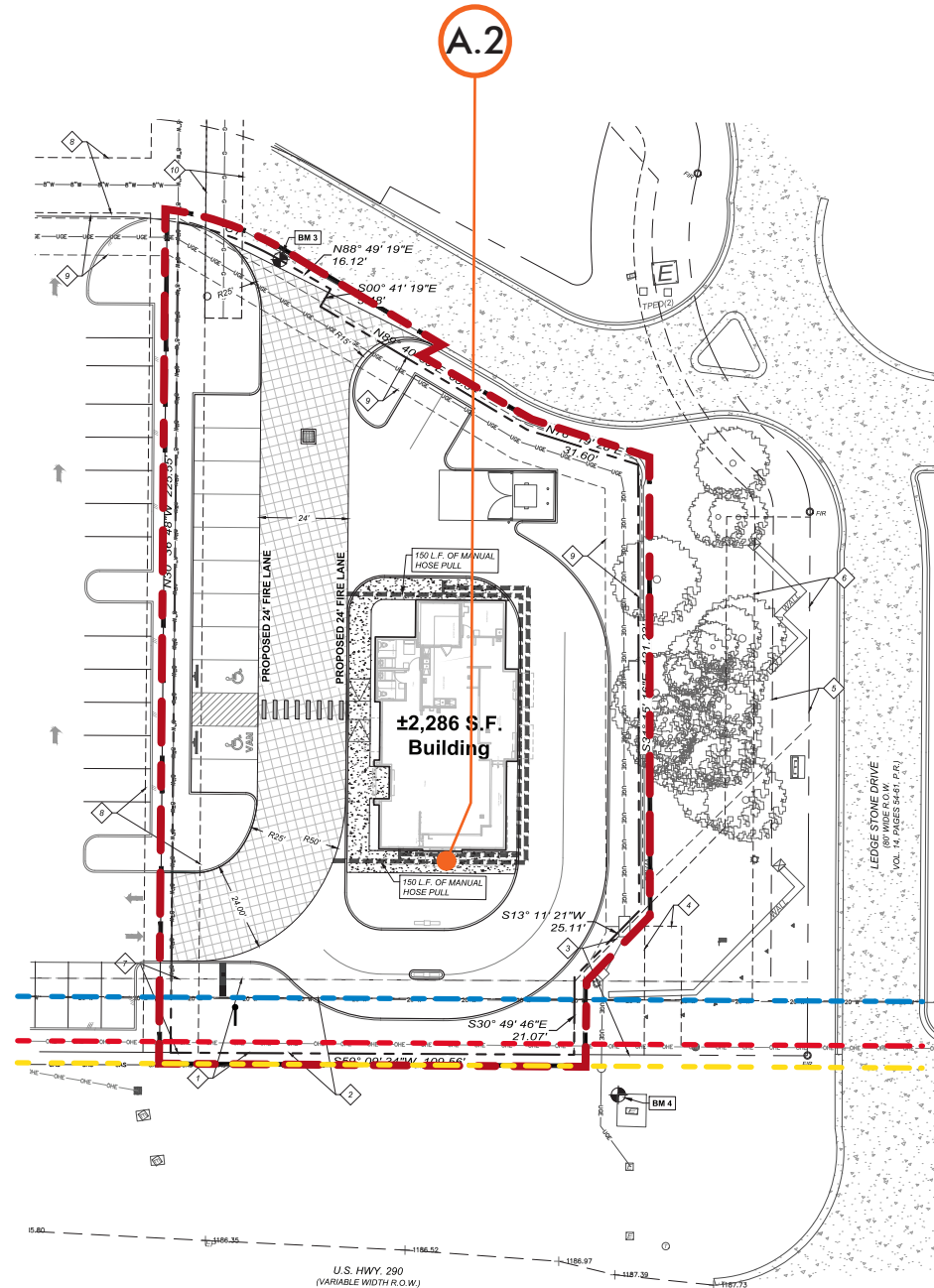
A.2 CHANNEL LETTER 53'

UTILITY

Electric Line

Water Line

Gas Line



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint:  
 Admin: Marie Cuellar

Design Leader: Kat Sullon  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit



SIGNS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMING - 3D RENDERING - LED DISPLAY  
 STRUCTURAL ENGINEERING - CNC - INSTALLATION

ACM HUB, LLC  
 DBA

TITAN SIGN COMPANY

ELECTRICAL LICENSE

SEC #37286

SIGN LICENSE

SSC #18454

MAIN: (210) 202-0123  
 FAX: (800) 515-1046

TitanSignCompany.com

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CHANNEL LETTER

SHEET TITLE

PROJECT

SCALE

AS NOTED

DATE

08/26/22

REVISION DATE

1 -/-/-

2 -/-/-

PERMIT SET

SHEET NO.

352

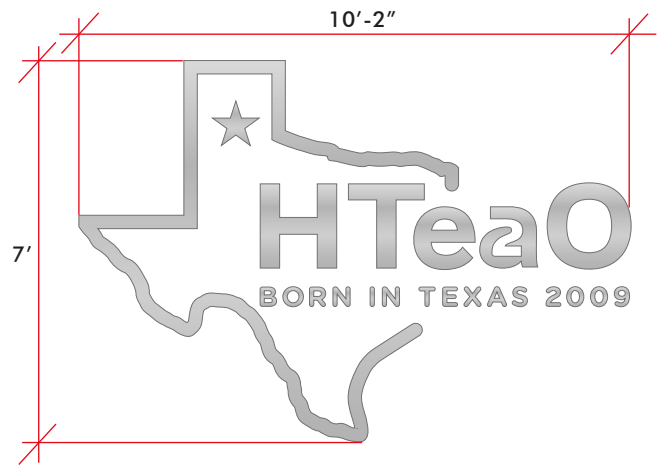
A.2



TOTAL BUILDING SQ FT 685.9

SOUTH ELEVATION

A.2



A.2

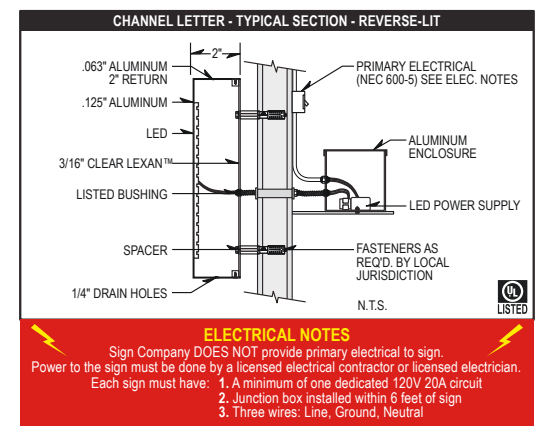
Reverse Lit Channel Letters w/ LED, Individually Mounted, Remote Transformers • Front View  
 For Permit

INTERNALLY ILLUMINATED REVERSE LIT CHANNEL LETTERS

- QUANTITY: ONE (1)
- Overall Height: 7'
- Overall Length: 10'- 2"
- Total Sq.Ft.: 71.1
- Face/Returns: Aluminum Finish
- Backs: Clear Lexan Backs
- Illumination: White premium LED

- NOTES:
- Individually Mounted
  - WHITE interiors for increased illumination

"BORN IN TEXAS 2009" Non Illuminated Flush Mounted FCO Letters



**ELECTRICAL NOTES**  
 Sign Company DOES NOT provide primary electrical to sign.  
 Power to the sign must be done by a licensed electrical contractor or licensed electrician.  
 Each sign must have:  
 1. A minimum of one dedicated 120V 20A circuit  
 2. Junction box installed within 6 feet of sign  
 3. Three wires: Line, Ground, Neutral



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint:  
 Admin: Marie Cuellar

Design Leader: Kat Sullon  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit



DISTANCE  
TO PROPERTY LINE

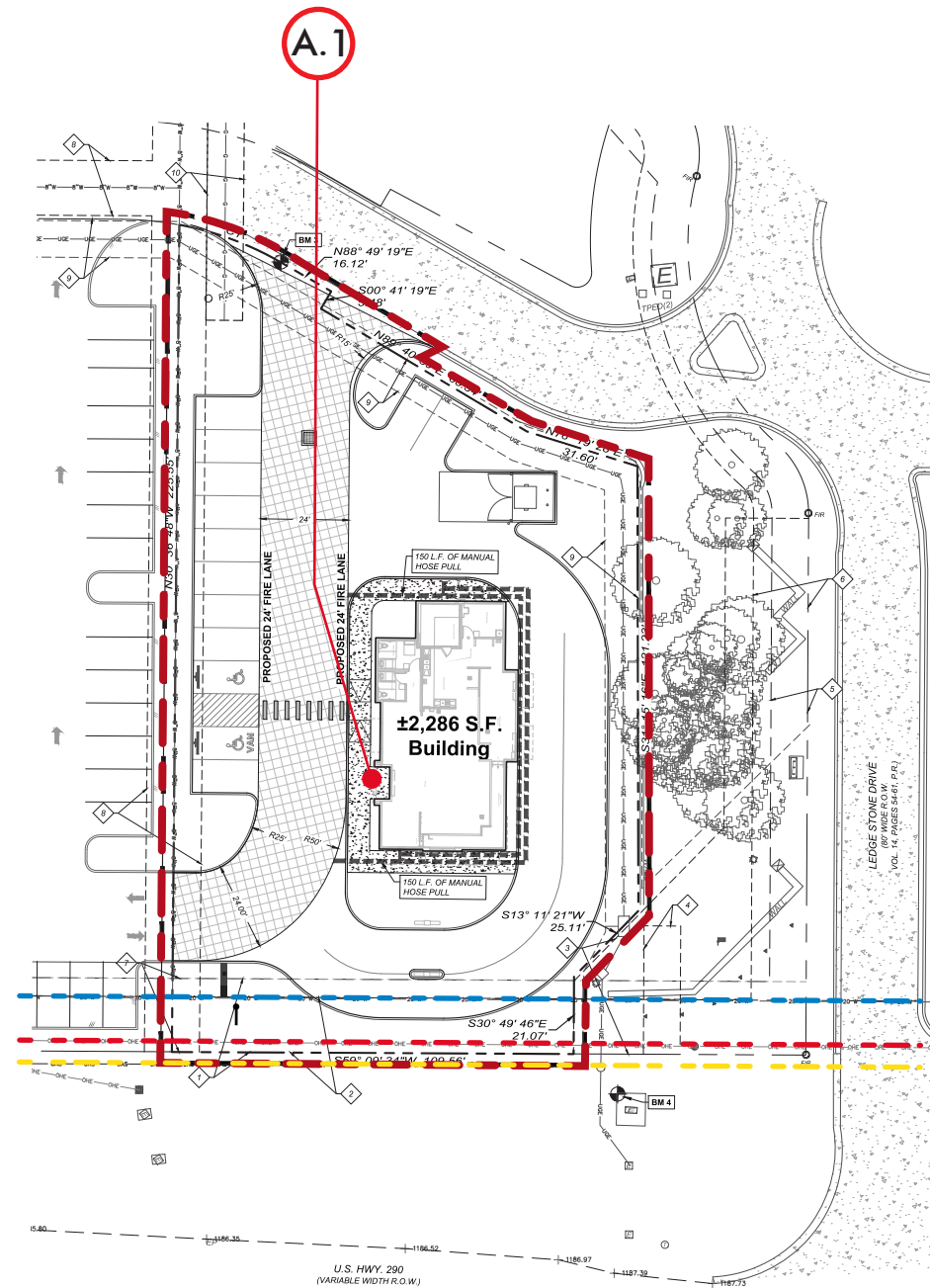
**A.1** CHANNEL LETTER 56'

UTILITY

Electric Line

Water Line

Gas Line



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
Assist Project Mgr: Victor Martins  
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Design Coord:  
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Design View

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General Contractor: NA

Pantone Color Schematic:

DRAWING

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Date:

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SIGNS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMING - 3D RENDERING - LED DISPLAY  
 STRUCTURAL ENGINEERING - CNC - INSTALLATION

ACM HUB, LLC  
 DBA

TITAN SIGN COMPANY

ELECTRICAL LICENSE

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MAIN: (210) 202-0123

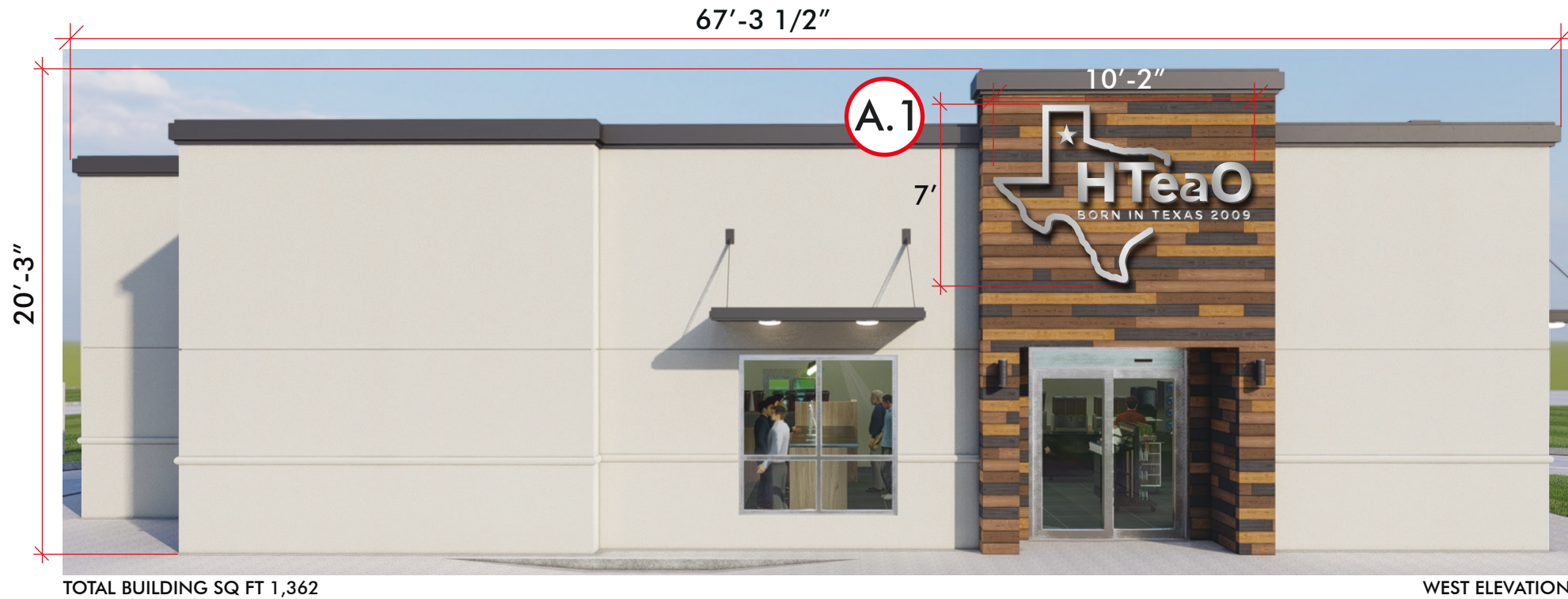
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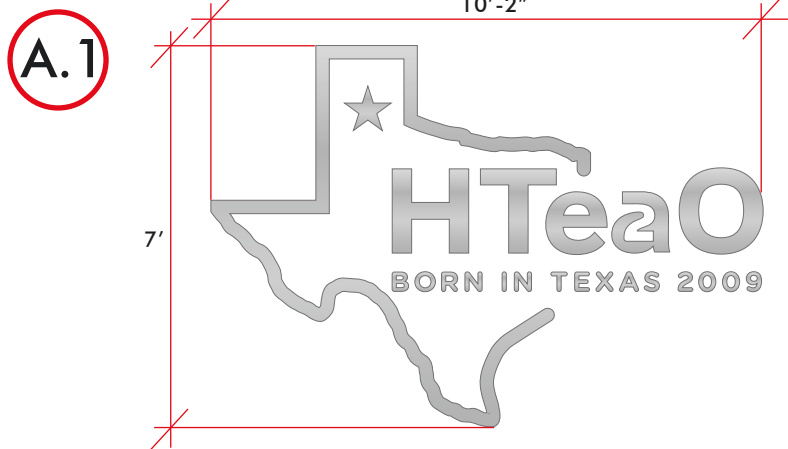


CHANNEL LETTER



TOTAL BUILDING SQ FT 1,362

WEST ELEVATION



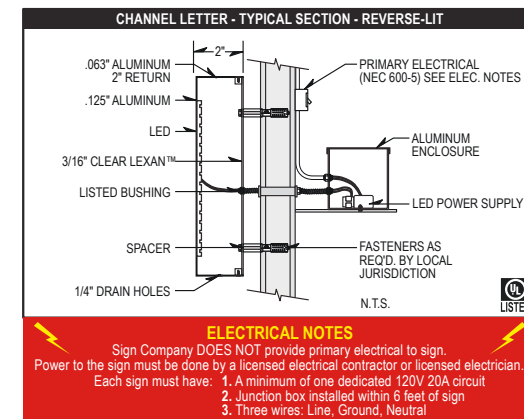
**A.1** Reverse Lit Channel Letters w/ LED, Individually Mounted, Remote Transformers • Front View For Permit

**INTERNALLY ILLUMINATED REVERSE LIT CHANNEL LETTERS**

**QUANTITY:** ONE (1)  
**Overall Height:** 7'  
**Overall Length:** 10'- 2"  
**Total Sq.Ft.:** 71.1  
**Face/Returns:** Aluminum Finish  
**Backs:** Clear Lexan Backs  
**Illumination:** White premium LED

**NOTES:**  
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“BORN IN TEXAS 2009” Non Illuminated Flush Mounted FCO Letters



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- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

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Design Leader: Kat Sullon  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit

SHEET TITLE

PROJECT

SCALE  
 AS NOTED

DATE  
 08/26/22

REVISION DATE

1 -/-/-

2 -/-/-

PERMIT SET

SHEET NO.

354



SIGNS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMING - 3D RENDERING - LED DISPLAY  
 STRUCTURAL ENGINEERING - ONE - INSTALLATION  
 ACM HUB, LLC  
 DBA  
**TITAN SIGN COMPANY**  
 ELECTRICAL LICENSE  
**SEC #37286**  
 SIGN LICENSE  
**SSC #18454**  
 MAIN: (210) 202-0123  
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SIGN LOCATION

SHEET TITLE

PROJECT

SCALE  
AS NOTED

DATE  
08/26/22

REVISION DATE

1	-/-/-
2	-/-/-

PERMIT SET

SHEET NO.

355

DISTANCE TO PROPERTY LINE

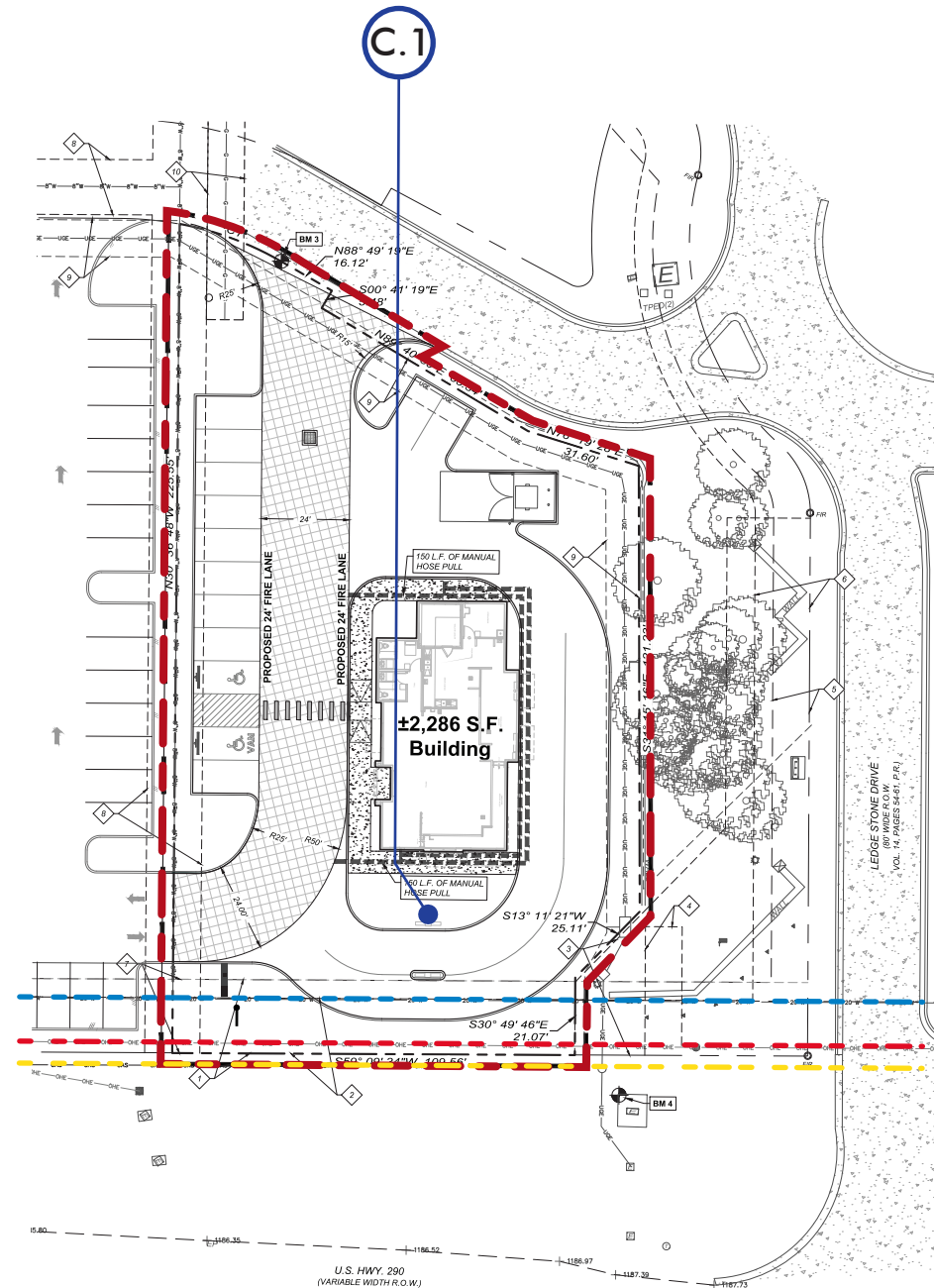
**C.1** MENU SIGN 38'

UTILITY

Electric Line

Water Line

Gas Line



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
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 Fabrication Mgr: Elizabeth Wright  
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 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

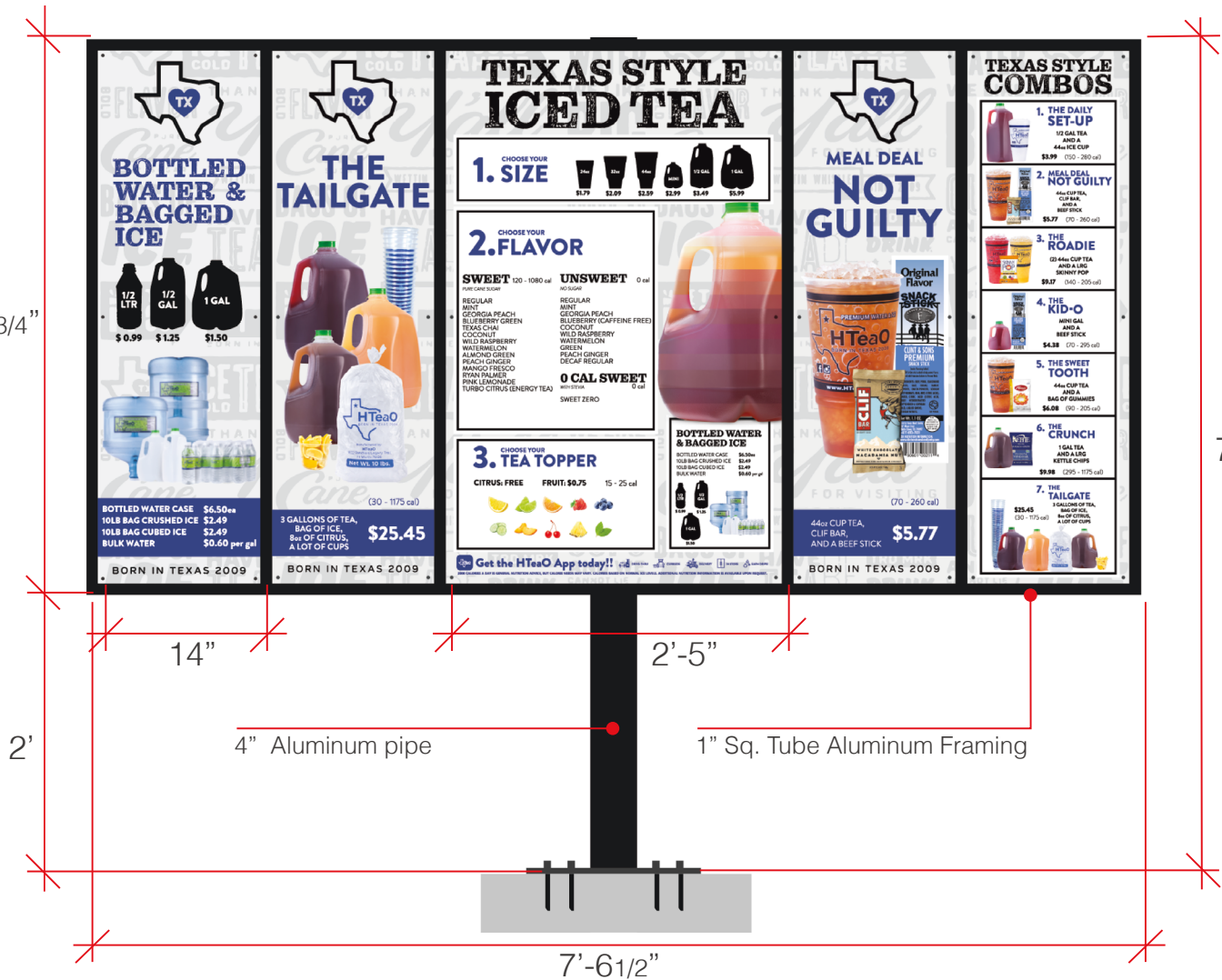
Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit

SEMS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMING - 3D RENDERING - LED DISPLAY  
 STRUCTURAL ENGINEERING - CNC - INSTALLATION  
 ACM HUB, LLC  
 DBA  
**TITAN SIGN COMPANY**  
 ELECTRICAL LICENSE  
**SEC #37286**  
 SIGN LICENSE  
**SSC #18454**  
 MAIN: (210) 202-0123  
 FAX: (800) 515-1046  
 TitanSignCompany.com

C.1

3'-11 3/4"



C.1

Externally Illuminated Menu Sign

For Permit

**QUANTITY:** ONE (1)  
**Overall Height:** 7'-3"  
**Menu Height:** 5'-0 3/4"  
**Menu Length:** 7'-6 1/2"  
**Total Sq.Ft.:** 30.0  
**Face:** .125" Aluminum  
**Framming:** 1" Sq. Tube Aluminum Framing  
**Pole:** 4" aluminum pipe  
**Menu board:** 3/16" PVC

**NOTES:**  
 • The structure must be painted black

**ULTIMATE SHEAR (IN CONCRETE)**

Anchor Diameter	Embedment Depth	Concrete Compressive Strength
5/16"	1-3/4"	3,000 psi
3/8"	2-1/2"	5,955 lbs. 10% higher than wedge 28% higher than sleeve
1/2"	3"	11,960 lbs. equal to wedge 22% higher than sleeve

**QTY: 6**

MENU SIGN

SHEET TITLE

PROJECT

SCALE  
AS NOTED

DATE  
08/26/22

REVISION DATE  
 1 -/-/-  
 2 -/-/-

PERMIT SET

SHEET NO.  
356



Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint:  
 Admin: Marie Cuellar

Design Leader: Kat Sullon  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:  
**DRAWING**

Signature:  
 Date:

Approved as Submitted  
 Approved / Revise as Noted  
 Rejected / Re-Submit  
 Waiting on Permit



SIGNS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMING - 3D RENDERING - LED DISPLAY  
 STRUCTURAL ENGINEERING - ONE INSTALLATION

ACM HUB, LLC  
 DBA

TITAN SIGN COMPANY

ELECTRICAL LICENSE

SEC #37286

SIGN LICENSE

SSC #18454

MAIN: (210) 202-0123

FAX: (800) 515-1046

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SIGN LOCATION

SHEET TITLE

PROJECT

SCALE  
 AS NOTED

DATE  
 08/26/22

REVISION DATE

1 - / - / -

2 - / - / -

PERMIT SET

SHEET NO.

357

DISTANCE  
 TO PROPERTY LINE

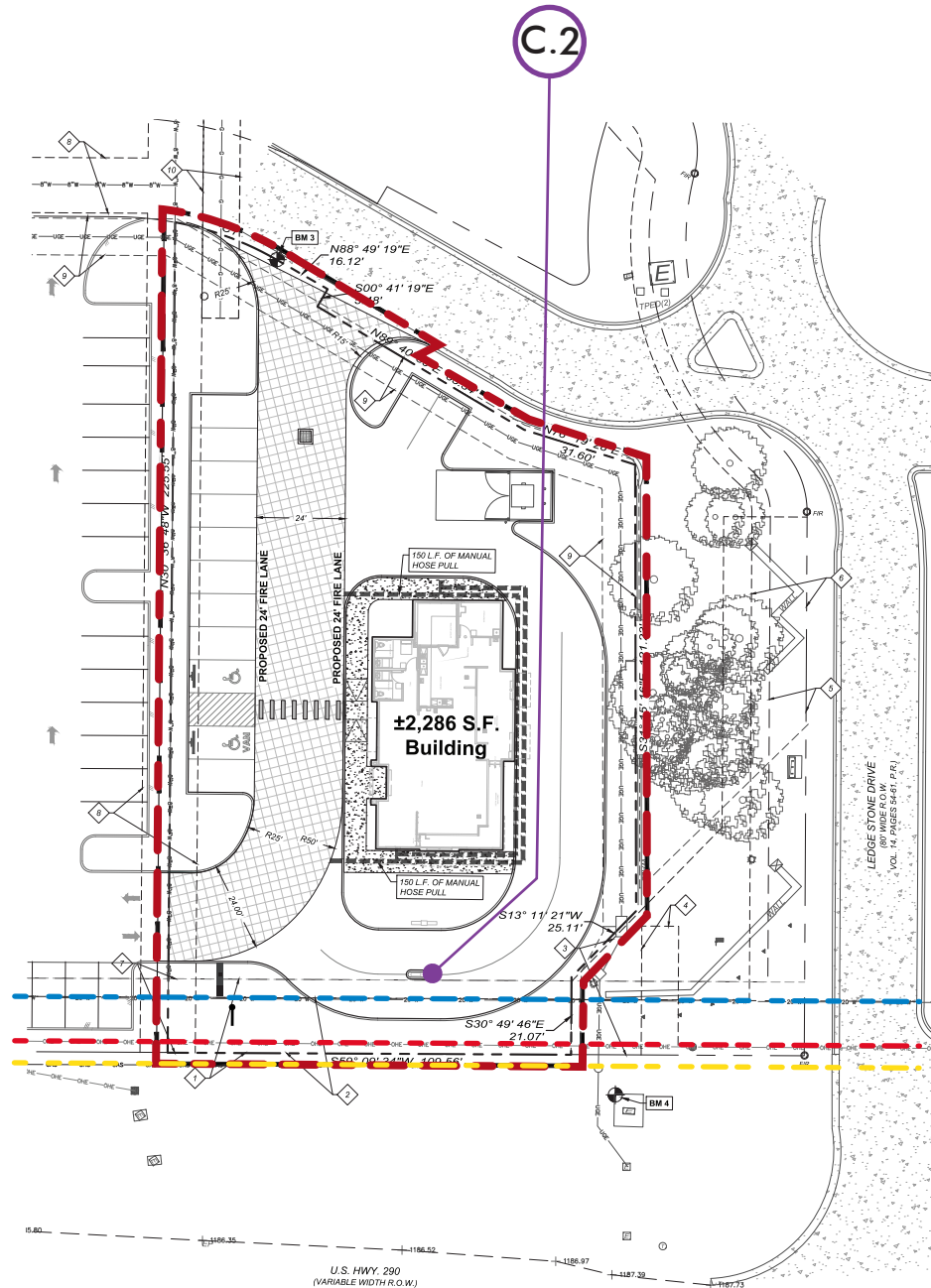
C.2 MENU SIGN 24'

UTILITY

Electric Line

Water Line

Gas Line



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint:  
 Admin: Marie Cuellar

Design Leader: Kat Sullon  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

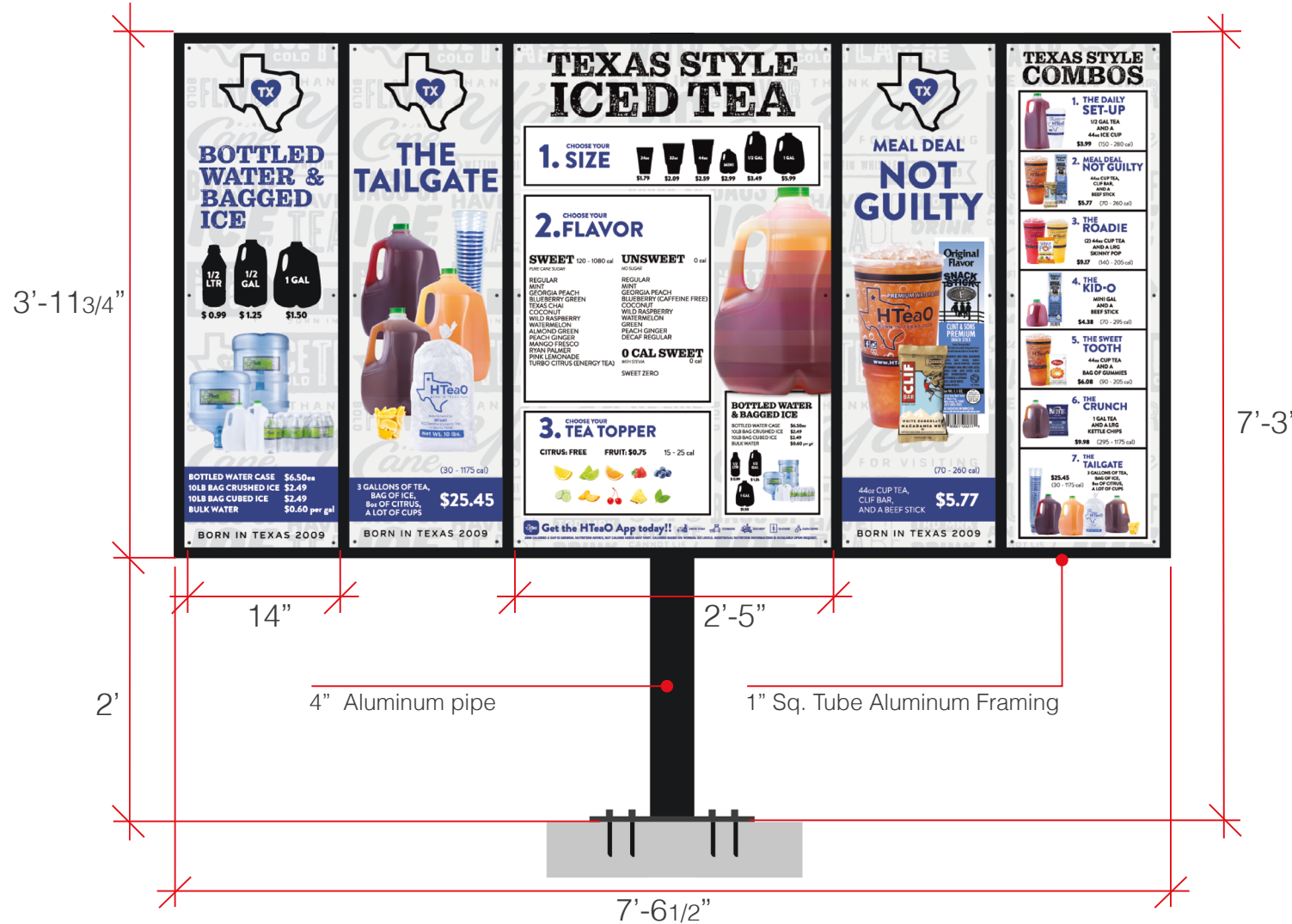
DRAWING

Signature:

Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit

C.2



C.2

Externally Illuminated Menu Sign  
For Permit

QUANTITY: ONE (1)  
 Overall Height: 7'-3"  
 Menu Height: 5'-0 3/4"  
 Menu Length: 7'-6 1/2"  
 Total Sq.Ft.: 30.0  
 Face: .125" Aluminum  
 Framing: 1" Sq. Tube Aluminum Framing  
 Pole: 4" aluminum pipe  
 Menu board: 3/16" PVC

NOTES:  
 • The structure must be painted black

ULTIMATE SHEAR (IN CONCRETE)

Anchor Diameter	Embedment Depth	Concrete Compressive Strength
5/16"	1-3/4"	3,000 psi
3/8"	2-1/2"	5,955 lbs. 10% higher than wedge 28% higher than sleeve
1/2"	3"	11,960 lbs. equal to wedge 22% higher than sleeve

QTY: 6

Item 16.  
 SIGNS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMING - 3D RENDERING - LED DISPLAY  
 STRUCTURAL MODIFICATIONS - CASE INSTALLATION  
 ACM HUB, LLC  
 DBA  
**TITAN SIGN COMPANY**  
 ELECTRICAL LICENSE  
**SEC #37286**  
 SIGN LICENSE  
**SSC #18454**  
 MAIN: (210) 202-0123  
 FAX: (800) 515-1046  
 TitanSignCompany.com

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MENU SIGN

SHEET TITLE
PROJECT
SCALE AS NOTED
DATE 08/26/22
REVISION DATE
1 - /-/-
2 - /-/-

PERMIT SET  
 SHEET NO.  
 358



Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint: Admin: Marie Cuellar

Design Leader: Kat Sullon  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:  
**DRAWING**

Signature:  
 Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit



SIGNS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMING - 3D RENDERING - LED DISPLAY  
 STRUCTURAL MODIFICATIONS - ONE - INSTALLATION

ACM HUB, LLC  
 DBA

TITAN SIGN COMPANY

ELECTRICAL LICENSE

SEC #37286

SIGN LICENSE

SSC #18454

MAIN: (210) 202-0123  
 FAX: (800) 515-1046

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SIGN LOCATION

SHEET TITLE

PROJECT

SCALE  
 AS NOTED

DATE  
 12/08/22

REVISION DATE

1 -/-/-

2 -/-/-

PERMIT SET

SHEET NO.

359

DISTANCE  
 TO PROPERTY LINE

**B.1** MONUMENT SIGN 23'

SET BACK  
 FROM HWY 290

**B.1** MONUMENT SIGN 72'

SET BACK  
 FROM LEDGE STONE DR.

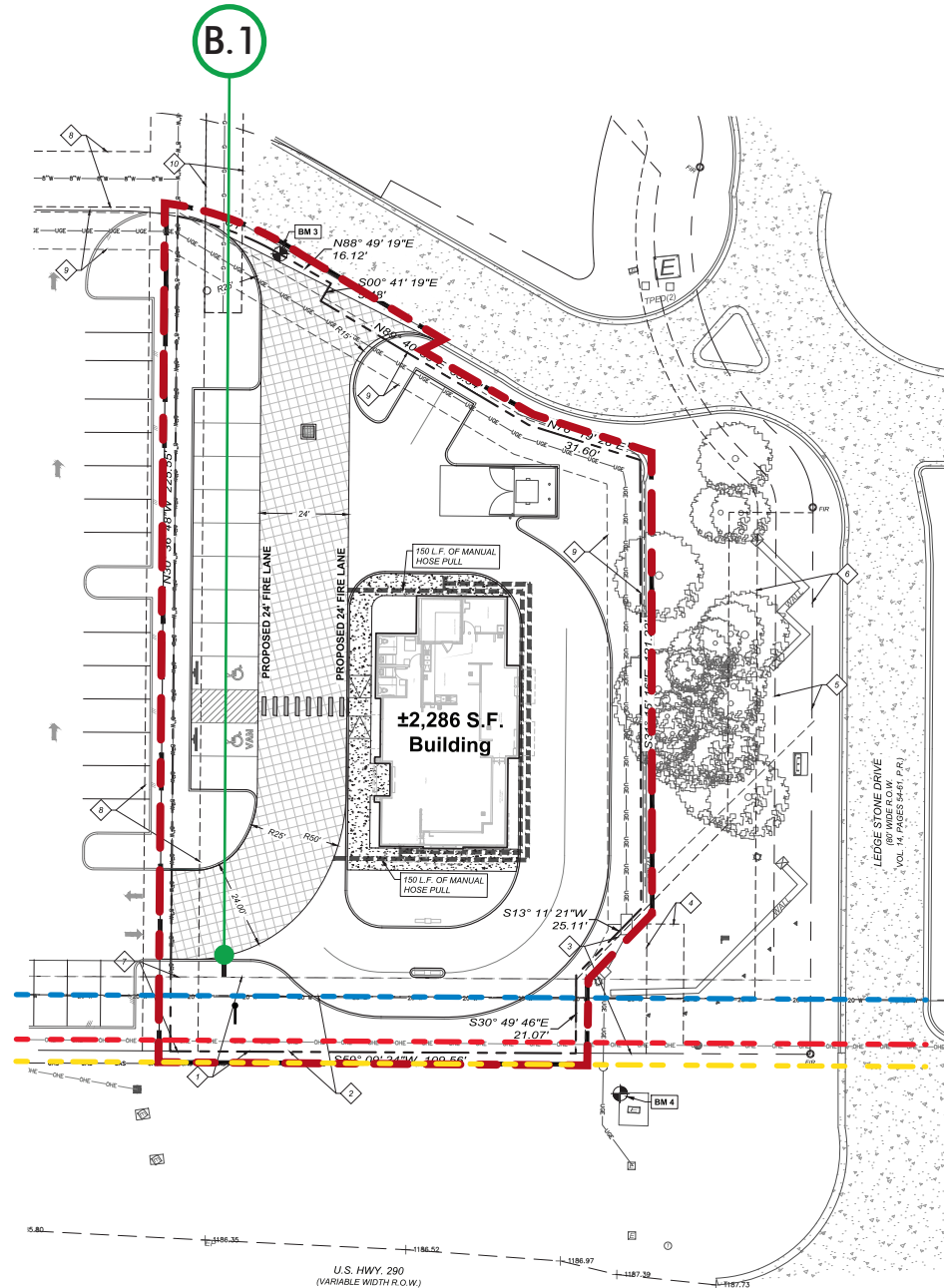
**B.1** MONUMENT SIGN 169'

UTILITY

Electric Line

Water Line

Gas Line



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint:  
 Admin: Marie Cuellar

Design Leader: Mauro Jaspe  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

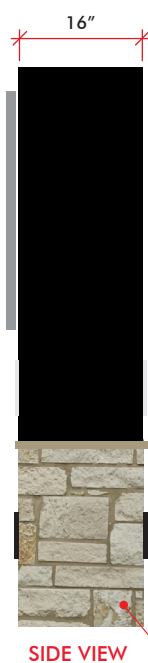
Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit

**B.1**



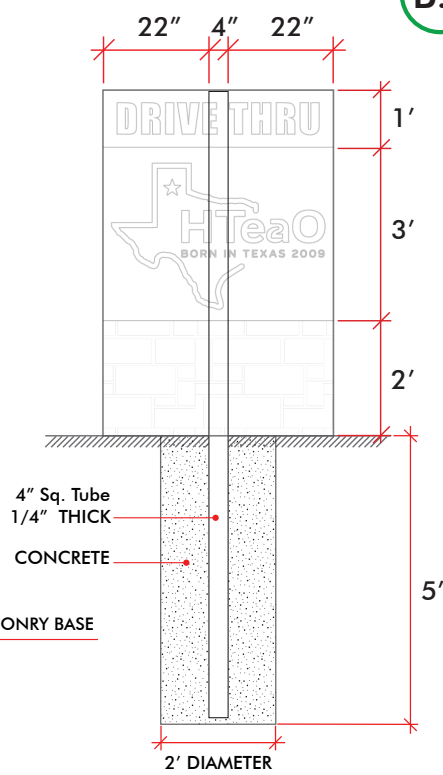
FRONT VIEW



MASONRY BASE

Monument Total Sq. Ft.: 24  
Channel Letter Sign Total Sq. Ft.: 5.8

FOOTING SPECIFICATIONS



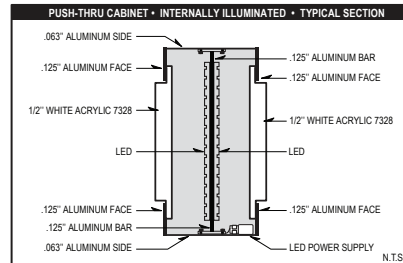
**B.1**

1 Monument Sign • Cabinet Box Double Sided • Internally Illuminated  
For Permit

PUSH-THRU CABINET SIGN INTERNALLY ILLUMINATED (BOTTOM SECTION)

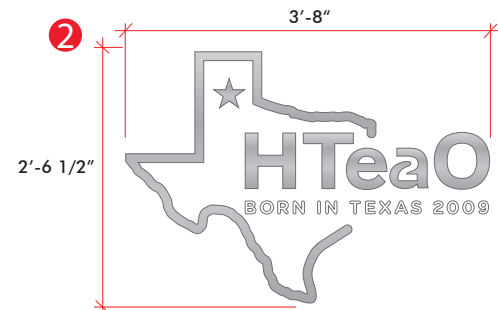
- QUANTITY:** ONE (1)  
**Overall Height:** 6'-0"  
**Cabinet Height:** 4'-0"  
**Cabinet Width:** 4'-0"  
**Total Sq.Ft.:** 24  
**Face:** .125 Aluminum / .5 White Acrylic 7328  
**Sides:** .063 Black & White Aluminum  
**Structure:** 1 1/2" Sq. Steel angle 3/16" thick  
**Pole:** 4" Steel Sq. Tube 1/4" Thick  
**Illumination:** White premium LED (3000K)

- NOTES:**  
 • Address: FCO .5 Acrylic Letters  
 • WHITE interiors for increased illumination  
 • All paint two-stage automotive acrylic



**ELECTRICAL NOTES**  
 Sign Company DOES NOT provide primary electrical to sign.  
 Power to the sign must be done by a licensed electrical contractor or licensed electrician.  
 Each sign must have: 1. A minimum of one dedicated 120V 20A circuit  
 2. Junction box installed within 6 feet of sign  
 3. Three wires: Line, Ground, Neutral

**2**



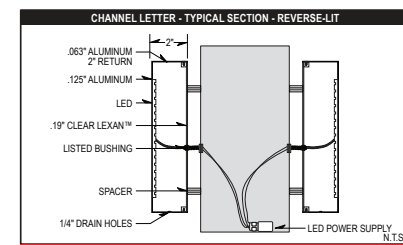
**2**

Reverse Lit Channel Letters w/ LED, Individually Mounted  
For Permit

INTERNALLY ILLUMINATED REVERSE LIT CHANNEL LETTERS

- QUANTITY:** (2) One per Side  
**Overall Height:** 2'-6 1/2"  
**Overall Length:** 3'-8"  
**Total Sq.Ft.:** 5.8  
**Face/Returns:** Aluminum  
**Back:** Polycarbonate  
**Illumination:** White premium LED (3000K)

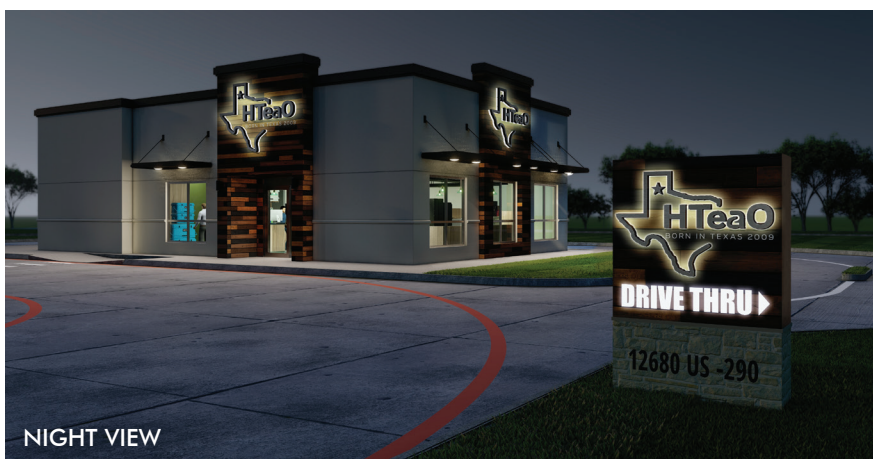
- NOTES:**  
 • Individually Mounted  
 • WHITE interiors for increased illumination  
 • All paint two-stage automotive acrylic  
 • "BORN IN TEXAS 2009" Non Illuminated Flush Mounted FCO Letters



**ELECTRICAL NOTES**  
 Sign Company DOES NOT provide primary electrical to sign.  
 Power to the sign must be done by a licensed electrical contractor or licensed electrician.  
 Each sign must have: 1. A minimum of one dedicated 120V 20A circuit  
 2. Junction box installed within 6 feet of sign  
 3. Three wires: Line, Ground, Neutral



DAY VIEW



NIGHT VIEW



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint:  
 Admin: Marie Cuellar

Design Leader: Mauro Jaspe  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit

Item 16.



Signs - Electrical - Design - Wall Wraps  
 Branding - 3D Rendering - LED Display  
 Structural Modifications - Case Installation  
 ACM HUB, LLC  
 DBA  
**TITAN SIGN COMPANY**  
 ELECTRICAL LICENSE  
**SEC #37286**  
 SIGN LICENSE  
**SSC #18454**  
 MAIN: (210) 202-0123  
 FAX: (800) 515-1046  
 TitanSignCompany.com

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MONUMENT SIGN

SHEET TITLE

PROJECT

SCALE  
AS NOTED

DATE  
12/08/22

REVISION DATE  
 1 -/-/-  
 2 -/-/-

PERMIT SET

SHEET NO.

360



DISTANCE  
TO PROPERTY LINE

A.3 CHANNEL LETTER 39'

SET BACK  
FROM HWY 290

A.3 CHANNEL LETTER 120'

SET BACK  
FROM LEDGE STONE DR.

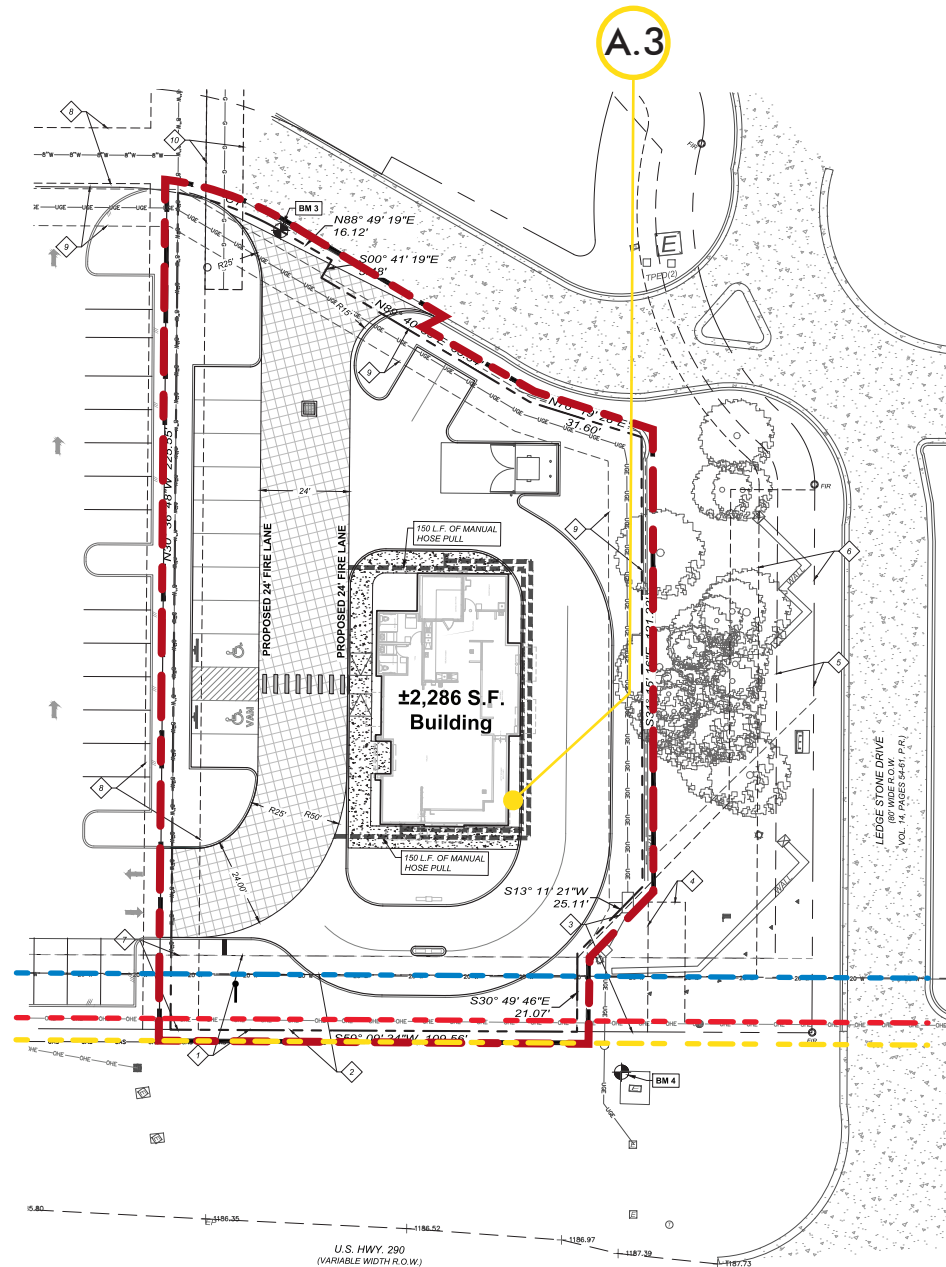
A.3 CHANNEL LETTER 93'

UTILITY

Electric Line

Water Line

Gas Line



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
Assist Project Mgr: Victor Martins  
Master Electrician: Tomas Eggers  
Fabrication Mgr: Elizabeth Wright  
Installation Mgr: Mike R.

Print Mgr: Christina H  
Finishing Mgr: Gerry G  
CNC: David  
Paint:  
Admin: Marie Cuellar

Design Leader: Mauro Jaspe  
Design Team:  
Design Coord:  
3D Rendering:  
Design View

Architect Firm: NA  
Architect: NA  
Engineer: NA  
Construction Co: NA  
General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit



SEMS - ELECTRICAL - DESIGN - WALL WRAPS  
 BRAND FORMER - 3D RENDERING - LED DISPLAY  
 STRUCTURAL ENGINEERING - CNC - INSTALLATION

ACM HUB, LLC  
 DBA

TITAN SIGN COMPANY

ELECTRICAL LICENSE

SEC #37286

SIGN LICENSE

SSC #18454

MAIN: (210) 202-0123  
 FAX: (800) 515-1046

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CHANNEL LETTER



**A.3**

Reverse Lit Channel Letters w/ LED, Individually Mounted.

For Permit

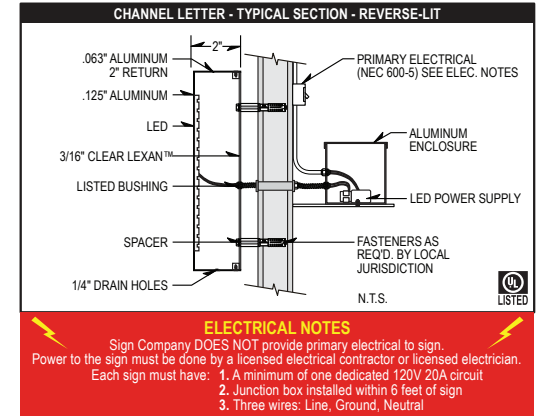
INTERNALLY ILLUMINATED REVERSE LIT CHANNEL LETTERS

QUANTITY: ONE (1)  
 Overall Height: 7'  
 Overall Length: 10'-2"  
 Total Sq.Ft.: 37.2  
 Face>Returns: Aluminum Finish  
 Backs: Clear Lexan Backs  
 Illumination: White premium LED  
 Input voltage: 12vDC  
 Modules: 69  
 Wattage: 69w  
 Luminance: 170 (Lm per module)  
 Color temperature: 3000K

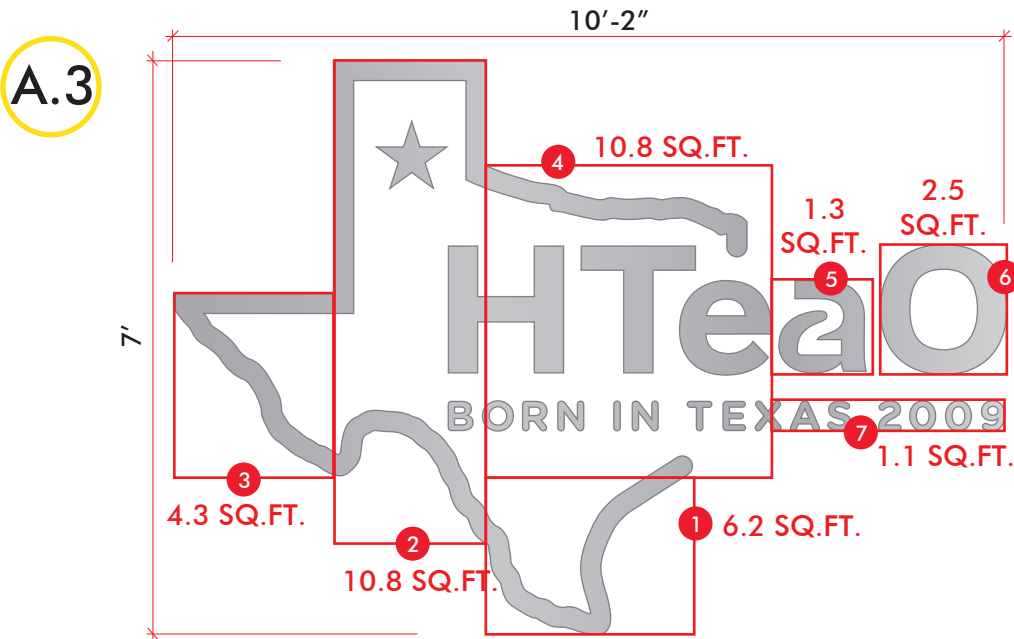
NOTES:

- Individually Mounted
- WHITE interiors for increased illumination

"BORN IN TEXAS 2009" Non Illuminated Flush Mounted FCO Letters



REFERENCE NIGHT VIEW



- 1** W:30" H: 30"
- 2** W:22" H: 71"
- 3** W:23" H: 27"
- 4** W:41" H: 38"
- 5** W:14" H: 14"
- 6** W:19" H: 19"
- 7** W:33" H: 5"

**TOTAL SQ FT**  
**37.2**



- 3D SCAN
- AERIAL
- FIELD
- CL PROVIDED

Project Mgr: Mark Song  
 Assist Project Mgr: Victor Martins  
 Master Electrician: Tomas Eggers  
 Fabrication Mgr: Elizabeth Wright  
 Installation Mgr: Mike R.

Print Mgr: Christina H  
 Finishing Mgr: Gerry G  
 CNC: David  
 Paint:  
 Admin: Marie Cuellar

Design Leader: Mauro Jaspe  
 Design Team:  
 Design Coord:  
 3D Rendering:  
 Design View

Architect Firm: NA  
 Architect: NA  
 Engineer: NA  
 Construction Co: NA  
 General Contractor: NA

Pantone Color Schematic:

DRAWING

Signature:

Date:

- Approved as Submitted
- Approved / Revise as Noted
- Rejected / Re-Submit
- Waiting on Permit

SHEET TITLE

PROJECT

SCALE  
 AS NOTED

DATE  
 01/04/23

REVISION DATE  
 1 -/-/-  
 2 -/-/-

PERMIT SET

SHEET NO.

362

Received on/by:

Date, initials



**BILLING CONTACT FORM**

Project Name: HTeaO LedgeStone

Project Address: 12680 W US290 Suite 500 Austin 78737

Project Applicant Name: Christie Sanders

**Billing Contact Information**

Name: Christie Sanders

Mailing Address: 4 Long Creek Rd  
Austin, TX 78737

Email: msanders@pdg.net Phone Number: 832-689-9974

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

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

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

Christie Sanders  
Signature of Applicant

\_\_\_\_\_  
Date



# CITY OF DRIPPING SPRINGS

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

*Gateway to the Hill Country*

## Sign Permit – Owner Permission Letter

**If owner of proposed sign is a tenant, the property owner must agree to and sign the following:**

TO: City of Dripping Springs SIGN Plan Reviewer,

I hereby grant permission for the construction, operation, maintenance, modification, or display of the proposed sign or sign structure as described in the sign permit application.

Property Owner Signature: Michael Sanders Date: 1/23/23

Property Owner Name Printed: Michael Sanders

Property Owner Phone Number: 832-651-7212

Property Owner Email: msanders@pdg.net



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** February 21, 2023

**Agenda Item Wording:** **Discuss and consider sponsorship and vendor agreements for Founders Day Festival related to sale of food and beverage, including alcohol beverages. Sponsor: Mayor Foulds, Jr.**

**Agenda Item Requestor:** Michelle Fischer, City Administrator

**Summary/Background:** The Founders Day Festival Sponsorship Committee has received inquiries from potential sponsors asking if they can get a location in the festival to sell food or alcoholic beverages as part of their sponsorship benefits. The \$10,000 sponsorship level is a level that is customized and is being considered for these potential sponsorships.

Historically, the city has not allowed alcoholic beverage sales within the festival area except for sales by the Knights of Columbus, which is a nonprofit organization. This has been in an effort to support alcoholic beverage sales at the nearby brick and mortar businesses.

The Founders Day Sponsorship Committee would like to know if the City Council will allow a festival sponsorship level to include allowing the sponsor to sell food or alcoholic beverages during the event. Staff recommends that if allowed, no more than five of such \$10,000 sponsorships be designated. Staff also recommends that the Sponsorship Committee pursue the payment of a percentage of food/alcoholic sales as part of the sponsorship, or pursue a higher sponsorship amount as an alternative. Other Founders Day Festival participants (for example, DS Cook-Off Club, DS Lions Club, St. Martin de Porres) pay 25% of their revenues to the city.

Space for food and beverage vendors is very limited. Local food establishments have tried to obtain vendor spots and have not been able to acquire them. The Founders Day Festival Commission is looking at potential areas for sponsors that may be allowed to sell food or alcoholic beverages.

Expenses for the festival have grown significantly in recent years. Being able to offer some sponsorships that allow the sell of food and alcoholic

beverages is expected to increase sponsorship revenues and allow local food and alcoholic beverage vendors to participate.

**Commission  
Recommendations:**

There is not a recommendation from the Founders Day Festival Commission. This issue came up recently and was not able to be placed on the Commission's last meeting agenda for consideration.

**Recommended  
Council Actions:**

Approve up to five \$10,000 sponsorships that allow the sponsor to sell food or alcoholic beverages. Staff also recommends that the Sponsorship Committee pursue the payment of a percentage of food/alcoholic sales as part of the sponsorship, or pursue a higher sponsorship amount as an alternative.

These sponsorships will require a Sponsorship & Participation Agreement that includes the obligations of the city and the sponsor/participant. This agreement could be administratively approved.

**Attachments:**

Founders Day Festival Sponsorship Opportunities Document

**Next Steps/Schedule:**

Notify Founders Day Festival Sponsorship Committee of City Council's action.



## City of Dripping Springs Founders Day Festival Sponsorship Opportunities

**Early Bird Sponsorship deadline January 31, 2023**

Be part of one of the most beloved traditions in Central Texas! We invite you to support the 35<sup>th</sup> Annual Founders Day Festival through sponsorship. We have numerous sponsorship packages designed for families, small business owners, and corporate enterprises. Whether your company's goal is to maximize your ROI or you just want to give back some goodwill to the city you love, your name will get plenty of exposure during this year's festival which occurs on April 28-30, 2023.

### About the Event

Thousands of people will gather in Dripping Springs' historic downtown district for a festive celebration of heritage and pioneer spirit. The three-day celebration kicks off with the Grand Marshal Parade and includes free music and entertainment, the Mighty Thomas Carnival, food, beer, street dances, cook-off competitions, and over 150 arts and crafts booths and business vendors.

### The Value for Donors

Since 1986, patrons have come from all over Central Texas to attend this event, but make no mistake, it's the incredible folks who live here in Dripping Springs that are the heart and soul of this event. It is fair to say these festival goers take great pride in supporting businesses who have sponsored this event and their community, long after the event is over. This vibrant town continues to grow. As of 2020, the population of Dripping Springs, within its city limit, is approximately 7,454 and its extraterritorial jurisdiction (ETJ) with retail trade area is home to close to 72,000.

### How to Sponsor

Select your level of commitment and return to the contact information provided below. We would love to help you take advantage of this opportunity and showcase your business to all who attend this wonderful event. Our sponsorship deadline is April 1, 2023.

### Questions

If you have any questions about sponsorships, call one of the following Founders Day Commissioners:

Dee Marsh (512) 826-7878; [dee.m@2DMmarketing.com](mailto:dee.m@2DMmarketing.com)

Jake Adams (512) 632-9295

Darrell Debish (512) 658-6772; [darrellfoundersday@gmail.com](mailto:darrellfoundersday@gmail.com)

Brian Daniel (720) 308-5592; [bdanielfounders@gmail.com](mailto:bdanielfounders@gmail.com)

### **COME VISIT US AT:**

Online: <http://www.foundersdayfestival.com/>

Facebook: <https://www.facebook.com/foundersdayfestival/>

## Founders Day Festival Sponsorship Levels 2023

SPONSORSHIP PACKAGES	FAMILY	BRONZE	SILVER	GOLD	PLATINUM	CUSTOM
DONATION	\$250	\$500	\$1,000	\$2,500	\$5,000	10,000
"Thank-you-Ad" recognition in Century News	X	X	X	X	X	X
Recognition by MC at Event	X	X	X	X	X	X
FD Certificate of Appreciation		X	X	X	X	X
Company Name on Group Banner at Festival		X	X	X	X	X
Company Name on Founders Website		X	X	X	X	X
Company Recognized at Main Stage			X	X	X	X
Company Name (or Logo) on Founder's Website for a Year			X	X	X	X
Priority Parade Access				X	X	X
(2) VIP Parking Passes				X	X	X
Access to VIP Areas at Founder's Day				X	X	X
Parade Entry Fee Waived				X	X	X
Recognition Plaques					X	X
Group/Team Picture					X	X
(4) VIP Parking Passes					X	X
Work with us to design your package						X
Judging Opportunities					X	X

### ADDITIONAL OPPORTUNITIES BREAKPOINT INFORMATION

FDF Main Stage Sponsor \$15,000	Company Logo on Main Stage. your company name on all Founders Day Festival Literature promoting your company as the Main Stage Sponsor.
FDF Parade Sponsor \$7,500	Company Logo at the start of the Founders Day Parade. Company Logo at the Hub and Hospitality Tent for Founders Day patrons.
FDF Logo Sponsor \$4,000	Exclusive access to FDF Logo to put on your own apparel, koozies, hats etc.
Multi-Year Partner \$50,000+	Company Logo on the main stage. All Founder's Day literature to promote your company as the Main Stage Sponsor.

**\*\* If you sign up NOW you will be able to take advantage of the FD2023 Early Bird Special: Advertising on the Founders Day website (the sooner you sign up the more advertisement you get), VIP Area Access, and FD Decals for your place of business.**



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

SPONSOR LEVEL: \_\_\_\_\_ AMOUNT PAID: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME/FAMILY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: TX ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

LOGO TO BE PROVIDED BY: Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

DO YOU WANT A PARADE ENTRY\*? YES NO

DO YOU WANT A VENDOR BOOTH\* FOR SATURDAY AND SUNDAY? YES NO

*\*We will follow up with you on these features. Additional fees may apply depending on sponsorship.*

**SEND FORM TO:**

Dripping Springs Ranch Park – Founders Day Festival

1042 Event Center Rd

PO Box 384

Dripping Springs, TX 78620

**City Use Only:**

Check#: \_\_\_\_\_ M/O: \_\_\_\_\_ CC: \_\_\_\_\_ Amt: \_\_\_\_\_ Rec'd By: \_\_\_\_\_ Date: \_\_\_\_\_





**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:** February 21, 2023

**Agenda Item Wording:** **Discuss and consider approval of amendments to Article 16.02 Parks and Recreation in the City Code of Ordinances (Park Rules Ordinance).** *Sponsor: Council Member Sherrie Parks.*

**Agenda Item Sponsor:** Sherrie Parks

**Summary/Background:** The Parks & Community Services staff conducted a review of Article 16.02. Parks and Recreation in the City Code of Ordinances. As part of the Park System Signage Phase 1 project, a new Pedestrian Information Kiosk with Park Rules is scheduled to be installed at Founders Memorial Park. Staff recognized this as an opportunity to review our ordinances before new signs are made and installed.

Division 3: Youth Programs' Standards of Care also needs to be approved by City Council on a yearly basis. In 1995, during the 74<sup>th</sup> State Legislation Session, Senate Bill 212 was passed. This bill exempts certain youth programs from child-care licensing requirements including elementary-age (ages 5-13) recreation program operated by a municipality.

The governing body of the municipality must annually adopt "Standards of Care" by Ordinance with public hearing. The ordinances shall include, staffing ratios, staff qualifications, facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provide that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

**Commission Recommendation:** The Parks and Recreation Commission recommended approval at their February 6, 2023, meeting with a vote of 7 – 0.

**Staff Recommendations:** Recommend approval of the changes to Article 16.02 Parks and Recreation.

**Attachments:** Article\_16.02\_PARKS\_AND\_RECREATION.Parks.StrikeThroughCopy  
SB 212 1995

**Next Steps/Schedule:**

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2023-\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 16: PUBLIC WAYS AND PLACES: ARTICLE 16.02. PARKS AND RECREATION; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

**WHEREAS**, the City Council of the City of Dripping Springs ("City Council") seeks to promote and maintain the quality of life in our community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of the community; and

**WHEREAS**, a new Pedestrian Information Kiosk with Park rules is scheduled to be installed at Founders Memorial Park; and

**WHEREAS**, City Staff have determined to review and update Article 16.02. Parks and Recreation in the City Code of Ordinances before production and installation of the new Pedestrian Information Kiosk system; and

**WHEREAS**, the City Council recognizes the public safety benefits by updating Article 16,02. Parks and Recreation in the City Code of Ordinances; 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 protection of the welfare, health, peace, and safety of the City of Dripping Springs to adopt an ordinance amending Article 16,02. Parks and Recreation in the City Code of Ordinances.

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

Chapter 16, Article 16.02 Parks and Recreation of the Dripping Springs Code of Ordinances is hereby amended to read in accordance with Attachment “A” and which are attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are underlined and highlighted and deletions are struck-through.

### **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.

### **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 \_\_\_\_\_ 2023, 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:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

## Attachment "A"

- CODE OF ORDINANCES  
Chapter 16 - PUBLIC WAYS AND PLACES  
ARTICLE 16.02. PARKS AND RECREATION

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**ARTICLE 16.02. PARKS AND RECREATION<sup>1</sup>**

*DIVISION 1. GENERALLY*

**Secs. 16.02.001—16.02.030. Reserved.**

*DIVISION 2. PARK RULES*

**Sec. 16.02.031. Title.**

This division shall be cited as the parks rules.

**Sec. 16.02.032. Purpose.**

These rules are established to regulate the use of city parks and recreational facilities. These rules are intended to secure and preserve the fullest enjoyment of parks and recreational facilities to a wide range of park patrons. Failure to abide by these rules shall be cause for removal. The commission of offenses under local ordinances or state law shall be cause for arrest.

**Sec. 16.02.033. Applicability.**

These rules apply to and in all parks and recreational facilities or areas belonging to the city or managed by or under the authority of the city. These rules shall not apply to city, state or federal agents or officials in the performance of official duties.

(Ordinance 1510.05, adopted 4/20/10)

**Sec. 16.02.034. Definitions.**

- (a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. 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

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<sup>1</sup>State law reference(s)—Authority to acquire and maintain parks, museums and historic sites, V.T.C.A., Local Government Code, ch. 331.

number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

Alcoholic beverage: Alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Business activities: The provision of services, instructions, training, or support to another person or to a group in exchange for payment.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

Commercial Activity: Providing goods or services for sell or rent or providing a class or instruction for compensation or as an inducement or advertisement for paid classes or instruction.

Commercial fitness trainer: A for profit trainer providing physical fitness training expertise to clients in a city park.

Commission: The city parks and recreation commission (aka, "parks and rec") or any successor entity.

Dangerous animal: An animal that:

- (1) Makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Park personnel deems to be uncontrollable and a danger to those around it.

Department: The City of Dripping Springs and ~~community services department.~~ Parks & Community Services department.

Farmers market ~~association board;~~ committee: The board created under article 6.05 of this code ~~who supports, coordinates, and oversees~~ the market and serves as an advisory body to the city council.

Firearm: A device defined in accordance with Texas Penal Code section 46.01.

For profit groups: Individuals or organizations that are not nonprofit groups as determined by state and/or federal law.



Glass container: Any glass receptacle ~~other than:~~

- ~~(1) Glass lined vacuum bottles;~~
- ~~(2) Commercially produced baby bottles or baby food jars containing products for consumption by a baby; or~~
- ~~(3) Drug glass containers containing over the counter or prescribed drugs.~~

Market manager: The city employee designated by the city administrator to ~~supervise~~ manage the operations of the farmer's market.

Multi-use trail: Trails designated for pedestrian, bicycle, and equestrian use.

Nonpark waste: Trash, refuse, litter or other solid waste that is not created or generated on-site at a park, but is transported from a person's home, business or other location to a park for disposal purposes. This term includes construction debris, office waste, municipal solid waste, and any form of hazardous waste. This term excludes waste generated on park premises during the course of lawful use of the park for recreational purposes.

Park: Any or all of the parks and facilities under the management and control of the city, including any land now or hereafter dedicated by the city as a municipal park.

Park attendant: A city employee who has been designated by the city council or city administrator to oversee and enforce the rules at a city park.

Park facility: Any building or structure intended for a specific type of use within a park including, but not limited to, a building, sports field, recreational facility, parking lot, covered pavilion, designated camping site, skatepark, or other specific use area within a park.

Person: An individual, corporation, organization, government agency, business, trust, partnership, association, or any other legal entity, other than the city.

School-related activity: An event or activity on or off school property sponsored and/or sanctioned by the Dripping Springs Independent School District. Examples include, but are not limited to, sporting events and performances, such as theatrical, etc.

Tobacco product: Includes, but is not limited to, a cigarette, cigar, and any smokeless tobacco product such as chewing and dipping tobaccos.

Vehicle: A device that can be used to transport ~~or draw~~ persons or property including, but not limited to a moped, power-driven bicycle, motorcycle, motor scooter, automobile, truck, golf cart, tractor, aircraft, gliders, paragliders, and all-terrain vehicle.

Weapon: Anything that in the manner of its use or intended use is capable of causing death, personal injury, or serious bodily injury, including (but not limited to) air guns, clubs, axes, pellet or BB guns, bows and arrows, or projectile devices.

(Ordinance 2019-04, adopted 1/15/19)

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**Sec. 16.02.035. Enforcement; penalties.**

- (a) Enforcement. The city shall have the power to administer and enforce the provisions of this division as may be authorized by governing law. Any person violating any provision of this division is subject to suit for injunctive relief as well as prosecution for criminal violations to the extent permitted by applicable law.
- (b) Criminal penalty. An offense under this division is a misdemeanor. Any person violating any of said provisions of this division shall, upon conviction, be subject to a fine not to exceed \$500.00 for each offense.
- (c) Civil remedies. Nothing in this division shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this division and to seek all remedies as allowed by law.
- (d) Nothing is in this section limits which individuals are authorized to issue notices of violation, warnings, or citations under state law.

**Sec. 16.02.036. Issuance of warnings and citations.**

- (a) Any park attendant, as well as any city officer or city employee, is authorized to issue warnings to any person or persons violating any rules or regulations applicable to the parks, swimming pools, or other park facilities.
- (b) Any city officer authorized to issue citations may issue them to any person or persons violating any rules or regulations applicable to the parks, swimming pools, or other city-owned facilities.

**Sec. 16.02.037. Authority to establish rules and reservation system.**

The city council hereby authorizes the commission to establish rules for the orderly use of city parks, and to establish and oversee a system for reserving the use of park facilities by persons on a temporary basis. The commission may establish fees, insurance requirements, and any other requirements for such use. Commission rules shall become effective upon ratification by the city council.

**Sec. 16.02.038. Use of park facilities.**

Park facilities generally are available for public use on a first-come, first-served basis except for areas that require entrance or other fees, or that have previously been reserved.

- (1) Entrance or use fees. It is an offense for any patron to enter or use any park area or park facility for which an entrance or use fee has been established, unless each person has first paid the fee or is otherwise authorized to enter. Entrance permits or passes shall be displayed to gate or entrance attendants on request.

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- (2) Reservations fees. It is an offense for any patron to use or occupy a facility or area for which a reservation fee has been paid, when such use conflicts with the use by persons holding the reservation. Reservations shall be made in accordance with the city's reservation policies. Confirmation of the reservation shall be displayed on request to city employees charged with supervision or patrolling of parks.

**Sec. 16.02.039. Occupancy limits.**

- (a) The department may establish and post maximum occupancies for any park area or park facility.
- (b) It is an offense for any patron to enter into or remain in an area or facility for which an occupancy limit has been established when such action will have the effect of exceeding the established occupancy limits.

**Sec. 16.02.040. Assemblies or public demonstrations.**

~~Organizers intending to conduct an event of any kind on parkland shall provide 24 hours' notice to the department by calling the city, if the expected crowd will exceed 60 individuals. (a)~~  
Organizers intending to conduct an event of 50 or more on parkland shall submit a completed Special Event Application at least 30 days prior to the start of the event being considered. Per City Code 6.02.071

(b) Generally, events at parks are permissible, except where such an activity will prevent or will be inconsistent with the intended use of park facilities at the proposed site of assembly or may disrupt or interfere with scheduled events. Parks fees do apply to any event depending upon location of the event.

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(c) A violation of subsection (a) is an offense.

**Sec. 16.02.041. Closed areas.**

- (a) The city administrator or designee may close park areas, wildlife preserves, or park facilities to public entry or otherwise restrict use until such time as the area or facility can be made available for public use.
- (b) Except in emergency circumstances, notice of closure shall be posted at the entrance of the area or facility and on the city's website and patrons shall not enter closed or restricted areas.
- (c) ~~It is an offense for any~~ No person under this section to shall enter areas closed due to flooding or which are areas that are the subject of a flood ban.
- (d) A violation of this section is an offense.

**Sec. 16.02.042. Disruptive, destructive or hazardous behavior; ejection from park.**

- (a) ~~Patrons~~ A person who engages in disruptive, destructive or hazardous conduct may be warned and asked to stop such conduct immediately by any park attendant, city employee charged with patrolling of parks, or a peace officer.
- (b) Under circumstances where a patron's conduct is unlawful or poses an imminent threat of injury or prevents the public enjoyment of the park facility, any park attendant, city employee charged with patrolling of parks, or a peace officer is authorized to notify the patron to immediately leave the park facility per Texas Penal Code, section 30.05.

**Sec. 16.02.043. Vending.**

- (a) It is an offense for any person to conduct the commercial sale or offer to sell any goods, wares, drinks, food, or items nor render or offer to render any service for hire, at any park, or facility except for transportation, vehicle wrecker, or emergency roadside services provided to a specific patron upon their request, or as authorized by a contract or permit properly issued by the city.
- (b) Commercial fitness trainers providing physical fitness training expertise to city park users for profit are governed under division 4 of this article.

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**Sec. 16.02.045. Peace and quiet.**

- (a) Patrons shall preserve the peace and quiet enjoyment of the parks and open spaces by observing all ordinances and state laws governing noise and amplified sound.
- (b) It is an offense for any person to make unreasonable noise ~~as listed below, including, but not limited to,~~ discharge of weapons or fireworks except as authorized by this division, ~~or engage in offensive gestures or conduct constituting disorderly conduct under state law (Texas Penal Code section 42.01) in any park.~~
- (c) It is an offense for any person to use any device, including, but not limited to radios, that result in the emission of sound in excess of 85 decibels when measured at the source.

**Sec. 16.02.046. Firearms and other weapons.**

- (a) It is an offense for any person to:
  - (1) Carry or possess weapons or firearms while in park facilities except as referenced or authorized by subsection (b) of this section.
  - (2) Use firearms or weapons unless conducted under permit or contract, or in an authorized park facility.
  - ~~(3) Display a firearm or other weapon in any park in a manner calculated to alarm or threaten anyone (Texas Penal Code 42.02).~~
- (b) It is not an offense for a person to carry or possess weapons or firearms:
  - (1) In those areas of a park or park facilities where usage is expressly allowed by ordinance or park rules;
  - (2) As allowed by state and federal gun laws including, without limitation, the right of a person licensed to carry a firearm in this state;
  - (3) When otherwise authorized in writing by the department; or
  - (4) At any event such as a gun show or other weapons related event at specific facilities, that are authorized in advance by the department and subject to a rental contract including appropriate security, safety, liability and insurance requirements.

**Sec. 16.02.047. Protection of wildlife.**

All wildlife within the boundaries of any city park facility is protected. It is an offense for any person to harm, harass, hunt, trap or remove any animal, including mammals, fish, insects, birds, reptiles, or other living creature from any park facility except upon written approval of the city.

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**Sec. 16.02.048. Protection of plant life.**

- (a) All plant life within the boundaries of any city park facility is protected.
- (b) It is an offense for any person to:
- (1) ~~Willfully~~ Intentionally mutilate, injure, destroy, thrash, or remove any live tree, shrub, vine, wildflower, grass, sedge, fern, moss lichen, fungus or any other member of the plant kingdom or portion thereof, except upon approval by the city;
  - (2) Collect or harvest dead wood or plants, or portions thereof, except upon written approval by the city; or
  - (3) Thrash pecan trees.
- (c) The collecting of pecan nuts on the ground is allowed (Texas Rev. Civ. Statutes 6143.1).

**Sec. 16.02.049. Protection of natural resources.**

- (a) All sites, objects, buildings, artifacts, implements, and locations of historical, archaeological, geologic, scientific or educational interest of every character located in, on, or under the surface of any park facility are protected.
- (b) It is an offense for any person to remove, excavate, take, dig into, or destroy any site, object, building, artifact, implement or location of archaeological, geological, scientific or historical interest without having permits as required by the Texas Natural Resources Code, and without having written permission of the city.

**Sec. 16.02.050. Animals.**

- (a) Persons bringing pets or other animals into any park areas or facility where they are expressly allowed, shall, at all times, keep them under confinement or direct control. Leads on leashes used to control animals shall not be more than six feet long. Dogs may be allowed to be without a leash in areas that are specifically designated by the department for such use, if any, provided that each dog remains under immediate personal supervision and command.
- (b) It is an offense for any person to within a park or park facility:
- (1) Permit a pet or other animal to remain unattended or create a disturbance or a hazard;
  - (2) Permit a pet or other animal to be in the water of a swimming pool or designated swim area except when expressly authorized by ordinance, park rule, or in writing by the department;
  - (3) Permit a pet animal, except for an animal trained in assisting handicapped or disabled persons, within the land area or beach area adjacent to the water of a swimming pool

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- or designated swim areas except when expressly authorized by ordinance, park rule, or in writing by the department;
- (4) Bring into, or permit to range at any park, domestic fowl, horse, swine, sheep, goat, or other livestock except when expressly authorized by ordinance, park rule, or in writing by the department;
  - (5) Ride, drive, lead or keep a horse at any park facility, except:
    - (A) On a horseback riding trail, so designated and posted by the city; and
    - (B) As authorized under contract, approved reservation, or permit;
  - (6) Ride a horse in a manner that is dangerous to any person or animal at any park facility or wildlife preserve;
  - (7) Hitch a saddled horse to a tree, shrub, or structure in any manner that causes damage;
  - (8) All horseback riders are required to have a permit on file with the department. To obtain a permit the following are required:
    - (A) Coggins certificate shall be available for inspection at all times;
    - (B) Liability waiver must be signed by each permit holder;
    - (C) Permit must be displayed in vehicle and on person during park use; and
    - (D) ~~One hundred dollar fine will be charged per horse/rider for permit violation~~An offense under (b)(8) is punishable by a fine of \$100.
  - (9) Permit pets or other animals within the playscape areas, or any play areas that are designed for children;
  - (10) Bring into or permit dangerous animals in any city park; or
  - (11) Knowingly, intentionally or negligently allow any pet or animal that a person exercises any ownership, care, custody or control over to deposit feces on any city property, unless said person removes the feces once deposited, with the exception of equine feces at Dripping Springs Ranch Park. Failure to carry feces removal supplies when accompanied by a pet or other animal a park will constitute a violation of this section.
- (c) Hunting. It is an offense for any person to:
- (1) Hunt, trap, or pursue wild life at any time in any city park; or
  - (2) Use, carry or possess any kind of trapping device in any city park.
  - (3) Animal control officers and their designees shall be excluded from this section when in the performance of their duties.

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**Sec. 16.02.051. Fires, smoking of meat, firewood, and fireworks.**

- (a) It is an offense for any person to light, build, or maintain a fire in any park, except in a park facility or device provided, maintained, or designated for such purposes, or as authorized in writing by the city.
- (b) Portable camp stoves or portable barbecue grills of metal construction may be used in designated campsites or picnic areas.
- (c) Campfires shall be allowed only with the written authorization of the city in approved locations and under such conditions as may be prescribed by the city. Allowed campfires shall be attended at all times by an adult until fully extinguished.
- (d) During periods of extreme fire hazard or burn ban period initiated by the county, fires and smoking in designated areas are restricted as directed by the city and the county.
- (e) It is an offense for any person to cut, gather, or collect wood or other combustible material in any city park, for use as firewood or fuel, except for material designated for this purpose by the city.
- (f) It is an offense for any person to possess or use any kind of firework, except by permit, in any park.

**Sec. 16.02.052. Camping and overnight use.**

- (a) Generally; definition. It is an offense for any person to camp in any park, except as authorized by permit and only in camping facilities or sites designated or marked for that purpose. Camping is defined as:
  - (1) Occupying a designated camping facility or site.
  - (2) Erecting a tent or arranging bedding, or both, for the purpose of, or in such a manner as will permit remaining overnight.
  - (3) Use of a car, trailer, camper, or other vehicle for the purpose of sleeping overnight.
- (b) Camping time limit.
  - (1) To afford all the public a wider use of the city's camping facilities, continuous occupancy of camping facilities by the same person or persons in a park is limited to seven consecutive calendar days within any 90-day period.
  - (2) The city may establish an alternate time limit for continuous occupancy of a facility or facilities by the same person or persons in a park, or in a designated portion of a park, when necessary to achieve maximum utilization of the park, or designated portion, by all the public.

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- (c) Minors. Persons under the age of 18 years that are authorized to be in a park between the hours of 9:00 p.m. and 8:00 a.m. shall be accompanied or supervised by an adult at all times. The ratio of adults to minors shall not be less than one adult for every eight minors.
- (d) Water, wastewater, sewage, and garbage. It is an offense for any person to:
- (1) Deposit wastewater, sewage, or effluent from sinks, toilets, or other plumbing fixtures directly on the ground or into the water;
  - (2) Use any water fountain, drinking fountain, pool, sprinkler, reservoir, lake or any other water body contained in the park for bathing, laundering, and washing dishes, pets, or vehicles (including trailers);
  - (3) Discard, deposit, or dump garbage in a park, except for:
    - (A) Garbage generated inside the park during the course of park visitation; or
    - (B) An amount of garbage consistent with what ordinarily would accumulate in a vehicle in the course of a day's travel;
  - (4) Dispose of garbage except in a receptacle provided for that use or as may otherwise be specifically authorized by department personnel; or
  - (5) Use water provided by the park for purposes other than drinking, washing or culinary uses necessary while in the course of authorized or allowed use of the park.
- (e) Clotheslines. Under no circumstances may clotheslines be strung across or secured to any vegetation or other county properties.
- (f) Responsibility. The city assumes no responsibility for personal belongings or property of any kind.

**Sec. 16.02.053. Operation of motor vehicles.**

- (a) It is an offense for any person to:
- (1) Operate a motor vehicle in any park, except upon roads, driveways, parking areas, and areas designated as open to motor vehicles, or as authorized in writing by the city;
  - (2) Drive or operate any type of motor vehicle in any city park at a speed greater than indicated by appropriate traffic signs; or
  - (3) Drive or operate any type of motor vehicle in any park that has the potential or is used in a manner so as to be destructive and cause damages to grounds, parking areas, driveways, roads, and any other city property.
- (b) This section shall not apply to the following persons if in the park or facility in their performance of their duties: Peace officers, physicians responding to an emergency, ambulance operators/emergency medical services and attendants, employees of the city and fire suppression personnel.

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**Sec. 16.02.054. Parking of vehicles.**

- (a) It is an offense for any person to:
- (1) Park a motor vehicle in a park except in designated parking areas, or within 12 feet of a public park road, if not otherwise prohibited;
  - (2) Access or park in areas of a park where permits are required without a proper city issued permit; or
  - (3) Park, store or leave a vehicle or trailer in areas of a park posted "restricted" or "no parking."
  - (4) Park, store or leave a vehicle or trailer in areas of a park past the posted hours of the park without a permit.
- (b) A vehicle or trailer parked in such a manner as to create a hazardous or unsafe condition may be impounded, consistent with city ordinance and state law.
- (c) This section shall not apply to the following persons if in the park or facility in their performance of their duties: Peace officers, physicians responding to an emergency, ambulance operators and attendants, employees of the city and fire suppression personnel.

**Sec. 16.02.055. Trail use.**

- (a) It is an offense for any person to:
- (1) Operate or use a motor vehicle, including a motorcycle, motorbike, mini-bike, or a bicycle on a trail or path not designated for the use with such vehicles;
  - (2) Operate or use a bicycle on any pedestrian trail; or
  - (3) Ride, drive, leads or keep a horse on any pedestrian trail.
- (b) On multi-use trails, bicyclists shall yield to joggers, joggers to walkers. All trail users must yield to horses.
- (c) Trail users on multi-use trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.
- (d) Bicyclists should maintain bicycles in good condition and should operate them in a safe, manner at a reasonable and prudent speed. All bicycles shall be equipped with properly functioning brakes.

**Sec. 16.02.056. Adherence to signs; unlawful signs.**

- (a) All persons shall comply with the signs and markers installed by the city in any park.

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- (b) It is an offense for any person to paste, glue, tack or otherwise post any signs, placard, advertisement, or inscription whatsoever nor shall any person erect or cause to be erected any sign whatsoever on any public land or highway or roads adjacent to any park or within any park without permission from the city as provided in the signs on city property policy. This provision shall not apply to traffic-control devices and/or signs authorized by the city council.

**Sec. 16.02.057. Alcohol, electronic cigarettes, vaping, and tobacco.**

- (a) It is an offense for any person to:
- (1) Sell, possess with the intent to sell or, consume alcoholic beverages in a city-owned park, unless authorized by the city, ~~in the following areas: in writing.~~
    - ~~(A) Within enclosed areas of swimming or wading pools;~~
    - ~~(B) In recreation centers and adjacent grounds;~~
    - ~~(C) Within the playing boundaries of athletic fields; and~~
    - ~~(D) In those areas designated by the city;~~
  - ~~(2) Use alcoholic beverages at any school related or school sanctioned activity, on or off school property, including any city owned park; or~~
  - (3) Smoke or use any tobacco products, including electronic cigarettes and vaping, ~~at in~~ in any ~~school related or school sanctioned activity, on or off school property, including any~~ city-owned park.
- (b) A person who engages in conduct prohibited by this section commits an offense which, upon conviction is punishable by a fine not to exceed \$500.00.

**Sec. 16.02.058. Drugs.**

It is an offense for any person to possess or use illegal drugs (controlled substances) at any location in a park.

**Sec. 16.02.059. Glass containers.**

It is an offense for any person to possess glass containers at any location in a park except where authorized by the city in writing for events subject to a permit or rental contract.

**Sec. 16.02.060. Closing hours.**

- (a) The hours of operation for city parks shall be as follows, unless otherwise modified in a park use permit or agreement:
- Sunday—Saturday: ~~Dawn to midnight.~~ 5:00 am – 11:00 pm.

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(b) ~~The following exception shall apply, unless otherwise specifically modified in the use permit or agreement:~~

- ~~(1) Events with loudspeakers, amplified sound, or any activity which involves amplification equipment/devices of any kind shall not commence prior to 5:30 p.m. Monday through Friday, and shall terminate by 10:30 p.m. Sunday through Thursday.~~
- ~~(2) No activity which may disrupt normal city business/operations or neighboring residential properties shall commence prior to 5:30 p.m., Monday through Friday.~~
- ~~(3) Events with loudspeakers, amplified sound, or any activity which involves amplification equipment/devices of any kind shall terminate by midnight Friday and Saturday night.~~
- ~~(4) Exceptions to the provisions of this section may be considered by the city administrator, upon recommendation by the parks and community services director, by written agreement as related to the Dripping Springs Ranch Park Event Center, and on a case-by-case basis.~~

**Sec. 16.02.061. Noise from events that include loudspeakers or amplified sound.**

All events which will include loudspeakers, amplified sound, or amplification equipment/devices of any kind in a city-owned park must:

- a. ~~Have a~~ Written permission from the City Administrator or designee.
- b. Comply with the Texas Penal Code 42.01(a)(5).
- c. ~~Notwithstanding the foregoing,~~ The city reserves the right to ask disruptive amplified sound to be turned down.
- d. Specific parks or park facilities may enact additional rules regarding noise or quiet times.

**Sec. 16.02.062. Events requiring street closures.**

Any non-city event held in a city park, which will require street closures, barricades, or diversion of traffic for any reason, must be approved by the city council at least 30 days in advance.

**Sec. 16.02.063. Littering; pollution of swimming pool or water body.**

It is an offense for any person to:

- (1) Place or deposit any garbage, trash, discarded vegetation of any kind, or any other refuse in any park or park facility except in receptacles designated for such purpose by the city. In any park area where receptacles are not provided, persons shall carry any garbage, trash, discarded vegetation of any kind, or any other refuse away from the park and properly dispose of it elsewhere;

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- (2) Place or deposit any garbage, trash, discarded vegetation of any kind or any other refuse in any city park except that which was generated within the park grounds. City trash receptacles shall never be used to discard trash, garbage, vegetation or other refuse which is brought to the park for the purpose of disposal; or
  - (3) Throw, discharge, or otherwise place or cause to be placed in the waters of any swimming pool, fountain, or body of water in or adjacent to any public park or recreation area, any substance, matter or thing, liquid or solid, which will or may result in the pollution of the water.

**Sec. 16.02.064. Pool rules.**

- (a) Children under 12 years of age must be accompanied and supervised at all times by a parent or ~~competent person~~ guardian at least 18 years of age.
- (b) Swimmers must wear proper attire; (i.e., swimming suits or trunks). A clean tee shirt may be worn over proper swim attire. No cut-offs permitted.
- (c) Regular Diapers are not permitted in the pool area. All individuals not potty trained are required to wear a disposable swim diaper along with their bathing suit when in the water.
- (d) No running, fast walking, horseplay, or rough play is allowed in the pool complex. No pushing, throwing, dunking, splashing, riding on shoulders, chicken fighting or any games or actions that may endanger swimmers or individuals using the pool area.
- (e) Admission to the pool may be denied when, at the city's sole discretion, it is deemed that:
  - (1) An individual is apparently unable to care for themselves to the extent they pose a reasonable risk of harm to themselves or others.
  - (2) An individual is intoxicated or appears to be under the influences of controlled substances.
  - (3) The city has specific evidence that an individual suffers from a contagious disease.
  - (4) An individual exhibits open sores, wounds or runny nose.
  - (5) An individual is not clad as detailed in subsections (b) and (c) ~~inappropriately.~~
  - (6) In the opinion of the aquatics employee in charge (e.g., head lifeguard), the individual poses a reasonable risk to the health and safety of the pool patrons or general public.
- (f) Pool personnel may eject persons from pool area at any time when deemed necessary to protect the health and safety of pool patrons, as determined within the sole discretion of city officials. In serious cases of misconduct, the department office or the county sheriff should be called. In cases involving small children, the parents will be informed. No refunds of entry fee will be allowed upon ejection.
- (g) The following nonbinding guidelines explain the typical progressive enforcement of a violation of these rules in this section:

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- (1) First offense violation: Rule is explained and warning issued.
- ~~(2) Second offense: Rule is explained and one hour "time out" enforced.~~
- (32) Third Second offense violation: Person must leave for the day. No refund of entry fee.
- (h) No loitering around ~~cashiers-~~ the office area, lifeguards on duty, or lifeguard stands. No one, except a lifeguard, is allowed on or near lifeguard stand(s).
- (i) All guests must shower before entering the pool.
- (j) An individual may not enter the pool or pool area unless a lifeguard is on duty.
- (k) Swimmers are not to hang or pull on lifelines, ropes, nets or rims. Mistreatment or abuse of pool property or other patron's personal property will not be tolerated. No swinging on ladders, playing on or near the ladders, or jumping off of ladders.
- ~~(k)~~ No diving, flips, somersaults, twists, or belly flops allowed. Swimmers may only jump into the pool facing forward with feet first.
- (l) Abusive or profane language will not be tolerated.
- (m) Facemasks and goggles are permitted to be worn in the pool provided they are properly used and have non-breakable lenses. ~~Facemasks and goggles are not permitted to be worn on the slides.~~
- (n) No glass containers are allowed in the pool complex.
- (o) No outside drinks or food are permitted in the pool complex. No ice chests are allowed in pool complex unless given written permission by the City Administrator or designee. The only exceptions to this rule are applicable to authorized private parties or special use events.
- (p) Smoking or tobacco use of any type, including electronic cigarettes or vaping, is not allowed in the pool complex.
- (q) No alcohol, in any form, is allowed in the pool complex.
- (r) The city is not responsible for lost, stolen, or damaged personal belongings. Patrons should not bring valuables to the pool complex.
- (s) Lifeguard(s) on duty ~~are the city officials and park attendants primarily in charge of enforcing the rules-~~ have final authority to enforce all the pool rules.
- (t) Children five years and younger must be within arm's reach of an adult while in water.
- (u) No animals are allowed in the pool complex except with written authorization permission of from the city unless such animal is a service animal or a service animal-in-training.
- (v) The pool will be closed for thunderstorms at first sign of lightning or thunder. The pool will re-open 30 minutes after last thunder is heard and last lightning seen.

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- (x) Any and all injuries occurring within the pool complex must be reported to the ~~manager~~ head lifeguard on duty immediately. Accident/incident reports must be filled out by the pool personnel and turned in to the ~~parks and recreation director daily~~ Aquatics manager.
- ~~Ten minute safety break shall occur each hour. At ten minutes before the hour, each hour, all swimmers must get out of pool. This break is for the water quality to be checked, lifeguards to take a break and swimmers to take a break.~~
- (y) All patrons entering the facility during swim times are required to pay the facility admission fee.
- (z) Incidents involving any blood, feces, vomit, or other unsanitary matter in or close to the water must be reported to the nearest lifeguard and the manager on duty immediately. Such incidents may require the pool to be closed temporarily for cleaning and sanitation.

**Sec. 16.02.065. Special rules for specific park facilities.**

- (a) Each park facility may develop additional rules and regulations that address problems specific to that facility, which shall be in writing and approved by the ~~director of the department~~ City Administrator or designee. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.
- (b) Dripping Springs Ranch Park Rules:
- (1) It is an offense for any person to swim or boat at this park.
  - (2) Only members of the Dripping Springs Ranch Park or patrons who pay a daily fee are permitted to have their horses at this park.
  - (3) ~~It is an offense for a~~ Any farrier to provideing services at this park without approval shall pay an itinerant vendor fee and is permitted to provide their services only in the designated areas provided by the ranch park manager or the director of the department Parks & Community Services Director.
  - (4) Quiet hours for RV sports are from 10:00 p.m. to 6:00 a.m. unless approved ~~by the department in a rental contract.~~ in writing.
  - (5) All waste must be disposed of in the dumpster located on site at the park. Littering on the property will result in a fine.
  - (6) All wastewater, including gray water, must be disposed of in the dump station, located on site at the park. Any dumping of waste/sewage on pavement, dirt or vegetation will result in eviction.
  - (7) No swimming pools are to be set upon the property.
  - (8) Rowdiness, abusive language, fighting, lewd conduct, reckless driving/speeding, drunkenness, and possession of or use of illegal drugs will not be tolerated at any

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time. Amplified sound, firearms, or weapons shall not be allowed unless otherwise allowed by law or authorized by the city by written agreement.

- (9) Parents are responsible for the conduct of their children and financially responsible for any damages caused by their children. Children under the age of 13 must be accompanied by an adult at all times.
- (10) The city, the department, and Dripping Springs Ranch Park, as well as their officials, agents, and employees are not responsible for property or personal injury damages arising out of, or in any way connected to use of the park, including, but not limited to loss or damage by fire, wind, theft, accident, or Acts of God.
- (11) Registered guests and visitors are liable for all personal injury or property damages and assume any and all risks associated with use of the park to their person, property, animals and vehicles.
- (12) ~~All park rules apply to Dripping Springs Ranch Park and the event center, including hours of operation and hours when amplified sound is allowed. The hours of operation and hours of amplified sound may be extended by written agreement between the city and a user of this park.~~
- (13) No vehicles are allowed within the park without a permit or written permission after 11:00 pm

- (c) ~~Farmers Market Park in Veterans Memorial Park~~. The following section applies to farmers market operations ~~in Veterans Memorial Park~~. The market manager has the authority to control the use of the park premises for purposes of Texas Penal Code section 42.03 (obstruction of passageways), issue warnings, provide notice per Texas Penal Code section 30.05 (criminal trespass), and take appropriate action against any person who violates the rules and regulation for market operations, any section of this division, and any other regulation or law. Additional regulation related to the farmers is in article 6.05 of this code. Farmers market rules include:

- (1) All market participants must complete the appropriate application, pay the applicable fees, and be approved by the market manager or the farmers market ~~board~~ committee prior to participation.
- (2) Producers, prepared-food producers, artists and craftspeople, service providers, entertainers, and community organizations that fulfill the mission of the market as listed in section 6.05.003 of this code, may be approved to participate in the market.
- (3) The farmers market and all vendors must comply with the Americans with Disabilities Act and with state accessibility requirements. All common areas and vendor booths must be accessible to individuals with disabilities whenever the booth is open to the public.

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- (4) All vendors must agree to and assist in the inspection of their operation by representative of the market at any time to ensure compliance with these rules and state health rules, as applicable.
  - (5) Market booth fees will be determined annually by the farmers market ~~association board~~ manager and approved by the city council. Fees will be assessed to participants weekly.
  - (6) All selling and promotion must be contained within the ten feet wide by ten feet deep booth space.
  - (7) Any vendor cancellations must be communicated with the market manager by 2:00 p.m. on day prior to the market or late notice fees will be assessed.
  - (8) Smoking or other tobacco use, including vaping or electronic cigarettes, is not allowed in market area.
  - (9) All market complaints should be sent to the market manager for review by the farmers market ~~association board~~ committee.
  - (10) Violation of farmers market or park rules may result in verbal warning, written warning, ~~fine~~, suspension or expulsion from the market. The market manager shall have discretion to enact any or all of the above options based on the severity of the violation.
  - (11) Community organizations that fulfill the mission of the market and seek to fundraise or educate at the market can submit an application to the farmers market ~~association board~~ manager for approval to perform such activities.
  - (12) All vendors must wait for the sound of the opening bell to commence sales to the public.
  - (13) Public dissemination of information is regulated on market days ~~from 2:00 p.m. — 7:00 p.m.~~ during market hours. Those seeking to disseminate information must do so only in the area designated by the market manager.
  - (14) Each vendor is responsible for his or her own sales tax collections and payments.
  - (15) A scale certified by the Texas Department of Agriculture must be used at the market for all products sold by weight.
  - (16) Food samples must be distributed in accordance with the rules set forth by the city's farmers market food sampling rules and Texas Department of State and Health Services.
  - (17) Home-canned processed foods and baked goods can be sold but must comply with the Texas Cottage Food Laws as defined by the Texas Department of State Health Services and Texas Health and Safety Code.

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- (18) All vendors must obtain any and all permits and licenses required by the state and the county as applicable to sell each product.
- (19) All items sold at the market must be raised, prepared, processed, or crafted by the vendor within a 150 mile radius of the city and meet the mission of the market.
- ~~(20) All vendors will be subject to inspection by the market manager prior to selling at the market.~~
- (20) No live animals may be sold or given away at the market.
- (21) No vendor, attendee, or participant in the market may impede pedestrian or vehicular traffic or interfere or disrupt normal market operations.

**Secs. 16.02.066—16.02.100. Reserved.**

*DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE*

**Sec. 16.02.101. Title.**

This division shall be cited as the "standards of care ordinance."

**Sec. 16.02.102. Purpose.**

The following standards of care are intended to be minimum standards by which the city will operate the city's youth programs. These are the basic child-care regulations for programs operated by the city. The programs operated by the city are recreational in nature and are not day care programs. This will allow the city to qualify as being exempt from the requirement of the Texas Human Resources Code. The city is not licensed by the state to offer day care programs.

**Sec. 16.02.103. Applicability.**

These standards apply to ~~all youth programs offered by the city~~ the Coyote Day Camp program offered by the city and directly supervised by city staff.

**Sec. 16.02.104. Definitions.**

Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires

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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.

*Camp counselor*: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs. This definition also includes camp director.

*Camp director*: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs.

*City*: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

*City park or park*: The city parks identified below and any land now or hereafter dedicated by the city as a municipal park.

*Commission*: The city's parks and recreation commission (aka, "parks and rec") or any successor entity.

*Department*: City of Dripping Springs.

*Parent(s)*: One or both parents(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in the city youth program.

*Park*: Drippings Springs Ranch Park, the site at which any city youth program may be hosted.

*Participant*: A youth whose parent(s) or guardian(s) have completed all required registration procedures and determined to be eligible for a city youth program.

*Program manual*: Notebook of policies, procedures, required forms, and organizational and programming information relevant to the city's youth programs.

*Programs site*: Area or facilities where the city youth programs are held.

*Youth program(s)*: The city's youth programs consisting of the summer day camp program which lasts one week (five days) or longer.

#### **Sec. 16.02.105. General information/administration.**

- (a) *Organization* . The governing body of the city's youth programs is the city council.
- (b) *Implementation* . Implementation of the youth programs standards of care is the responsibility of the ~~city administrator and the program director overseeing the recreation programs.~~ DSRP Manager or designee.

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- (c) Application. Programs to which these standards of care will apply are: ~~Camp LASSO summer day camp~~ Coyote Day Camp.
- (d) Access to standards.
- (1) Each site will have available for public and staff review a current copy of the standards of care.
  - (2) Parents will be provided a copy of the current standards of care upon request.
- (e) Program objectives for youth programs.
- (1) To offer a program of varied recreational activities appropriate for children, such as but not limited to those programs that are related to nature, arts and crafts, sports and games, education, drama, special events, and other such activities designed for elementary age children.
  - (2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.
  - (3) To provide a pleasant, memorable, educational and fun recreational experience in a positive environment.
  - (4) To provide a safe environment; always promoting good health and welfare for all.
  - (5) To educate, instill self-confidence, teach teamwork skills and inspire kids to use their leisure time wisely through outdoor education and recreation, in an effort to meet emotional, physical and social needs.
- (f) Exemption status. Once an exempt status is established, the licensing division will not monitor the recreational program. The licensing division will be responsible for investigating complaints of unlicensed child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local law enforcement authorities.
- (g) Standards of care review. Standards will be reviewed annually and approved by the city council after a public hearing is held to pass an ordinance regarding section 42.041(b)(14) of the Human Resources Code.
- (h) Child care licensing. Child care licensing will not regulate these programs nor be involved in any complaint investigation related to the program.
- (i) Complaints. Any parent, visitor or staff may register a complaint by ~~calling~~ contacting the ~~city DSRP Manager office at (512) 858-4725~~, Monday through Friday, 8:00 a.m. to 5:00 p.m.

**Sec. 16.02.106. Staffing.**

- (a) Requirements.
- (1) Program staff must be at least ~~18~~ 15 years old.

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- (2) All program staff should possess or complete prior to the beginning of camp, the following certifications from a nationally recognized organization in the following areas:
    - (A) Community CPR or the equivalent.
    - (B) First aid.
  - (3) Staff must complete the mandatory training program for the day camp.
  - (4) Staff must exhibit competency, good judgment, and self-control throughout the duration of camp.
  - (5) Staff should relate to the children with courtesy, respect, acceptance, and patience.
  - (6) Staff shall not abuse or neglect children.
  - (7) Staff will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any area of improvement or suggestions.
  - (b) Criminal background checks will be conducted on prospective summer day camp employees. An applicant may be disqualified if they have a criminal conviction.
  - (c) A prospective employee may be subject to a drug test prior to hiring.
  - (d) The state-required ratio for number of children (ages five to 13) may not exceed 12:1 children to staff.
  - (e) Participants with special needs requiring personal assistance, i.e., feeding, changing of clothes, using the restroom, must provide an attendant for the duration of the program. Program staff will not provide personal assistance. The attendant will be admitted to the program free of charge.

**Sec. 16.02.107. Facility standards.**

- (a) Safety measures .
  - (1) First-aid kits and infection control kits should be available at the site at which the participants are engaged in program activities.
  - (2) First-aid guidelines should be on file, and available at the site, and include:
    - (A) CPR/rescue breathing sequence guidelines.
    - (B) First-aid review.
    - (C) Medical emergency procedures.
  - (3) In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location.
  - (4) A disaster and evacuation procedure should be posted at the facility.

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- (5) If the site is a building, the site should be provided with clearly marked exits for use in emergency.
- (b) Inspections.
- (1) The facility should generally be kept reasonably free of insects, rodent and stray animals.
  - (2) Program employees will inspect sites daily for any sanitation or safety concerns. Those concerns should be passed on to the supervisor immediately.
- (c) Health and sanitation.
- (1) The facility must have a sufficient number of restrooms, which are maintained in good repair, equipped for independent use by children, and designed to permit staff supervision as needed.
  - (2) The site must have an adequate supply of water and it will be readily available to all participants in a safe and sanitary manner.

**Sec. 16.02.108. Service standards.**

This information will be provided to each staff member as a part of the day camp staff manual.

- (1) Appearance and behavior.
  - (A) Staff will wear name badges that are clearly visible.
  - (B) Appropriate shirts, shorts, and tennis shoes are to be worn at all times. No tube tops allowed, shorts should be at a respectable length, no cutoffs.
  - (C) No clothing should bear any inappropriate logos, phrases, or pictures.
  - (D) Any staff member, who does not adhere to the dress code, will be sent home for the day without pay.
  - (E) Cell phone use is allowed only when the staff is on an approved break, when there are emergency circumstances, or when approved by the camp director.
- (2) Communication with parents.
  - (A) Staff will keep parents continuously informed of activities and schedules. A weekly schedule will be posted at the park ~~and in the city office~~.
  - (B) Camp participants and parents will be treated with respect at all times.
  - (C) Staff will note details of behavior of participants and update parents as much as possible.
- (3) Additional staff responsibilities.
  - (A) Staff will monitor the sign in/out log at all times.

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- (B) Staff will spend ~~100 percent~~ of their time actively involved with participants and/or parents.
- (C) Staff will make an attempt to answer any complaints at the site and resolve all problems in a timely fashion. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately and be investigated within 24 hours.
- (D) Camp staff will clean the program area after each activity.

**Sec. 16.02.109. Operational issues.**

- (a) Emergency phone numbers are kept with the day camp director at all times. These numbers will include the nearest fire, police, and ambulance services.
- (b) A day camp program manual is given to every day camp ~~director and counselor employee~~. An additional manual will be located at each site where all staff can have access to the manual. The manual will contain the following information:
  - (1) Discipline issues.
  - (2) City rules and regulations.
  - (3) Forms that must be filled out.
  - (4) Service standards.
  - (5) Game/activity leadership.
  - (6) Ways to interact with children.
- (c) Sign-in/out sheets will be used every day. Only adults listed on sign-in/out release will be allowed to pick up children. An authorized person must enter the building, present appropriate identification and sign the sheet in order for staff to release the child.
- (d) Parents will be notified regarding planned field trips and provided the required release forms.
- (e) Enrollment information will be kept and maintained on each child and shall include:
  - (1) Child's name, birth date, home address, home telephone number, physician's phone number and the appropriate daytime contact information where parents can be reached during normal business hours.
  - (2) Names and telephone numbers of persons to whom the child can be released.
  - (3) Liability waiver.
  - (4) Statement of the child's special problems and/or needs, including but not limited to any known allergies.
  - (5) Designation of need for reasonable accommodations.
  - (6) Signed acknowledgement of program code of conduct by a parent or guardian.

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- (f) Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation that placed the child at risk.
  - (g) Staff shall notify parents or authorized persons of children in the facility when there is an outbreak of a communicable disease in the facility that is required to be reported to the county department of health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

**Sec. 16.02.110. Behavior management and discipline procedures.**

- (a) Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interest of program participants in mind.
- (b) There will be no harsh, cruel, or corporal punishment used as a method of discipline.
- (c) Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for the chosen action.
- (d) Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident report to indicate they have been advised about specific problems and/or negative behaviors.
- (e) A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program. Parents/guardians will be contacted to pick up their child immediately.
- (f) In instances where there is danger including physical harm or threat of physical harm to participants, staff, or themselves, the offending participant(s) will be removed from the program immediately. Parent(s) or guardian(s) will be contacted to pick up the child immediately.

**Sec. 16.02.111. Illness or injury.**

- ~~(a) Participants shall have and maintain immunizations in accordance with those required by the state department of health for public school attendance according to age.~~
- (a) Parents shall be notified in cases of illness or injury.
- (b) When an incident occurs that results in an injury, an incident report shall be filled out immediately after the incident.
- (c) A child who is ill or injured shall be supervised until the parent or other authorized adult removes the child from the site.

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- (d) In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a child that could be construed as child abuse, the incident must immediately be reported to the camp director, who will immediately notify the county's sheriff's department and any other agency as may be appropriate.
- (e) State law requires the staff of youth programs to report any suspected abuse or neglect of a child to the state department of family and protective services or law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.
- (f) Program staff will receive basic training related to child abuse prevention and how to report suspected abuse.

**Sec. 16.02.112. Monitoring and distribution.**

- (a) The camp director is to confirm and ensure the standards of care are being adhered.
- (b) The camp director in charge of these programs will make visual inspections of all program sites on a biweekly basis and make a report if necessary to be sent to the ~~city administrator~~ DSRP Manager.
- (c) The department shall post and make available copies of these standards and the rules adopted pursuant to this section.
- (d) The department shall notify the parents of each prospective participant that the recreational programs are not licensed by the state. The program may not, and will not, be advertised as any type of child-care facility.
- (e) The ~~camp director~~ DSRP Manager shall submit an annual report on the camp to the ~~city administrator~~ within 30 days of the end of the camp. Parks & Community Services Director. The report shall include standards of care compliance issues and changes recommended for the next year.

**Secs. 16.02.113—16.02.160. Reserved.**

*DIVISION 4. COMMERCIAL FITNESS TRAINERS ACTIVITY ON PARK PROPERTY*

**Sec. 16.02.161. Title.**

This division shall be cited as the "~~commercial fitness trainers~~" "Commercial Activity on Park Property" ordinance."

**Sec. 16.02.162. Purpose.**

These rules are established to ensure:

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- (1) The condition of the city parks do not decline from overuse by commercial ~~fitness trainers' ("trainers")~~ activities;
- (2) Park users ~~not utilizing trainers~~ have adequate access to park facilities when ~~trainers are~~ commercial activity is present at the parks;  
~~Trainers conduct business in park facilities in a manner that promotes public health;~~  
~~and~~
- (3) The city is not liable for injuries sustained by ~~the trainers' and/or the trainers' patrons,~~ any commercial activity on park property.

**Sec. 16.02.163. Applicability.**

These rules apply to anyone providing ~~physical fitness direction~~ services or products for profit while on any city-owned park property.

**~~Sec. 16.02.164. Definitions.~~**

~~Commercial fitness trainer: Per section 16.02.034, a for profit trainer providing physical fitness training expertise to city park users.~~

**Sec. 16.02.165. ~~Itinerant vendor's~~ Commercial Activity in Parks license Permit.**

All commercial ~~fitness trainers~~ activity providers must obtain an ~~itinerant vendor~~ Commercial Activity in Parks license permit prior to ~~training in city parks,~~ as well as comply with all other sections of this division.

- ~~(b) All licensees shall be placed on a calendar year renewal program. If license to conduct training activities is purchased after January of the calendar year, the license fee will be prorated by month, and divided by 12. The trainer shall pay that portion of the 12 months left in the calendar year and will renew on January 2nd of the next calendar year so that license renewal anniversaries are consistent~~

**Sec. 16.02.166. Permit; application; plan required.**

- (a) Commercial ~~fitness trainers~~ activity providers must obtain the proper city-issued commercial ~~fitness trainer's activity~~ permit ("permit") prior to ~~training patrons providing services for profit on city park property from the Parks and Community Services department.~~ Permits may be obtained from the city, 511 Mercer St., Dripping Springs, Texas 78620. Trainers must sign and return to the city a copy of the guidelines for permitting commercial fitness activity ("guidelines"), and retain a copy. See exhibit A attached to Ordinance No. 1510.08 for the guidelines.
- (b) Facility use application. ~~Trainers~~ Commercial activity providers must submit a facility use application ("application") which requires city approval prior to receiving a permit and commencing ~~training activity~~ operations. The application must list the times, dates, and

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the specific areas where ~~training the commercial activity~~ will be conducted. ~~Training events~~ Commercial activity must only be conducted during the times, dates and within the event area specified in the application, including the time to set up and take down equipment. ~~See exhibit B attached to Ordinance No. 1510.08 for an application.~~

- (c) Site layout plan. ~~Trainers~~ Commercial activity providers must submit a site layout plan ("plan") with the application indicating areas of park to be utilized, and equipment ~~brought to training by trainers and patrons to be brought into the park~~. This plan must be attached to the application in order to receive a permit. ~~See exhibit C attached to Ordinance No. 1510.08 for a plan.~~

**Sec. 16.02.167. Provisions.**

- (a) A non-exhaustive list of services commercial ~~fitness trainers ("trainers")~~ activity providers with the proper permit may be allowed to provide at city parks ~~are include but are not limited to:~~ Boot camp training, personal training, ~~and~~ yoga instructing, home school programs, nature based programs, and sports programs.

~~The maximum number of participants in a group is 12 per session. If there are more than 12 participants, the trainer must:~~

- ~~(1) Split group into separate groups directing each to designated areas; and  
(2) Provide a separate trainer for each group.~~

- (b) No more than five x 1.5 hour sessions (or a total of 7.5 hours) are allowed per week at each designated area of a park. No more than two sessions are allowed in any park at any time.
- (c) Commercial (i.e., for profit) use of city parks for fitness sessions may only take place on designated areas within a park. The designated area must be reserved in advance ~~at city hall~~, and is on a first-come, first-served basis.
- (d) Athletic fields (i.e., soccer and football) may be available by special request due to heavy utilization by youth user groups. Other fields (i.e. softball) may be available during off season times. No field can be used without the prior written approval of the city administrator or their designee.
- (e) List of available city parks and the designated areas:
- (1) Charro Ranch Park.
    - (A) ~~Cross country trail~~ Pedestrian Trail.
    - (B) Solstice Circle (yoga only).
  - (2) Dripping Springs Ranch Park.
    - (A) Walking trail system.
    - (B) Open recreation areas as designated on site plan request (if approved).

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- (3) Founders Memorial Park.
- (A) ~~Walking trail system~~ Pedestrian Trail.
  - (B) Open recreation areas as designated on site plan request (if approved).
  - (C) ~~Overflow parking area may be used if the city's youth sports association is not using the facility.~~
  - (C) Athletic Fields
- (4) Sports and Recreation Park.
- (A) ~~Walking trail system~~ Pedestrian Trail.
  - (B) ~~UHL soccer field~~ Athletic Fields.
  - (C) Open recreation areas as designated on site plan request (if approved).
  - (D) Exercise stations.
- (5) Veterans Memorial Park
- (A) Open recreation areas as designated on the site plan request (if approved).
- (6) The city reserves the right to alter commercial fitness training activity areas. Availability is subject to sustainability and maintenance impact on the parks.
- (f) A nonexhaustive list of areas where commercial ~~fitness trainers activity are~~ activity are is prohibited ~~from training~~:
- ~~Veterans Memorial Park;~~
  - (1) Areas of cultural or natural significance as determined by city staff;
  - (2) Within a 100-foot radius of any picnic shelters or benches;
  - (3) Within a 100-foot radius of any playgrounds or play equipment;
  - (4) Within a 100-foot radius of any public toilet or kiosk areas;
  - ~~—The Pound House grounds next to Founders Memorial Park;~~
  - (5) Charro Ranch Park with the exception of the ~~cross-country~~ pedestrian trail, the ~~pavilion~~, and the solstice circle; and
  - (6) Roadways within the parks.
- (g) Additional prohibitions.
- (1) Parking lots within the city parks may not be used for any type of training activity or any other professional service or solicitation at any time without prior approval by the city administrator or their designee.

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- (2) Use of the electrical service at any designated park location is not covered by this permit and must be requested and approved by the city administrator or their designee under separate request. Additional fees will apply.
  - (3) Any amplified music.
  - (4) Training events in the ranch house, in the arena, on the equine trail, in camping areas and their surrounding grounds at the city's Ranch Park.
  - (h) Commercial AG trainer, the city requires any trainer conducting instruction in city parks hold a current fitness certification from a nationally recognized fitness organization. Some examples of these fitness organizations include: National Academy of Sports Medicine, National Association for Fitness Certification, National Fitness Instructor Training.

**Sec. 16.02.168. Fees.**

- (a) Permit fees are needed to ensure that the public is fairly compensated for commercial use of city parks.
- (b) Fees must be paid by trainers and secured by the city prior to beginning the park reservation request process. ~~The fee structure for use of the parks is:~~
  - (1) ~~Six month license: \$50.00.~~
  - (2) ~~Twelve month license: \$70.00.~~
  - (3) ~~Park maintenance fee: \$10.00 per month per training session (in addition to the license).~~
- (c) ~~Applicant shall pay to the city a deposit equal to the cost of the upcoming session/classes in order to reserve space in the park prior to the beginning of the camp/event, etc.~~
- (d) ~~If no sessions/classes occur, the deposit shall be refunded or, at the payee's discretion, retained by the city as credit toward the next session that occurs.~~
- (e) ~~Commercial fitness trainer will complete a monthly report (summary sheet) designed to track park usage and revenue to city. The monthly report form, provided by the city, and payment (payable to the city, sent to the city) of any park maintenance fees, is due to the city by the 10th day of each month sessions are to occur. Monthly reports are only required to be filed when in the preceding month a commercial fitness trainer has used park facilities for purposes governed by this division.~~
- (f) ~~A city employee will perform periodic checks to monitor training instruction and city code compliance.~~

**Sec. 16.02.169. Deposits; insurance.**

Following completion of the permitting process, ~~trainers~~ commercial activity providers must comply with the following:

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- (1) Pay refundable deposits as required ~~for athletic fields~~, a minimum of two weeks prior to first requested date. No rental fee will be charged for use of fields.
  - (2) Requestor must provide a copy of a certificate of liability insurance with a separate endorsement listing the city as an additional named insured in the amount of \$500,000.00.

**Sec. 16.02.170. Criminal offense.**

- (a) A person commits an offense under this division, if the person:
  - (1) Conducts ~~physical fitness training~~ commercial activity for profit without a valid itinerant vendor's license as required by section 16.02.165;
  - (2) Fails to comply with the requirements of section 16.02.166;
  - (3) Uses park facilities prior to payment of a permit fee or deposit per section 16.02.168; or
 

~~Fails to submit a monthly report by the 10th day as required by section 16.02.168(e).~~
- (b) ~~An offense under this section is a misdemeanor punishable by a fine not to exceed \$500.00.~~ No culpable mental state is required for proof of an offense under this section.

**~~Sec. 16.02.171. License suspension, revocation, and appeals.~~**

- ~~(a) Suspension of license. Upon the filing of a complaint alleging an offense under section 16.02.170 the city may, without warning, notice, or hearing suspend an itinerant vendor's license issued under this division for a period of 30 days. A conviction of an offense under section 16.02.170 may result in a suspension of up to 180 days. Suspension is effective upon service of the notice by the city. When an itinerant vendor's license is suspended physical fitness training for profit operations shall immediately cease at city parks. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing. During the pendency of the hearing, the suspension shall be stayed.~~
- ~~(b) Notice and hearing.~~
  - ~~(1) Whenever an itinerant vendor's license is suspended, the holder of the permit or the person in charge shall be notified in writing that the license is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the city by the holder of the license within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The city may end the suspension at any time if reasons for suspension no longer exist.~~
  - ~~(2) The hearing, which shall be administrative in nature, shall be conducted before the city administrator or the city administrator's designee. The city may be represented~~

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by city staff or legal counsel. The hearing shall not be bound by the state rules of evidence, state rules of civil procedure, or the state code of criminal procedure.

- (c) ~~Revocation of license.~~ The city may, after providing opportunity for a hearing, revoke an itinerant vendor's license to a person who is convicted twice of an offense under section 16.02.170. Prior to revocation, the city shall notify the holder of the license in writing, of the reason the license is subject to revocation and that the license shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the city administrator. If no request for hearing is filed within the ten day period, the revocation of the license becomes final.
- (d) ~~Administrative process.~~ A notice as required by this section is properly served when it is delivered to the holder of the license, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the license. A copy of the notice shall be filed in the records of the city.
- (e) ~~The hearing.~~ The hearings provided for in this section shall be conducted by the city administrator or the city administrator's designee at a time and place designated by the city administrator or the city administrator's designee. Based upon the evidence presented at such hearing, the city administrator or the city administrator's designee shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the city.
- (f) ~~Appeal.~~ The licensee shall have ten days from the date of suspension or revocation to file notice of his appeal to the parks and recreation commission from the order suspending or revoking the license. The appeal shall be determined by the parks and recreation commission at its next regular meeting. After holding a hearing on appeal, the parks and recreation commission shall by majority vote either sustain the suspension or revocation, or issue an order reinstating the license. During the pendency of an appeal, a license suspension or revocation shall be stayed.

**Sec. 16.02.171. Indemnity/waiver.**

Permit holder/trainer shall provide the city with a release and waiver of the city's liability for each company, entity, trainer, and participant in each session.

**~~Sec. 16.02.173. Delinquent accounts.~~**

~~Any funds paid by a trainer/entity will first be applied to the appropriate delinquent account, until no longer delinquent, before funds may be applied to future park training uses.~~

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## **ARTICLE 16.02. PARKS AND RECREATION<sup>1</sup>**

### *DIVISION 1. GENERALLY*

**Secs. 16.02.001—16.02.030. Reserved.**

### *DIVISION 2. PARK RULES*

**Sec. 16.02.031. Title.**

This division shall be cited as the parks rules.

**Sec. 16.02.032. Purpose.**

These rules are established to regulate the use of city parks and recreational facilities. These rules are intended to secure and preserve the fullest enjoyment of parks and recreational facilities to a wide range of park patrons. Failure to abide by these rules shall be cause for removal. The commission of offenses under local ordinances or state law shall be cause for arrest.

**Sec. 16.02.033. Applicability.**

These rules apply to and in all parks and recreational facilities or areas belonging to the city or managed by or under the authority of the city. These rules shall not apply to city, state or federal agents or officials in the performance of official duties.

(Ordinance 1510.05, adopted 4/20/10)

**Sec. 16.02.034. Definitions.**

- (a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. 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

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<sup>1</sup>State law reference(s)—Authority to acquire and maintain parks, museums and historic sites, V.T.C.A., Local Government Code, ch. 331.

number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

Alcoholic beverage: Alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Business activities: The provision of services, instructions, training, or support to another person or to a group in exchange for payment.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

Commercial Activity: Providing goods or services for sell or rent or providing a class or instruction for compensation or as an inducement or advertisement for paid classes or instruction.

Commercial fitness trainer: A for profit trainer providing physical fitness training expertise to clients in a city park.

Commission: The city parks and recreation commission (aka, "parks and rec") or any successor entity.

Dangerous animal: An animal that:

- (1) Makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Park personnel deems to be uncontrollable and a danger to those around it.

Department: The City of Dripping Springs and ~~community services department.~~ Parks & Community Services department.

Farmers market ~~association board~~: committee: The board created under article 6.05 of this code ~~who supports, coordinates, and oversees~~ the market and serves as an advisory body to the city council.

Firearm: A device defined in accordance with Texas Penal Code section 46.01.

For profit groups: Individuals or organizations that are not nonprofit groups as determined by state and/or federal law.

Glass container: Any glass receptacle ~~other than:~~

- ~~(1) Glass-lined vacuum bottles;~~
- ~~(2) Commercially produced baby bottles or baby food jars containing products for consumption by a baby; or~~
- ~~(3) Drug glass containers containing over the counter or prescribed drugs.~~

Market manager: The city employee designated by the city administrator to ~~supervise~~ manage the operations of the farmer's market.

Multi-use trail: Trails designated for pedestrian, bicycle, and equestrian use.

Nonpark waste: Trash, refuse, litter or other solid waste that is not created or generated on-site at a park, but is transported from a person's home, business or other location to a park for disposal purposes. This term includes construction debris, office waste, municipal solid waste, and any form of hazardous waste. This term excludes waste generated on park premises during the course of lawful use of the park for recreational purposes.

Park: Any or all of the parks and facilities under the management and control of the city, including any land now or hereafter dedicated by the city as a municipal park.

Park attendant: A city employee who has been designated by the city council or city administrator to oversee and enforce the rules at a city park.

Park facility: Any building or structure intended for a specific type of use within a park including, but not limited to, a building, sports field, recreational facility, parking lot, covered pavilion, designated camping site, skatepark, or other specific use area within a park.

Person: An individual, corporation, organization, government agency, business, trust, partnership, association, or any other legal entity, other than the city.

School-related activity: An event or activity on or off school property sponsored and/or sanctioned by the Dripping Springs Independent School District. Examples include, but are not limited to, sporting events and performances, such as theatrical, etc.

Tobacco product: Includes, but is not limited to, a cigarette, cigar, and any smokeless tobacco product such as chewing and dipping tobaccos.

Vehicle: A device that can be used to transport ~~or draw~~ persons or property including, but not limited to a moped, power-driven bicycle, motorcycle, motor scooter, automobile, truck, golf cart, tractor, aircraft, gliders, paragliders, and all-terrain vehicle.

Weapon: Anything that in the manner of its use or intended use is capable of causing death, personal injury, or serious bodily injury, including (but not limited to) air guns, clubs, axes, pellet or BB guns, bows and arrows, or projectile devices.

(Ordinance 2019-04, adopted 1/15/19)

**Sec. 16.02.035. Enforcement; penalties.**

- (a) Enforcement. The city shall have the power to administer and enforce the provisions of this division as may be authorized by governing law. Any person violating any provision of this division is subject to suit for injunctive relief as well as prosecution for criminal violations to the extent permitted by applicable law.
- (b) Criminal penalty. An offense under this division is a misdemeanor. Any person violating any of said provisions of this division shall, upon conviction, be subject to a fine not to exceed \$500.00 for each offense.
- (c) Civil remedies. Nothing in this division shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this division and to seek all remedies as allowed by law.
- (d) Nothing is in this section limits which individuals are authorized to issue notices of violation, warnings, or citations under state law.

**Sec. 16.02.036. Issuance of warnings and citations.**

- (a) Any park attendant, as well as any city officer or city employee, is authorized to issue warnings to any person or persons violating any rules or regulations applicable to the parks, swimming pools, or other park facilities.
- (b) Any city officer authorized to issue citations may issue them to any person or persons violating any rules or regulations applicable to the parks, swimming pools, or other city-owned facilities.

**Sec. 16.02.037. Authority to establish rules and reservation system.**

The city council hereby authorizes the commission to establish rules for the orderly use of city parks, and to establish and oversee a system for reserving the use of park facilities by persons on a temporary basis. The commission may establish fees, insurance requirements, and any other requirements for such use. Commission rules shall become effective upon ratification by the city council.

**Sec. 16.02.038. Use of park facilities.**

Park facilities generally are available for public use on a first-come, first-served basis except for areas that require entrance or other fees, or that have previously been reserved.

- (1) Entrance or use fees. It is an offense for any patron to enter or use any park area or park facility for which an entrance or use fee has been established, unless each person has first paid the fee or is otherwise authorized to enter. Entrance permits or passes shall be displayed to gate or entrance attendants on request.

- (2) Reservations fees . It is an offense for any patron to use or occupy a facility or area for which a reservation fee has been paid, when such use conflicts with the use by persons holding the reservation. Reservations shall be made in accordance with the city's reservation policies. Confirmation of the reservation shall be displayed on request to city employees charged with supervision or patrolling of parks.

**Sec. 16.02.039. Occupancy limits.**

- (a) The department may establish and post maximum occupancies for any park area or park facility.
- (b) It is an offense for any patron to enter into or remain in an area or facility for which an occupancy limit has been established when such action will have the effect of exceeding the established occupancy limits.

**Sec. 16.02.040. Assemblies or public demonstrations.**

~~Organizers intending to conduct an event of any kind on parkland shall provide 24 hours' notice to the department by calling the city, if the expected crowd will exceed 60 individuals. (a) Organizers intending to conduct an event of 50 or more on parkland shall submit a completed Special Event Application at least 30 days prior to the start of the event being considered. Per City Code 6.02.071~~

(b) Generally, events at parks are permissible, except where such an activity will prevent or will be inconsistent with the intended use of park facilities at the proposed site of assembly or may disrupt or interfere with scheduled events. Parks fees do apply to any event depending upon location of the event.

(c) A violation of subsection (a) is an offense.

**Sec. 16.02.041. Closed areas.**

- (a) The city administrator or designee may close park areas, wildlife preserves, or park facilities to public entry or otherwise restrict use until such time as the area or facility can be made available for public use.
- (b) Except in emergency circumstances, notice of closure shall be posted at the entrance of the area or facility and on the city's website and patrons shall not enter closed or restricted areas.
- (c) ~~It is an offense for any~~No person under this section to shall enter areas closed due to flooding or which are areas that are the subject of a flood ban.
- (d) A violation of this section is an offense.

**Sec. 16.02.042. Disruptive, destructive or hazardous behavior; ejection from park.**

- (a) ~~Patrons~~A person who engages in disruptive, destructive or hazardous conduct may be warned and asked to stop such conduct immediately by any park attendant, city employee charged with patrolling of parks, or a peace officer.
- (b) Under circumstances where a patron's conduct is unlawful or poses an imminent threat of injury or prevents the public enjoyment of the park facility, any park attendant, city employee charged with patrolling of parks, or a peace officer is authorized to notify the patron to immediately leave the park facility per Texas Penal Code, section 30.05.

**Sec. 16.02.043. Vending.**

- (a) It is an offense for any person to conduct the commercial sale or offer to sell any goods, wares, drinks, food, or items nor render or offer to render any service for hire, at any park, or facility except for transportation, vehicle wrecker, or emergency roadside services provided to a specific patron upon their request, or as authorized by a contract or permit properly issued by the city.
- (b) Commercial fitness trainers providing physical fitness training expertise to city park users for profit are governed under division 4 of this article.

**Sec. 16.02.044. Abandoned or unattended property.**

- (a) It is an offense for any person to abandon a vehicle or other personal property at any park. Abandoned property shall be removed, impounded, and sold in conformance to city ordinances or state laws or as may be determined by the city.
- (b) It is an offense for any person to leave a vehicle, boat, barge, or other property unattended at any park facility in such a manner as to create a hazardous or unsafe condition, or at any time after applicable park hours as set forth in this division. Such property may be removed to a safe place or impounded by the city in accordance with city ordinance or state law.

**Sec. 16.02.045. Peace and quiet.**

- (a) Patrons shall preserve the peace and quiet enjoyment of the parks and open spaces by observing all ordinances and state laws governing noise and amplified sound.
- (b) It is an offense for any person to make unreasonable noise ~~as listed below, including, but not limited to, discharge of weapons or fireworks except as authorized by this division, or engage in offensive gestures or conduct constituting disorderly conduct under state law (Texas Penal Code section 42.01) in any park.~~
- (c) It is an offense for any person to use any device, including, but not limited to radios, that result in the emission of sound in excess of 85 decibels when measured at the source.

**Sec. 16.02.046. Firearms and other weapons.**

- (a) It is an offense for any person to:
- (1) Carry or possess weapons or firearms while in park facilities except as referenced or authorized by subsection (b) of this section.
  - (2) Use firearms or weapons unless conducted under permit or contract, or in an authorized park facility.
  - ~~(3) Display a firearm or other weapon in any park in a manner calculated to alarm or threaten anyone (Texas Penal Code 42.02).~~
- (b) It is not an offense for a person to carry or possess weapons or firearms:
- (1) In those areas of a park or park facilities where usage is expressly allowed by ordinance or park rules;
  - (2) As allowed by state and federal gun laws including, without limitation, the right of a person licensed to carry a firearm in this state;
  - (3) When otherwise authorized in writing by the department; or
  - (4) At any event such as a gun show or other weapons related event at specific facilities, that are authorized in advance by the department and subject to a rental contract including appropriate security, safety, liability and insurance requirements.

**Sec. 16.02.047. Protection of wildlife.**

All wildlife within the boundaries of any city park facility is protected. It is an offense for any person to harm, harass, hunt, trap or remove any animal, including mammals, fish, insects, birds, reptiles, or other living creature from any park facility except upon written approval of the city.

**Sec. 16.02.048. Protection of plant life.**

- (a) All plant life within the boundaries of any city park facility is protected.
- (b) It is an offense for any person to:
- (1) ~~Willfully~~ Intentionally mutilate, injure, destroy, thrash, or remove any live tree, shrub, vine, wildflower, grass, sedge, fern, moss lichen, fungus or any other member of the plant kingdom or portion thereof, except upon approval by the city;
  - (2) Collect or harvest dead wood or plants, or portions thereof, except upon written approval by the city; or
  - (3) Thrash pecan trees.
- (c) The collecting of pecan nuts on the ground is allowed (Texas Rev. Civ. Statutes 6143.1).

**Sec. 16.02.049. Protection of natural resources.**

- (a) All sites, objects, buildings, artifacts, implements, and locations of historical, archaeological, geologic, scientific or educational interest of every character located in, on, or under the surface of any park facility are protected.
- (b) It is an offense for any person to remove, excavate, take, dig into, or destroy any site, object, building, artifact, implement or location of archaeological, geological, scientific or historical interest without having permits as required by the Texas Natural Resources Code, and without having written permission of the city.

**Sec. 16.02.050. Animals.**

- (a) Persons bringing pets or other animals into any park areas or facility where they are expressly allowed, shall, at all times, keep them under confinement or direct control. Leads on leashes used to control animals shall not be more than six feet long. Dogs may be allowed to be without a leash in areas that are specifically designated by the department for such use, if any, provided that each dog remains under immediate personal supervision and command.
- (b) It is an offense for any person to within a park or park facility:
  - (1) Permit a pet or other animal to remain unattended or create a disturbance or a hazard;
  - (2) Permit a pet or other animal to be in the water of a swimming pool or designated swim area except when expressly authorized by ordinance, park rule, or in writing by the department;
  - (3) Permit a pet animal, except for an animal trained in assisting handicapped or disabled persons, within the land area or beach area adjacent to the water of a swimming pool or designated swim areas except when expressly authorized by ordinance, park rule, or in writing by the department;
  - (4) Bring into, or permit to range at any park, domestic fowl, horse, swine, sheep, goat, or other livestock except when expressly authorized by ordinance, park rule, or in writing by the department;
  - (5) Ride, drive, lead or keep a horse at any park facility, except:
    - (A) On a horseback riding trail, so designated and posted by the city; and
    - (B) As authorized under contract, approved reservation, or permit;
  - (6) Ride a horse in a manner that is dangerous to any person or animal at any park facility or wildlife preserve;
  - (7) Hitch a saddled horse to a tree, shrub, or structure in any manner that causes damage;



- (8) All horseback riders are required to have a permit on file with the department. To obtain a permit the following are required:
- (A) Coggins certificate shall be available for inspection at all times;
  - (B) Liability waiver must be signed by each permit holder;
  - (C) Permit must be displayed in vehicle and on person during park use; and
  - (D) ~~One hundred dollar fine will be charged per horse/rider for permit violation~~An offense under (b)(8) is punishable by a fine of \$100.
- (9) Permit pets or other animals within the playscape areas, or any play areas that are designed for children;
- (10) Bring into or permit dangerous animals in any city park; or
- (11) Knowingly, intentionally or negligently allow any pet or animal that a person exercises any ownership, care, custody or control over to deposit feces on any city property, unless said person removes the feces once deposited, with the exception of equine feces at Dripping Springs Ranch Park. Failure to carry feces removal supplies when accompanied by a pet or other animal a park will constitute a violation of this section.
- (c) Hunting. It is an offense for any person to:
- (1) Hunt, trap, or pursue wild life at any time in any city park; or
  - (2) Use, carry or possess any kind of trapping device in any city park.
  - (3) Animal control officers and their designees shall be excluded from this section when in the performance of their duties.

**Sec. 16.02.051. Fires, smoking of meat, firewood, and fireworks.**

- (a) It is an offense for any person to light, build, or maintain a fire in any park, except in a park facility or device provided, maintained, or designated for such purposes, or as authorized in writing by the city.
- (b) Portable camp stoves or portable barbecue grills of metal construction may be used in designated campsites or picnic areas.
- (c) Campfires shall be allowed only with the written authorization of the city in approved locations and under such conditions as may be prescribed by the city. Allowed campfires shall be attended at all times by an adult until fully extinguished.
- (d) During periods of extreme fire hazard or burn ban period initiated by the county, fires and smoking in designated areas are restricted as directed by the city and the county.
- (e) It is an offense for any person to cut, gather, or collect wood or other combustible material in any city park, for use as firewood or fuel, except for material designated for this purpose by the city.

- (f) It is an offense for any person to possess or use any kind of firework, except by permit, in any park.

**Sec. 16.02.052. Camping and overnight use.**

- (a) Generally; definition. It is an offense for any person to camp in any park, except as authorized by permit and only in camping facilities or sites designated or marked for that purpose. Camping is defined as:
- (1) Occupying a designated camping facility or site.
  - (2) Erecting a tent or arranging bedding, or both, for the purpose of, or in such a manner as will permit remaining overnight.
  - (3) Use of a car, trailer, camper, or other vehicle for the purpose of sleeping overnight.
- (b) Camping time limit.
- (1) To afford all the public a wider use of the city's camping facilities, continuous occupancy of camping facilities by the same person or persons in a park is limited to seven consecutive calendar days within any 90-day period.
  - (2) The city may establish an alternate time limit for continuous occupancy of a facility or facilities by the same person or persons in a park, or in a designated portion of a park, when necessary to achieve maximum utilization of the park, or designated portion, by all the public.
- (c) Minors. Persons under the age of 18 years that are authorized to be in a park between the hours of 9:00 p.m. and 8:00 a.m. shall be accompanied or supervised by an adult at all times. The ratio of adults to minors shall not be less than one adult for every eight minors.
- (d) Water, wastewater, sewage, and garbage. It is an offense for any person to:
- (1) Deposit wastewater, sewage, or effluent from sinks, toilets, or other plumbing fixtures directly on the ground or into the water;
  - (2) Use any water fountain, drinking fountain, pool, sprinkler, reservoir, lake or any other water body contained in the park for bathing, laundering, and washing dishes, pets, or vehicles (including trailers);
  - (3) Discard, deposit, or dump garbage in a park, except for:
    - (A) Garbage generated inside the park during the course of park visitation; or
    - (B) An amount of garbage consistent with what ordinarily would accumulate in a vehicle in the course of a day's travel;
  - (4) Dispose of garbage except in a receptacle provided for that use or as may otherwise be specifically authorized by department personnel; or

- (5) Use water provided by the park for purposes other than drinking, washing or culinary uses necessary while in the course of authorized or allowed use of the park.
- (e) Clotheslines. Under no circumstances may clotheslines be strung across or secured to any vegetation or other county properties.
- (f) Responsibility. The city assumes no responsibility for personal belongings or property of any kind.

**Sec. 16.02.053. Operation of motor vehicles.**

- (a) It is an offense for any person to:
- (1) Operate a motor vehicle in any park, except upon roads, driveways, parking areas, and areas designated as open to motor vehicles, or as authorized in writing by the city;
  - (2) Drive or operate any type of motor vehicle in any city park at a speed greater than indicated by appropriate traffic signs; or
  - (3) Drive or operate any type of motor vehicle in any park that has the potential or is used in a manner so as to be destructive and cause damages to grounds, parking areas, driveways, roads, and any other city property.
- (b) This section shall not apply to the following persons if in the park or facility in their performance of their duties: Peace officers, physicians responding to an emergency, ambulance operators/emergency medical services and attendants, employees of the city and fire suppression personnel.

**Sec. 16.02.054. Parking of vehicles.**

- (a) It is an offense for any person to:
- (1) Park a motor vehicle in a park except in designated parking areas, or within 12 feet of a public park road, if not otherwise prohibited;
  - (2) Access or park in areas of a park where permits are required without a proper city issued permit; or
  - (3) Park, store or leave a vehicle or trailer in areas of a park posted "restricted" or "no parking."
  - (4) Park, store or leave a vehicle or trailer in areas of a park past the posted hours of the park without a permit.
- (b) A vehicle or trailer parked in such a manner as to create a hazardous or unsafe condition may be impounded, consistent with city ordinance and state law.
- (c) This section shall not apply to the following persons if in the park or facility in their performance of their duties: Peace officers, physicians responding to an emergency,

ambulance operators and attendants, employees of the city and fire suppression personnel.

**Sec. 16.02.055. Trail use.**

- (a) It is an offense for any person to:
- (1) Operate or use a motor vehicle, including a motorcycle, motorbike, mini-bike, or a bicycle on a trail or path not designated for the use with such vehicles;
  - (2) Operate or use a bicycle on any pedestrian trail; or
  - (3) Ride, drive, leads or keep a horse on any pedestrian trail.
- (b) On multi-use trails, bicyclists shall yield to joggers, joggers to walkers. All trail users must yield to horses.
- (c) Trail users on multi-use trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.
- (d) Bicyclists should maintain bicycles in good condition and should operate them in a safe, manner at a reasonable and prudent speed. All bicycles shall be equipped with properly functioning brakes.

**Sec. 16.02.056. Adherence to signs; unlawful signs.**

- (a) All persons shall comply with the signs and markers installed by the city in any park.
- (b) It is an offense for any person to paste, glue, tack or otherwise post any signs, placard, advertisement, or inscription whatsoever nor shall any person erect or cause to be erected any sign whatsoever on any public land or highway or roads adjacent to any park or within any park without permission from the city as provided in the signs on city property policy. This provision shall not apply to traffic-control devices and/or signs authorized by the city council.

**Sec. 16.02.057. Alcohol, electronic cigarettes, vaping, and tobacco.**

- (a) It is an offense for any person to:
- (1) Sell, possess with the intent to sell or, consume alcoholic beverages in a city-owned park, unless authorized by the city, ~~in the following areas: in writing.~~
    - ~~(A) Within enclosed areas of swimming or wading pools;~~
    - ~~(B) In recreation centers and adjacent grounds;~~
    - ~~(C) Within the playing boundaries of athletic fields; and~~
    - ~~(D) In those areas designated by the city;~~

- ~~(2) Use alcoholic beverages at any school related or school sanctioned activity, on or off school property, including any city-owned park; or~~
- (3) Smoke or use any tobacco products, including electronic cigarettes and vaping, at in ~~any school related or school sanctioned activity, on or off school property, including any city-owned park.~~
- (b) A person who engages in conduct prohibited by this section commits an offense which, upon conviction is punishable by a fine not to exceed \$500.00.

**Sec. 16.02.058. Drugs.**

It is an offense for any person to possess or use illegal drugs (controlled substances) at any location in a park.

**Sec. 16.02.059. Glass containers.**

It is an offense for any person to possess glass containers at any location in a park except where authorized by the city in writing for events subject to a permit or rental contract.

**Sec. 16.02.060. Closing hours.**

- (a) The hours of operation for city parks shall be as follows, unless otherwise modified in a park use permit or agreement:

Sunday—Saturday: ~~Dawn to midnight.~~ 5:00 am – 11:00 pm.

- (b) ~~The following exception shall apply, unless otherwise specifically modified in the use permit or agreement:~~

- ~~(1) Events with loudspeakers, amplified sound, or any activity which involves amplification equipment/devices of any kind shall not commence prior to 5:30 p.m. Monday through Friday, and shall terminate by 10:30 p.m. Sunday through Thursday.~~
- ~~(2) No activity which may disrupt normal city business/operations or neighboring residential properties shall commence prior to 5:30 p.m., Monday through Friday.~~
- ~~(3) Events with loudspeakers, amplified sound, or any activity which involves amplification equipment/devices of any kind shall terminate by midnight Friday and Saturday night.~~
- ~~(4) Exceptions to the provisions of this section may be considered by the city administrator, upon recommendation by the parks and community services director, by written agreement as related to the Dripping Springs Ranch Park Event Center, and on a case by case basis.~~

**Sec. 16.02.061. Noise from events that include loudspeakers or amplified sound.**

All events which will include loudspeakers, amplified sound, or amplification equipment/devices of any kind in a city-owned park must:

- a. ~~Have written~~ Written permission from the City Administrator or designee.
- b. Comply with the Texas Penal Code 42.01(a)(5).
- c. ~~Notwithstanding the foregoing,~~ The city reserves the right to ask disruptive amplified sound to be turned down.
- d. Specific parks or park facilities may enact additional rules regarding noise or quiet times.

**Sec. 16.02.062. Events requiring street closures.**

Any non-city event held in a city park, which will require street closures, barricades, or diversion of traffic for any reason, must be approved by the city council at least 30 days in advance.

**Sec. 16.02.063. Littering; pollution of swimming pool or water body.**

It is an offense for any person to:

- (1) Place or deposit any garbage, trash, discarded vegetation of any kind, or any other refuse in any park or park facility except in receptacles designated for such purpose by the city. In any park area where receptacles are not provided, persons shall carry any garbage, trash, discarded vegetation of any kind, or any other refuse away from the park and properly dispose of it elsewhere;
- (2) Place or deposit any garbage, trash, discarded vegetation of any kind or any other refuse in any city park except that which was generated within the park grounds. City trash receptacles shall never be used to discard trash, garbage, vegetation or other refuse which is brought to the park for the purpose of disposal; or
- (3) Throw, discharge, or otherwise place or cause to be placed in the waters of any swimming pool, fountain, or body of water in or adjacent to any public park or recreation area, any substance, matter or thing, liquid or solid, which will or may result in the pollution of the water.

**Sec. 16.02.064. Pool rules.**

- (a) Children under 12 years of age must be accompanied and supervised at all times by a parent or ~~competent person~~ guardian at least 18 years of age.
- (b) Swimmers must wear proper attire; (i.e., swimming suits or trunks). A clean tee shirt may be worn over proper swim attire. No cut-offs permitted.

- (c) Regular Diapers are not permitted in the pool area. All individuals not potty trained are required to wear a disposable swim diaper along with their bathing suit when in the water.
- (d) No running, fast walking, horseplay, or rough play is allowed in the pool complex. No pushing, throwing, dunking, splashing, riding on shoulders, chicken fighting or any games or actions that may endanger swimmers or individuals using the pool area.
- (e) Admission to the pool may be denied when, at the city's sole discretion, it is deemed that:
- (1) An individual is apparently unable to care for themselves to the extent they pose a reasonable risk of harm to themselves or others.
  - (2) An individual is intoxicated or appears to be under the influences of controlled substances.
  - (3) The city has specific evidence that an individual suffers from a contagious disease.
  - (4) An individual exhibits open sores, wounds or runny nose.
  - (5) An individual is not clad as detailed in subsections (b) and (c) inappropriately.
  - (6) In the opinion of the aquatics employee in charge (e.g., head lifeguard), the individual poses a reasonable risk to the health and safety of the pool patrons or general public.
- (f) Pool personnel may eject persons from pool area at any time when deemed necessary to protect the health and safety of pool patrons, as determined within the sole discretion of city officials. In serious cases of misconduct, the department office or the county sheriff should be called. In cases involving small children, the parents will be informed. No refunds of entry fee will be allowed upon ejection.
- (g) The following nonbinding guidelines explain the typical progressive enforcement of a violation of these rules in this section:
- (1) First offense violation : Rule is explained and warning issued.
  - ~~(2) Second offense : Rule is explained and one hour "time out" enforced.~~
  - ~~(3) Third Second offense violation~~ : Person must leave for the day. No refund of entry fee.
- (h) No loitering around ~~cashiers~~ the office area, lifeguards on duty, or lifeguard stands. No one, except a lifeguard, is allowed on or near lifeguard stand(s).
- (i) All guests must shower before entering the pool.
- (j) An individual may not enter the pool or pool area unless a lifeguard is on duty.
- (k) Swimmers are not to hang or pull on lifelines, ropes, nets or rims. Mistreatment or abuse of pool property or other patron's personal property will not be tolerated. No swinging on ladders, playing on or near the ladders, or jumping off of ladders.
- ~~(k)~~ No diving, flips, somersaults, twists, or belly flops allowed. Swimmers may only jump into the pool facing forward with feet first.

- (l) Abusive or profane language will not be tolerated.
- (m) Facemasks and goggles are permitted to be worn in the pool provided they are properly used and have non-breakable lenses. ~~Facemasks and goggles are not permitted to be worn on the slides.~~
- (n) No glass containers are allowed in the pool complex.
- (o) No outside drinks or food are permitted in the pool complex. No ice chests are allowed in pool complex unless given written permission by the City Administrator or designee. ~~The only exceptions to this rule are applicable to authorized private parties or special use events.~~
- (p) Smoking or tobacco use of any type, including electronic cigarettes or vaping, is not allowed in the pool complex.
- (q) No alcohol, in any form, is allowed in the pool complex.
- (r) The city is not responsible for lost, stolen, or damaged personal belongings. Patrons should not bring valuables to the pool complex.
- (s) Lifeguard(s) on duty ~~are the city officials and park attendants primarily in charge of enforcing the rules.~~ have final authority to enforce all the pool rules.
- (t) Children five years and younger must be within arm's reach of an adult while in water.
- (u) No animals are allowed in the pool complex except with written ~~authorization~~ permission ~~of from the city~~ unless such animal is a service animal or a service animal-in-training.
- (v) The pool will be closed for thunderstorms at first sign of lightning or thunder. The pool will re-open 30 minutes after last thunder is heard and last lightning seen.
- (w) Flotation devices will be permitted at the lifeguard's discretion. Inflatable beach balls, sponge balls, squirt guns, noodles, or other pool toys are allowed in the pool during noncrowded conditions and at lifeguard's discretion.
- (x) Any and all injuries occurring within the pool complex must be reported to the ~~manager~~ head lifeguard on duty immediately. Accident/incident reports must be filled out by the pool personnel and turned in to the ~~parks and recreation director daily~~ Aquatics manager.
- ~~Ten minute safety break shall occur each hour. At ten minutes before the hour, each hour, all swimmers must get out of pool. This break is for the water quality to be checked, lifeguards to take a break and swimmers to take a break.~~
- (y) All patrons entering the facility during swim times are required to pay the facility admission fee.
- (z) Incidents involving any blood, feces, vomit, or other unsanitary matter in or close to the water must be reported to the nearest lifeguard and the manager on duty immediately. Such incidents may require the pool to be closed temporarily for cleaning and sanitation.



**Sec. 16.02.065. Special rules for specific park facilities.**

- (a) Each park facility may develop additional rules and regulations that address problems specific to that facility, which shall be in writing and approved by the ~~director of the department~~ City Administrator or designee. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.
- (b) Dripping Springs Ranch Park Rules:
- (1) It is an offense for any person to swim or boat at this park.
  - (2) Only members of the Dripping Springs Ranch Park or patrons who pay a daily fee are permitted to have their horses at this park.
  - (3) It is an offense for aAny farrier to provideing services at this park without approval shall pay an itinerant vendor fee and is permitted to provide their services only in the designated areas provided by the ranch park manager or the director of the department Parks & Community Services Director.
  - (4) Quiet hours for RV sports are from 10:00 p.m. to 6:00 a.m. unless approved ~~by the department in a rental contract.~~ in writing.
  - (5) All waste must be disposed of in the dumpster located on site at the park. Littering on the property will result in a fine.
  - (6) All wastewater, including gray water, must be disposed of in the dump station, located on site at the park. Any dumping of waste/sewage on pavement, dirt or vegetation will result in eviction.
  - (7) No swimming pools are to be set upon the property.
  - (8) Rowdiness, abusive language, fighting, lewd conduct, reckless driving/speeding, drunkenness, and possession of or use of illegal drugs will not be tolerated at any time. Amplified sound, firearms, or weapons shall not be allowed unless otherwise allowed by law or authorized by the city by written agreement.
  - (9) Parents are responsible for the conduct of their children and financially responsible for any damages caused by their children. Children under the age of 13 must be accompanied by an adult at all times.
  - (10) The city, the department, and Dripping Springs Ranch Park, as well as their officials, agents, and employees are not responsible for property or personal injury damages arising out of, or in any way connected to use of the park, including, but not limited to loss or damage by fire, wind, theft, accident, or Acts of God.
  - (11) Registered guests and visitors are liable for all personal injury or property damages and assume any and all risks associated with use of the park to their person, property, animals and vehicles.

(12) ~~All park rules apply to Dripping Springs Ranch Park and the event center, including hours of operation and hours when amplified sound is allowed. The hours of operation and hours of amplified sound may be extended by written agreement between the city and a user of this park.~~

(13) No vehicles are allowed within the park without a permit or written permission after 11:00 pm

(c) ~~Farmers Market Park in Veterans Memorial Park~~. The following section applies to farmers market operations ~~in Veterans Memorial Park~~. The market manager has the authority to control the use of the park premises for purposes of Texas Penal Code section 42.03 (obstruction of passageways), issue warnings, provide notice per Texas Penal Code section 30.05 (criminal trespass), and take appropriate action against any person who violates the rules and regulation for market operations, any section of this division, and any other regulation or law. Additional regulation related to the farmers is in article 6.05 of this code. Farmers market rules include:

- (1) All market participants must complete the appropriate application, pay the applicable fees, and be approved by the market manager or the farmers market ~~board~~ committee prior to participation.
- (2) Producers, prepared-food producers, artists and craftspeople, service providers, entertainers, and community organizations that fulfill the mission of the market as listed in section 6.05.003 of this code, may be approved to participate in the market.
- (3) The farmers market and all vendors must comply with the Americans with Disabilities Act and with state accessibility requirements. All common areas and vendor booths must be accessible to individuals with disabilities whenever the booth is open to the public.
- (4) All vendors must agree to and assist in the inspection of their operation by representative of the market at any time to ensure compliance with these rules and state health rules, as applicable.
- (5) Market booth fees will be determined annually by the farmers market ~~association~~ ~~board~~ manager and approved by the city council. Fees will be assessed to participants weekly.
- (6) All selling and promotion must be contained within the ten feet wide by ten feet deep booth space.
- (7) Any vendor cancellations must be communicated with the market manager by 2:00 p.m. on day prior to the market or late notice fees will be assessed.
- (8) Smoking or other tobacco use, including vaping or electronic cigarettes, is not allowed in market area.

- (9) All market complaints should be sent to the market manager for review by the farmers market ~~association board~~ committee.
- (10) Violation of farmers market or park rules may result in verbal warning, written warning, ~~fine~~, suspension or expulsion from the market. The market manager shall have discretion to enact any or all of the above options based on the severity of the violation.
- (11) Community organizations that fulfill the mission of the market and seek to fundraise or educate at the market can submit an application to the farmers market ~~association board~~ manager for approval to perform such activities.
- (12) All vendors must wait for the sound of the opening bell to commence sales to the public.
- (13) Public dissemination of information is regulated on market days ~~from 2:00 p.m. — 7:00 p.m.~~ during market hours. Those seeking to disseminate information must do so only in the area designated by the market manager.
- (14) Each vendor is responsible for his or her own sales tax collections and payments.
- (15) A scale certified by the Texas Department of Agriculture must be used at the market for all products sold by weight.
- (16) Food samples must be distributed in accordance with the rules set forth by the city's farmers market food sampling rules and Texas Department of State and Health Services.
- (17) Home-canned processed foods and baked goods can be sold but must comply with the Texas Cottage Food Laws as defined by the Texas Department of State Health Services and Texas Health and Safety Code.
- (18) All vendors must obtain any and all permits and licenses required by the state and the county as applicable to sell each product.
- (19) All items sold at the market must be raised, prepared, processed, or crafted by the vendor within a 150 mile radius of the city and meet the mission of the market.
- ~~(20) All vendors will be subject to inspection by the market manager prior to selling at the market.~~
- (20) No live animals may be sold or given away at the market.
- (21) No vendor, attendee, or participant in the market may impede pedestrian or vehicular traffic or interfere or disrupt normal market operations.

**Secs. 16.02.066—16.02.100. Reserved.***DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE***Sec. 16.02.101. Title.**

This division shall be cited as the "standards of care ordinance."

**Sec. 16.02.102. Purpose.**

The following standards of care are intended to be minimum standards by which the city will operate the city's youth programs. These are the basic child-care regulations for programs operated by the city. The programs operated by the city are recreational in nature and are not day care programs. This will allow the city to qualify as being exempt from the requirement of the Texas Human Resources Code. The city is not licensed by the state to offer day care programs.

**Sec. 16.02.103. Applicability.**

These standards apply to ~~all youth programs offered by the city~~ the Coyote Day Camp program offered by the city and directly supervised by city staff.

**Sec. 16.02.104. Definitions.**

Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. 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.

*Camp counselor*: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs. This definition also includes camp director.

*Camp director*: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs.

*City*: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

City park or park: The city parks identified below and any land now or hereafter dedicated by the city as a municipal park.

Commission: The city's parks and recreation commission (aka, "parks and rec") or any successor entity.

Department: City of Dripping Springs.

Parent(s): One or both parents(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in the city youth program.

Park: Drippings Springs Ranch Park, the site at which any city youth program may be hosted.

Participant: A youth whose parent(s) or guardian(s) have completed all required registration procedures and determined to be eligible for a city youth program.

Program manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to the city's youth programs.

Programs site: Area or facilities where the city youth programs are held.

Youth program(s): The city's youth programs consisting of the summer day camp program which lasts one week (five days) or longer.

#### **Sec. 16.02.105. General information/administration.**

- (a) Organization. The governing body of the city's youth programs is the city council.
- (b) Implementation. Implementation of the youth programs standards of care is the responsibility of the ~~city administrator and the program director overseeing the recreation programs.~~ DSRP Manager or designee.
- (c) Application. Programs to which these standards of care will apply are: ~~Camp LASSO summer day camp~~ Coyote Day Camp.
- (d) Access to standards.
  - (1) Each site will have available for public and staff review a current copy of the standards of care.
  - (2) Parents will be provided a copy of the current standards of care upon request.
- (e) Program objectives for youth programs.
  - (1) To offer a program of varied recreational activities appropriate for children, such as but not limited to those programs that are related to nature, arts and crafts, sports and games, education, drama, special events, and other such activities designed for elementary age children.
  - (2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.

- (3) To provide a pleasant, memorable, educational and fun recreational experience in a positive environment.
  - (4) To provide a safe environment; always promoting good health and welfare for all.
  - (5) To educate, instill self-confidence, teach teamwork skills and inspire kids to use their leisure time wisely through outdoor education and recreation, in an effort to meet emotional, physical and social needs.
- (f) Exemption status. Once an exempt status is established, the licensing division will not monitor the recreational program. The licensing division will be responsible for investigating complaints of unlicensed child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local law enforcement authorities.
- (g) Standards of care review. Standards will be reviewed annually and approved by the city council after a public hearing is held to pass an ordinance regarding section 42.041(b)(14) of the Human Resources Code.
- (h) Child care licensing. Child care licensing will not regulate these programs nor be involved in any complaint investigation related to the program.
- (i) Complaints. Any parent, visitor or staff may register a complaint by ~~calling~~ contacting the city DSRP Manager office at (512) 858-4725, Monday through Friday, 8:00 a.m. to 5:00 p.m.

#### **Sec. 16.02.106. Staffing.**

- (a) Requirements.
- (1) Program staff must be at least ~~18~~ 15 years old.
  - (2) All program staff should possess or complete prior to the beginning of camp, the following certifications from a nationally recognized organization in the following areas:
    - (A) Community CPR or the equivalent.
    - (B) First aid.
  - (3) Staff must complete the mandatory training program for the day camp.
  - (4) Staff must exhibit competency, good judgment, and self-control throughout the duration of camp.
  - (5) Staff should relate to the children with courtesy, respect, acceptance, and patience.
  - (6) Staff shall not abuse or neglect children.
  - (7) Staff will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any area of improvement or suggestions.

- (b) Criminal background checks will be conducted on prospective summer day camp employees. An applicant may be disqualified if they have a criminal conviction.
- (c) A prospective employee may be subject to a drug test prior to hiring.
- (d) The state-required ratio for number of children (ages five to 13) may not exceed 12:1 children to staff.
- (e) Participants with special needs requiring personal assistance, i.e., feeding, changing of clothes, using the restroom, must provide an attendant for the duration of the program. Program staff will not provide personal assistance. The attendant will be admitted to the program free of charge.

**Sec. 16.02.107. Facility standards.**

(a) Safety measures.

- (1) First-aid kits and infection control kits should be available at the site at which the participants are engaged in program activities.
- (2) First-aid guidelines should be on file, and available at the site, and include:
  - (A) CPR/rescue breathing sequence guidelines.
  - (B) First-aid review.
  - (C) Medical emergency procedures.
- (3) In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location.
- (4) A disaster and evacuation procedure should be posted at the facility.
- (5) If the site is a building, the site should be provided with clearly marked exits for use in emergency.

(b) Inspections.

- (1) The facility should generally be kept reasonably free of insects, rodent and stray animals.
- (2) Program employees will inspect sites daily for any sanitation or safety concerns. Those concerns should be passed on to the supervisor immediately.

(c) Health and sanitation.

- (1) The facility must have a sufficient number of restrooms, which are maintained in good repair, equipped for independent use by children, and designed to permit staff supervision as needed.
- (2) The site must have an adequate supply of water and it will be readily available to all participants in a safe and sanitary manner.

### Sec. 16.02.108. Service standards.

This information will be provided to each staff member as a part of the day camp staff manual.

- (1) Appearance and behavior .
  - (A) Staff will wear name badges that are clearly visible.
  - (B) Appropriate shirts, shorts, and tennis shoes are to be worn at all times. No tube tops allowed, shorts should be at a respectable length, no cutoffs.
  - (C) No clothing should bear any inappropriate logos, phrases, or pictures.
  - (D) Any staff member, who does not adhere to the dress code, will be sent home for the day without pay.
  - (E) Cell phone use is allowed only when the staff is on an approved break, when there are emergency circumstances, or when approved by the camp director.
- (2) Communication with parents .
  - (A) Staff will keep parents continuously informed of activities and schedules. A weekly schedule will be posted at the park ~~and in the city office~~.
  - (B) Camp participants and parents will be treated with respect at all times.
  - (C) Staff will note details of behavior of participants and update parents as much as possible.
- (3) Additional staff responsibilities .
  - (A) Staff will monitor the sign in/out log at all times.
  - (B) Staff will spend ~~100 percent of~~ their time actively involved with participants and/or parents.
  - (C) Staff will make an attempt to answer any complaints at the site and resolve all problems in a timely fashion. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately and be investigated within 24 hours.
  - (D) Camp staff will clean the program area after each activity.

### Sec. 16.02.109. Operational issues.

- (a) Emergency phone numbers are kept with the day camp director at all times. These numbers will include the nearest fire, police, and ambulance services.
- (b) A day camp program manual is given to every day camp ~~director and counselor~~ employee. An additional manual will be located at each site where all staff can have access to the manual. The manual will contain the following information:



- (1) Discipline issues.
  - (2) City rules and regulations.
  - (3) Forms that must be filled out.
  - (4) Service standards.
  - (5) Game/activity leadership.
  - (6) Ways to interact with children.
- (c) Sign-in/out sheets will be used every day. Only adults listed on sign-in/out release will be allowed to pick up children. An authorized person must enter the building, present appropriate identification and sign the sheet in order for staff to release the child.
- (d) Parents will be notified regarding planned field trips and provided the required release forms.
- (e) Enrollment information will be kept and maintained on each child and shall include:
- (1) Child's name, birth date, home address, home telephone number, physician's phone number and the appropriate daytime contact information where parents can be reached during normal business hours.
  - (2) Names and telephone numbers of persons to whom the child can be released.
  - (3) Liability waiver.
  - (4) Statement of the child's special problems and/or needs, including but not limited to any known allergies.
  - (5) Designation of need for reasonable accommodations.
  - (6) Signed acknowledgement of program code of conduct by a parent or guardian.
- (f) Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation that placed the child at risk.
- (g) Staff shall notify parents or authorized persons of children in the facility when there is an outbreak of a communicable disease in the facility that is required to be reported to the county department of health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

**Sec. 16.02.110. Behavior management and discipline procedures.**

- (a) Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interest of program participants in mind.
- (b) There will be no harsh, cruel, or corporal punishment used as a method of discipline.

- (c) Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for the chosen action.
- (d) Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident report to indicate they have been advised about specific problems and/or negative behaviors.
- (e) A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program. Parents/guardians will be contacted to pick up their child immediately.
- (f) In instances where there is danger including physical harm or threat of physical harm to participants, staff, or themselves, the offending participant(s) will be removed from the program immediately. Parent(s) or guardian(s) will be contacted to pick up the child immediately.

**Sec. 16.02.111. Illness or injury.**

- ~~(a) Participants shall have and maintain immunizations in accordance with those required by the state department of health for public school attendance according to age.~~
- (a) Parents shall be notified in cases of illness or injury.
- (b) When an incident occurs that results in an injury, an incident report shall be filled out immediately after the incident.
- (c) A child who is ill or injured shall be supervised until the parent or other authorized adult removes the child from the site.
- (d) In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a child that could be construed as child abuse, the incident must immediately be reported to the camp director, who will immediately notify the county's sheriff's department and any other agency as may be appropriate.
- (e) State law requires the staff of youth programs to report any suspected abuse or neglect of a child to the state department of family and protective services or law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.
- (f) Program staff will receive basic training related to child abuse prevention and how to report suspected abuse.

**Sec. 16.02.112. Monitoring and distribution.**

- (a) The camp director is to confirm and ensure the standards of care are being adhered.
- (b) The camp director in charge of these programs will make visual inspections of all program sites on a biweekly basis and make a report if necessary to be sent to the ~~city administrator~~ DSRP Manager.
- (c) The department shall post and make available copies of these standards and the rules adopted pursuant to this section.
- (d) The department shall notify the parents of each prospective participant that the recreational programs are not licensed by the state. The program may not, and will not, be advertised as any type of child-care facility.
- (e) The ~~camp director~~ DSRP Manager shall submit an annual report on the camp to the ~~city administrator~~ Parks & Community Services Director within 30 days of the end of the camp. The report shall include standards of care compliance issues and changes recommended for the next year.

**Secs. 16.02.113—16.02.160. Reserved.***DIVISION 4. COMMERCIAL FITNESS TRAINERS ACTIVITY ON PARK PROPERTY***Sec. 16.02.161. Title.**

This division shall be cited as the "~~commercial fitness trainers'~~ Commercial Activity on Park Property" ordinance."

**Sec. 16.02.162. Purpose.**

These rules are established to ensure:

- (1) The condition of the city parks do not decline from overuse by commercial ~~fitness trainers'~~ ("~~trainers'~~") activities;
- (2) Park users ~~not utilizing trainers~~ have adequate access to park facilities when ~~trainers are~~ commercial activity is present at the parks;  
~~Trainers conduct business in park facilities in a manner that promotes public health;~~  
~~and~~
- (3) The city is not liable for injuries sustained by ~~the trainers' and/or the trainers'~~ patrons any commercial activity on park property.

**Sec. 16.02.163. Applicability.**

These rules apply to anyone providing ~~physical fitness direction~~ services or products for profit while on any city-owned park property.

**~~Sec. 16.02.164. Definitions.~~**

~~Commercial fitness trainer: Per section 16.02.034, a for profit trainer providing physical fitness training expertise to city park users.~~

**Sec. 16.02.165. ~~Itinerant vendor's~~ Commercial Activity in Parks license Permit.**

All commercial ~~fitness trainers~~ activity providers must obtain an ~~itinerant vendor~~ Commercial Activity in Parks license permit ~~prior to training in city parks~~, as well as comply with all other sections of this division.

- ~~(b) All licensees shall be placed on a calendar year renewal program. If license to conduct training activities is purchased after January of the calendar year, the license fee will be prorated by month, and divided by 12. The trainer shall pay that portion of the 12 months left in the calendar year and will renew on January 2nd of the next calendar year so that license renewal anniversaries are consistent~~

**Sec. 16.02.166. Permit; application; plan required.**

- (a) Commercial ~~fitness trainers~~ activity providers must obtain the proper city-issued commercial ~~fitness trainer's activity permit~~ ("permit") prior to ~~training patrons providing services~~ for profit on city park property from the Parks and Community Services department. Permits may be obtained from the city, 511 Mercer St., Dripping Springs, Texas 78620. Trainers must sign and return to the city a copy of the guidelines for permitting commercial fitness activity ("guidelines"), and retain a copy. See exhibit A attached to Ordinance No. 1510.08 for the guidelines.
- (b) Facility use application. Trainers Commercial activity providers must submit a facility use application ("application") which requires city approval prior to receiving a permit and commencing ~~training activity~~ operations. The application must list the times, dates, and the specific areas where training the commercial activity will be conducted. Training events Commercial activity must only be conducted during the times, dates and within the event area specified in the application, including the time to set up and take down equipment. See exhibit B attached to Ordinance No. 1510.08 for an application.
- (c) Site layout plan. Trainers Commercial activity providers must submit a site layout plan ("plan") with the application indicating areas of park to be utilized, and equipment ~~brought to training by trainers and patrons to be brought into the park~~. This plan must be attached to the application in order to receive a permit. See exhibit C attached to Ordinance No. 1510.08 for a plan.

### Sec. 16.02.167. Provisions.

- (a) A non-exhaustive list of services commercial ~~fitness trainers ("trainers")~~ activity providers with the proper permit may be allowed to provide at city parks ~~are include but are not limited to:~~ Boot camp training, personal training, and yoga instructing, home school programs, nature based programs, and sports programs.

~~The maximum number of participants in a group is 12 per session. If there are more than 12 participants, the trainer must:~~

- ~~(1) Split group into separate groups directing each to designated areas; and~~  
~~(2) Provide a separate trainer for each group.~~
- (b) No more than five x 1.5 hour sessions (or a total of 7.5 hours) are allowed per week at each designated area of a park. No more than two sessions are allowed in any park at any time.
- (c) Commercial (i.e., for profit) use of city parks for fitness sessions may only take place on designated areas within a park. The designated area must be reserved in advance ~~at city hall,~~ and is on a first-come, first-served basis.
- (d) Athletic fields (i.e., soccer and football) may be available by special request due to heavy utilization by youth user groups. Other fields (i.e. softball) may be available during off season times. No field can be used without the prior written approval of the city administrator or their designee.
- (e) List of available city parks and the designated areas:
- (1) Charro Ranch Park.
    - (A) ~~Cross country trail~~ Pedestrian Trail.
    - (B) Solstice Circle (yoga only).
  - (2) Dripping Springs Ranch Park .
    - (A) Walking trail system.
    - (B) Open recreation areas as designated on site plan request (if approved).
  - (3) Founders Memorial Park .
    - (A) ~~Walking trail system~~ Pedestrian Trail!
    - (B) Open recreation areas as designated on site plan request (if approved).
    - (C) ~~Overflow parking area may be used if the city's youth sports association is not using the facility.~~
    - (C) Athletic Fields
  - (4) Sports and Recreation Park .

- (A) ~~Walking trail system~~ Pedestrian Trail.
- (B) ~~Ull soccer field~~ Athletic Fields.
- (C) Open recreation areas as designated on site plan request (if approved).
- (D) Exercise stations.
- (5) Veterans Memorial Park
- (A) Open recreation areas as designated on the site plan request (if approved).
- (6) The city reserves the right to alter commercial fitness training activity areas. Availability is subject to sustainability and maintenance impact on the parks.
- (f) A nonexhaustive list of areas where commercial ~~fitness trainers activity are~~ is prohibited ~~from training:~~
- ~~Veterans Memorial Park;~~
- (1) Areas of cultural or natural significance as determined by city staff;
  - (2) Within a 100-foot radius of any picnic shelters or benches;
  - (3) Within a 100-foot radius of any playgrounds or play equipment;
  - (4) Within a 100-foot radius of any public toilet or kiosk areas;
- ~~The Pound House grounds next to Founders Memorial Park;~~
- (5) Charro Ranch Park with the exception of the ~~cross-country~~ pedestrian trail, ~~the pavilion~~, and the solstice circle; and
  - (6) Roadways within the parks.
- (g) Additional prohibitions.
- (1) Parking lots within the city parks may not be used for any type of training activity or any other professional service or solicitation at any time without prior approval by the city administrator or their designee.
  - (2) Use of the electrical service at any designated park location is not covered by this permit and must be requested and approved by the city administrator or their designee under separate request. Additional fees will apply.
  - (3) Any amplified music.
  - (4) Training events in the ranch house, in the arena, on the equine trail, in camping areas and their surrounding grounds at the city's Ranch Park.
- (h) Commercial AG trainer, the city requires any trainer conducting instruction in city parks hold a current fitness certification from a nationally recognized fitness organization. Some examples of these fitness organizations include: National Academy of Sports Medicine, National Association for Fitness Certification, National Fitness Instructor Training.

**Sec. 16.02.168. Fees.**

- (a) Permit fees are needed to ensure that the public is fairly compensated for commercial use of city parks.
- (b) Fees must be paid by trainers and secured by the city prior to beginning the park reservation request process. ~~The fee structure for use of the parks is:~~
  - (1) ~~Six month license: \$50.00.~~
  - (2) ~~Twelve month license: \$70.00.~~
  - (3) ~~Park maintenance fee: \$10.00 per month per training session (in addition to the license).~~
- (c) ~~Applicant shall pay to the city a deposit equal to the cost of the upcoming session/classes in order to reserve space in the park prior to the beginning of the camp/event, etc.~~
- (d) ~~If no sessions/classes occur, the deposit shall be refunded or, at the payee's discretion, retained by the city as credit toward the next session that occurs.~~
- (e) ~~Commercial fitness trainer will complete a monthly report (summary sheet) designed to track park usage and revenue to city. The monthly report form, provided by the city, and payment (payable to the city, sent to the city) of any park maintenance fees, is due to the city by the 10th day of each month sessions are to occur. Monthly reports are only required to be filed when in the preceding month a commercial fitness trainer has used park facilities for purposes governed by this division.~~
- (f) ~~A city employee will perform periodic checks to monitor training instruction and city code compliance.~~

**Sec. 16.02.169. Deposits; insurance.**

Following completion of the permitting process, ~~trainers~~ commercial activity providers must comply with the following:

- (1) Pay refundable deposits as required ~~for athletic fields~~, a minimum of two weeks prior to first requested date. No rental fee will be charged for use of fields.
- (2) Requestor must provide a copy of a certificate of liability insurance with a separate endorsement listing the city as an additional named insured in the amount of \$500,000.00.

**Sec. 16.02.170. Criminal offense.**

- (a) A person commits an offense under this division, if the person:
  - (1) Conducts ~~physical fitness training~~ commercial activity for profit without a valid itinerant vendor's license as required by section 16.02.165;

- (2) Fails to comply with the requirements of section 16.02.166;
  - (3) Uses park facilities prior to payment of a permit fee or deposit per section 16.02.168;
- or

~~Fails to submit a monthly report by the 10th day as required by section 16.02.168(e).~~

- (b) ~~An offense under this section is a misdemeanor punishable by a fine not to exceed \$500.00.~~ No culpable mental state is required for proof of an offense under this section.

**Sec. 16.02.171. License suspension, revocation, and appeals.**

~~(a) Suspension of license. Upon the filing of a complaint alleging an offense under section 16.02.170 the city may, without warning, notice, or hearing suspend an itinerant vendor's license issued under this division for a period of 30 days. A conviction of an offense under section 16.02.170 may result in a suspension of up to 180 days. Suspension is effective upon service of the notice by the city. When an itinerant vendor's license is suspended physical fitness training for profit operations shall immediately cease at city parks. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing. During the pendency of the hearing, the suspension shall be stayed.~~

~~(b) Notice and hearing.~~

~~(1) Whenever an itinerant vendor's license is suspended, the holder of the permit or the person in charge shall be notified in writing that the license is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the city by the holder of the license within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The city may end the suspension at any time if reasons for suspension no longer exist.~~

~~(2) The hearing, which shall be administrative in nature, shall be conducted before the city administrator or the city administrator's designee. The city may be represented by city staff or legal counsel. The hearing shall not be bound by the state rules of evidence, state rules of civil procedure, or the state code of criminal procedure.~~

~~(c) Revocation of license. The city may, after providing opportunity for a hearing, revoke an itinerant vendor's license to a person who is convicted twice of an offense under section 16.02.170. Prior to revocation, the city shall notify the holder of the license in writing, of the reason the license is subject to revocation and that the license shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the city administrator. If no request for hearing is filed within the ten-day period, the revocation of the license becomes final.~~

~~(d) Administrative process. A notice as required by this section is properly served when it is delivered to the holder of the license, or when it is sent by registered or certified mail,~~



return receipt requested, to the last known address of the holder of the license. A copy of the notice shall be filed in the records of the city.

- (e) ~~The hearing. The hearings provided for in this section shall be conducted by the city administrator or the city administrator's designee at a time and place designated by the city administrator or the city administrator's designee. Based upon the evidence presented at such hearing, the city administrator or the city administrator's designee shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the city.~~
- (f) ~~Appeal. The licensee shall have ten days from the date of suspension or revocation to file notice of his appeal to the parks and recreation commission from the order suspending or revoking the license. The appeal shall be determined by the parks and recreation commission at its next regular meeting. After holding a hearing on appeal, the parks and recreation commission shall by majority vote either sustain the suspension or revocation, or issue an order reinstating the license. During the pendency of an appeal, a license suspension or revocation shall be stayed.~~

#### **Sec. 16.02.171. Indemnity/waiver.**

Permit holder/trainer shall provide the city with a release and waiver of the city's liability for each company, entity, trainer, and participant in each session.

#### **Sec. 16.02.173. Delinquent accounts.**

Any funds paid by a trainer/entity will first be applied to the appropriate delinquent account, until no longer delinquent, before funds may be applied to future park training uses.

## AN ACT

relating to exempting certain youth programs from child-care licensing requirements.

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

SECTION 1. Subsection (b), Section 42.041, Human Resources Code, is amended to read as follows:

(b) This section does not apply to:

- (1) a state-operated facility;
- (2) an agency home;
- (3) a facility that is operated in connection with a shopping center, business, religious organization, or establishment where children are cared for during short periods while parents or persons responsible for the children are attending religious services, shopping, or engaging in other activities on or near the premises, including but not limited to retreats or classes for religious instruction;
- (4) a school or class for religious instruction that does not last longer than two weeks and is conducted by a religious organization during the summer months;
- (5) a youth camp licensed by the Texas Department of Health;
- (6) a hospital licensed by the Texas Department of Mental Health and Mental Retardation or the Texas Department of Health;
- (7) an educational facility accredited by the Central Education Agency or the Southern Association of Colleges and Schools that operates primarily for educational purposes in grades kindergarten and above;
- (8) an educational facility that operates solely for educational purposes in grades kindergarten through at least grade two, that does not provide custodial care for more than one hour during the hours before or after the customary school day, and that is a member of an organization that promulgates, publishes, and requires compliance with health, safety, fire, and

sanitation standards equal to standards required by state, municipal, and county codes;

(9) a kindergarten or preschool educational program that is operated as part of a public school or a private school accredited by the Central Education Agency, that offers educational programs through grade six, and that does not provide custodial care during the hours before or after the customary school day;

(10) a family home, whether registered or not;

(11) an educational facility that is integral to and inseparable from its sponsoring religious organization or an educational facility both of which do not provide custodial care for more than two hours maximum per day, and that offers educational programs for children age five and above in one or more of the following: kindergarten through at least grade three, elementary, or secondary grades; [ø]

(12) an agency group home;[-]

(13) [~~(12)~~] an emergency shelter facility providing shelter to minor mothers who are the sole support of their natural children under Section 35.05, Family Code, unless the facility would otherwise require a license as a child-care facility under this section;

(14) an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility; or

(15) an annual youth camp held in a municipality with a population of more than 1.5 million that operates for not more than three months and that has been operated for at least 10 years by a nonprofit organization that provides care for the homeless.

SECTION 2. This Act takes effect September 1, 1995.

SECTION 3. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I hereby certify that S.B. No. 212 passed the Senate on February 28, 1995, by a viva-voce vote; and that the Senate concurred in House amendments on May 24, 1995, by a viva-voce vote.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 212 passed the House, with amendments, on May 19, 1995, by a non-record vote.

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor



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

**Submitted By:** Craig Rice, Deputy Public Works Director

**Council Meeting Date:** February 21, 2023

**Agenda Item Wording:** Discuss and consider approval of a bid submission from Lone Star Siteworks, LLC and authorization for staff to negotiate an agreement for the Founders Parking Lot Expansion Project.

**Agenda Item Requestor:** Craig Rice, Deputy Public Works Director

**Summary/Background:** Notice for soliciting bids for the Founders Parking Lot Expansion was issued with the deadline for contractors to submit sealed bids by 2:00pm on February 7, 2023. Seven (7) contractors submitted bid packages before the required deadline. Tabulations were made by the City Engineer in comparing the contractors' bids and presented to staff for selection of a contractor. Lone Star Siteworks, LLC had been identified as the lowest bid for the Founders Parking Lot Expansion Project and meets the qualifications required by the contractor in the bid package. The base bid for the contract exceeds the budgeted amount of \$91,400 for this project by \$12,800.29. There is \$30,000 in the budget for Founders Memorial Park Parking Lot Repair that can be used to subsidize the difference of funds needed.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Staff recommends awarding Lone Star Siteworks with the Founders Parking Lot Expansion project. Staff recommends applying the allocated funds for the project and reallocating the Founders Memorial Park Parking Lot Repair of the difference needed plus 15% for contingencies in a future budget amendment as necessary.

**Attachments:** AO1 Notice to Bidders  
 20230116 – Founders memorial Park Parking Lot Expansion Project Manual  
 20230116\_FoundersParkExpansion\_Plans  
 BidTab\_FoundersParkingExpansion  
 BidRecommendation\_FoundersParkingExpansion  
 Bid Response\_Lone Star Sitework

**Next Steps/Schedule:** Upon Council approval of Lone Star Siteworks, LLC awarded bid for the Founders Parking Lot Expansion. A construction agreement is to be signed by the contractor and City. Services of the contract to start once all required documents are received and a pre-construction meeting is conducted.



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** February 21, 2023

**Agenda Item Wording:** **Discuss and consider approval of changing the city's Benefit Waiting Period to the first day of the month following a new employee's start date.** *Sponsor: Mayor Bill Foulds, Jr.*

**Agenda Item Requestor:** Michelle Fischer, City Administrator

**Summary/Background:** The city received the attached notice from TML Health Benefits Pool. It states that effective May 1st, the pool will begin charging a contribution payment for the first month in which a new hire enrolls in coverage, even if the employee enrolls mid-month. Before this, TML Health waived contributions for the first partial month of coverage when a new hire's benefits started in the middle of the month. They are making this change due to increasing pharmacy and claims costs.

Currently the city's Benefit Waiting Period is 30 days from the date of employment. The city may elect to change the Benefit Waiting Period so that benefits begin on the first day of the month. TML Health Benefits Pool is giving three options which will help the city avoid paying a full month's contribution amount for an initial partial month of coverage. The city may change the Benefit Waiting Period so that benefits become effective on the first day of the month following the date of hire or the first of month following 30 or 60 days from date of hire. The city may also decide not to change the Benefit Waiting Period. If no change is made, the city will be paying for benefits for new employees that have worked less than 30 days and they are not eligible for them.

Staff has reviewed the options and recommends the city change the Benefit Waiting Period to begin the first day of the month following the date of hire. This change will not have an impact on the budget.

**Commission Recommendations:** N/A.

**Recommended Council Actions:** Approve changing the Benefit Waiting Period to the first day of the month following a new employee's start date.

**Attachments:** Notice from TML Health Benefits Pool.

**Next Steps/Schedule:** Notify TML Health Benefits Pool of the City Council's decision.



Received

FEB 06 2023

January 27, 2023

City of Dripping Springs

Dripping Springs  
Michelle Fischer  
PO Box 384  
Dripping Springs TX 78620-0384

**Re: Notice Regarding TML Health Benefit Pool's Contribution Policy**

Dear Michelle Fischer:

This letter is your notice that, effective May 1, 2023, TML Multistate Intergovernmental Employee Benefits Pool d/b/a TML Health Benefits Pool ("TML Health"), will begin charging a contribution payment for the first month in which a new hire enrolls in coverage, even if the employee enrolls mid-month. Historically, TML Health has waived contributions for the first partial month of coverage when a new hire's benefits start in the middle of the month. However, with increasing pharmacy and claims costs, it is no longer financially sustainable to waive these contributions. As it is not possible to prorate monthly contributions, the full contribution amount will be required for this first month, even if it is a partial month of effective coverage.

Employer Groups may elect to change their Benefit Waiting Period (BWP) so that benefits begin on the first day of the month, which will help them avoid paying a full month's contribution amount for an initial partial month of coverage. For example, employers may change their BWP so that benefits become effective on the first day of the month following date of hire or first of month following 30 or 60 days from date of hire. The Affordable Care Act mandates that a BWP not exceed 90 total calendar days. An Employer Group that currently has a BWP of 90 days may choose not to change it, but would necessarily be charged the full monthly contribution for the first partial month of coverage when benefits begin so that the BWP in total does not exceed 90 calendar days.

Please contact Heather VonGonten at 512-719-6519/Heather.VonGonten@tmlhb.org with any questions you may have about this change. If your group would like to instruct TML Health to implement a change to its BWP for new hires before TML Health's revised Contribution Policy becomes effective on May 1, 2023, please fill out and sign the attached form, and return it to Heather VonGonten **on or before March 1, 2023**. If your group does not wish to make a change to its BWP, no action is necessary and you can ignore the attached form.

Sincerely,

*Jennifer Hoff*

Jennifer Hoff  
Executive Director  
[Jennifer.Hoff@tmlhb.org](mailto:Jennifer.Hoff@tmlhb.org)

**Benefit Waiting Period Change Form**

Donna ID No 1 hereby instructs TML Health to implement a change to its Benefit Waiting Period (“BWP”) for new hires as indicated below (**check only one option**):

- Please implement a BWP of so benefits become effective on the first day of the month following a new employee’s start date.
  
- Please implement a BWP of so benefits become effective on the first day of the month following 30 days after a new employee’s start date.
  
- Please implement a BWP of so benefits become effective on the first day of the month following 60 days after a new employee’s start date.

Authorized signature on behalf of Donna ID No 1:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Follow us:  
@TMLHealth



1821 Rutherford Lane, Suite 300  
Austin, Texas 78754-5151

For more information, visit us at  
[tmlhealthbenefits.org](http://tmlhealthbenefits.org)

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2021-0071 Cannon Ranch OffSite Waterline	CL	Cannon Ranch Road	The construction of an offsite waterline that is approximately 4 acres	Approved with conditions
SUB2021-0073 Hardy Preliminary Plat	CL	2901 W US 290	41 Residential lots on 39.341	Under Review
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Under Review
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Approved with conditions
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Approved with conditions
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0017 Rob Shelton - Cannon	CL	Rob Shelton Boulevard	Construction Plans	Approved
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Tricking Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0029 Vitovich Plaza, Lot 1 Replat	ETJ	Bell Springs Rd	From one lot to two lots	Approved
SUB2022-0030 Burke Subdivision, Lot 1A Replat		20650 FM 150	From one lot to two lots	Approved with conditions
SUB2022-0031 Patriots Hall AP	ETJ	231 Patriots Hall Blvd	Combining the existing 4 lots into 1 lot	Waiting for Resubmittal
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Waiting for Resubmittal
SUB2022-0037 Re-subdivision of Lot 2, Driftwood 967 Phase One FP	ETJ	Near the intersection of FM 1826 and FM 967	Replating the already platted lot for mixed-use development. This is to be part of the Driftwood Development	Approved
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Under Review
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of which are residential and 1 will be landscaping	Under Review
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0045 Ellington Estates MP	ETJ	206 Darden Hill Rd	Legalizing the lot	Under Review
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Under Review
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Under Review
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Waiting for Resubmittal
SUB2022-0051 AP Caliterra Phase 3, Sec 9, Lot 39 Blk D	ETJ	Soaring Hill Rd	The amendment extends a portion of the right-of-way width along the western property line within Block D Lot 39 Open Space, Drainage and Water Quality Easements lot.	Approved
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Under Review
SUB2021-0001 Roger Hanks Parkway Extension	CL	Roger Hanks	3120 LF of Collector Roadway. The infrastructure includes all associated streets, grading, and water quality improvements.	Waiting for Resubmittal
SUB2023-0002 Ledgestone Commercial Replat	ETJ	12400 W US HWY 290	Replat of a single lot to subdivide into 5 lots. Each lot to have its own corresponding building	Withdrawn
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Under Review

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	Under Review
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0008 Patriot's Hall Phase 1B	ETJ	231 Patriots Hall Blvd	New Patriot's Hall event building with parking, infrastructure and water quality	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Waiting on resubmittal
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	In Administrative Completeness
SD2022-0022 Belterra Medical Office	ETJ	164 Belterra Village Way	Medical office building with associated parking, sidewalk, utility and drainage improvements	Waiting on resubmittal
SD2022-0023 Christian Automotive	ETJ	100 N. Canyonwood Drive	Construction of an approximately 6,000 square feet of light automotive facility	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Approved w/ Conditions
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Waiting on resubmittal
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Approved w/ Conditions
SD2022-0029 Headwaters Commercial East Phase 1 SP	CL	Headwaters Blvd.	Development of a preschool with associated utility infrastructure, storm infrastructure, parking lot improvements, and a water quality/detention pond that accounts for future developments	Waiting on resubmittal
SD2022-0030 Fire Station 62	ETJ	15850 FM 1826	Renovation of existing fire station and addition of paving around west side of building.	Approved
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0032 Driftwood Ranch Clubhouse	ETJ	17901 FM 1826	Clubhouse buildings and parking	Waiting on resubmittal
SD2022-0033 Hays County ESD EMS Station 72 - Heritage Oaks	ETJ	1 Heritage Oaks Drive	New ESD EMS Station	Approved w/ Conditions
SD2022-0035 100 Daisy Lane Site Plan	ETJ	100 Daisy Lane	A metal building for manufacturing, office, storage, tasting room for a distillery and associated paving	In Administrative Completeness
SD2022-0036 Hays County ESD EMS Station 73 - RR 12	ETJ	31331 RR 12	New ESD EMS Station	Approved w/ Conditions
SD2022-0037 Burlebo	ETJ	149 American Way	Warehouse/office for business and distribution operation of Burlebo	Approved w/ Conditions
SD2022-0038 CAK Capital Office Building	CL	28496 Ranch Road 12	Site improvements for future detached office building	Approved w/ Conditions
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Waiting on resubmittal
SD2022-0040 WTCPUA Elevated Storage Tank	ETJ	304 Old Stone Road	12" waterline extension, access drive, natural vegetative filter areas, and a million gallon elevated	Under Review
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Waiting on resubmittal
SD2023-0001 Arrowhead Ranch Offsite Wastewater Extension	CL	Arrowhead Ranch	To connect the existing wastewater improvements from Arrowhead to the City wastewater system.	Under Review
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Under Review
SD2023-0003 Dutch Bros Coffee	ETJ	12400 US Hwy. 290	Revision to the Ledgestone Commercial East Site Plan specifically for Dutch Bros Coffee	Under Review
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Under Review

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2023-0005 DGRC Creek Phase 1 WQ Pond Revision	ETJ	Thurman Roberts Way Driftwood	Water Quality pond revision	Under Review
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic with paving, drainage and utility infrastructure	Under Review

<i>Ongoing Projects</i>	
<b>Comprehensive Plan</b>	<b>Meetings with DTJ</b>
<b>Gateway Village</b>	<b>Planning and Zoning Commission Workshop to be held on February 28, 2023.</b>
<b>Cannon Mixed-Use</b>	<b>DAWG Meeting Thursday, December 8</b>