



## City Council Regular Meeting

*Dripping Springs City Hall*

*511 Mercer Street – Dripping Springs, Texas*

*Tuesday, June 17, 2025, at 6:00 PM*

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# AGENDA

## CALL TO ORDER & ROLL CALL

### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

IT Director Jason Weinstock

Planning Director Tory Carpenter

Maintenance Director Riley Sublett

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

## PLEDGE OF ALLEGIANCE

## PRESENTATION OF CITIZENS

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

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

## **PROCLAMATIONS & PRESENTATIONS**

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

- 1. A Proclamation of the City of Dripping Springs proclaiming the week of June 16th-22nd, 2025 as "Pollinator Week" in Dripping Springs. Sponsor: Council Member Sherrie Parks**
- 2. Presentation on the proposed Hays County Public Health Advisory Board and request for the City to appoint a representative to serve as a Board Member. Matthew Gonzales, Director of Hays County Health Department**
- 3. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2026. Deputy City Administrator, Shawn Cox**

## **CONSENT AGENDA**

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

- 4. Approval of the May 6, 2025 City Council meeting minutes.**
- 5. Approval of the May 20, 2025 City Council meeting minutes.**
- 6. Approval of a Donation Agreement between the City of Dripping Springs and the Burke Foundation. Sponsor: Mayor Bill Foulds, Jr.**
- 7. Approval of Rate Increase from Bojorquez Law Firm, P.C. Sponsor: Mayor Bill Foulds, Jr.**
- 8. Approval of recommendations for appointment to the Founders Day Commission of Mark Handley from St. Martin de Porres Catholic Church, Lisa Garza from the Dripping Springs Cook-Off Club, and Susan Warwick from the Dripping Springs Lions Club, each for two (2)-year terms ending June 30, 2027; and the appointment of Jeff Shindler as Commission Chair for a term of one (1) year ending June 30, 2026. Sponsor: Council Member Sherrie Parks**
- 9. Approval of the appointment of Jessy Milner for Place 2 on the TIRZ No. 1 & No. 2 Board of Directors for a term ending December 31, 2025, and the appointment of Ryan Thomas as Board Chair effective August 11, 2025 for a term ending December 31, 2025.**

- 10.** Approval of the re-appointments of Delbert Bassett, Steve Mallett, Ashley Bobel, and Richard Moore to the Historic Preservation Commission for terms ending June 30, 2027.
- 11.** Approval of the re-appointment of Mim James, Christian Bourguignon, Eugene Foster, and Doug Crosson to the Planning & Zoning Commission for terms ending June 30, 2027, and the appointment of Mim James as Commission Chair for a one (1) year term ending June 30, 2026.
- 12.** Approval of a Resolution approving the 2025 Title VI Program & Assurance Program and Policy Statement related to compliance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities.
- 13.** Approval of the May 2025 Treasurer's Report. *Deputy City Administrator, Shawn Cox*

## **BUSINESS AGENDA**

- 14.** Discuss and consider approval of a Resolution of Support for Hays County's TxDOT Transportation Alternatives Grant Application for the Sawyer Ranch Road Shared Use Path. *Sponsor: Council Member Travis Crow*
- 15.** Discuss and consider approval of the Issuance of the Request for Bids Package for the Stephenson Building Rehabilitation and Downtown Parking Lot Improvement Project. *Sponsor: Mayor Bill Foulds, Jr.*
- 16.** Discuss and consider selection of a bidder and authorize staff to finalize agreement related to the 2025 Roadway Maintenance Project. *Sponsor: Council Member Travis Crow*
- 17.** Discuss and consider approval of Second Amended and Restated Wastewater Service and Fee Agreement between CRTX Development LLC and the City of Dripping Springs. *Sponsor: Mayor Bill Foulds, Jr.*
- 18.** Discuss and consider approval of an agreement with Texas Disposal Services for Solid Waste Services. *Sponsor: Mayor Bill Foulds, Jr.*
- 19.** Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas amending Article 10.04; Granting to Texas Disposal Systems, Its Successors and Assigns, the Right to Operate and Maintain Trash and Refuse Collection Routes within the City of Dripping Springs; Extending an Exclusive Franchise for Both Residential and Non-Residential Customers. *Sponsor: Mayor Bill Foulds, Jr.*
- 20.** Discuss and consider approval of an Ordinance updating the Founders Day Commission Ordinance. *Sponsor: Council Member Sherrie Parks*
- 21.** Discuss and consider approval of an appointment of a representative of the City to serve on the Hays County Public Health Advisory Board. *Sponsor: Mayor Bill Foulds, Jr.*

## REPORTS

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

**22. Building Department Fee Schedule Proposal Update.** *Sponsor: Mayor Bill Foulds*

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

## CLOSED SESSION

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

- 24. Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** *(Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*
- 25. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** *(Consultation with Attorney, 551.071)*
- 26. Consultation and discussion regarding security assessments or deployments relating to information resources technology; network security information; the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices and related items.** *Deliberation regarding security devices or security audits, 551.089.*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

July 1, 2025, at 6:00 p.m.

July 15, 2025, at 6:00 p.m.



**Board, Commission & Committee Meetings**

Transportation Committee, June 23, 2025, at 3:30 p.m.

Historic Preservation Commission, July 3, 2025, at 4:00 p.m.

**ADJOURN**

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

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on June 13, 2025 at 4:30 p.m.*

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*Diana Boone, City Secretary*

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



**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
PROCLAIMING JUNE 16 – 22, 2025 AS  
“Pollinator Week”**

- WHEREAS,** Pollinators are essential to maintaining the unique environmental heritage of the Texas Hill Country, supporting native flora and fauna as well as important agricultural crops that nourish our community; and
- WHEREAS,** Pollinator Week, designated by the U.S. Senate and celebrated internationally, offers an opportunity to raise awareness and promote actions to support pollinators; and
- WHEREAS,** pollinators, including bees, butterflies, birds, bats, and other animals, are vital to our ecosystem, supporting the reproduction of over 85% of the world's flowering plants and contributing to the production of over one-third of the food we consume; and
- WHEREAS,** pollination plays a critical role in the production of healthy fruits, vegetables, nuts, and seeds, contributing to food security as well as to ecological biodiversity and the health of natural and agricultural landscapes; and
- WHEREAS,** pollinator populations are in decline due to habitat loss, pesticide use, invasive species, and climate change, creating a need for action at the local, state, and national levels to protect and restore pollinator habitats; and
- WHEREAS,** the City of Dripping Springs recognizes the importance of pollinators and supports initiatives to create and preserve habitats, educate the public, and reduce threats to these critical species; and
- WHEREAS,** this annual celebration during the third full week of June is a reminder that everyone has a role to play in preserving local plant and animal life in our native landscape,

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

- 1.** That the week of June 16 – June 22, 2025, will be recognized as “Pollinator Week” in the City of Dripping Springs; and
- 2.** The City Council of Dripping Springs invites its citizens to attend the Dripping Springs Farmers Market on Wednesday, June 18 and learn more about pollinators from educational guest speakers.
- 3.** The City Council of Dripping Springs encourages residents to support pollinator species by growing native pollinator-friendly plants to increase the amount of forage available, by avoiding harsh chemicals and pesticides for home landscape maintenance, and by helping friends and neighbors to recognize the vital role pollinators play in the well-being of our environment.

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Bill Foulds, Jr., Mayor

**From:** Matthew Gonzales <matthew.gonzales@hayscountytexas.gov>

**Sent:** Tuesday, May 6, 2025 4:18 PM

**To:** Reyes, Stephanie <SReyes@sanmarcostexas.gov>; Bryan Langley <blangley@cityofkyle.com>; Micah Grau <Micah.Grau@BudaTX.gov>; 'cityadministrator@cityofwimberley.com' <cityadministrator@cityofwimberley.com>; manager@woodcreektexas.gov; gfaught@cityofdrippingsprings.com; mfisher@cityofdrippingsprings.com; city@uhlandtx.us; reynellsmith@niederwald.texas.gov; Michael Cardona <Michael.Cardona@smcisd.net>; HaysCISD.Superintendent@hayscisd.net; greg.bonewald@wimberleyisd.net; Krista McNamara <krista.mcnamara@wimberleyisd.net>; superintendent@dsisdtx.us

**Cc:** Tucker Furlow <tucker.furlow@hayscountytexas.gov>; Michelle Cohen <michelle.cohen@hayscountytexas.gov>; Morgan Hammer <morgan.hammer@hayscountytexas.gov>

**Subject:** Hays County; Request for Participation in Hays County Public Health Advisory Board

Good afternoon City Administrators and Superintendents,

For those I haven't yet had the pleasure of meeting, my name is Matthew Gonzales, and I serve as the Director of the Hays County Health Department.

Over the past few years, Hays County has experienced significant growth, which has brought with it a range of evolving public health needs and emergencies. While the Health Department may not have been widely known in the past, recent collaborations with many of your entities have strengthened our relationships and improved communication.

To build on this progress, the Hays County Commissioners Court is exploring the establishment of a **Public Health Advisory Board** composed of representatives from cities and school districts across the county. This board would serve as a formal mechanism to align the Health Department's priorities with the needs of local governments and school systems. The department's current focus areas include **animal welfare services, behavioral health, indigent health, infectious disease, and public health emergency preparedness.**

The Commissioners Court is requesting that each participating entity appoint a representative—preferably an elected official or a member of the city manager's office or superintendent's cabinet.

If your city or district is interested in participating, please let me know. I'd also be happy to provide a presentation to your governing body if that would be helpful. Ideally, we hope to receive nominations from each jurisdiction by the end of June. Please find attached a **draft** charter and a presentation provided to the commissioners court about the creation of a public health advisory board.

If you would like to talk more about this use my scheduling link in my email to schedule a time that works best for you.

Thank you for your time and continued partnership.

Sincerely,



***Matthew Gonzales, MHA, LSSGB (He/Him/El)***

Director

Hays County Health Department

101 Thermon Drive, San Marcos, Texas 78666

Office: 512-393-5535 | Cell: 512-214-5918 | Fax: 512-393-5530

Learn more at: [www.hayscountytexas.com](http://www.hayscountytexas.com)

Join our email list: <http://eepurl.com/ivR-TQ>

Follow us on FB: [www.facebook.com/HaysCountyLocalHealthDepartment/](https://www.facebook.com/HaysCountyLocalHealthDepartment/)

Hays Informed: <https://www.haysinformed.com/>

**[Book time with Matthew Gonzales](#)**

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**From:** [Matthew Gonzales](#)  
**To:** ["Reves, Stephanie"](#); ["Bryan Langley"](#); ["Micah Grau"](#); ["cityadministrator@cityofwimberley.com"](#); ["manager@woodcreektx.gov"](#); [Ginger Faught](#); [Michelle Fischer](#); [city@uhlandtx.us](#); ["reynellsmith@niederwald.texas.gov"](#); [Michael Cardona](#); ["HaysCISD.Superintendent@hayscisdn.net"](#); ["greg.bonewald@wimberleyisd.net"](#); ["Krista McNamara"](#); ["superintendent@dsisdtx.us"](#)  
**Cc:** [Tucker Furlow](#); [Michelle Cohen](#); [Morgan Hammer](#)  
**Subject:** RE: Hays County; Request for Participation in Hays County Public Health Advisory Board  
**Date:** Friday, May 9, 2025 9:41:39 AM  
**Attachments:** [image001.png](#)

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Good morning, all,

I received questions membership, meeting frequency and time, member time commitment: The question was what time commitment can members expect and how frequent are the meetings?

Below are meeting/member expectations:

Charter clarification: The charter provided was a draft. Notably missing was the membership of school districts. The commissioners court decided to include school districts, but it was not reflected in the draft charter. School districts will be represented in the public health advisory board.

Meeting Frequency: Monthly

Meeting Time: Evening

Member Commitment Expectation: I could expect about at least 5-10 hours a month of participation from members between meeting preparedness, participation, and external activities.

As of right now I have received nominations from:

City of San Marcos – Nominated an Assistant City Manager, but clarifying with council on CMO or Councilmember representative

Hays CISD – Nominated Director of Student Health Services

Wimberley ISD – Nominated Director of Safety and School Initiatives

As of right now we are missing nominations/indication of participation from:

City of Buda

City of Dripping Springs

City of Kyle

City of Niederwald

City of Umland

City of Wimberley

City of Woodcreek

Dripping Springs ISD

San Marcos CISD

Thank you all so much for your consideration and questions!

Sincerely,



**Matthew Gonzales, MHA, LSSGB (He/Him/El)**

Director

Hays County Health Department

101 Thermon Drive, San Marcos, Texas 78666

Office: 512-393-5535 | Cell: 512-214-5918 | Fax: 512-393-5530

Learn more at: [www.hayscountytexas.com](http://www.hayscountytexas.com)

Join our email list: <http://eepurl.com/ivR-TQ>

Follow us on FB: [www.facebook.com/HaysCountyLocalHealthDepartment/](https://www.facebook.com/HaysCountyLocalHealthDepartment/)

Hays Informed: <https://www.haysinformed.com/>

**Book time with Matthew Gonzales**

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# Hays County Health Department

## Advisory Public Health Board

Updated on: February 11, 2025



# Agenda

- 1. Essential Public Health Services**
- 2. Responsibilities of the Governing Body**
- 3. Responsibilities and Role of the Public Health Authority**
- 4. Responsibilities of the Health Department**
- 5. Current Department Organization**
- 6. Public Health Advisory Board Organization**
- 7. Public Health Advisory Board Eligibility**

# Essential Public Health Services

## 1. Sec. 121.002. DEFINITIONS. In this chapter: (1) "Essential public health services" means services to:

- a. Monitor the health status of individuals in the community to identify community health problems;
- b. Diagnose and investigate community health problems and community health hazards;
- c. Inform, educate, and empower the community with respect to health issues;
- d. Mobilize community partnerships in identifying and solving community health problems;
- e. Develop policies and plans that support individual and community efforts to improve health;
- f. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;
- g. Link individuals who have a need for community and personal health services to appropriate community and private providers;
- h. Ensure a competent workforce for the provision of essential public health services;
- i. Research new insights and innovative solutions to community health problems; and
- j. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

## 2. 121.006 Public Health Services

- a. In this section, "public health services" means:
  - i. Personal health promotion and maintenance services;
  - ii. Infectious disease control and prevention services;
  - iii. Environmental and consumer health programs;
  - iv. Public health education and information services;
  - v. Laboratory services; and
  - vi. Administrative services.

# Responsibilities of the Governing Body

## **1. SEC. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES.**

- a. The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.**
- b. The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with Chapter 791, Government Code.**
- c. The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.**

# Responsibilities of the Governing Body

## **1. SEC. 121.031. ESTABLISHMENT.**

- a. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

## **2. Sec. 121.033. DEPARTMENT DIRECTOR.**

- a. The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.
- b. The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.
- c. The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.
- d. A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the department.
- e. The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

# Responsibilities of the Governing Body

## **1. SEC. 121.034. PUBLIC HEALTH BOARD.**

- a. The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.**
- b. The commissioners court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.**
- c. The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department.**

# Responsibilities and Role of the Public Health Authority

## 1. Sec. 121.021. HEALTH AUTHORITY.

- a. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

## 2. Sec. 121.022. QUALIFICATIONS.

- a. A health authority must be:

- i. a competent physician with a reputable professional standing who is legally qualified to practice medicine in this state; and
- ii. a resident of this state.

- b. To be qualified to serve as a health authority, the appointee must:

- i. take and subscribe to the official oath; and
- ii. file a copy of the oath and appointment with the department.

## 3. Sec. 121.023. TERM OF OFFICE.

- a. A health authority serves for a term of two years and may be appointed to successive terms.

# Responsibilities and Role of the Public Health Authority

## **1. Sec. 121.025. REMOVAL FROM OFFICE.**

- a. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

## **2. Sec. 121.026. EXPIRATION AND EXTENSION OF CERTAIN PUBLIC HEALTH ORDERS ISSUED BY HEALTH AUTHORITY.**

- a. This section applies only to a public health order imposed on more than one individual, animal, place, or object.
- b. A public health order issued by a health authority under this chapter or other law expires on the 15th day following the date the order is issued unless, before the 15th day by majority vote:
  - i. the governing body of a municipality or the commissioners court of a county that appointed the health authority extends the order for a longer period; or
  - ii. if the health authority is jointly appointed by a municipality and county, the commissioner's court of the county extends the order for a longer period.



# Responsibilities and Role of the Public Health Authority

## 1. Sec. 121.024. DUTIES.

- a. A health authority is a state officer when performing duties prescribed by state law.
- b. A health authority shall perform each duty that is:
  - i. necessary to implement and enforce a law to protect the public health; or
  - ii. prescribed by the department.
- c. The duties of a health authority include:
  - i. establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;
  - ii. aiding the department in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;
  - iii. reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the department in the manner and at the times prescribed by the department;
  - iv. reporting to the department on any subject on which it is proper for the department to direct that a report be made; and
  - v. aiding the department in the enforcement of the following in the health authority's jurisdiction:
    - 1. proper rules, requirements, and ordinances;
    - 2. sanitation laws;
    - 3. quarantine rules; and
    - 4. vital statistics collections.

# Responsibilities of the Health Department

## **1. Sec. 121.032. POWERS AND DUTIES.**

- a. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

## **2. Sec. 121.033. DEPARTMENT DIRECTOR.**

- a. The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.
- b. The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.
- c. The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.
- d. A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the department.
- e. The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

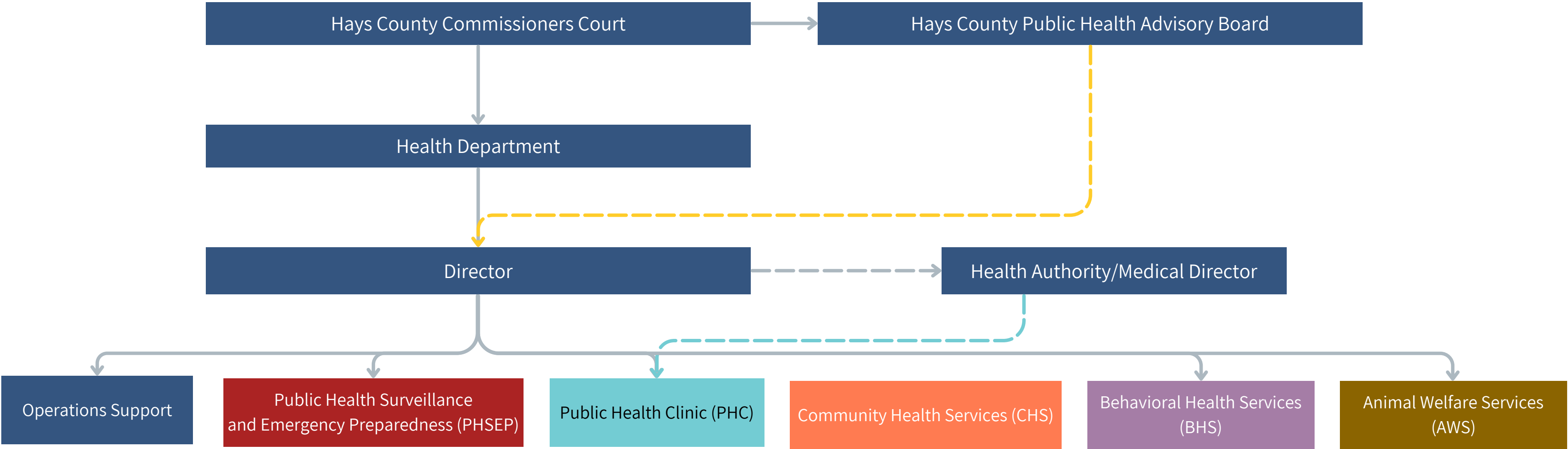
# Responsibilities of the Health Department

## **1. Sec. 121.0331. DELEGATION OF AUTHORITY.**

- a. A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the department, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.**
- b. The physician designated by the health authority must:**
  - i. meet the qualifications set out in Section 121.022(a);**
  - ii. be appointed as a designee in the same manner as the appointment of the health authority;**
  - iii. take, subscribe, and file the official oath and appointment with the department as required by Section 121.022(b); and**
  - iv. file a certified copy of the written delegation with the department.**
- c. The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.**
- d. The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.**
- e. The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.**



# Hays County Health Department





QUESTIONS?



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# Hays County Health Department

101 Thermon Drive, San Marcos, Texas 78666

Item 2.

## Advisory Board of Health

### Charter

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1. Composition:
  - a. One member of the Commissioners Court
  - b. One member (councilperson or member of the city manager's office) from each of the following municipalities: Buda, Dripping Springs, Kyle, Neiderwald, San Marcos, Uhland, Wimberley, and Woodcreek
  - c. One member (board member or superintendent's designee) from each of the following school districts: Dripping Springs ISD, Hays CISD, San Marcos CISD, Wimberley ISD
2. Membership
  - a. Chair
  - b. Vice-Chair
3. Appointment
  - a. Members will be appointed by their respective bodies.
4. Term-Length
  - a. Each member shall serve a two (2) year term.
  - b. Initial members will be placed into two cohorts. Cohort A and Cohort B. Cohort B will serve a one-year time. Every member after the first year will then serve a two-year term.
5. Residency Requirement
  - a. The nominated member must have been a resident of Hays County for at least a year.
6. Compensation
  - a. Members will not be compensated for their service on the advisory board.
7. Vacancy
  - a. A vacancy during the unexpired term shall be filled through an appointment by the corresponding member entity.
8. Removal Criteria and Procedure
  - a. A board member shall be allowed no more than three (3) unexcused absences in a 12-month period. Upon reaching this threshold, the board may recommend removal and replacement of the members.
9. Board - Director Relationship:
  - a. Oversight
    - i. The Board shall provide oversight, guidance, and performance evaluation input for the Director. While the Director is an employee of the County and reports directly to the Commissioners' Court, the Board serves in an advisory and supervisory capacity as it relates to programmatic direction, priorities, and performance expectations.
  - b. Hiring



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# Hays County Health Department

101 Thermon Drive, San Marcos, Texas 78666

Item 2.

## Advisory Board of Health

### Charter

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- i. The Board shall participate in the recruitment, interview, and recommendation process for the Director position. The final appointment shall be made by the Commissioners Court. The Board shall also provide formal input into the annual performance evaluation of the Director, including programmatic achievements, leadership, and alignment with strategic goals.
- c. Reports
  - i. The Director shall provide regular reports to the Board regarding operational status, budget performance, program development, and key issues. The Board may request specific updates or information necessary to fulfill its advisory and oversight responsibilities.
- d. Management
  - i. The Board shall not engage in daily management or personnel decisions below the Director level. The Director shall collaborate with the Board on strategic planning, goal setting, and policy development to ensure alignment with the mission and direction set forth by the Board and the Commissioners Court.
- e. Conflict Resolution
  - i. In the event of unresolved conflict between the Board and the Director, the matter may be referred to the Commissioners Court for mediation or resolution.





## City Council & Board of Adjustment Regular Meeting

*Dripping Springs ISD Center for Learning and Leadership*

*Board Room, 300 Sportsplex Drive – Dripping Springs, Texas*

*Tuesday, May 06, 2025, at 6:00 PM*

### **DRAFT MINUTES**

#### **CALL TO ORDER & ROLL CALL**

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

##### **City Council Members**

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

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

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Planning & Zoning Director Tory Carpenter

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

#### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Tahuahua.

#### **PRESENTATION OF CITIZENS**

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

*will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

Jay Howard with Texas Disposal Systems spoke concerning the solid waste service bid.

## **PROCLAMATIONS & PRESENTATIONS**

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

- 1. Administration of Oaths of Office, along with Statement of Officer, and Issuance of Certificate of Election for Re-elected Officials for Places 1, 3, and 5.**

Judge Miller administered the Oaths of Office to Council Members Taline Manassian, Geoffrey Tahuahua, and Sherrie Parks.

## **PROCLAMATIONS & PRESENTATIONS**

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

- 2. A Proclamation of the City of Dripping Springs Proclaiming the week of May 4-10, 2025, "Municipal Clerks Week." Sponsor: Mayor Bill Foulds, Jr.**

Mayor Pro Tem Manassian read and presented the Proclamation to City Secretary Diana Boone and Records Management Clerk Vickie Edgerly.

- 3. A Proclamation of the City of Dripping Springs Proclaiming the month of May 2025 as "Art Month." Sponsor: Council Member Sherrie Parks**

Council Member Parks read and presented the Proclamation to Steve and Jennifer Friedman.

## **CONSENT AGENDA**

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

- 4. Approval of the April 15, 2025 City Council meeting minutes.**
- 5. Approval of a Resolution Accepting the Mercer Street Restrooms, Park Improvements, and the two-year maintenance bond, and releasing all construction bonds as appropriate. Sponsor: Mayor Pro Tem Taline Manassian**

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve Consent agenda items 4 and 5. The motion to approve carried unanimously 5 to 0.

## BUSINESS AGENDA

- 9. Discuss and consider approval of a License Agreement between the City of Dripping Springs and Garret and Heather Jones for improvements in the right-of-way adjacent to 175 Fort Sumner Street. Applicants: Garrett and Heather Jones**

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to move item 9 to the front of the agenda to be discussed first. The motion carried unanimously 5 to 0.

A motion was made by Council Member Parks and seconded by Council Member Tahuahua, to approve a License Agreement with Garret and Heather Jones for improvements in the right-of-way adjacent to 175 Fort Sumner Street with termination clause stating that city can revoke. The motion to approve carried unanimously 5 to 0.

- 6. Discuss and consider selection of a vendor or vendors for Solid Waste Services starting in July 2025 and authorize City Administrator to finalize agreement with selected bidder. Sponsor: Mayor Bill Foulds, Jr.**

This item was skipped to be discussed in Closed Session under section 551.071.

After Closed Session, a motion was made by Council Member Tahuahua and seconded by Council Member King, to authorize staff to move forward with negotiations with Texas Disposal Systems as best value bid. The motion carried 4 to 1, the nay was made by Mayor Pro Tem Manassian.

- 7. Discuss and consider approval of a Joint Bid Agreement between the City of Dripping Springs and the Dripping Springs Water Supply Corporation related to the Old Fitzhugh Road Project. Sponsor: Mayor Pro Tem Taline Manassian**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King, to approve the Joint Bid Agreement with the Dripping Springs Water Supply Corporation. The motion to approve carried 4 to 0. Council Member Crow recused himself and stepped away. He did not participate in the discussion and did not vote.

- 8. Public hearing, discussion, and consideration of approval of proposed amendments to an Ordinance of the City of Dripping Springs, Chapter 2, Administration and Personnel, adopting an Electronic Signatures Policy. Sponsor: Mayor Bill Foulds, Jr.**

**a. Staff Report**

This item was presented by Deputy City Attorney Aniz Alani. Staff report is on file.

**b. Public Hearing**

No one spoke during the Public Hearing.

c. Ordinance

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve adopting an electronic signature policy. The motion to approve carried unanimously 5 to 0.

## REPORTS

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

- 10. Legal Department Year in Review.** *Laura Mueller, City Attorney*
- 11. Human Resources Department Year in Review.** *Chase Winburn, Human Resources Director*
- 12. City Secretary Department Year in Review.** *Diana Boone, City Secretary*
- 13. Legislative Report.** *Laura Mueller, City Attorney*
- 14. Planning Department Report:** *Tory Carpenter, Planning Director*

Reports are on file. No action was taken.

## CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to go into Closed Session for items 15-18, and item 6, under sections 551.071 and 551.072. The motion carried unanimously 5 to 0.

Closed Session started at 7:46 and ended at 8:48 p.m.

Council Member Crow recused himself from item 15 and stepped out of Closed Session at 8:36 p.m.

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

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

16. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** (*Consultation with Attorney, 551.071*)
17. **Consultation with City Attorney related to legal issues regarding land use, economic development, waiver and variance processes, and infrastructure requirements and rough proportionality.** (*551.071, Consultation with Attorney*).
18. **Consultation with City Attorney related to legal issues on the City Hall Renovations and the construction contract with Jonestar Construction.** (*551.071, Consultation with Attorney*).

Item 6 was addressed after Closed Session.

No action was taken for items 15-18.

## ADJOURN

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

The meeting adjourned at 8:51 PM.

**APPROVED ON:**     *Month, XX, 202X*

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*Bill Foulds, Jr., Mayor*

**ATTEST:**

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*Diana Boone, City Secretary*



## City Council Regular Meeting

*Dripping Springs ISD Center for Learning and Leadership  
Board Room, 300 Sportsplex Drive – Dripping Springs, Texas*

*Tuesday, May 20, 2025, at 6:00 PM*

# DRAFT MINUTES

## CALL TO ORDER & ROLL CALL

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

### **City Council Members Present:**

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

### **City Council Members Absent:**

Council Member Place 4 Travis Crow

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

City Administrator Michelle Fischer  
Deputy City Administrator Shawn Cox  
City Attorney Laura Mueller  
Deputy City Attorney Aniz Alani  
City Secretary Diana Boone  
Planning Director Tory Carpenter  
Building Official Shane Pevehouse  
Parks & Community Services Assistant Director Emily Nelson  
People & Communications Director Lisa Sullivan  
Historic Preservation Vice Chair Ashley Bobel

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Parks.

## PRESENTATION OF CITIZENS

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

*the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

Timothy Witham concerning transportation improvements.

## **PROCLAMATIONS & PRESENTATIONS**

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

### **1. Homeless Coalition of Hays County Data Results Report.**

Nancy Heintz and Doug Mudd presented a report concerning the number of people experiencing homelessness in Hays County and how data is gathered.

## **CONSENT AGENDA**

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

### **2. Approval of the May 6, 2025 City Council meeting minutes.**

### **3. Approval of April 2025 Treasurer's Report. Shawn Cox, Deputy City Administrator**

A motion was made by Council Member Parks and seconded by Council Member Tahuahua, to approve item 3 on the Consent Agenda and move item 2, approval of May 6, 2025 minutes to date certain, June 3, 2025 for consideration. The motion carried unanimously 4 to 0.

## **BUSINESS AGENDA**

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

Item 13 was moved up on the agenda.

A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to go into Closed Session for item 13, under section 551.071 and 551.072. The motion carried unanimously 4 to 0.

Closed Session started at 6:47 p.m. and ended at 7:01 p.m.



- 4. Public hearing, discussion, and consideration of a Sign Variance Request for 2 additional wall signs (20sqft and 14sqft) for Dutch Bro's Coffee located at 12400 W US Highway 290, Unit 300. Applicant: Derrick Wayland, Image Solutions**

Items 4 and 5 were presented together.

a. Presentation

Applicant was present in the audience to answer questions.

b. Staff Report

Building Official Shane Pevehouse presented the staff report and recommended approval of the additional wall signs and menu signs

c. Public Hearing

No one spoke during the Public Hearing.

d. Sign Variance

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve the sign variance request for 2 additional wall signs. The motion to approve carried unanimously 4 to 0.

- 5. Public hearing, discussion, and consideration of a Sign Variance Request for 3 additional menu signs (10sqft for each sign) for Dutch Bro's Coffee located at 12400 W US Highway 290, Unit 300. Applicant: Derrick Wayland, Image Solutions**

Items 4 and 5 were presented together.

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve the sign variance request for menu signs. The motion to approve carried unanimously 4 to 0.

- 6. Discuss and consider approval of a Resolution of Support for the City's TxDOT Transportation Alternatives Grant Application for an ADA Transition Plan. Sponsor: Council Member Travis Crow**

Items 6 and 7 were presented together

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve items 6 and 7 in support of TxDOT transportation alternative grant applications. The motion to approve carried unanimously 4 to 0.

- 7. Discuss and consider approval of a Resolution of Support for the City's TxDOT Transportation Alternatives Grant Application for Citywide High Visibility Crosswalks. Sponsor: Council Member Travis Crow**

Items 6 and 7 were presented together.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve items 6 and 7 in support of TxDOT transportation alternative grant applications. The motion to approve carried unanimously 4 to 0.

- 8. Discuss and consider approval of the continuation of the Western Wonderland event and agreement with IRA Rinks South LLC for 2025-2026.** *Sponsor: Council Member Sherrie Parks*

No action was taken. Staff was directed to return with an amended agreement.

- 9. Discuss and consider the Appointment of the Mayor Pro Tem to serve a term of one (1) year.**

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to re-appoint current Mayor Pro Tem Manassian to continue serving as Mayor Pro Tem. The motion to approve carried unanimously 4 to 0.

- 10. Discuss and consider possible action regarding the Mayoral Appointment of Council Members to Council Committees and to the Hays County Mental Health Coordinating Committee.**

- a. Economic Development Committee

Committee is on pause, no appointment was made.

- b. Transportation Committee

Mayor Foulds appointed Council Member King to the Transportation Committee.

- c. Farmers Market Committee

Mayor Foulds appointed Council Member Parks to the Farmers Market Committee and added Mayor Pro Tem Manassian as a back-up.

- d Emergency Management Committee

Mayor Foulds appointed Council Member Tahuahua to the Emergency Management Committee.

- e. Hays County Mental Health Coordinating Committee

Mayor Foulds appointed Council Member Parks to the Hays County Mental Health Coordinating Committee.

- 11. Discussion and possible action regarding the Mayoral Appointment of Council Members to Council Areas of Oversight.** *Sponsor: Mayor Bill Foulds, Jr.*

- a. Parks

Mayor Foulds appointed Mayor Pro Tem Manassian to Parks & Recreation and Council

Member Parks to DSRP.

b. Public Health and Safety

Mayor Foulds appointed Council Member Tahuahua to Public Health and Safety.

c. Utilities

Mayor Foulds appointed himself to oversee Utilities and added Mayor Pro Tem Manassian as a back-up.

d. Finance

Mayor Foulds appointed Mayor Pro Tem Manassian to Finance and added Council Member Tahuahua as a back-up.

e. Transportation and Streets

Mayor Foulds appointed Council Member Crow to Transportation and Streets.

f. Community Events and Services

Mayor Foulds appointed Council Member Parks to Community Events and Services/Founders Day Commission and added Council Member Tahuahua as a back-up for Founders Day Commission

## REPORTS

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

### **12. Planning Department Report:** Tory Carpenter, Planning Director

No action was taken. Report is on file.

## CLOSED SESSION

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

### **13. Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real**

**Property Acquisitions.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*)

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

## **ADJOURN**

A motion to adjourn the meeting was made by Council Member King and seconded by Council Member Parks. The motion to adjourn carried unanimously 4 to 0.

The meeting adjourned at 7:58 p.m.

**APPROVED ON:**     *Month, XX, 202X*

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*Bill Foulds, Jr., Mayor*

**ATTEST:**

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*Diana Boone, City Secretary*



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

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**Submitted By:** Pam King, Tourism Manager

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**Council Meeting Date:** June 17, 2025

**Agenda Item Wording:** **Approval of a Donation Agreement between the City of Dripping Springs and the Burke Foundation.** *Sponsor: Mayor Bill Foulds, Jr.*

**Agenda Item Requestor:** Lisa Sullivan, People & Communications Director

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**Summary/Background:** Beginning in 2022, The Dripping Springs Songwriters Festival applied for and received grants from the Kaman Foundation to offset the costs of the festival, particularly to provide a small stipend to each of the songwriters (\$400-\$600). In 2024, we received \$25,000. To meet the requirements set forth by the Kaman Foundation, Destination Dripping Springs committed to supporting local music education initiatives, particularly for underserved populations in our community. In our 2024 application we stated that a portion of the proceeds from the auction that was held at the Headliners Showcase event on October 12, 2024, would be given to the Burke Center for Youth. The \$4000 donation covers the cost of guitar lessons and equipment for boys living there.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve \$4000 donation to the Burke Center for Youth from the 2024 Songwriters Festival Headliners Showcase Auction proceeds.

**Attachments:** Kaman Foundation Grant Application  
 Burke Center For Youth Headliners Showcase Flier

**Next Steps/Schedule:** If approved, funds will be sent to the Burke Center for Youth.

## **DONATION AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS & THE BURKE CENTER FOR YOUTH**

This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (the “**City**”) and the Burke Center for Youth (“**Donee**”) providing for the requirements for and process of conveying and providing funding from the City to a non-profit for a municipal purpose.

### **RECITALS:**

**WHEREAS**, the City of Dripping Springs desires to support the local youth and young adults who have been removed from their homes; and

**WHEREAS**, the Burke Center for Youth provides support to local youth and young adults through therapy, education, and other activities; and

**WHEREAS**, the Songwriters Festival raised funds to support the Burke Center for Youth; and

**WHEREAS**, the City Council has deemed it to be in the best interest of Dripping Springs to provide funds to the Burke Center for Youth for a municipal public purpose; and

**WHEREAS**, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on June 17, 2025.

### **NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:**

The City is a general-law Type A municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to provide funds, goods, and services for municipal public purpose to a community organization in conjunction with donated funds acquired during the City’s Annual Songwriters Festival. The City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code.

#### **A. City’s and Donee’s Responsibilities**

The City agrees to transfer four thousand dollars (\$4,000) to the Donee Burke Center for Youth and the Donee agrees to use the funds to assist local youth and young adult foster children through therapy, education, and other activities. The City shall provide the funds to the Donee within thirty (30) days of execution of this agreement.

#### **B. Contact Information**

(1) Donee will at all times maintain the following points of contact:

Donee:           Burke Center for Youth  
                      Attn: Steve Fournier, Executive Director  
                      20800 FM 150 W  
                      Driftwood, TX 78619

steve@bcfy.org  
512-858-4258

(2) The primary point of contact under this Agreement for the City shall be:

City Administrator: Michelle Fischer  
Phone: (512) 858-4725  
Email: mfischer@cityofdrippingsprings.com  
Mailing Address: PO Box 384  
Dripping Springs, Texas 78620-0384

**C. Effective date**

This agreement takes effect as soon as it is signed by both Parties.

**D. Indemnification**

DONEE AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONEE, ITS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES AS IT RELATES TO THE DONATED FUNDS.

**E. Transferability**

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the City and Donee.

**F. Governing Law**

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.

**G. Severability**

If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder and the application of such provision to other parties or circumstances will not be affected thereby and to this end the provisions of this Agreement are declared severable.

**H. Entire Agreement**

This document represents the entirety of the agreement between the City and Donee. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

Executed this, the \_\_\_\_ day of \_\_\_\_\_ 2025.

**Donor: City of Dripping Springs:**

**Donee: Burke Center for Youth:**

by: \_\_\_\_\_

Michelle Fischer  
City Administrator

by: \_\_\_\_\_

Name:  
Title:

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

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





All proceeds from tonight's Live Auction will benefit music programs at The Burke Center for Youth and Music Friendly Community Initiatives in Dripping Springs.



All proceeds from tonight's Live Auction will benefit music programs at The Burke Center for Youth and Music Friendly Community Initiatives in Dripping Springs.

Item 6.



**PROMOTE HEALING.  
INSPIRE HOPE.**

Burke Center for Youth strives to promote healing and inspire hope for children in crisis. Founded in 1973 as a residential treatment program on a Driftwood, Texas ranch, Burke Center is now composed of Pathfinders Ranch residential treatment program, a Child Placement Agency, and an extended foster care Transitional Living Home.

Pathfinders Ranch is Burke Center for Youth's residential treatment facility for 10-17 year old boys. Every resident who comes to us has been removed from his home due to trauma and associated behaviors. We help these adolescents to begin the healing process through therapy (individual, group, equine), education at the on-site school, and the day-to-day chores involved with maintaining our 55 acres. Through these activities and the daily interactions with people who truly want good things for these children, we feel that every story is a success story.

To further assist with helping these youth, in 2016, the Burke Center Transition Home was built to help young adult foster children not only look forward, but move forward, as well. The Burke Center Transition Home is a residential program for young men who have aged out of foster care and are not yet able to live independently. The program will run between 1-2 years and offers continued therapy, job skills and placement, college enrollment, and continued life skills education. The extra support is readily available during this difficult transition to our biological children, and we will now offer the same to our Burke children.

Whether through treatment, placement, or a little extra stability, the ultimate goal at Burke Center for Youth is to help children rebuild their lives in a manner that will break the cycle of abuse and give them the tools necessary to succeed in life.



**PROMOTE HEALING.  
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Pathfinders Ranch is Burke Center for Youth's residential treatment facility for 10-17 year old boys. Every resident who comes to us has been removed from his home due to trauma and associated behaviors. We help these adolescents to begin the healing process through therapy (individual, group, equine), education at the on-site school, and the day-to-day chores involved with maintaining our 55 acres. Through these activities and the daily interactions with people who truly want good things for these children, we feel that every story is a success story.

To further assist with helping these youth, in 2016, the Burke Center Transition Home was built to help young adult foster children not only look forward, but move forward, as well. The Burke Center Transition Home is a residential program for young men who have aged out of foster care and are not yet able to live independently. The program will run between 1-2 years and offers continued therapy, job skills and placement, college enrollment, and continued life skills education. The extra support is readily available during this difficult transition to our biological children, and we will now offer the same to our Burke children.

Whether through treatment, placement, or a little extra stability, the ultimate goal at Burke Center for Youth is to help children rebuild their lives in a manner that will break the cycle of abuse and give them the tools necessary to succeed in life.

1. A **Cover Sheet** with the following information:
  - a. Name, address, telephone and fax numbers, and web site of your organization;
  - b. Name, title, e-mail address and telephone number of your contact person;
  - c. Brief purpose of your organization;
  - d. Dates of your fiscal year;
  - e. Amount requested; and
  - f. A description of the proposed use of the funds requested, including intended objectives to be achieved.
2. A **project budget** that includes information on how the grant funds would be spent.
3. A copy of your **IRS determination letter**, or an explanation of your tax-exempt status.
4. A **Board of Directors list**, including officers and their affiliations.
5. **Financial reports** of your two most recently completed fiscal years (need not be audited but the most recent should be no older than 12 months). These reports should include:
  - a. A statement of actual revenues and expenses; and
  - b. A balance sheet (also known as statement of financial position).

The grant request should be either e-mailed or mailed to the following:

E-mail: [mmessenger@murthalaw.com](mailto:mmessenger@murthalaw.com)

Mail: The Kaman Foundation, Inc.  
 c/o Murtha Cullina LLP  
 Attention: Mary B. Messenger  
 280 Trumbull Street, 12<sup>th</sup> Floor  
 Hartford, CT 06103

1. A **Cover Sheet** with the following information:

- a. Name, address, telephone and fax numbers, and web site of your organization;  
Dripping Springs Visitors Bureau-City of Dripping Springs  
509 Mercer Street  
Dripping Springs, TX 78620  
(p) 512-858-4740 (f)  
[www.destinationdrippingsprings.com](http://www.destinationdrippingsprings.com)
- b. Name, title, e-mail address and telephone number of your contact person;  
Pam King  
Destination Dripping Springs Tourism Manager  
[pking@destinationdrippingsprings.com](mailto:pking@destinationdrippingsprings.com)  
512-858-9424
- c. Brief purpose of your organization  
Destination Dripping Springs is the city's Tourism Bureau & Visitors Center, encouraging and promoting tourism. Our staff and volunteers serve as community ambassadors and coordinate events including the Dripping Springs Songwriters Festival that connect visitors-guests with all that makes Dripping Springs great.
- d. Dates of your fiscal year:  
October 1 – September 30
- e. Amount requested:  
\$25,000
- f. A description of the proposed use of the funds requested, including intended objectives to be achieved:

Proposed Use:

- This \$25,000 grant would make the Kaman Foundation the presenting sponsor for the festival, and naming rights as the Headliners Showcase and Mazama Stage Sponsor.
- Songwriters from all over the world are invited to apply and 30-40 will be selected to perform at the 2024 10-year anniversary event. The funds from this grant would allow the festival to continue to provide \$400 - \$600 stipends to our 30 – 40 songwriters. Fortunately, lodging is provided by community members for our out-of-town artists.

- The funds would also be used to defray event costs including sound and lighting, tents, and chairs at our 8 music venues, and would enable us to continue to provide free quality music entertainment from up -and-coming artists to our community and to visitors to Dripping Springs.
- In addition, a portion of the expenses for the Headliners Show, featuring award winning songwriter Radney Foster. This year's Headliners Showcase will be held one week prior to the festival as a way to kick off our 10-year anniversary celebration. In past years the donation of an Ovation guitar enabled us to hold a live auction that netted \$4000-\$6000. Proceeds from the auction enabled the Songwriters Festival to commit to paying for guitar lessons for boys living at the Burke Foundation for Youth residential facility, located just outside of Dripping Springs in Driftwood [Burke Center for Youth](#). We were also able to donate guitars and there are currently 10 boys enrolled in onsite group lessons provided by an experienced instructor. We plan to expand the offerings at the auction to help raise money for future Songwriters Festival activities, perhaps a concert series throughout the year rather than just one weekend.

Intended Objectives:

- To continue to provide free, quality music to our community and visitors.
- To create new initiatives to celebrate the 10-year anniversary of the festival, including the creation of commemorative posters, new branding and expanded festival offerings. Duo/multi artist acts will be allowed to participate in the festival (in the past is was only solo artists). Artists will also be allowed to perform with instruments rather than guitars exclusively.
- To provide songwriters with a monetary stipend and meals while in our community
- To continue to have the Headliners Showcase and live auction which will enable the organization to continue to support local music experiences and education for area nonprofit organizations including the Burke Center for Youth. In addition, we plan to expand the offerings at the auction to help raise money for future Songwriters Festival activities, perhaps a concert series throughout the year rather than just one weekend.

2. A **project budget** that includes information on how the grant funds would be spent. Please see attached

3. A copy of your **IRS determination letter**, or an explanation of your tax-exempt status.
4. A **Board of Directors list**, including officers and their affiliations.
5. **Financial reports** of your two most recently completed fiscal years (need not be audited but the most recent should be no older than 12 months). These reports should include:
  - a. A statement of actual revenues and expenses; and
  - b. A balance sheet (also known as statement of financial position).

The grant request should be either e-mailed or mailed to the following: E-

mail: [mmessenger@murthalaw.com](mailto:mmessenger@murthalaw.com)

Mail: The Kaman Foundation, Inc. c/o  
Murtha Cullina LLP Attention:  
Mary B. Messenger 280 Trumbull  
Street, 12<sup>th</sup> Floor Hartford, CT  
06103

2024 Headliners Auction Deposits

Item 6.

\$1360.00  
\$ 260.00  
\$2000.00  
+\$1500.00  
\$5120.00 TOTAL

Square Transactions

Uncategorized: Auction

All Auction sales from Oct 3, 2024 to May 1, 2025 at Dripping Springs Visitors Bureau.  
This item was sold in 2 unique combinations.

	2	0	0	0			
	TOTAL SOLD	W/ MODIFIERS	W/ DISCOUNTS	W/ TAXES			
Item Name		Items Sold	Unit	Gross Sales	Discounts	Net Sales	Taxes
Auction			Each	\$1,480.00	\$0.00	\$1,480.00	\$0.00
Regular @ \$120.00		1	Each	\$120.00	\$0.00	\$120.00	\$0.00
Regular @ \$1,360.00		1	Each	\$1,360.00	\$0.00	\$1,360.00	\$0.00

All Auction Poster sales from Oct 3, 2024 to May 1, 2025 at Dripping Springs Visitors Bureau.  
This item was sold in 1 unique combination.

	2	0	0	0	2		
	TOTAL SOLD	W/ MODIFIERS	W/ DISCOUNTS	W/ TAXES	UNITS SOLD		
Item Name		Items Sold	Unit	Gross Sales	Discounts	Net Sales	Taxes
Auction Poster		2	Each	\$260.00	\$0.00	\$260.00	\$0.00
Regular @ \$130.00		2	Each	\$260.00	\$0.00	\$260.00	\$0.00

Uncategorized: Auction- Guitar DSSF

All Auction- Guitar DSSF sales from Oct 3, 2024 to May 1, 2025 at Dripping Springs Visitors Bureau.  
This item was sold in 1 unique combination.

	1	0	0	0	1		
	TOTAL SOLD	W/ MODIFIERS	W/ DISCOUNTS	W/ TAXES	UNITS SOLD		
Item Name		Items Sold	Unit	Gross Sales	Discounts	Net Sales	Taxes
Auction- Guitar DSSF		1	Each	\$2,000.00	\$0.00	\$2,000.00	\$0.00
Regular @ \$2,000.00		1	Each	\$2,000.00	\$0.00	\$2,000.00	\$0.00

Andy Higgins, pd via check Guitar

NOTES

RECEIPT

DATE 4/1/25 NO. 472633

RECEIVED FROM Im Collaboration

ADDRESS

FOR Songwriters Festival \$1,500.00

OK #120

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY

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

---

**Submitted By:** Laura Mueller, City Attorney

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**Council Meeting Date:** June 20, 2025

**Agenda Item Wording:** **Approval of Rate Increase from Bojorquez Law Firm,**  
**P.C. Sponsor: Mayor Bill Foulds, Jr.**

**Agenda Item Requestor:**

---

**Summary/Background:** Bojorquez Law Firm has provided outside counsel services for many years. The rate increase is two (2) percent. They have changed the schedule so that moving forward any rate increase will align with an October budget/fiscal year. The last update was March 2024 with a three (3) percent raise.

**Commission**  
**Recommendations:** N/A

**Recommended**  
**Council Actions:** Approval.

**Attachments:** Rate Increase Letter; Rate Increase Breakdown

**Next Steps/Schedule:** File rate letter.



**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:** June 17, 2025

**Agenda Item Wording:** **Approval of recommendations for appointment to the Founders Day Commission of Mark Handley from St. Martin de Porres Catholic Church, Lisa Garza from the Cook-Off Club, and Susan Warwick from the Lions Club each for two (2)-year terms ending June 30, 2027; and the appointment of Jeff Shindler as Commission Chair for a term of one (1) year ending June 30, 2026. Sponsor: Council Member Sherrie Parks**

**Agenda Item Requestor:** Founders Day Commission

---

**Summary/Background:** The Founders Day Commission is a fourteen-member advisory commission tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is responsible for planning, promoting, arranging, and organizing Founders Day. The Commission makes recommendations to City Council regarding the improvement and safe operation of the Founders Day celebration.

Each of the participating organizations provides the City Council with a recommendation for representative appointment to the Commission. Commissioners Handley, Garza, and Warwick have been recommended by their respective organizations to continue serving for an additional two-year term each.

Per Ordinance, one member is appointed by the City Council as the Chair, annually, at the recommendation of the Commission.

**Commission Recommendation:** The Commission recommends the re-appointment of Commissioners Handley, Garza, and Warwick to the Founders Day Commission, and of Jeff Shindler as Commission Chair.

**Recommended Council Actions:** Approve the recommended appointments of Mark Handley, Lisa Garza, and Susan Warwick to the FDC for terms ending June 30, 2027; and appointment of Jeff Shindler as Commission Chair for 2026.



**Attachments:**

- Warwick\_Lions Club Recommendation Letter 5-5-25.pdf
- Handley\_Recommendation Letter to Commission 5-1-25.docx
- Garza\_Cook-Off Recommendation 5-8-25.docx

**Next Steps/Schedule:**

1. Inform applicant of council decision
2. Update master roster, group email, and city website
3. Distribute updated roster and notice of current members



## **Dripping Springs Lions Club**

P. O. Box 53

Dripping Springs, TX 78620

May 5, 2025

City of Dripping Springs, Founders Commission,

The DS Lions Club recommends Susan Warwick to be a Lions Club representative on the Founders Day Commission.

In service to our community,

A handwritten signature in blue ink that reads 'Sharon Goss'. The signature is fluid and cursive, with the first name 'Sharon' being more prominent than the last name 'Goss'.

Sharon Goss, President  
Dripping Springs Lions Club

PO Box 1062 - 230 Post Oak Drive - Dripping Springs, TX 78620

[www.stmartindp.org](http://www.stmartindp.org) - 512-858-5667



May 1, 2025

Diana Boone  
511 Mercer Street  
P.O. Box 384  
Dripping Springs, TX 78620

Dear Ms. Boone,

We are requesting the appointment of Mark Handley to the City of Dripping Springs Founder's Day commission as Commissioner for another 2-year term.

Sincerely yours,

Rev. Justin Nguyen  
Pastor



May

8, 2025

To Whom it may concern:

I would like to recommend Lisa Garza for re-appointment to the Founder's Day Commission as a representative for the Dripping Springs Cookoff Club.

Lisa has been a valued member of the Club for several years. She's always there to help and promote the Club to the community. She takes initiative, is dependable and has represented the Club well on the Commission.

Regards,

Michele

Michele Ryon, President

Dripping Springs Cookoff Club



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

**Submitted By:** Diana Boone, City Secretary

**Council Meeting Date:** June 17, 2025

**Agenda Item Wording:** **Approval of the appointment of Jessy Milner for Place 2 of the TIRZ No. 1 & No. 2 Board of Directors and the appointment of Ryan Thomas for terms ending December 31, 2025.**

**Agenda Item Requestor:** Michelle Fischer, City Administrator

**Summary/Background:** **Member Responsibilities - Section 2.04.224**

The TIRZ board shall act as an advisory board to the city council in the operation and administration of the TIRZ; all action by the board is subject to city council approval. The authority and responsibility of the board expressly includes:

- (1) Make recommendations to the city council regarding the administration of this division.
- (2) Make recommendations to the city council regarding agreements that are necessary or convenient to implement the project plan and reinvestment zone financing plan.
- (3) Make recommendations to the city council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.
- (4) Make recommendations to the city council regarding the expenditure of TIRZ funds related to development and redevelopment of land within the zone, in conformance with the following process.
- (5) Acting as the lead entity in working with other boards and commissions regarding incentives, regulations, infrastructure and all other physical and economic development decisions related to the TIRZ district.
- (6) Providing a progress report to the city council annually, or as requested by the city council.

**Member Selection – Section 2.04.223**

- (a) Beginning January 1, 2021, members shall initially serve staggering terms with even numbered places serving a two-year term and odd numbered places serving a one-year term, after which all places shall serve a two-year term. For members appointed by city council, when

appointed for each term, the city council will determine which member will be in each place. For members appointed by the county, the county will determine which member is in each place.

- (b) Vacancies on the board may be filled by appointment of the city council for the unexpired term.

**Membership Requirements – Section 2.04.222**

All regular board members shall be at least 18 years of age and a resident of the county. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the board.

**Officer Appointments – 2.04.225**

The city council shall appoint a chair, as established in section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The board may appoint other officers as it may establish in its bylaws.

**Current Membership**

Member	Place	Term
Ryan Thomas	Place 1	12/31/26
Craig Starcher, Chair	Place 2	12/31/25
Taline Manassian, Vice Chair	Place 3	12/31/26
Miles Mathews	Place 4	12/31/25
Missy Atwood	Place 5	12/31/26
Susan Kimball	Place 6	12/31/25
Walt Smith	Place 7	12/31/26

**Vacancies and Applicants**

Place 2 – Chair Craig Starcher is resigning. Three (3) candidates were interviewed to fill the vacancy and Jessy Milner was selected to serve on the TIRZ No. 1 and No. 2 Board and the Board is recommending current Board Member Ryan Thomas to serve as the new chair.

**Board  
Recommendations:**

TIRZ Board No. 1 & No. 2 recommends approving the appointment of Jessy Milner as a new board member and Ryan Thomas as board chair.

**Recommended  
Council Actions:**

Staff recommends approval.

**Attachments:**

1. Application

- Next Steps/Schedule:**
1. Inform board members of City Council decision.
  2. Update website and roster.



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

**Submitted By:** Diana Boone, City Secretary

**Council Meeting Date:** June 17, 2025

**Agenda Item Wording:** **Approval of the re-appointments of Delbert Bassett, Steve Mallett, Ashley Bobel, and Richard Moore to the Historic Preservation Commission for terms ending June 30, 2027.**

**Agenda Item Requestor:** Michelle Fischer, City Administrator & Commission Liaison

**Summary/Background:** The Historic Preservation Commission (HPC) is a 7 member commission tasked with making recommendations to City Council regarding Historic Preservation Items including but not limited to designation of historic places, preparation of historic district guidelines and review of concept site plans with all historic zoning districts. The HPC is also responsible for the review and approval or denial of Certificates of Appropriateness in the Historic Districts.

Members of the HPC are those that have an interest in historic preservation and expertise related to those activities. There are no residency or professional requirements.

There are four (4) members with expiring terms as highlighted in the Current Membership Chart. All expiring members have requested reappointment.

**Current Membership**

Chair, Dean Erickson	06/30/2026	HD Business Owner
Vice Chair, Ashley Bobel	06/30/2025	Real Estate Broker
Delbert Bassett	06/30/2025	Hays Co. Historical Commission
Richard Moore	06/30/2025	Architect
Haley Hunt	06/30/2026	HD Business Owner
Steve Mallett	06/30/2025	HD Property Owner
Gwyn Sommerfeld	06/30/2026	HD Property Owner



**Commission Recommendations:** Chair Erickson recommends the reappointments of Delbert Bassett, Steve Mallett, Ashley Bobel, and Richard Moore for terms ending June 30, 2027.

**Recommended Council Actions:** Staff recommends approval.

**Next Steps/Schedule:** 1. Update website



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

**Submitted By:** Diana Boone, City Secretary

**Council Meeting Date:** June 17, 2025

**Agenda Item Wording:** **Approval of re-appointment of Mim James, Christian Bourguignon, Eugene Foster, and Doug Crosson to the Planning & Zoning Commission for terms ending June 30, 2027 and appoint Mim James as Chair of the commission for a one (1) year term ending June 30, 2026.**

**Agenda Item Requestor:** Tory Carpenter, Planning Director

**Summary/Background:** **Member Responsibilities**

The P&Z shall have all the rights, powers, privileges and authority authorized and granted by the city council and through the statutes of the State of Texas authorizing and granting cities the power of zoning and subdivision regulation as found in chapters 211 and 212 of the Texas Local Government Code, as may be amended.

The P&Z shall be an advisory body and adjunct to the city council and shall make recommendations regarding amendments to the comprehensive plan, changes of zoning, zoning ordinance amendments, and zoning to be given to newly annexed areas, and shall make recommendations regarding the approval of plats of subdivisions as may be submitted to it for review and other planning related matters delegated to the P&Z by the city council.

**Member Selection**

Created, in accordance with chapter 211 of the Texas Local Government Code, the "planning and zoning commission," hereafter sometimes referred to as the "P&Z," which shall consist of seven members. A minimum of two of the members shall be residents and registered voters of the City of Dripping Springs. As many as two of the members may be ETJ residents who are registered voters of Hays County. The remaining three members of the P&Z shall be at-large and may either be residents and registered voters of the City of Dripping Springs, or ETJ residents who are registered voters of Hays County.

**Officer Appointments**

The city council shall appoint a chairman from among the membership of the P&Z. The P&Z shall elect from among its membership, a vice-chairperson. The P&Z may elect from among its membership a secretary. Each officer

shall hold office for one year or until replaced. The P&Z, at its first meeting on or after June, shall select all the positions.

The P&Z shall also select a member to serve as representative on the Transportation Committee.

Members of the P&Z may serve simultaneously on any other city board or commission, except for the city council or the board of adjustment.

**Current Members**

Member	Term	Background
Mim James, Chair	6/30/25	Oil & Gas
Tammie Williamson, Vice Chair	6/30/26	Planning
Christian Bourguignon	6/30/25	General Contractor
Eugene Foster	6/30/25	Business Owner
Evelyn Strong	6/30/26	Real Estate
Douglas Shumway	6/30/26	Attorney
Doug Crosson	6/30/25	Real Estate/Development

**Seat Expirations**

There are four (4) members with terms that expire June 30, 2025 as highlighted above, as well as the chair re-appointment. All commissioners with expiring terms have requested re-appointment.

**Commission  
Recommendations:**

The Chair recommends the reappointment of Mim James, Christian Bourguignon, Eugene Foster, and Doug Crosson and the re-appointment of Mim James as Chair for a one (1) year term.

**Staff  
Recommendations:**

Staff recommends approval.

**Next Steps/Schedule:**

Update website





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

---

**Submitted By:** Laura Mueller, City Attorney

---

**Council Meeting Date:** June 17, 2025

**Agenda Item Wording:** **Approval of a Resolution approving the 2025 Title VI Program & Assurance Program and Policy Statement related to compliance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities.**

**Agenda Item Requestor:**

---

**Summary/Background:** This program is federal law and is required in order to receive federal funding like the transportation alternative funds and emergency management funds. It needs to be regularly updated. This year it needs be complete by June 30, 2025.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approval

**Attachments:** Resolution; Program

**Next Steps/Schedule:** Post policy on Website and finalize survey and other requirements related to Title VI.

**CITY OF DRIPPING SPRINGS****RESOLUTION No. 2025-R19****A RESOLUTION APPROVING THE 2025 TITLE VI: PROGRAM & ASSURANCE RELATED TO COMPLIANCE WITH THE NON-DISCRIMINATION REQUIREMENTS OF TITLE VI AND RELATED NONDISCRIMINATION AUTHORITIES.**

**WHEREAS,** pursuant to Title VI of the Civil Rights Act of 1964, and in accordance with 49 CFR Part 21, the U.S. Department of Transportation and the Federal Transit Administration (FTA) prohibit discrimination on the basis of race, color or national origin; and

**WHEREAS,** as a recipient of federal funds, the City of Dripping Springs is required to comply with the requirements of the Act and applicable implementing regulations; and,

**WHEREAS,** pursuant to FTA Circular 4702.1B, and Title VI Requirements the City of Dripping Springs is required to submit its Title VI program to its governing entity for approval; and

**WHEREAS,** the City of Dripping Springs has developed the necessary procedures and processes to be in compliance with the Title VI regulations, including a complaint process and a Title VI notice to the public; and

**WHEREAS,** the Dripping Springs City Council has considered and determined to approve the City's 2025 Title VI Program and Assurance Policy as set forth in the attached Exhibit A; and

**WHEREAS,** the Council has authority to approve by Resolution the 2025 Title VI Program and Assurance Policy; and

**WHEREAS,** the City Council finds it in the best interest of the public to approve this Resolution and the 2025 Title VI Program and Assurance Policy as set forth in Exhibit A attached and fully incorporated herein.

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

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.
2. The City Council of the City of Dripping Springs, Texas, hereby approves the 2025 Title VI Program and Assurance Policy as set forth in the attached Exhibit A.

3. This Resolution shall be and become effective from and after its adoption.
4. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**APPROVED, this the 17th day of June 2025, by the City Council of the City of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

---

Mayor Bill Foulds, Jr.

ATTEST:

---

Diana Boone, City Secretary



# **Title VI: Program & Assurance**

**June \_\_\_\_, 2025**

**511 Mercer Street  
Dripping Springs, Texas 76702**



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## PUBLIC NOTICE OF TITLE VI PROGRAM RIGHTS

The City of Dripping Springs gives public notice of its' policy to uphold and assure full compliance with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964 and related Nondiscrimination authorities. Title VI and related Nondiscrimination authorities stipulate that no person in the United States of America shall on the grounds of race, color, national origin, sex, age, disability, income level or Limited English Proficiency be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Any person who desires more information regarding the City of Dripping Springs Title VI Program can contact its Title VI Coordinator – Chase Winburn – at the address noted below.

Any person who believes they have, individually or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color, national origin, sex, age, disability, income level or Limited English Proficiency has the right to file a formal complaint. Any such complaint must be in writing and submitted within 180 days following the date of the alleged occurrence to either:

Title VI Program Coordinator:

Chase Winburn

Human Resource Director

511 Mercer Street

Dripping Springs, Texas 78620

Phone: (512) 858-4725

Email: [cwinburn@cityofdrippingsprings.com](mailto:cwinburn@cityofdrippingsprings.com)

## CITY OF DRIPPING SPRING'S TITLE VI PROGRAM POLICY STATEMENT

The City of Dripping Springs, (the "City"), as a City of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, ensures that no person shall on the grounds of race, color, national origin, sex, age, disability, low income, and limited English proficiency (LEP) be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City programs or activities.

The City is committed to comply with 49 CFR Part 21 and 49 CFR Part 303. The City's Title VI Program Assurances signed by its Executive Director is located in Attachment 2.

In accordance with 23 CFR 200.9(b)(1), the Civil Rights Officer (CRO) serves as the City's Title VI/Nondiscrimination Coordinator. The CRO is responsible for the implementation of the City's sexual harassment and discrimination policy which involves the education, prevention and investigation of claims of discrimination and/or sexual harassment and unprofessional conduct. The City's Title VI/Nondiscrimination Coordinator is to be assisted in the effective implementation of the Title VI Program by all City Staff.

Civil Right Officer:

Chase Winburn

Human Resource Director

511 Mercer Street

Dripping Springs, Texas 78620

Phone: (512) 858-4725

Email: cwinburn@cityofdrippingsprings.com

CITY OF DRIPPING SPRING'S TITLE VI PROGRAM POLICY STATEMENT  
*SPANISH VERSION*

CITY OF DRIPPING SPRINGS TITLE  
VI/NONDISCRIMINATION ASSURANCES

The City of Dripping Springs (herein referred to as the “City”), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. §1681 et seq.), (prohibits discrimination on the basis of sex in education programs or activities);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 et seq.), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. §12101 et seq.), (prohibits discrimination on the basis of disability);
- 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964);
- 49 C.F.R. Part 27 (entitled Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 49 C.F.R. Part 28 (entitled Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation);
- 49 C.F.R. Part 37 (entitled Transportation Services for Individuals with Disabilities (ADA));
- 49 C.F.R. Part 303 (FMCSA’s Title VI/Nondiscrimination Regulation);
- 28 C.F.R. Part 35 (entitled Discrimination on the Basis of Disability in State and Local Government Services);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Executive Order 12898, 3 C.F.R. 859 (1995) (entitled Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations);
- Executive Order 13166, 3 C.F.R. 289 (2001) (on Limited English Proficiency (LEP)).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

Although not applicable to The City directly, there are certain Executive Orders and relevant guidance that direct action by Federal agencies regarding their federally assisted programs and activities to which compliance is required by The City to ensure Federal agencies carry out their

responsibilities. Executive Order 12898 (1995), entitled “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations” emphasizes that Federal agencies should use existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations. The City should be aware that certain Title VI matters raise Environmental Justice concerns and FMCSA intends that The City evaluate and revise existing procedures (as appropriate) to address and implement Environmental Justice considerations. See the following FHWA website for more information and facts about Environmental Justice: [http://www.fhwa.dot.gov/environment/environmental\\_justice/index.cfm](http://www.fhwa.dot.gov/environment/environmental_justice/index.cfm)

Additionally, Executive Order 13166 (2001) on Limited English Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed.Reg. at 50123), clarifies the responsibilities associated with the “application of Title VI’s prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency.” When receiving federal funds, The City is expected to conduct a Four-Factor Analysis to prevent discrimination based on national origin. (See also U.S. DOT’s “Policy Guidance Concerning the City’s Responsibilities to Limited English Proficient (LEP) Persons,” dated December 14, 2005, (70 Fed. Reg. at 74087 to 74100); the Guidance is a useful resource when performing a Four-Factor Analysis).

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the City hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, low-income, or LEP be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives Federal financial assistance from DOT, including the FMCSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the City, so long as any portion of the program is Federally- assisted.

### Specific Assurances

More specifically, and without limiting the above General Assurances, the City agrees with and gives the following Assurances with respect to its federally assisted FMCSA Program:

1. The City agrees that each “activity,” “facility,” or “program,” as defined in §§21.23(b) and 21.23(e) of 49 C.F.R. §21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The City will insert the following notification in all solicitations for bids, Request for

Proposals for work, or material subject to the Acts and Regulations made in connection with all Federal Motor Carrier Safety Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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“The City of Dripping Springs, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (8 State. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, age, disability, income- level, or LEP in consideration for an award”;

3. The City will insert the clauses of **Appendix A** and **Appendix E** of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The City will insert the clauses of **Appendix B** of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a City;
5. That where the City receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the City receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the City will include the clauses set forth in **Appendix C** and **Appendix D** of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the City with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the City for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the City, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. The period during which the City retains ownership of the property.
9. The City will provide for such methods of administration for the program as are found by

the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other The City, sub- The City, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The City agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, The City of Dripping Springs, also agrees to comply (and require any sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FMCSA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FMCSA. You must keep records, reports, and submit the material for review upon request to FMCSA, or its designee, in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Dripping Springs gives this ASSURANCE in consideration of and for obtaining any Federal financial assistance extended after the date hereof to the City by the Department of Transportation under the FMCSA Program. This ASSURANCE is binding on the State of Texas, other The City, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FMCSA Program. The person(s) signed below is authorized to sign this ASSURANCE on behalf of the City.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

\_\_\_\_\_  
Diana Boone, City Secretary



## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally- assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
  3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
  4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the City or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - a. withholding payments to the contractor under the contract until the contractor complies; and/or
    - b. cancelling, terminating, or suspending a contract, in whole or in part.
  6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor
- City of Dripping Springs  
Title VI Program & Assurance
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will take action with respect to any subcontract or procurement as the City or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the City of Dripping Springs will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Dripping Springs all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Dripping Springs and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Dripping Springs, its successors and assigns.

The City of Dripping Springs, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the City of Dripping Springs will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and

as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Dripping Springs pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Dripping Springs will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Dripping Springs will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Dripping Springs and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Dripping Springs pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
  
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, City of Dripping Springs will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
  
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, City of Dripping Springs will there upon revert to and vest in and become the absolute property of City of Dripping Springs and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## *APPENDIX E*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid The City, and contractors, whether such programs or activities are federally funded or not)
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

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





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

**From:** Shawn Cox, Deputy City Administrator 

**Date:** June 17, 2025

**RE:** May 2025 City Treasurer's Report

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**General Fund:**

The General Fund received **\$949,277.63** in revenues for May.

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

- 100-000-40001: Sales Tax Revenue – \$448,915.34 was received in May, of which \$343,050.80 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is a 7.99% increase from May 2024 collections. Though May, \$3,312,398.03 (73.61%) of the \$4,500,000.00. Current projections for the end of the year are to collect approximately \$4,800,000.00.
- 100-201-43031: Building Code Fees – The City received \$129,435.75 in Building Code Fees in May. To date, \$1,124,090.26 (74.94%) of the \$1,500,000.00 budgeted has been collected.
- 100-402-44004: Park Rental Income – In May, the pool pavilion rental revenues totaled \$21,517.75

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

- 100-107-67002: Workmen's Comp Insurance – In May, \$10,624.25 was spent from this line item, bringing the total expenditure for the year to \$51,197.75. This is \$8,700.75 more than budgeted. We were expecting this overage after talking with TML. Our Workmen's Comp audit indicated our costs would increase. This will be included in the FY 2025 Projected Year end Budget.

**Utility Fund:**

The Utility Fund received **\$370,720.56** in revenues for May.

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

- 400-300-43018: Wastewater Service Fees – The Utility Fund received \$84,020.89 in Wastewater Fees.
- 400-301-43040: Water Base Rate – Though May, \$90,203.95 has been received. This is \$50,203.95 more than anticipated. This line item is being increased in the projected FY 2025 Budget.
- 400-301-43041: Water Usage – Though May, \$231,263.52, This is \$31,263.52 more than anticipated.
- 400-320-41001: PEC – Through May, the City has received \$173,634.63 in Franchise Fees from PEC. This is \$43,634.63 more than the \$130,000.00 budgeted for the year.
- 400-320-41003: Cable Franchise Fee – The City received \$55,612.18 in May, bringing the total received to \$126,048.01.
- 400-320-47009: Sales Tax – \$89,783.07 was deposited into the Utility Fund for the May Sales Tax allocation.

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



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- 400-310-64002: Software – For Fy 2025, \$7,000.00 was budgeted for software costs. This did not include the \$17,650.00 for the configuration and implementation of Wastewater Billing. When the agreement with Tyler Technology was signed it was done so out of Routine Operations. This line item will be increased in the projected year end budget to reflect these expenditures.

### Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$40,035.04** in May.

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

- 200-401-43013: Equipment Rental Fees – In May, the DSRP collected \$4,800.00 in equipment fees, bringing the total collected this fiscal year to \$11,113.90, which is \$3,113.90 more than budgeted.
- 200-401-44007: Miscellaneous Events – In May, the DSRP received \$25,960.00 in Miscellaneous Event Fees. Of the \$25,960.00 received, \$19,420.00 was for the Rodeo, and \$6,450.00 was for the 3<sup>rd</sup> Annual Extravaganza. A portion of these revenues will be paid out to our event partners we have revenue sharing agreements with.

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

- 200-401-63000: Building Office Maintenance – In May, \$12,310.62 was spent from this line item. These expenditures were primarily related to the installation for the new fire alarm at DSRP (\$10,955.71). This line item did not have any expenditures budgeted for FY 2025, rather, these expenditures will be moved to General Maintenance (200-401-63023) in a future Journal Entry.

### Banking:

On May 31<sup>st</sup>, the City's cash balance was **\$40.37 Million**. This is a 40.26% increase from the previous month's cash balances. The primary driver behind this increase is the deposit of the Series 2025 debt proceeds (\$14.021 million). A total of **\$88,621.97** was collected in interest revenues in May.

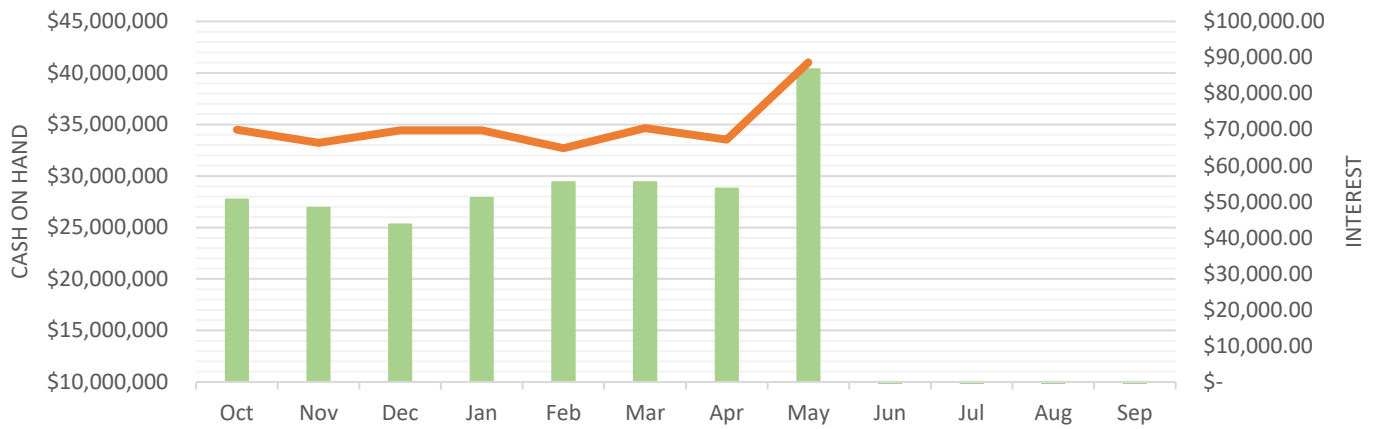


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### Banking

Cash on Hand Interest





		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
<a href="#">100-000-40000</a>	Ad Valorem Tax	3,707,356.54	3,707,356.54	17,768.00	3,659,169.22	-48,187.32	1.30 %
<a href="#">100-000-40001</a>	Sales Tax Revenue	4,500,000.00	4,500,000.00	448,915.34	3,312,398.03	-1,187,601.97	26.39 %
<a href="#">100-000-40002</a>	Mixed Beverage	100,000.00	100,000.00	0.00	26,976.63	-73,023.37	73.02 %
<a href="#">100-000-40006</a>	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	1,820.45	8,809.53	4,809.53	220.24 %
<a href="#">100-000-41000</a>	Solid Waste Franchise Fee	55,000.00	55,000.00	0.00	40,977.90	-14,022.10	25.49 %
<a href="#">100-000-42000</a>	Alcohol Permit Fees	6,500.00	6,500.00	375.00	4,537.50	-1,962.50	30.19 %
<a href="#">100-000-46001</a>	Other Revenues	40,000.00	40,000.00	246,673.85	1,620,981.23	1,580,981.23	4,052.45 %
<a href="#">100-000-46002</a>	Interest	150,000.00	150,000.00	18,804.71	152,544.55	2,544.55	101.70 %
<a href="#">100-000-46011</a>	Coronavirus Local Fiscal Recovery F	0.00	0.00	0.00	50.00	50.00	0.00 %
<a href="#">100-000-46013</a>	Opioid Abatement	0.00	0.00	0.00	241.78	241.78	0.00 %
<a href="#">100-000-46014</a>	Transportation Improvements Reim	1,010,000.00	1,010,000.00	0.00	55,548.30	-954,451.70	94.50 %
<a href="#">100-000-47005</a>	Transfer from HOT Fund	55,000.00	255,000.00	0.00	0.00	-255,000.00	100.00 %
<a href="#">100-000-47013</a>	Transfer From TIRZ	0.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
<a href="#">100-000-47016</a>	Transfer from Sidewalk Fund	29,000.00	29,000.00	0.00	0.00	-29,000.00	100.00 %
Department: 000 - Undesignated Total:		9,656,856.54	9,956,856.54	734,357.35	8,882,234.67	-1,074,621.87	10.79%
Department: 105 - Communications							
<a href="#">100-105-46006</a>	Merchandise	0.00	0.00	0.00	-239.83	-239.83	0.00 %
Department: 105 - Communications Total:		0.00	0.00	0.00	-239.83	-239.83	0.00%
Department: 200 - Planning & Development							
<a href="#">100-200-42001</a>	Health Permits/Inspections	75,000.00	75,000.00	2,065.00	45,510.00	-29,490.00	39.32 %
<a href="#">100-200-43000</a>	Site Development Fees	400,000.00	400,000.00	0.00	43,219.90	-356,780.10	89.20 %
<a href="#">100-200-43002</a>	Zoning Fees	65,000.00	65,000.00	0.00	7,635.00	-57,365.00	88.25 %
<a href="#">100-200-43030</a>	Subdivision Fees	295,100.00	295,100.00	1,900.85	332,094.45	36,994.45	112.54 %
Department: 200 - Planning & Development Total:		835,100.00	835,100.00	3,965.85	428,459.35	-406,640.65	48.69%
Department: 201 - Building							
<a href="#">100-201-42007</a>	Sign Permits	0.00	0.00	5,765.00	45,006.15	45,006.15	0.00 %
<a href="#">100-201-43029</a>	Fire Inspections	50,000.00	50,000.00	5,248.80	26,943.50	-23,056.50	46.11 %
<a href="#">100-201-43031</a>	Building Code Fees	1,500,000.00	1,500,000.00	129,435.75	1,124,090.26	-375,909.74	25.06 %
Department: 201 - Building Total:		1,550,000.00	1,550,000.00	140,449.55	1,196,039.91	-353,960.09	22.84%
Department: 400 - Parks & Recreation							
<a href="#">100-400-44000</a>	Sponsorships & Donations	5,500.00	5,500.00	0.00	6,676.00	1,176.00	121.38 %
<a href="#">100-400-44001</a>	Community Service Fees	1,800.00	1,800.00	55.00	595.00	-1,205.00	66.94 %
<a href="#">100-400-44002</a>	Program & Event Fees	9,500.00	9,500.00	1,260.00	3,645.00	-5,855.00	61.63 %
<a href="#">100-400-44004</a>	Park Rental Income	6,000.00	6,000.00	1,400.00	5,200.00	-800.00	13.33 %
<a href="#">100-400-47002</a>	Transfer from Parkland Dedication	8,500.00	8,500.00	0.00	0.00	-8,500.00	100.00 %
<a href="#">100-400-47003</a>	Transfer from Landscaping Fund	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
<a href="#">100-400-47005</a>	Transfer from HOT Fund	16,500.00	16,500.00	0.00	0.00	-16,500.00	100.00 %
Department: 400 - Parks & Recreation Total:		107,800.00	107,800.00	2,715.00	16,116.00	-91,684.00	85.05%
Department: 402 - Aquatics							
<a href="#">100-402-44003</a>	Aquatic Fees	41,750.00	41,750.00	7,729.00	7,731.40	-34,018.60	81.48 %
<a href="#">100-402-44004</a>	Park Rental Income	21,235.00	21,235.00	21,517.75	21,517.75	282.75	101.33 %
<a href="#">100-402-46012</a>	Reimbursement of Utility Costs	0.00	0.00	-90.00	2,030.00	2,030.00	0.00 %
Department: 402 - Aquatics Total:		62,985.00	62,985.00	29,156.75	31,279.15	-31,705.85	50.34%
Department: 404 - Founders Day							
<a href="#">100-404-45000</a>	FD Craft/Business Booths	7,540.00	7,540.00	-150.00	27,720.00	20,180.00	367.64 %
<a href="#">100-404-45001</a>	FD Food Booths	1,500.00	1,500.00	1,612.50	1,932.50	432.50	128.83 %
<a href="#">100-404-45002</a>	FD BBQ Cooker Registration Fees	5,115.00	5,115.00	0.00	0.00	-5,115.00	100.00 %

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<a href="#">100-404-45003</a>	FD Carnival	15,000.00	15,000.00	20,265.63	20,265.63	5,265.63	135.10 %
<a href="#">100-404-45004</a>	FD Parade Registration Fees	4,675.00	4,675.00	85.00	3,995.00	-680.00	14.55 %
<a href="#">100-404-45005</a>	FD Sponsorships	100,000.00	100,000.00	16,000.00	125,300.00	25,300.00	125.30 %
<a href="#">100-404-45006</a>	FD Parking Fees	500.00	500.00	0.00	0.00	-500.00	100.00 %
<a href="#">100-404-45007</a>	FD Electric Fees	3,000.00	3,000.00	820.00	860.00	-2,140.00	71.33 %
<b>Department: 404 - Founders Day Total:</b>		<b>137,330.00</b>	<b>137,330.00</b>	<b>38,633.13</b>	<b>180,073.13</b>	<b>42,743.13</b>	<b>31.12%</b>
<b>Revenue Total:</b>		<b>12,350,071.54</b>	<b>12,650,071.54</b>	<b>949,277.63</b>	<b>10,733,962.38</b>	<b>-1,916,109.16</b>	<b>15.15%</b>
<b>Expense</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-60000</a>	Salaries	3,936,374.84	3,936,374.84	0.00	0.00	3,936,374.84	100.00 %
<a href="#">100-000-61000</a>	Health Insurance	315,432.63	315,432.63	5,532.77	47,743.87	267,688.76	84.86 %
<a href="#">100-000-61001</a>	Dental Insurance	0.00	0.00	2.11	3.24	-3.24	0.00 %
<a href="#">100-000-61002</a>	Medicare	0.00	0.00	10.85	13.00	-13.00	0.00 %
<a href="#">100-000-61003</a>	Social Security	0.00	0.00	46.37	55.58	-55.58	0.00 %
<a href="#">100-000-61004</a>	Unemployment	0.00	0.00	7.20	7.20	-7.20	0.00 %
<a href="#">100-000-61005</a>	Federal Withholding	309,012.18	309,012.18	0.00	0.00	309,012.18	100.00 %
<a href="#">100-000-61006</a>	TMRS	214,341.87	214,341.87	17.31	26.16	214,315.71	99.99 %
<a href="#">100-000-62009</a>	Human Resources Consultant	38,200.00	38,200.00	0.00	20,669.31	17,530.69	45.89 %
<a href="#">100-000-63004</a>	Dues, Fees & Subscriptions	74,462.85	74,462.85	9,381.08	100,680.50	-26,217.65	-35.21 %
<a href="#">100-000-63005</a>	Training/Continuing Education	100,000.00	100,000.00	6,429.15	42,340.92	57,659.08	57.66 %
<a href="#">100-000-64000</a>	Office Supplies	37,000.00	37,000.00	1,543.56	14,548.52	22,451.48	60.68 %
<a href="#">100-000-64004</a>	Office Furniture and Equipment	10,000.00	10,000.00	2,184.00	2,184.00	7,816.00	78.16 %
<a href="#">100-000-66002</a>	Postage & Shipping	4,500.00	4,500.00	178.36	2,259.35	2,240.65	49.79 %
<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	5,000.00	0.00	0.00 %
<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	62,000.00	62,000.00	0.00	2,700.00	59,300.00	95.65 %
<a href="#">100-000-70003</a>	Other Expenses	10,000.00	10,000.00	0.00	74,199.79	-64,199.79	-642.00 %
<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	575,566.14	575,566.14	0.00	0.00	575,566.14	100.00 %
<a href="#">100-000-90013</a>	Transfer to Vehicle Replacement Fu	115,083.55	115,083.55	0.00	0.00	115,083.55	100.00 %
<a href="#">100-000-90015</a>	Transfer to Farmers Marke	16,542.01	16,542.01	0.00	0.00	16,542.01	100.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>6,328,916.07</b>	<b>6,328,916.07</b>	<b>25,332.76</b>	<b>312,431.44</b>	<b>6,016,484.63</b>	<b>95.06%</b>
<b>Department: 100 - City Council/Boards &amp; Commissions</b>							
<a href="#">100-100-63004</a>	Dues, Fees & Subscriptions	0.00	0.00	195.00	195.00	-195.00	0.00 %
<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>17,000.00</b>	<b>17,000.00</b>	<b>195.00</b>	<b>195.00</b>	<b>16,805.00</b>	<b>98.85%</b>
<b>Department: 101 - City Administrators Office</b>							
<a href="#">100-101-60000</a>	Regular Employees	0.00	0.00	75,995.73	437,303.17	-437,303.17	0.00 %
<a href="#">100-101-60002</a>	Overtime	0.00	0.00	125.24	160.90	-160.90	0.00 %
<a href="#">100-101-61000</a>	Health Insurance	0.00	0.00	3,123.21	17,194.13	-17,194.13	0.00 %
<a href="#">100-101-61001</a>	Dental Insurance	0.00	0.00	202.20	1,213.20	-1,213.20	0.00 %
<a href="#">100-101-61002</a>	Medicare	0.00	0.00	1,056.44	6,059.34	-6,059.34	0.00 %
<a href="#">100-101-61003</a>	Social Security	0.00	0.00	4,517.28	22,662.78	-22,662.78	0.00 %
<a href="#">100-101-61004</a>	Unemployment	0.00	0.00	0.00	864.01	-864.01	0.00 %
<a href="#">100-101-61006</a>	TMRS	0.00	0.00	4,392.21	25,480.94	-25,480.94	0.00 %
<b>Department: 101 - City Administrators Office Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>89,412.31</b>	<b>510,938.47</b>	<b>-510,938.47</b>	<b>0.00%</b>
<b>Department: 102 - City Secretary</b>							
<a href="#">100-102-60000</a>	Regular Employees	0.00	0.00	17,338.52	94,809.57	-94,809.57	0.00 %
<a href="#">100-102-60001</a>	Part-time Employees	0.00	0.00	2,280.00	13,422.00	-13,422.00	0.00 %
<a href="#">100-102-60002</a>	Overtime	0.00	0.00	0.00	414.43	-414.43	0.00 %
<a href="#">100-102-61000</a>	Health Insurance	0.00	0.00	1,537.20	9,215.59	-9,215.59	0.00 %
<a href="#">100-102-61001</a>	Dental Insurance	0.00	0.00	101.10	606.60	-606.60	0.00 %
<a href="#">100-102-61002</a>	Medicare	0.00	0.00	280.74	1,553.01	-1,553.01	0.00 %
<a href="#">100-102-61003</a>	Social Security	0.00	0.00	1,200.38	6,640.37	-6,640.37	0.00 %
<a href="#">100-102-61004</a>	Unemployment	0.00	0.00	36.48	502.75	-502.75	0.00 %

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<a href="#">100-102-61006</a>	TMRS	0.00	0.00	1,000.43	5,548.47	-5,548.47	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	6,461.47	6,461.47	0.00	0.00	6,461.47	100.00 %
<a href="#">100-102-64032</a>	Meeting Supplies	3,120.00	3,120.00	1,050.45	6,067.29	-2,947.29	-94.46 %
<a href="#">100-102-66003</a>	Public Notices	2,600.00	2,600.00	1,326.43	4,858.37	-2,258.37	-86.86 %
<a href="#">100-102-69003</a>	Records Management	720.00	720.00	272.50	1,537.50	-817.50	-113.54 %
Department: 102 - City Secretary Total:		20,901.47	20,901.47	26,424.23	145,175.95	-124,274.48	-594.57%
Department: 103 - Courts							
<a href="#">100-103-62003</a>	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	4,020.00	11,480.00	74.06 %
Department: 103 - Courts Total:		15,500.00	15,500.00	0.00	4,020.00	11,480.00	74.06%
Department: 104 - City Attorney							
<a href="#">100-104-60000</a>	Regular Employees	0.00	0.00	33,006.87	197,656.85	-197,656.85	0.00 %
<a href="#">100-104-61000</a>	Health Insurance	0.00	0.00	1,559.01	9,352.39	-9,352.39	0.00 %
<a href="#">100-104-61001</a>	Dental Insurance	0.00	0.00	101.10	606.60	-606.60	0.00 %
<a href="#">100-104-61002</a>	Medicare	0.00	0.00	471.93	2,826.00	-2,826.00	0.00 %
<a href="#">100-104-61003</a>	Social Security	0.00	0.00	2,017.83	11,954.76	-11,954.76	0.00 %
<a href="#">100-104-61004</a>	Unemployment	0.00	0.00	0.00	288.00	-288.00	0.00 %
<a href="#">100-104-61006</a>	TMRS	0.00	0.00	1,904.49	11,518.74	-11,518.74	0.00 %
<a href="#">100-104-62003</a>	Special Counsel and Consultants	16,000.00	16,000.00	0.00	969.30	15,030.70	93.94 %
<a href="#">100-104-69004</a>	Government Affairs	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">100-104-70001</a>	Mileage	0.00	0.00	357.05	357.05	-357.05	0.00 %
Department: 104 - City Attorney Total:		66,000.00	66,000.00	39,418.28	235,529.69	-169,529.69	-256.86%
Department: 105 - Communications							
<a href="#">100-105-60000</a>	Regular Employees	0.00	0.00	23,328.14	134,997.97	-134,997.97	0.00 %
<a href="#">100-105-61000</a>	Health Insurance	0.00	0.00	1,582.86	9,469.00	-9,469.00	0.00 %
<a href="#">100-105-61001</a>	Dental Insurance	0.00	0.00	101.10	606.60	-606.60	0.00 %
<a href="#">100-105-61002</a>	Medicare	0.00	0.00	336.70	1,948.17	-1,948.17	0.00 %
<a href="#">100-105-61003</a>	Social Security	0.00	0.00	1,439.64	8,329.71	-8,329.71	0.00 %
<a href="#">100-105-61004</a>	Unemployment	0.00	0.00	24.82	312.83	-312.83	0.00 %
<a href="#">100-105-61006</a>	TMRS	0.00	0.00	1,312.00	7,834.39	-7,834.39	0.00 %
<a href="#">100-105-63039</a>	Employee Engagement	20,000.00	20,000.00	4,166.11	13,207.44	6,792.56	33.96 %
<a href="#">100-105-64021</a>	Merchandise	0.00	0.00	-312.00	-312.00	312.00	0.00 %
<a href="#">100-105-66000</a>	Website	7,000.00	7,000.00	0.00	2,812.75	4,187.25	59.82 %
<a href="#">100-105-66005</a>	Public Relations	15,000.00	15,000.00	6,121.35	10,221.14	4,778.86	31.86 %
Department: 105 - Communications Total:		42,000.00	42,000.00	38,100.72	189,428.00	-147,428.00	-351.02%
Department: 106 - IT							
<a href="#">100-106-60000</a>	Regular Employees	0.00	0.00	10,096.14	60,447.05	-60,447.05	0.00 %
<a href="#">100-106-61000</a>	Health Insurance	0.00	0.00	796.11	4,775.46	-4,775.46	0.00 %
<a href="#">100-106-61001</a>	Dental Insurance	0.00	0.00	50.55	303.30	-303.30	0.00 %
<a href="#">100-106-61002</a>	Medicare	0.00	0.00	146.13	874.90	-874.90	0.00 %
<a href="#">100-106-61003</a>	Social Security	0.00	0.00	624.81	3,740.81	-3,740.81	0.00 %
<a href="#">100-106-61004</a>	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
<a href="#">100-106-61006</a>	TMRS	0.00	0.00	582.54	3,522.62	-3,522.62	0.00 %
<a href="#">100-106-64001</a>	Office IT Equipment & Support	117,329.00	117,329.00	12,992.99	80,937.04	36,391.96	31.02 %
<a href="#">100-106-64002</a>	Software	301,251.76	301,251.76	18,216.03	145,898.50	155,353.26	51.57 %
<a href="#">100-106-65000</a>	Network/Phone	85,221.64	85,221.64	7,277.44	57,093.68	28,127.96	33.01 %
Department: 106 - IT Total:		503,802.40	503,802.40	50,782.74	357,737.37	146,065.03	28.99%
Department: 107 - Finance							
<a href="#">100-107-60000</a>	Regular Employees	0.00	0.00	37,180.58	212,919.32	-212,919.32	0.00 %
<a href="#">100-107-60002</a>	Overtime	0.00	0.00	0.00	57.71	-57.71	0.00 %
<a href="#">100-107-61000</a>	Health Insurance	0.00	0.00	3,091.36	17,570.26	-17,570.26	0.00 %
<a href="#">100-107-61001</a>	Dental Insurance	0.00	0.00	201.36	1,144.96	-1,144.96	0.00 %
<a href="#">100-107-61002</a>	Medicare	0.00	0.00	508.51	2,867.58	-2,867.58	0.00 %
<a href="#">100-107-61003</a>	Social Security	0.00	0.00	2,174.18	12,260.92	-12,260.92	0.00 %
<a href="#">100-107-61004</a>	Unemployment	0.00	0.00	0.00	576.01	-576.01	0.00 %
<a href="#">100-107-61006</a>	TMRS	0.00	0.00	2,145.30	12,406.87	-12,406.87	0.00 %
<a href="#">100-107-62001</a>	Financial Services	37,500.00	37,500.00	0.00	45,849.00	-8,349.00	-22.26 %

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<a href="#">100-107-67000</a>	TML Liability Insurance	33,908.00	33,908.00	6,440.75	19,574.25	14,333.75	42.27 %
<a href="#">100-107-67001</a>	TML Property Insurance	67,191.00	67,191.00	19,146.50	67,803.50	-612.50	-0.91 %
<a href="#">100-107-67002</a>	TML Workmen's Comp Insurance	42,497.00	42,497.00	10,624.25	51,197.75	-8,700.75	-20.47 %
<a href="#">100-107-70001</a>	Mileage	0.00	0.00	140.69	290.47	-290.47	0.00 %
<a href="#">100-107-80004</a>	Series 2024	486,041.67	486,041.67	0.00	75,541.66	410,500.01	84.46 %
<a href="#">100-107-80005</a>	Series 2025	865,000.00	865,000.00	0.00	9,500.00	855,500.00	98.90 %
<a href="#">100-107-90003</a>	Transfer to Wastewater Utility Fund	900,000.00	900,000.00	89,783.07	742,009.02	157,990.98	17.55 %
<a href="#">100-107-90004</a>	SPA & ECO D Transfers	259,200.00	259,200.00	16,081.47	128,659.00	130,541.00	50.36 %
<b>Department: 107 - Finance Total:</b>		<b>2,691,337.67</b>	<b>2,691,337.67</b>	<b>187,518.02</b>	<b>1,400,228.28</b>	<b>1,291,109.39</b>	<b>47.97%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-60000</a>	Regular Employees	0.00	0.00	19,081.04	114,845.89	-114,845.89	0.00 %
<a href="#">100-200-60002</a>	Overtime	0.00	0.00	0.00	162.46	-162.46	0.00 %
<a href="#">100-200-61000</a>	Health Insurance	0.00	0.00	1,573.68	9,441.24	-9,441.24	0.00 %
<a href="#">100-200-61001</a>	Dental Insurance	0.00	0.00	101.10	606.60	-606.60	0.00 %
<a href="#">100-200-61002</a>	Medicare	0.00	0.00	266.46	1,606.33	-1,606.33	0.00 %
<a href="#">100-200-61003</a>	Social Security	0.00	0.00	1,139.37	6,868.59	-6,868.59	0.00 %
<a href="#">100-200-61004</a>	Unemployment	0.00	0.00	0.00	287.99	-287.99	0.00 %
<a href="#">100-200-61006</a>	TMRS	0.00	0.00	1,101.00	6,702.88	-6,702.88	0.00 %
<a href="#">100-200-62002</a>	Engineering & Surveying	70,000.00	70,000.00	0.00	22,731.50	47,268.50	67.53 %
<a href="#">100-200-62005</a>	Health Inspector	0.00	0.00	1,150.00	12,650.00	-12,650.00	0.00 %
<a href="#">100-200-62006</a>	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-200-62007</a>	Historic District Consultant	29,500.00	29,500.00	90.00	21,427.80	8,072.20	27.36 %
<a href="#">100-200-62010</a>	Miscellaneous Consultant	30,000.00	30,000.00	0.00	223.65	29,776.35	99.25 %
<b>Department: 200 - Planning &amp; Development Total:</b>		<b>134,500.00</b>	<b>134,500.00</b>	<b>24,502.65</b>	<b>197,554.93</b>	<b>-63,054.93</b>	<b>-46.88%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-60000</a>	Regular Employees	0.00	0.00	63,771.22	385,982.07	-385,982.07	0.00 %
<a href="#">100-201-60002</a>	Overtime	0.00	0.00	768.89	7,674.70	-7,674.70	0.00 %
<a href="#">100-201-61000</a>	Health Insurance	0.00	0.00	6,918.53	41,188.20	-41,188.20	0.00 %
<a href="#">100-201-61001</a>	Dental Insurance	0.00	0.00	454.95	2,711.72	-2,711.72	0.00 %
<a href="#">100-201-61002</a>	Medicare	0.00	0.00	895.78	5,466.14	-5,466.14	0.00 %
<a href="#">100-201-61003</a>	Social Security	0.00	0.00	3,830.18	23,372.44	-23,372.44	0.00 %
<a href="#">100-201-61004</a>	Unemployment	0.00	0.00	0.00	1,615.30	-1,615.30	0.00 %
<a href="#">100-201-61006</a>	TMRS	0.00	0.00	3,723.94	22,930.89	-22,930.89	0.00 %
<a href="#">100-201-62004</a>	Bldg. Inspector	750,000.00	750,000.00	192,985.00	620,120.00	129,880.00	17.32 %
<a href="#">100-201-62008</a>	Lighting Consultant	2,000.00	2,000.00	0.00	577.50	1,422.50	71.13 %
<a href="#">100-201-62014</a>	FireInspector	40,000.00	40,000.00	39,419.82	39,419.82	580.18	1.45 %
<a href="#">100-201-64003</a>	Uniforms	0.00	0.00	205.00	2,999.39	-2,999.39	0.00 %
<b>Department: 201 - Building Total:</b>		<b>792,000.00</b>	<b>792,000.00</b>	<b>312,973.31</b>	<b>1,154,058.17</b>	<b>-362,058.17</b>	<b>-45.71%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">100-300-71001</a>	Transportation Improvement Proje	790,000.00	790,000.00	552.80	32,319.29	757,680.71	95.91 %
<b>Department: 300 - Wastewater Total:</b>		<b>790,000.00</b>	<b>790,000.00</b>	<b>552.80</b>	<b>32,319.29</b>	<b>757,680.71</b>	<b>95.91%</b>
<b>Department: 304 - Maintenance</b>							
<a href="#">100-304-60000</a>	Regular Employees	0.00	0.00	64,879.45	375,566.02	-375,566.02	0.00 %
<a href="#">100-304-60002</a>	Overtime	0.00	0.00	4,585.63	11,208.57	-11,208.57	0.00 %
<a href="#">100-304-60003</a>	On Call Pay	0.00	0.00	1,000.00	7,200.00	-7,200.00	0.00 %
<a href="#">100-304-61000</a>	Health Insurance	0.00	0.00	7,616.22	43,895.56	-43,895.56	0.00 %
<a href="#">100-304-61001</a>	Dental Insurance	0.00	0.00	505.50	2,915.05	-2,915.05	0.00 %
<a href="#">100-304-61002</a>	Medicare	0.00	0.00	1,006.73	5,654.60	-5,654.60	0.00 %
<a href="#">100-304-61003</a>	Social Security	0.00	0.00	4,304.71	24,178.28	-24,178.28	0.00 %
<a href="#">100-304-61004</a>	Unemployment	0.00	0.00	90.98	1,607.29	-1,607.29	0.00 %
<a href="#">100-304-61006</a>	TMRS	0.00	0.00	4,065.82	23,107.15	-23,107.15	0.00 %
<a href="#">100-304-63000</a>	Office Maintenance/Repairs	36,880.00	36,880.00	2,205.56	13,951.95	22,928.05	62.17 %
<a href="#">100-304-63001</a>	Equipment Maintenance	17,750.00	17,750.00	56.40	2,402.83	15,347.17	86.46 %
<a href="#">100-304-63002</a>	Fleet Maintenance	103,675.00	103,675.00	5,630.94	39,962.87	63,712.13	61.45 %
<a href="#">100-304-63008</a>	Stephenson Building & Lawn Maint	2,500.00	2,500.00	96.20	103.17	2,396.83	95.87 %
<a href="#">100-304-63009</a>	Street/ROW Maintenance	215,075.00	215,075.00	5,737.33	25,528.88	189,546.12	88.13 %
<a href="#">100-304-63023</a>	General Maintenance	0.00	0.00	0.00	515.78	-515.78	0.00 %



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		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<a href="#">100-304-64003</a>	Uniforms	17,500.00	17,500.00	564.53	3,298.48	14,201.52	81.15 %
<a href="#">100-304-64006</a>	Fleet Acquisition	50,000.00	50,000.00	0.00	44,763.69	5,236.31	10.47 %
<a href="#">100-304-64008</a>	Fuel	0.00	0.00	112.68	326.64	-326.64	0.00 %
<a href="#">100-304-64009</a>	Maintenance Equipment	115,500.00	115,500.00	24,359.98	26,147.85	89,352.15	77.36 %
<a href="#">100-304-64010</a>	Maintenance Supplies	6,500.00	6,500.00	436.83	2,532.48	3,967.52	61.04 %
<a href="#">100-304-65001</a>	Street Electricity	20,000.00	20,000.00	1,884.91	11,068.10	8,931.90	44.66 %
<a href="#">100-304-65002</a>	City Streets Water	4,000.00	4,000.00	282.76	2,087.43	1,912.57	47.81 %
<a href="#">100-304-65003</a>	Office Electricity	8,000.00	8,000.00	1,411.43	7,334.19	665.81	8.32 %
<a href="#">100-304-65004</a>	Office Water	750.00	750.00	202.40	1,612.58	-862.58	-115.01 %
<a href="#">100-304-65005</a>	Stephenson Bldg Electric	1,500.00	1,500.00	76.59	459.79	1,040.21	69.35 %
<a href="#">100-304-65006</a>	Stephenson Water	800.00	800.00	64.74	488.59	311.41	38.93 %
<a href="#">100-304-65009</a>	Triangle Electric	0.00	0.00	38.25	267.75	-267.75	0.00 %
<a href="#">100-304-65015</a>	Downtown Restroom Electric	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-304-65021</a>	Downtown Restroom Water	2,000.00	2,000.00	95.63	183.57	1,816.43	90.82 %
<a href="#">100-304-69001</a>	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-304-69006</a>	Stephenson Bldg Improvements	0.00	0.00	0.00	25,936.35	-25,936.35	0.00 %
<a href="#">100-304-69010</a>	Downtown Bathroom	0.00	360,000.00	54,904.12	375,622.72	-15,622.72	-4.34 %
<a href="#">100-304-71002</a>	Street Improvements	0.00	439,269.14	0.00	773,157.42	-333,888.28	-76.01 %
<a href="#">100-304-71003</a>	City Hall Improvements	1,100,000.00	1,100,000.00	216,337.50	891,928.06	208,071.94	18.92 %
<b>Department: 304 - Maintenance Total:</b>		<b>1,706,430.00</b>	<b>2,505,699.14</b>	<b>402,553.82</b>	<b>2,745,013.69</b>	<b>-239,314.55</b>	<b>-9.55 %</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-60000</a>	Regular Employees	0.00	0.00	64,411.45	365,680.07	-365,680.07	0.00 %
<a href="#">100-400-60001</a>	Part-time Employees	16,840.00	16,840.00	0.00	0.00	16,840.00	100.00 %
<a href="#">100-400-60002</a>	Overtime	0.00	0.00	622.89	2,303.43	-2,303.43	0.00 %
<a href="#">100-400-60003</a>	On Call Pay	0.00	0.00	600.00	3,800.00	-3,800.00	0.00 %
<a href="#">100-400-60005</a>	Camp Staff	0.00	0.00	4,474.58	33,028.73	-33,028.73	0.00 %
<a href="#">100-400-60006</a>	Camp Staff OT	0.00	0.00	0.00	6.61	-6.61	0.00 %
<a href="#">100-400-61000</a>	Health Insurance	0.00	0.00	3,172.79	16,539.82	-16,539.82	0.00 %
<a href="#">100-400-61001</a>	Dental Insurance	0.00	0.00	201.60	1,299.92	-1,299.92	0.00 %
<a href="#">100-400-61002</a>	Medicare	0.00	0.00	1,003.45	5,798.12	-5,798.12	0.00 %
<a href="#">100-400-61003</a>	Social Security	0.00	0.00	4,290.69	24,792.48	-24,792.48	0.00 %
<a href="#">100-400-61004</a>	Unemployment	0.00	0.00	111.71	1,920.49	-1,920.49	0.00 %
<a href="#">100-400-61006</a>	TMRS	0.00	0.00	3,787.11	20,402.86	-20,402.86	0.00 %
<a href="#">100-400-62011</a>	Park Consultant	0.00	0.00	0.00	1,245.00	-1,245.00	0.00 %
<a href="#">100-400-63004</a>	Dues, Fees & Subscriptions	2,725.00	2,725.00	0.00	1,550.00	1,175.00	43.12 %
<a href="#">100-400-63010</a>	Sports & Rec Park Lawn Mainten	0.00	0.00	1,200.00	5,010.00	-5,010.00	0.00 %
<a href="#">100-400-63011</a>	Founders Park Lawn Maintenance	0.00	0.00	1,110.00	2,240.00	-2,240.00	0.00 %
<a href="#">100-400-63012</a>	Charro Ranch Landscaping	0.00	0.00	620.00	1,605.00	-1,605.00	0.00 %
<a href="#">100-400-63013</a>	General Parks Maintenance	25,000.00	25,000.00	3,172.67	12,794.65	12,205.35	48.82 %
<a href="#">100-400-63015</a>	Founders Park/Pool Maintenance	26,000.00	26,000.00	0.00	324.45	25,675.55	98.75 %
<a href="#">100-400-63016</a>	Sports & Rec Park Maintenance	43,500.00	43,500.00	0.00	6,900.90	36,599.10	84.14 %
<a href="#">100-400-63017</a>	Charro Ranch Park Maintenance	26,150.00	26,150.00	0.00	0.00	26,150.00	100.00 %
<a href="#">100-400-63018</a>	Triangle/Veterans Park Maintenananc	5,700.00	5,700.00	0.00	0.00	5,700.00	100.00 %
<a href="#">100-400-63036</a>	Skate Park Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">100-400-64003</a>	Uniforms	0.00	0.00	0.00	254.37	-254.37	0.00 %
<a href="#">100-400-64005</a>	Equipment Rental	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-400-64011</a>	Park Supplies	19,600.00	19,600.00	325.22	4,438.14	15,161.86	77.36 %
<a href="#">100-400-64012</a>	Charro Ranch Supplies	1,050.00	1,050.00	0.00	415.97	634.03	60.38 %
<a href="#">100-400-64013</a>	Founders Park/Pool Supplies	0.00	0.00	314.69	725.03	-725.03	0.00 %
<a href="#">100-400-64014</a>	Sports & Rec Park Supplies	400.00	400.00	0.00	358.11	41.89	10.47 %
<a href="#">100-400-64015</a>	Park Program & Event Supplies	10,950.00	10,950.00	511.78	1,031.89	9,918.11	90.58 %
<a href="#">100-400-64033</a>	Rathgeber Supplies	1,504.00	1,504.00	0.00	120.00	1,384.00	92.02 %
<a href="#">100-400-65000</a>	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %
<a href="#">100-400-65007</a>	Portable Toilets	10,000.00	10,000.00	625.00	4,430.00	5,570.00	55.70 %
<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	500.00	500.00	35.18	281.44	218.56	43.71 %
<a href="#">100-400-65011</a>	Sports & Rec Park Water	13,000.00	13,000.00	389.17	14,769.18	-1,769.18	-13.61 %
<a href="#">100-400-65012</a>	Sports & Rec Park Electricity	2,500.00	2,500.00	1,193.80	-2,275.82	4,775.82	191.03 %



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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-400-65014</a>	Founders Park/Pool Electricty	0.00	0.00	673.35	4,022.84	-4,022.84	0.00 %
<a href="#">100-400-66001</a>	Advertising	15,500.00	15,500.00	224.00	4,468.83	11,031.17	71.17 %
<a href="#">100-400-70003</a>	Other Expenses	6,500.00	6,500.00	260.00	2,793.64	3,706.36	57.02 %
<a href="#">100-400-70007</a>	Sponsored Events	0.00	0.00	0.00	1,695.98	-1,695.98	0.00 %
<a href="#">100-400-71004</a>	All Parks Improvements	247,000.00	247,000.00	23,799.60	140,824.24	106,175.76	42.99 %
<a href="#">100-400-71005</a>	Founders Park/Pool Improvmts	175,000.00	155,000.00	0.00	1,355.00	153,645.00	99.13 %
<a href="#">100-400-71006</a>	Sports & Rec Park Improvements	70,000.00	90,000.00	0.00	59,953.27	30,046.73	33.39 %
<a href="#">100-400-71009</a>	Triangle Improvements	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-400-71010</a>	Rathgeber Improvements	0.00	0.00	0.00	6,479.73	-6,479.73	0.00 %
<a href="#">100-400-71012</a>	Skate Park Improvements	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>765,987.00</b>	<b>765,987.00</b>	<b>117,130.73</b>	<b>753,384.37</b>	<b>12,602.63</b>	<b>1.65%</b>
<b>Department: 401 - DSRP</b>							
<a href="#">100-401-60000</a>	Regular Employees	293,829.00	293,829.00	44,322.14	286,185.60	7,643.40	2.60 %
<a href="#">100-401-60002</a>	Overtime	0.00	0.00	480.32	2,598.98	-2,598.98	0.00 %
<a href="#">100-401-60003</a>	On Call Pay	0.00	0.00	600.00	3,400.00	-3,400.00	0.00 %
<a href="#">100-401-61000</a>	Health Insurance	35,267.45	35,267.45	4,612.10	29,675.88	5,591.57	15.85 %
<a href="#">100-401-61001</a>	Dental Insurance	0.00	0.00	302.63	1,950.86	-1,950.86	0.00 %
<a href="#">100-401-61002</a>	Medicare	0.00	0.00	647.43	4,113.86	-4,113.86	0.00 %
<a href="#">100-401-61003</a>	Social Security	0.00	0.00	2,768.46	17,591.13	-17,591.13	0.00 %
<a href="#">100-401-61004</a>	Unemployment	0.00	0.00	1.04	1,072.19	-1,072.19	0.00 %
<a href="#">100-401-61005</a>	Federal Withholding	17,049.43	17,049.43	0.00	0.00	17,049.43	100.00 %
<a href="#">100-401-61006</a>	TMRS	23,737.92	23,737.92	2,615.94	16,919.16	6,818.76	28.73 %
<a href="#">100-401-63023</a>	General Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
<b>Department: 401 - DSRP Total:</b>		<b>386,883.80</b>	<b>386,883.80</b>	<b>56,350.06</b>	<b>363,507.66</b>	<b>23,376.14</b>	<b>6.04%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-60000</a>	Regular Employees	0.00	0.00	6,924.01	41,549.47	-41,549.47	0.00 %
<a href="#">100-402-60007</a>	Aquatic Staff	126,813.64	126,813.64	0.00	3,265.45	123,548.19	97.43 %
<a href="#">100-402-61000</a>	Health Insurance	0.00	0.00	765.66	3,082.86	-3,082.86	0.00 %
<a href="#">100-402-61001</a>	Dental Insurance	0.00	0.00	50.55	202.20	-202.20	0.00 %
<a href="#">100-402-61002</a>	Medicare	0.00	0.00	100.14	647.26	-647.26	0.00 %
<a href="#">100-402-61003</a>	Social Security	0.00	0.00	428.16	2,767.42	-2,767.42	0.00 %
<a href="#">100-402-61004</a>	Unemployment	0.00	0.00	33.22	338.99	-338.99	0.00 %
<a href="#">100-402-61006</a>	TMRS	0.00	0.00	399.51	2,433.41	-2,433.41	0.00 %
<a href="#">100-402-63015</a>	Founders Park/Pool Maintenance	21,000.00	21,000.00	1,350.00	17,090.05	3,909.95	18.62 %
<a href="#">100-402-64013</a>	Pool Supplies	26,200.00	26,200.00	135.00	184.95	26,015.05	99.29 %
<a href="#">100-402-65000</a>	Network/Phone	2,500.00	2,500.00	170.89	1,367.00	1,133.00	45.32 %
<a href="#">100-402-65013</a>	FMP Pool/Pavilion Water	5,300.00	5,300.00	183.08	2,765.46	2,534.54	47.82 %
<a href="#">100-402-65014</a>	FMP Pool/Pavilion Electric	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
<a href="#">100-402-65019</a>	Propane/Natural Gas	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-402-71011</a>	Founders Pool Improvements	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<b>Department: 402 - Aquatics Total:</b>		<b>206,313.64</b>	<b>206,313.64</b>	<b>10,540.22</b>	<b>75,694.52</b>	<b>130,619.12</b>	<b>63.31%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-63019</a>	FD Clean Up	18,500.00	18,500.00	1,252.43	16,812.84	1,687.16	9.12 %
<a href="#">100-404-63038</a>	FD Transportation	10,500.00	10,500.00	591.18	9,321.18	1,178.82	11.23 %
<a href="#">100-404-64016</a>	FD Event Supplies	1,000.00	1,000.00	3,590.83	3,817.78	-2,817.78	-281.78 %
<a href="#">100-404-64017</a>	FD Event Tent, Table, & Chairs	7,000.00	7,000.00	0.00	11,631.00	-4,631.00	-66.16 %
<a href="#">100-404-64018</a>	FD Barricades	21,500.00	21,500.00	0.00	9,590.00	11,910.00	55.40 %
<a href="#">100-404-65007</a>	Portable Toilets	10,000.00	10,000.00	0.00	10,310.00	-310.00	-3.10 %
<a href="#">100-404-65016</a>	FD Electricity	2,225.00	2,225.00	0.00	141.12	2,083.88	93.66 %
<a href="#">100-404-66008</a>	FD Parade	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-404-66009</a>	FD Publicity	1,400.00	1,400.00	124.40	1,929.76	-529.76	-37.84 %
<a href="#">100-404-66010</a>	Events, Entertainment & Activities	25,000.00	25,000.00	170.26	23,640.26	1,359.74	5.44 %
<a href="#">100-404-66012</a>	FD Sponsorship	3,500.00	3,500.00	3,428.41	7,319.36	-3,819.36	-109.12 %
<a href="#">100-404-68005</a>	FD Security	38,000.00	38,000.00	1,900.00	26,441.90	11,558.10	30.42 %
<a href="#">100-404-68006</a>	FD Health, Safety & Lighting	17,500.00	17,500.00	13.77	26,418.00	-8,918.00	-50.96 %
<b>Department: 404 - Founders Day Total:</b>		<b>156,625.00</b>	<b>156,625.00</b>	<b>11,071.28</b>	<b>147,373.20</b>	<b>9,251.80</b>	<b>5.91%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 500 - Emergency Management</b>							
<a href="#">100-500-60000</a>	Regular Employees	0.00	0.00	9,658.16	58,466.72	-58,466.72	0.00 %
<a href="#">100-500-61000</a>	Health Insurance	0.00	0.00	27.12	162.21	-162.21	0.00 %
<a href="#">100-500-61001</a>	Dental Insurance	0.00	0.00	50.55	303.30	-303.30	0.00 %
<a href="#">100-500-61002</a>	Medicare	0.00	0.00	138.90	840.91	-840.91	0.00 %
<a href="#">100-500-61003</a>	Social Security	0.00	0.00	593.88	3,595.39	-3,595.39	0.00 %
<a href="#">100-500-61004</a>	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
<a href="#">100-500-61006</a>	TMRS	0.00	0.00	557.28	3,407.67	-3,407.67	0.00 %
<a href="#">100-500-64003</a>	Uniforms	0.00	0.00	0.00	241.20	-241.20	0.00 %
<a href="#">100-500-68000</a>	Emergency Management Equip	67,500.00	67,500.00	2,547.65	53,867.92	13,632.08	20.20 %
<a href="#">100-500-68001</a>	Emergency Fire & Safety	611.00	611.00	1,057.01	3,768.56	-3,157.56	-516.79 %
<a href="#">100-500-68002</a>	Emergency Management PR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">100-500-68003</a>	Emergency Equipment Maint	12,299.00	12,299.00	0.00	1,748.57	10,550.43	85.78 %
<b>Department: 500 - Emergency Management Total:</b>		<b>83,410.00</b>	<b>83,410.00</b>	<b>14,630.55</b>	<b>126,546.45</b>	<b>-43,136.45</b>	<b>-51.72%</b>
<b>Expense Total:</b>		<b>14,707,607.05</b>	<b>15,506,876.19</b>	<b>1,407,489.48</b>	<b>8,751,136.48</b>	<b>6,755,739.71</b>	<b>43.57%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>		<b>-2,357,535.51</b>	<b>-2,856,804.65</b>	<b>-458,211.85</b>	<b>1,982,825.90</b>	<b>4,839,630.55</b>	<b>169.41%</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	8,000.00	8,000.00	0.00	8,525.00	525.00	106.56 %
<a href="#">200-401-43010</a>	Stall Rental Fees	40,000.00	40,000.00	0.00	19,388.81	-20,611.19	51.53 %
<a href="#">200-401-43011</a>	RV Site Rental Fees	21,000.00	21,000.00	7,310.00	14,915.00	-6,085.00	28.98 %
<a href="#">200-401-43012</a>	Facility Rental Fees	125,000.00	125,000.00	1,180.00	85,559.25	-39,440.75	31.55 %
<a href="#">200-401-43013</a>	Equipment Rental Fees	8,000.00	8,000.00	4,800.00	11,113.90	3,113.90	138.92 %
<a href="#">200-401-43014</a>	Staff & Miscellaneous Fees	4,000.00	4,000.00	0.00	3,312.21	-687.79	17.19 %
<a href="#">200-401-43015</a>	Cleaning Fees	25,000.00	25,000.00	0.00	17,041.71	-7,958.29	31.83 %
<a href="#">200-401-44000</a>	Sponsorships & Donations	52,275.00	52,275.00	0.00	305.00	-51,970.00	99.42 %
<a href="#">200-401-44005</a>	Coyote Camp	137,100.00	137,100.00	0.00	19,307.60	-117,792.40	85.92 %
<a href="#">200-401-44006</a>	Riding Series	35,000.00	35,000.00	0.00	20,398.52	-14,601.48	41.72 %
<a href="#">200-401-44007</a>	Miscellaneous Events	12,000.00	12,000.00	25,960.00	49,922.17	37,922.17	416.02 %
<a href="#">200-401-44008</a>	Program Fees	53,000.00	53,000.00	0.00	21,285.00	-31,715.00	59.84 %
<a href="#">200-401-44009</a>	Ice Rink	229,169.00	229,169.00	0.00	152,816.06	-76,352.94	33.32 %
<a href="#">200-401-44012</a>	Rink Merchandise	500.00	500.00	0.00	506.16	6.16	101.23 %
<a href="#">200-401-46001</a>	Other Revenues	500.00	500.00	0.00	302.30	-197.70	39.54 %
<a href="#">200-401-46002</a>	Interest	4,500.00	4,500.00	785.04	4,342.72	-157.28	3.50 %
<a href="#">200-401-46006</a>	Merchandise Sales	22,065.20	22,065.20	0.00	15,846.99	-6,218.21	28.18 %
<a href="#">200-401-46015</a>	Concessions	0.00	0.00	0.00	-458.61	-458.61	0.00 %
<a href="#">200-401-47005</a>	Transfer from HOT Fund	330,000.00	330,000.00	0.00	165,000.00	-165,000.00	50.00 %
<b>Department: 401 - DSRP Total:</b>		<b>1,107,109.20</b>	<b>1,107,109.20</b>	<b>40,035.04</b>	<b>609,429.79</b>	<b>-497,679.41</b>	<b>44.95%</b>
<b>Revenue Total:</b>		<b>1,107,109.20</b>	<b>1,107,109.20</b>	<b>40,035.04</b>	<b>609,429.79</b>	<b>-497,679.41</b>	<b>44.95%</b>
<b>Expense</b>							
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">200-400-63035</a>	Ranch House Maintenance	5,000.00	5,000.00	360.00	2,700.00	2,300.00	46.00 %
<a href="#">200-400-64024</a>	Ranch House Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>6,000.00</b>	<b>6,000.00</b>	<b>360.00</b>	<b>2,700.00</b>	<b>3,300.00</b>	<b>55.00%</b>
<b>Department: 401 - DSRP</b>							
<a href="#">200-401-60005</a>	Camp Staff	154,246.48	154,246.48	0.00	0.00	154,246.48	100.00 %
<a href="#">200-401-63000</a>	Building/Office Maintenance	0.00	0.00	12,310.62	54,015.16	-54,015.16	0.00 %
<a href="#">200-401-63001</a>	Equipment Maintenance	25,000.00	25,000.00	1,434.61	8,477.32	16,522.68	66.09 %
<a href="#">200-401-63002</a>	Fleet Maintenance	3,000.00	3,000.00	0.00	938.86	2,061.14	68.70 %
<a href="#">200-401-63003</a>	Lawn Maintenance	0.00	0.00	0.00	1,440.00	-1,440.00	0.00 %
<a href="#">200-401-63004</a>	Dues, Fees & Subscriptions	5,127.50	5,127.50	122.04	4,655.10	472.40	9.21 %
<a href="#">200-401-63005</a>	Training/Continuing Education	0.00	0.00	0.00	1,573.23	-1,573.23	0.00 %
<a href="#">200-401-63023</a>	General Maintenance	170,730.00	170,730.00	3,085.00	14,637.59	156,092.41	91.43 %
<a href="#">200-401-63024</a>	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	2,665.65	1,334.35	33.36 %
<a href="#">200-401-63028</a>	Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">200-401-64000</a>	Office Supplies	10,000.00	10,000.00	0.00	581.25	9,418.75	94.19 %
<a href="#">200-401-64001</a>	IT Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">200-401-64003</a>	Uniforms	1,000.00	1,000.00	0.00	629.29	370.71	37.07 %
<a href="#">200-401-64005</a>	Equipment Rental	3,000.00	3,000.00	0.00	2,040.20	959.80	31.99 %
<a href="#">200-401-64008</a>	Fuel	0.00	0.00	1,812.46	3,030.65	-3,030.65	0.00 %
<a href="#">200-401-64010</a>	Maintenance Supplies	0.00	0.00	0.00	266.39	-266.39	0.00 %
<a href="#">200-401-64021</a>	Merchandise	17,065.20	17,065.20	0.00	6,265.50	10,799.70	63.28 %
<a href="#">200-401-64023</a>	Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">200-401-64026</a>	Sponsorship Expenses	2,100.00	2,100.00	0.00	188.17	1,911.83	91.04 %
<a href="#">200-401-64027</a>	Coyote Camp	12,000.00	12,000.00	145.44	1,638.93	10,361.07	86.34 %
<a href="#">200-401-64028</a>	Riding Series	28,000.00	28,000.00	4,803.80	28,971.88	-971.88	-3.47 %
<a href="#">200-401-64029</a>	Miscellaneous Events	700.00	700.00	2,295.03	27,573.35	-26,873.35	-3,839.05 %
<a href="#">200-401-64030</a>	Programing	8,000.00	8,000.00	0.00	19,689.27	-11,689.27	-146.12 %
<a href="#">200-401-64031</a>	Concert Series	229,169.00	0.00	0.00	57,292.25	-57,292.25	0.00 %
<a href="#">200-401-64038</a>	Ice Rink	0.00	229,169.00	0.00	135,623.32	93,545.68	40.82 %
<a href="#">200-401-65000</a>	Network/Phone	9,414.00	9,414.00	1,156.15	9,893.83	-479.83	-5.10 %
<a href="#">200-401-65005</a>	Water	7,000.00	7,000.00	1,532.91	12,105.31	-5,105.31	-72.93 %
<a href="#">200-401-65007</a>	Portable Toilets	960.00	960.00	80.00	560.00	400.00	41.67 %
<a href="#">200-401-65008</a>	Alarm	13,317.24	13,317.24	0.00	979.97	12,337.27	92.64 %
<a href="#">200-401-65017</a>	Electricity	60,000.00	60,000.00	6,265.94	49,248.24	10,751.76	17.92 %
<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	236.28	5,178.54	-2,678.54	-107.14 %
<a href="#">200-401-66001</a>	Advertising	15,000.00	15,000.00	21.03	67.54	14,932.46	99.55 %
<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	30,000.00	30,000.00	0.00	17,095.41	12,904.59	43.02 %
<a href="#">200-401-70003</a>	Other Expenses	10,000.00	10,000.00	0.00	17,003.37	-7,003.37	-70.03 %
<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	0.00	0.00	7,900.00	100.00 %
<a href="#">200-401-70013</a>	DSRP Sales Tax	0.00	0.00	203.98	1,712.41	-1,712.41	0.00 %
<a href="#">200-401-71008</a>	DSRP Improvements	320,000.00	320,000.00	0.00	1,925.00	318,075.00	99.40 %
<a href="#">200-401-90013</a>	Transfer to Vehicle Replacement Fu	31,906.08	31,906.08	0.00	0.00	31,906.08	100.00 %
<b>Department: 401 - DSRP Total:</b>		<b>1,215,585.50</b>	<b>1,215,585.50</b>	<b>35,505.29</b>	<b>487,962.98</b>	<b>727,622.52</b>	<b>59.86%</b>
<b>Expense Total:</b>		<b>1,221,585.50</b>	<b>1,221,585.50</b>	<b>35,865.29</b>	<b>490,662.98</b>	<b>730,922.52</b>	<b>59.83%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>		<b>-114,476.30</b>	<b>-114,476.30</b>	<b>4,169.75</b>	<b>118,766.81</b>	<b>233,243.11</b>	<b>203.75%</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	6,951.80	367,035.41	367,035.41	0.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>6,951.80</b>	<b>367,035.41</b>	<b>367,035.41</b>	<b>0.00%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">400-300-41000</a>	Solid Waste	0.00	0.00	0.00	-20,258.61	-20,258.61	0.00 %
<a href="#">400-300-43018</a>	Wastewater Service Fees	1,672,883.25	1,672,883.25	84,020.89	1,181,184.94	-491,698.31	29.39 %
<a href="#">400-300-43020</a>	Late Fees	9,000.00	9,000.00	0.00	6,440.80	-2,559.20	28.44 %
<a href="#">400-300-43021</a>	Delayed Connection Fees	5,000.00	5,000.00	1,150.00	11,650.00	6,650.00	233.00 %
<a href="#">400-300-43024</a>	Over Use Fees	0.00	0.00	0.00	79,077.63	79,077.63	0.00 %
<a href="#">400-300-43025</a>	Reuse Fees	0.00	0.00	4,184.11	14,781.41	14,781.41	0.00 %
<a href="#">400-300-43047</a>	Temporary Wastewater Service - Ca	0.00	0.00	3,156.42	13,911.31	13,911.31	0.00 %
<a href="#">400-300-43048</a>	Reclaimed Water Use Fee	0.00	0.00	0.00	123.50	123.50	0.00 %
<a href="#">400-300-46001</a>	Other Revenues	0.00	0.00	0.00	741,480.20	741,480.20	0.00 %
<a href="#">400-300-47009</a>	Sales Tax	0.00	0.00	0.00	317,486.80	317,486.80	0.00 %
<b>Department: 300 - Wastewater Total:</b>		<b>1,686,883.25</b>	<b>1,686,883.25</b>	<b>92,511.42</b>	<b>2,345,877.98</b>	<b>658,994.73</b>	<b>39.07%</b>
<b>Department: 301 - Water</b>							
<a href="#">400-301-43020</a>	Late Fees	0.00	0.00	4.84	4,982.98	4,982.98	0.00 %
<a href="#">400-301-43038</a>	Meter Set Fees	3,000.00	3,000.00	500.00	3,250.00	250.00	108.33 %
<a href="#">400-301-43040</a>	Water Base Rate	40,000.00	40,000.00	12,384.72	90,203.95	50,203.95	225.51 %
<a href="#">400-301-43041</a>	Water Usage	200,000.00	200,000.00	39,143.61	231,263.52	31,263.52	115.63 %
<a href="#">400-301-43043</a>	Equipment Fee	8,000.00	8,000.00	1,252.00	18,448.00	10,448.00	230.60 %

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		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
<a href="#">400-301-43044</a>	Inspection Fees	1,000.00	1,000.00	200.00	2,800.00	1,800.00	280.00 %
Department: 301 - Water Total:		252,000.00	252,000.00	53,485.17	350,948.45	98,948.45	39.27%
Department: 320 - Development/Capital							
<a href="#">400-320-41001</a>	PEC	130,000.00	130,000.00	54,878.35	173,634.63	43,634.63	133.57 %
<a href="#">400-320-41002</a>	ROW Fees	3,500.00	3,500.00	154.75	2,714.08	-785.92	22.45 %
<a href="#">400-320-41003</a>	Cable Franchise Fee	130,000.00	130,000.00	55,612.18	126,048.01	-3,951.99	3.04 %
<a href="#">400-320-41004</a>	Texas Gas Franchise Fee	4,250.00	4,250.00	0.00	5,057.52	807.52	119.00 %
<a href="#">400-320-43024</a>	Overuse Fees	221,841.43	221,841.43	0.00	0.00	-221,841.43	100.00 %
<a href="#">400-320-46001</a>	Other Revenues	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
<a href="#">400-320-46002</a>	Interest	180,000.00	180,000.00	17,343.82	151,963.68	-28,036.32	15.58 %
<a href="#">400-320-47009</a>	Sales Tax	900,000.00	900,000.00	89,783.07	424,522.22	-475,477.78	52.83 %
Department: 320 - Development/Capital Total:		1,649,591.43	1,649,591.43	217,772.17	883,940.14	-765,651.29	46.41%
Department: 330 - TWDB Project							
<a href="#">400-330-47008</a>	Transfer from TWDB	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00 %
Department: 330 - TWDB Project Total:		21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00%
Revenue Total:		24,593,474.68	24,593,474.68	370,720.56	3,947,801.98	-20,645,672.70	83.95%
Expense							
Department: 300 - Wastewater							
<a href="#">400-300-62002</a>	Engineering and Surveying	0.00	0.00	0.00	142,911.75	-142,911.75	0.00 %
<a href="#">400-300-62019</a>	Planning and Permitting	0.00	0.00	0.00	3,217.76	-3,217.76	0.00 %
<a href="#">400-300-63004</a>	Dues, Fees & Subscriptions	0.00	0.00	1,523.15	2,196.18	-2,196.18	0.00 %
<a href="#">400-300-63025</a>	Wastewater Treatment Plant Maint	108,100.00	108,100.00	0.00	41,623.27	66,476.73	61.50 %
<a href="#">400-300-63026</a>	Routine Operations	95,700.00	95,700.00	4,792.75	38,550.23	57,149.77	59.72 %
<a href="#">400-300-63027</a>	Operations Non Routine	94,400.00	94,400.00	204.67	18,195.65	76,204.35	80.72 %
<a href="#">400-300-63028</a>	Lift Station Maintenance	81,000.00	81,000.00	4,479.10	20,169.89	60,830.11	75.10 %
<a href="#">400-300-63029</a>	Sanitary Sewer Line Maintenance	80,000.00	80,000.00	2,560.75	5,432.23	74,567.77	93.21 %
<a href="#">400-300-63030</a>	Drip Field Maintenance	41,000.00	41,000.00	0.00	12,183.30	28,816.70	70.28 %
<a href="#">400-300-63031</a>	Sludge Hauling	165,000.00	165,000.00	19,587.48	140,160.37	24,839.63	15.05 %
<a href="#">400-300-63034</a>	Utility Operations	0.00	0.00	0.00	57,946.50	-57,946.50	0.00 %
<a href="#">400-300-64003</a>	Uniforms	0.00	0.00	0.00	1,808.50	-1,808.50	0.00 %
<a href="#">400-300-64008</a>	Fuel	0.00	0.00	0.00	83.54	-83.54	0.00 %
<a href="#">400-300-64010</a>	Supplies	0.00	0.00	0.00	90.57	-90.57	0.00 %
<a href="#">400-300-64022</a>	Chemicals	16,500.00	16,500.00	606.07	6,695.89	9,804.11	59.42 %
<a href="#">400-300-65000</a>	Network/Phone	0.00	0.00	722.79	5,782.32	-5,782.32	0.00 %
<a href="#">400-300-65017</a>	Electric	88,000.00	88,000.00	6,593.71	46,688.27	41,311.73	46.95 %
<a href="#">400-300-66005</a>	Public Relations	0.00	0.00	0.00	1,625.00	-1,625.00	0.00 %
<a href="#">400-300-70003</a>	Other Expenses	0.00	0.00	0.00	19,099.97	-19,099.97	0.00 %
<a href="#">400-300-72002</a>	TWDB - Engineering and Design	0.00	0.00	0.00	98,141.98	-98,141.98	0.00 %
<a href="#">400-300-72003</a>	TWDB - Special Counsel and Consul	0.00	0.00	18,462.33	21,288.58	-21,288.58	0.00 %
<a href="#">400-300-72005</a>	TWDB - Land Acquisition	0.00	0.00	0.00	174,453.00	-174,453.00	0.00 %
<a href="#">400-300-90013</a>	Transfer to Vehicle Replacement Fu	50,545.02	50,545.02	0.00	0.00	50,545.02	100.00 %
Department: 300 - Wastewater Total:		820,245.02	820,245.02	59,532.80	858,344.75	-38,099.73	-4.64%
Department: 301 - Water							
<a href="#">400-301-63026</a>	Routine Operations	27,500.00	27,500.00	679.32	20,200.62	7,299.38	26.54 %
<a href="#">400-301-63027</a>	Operations Non Routine	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">400-301-63032</a>	Water Line Maintenance & Repair	25,000.00	25,000.00	0.00	416.83	24,583.17	98.33 %
<a href="#">400-301-64040</a>	Water Meters	60,000.00	60,000.00	0.00	51,373.02	8,626.98	14.38 %
<a href="#">400-301-65022</a>	Wholesale Water	0.00	0.00	99,665.13	99,665.13	-99,665.13	0.00 %
Department: 301 - Water Total:		127,500.00	127,500.00	100,344.45	171,655.60	-44,155.60	-34.63%
Department: 310 - Utility Operations							
<a href="#">400-310-60000</a>	Regular Employees	711,493.20	711,493.20	70,112.36	390,563.50	320,929.70	45.11 %
<a href="#">400-310-60002</a>	Overtime	48,672.00	48,672.00	3,765.39	18,492.90	30,179.10	62.01 %
<a href="#">400-310-60003</a>	On Call Pay	26,000.00	26,000.00	3,000.00	16,150.00	9,850.00	37.88 %
<a href="#">400-310-61000</a>	Health Insurance	70,133.37	70,133.37	7,164.31	41,383.24	28,750.13	40.99 %
<a href="#">400-310-61001</a>	Dental Insurance	0.00	0.00	471.80	2,729.70	-2,729.70	0.00 %
<a href="#">400-310-61002</a>	Medicare	0.00	0.00	1,079.66	6,018.34	-6,018.34	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-310-61004</a>	Unemployment	0.00	0.00	201.77	1,605.82	-1,605.82	0.00 %
<a href="#">400-310-61005</a>	Federal Withholding	53,169.15	53,169.15	0.00	0.00	53,169.15	100.00 %
<a href="#">400-310-61006</a>	TMRS	40,977.10	40,977.10	4,435.86	24,772.53	16,204.57	39.55 %
<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	55,000.00	55,000.00	3,687.50	26,482.11	28,517.89	51.85 %
<a href="#">400-310-62020</a>	Lab Testing	45,000.00	45,000.00	0.00	20,387.03	24,612.97	54.70 %
<a href="#">400-310-63001</a>	Equipment Maintenance	11,000.00	11,000.00	72.70	453.83	10,546.17	95.87 %
<a href="#">400-310-63002</a>	Fleet Maintenance	14,000.00	14,000.00	1,697.82	2,919.79	11,080.21	79.14 %
<a href="#">400-310-63005</a>	Training/Continuing Education	20,000.00	20,000.00	823.74	6,082.52	13,917.48	69.59 %
<a href="#">400-310-63034</a>	Utility Operations	69,000.00	69,000.00	0.00	35,200.57	33,799.43	48.98 %
<a href="#">400-310-63041</a>	SCADA	50,000.00	59,450.00	0.00	59,450.00	0.00	0.00 %
<a href="#">400-310-64001</a>	IT Equipment & Support	5,000.00	5,000.00	0.00	396.00	4,604.00	92.08 %
<a href="#">400-310-64002</a>	Software	7,000.00	7,000.00	5,167.50	19,011.06	-12,011.06	-171.59 %
<a href="#">400-310-64003</a>	Uniforms	11,000.00	11,000.00	505.00	500.09	10,499.91	95.45 %
<a href="#">400-310-64006</a>	Fleet Acquisition	50,000.00	50,000.00	0.00	42,217.00	7,783.00	15.57 %
<a href="#">400-310-64008</a>	Fuel	22,000.00	22,000.00	57.79	702.11	21,297.89	96.81 %
<a href="#">400-310-64010</a>	Supplies	59,500.00	59,500.00	1,655.13	13,446.34	46,053.66	77.40 %
<a href="#">400-310-64023</a>	Equipment	320,000.00	320,000.00	0.00	0.00	320,000.00	100.00 %
<a href="#">400-310-65000</a>	Network/Phone	18,000.00	18,000.00	141.42	1,334.29	16,665.71	92.59 %
<a href="#">400-310-66002</a>	Postage & Shipping	0.00	0.00	0.00	2,666.80	-2,666.80	0.00 %
<b>Department: 310 - Utility Operations Total:</b>		<b>1,716,944.82</b>	<b>1,726,394.82</b>	<b>104,039.75</b>	<b>732,965.57</b>	<b>993,429.25</b>	<b>57.54%</b>
<b>Department: 311 - Arrowhead Wastewater Plant</b>							
<a href="#">400-311-63025</a>	Arrowhead - Wastwater Treatment	21,250.00	21,250.00	0.00	7,338.30	13,911.70	65.47 %
<a href="#">400-311-63026</a>	Arrowhead - Routine Operations	26,000.00	26,000.00	140.40	8,818.77	17,181.23	66.08 %
<a href="#">400-311-63027</a>	Arrowhead - Non-Routine Operatio	24,000.00	24,000.00	353.96	11,080.17	12,919.83	53.83 %
<a href="#">400-311-63028</a>	Arrowhead - Lift Station Maintenanc	11,000.00	11,000.00	0.00	5,182.87	5,817.13	52.88 %
<a href="#">400-311-63030</a>	Arrowhead - Drip Field Maintenanc	52,000.00	52,000.00	0.00	1,548.21	50,451.79	97.02 %
<a href="#">400-311-63031</a>	Arrowhead - Sludge Hauling	50,000.00	50,000.00	2,604.68	13,955.58	36,044.42	72.09 %
<a href="#">400-311-64022</a>	Arrowhead - Chemicals	14,300.00	14,300.00	896.70	8,185.10	6,114.90	42.76 %
<a href="#">400-311-65017</a>	Arrowhead - Electricity	22,000.00	22,000.00	2,644.58	21,299.47	700.53	3.18 %
<a href="#">400-311-71000</a>	Arrowhead - Capital Projects	0.00	0.00	0.00	17,529.54	-17,529.54	0.00 %
<a href="#">400-311-71013</a>	Arrowhead Plant Lease	286,560.00	286,560.00	23,880.00	206,350.00	80,210.00	27.99 %
<b>Department: 311 - Arrowhead Wastewater Plant Total:</b>		<b>507,110.00</b>	<b>507,110.00</b>	<b>30,520.32</b>	<b>301,288.01</b>	<b>205,821.99</b>	<b>40.59%</b>
<b>Department: 312 - Big Sky Wastewater Plant</b>							
<a href="#">400-312-63025</a>	Big Sky - Wastewater Treatment Pla	8,700.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">400-312-63026</a>	Big Sky - Routine Operations	23,250.00	19,000.00	56.50	56.50	18,943.50	99.70 %
<a href="#">400-312-63027</a>	Big Sky - Non-Routine Operations	21,450.00	17,000.00	0.00	0.00	17,000.00	100.00 %
<a href="#">400-312-63028</a>	Big Sky - Lift Station Maintenance	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
<a href="#">400-312-63030</a>	Big Sky - Drip Field Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
<a href="#">400-312-63031</a>	Big Sky - Sludge Hauling	39,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
<a href="#">400-312-64022</a>	Big Sky - Chemicals	13,000.00	900.00	570.00	570.00	330.00	36.67 %
<a href="#">400-312-65017</a>	Big Sky - Electricity	20,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<b>Department: 312 - Big Sky Wastewater Plant Total:</b>		<b>139,400.00</b>	<b>100,900.00</b>	<b>626.50</b>	<b>626.50</b>	<b>100,273.50</b>	<b>99.38%</b>
<b>Department: 320 - Development/Capital</b>							
<a href="#">400-320-62002</a>	Engineering and Surveying	762,500.00	762,500.00	0.00	0.00	762,500.00	100.00 %
<a href="#">400-320-62019</a>	Planning & Permitting	0.00	100,000.00	0.00	0.00	100,000.00	100.00 %
<a href="#">400-320-71000</a>	Capital Projects	2,600,000.00	2,783,000.00	498,769.08	498,769.08	2,284,230.92	82.08 %
<b>Department: 320 - Development/Capital Total:</b>		<b>3,362,500.00</b>	<b>3,645,500.00</b>	<b>498,769.08</b>	<b>498,769.08</b>	<b>3,146,730.92</b>	<b>86.32%</b>
<b>Department: 330 - TWDB Project</b>							
<a href="#">400-330-72001</a>	TWDB Capital Projects	20,500,000.00	20,500,000.00	0.00	0.00	20,500,000.00	100.00 %
<a href="#">400-330-72002</a>	TWDB Engineering and Surveying	405,000.00	405,000.00	0.00	93,351.26	311,648.74	76.95 %
<a href="#">400-330-72004</a>	TWDB - Consultants and Legal	100,000.00	100,000.00	0.00	440.80	99,559.20	99.56 %

[400-330-72006](#)

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Village Grove - East Interceptor	0.00	0.00	0.00	14,941.30	-14,941.30	0.00 %
Department: 330 - TWDB Project Total:	21,005,000.00	21,005,000.00	0.00	108,733.36	20,896,266.64	99.48%
Expense Total:	27,678,699.84	27,932,649.84	793,832.90	2,672,382.87	25,260,266.97	90.43%
Fund: 400 - Utilities Surplus (Deficit):	-3,085,225.16	-3,339,175.16	-423,112.34	1,275,419.11	4,614,594.27	138.20%
Report Surplus (Deficit):	-5,557,236.97	-6,310,456.11	-877,154.44	3,377,011.82	9,687,467.93	153.51%

## 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	9,656,856.54	9,956,856.54	734,357.35	8,882,234.67	-1,074,621.87	10.79%
105 - Communications	0.00	0.00	0.00	-239.83	-239.83	0.00%
200 - Planning & Development	835,100.00	835,100.00	3,965.85	428,459.35	-406,640.65	48.69%
201 - Building	1,550,000.00	1,550,000.00	140,449.55	1,196,039.91	-353,960.09	22.84%
400 - Parks & Recreation	107,800.00	107,800.00	2,715.00	16,116.00	-91,684.00	85.05%
402 - Aquatics	62,985.00	62,985.00	29,156.75	31,279.15	-31,705.85	50.34%
404 - Founders Day	137,330.00	137,330.00	38,633.13	180,073.13	42,743.13	31.12%
<b>Revenue Total:</b>	<b>12,350,071.54</b>	<b>12,650,071.54</b>	<b>949,277.63</b>	<b>10,733,962.38</b>	<b>-1,916,109.16</b>	<b>15.15%</b>
<b>Expense</b>						
000 - Undesignated	6,328,916.07	6,328,916.07	25,332.76	312,431.44	6,016,484.63	95.06%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	195.00	195.00	16,805.00	98.85%
101 - City Administrators Office	0.00	0.00	89,412.31	510,938.47	-510,938.47	0.00%
102 - City Secretary	20,901.47	20,901.47	26,424.23	145,175.95	-124,274.48	-594.57%
103 - Courts	15,500.00	15,500.00	0.00	4,020.00	11,480.00	74.06%
104 - City Attorney	66,000.00	66,000.00	39,418.28	235,529.69	-169,529.69	-256.86%
105 - Communications	42,000.00	42,000.00	38,100.72	189,428.00	-147,428.00	-351.02%
106 - IT	503,802.40	503,802.40	50,782.74	357,737.37	146,065.03	28.99%
107 - Finance	2,691,337.67	2,691,337.67	187,518.02	1,400,228.28	1,291,109.39	47.97%
200 - Planning & Development	134,500.00	134,500.00	24,502.65	197,554.93	-63,054.93	-46.88%
201 - Building	792,000.00	792,000.00	312,973.31	1,154,058.17	-362,058.17	-45.71%
300 - Wastewater	790,000.00	790,000.00	552.80	32,319.29	757,680.71	95.91%
304 - Maintenance	1,706,430.00	2,505,699.14	402,553.82	2,745,013.69	-239,314.55	-9.55%
400 - Parks & Recreation	765,987.00	765,987.00	117,130.73	753,384.37	12,602.63	1.65%
401 - DSRP	386,883.80	386,883.80	56,350.06	363,507.66	23,376.14	6.04%
402 - Aquatics	206,313.64	206,313.64	10,540.22	75,694.52	130,619.12	63.31%
404 - Founders Day	156,625.00	156,625.00	11,071.28	147,373.20	9,251.80	5.91%
500 - Emergency Management	83,410.00	83,410.00	14,630.55	126,546.45	-43,136.45	-51.72%
<b>Expense Total:</b>	<b>14,707,607.05</b>	<b>15,506,876.19</b>	<b>1,407,489.48</b>	<b>8,751,136.48</b>	<b>6,755,739.71</b>	<b>43.57%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>-2,357,535.51</b>	<b>-2,856,804.65</b>	<b>-458,211.85</b>	<b>1,982,825.90</b>	<b>4,839,630.55</b>	<b>169.41%</b>
<b>Fund: 200 - Dripping Springs Ranch Park</b>						
<b>Revenue</b>						
401 - DSRP	1,107,109.20	1,107,109.20	40,035.04	609,429.79	-497,679.41	44.95%
<b>Revenue Total:</b>	<b>1,107,109.20</b>	<b>1,107,109.20</b>	<b>40,035.04</b>	<b>609,429.79</b>	<b>-497,679.41</b>	<b>44.95%</b>
<b>Expense</b>						
400 - Parks & Recreation	6,000.00	6,000.00	360.00	2,700.00	3,300.00	55.00%
401 - DSRP	1,215,585.50	1,215,585.50	35,505.29	487,962.98	727,622.52	59.86%
<b>Expense Total:</b>	<b>1,221,585.50</b>	<b>1,221,585.50</b>	<b>35,865.29</b>	<b>490,662.98</b>	<b>730,922.52</b>	<b>59.83%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>-114,476.30</b>	<b>-114,476.30</b>	<b>4,169.75</b>	<b>118,766.81</b>	<b>233,243.11</b>	<b>203.75%</b>
<b>Fund: 400 - Utilities</b>						
<b>Revenue</b>						
000 - Undesignated	0.00	0.00	6,951.80	367,035.41	367,035.41	0.00%
300 - Wastewater	1,686,883.25	1,686,883.25	92,511.42	2,345,877.98	658,994.73	39.07%
301 - Water	252,000.00	252,000.00	53,485.17	350,948.45	98,948.45	39.27%
320 - Development/Capital	1,649,591.43	1,649,591.43	217,772.17	883,940.14	-765,651.29	46.41%
330 - TWDB Project	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00%
<b>Revenue Total:</b>	<b>24,593,474.68</b>	<b>24,593,474.68</b>	<b>370,720.56</b>	<b>3,947,801.98</b>	<b>-20,645,672.70</b>	<b>83.95%</b>
<b>Expense</b>						
300 - Wastewater	820,245.02	820,245.02	59,532.80	858,344.75	-38,099.73	-4.64%
301 - Water	127,500.00	127,500.00	100,344.45	171,655.60	-44,155.60	-34.63%
310 - Utility Operations	1,716,944.82	1,726,394.82	104,039.75	732,965.57	993,429.25	57.54%
311 - Arrowhead Wastewater Plant	507,110.00	507,110.00	30,520.32	301,288.01	205,821.99	40.59%
312 - Big Sky Wastewater Plant	139,400.00	100,900.00	626.50	626.50	100,273.50	99.38%

Budget Report

For Fiscal: FY 2024-2025 Period Ending

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
320 - Development/Capital	3,362,500.00	3,645,500.00	498,769.08	498,769.08	3,146,730.92	86.32%
330 - TWDB Project	21,005,000.00	21,005,000.00	0.00	108,733.36	20,896,266.64	99.48%
Expense Total:	27,678,699.84	27,932,649.84	793,832.90	2,672,382.87	25,260,266.97	90.43%
Fund: 400 - Utilities Surplus (Deficit):	-3,085,225.16	-3,339,175.16	-423,112.34	1,275,419.11	4,614,594.27	138.20%
Report Surplus (Deficit):	-5,557,236.97	-6,310,456.11	-877,154.44	3,377,011.82	9,687,467.93	153.51%



Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,357,535.51	-2,856,804.65	-458,211.85	1,982,825.90	4,839,630.55
200 - Dripping Springs Ranch Park	-114,476.30	-114,476.30	4,169.75	118,766.81	233,243.11
400 - Utilities	-3,085,225.16	-3,339,175.16	-423,112.34	1,275,419.11	4,614,594.27
Report Surplus (Deficit):	-5,557,236.97	-6,310,456.11	-877,154.44	3,377,011.82	9,687,467.93



**To: Mayor Bill Foulds Jr. & City Council**  
**From: Tory Carpenter, AICP – Planning Director**  
**Date: June 17, 2025**  
**RE: Resolution of Support for Sawyer Ranch Road Shared Use Path Project**

## I. Overview

Hays County requests City Council approval of a resolution of support for the Sawyer Ranch Road Shared Use Path project. The resolution request is associated with the County's grant application to the Texas Department of Transportation (TxDOT) for the 2025 Transportation Alternatives Program (TA). If awarded, this grant would help fund construction of a pedestrian and bicycle connection on the east side of Sawyer Ranch Road, from Meadow Creek Drive to Darden Hill Road.

## II. Background

The Sawyer Ranch Road Shared Use Path Extension is a proposed 1.3-mile, 10-foot-wide concrete path with ADA-compliant design features including retaining walls, handrails, and driveway regrading. The project will provide a continuous non-motorized route connecting existing shared use facilities and area schools, including Cypress Springs Elementary and Sycamore Springs Middle School.

This corridor lacks safe pedestrian and bicycle infrastructure. This project aligns with goals in the City's Transportation Master Plan and broader regional mobility efforts.



## III. Key Project Details

- **Location:** East side of Sawyer Ranch Road (CR 164) between Meadow Creek Drive and Darden Hill Road (CR 162).
- **Scope:** Construction of 1.3-mile shared use path, curb and drainage improvements, handrails, ADA upgrades.
- **Design:** Conceptual design is complete; project will be fully engineered following grant award.
- **Cost Estimate:** \$3.6 million total project cost
  - \$2,889,600 requested from TxDOT
  - \$722,400 committed local match from Hays County (20%)
- **Construction Timeline:** Anticipated completion by September 2026, contingent on award.
- **City Financial Impact:** No monetary contribution or maintenance obligation is requested from the City of Dripping Springs.

## CITY OF DRIPPING SPRINGS

### RESOLUTION No. 2025-XXX

A RESOLUTION OF SUPPORT BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”) FOR THE GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CREATION OF PEDESTRIAN AND CYCLIST TRAIL CONNECTIONS FROM MEADOW CREEK DRIVE TO DARDEN HILL ROAD AND SURROUNDING AREAS.

**WHEREAS**, the City of Dripping Springs is aware of the lack of pedestrian/cyclist trails or sidewalks on Sawyer Ranch Road from Meadow Creek Drive to Darden Hill Road (AREA); and

**WHEREAS**, in order to make the Area safe for pedestrians and cyclists, including all DSISD students, ADA (Americans with Disabilities) students, significant work must be done to create ADA pathway walkways; and

**WHEREAS**, funding from the 2025 TxDOT Transportation Alternative Program would afford the construction of several needed improvements within the Area that will tie to the existing Shared Use Path at Meadow Creek Drive and extend south to the Roundabout at Darden Hill Road. The extension of the Sawyer Ranch Road Shared Use Path will assist in providing safer access to the area’s existing and planned school facilities on Sawyer Ranch Road and south of Darden Hill Road. It will be a critical non-motorized element in the transportation network serving the existing and future developments in this rapidly growing part of Hays County; and

**WHEREAS**, with the constant flow of commercial vehicles and cars, it is extremely dangerous for students to traverse the Area without a safe route; and

**WHEREAS**, the City Council believes funding under the 2025 TxDOT Transportation Alternatives Program for the improvement and enhancement of a shared pathway in the Area would provide safety for the City’s students and patrons alike.

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

1. The Dripping Springs City Council supports the safe travel of all students and patrons of the City.
2. The Dripping Springs City Council supports submission of the application for funding under the 2025 TxDOT Transportation Alternatives Program to create a shared pedestrian/cyclist pathway of various parts on the east side of Sawyer Ranch Road from Meadow Creek Drive to Darden Hill Road, and surrounding area.
3. The meeting at which this Resolution was passed was open to the public, and that the 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.

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

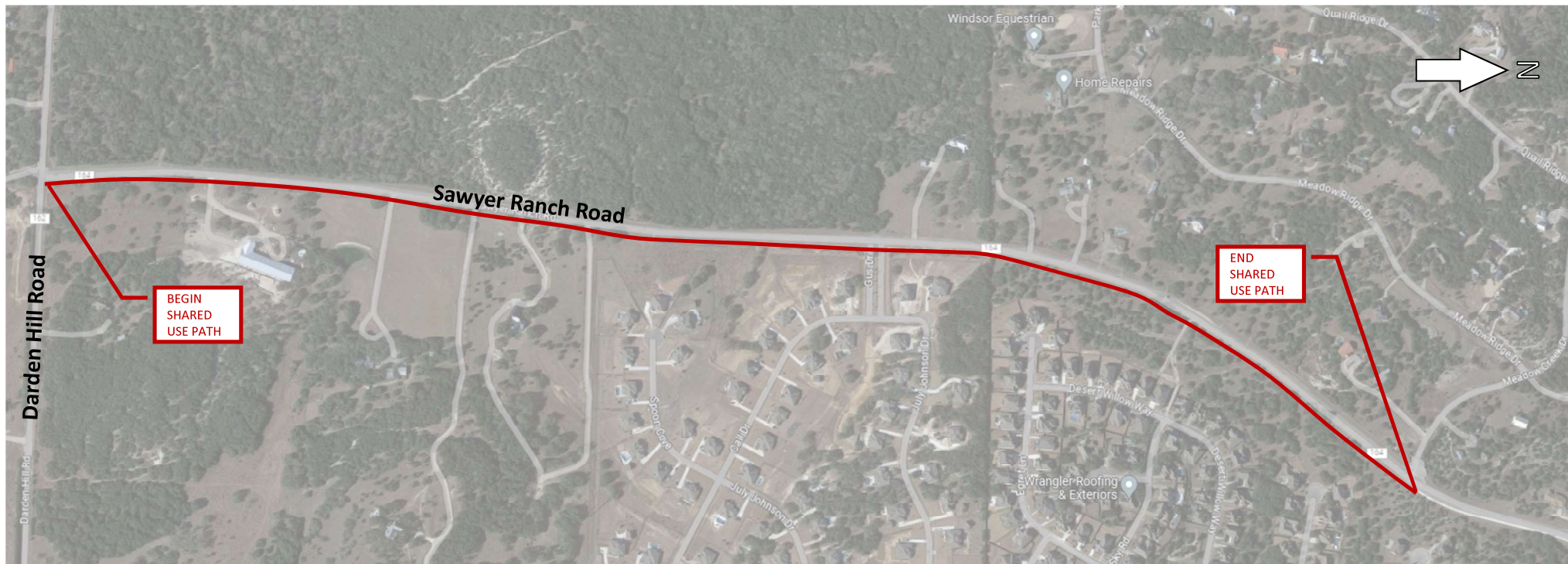
**ATTEST:**

---

Diana Boone, City Secretary

# Attachment A

## Project Location Information



Google Map link: <https://www.google.com/maps/d/edit?mid=10trynPc8t478RcdyhdbxSVttskHdrao&usp=sharing>

The Hays County Sawyer Ranch Road Shared Use Path Extension (Project) is located in Dripping Springs, Hays County, Texas. The proposed Project is the next phase in completing the shared-use path system between Cypress Springs Elementary School and Sycamore Springs Middle School. The proposed Project constructs a 1.3 mile shared use path along Sawyer Ranch Road (CR 164) from Darden Hill Road (CR 162) to Meadow Creek Drive. The north end of the Project connects to an existing shared use path on the east side of Sawyer Ranch Road. In the future, the south end of the Project would connect to a Roundabout.

The proposed Project constructs a 10' concrete shared use path with slotted curb, retaining block walls, and handrails to promote the safety of vehicle and multimodal travel. Multiple driveways and a side street along the Shared Use Path will be upgraded to meet Americans with Disabilities Act (ADA) guidelines, providing adjacent property improvements to the driveways. Hays County is committing \$722,400.00 of local dollars (20% match of total estimated project costs) and requesting \$2,889,600.00 from TxDOT's program. The proposed Project is anticipated to be complete with TxDOT's partnership by September 2026.

# Attachment B

## Project Details



B- Project Details



0 400 800  
SCALE: 1" = 800'

MATCH LINE



**VOLKERT**

F-12679



**HAYS COUNTY**

SAWYER RANCH ROAD  
PEDESTRIAN/BIKE  
IMPROVEMENTS

FROM DARDEN HILL  
TO MEADOW CREEK

SHEET 2 OF 3

DATE: 5/23/2023 3:05:38 PM  
FILE: Darden Hill - Extension.dgn

B- Project Details



0 400 800  
SCALE: 1" = 800'



**VOLKERT**

F-12679



**HAYS COUNTY**

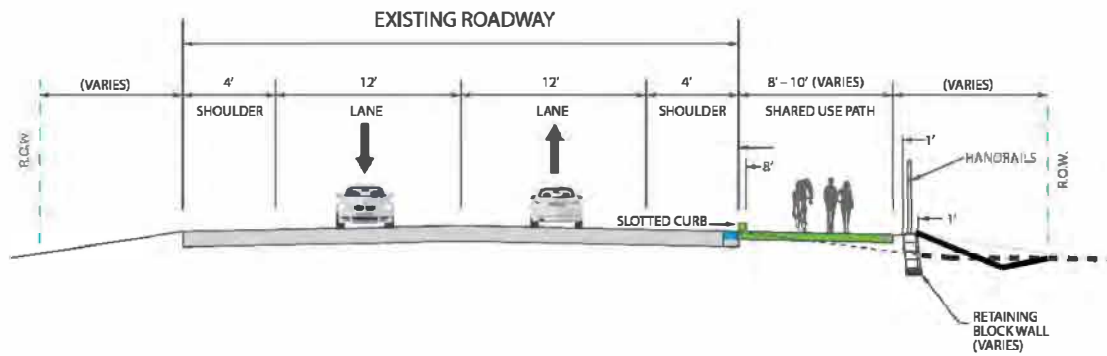
SAWYER RANCH ROAD  
PEDESTRIAN /BIKE  
IMPROVEMENTS

FROM DARDEN HILL  
TO MEADOW CREEK

SHEET 1 OF 3

DATE: 5/23/2023 3:04:56 PM  
FILE: Darden Hill - Extension.dgn

## B- Project Details



**VOLKERT**

F-12679

**HAYS COUNTY**

SAWYER RANCH ROAD  
PEDESTRIAN/BIKE  
IMPROVEMENTS

FROM DARDEN HILL  
TO MEADOW CREEK

SHEET 3 OF 3

DATE: 5/25/2023 11:29:19 AM  
FILE: Darden Hill Extension.dgn



## B- Project Details



Photo 1: South end of existing Shared Use Path at Meadow Creek Drive.



Photo 2: Typical layout of existing Shared Use Path near north end of proposed Shared Use Path extension along Sawyer Ranch Road.



Photo 3: Front slope at existing driveway culvert north of Open Sky Road.



Photo 4: Typical front slope along Sawyer Ranch Road south of existing Shared Use Path.



## B- Project Details



Photo 5: Existing drop inlet proximity to Shared Use Path extension north of Gus Drive; location of proposed pedestrian rail.



Photo 6: Existing pipe end treatment proximity to Shared Use Path extension Gus Drive.



Photo 7: Existing mailbox in path of Shared Use Path extension north of Gus Drive.



Photo #8: Overall view of condition at Gus Drive/entrance to Estates of Sawyer Ranch subdivision.

## B- Project Details



Photo 9: Shared Use Path extension marked out across Gus Drive/entrance to Estates of Sawyer Ranch.



Photo 10: Width of Shared Use Path marked out on existing drainage structure south of Gus Drive.

# Attachment C

## Safety Hazards and Countermeasures



## C- Safety Hazards and Countermeasures

Figure C-1



Photo 1: Front slope at existing driveway culvert north of Open Sky Road; driveway will be regraded to be compliant with ADA guidelines.



Photo 2: Existing drop inlet proximity to Shared Use Path extension north of Gus Drive; pedestrian rail to be installed.



## C- Safety Hazards and Countermeasures

Figure C-1



Photo 3: Underdeveloped driveway rise north of Gus Drive; driveway will be graded to be compliant with ADA guidelines.



Photo 4: Side street profile likely does not comply with ADA guidelines cross slope in cross walk location; side street will be regraded to be compliant with ADA guidelines.

## C- Safety Hazards and Countermeasures

Figure C-1

### Safety Hazards

Safety hazards on along the Sawyer Ranch Road Shared Use Path Extension (Project) can be efficiently addressed in engineering design with countermeasures. As shown on Figure C-1 (preceding pages), primarily two types of safety hazards have been identified along the proposed Project corridor. Firstly, there are multiple driveways and a side street that are not in conformance with the current Americans with Disabilities Act (ADA) guidelines. The proposed Project would regrade the driveways and side street in conformance with the current ADA guidelines. Secondly, the existing drop inlets are impediments and safety hazards to pedestrians using the Sawyer Ranch Road corridor. The proposed Project would install pedestrian handrail and retaining block walls to protect pedestrians and cyclists from drop inlets. The sites and proposed safety countermeasures are illustrated on Figure C-2.

## C- Safety Hazards and Countermeasures

Figure C-2





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

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**Submitted By:** Keenan Smith, TIRZ Project Manager and Michelle Fischer, City Administrator

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**Council Meeting Date:** June 17, 2025

**Agenda Item Wording:** **Discuss and consider approval of the Issuance of the Request for Bids Package for the Stephenson Building Rehabilitation and Downtown Parking Lot Improvement Project**

**Agenda Item Requestor:** Mayor Bill Foulds, Jr.

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**Summary/Background:** The bid package for the Stephenson Building Rehabilitation and Downtown Parking Lot is ready for issuance. The two projects were combined into one bid package so that building, parking and site work will be coordinated under one Contractor, and not contracted separately, thus saving costs and avoiding conflicts.

The FY 2025 Budget line items for the Stephenson Building Project and Downtown Parking Lot Project did not include funds for the construction costs. The estimated total combined construction cost for Stephenson Building plus the Parking Lot, including two Add Alternates (Parking Lot Power and Rambo Lodge Supplemental Paving) is \$4,733,163 (including VE changes, but not adjusted to include escalation, inflation, or current market fluctuations).

The Certificates of Obligation which will fund the combined project have been issued and the funds have been received. Deputy City Administrator Shawn Cox will present a budget amendment to City Council for this project before a construction contract is approved.

**Commission Recommendations:** The Historic Preservation Commission and TIRZ Board continue to be supportive of the project, and a focused Stakeholder Meeting convened on 8/29/24 indicated broad support for the project, emphasizing its Historic Preservation goals, its catalyzing effect as an important civic facility investment in Downtown Dripping Springs, and its potential revitalizing effect on the Mercer Street and Old Fitzhugh Road Historic Districts.

**Recommended Council Actions:** Approve the issuance of the Request for Bids and authorize staff to advertise the Request for Bid Proposals for the combined project, conduct

the bidding process, evaluate bids received, and recommend a contract award to City Council at a later date.

**Attachments:** Draft Bid Package; Cost Estimate Summary.

**Next Steps/Schedule:** Issue Bid Package.  
Upcoming: Approve the appropriation of funds for the project in the FY 2025 Budget.

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## NOTICE TO RESPONDENTS

Competitive sealed proposals will be received by the **City of Dripping Springs**, at its office at **511 Mercer St, City Hall Building, Dripping Springs, Texas**, until **2:00 p.m. on Thursday, July 17, 2025**. Proposals will be evaluated and scored based on selection criteria by the City's evaluation committee. Proposals will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the "Project" titled **Stephenson School Building & Parking Improvements** and shall include acknowledgement of any addenda submitted, and all other documents included in said call for proposals. No proposals may be withdrawn after receipt by the City. Any proposals received after the scheduled deadline will be returned unopened. Said proposal shall be marked;

### "STEPHENSON SCHOOL BUILDING & PARKING IMPROVEMENTS"

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

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

*Stephenson School Building & Parking Improvements Project generally includes:* rehabilitation of an historic building (4,020 square feet), an addition of 1,881 square feet, 8,490 square feet of site improvements, and 41,160 of parking improvements.

Plans, Specifications, and Instructions to Respondents may be obtained via email at [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com) and via download at the City of Dripping Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **June 25, 2025**.

The City reserves the right to reject any and all proposals and any nonconforming proposal and to award the Contract in a period of time not exceeding **60 days** from the proposal due date. Proposals shall remain firm for that period.

The successful Respondent must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

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

An **Optional Pre-Proposal conference** with prospective proposers will be held on **Wednesday, July 2, 2025, at 1:00 p.m.** at the building, 311 Old Fitzhugh Rd., Dripping Springs, Texas.

## INSTRUCTIONS TO RESPONDENTS

1. NONRESPONSIVE PROPOSALS: PROPOSALS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
  - *Sign Proposal*
  - *Include Proposal Bond:* All cost proposals shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum proposal price, payable without recourse to City, or a bond in the same amount from a reliable surety company, as a guarantee that the respondent will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Proposal guarantees must be submitted in the same sealed envelope with the cost proposal. Proposals submitted without check or bonds will not be considered.
  - *List Unit Price* for each item
  - *List Total Amount of Cost Proposal*
  - *Include Non-Collusion Statement:* Each respondent shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the cost proposal certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive proposals in connection with the submitted proposal. Failure to submit the executed statement as part of the proposal documents will make the proposal nonresponsive and not eligible for award consideration.
  - *Include References:* The City REQUIRES respondent to supply with this Proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Respondents forms within this proposal package.
2. ALL INFORMATION REQUIRED BY THE COST PROPOSAL FORM MUST BE FURNISHED OR THE PROPOSAL WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL PROPOSALS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE PROPOSAL). PROPOSALS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL PROPOSALS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Friday, July 11, 2025**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com) and Written requests from interested firms and written responses by the City will be provided to all Applicants.



5. Prior to submitting any proposal, respondents are required to read the plans, specifications, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent proposal.
6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the respondent. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Respondents.
7. Only proposals and proposal guaranties actually in the hands of the designated official at the time set in this Notice to Respondents shall be considered. Proposals submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the proposals, the City reserves the right to consider the most favorable analysis thereof, or to reject the proposal. Unreasonable (or unbalanced) prices submitted in a proposal may result in rejection of such proposal or other proposals.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All proposal securities will be returned to the respective respondents within twenty-five (25) days after proposals are opened, except those which the City elects to hold until the successful respondent has executed the contract. Thereafter, all remaining securities, including security of the successful respondent, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies

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

12. Contract Times and Liquidated Damages – Respondents must agree to commence work on or before a date to be specified in a written “Notice to Proceed” of the City, and to fully complete the project within the specified time stated in the proposal. Respondents must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening through the completion of the project. Proposals which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best proposal.
14. The City reserves the right to award the contract on the basis of the respondent’s qualifications, cost proposal, and any combination of alternative cost proposal items which appears most advantageous to the City, to reject any or all proposals, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all proposals are rejected, City agrees to give Notice of Award of contract to the successful respondent within **sixty (60) days** from the date of the proposal opening or for such longer period of time that the Respondent may agree to in writing upon request of Owner.
15. Respondents for the construction work must submit a satisfactory cashier’s or certified check, or proposal bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total cost proposal which check or bond shall be submitted as a guarantee that the respondent will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Proposals without the required check or bond will NOT be considered.
16. The successful respondent for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such respondent as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful respondent will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best’s Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

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

17. Respondents are expected to inspect the site of the work and to inform themselves regarding all local conditions.
18. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.
19. Basis of Award - The City shall not be obligated to accept the lowest priced proposal but shall make an award to the Respondent that provides the “Best Value” to the City. “Best Value” shall be determined using the evaluation criteria outlined below. The proposals will be evaluated and scored by the City’s evaluation committee. The intent of the selection process is to review submitted proposals and make an award based upon qualifications and best value as described herein. Should the respondent deemed best value and fail to negotiate and execute an acceptable contract with the City, the City may move to the next highest scoring respondent. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be evaluated are:
  - I. Qualifications and Similar Project Experience, Including References (20 Points)
  - II. Experience with installation of masonry restoration & cleaning, wood & door restoration, plaster restoration, & permeable pavers. (20 Points)
  - III. Timeline and previously demonstrated ability to stay on schedule (15 Points)
  - IV. Fees/ Pricing (40 Points)
  - V. Value Engineering (5 Points)
20. Best Final Offer (BFO) - Clarification discussions, at the City’s sole option, may be conducted with Respondents who submit Solicitation Responses determined to be acceptable and competitive. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submissions and prior to award solely for the purpose of obtaining BFOs. In conducting discussions, the City shall not disclose any information derived from the Solicitation Responses submitted by competing Respondents. The City evaluation committee shall score BFO responses in a manner consistent with the scoring of original solicitation responses. The criteria to be re-evaluated following a BFO shall depend on the type of clarification requested by the Committee from Respondent. Scores for any of the applicable selection criteria included in the Committee’s request for BFO shall be replaced by the BFO scores.

Project: **STEPHENSON SCHOOL BUILDING & PARKING IMPROVEMENTS**

THIS PROPOSAL IS SUBMITTED TO:

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

FROM: \_\_\_\_\_  
Contractor

1. The undersigned RESPONDENT proposes and agrees, if this Cost Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Cost Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. RESPONDENT agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **sixty (60) calendar days** thereafter. RESPONDENT further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. RESPONDENT accepts all of the terms and conditions of the Advertisement, Notice to Respondents and Instructions to Respondents, including without limitation those dealing with the deposition of Proposal Security. This Cost Proposal will remain subject to acceptance for **60 calendar days** after the day of Proposal opening. RESPONDENT will sign and submit the Agreement with the Bonds and other documents required by the Proposal Requirements within **10 calendar days** after the date of CITY's Notice of Award.
4. In submitting Cost Proposal, RESPONDENT represents, as more fully set forth in the Agreement, that:

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

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

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

- D. RESPONDENT has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as RESPONDENT considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by RESPONDENT for such purposes.
  - E. RESPONDENT has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by RESPONDENT, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
  - F. RESPONDENT has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - G. RESPONDENT has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to RESPONDENT.
  - H. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; RESPONDENT has not directly or indirectly induced or solicited any other RESPONDENT to submit a false or sham Proposal; RESPONDENT has not solicited or induced any person, firm, or corporation to refrain from proposing; and RESPONDENT has not sought by collusion to obtain for itself any advantage over any other RESPONDENT or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Proposal:
- A. Required Proposal Security in the form of a Proposal Bond, Cashier's Check, or Certified Check.
  - B. Non-Collusion Affidavit
  - C. Conflict of Interest Statement
  - D. Information From Respondents

RESPECTFULLY SUBMITTED on \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
(Typed or Printed Name and Title)

Respondent: \_\_\_\_\_  
(Name of Company)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_

IF Respondent is a Corporation:

ATTEST

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(State of Incorporation)

IF Respondent is a Joint Venture:

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



City of Dripping Springs / Stephenson Building and Parking Improvements

Bid Tabulation Summary- References

Bidder's Firm Name:

Bid Item	Project Element	Reference	Scope of Work / Remarks	Bid Amount
1	Stephenson Building- Adaptive Re-Use & Addition	Architexas Plans, Specs & Bid Docs Pkg.	Adaptive Re-Use of existing Historic Building, with an attached Addition of New Construction- Building Permit Case #2025-1075	\$
2	Stephenson Parking Improvements (excluding Alternate "A" Parking Lot Power)	HDR / Doucet (Kleinfelder) Plans, Specs & Bid Docs Pkg	Parking Lot with associated Site Improvements- Site Development Permit Case #SD 2024-022	\$
-		<b>Bid Items 1+2</b>	<b>Subtotal- Building and Parking Improvements:</b>	<b>\$</b>
3	Add Alternate "A" Parking Lot Power & Electrical Service	E103, E502, E602 HDR / Doucet set	Add: Convenience Outlets and associated enabling Electrical Service to facilitate use of Parking Lot during City authorized events	\$
4	Add Alternate "B" Rambo Lodge (offsite) Supplemental Paving	Rambo Lodge Easement Exhibit B	Add: Paving Mill & Overlay all deteriorated paving in Rambo Lodge parking area, per Agreement	\$
<b>Bid Recap</b>	<b>Total Project (All Elements, including Add Alternates)</b>	<b>Bid Items 1+2+3+4</b>	<b>Total Bid Summary:</b>	<b>\$</b>

**NON-COLUSION AFFIDAVIT  
PRIME RESPONDENT**

**STATE OF TEXAS {}**

**COUNTY OF HAYS {}**

being first duly sworn, deposes and says

That he is \_\_\_\_\_  
(a Partner or Officer of the firm of, etc.)

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

\_\_\_\_\_  
Signature of

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_



## INFORMATION FROM RESPONDENTS

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

**Qualifications and Similar Experience:** Provide information for 3 similar projects completed by Respondent within last 5 years.

1. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Reference Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Respondent's Project Manager: \_\_\_\_\_  
Respondent's Project Superintendent: \_\_\_\_\_  
Original Project Completion Date: \_\_\_\_\_  
Actual Project Completion Date: \_\_\_\_\_
  
2. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Reference Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Respondent's Project Manager: \_\_\_\_\_  
Respondent's Project Superintendent: \_\_\_\_\_  
Original Project Completion Date: \_\_\_\_\_  
Actual Project Completion Date: \_\_\_\_\_
  
3. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Reference Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Respondent's Project Manager: \_\_\_\_\_

Respondent's Project Superintendent: \_\_\_\_\_

Original Project Completion Date: \_\_\_\_\_

Actual Project Completion Date: \_\_\_\_\_

**Experience with rehabilitation and preservation of historic buildings:** Provide a statement in an additional attachment discussing the Respondent's Project Manager and Project Superintendent experience with rehabilitation and preservation of historic buildings.

**Project Timeline:** Provide a proposed project schedule from Notice to Proceed to Project Closeout.

**Subcontractors and Suppliers:** Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount. If self-performing any items below, indicate in the space provided.

1. Masonry Restoration & Cleaning \_\_\_\_\_
2. Wood Window Restoration \_\_\_\_\_
3. Wood Door Restoration \_\_\_\_\_
4. Plaster Restoration \_\_\_\_\_

**Value Engineering:** In a separate attachment provide a list of value engineering considerations including potential savings on items contained in the Cost Proposal. A summary narrative of the value engineering considerations and how they would benefit the City may also be included.

**Financial Status:** A confidential financial statement will be submitted by the selected Respondent only if the City deems it necessary.

**PROPOSAL BOND  
(EXAMPLE TEMPLATE)**

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

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Cost Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing for the STEPHENSON SCHOOL BUILDING & PARKING IMPROVEMENTS PROJECT.

NOW, THEREFORE,

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

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

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

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

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

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

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

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

NOTARIZED:

**Sworn and subscribed before me,**

by \_\_\_\_\_

on \_\_\_\_\_  
(date)

## CONSTRUCTION CONTRACT TEMPLATE

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

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

### ARTICLE 1. STATEMENT OF WORK

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

### ARTICLE 2. CONTRACTOR’S DUTIES

**2.1 Construction.** Contractor shall construct all Improvements embraced in the **Project** as described in the proposal documents.

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

**2.3 Completion of Work.** Work, in accordance with the Contract dated \_\_\_\_\_, 2025, **Project**, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **thirty (30) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

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

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

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

**2.7 Warranty and Maintenance Bond.** The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

**2.8 Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by

approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). (Additional Disclosures may be required based on state and federal law and this will be included in the Contract.)

### **ARTICLE 3. THE CONTRACT PRICE**

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

### **ARTICLE 4. THE CONTRACT**

The executed contract documents shall consist of the following components:

<b>Exhibit A</b>	General Conditions
<b>Exhibit B</b>	Plans
<b>Exhibit C</b>	Specifications
<b>Exhibit D</b>	Instructions and Notice to Respondents
<b>Exhibit E</b>	Performance and Payment Bond
<b>Exhibit F</b>	Certificate of Insurance
<b>Exhibit G</b>	Wage Rates
<b>Exhibit H</b>	Addenda
<b>Exhibit I</b>	Contractor's Signed Cost Proposal
<b>Exhibit J</b>	Conflict of Interest Questionnaire

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk

allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

## ARTICLE 5. TERMINATION AND DELAYS

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

## ARTICLE 6. MISCELLANEOUS

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

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

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

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

**If to the City:**

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

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



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

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

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

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

**6.11 Liquidated Damages.** Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

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

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

\_\_\_\_\_  
City Secretary

**CONTRACTOR:**

---

Printed Name and Title

**ATTEST:**

---

Signature

---

Printed Name and Title

**CORPORATE CERTIFICATIONS:**

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

[CORPORATE SEAL]

---

Corporate Secretary

---

Printed Name

---

Date

## PERFORMANCE BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}  
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) \_\_\_\_\_, a

(2) \_\_\_\_\_ of hereafter called Principal and

(3) \_\_\_\_\_

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly

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

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

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

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

\_\_\_\_\_  
(hereinafter called the "Work").

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
PRINCIPAL

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

(SEAL)

\_\_\_\_\_  
Address (State & Zip Code)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address (State and Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
SURETY

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

(SEAL)

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Telephone No. (Area Code)

\_\_\_\_\_

## PAYMENT BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}  
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) \_\_\_\_\_, a

(2) \_\_\_\_\_ of hereinafter called Principal and

(3) \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(hereinafter called the "Work").

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

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

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
Address (State & Zip Code)

\_\_\_\_\_  
Telephone Number

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
SURETY

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

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Telephone No. (Area Code)

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

**PERFORMANCE – PAYMENT BOND FORM**

M-24, 25, Attach. Sa

\_\_\_\_\_

\_\_\_\_\_  
Individual Principal (SEAL)

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Business – Address

\_\_\_\_\_  
Telephone Number (Area Code)

\_\_\_\_\_  
Telephone Number (Area Code)

ATTEST:

\_\_\_\_\_  
Corporate Principal

\_\_\_\_\_  
(State and Zip Code)

\_\_\_\_\_  
Business Address Name

\_\_\_\_\_  
Telephone Number (Area Code)

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
(Affix Corporate Seal)

ATTEST:

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

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Corporate

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
Telephone

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
(Affix Corporate Seal)

Telephone No.: \_\_\_\_\_

The rate of premium on this Bond is \_\_\_\_\_ per thousand.

Total of premium charge \$ \_\_\_\_\_.

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



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

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

1. Standard ISO commercial general liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.
2. Workers' compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.
4. Umbrella liability or following-form excess liability at minimum limits of \$ 1,000,000 each-occurrence/\$2,000,000 aggregate where applicable in any underlying coverage. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.
5. Waiver of Rights - Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and E/A, and all other individuals or entities identified in the Insurance Rider to be listed as additional named insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional named insured (and the officers, directors, partners, employees, agents,

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

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

1. City of Dripping Springs shall be named as an additional named insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of the City must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City with a minimum *A.M. Best* financial rating of A:-VII.
10. Coverage for commercial general liability must be maintained for at least (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

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

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

## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project:** STEPHENSON SCHOOL BUILDING & PARKING IMPROVEMENTS

The City of Dripping Springs has considered the bids submitted for the above described project in response to its advertisement for proposals dated July 17, 2025 and related information to Proposers.

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

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DRIPPING SPRINGS

\_\_\_\_\_  
City Engineer

### ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Authorized Signature

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

## NOTICE TO PROCEED

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

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_

In accordance with the construction contract dated \_\_\_\_\_,  
you are hereby notified to commence work no later than \_\_\_\_\_.

Contract time is: **xx calendar days.**

Substantial Completion Date is: \_\_\_\_\_

CITY OF DRIPPING SPRINGS

\_\_\_\_\_  
City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_  
on this the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Authorized Signature

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

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

### CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **xx Calendar Days**.

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

FOR AMOUNT OF CONTRACT		
From More Than	To and Including	Amount of Liquidated Damages Per Working Days
\$0	\$100,000	\$200
\$100,000	\$500,000	\$400
\$500,000	\$1,000,000	\$550
\$1,000,000	\$2,000,000	\$700
\$2,000,000	\$5,000,000	\$850
\$5,000,000	\$10,000,000	\$1,200
\$10,000,000	\$15,000,000	\$1,500
\$15,000,000	\$20,000,000	\$1,700
\$p20,000,000	Over \$20,000,000	\$2,500

### **EQUAL OPPORTUNITY CLAUSE**

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

# Equal Employment Opportunity is THE LAW

## Employers Holding Federal Contracts or Subcontracts

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

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

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

### **INDIVIDUALS WITH DISABILITIES**

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

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

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

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

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

## Private Employment, State and Local Governments, Educational Institutions

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

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

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

### **DISABILITY**

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

### **AGE**

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

### **SEX (WAGES)**

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

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

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

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

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX**

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

### **INDIVIDUALS WITH DISABILITIES**

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

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



## WAGE DETERMINATION

**Wage Rates.** Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20240007 01/05/2024 below:

"General Decision Number: TX20240007 01/05/2024

Superseded General Decision Number: TX20230007

State: Texas

Construction Types: Heavy and Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.	
If the contract was awarded on or between January 1, 2015 and	. Executive Order 13658 generally applies to the	

January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.90 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2024.	

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

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

Modification Number	Publication Date
0	01/05/2024

SUTX2011-006 08/03/2011

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

Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement		
Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons		
or less.....	\$ 18.36	
Crane, Lattice Boom 80		
tons or less.....	\$ 15.87	**
Crane, Lattice Boom over		
80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling		
Locator.....	\$ 11.67	**
Directional Drilling		
Operator.....	\$ 17.24	
Excavator 50,000 lbs or		
Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck		
Mounted.....	\$ 16.93	**
Front End Loader, 3 CY or		
Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	**
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**
Roller, Asphalt.....	\$ 12.78	**
Roller, Other.....	\$ 10.50	**
Scraper.....	\$ 12.27	**
Spreader Box.....	\$ 14.04	**
Trenching Machine, Heavy....	\$ 18.48	
Servicer.....	\$ 14.51	**
Steel Worker		
Reinforcing.....	\$ 14.00	**
Structural.....	\$ 19.29	
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Traffic Signal/Light Pole		
Worker.....	\$ 16.00	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 15.66	**
Off Road Hauler.....	\$ 11.88	**
Single Axle.....	\$ 11.79	**

Single or Tandem Axle Dump  
Truck.....\$ 11.68 \*\*  
Tandem Axle Tractor w/Semi  
Trailer.....\$ 12.81 \*\*

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

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

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

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

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

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END OF GENERAL DECISION"

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

Building Engineer/Architect (E/A):

Building Scope

Name: Alexis McKinney, AIA  
Company: Architexas  
Address: 1023 Springdale Road, Building 11 Suite E, Austin, TX 78721  
Phone: 512-444-4220  
E-mail: [amckinney@architexas.com](mailto:amckinney@architexas.com)

Parking Lot/Site Engineers

Name: Joe Grasso, PE  
Company: Doucet, A Kleinfelder Company  
Address: 7401 B Hwy 71 West, Suite 160  
Phone: 512.924.8485  
E-mail: [jgrasso@kleinfelder.com](mailto:jgrasso@kleinfelder.com)

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

Owner's Representative:

Name: Chad Gilpin, City Engineer  
Company: City of Dripping Springs  
Address: 511 Mercer St., Dripping Springs TX 78620  
Phone: 512-858-4725  
E-mail: [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com)



## GENERAL CONDITIONS OF THE CONTRACT

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## ARTICLE 1 – DEFINITIONS

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

- 1.1 Addendum** - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.
- 1.2 Alternative Dispute Resolution** - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.
- 1.3 Bid** - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.
- 1.4 Bidder** - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 1.5 Bid Documents** - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.
- 1.6 Calendar Day** - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.
- 1.7 Change Directive** - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.
- 1.8 Change Orders** - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.
- 1.9 Claim** - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- 1.10 Contract** - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.
- 1.11 Contract Amount** - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.
- 1.12 Contract Awarding Authority** - A City department authorized to enter into Contracts on behalf of the City.
- 1.13 Contract Documents** - Project Manual, Drawings, Addenda and Change Orders.
- 1.14 Contract Time** - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.
- 1.15 CONTRACTOR** - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.

- 1.16 Critical Path** - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.
- 1.17 Drawings** - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.
- 1.18 Due Date** - The date and time specified for receipt of Bids.
- 1.19 Engineer/Architect (E/A)** - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.
- 1.20 Equal** - The terms "equal" or "approved equal" shall have the same meaning.
- 1.21 Execution Date** - Date of last signature of the parties to the Agreement.
- 1.22 Field Order** - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.
- 1.23 Final Completion** - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.
- 1.24 Force Account** - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.
- 1.25 Inspector** - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.
- 1.26 Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.
- 1.27 Legal Holidays**
- 1.27.1** The following are recognized by the OWNER:
- | <u>Holiday</u>            | <u>Date Observed</u>        |
|---------------------------|-----------------------------|
| New Year's Day            | January 1                   |
| President's Day           | Third Monday in February    |
| Memorial Day              | Last Monday in May          |
| Independence Day          | July 4                      |
| Labor Day                 | First Monday in September   |
| Veteran's Day             | November 11                 |
| Thanksgiving Day          | Fourth Thursday in November |
| Friday after Thanksgiving | Friday after Thanksgiving   |
| Christmas Eve             | December 24                 |
| Christmas Day             | December 25                 |
- 1.27.2** If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 1.27.3** Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.
- 1.28 Milestones** - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.29 Notice to Proceed** - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.30 OWNER** - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.
- 1.31 Owner's Representative** - The designated representative of the OWNER.
- 1.32 Partial Occupancy or Use** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.
- 1.33 Project** - The subject of the Work and its intended result.
- 1.34 Project Manual** - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.
- 1.35 Resident Project Representative** - The authorized representative of E/A who may be assigned to the site or any part thereof.
- 1.36 Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.
- 1.37 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.
- 1.38 Solicitation** - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.
- 1.39 Substantial Completion** - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- 1.40 Subcontractor** - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
- 1.41 Sub-Subcontractor** - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.
- 1.42 Superintendent** - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.

- 1.43 Supplemental General Conditions** - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.
- 1.44 Supplier** - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.45 Time Extension Request** - An approved request for time extension on a form acceptable to OWNER.
- 1.46 Work** - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- 1.47 Working Day** - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.
- 1.48 Working Hours**
- 1.48.1 Working Day Contract:** All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.48.2 Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.49 Written Notice** - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

## ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.
- 2.2 Copies of Documents:** OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.
- 2.3 Commencement of Contract Times; Notice to Proceed:** The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any

time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

## **2.4 Before Starting Construction:**

**2.4.1** No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

**2.4.2** It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

- .1** A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;
- .2** An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;
- .3** A preliminary schedule of Shop Drawing and sample submittals;
- .4** A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;
- .5** If applicable, an excavation safety system plan;
- .6** If applicable, a plan illustrating proposed locations of temporary facilities;

### 3.1 Intent:

- with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

**3.2 Reporting and Resolving Discrepancies:** If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

**3.3 Amending and Supplementing Contract Documents:**

**3.3.1** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- .1 Change Order.
- .2 Change Directive.
- .3 Time Extension Request.

**3.3.2** In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- .1 Field Order.
- .2 Review of a Shop Drawing or sample.
- .3 Written interpretation or clarification.

**3.4** Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.

**3.5** In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

**ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS**

**4.1 Availability of Lands:** The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access. CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

**4.2 Subsurface and Physical Conditions:**



- 4.2.1** CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.
- 4.2.2** CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.
- 4.2.3** Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.
- 4.2.4** CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State

of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

**4.3 Reference Points:** All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

**4.4 Hazardous Materials:**

**4.4.1** CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

**4.4.2** CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

**4.4.3** The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

**4.4.4** Hazardous material definitions and procedures.

**.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.

**.2** Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

**.3** CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

- .4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
  - .5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**
- 4.4.5** CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

## ARTICLE 5 - BONDS AND INSURANCE

- 5.1 Surety and Insurance Companies:** All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- 5.2 Workers' Compensation Insurance Coverage:**
- 5.2.1** Definitions:
- .1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
  - .2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.
  - .3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor

carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 5.2.2** CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.
- 5.2.3** CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.
- 5.2.4** If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.
- 5.2.5** CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:
- .1** A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - .2** No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 5.2.6** CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- 5.2.7** CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 5.2.8** CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 5.2.9** CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:
- .1** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - .2** Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - .3** Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;



business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

**5.4.2 Performance Bond.**

- .1** If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.
- .2** If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .3** If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .4** If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

**5.4.3 Payment Bond.**

- .1** If the Contract Amount exceeds \$50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.
- .2** If the Contract Amount is less than or equal to \$50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

**5.4.4 Maintenance Bond.**

- .1** Before final payment and acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond to assure the quality of the materials and workmanship, and maintenance of all required improvements including the OWNER'S costs for collecting the guarantee of funds and administering the correction and/or replacement of covered improvements.
- .2** The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.
- .3** Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.
- .4** In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not

completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.

- .5 Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

## **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

### **6.1 Supervision and Superintendence:**

**6.1.1** CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

**6.1.2** CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.

- .1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
- .2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.
- .3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

### **6.2 Labor, Materials and Equipment:**

- 6.2.1** CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.
- 6.2.2** Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.2.3** All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 6.2.4** Substitutes and "Approved Equal" Items:
- .1** Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:
    - .1.1** "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of





Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

- 6.3.2** Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

**6.4 Concerning Subcontractors, Suppliers and Others:**

- 6.4.1** Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

- 6.4.2** Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

- 6.4.3** CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than \$10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

- 6.4.4** CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just

as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

**6.4.5** CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.

**6.4.6** The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.

**6.4.7** CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.

**6.4.8** To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

## **6.5 Patent Fees and Royalties:**

**6.5.1** CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.

**6.5.2** CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

**6.5.3** **CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection**

**therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.**

**6.5.4** OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

**6.6 Permits, Fees:** Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

**6.7 Laws and Regulations:**

**6.7.1** CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

**6.7.2** Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

**6.7.3** If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

**6.7.4** This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

- .1** Prepare Storm Water Pollution Prevention Plan (SWPPP).
- .2** CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.
- .3** Posting of TCEQs "Construction Site Notice" near the main entrance of the work.
- .4** Inspection and Maintenance of all erosion/sedimentation controls.
- .5** Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other

best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.

.6 .Upon completion of the Work, provide TPDES records to OWNER."

**6.8 Taxes:**

**6.8.1** CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.

**6.8.2** OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

**6.9 Use of Premises:**

**6.9.1** CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.**

**6.9.2** During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

**6.9.3** CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**6.10 Record Documents:** CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

**6.11 Safety and Protection:**

**6.11.1** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- .1** all persons on the Work site or who may be affected by the Work;
- .2** all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- .3** other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

**6.11.2** CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational

Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R., OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

- 6.11.3** Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.
- 6.11.4** Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.
- 6.11.5** Emergencies:
- .1** In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.
  - .2** Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as

necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

- .3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

**6.12 Continuing the Work:** CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

**6.13 CONTRACTOR's General Warranty and Guarantee:**

**6.13.1** CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- .1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- .2 normal wear and tear under normal usage.

**6.13.2** CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

- .1 observations by Owner's Representative and/or E/A;
- .2 recommendation of any progress or final payment by Owner's Representative;
- .3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- .4 use or occupancy of the Work or any part thereof by OWNER;
- .5 any acceptance by OWNER or any failure to do so;
- .6 any review of a Shop Drawing or sample submittal;
- .7 any inspection, test or approval by others; or
- .8 any correction of defective Work by OWNER.

**6.14 INDEMNIFICATION:**

**6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and**



**other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:**

- .1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and**
- .2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.**

**In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.**

- 6.14.2** The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 6.14.3** The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.
- 6.14.4** In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or

otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

**6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.**

**6.15 Survival of Obligations:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

**6.16 Losses from Natural Causes:** Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

**6.17 Notice of Claim:** Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

**6.18 Liquidated Damages:** CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

## ARTICLE 7 - OTHER WORK

**7.1** OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

**7.2** CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

**7.3** If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and

promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

- 7.4** OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.
- 7.5** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1** Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.
- 8.2** OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 8.3** OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.
- 8.4** Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.
- 8.5** The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).
- 8.6** **Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents

or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

## **ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION**

### **9.1 E/A's Authority and Responsibilities:**

**9.1.1** The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.

**9.1.2** E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

**9.1.3** E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

**9.1.4** If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

**9.1.5** The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

**9.2 E/A assisting Owner's Representative:** E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.

**9.3 Visits to Site:** If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe

as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.

- 9.4 Resident Project Representative:** If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.
- 9.5 Clarifications and Interpretations:** E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.
- 9.6 Rejecting Defective Work:** E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9.7 Shop Drawings:** Refer to Contract documents for E/A's authority concerning Shop Drawings.

## ARTICLE 10 - CHANGES IN THE WORK

### **10.1 Changes:**

- 10.1.1** Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.
- 10.1.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10)

Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.

**10.1.3** CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.

**10.1.4** Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.

**10.1.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

## **10.2 Change Orders:**

**10.2.1** OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:

- .1** a change in the Work;
- .2** the amount of the adjustment in the Contract Amount, if any; and
- .3** the extent of the adjustment in the Contract Time, if any.

**10.2.2** An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

## **10.3 Change Directives:**

**10.3.1** Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

**10.3.2** If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.

**10.3.3** A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.

**10.3.4** Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

**10.4 Field Order:**

**10.4.1** Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.

**10.4.2** If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

**10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME.**

**ARTICLE 11 - CHANGE OF CONTRACT AMOUNT**

**11.1** The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.

**11.2** The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.

**11.3** The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

**11.4 Determination of Value of Work:**

**11.4.1** The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

- .1 by application of unit prices contained in the Contract Documents to the quantities of the items involved.
- .2 by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.
- .3 by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).
- .4 No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

**11.4.2** Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

**11.5 Cost of Work:** If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

**11.5.1** For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

**11.5.2** CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

**11.5.3** For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be



allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

- 11.5.4** The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

**11.6 Unit Price Work:**

- 11.6.1** Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- 11.6.2** When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.
- 11.6.3** Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- 11.6.4** A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or \$50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.
- 11.6.5** OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:
- .1** the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or
  - .2** CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

## ARTICLE 12 - CHANGE OF CONTRACT TIMES

### **12.1 Working Day and Calendar Day Contracts:**

- 12.1.1** The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.
- 12.1.2** When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.
- 12.1.3** When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.
- 12.1.4** OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:
- .1** Changes ordered in the work which justify additional time.
  - .2** Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:
    - a)** Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.
    - b)** If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.

- c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).
  - d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).
  - e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).
- .3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.
- .4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

## 12.2 Calendar Day Contracts:

**12.2.1** Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.

**12.2.2** "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.

**12.2.3** Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
May	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

**12.2.4** CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days

allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

## **ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK**

**13.1 Notice of Defects:** Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.

**13.2 Access to Work:** OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

### **13.3 Tests and Inspections:**

**13.3.1** CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

**13.3.2** OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:

- .1 for inspections, tests or approvals covered by paragraph 13.3.3 below;
- .2 that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;
- .3 for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
- .4 as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.

**13.3.3** If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

**13.3.4** CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

### **13.4 Uncovering Work:**

**13.4.1** If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative,

or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

- 13.4.2** If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

**13.5 OWNER May Stop the Work:**

- 13.5.1** If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

- 13.5.2** If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

- 13.6 Correction or Removal of Defective Work:** If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

**13.7 Warranty period:**

- 13.7.1** If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

- (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and
- (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and

all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

**13.7.2** In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

**13.7.3** If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

**13.7.4** The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

**13.8 Acceptance of Defective Work:** If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

**13.9 OWNER May Correct Defective Work:** If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

### **14.1 Application for Progress Payment:**

- 14.1.1** No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 14.1.2** Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.
- 14.1.3** Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.
- 14.1.4** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.
- 14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.
- 14.1.6** Applications for Payment shall include the following documentation:
- .1** updated Progress Schedule;
  - .2** monthly subcontractor report;
  - .3** any other documentation required under the Supplemental General Conditions.

**14.2 CONTRACTOR's Warranty of Title:** CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

**14.3 Review of Applications for Progress Payment:**

**14.3.1** Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

**14.3.2** Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

- .1 the Work has progressed to the point indicated; and
- .2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

**14.3.3** By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

- .1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;
- .2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;
- .3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or
- .4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

**14.4 Decisions to Withhold Payment:**

**14.4.1** OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

- .1 defective Work not remedied;
- .2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;
- .3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;



- .5 damage to OWNER or another contractor;
  - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - .7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
  - .8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
  - .9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
  - .10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;
  - .11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
  - .12 failure of CONTRACTOR to submit monthly subcontractor reports;
  - .13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
  - .14 failure of CONTRACTOR to comply with any provision of the Contract Documents.
- 14.4.2** When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.
- 14.5 Payment Becomes Due:** Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- 14.6 Arrears:** No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.
- 14.7 Substantial Completion:**
- 14.7.1** When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish

responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

**14.7.2** If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

**14.7.3** OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

**14.8 Partial Utilization:** Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

**14.8.1** OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

**14.8.2** Such partial utilization is authorized by public authorities having jurisdiction over the Work.

**14.9 Final Inspection:** Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

**14.10 Final Application for Payment:** CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

**14.10.1** Affidavit by CONTRACTOR certifying the payment of all debts and claims;

- 14.10.2** Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;
- 14.10.3** Record documents (as provided in paragraph 6.10);
- 14.10.4** Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;
- 14.10.5** Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;
- 14.10.6** Any other documentation called for in the Contract Documents.

**14.11 Final Payment and Acceptance:**

- 14.11.1** If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.
- 14.11.2** If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.
- 14.11.3** Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.
- 14.11.4** The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:
  - .1** CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and
  - .2** CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

**14.12 Waiver of Claims:** The making and acceptance of final payment will constitute:

**14.12.1** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

**15.1 OWNER May Suspend Work Without Cause:** At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

**15.2 OWNER May Terminate Without Cause:** Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

**15.2.1** for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

**15.2.2** for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

**15.2.3** other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

**15.3 OWNER May Terminate With Cause:**

**15.3.1** Upon the occurrence of any one or more of the following events:

**.1** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;

- .2 if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
- .3 if CONTRACTOR disregards the authority of Owner's Representative;
- .4 if CONTRACTOR makes fraudulent statements;
- .5 if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6 if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

- 15.3.2** Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

- 15.4 CONTRACTOR May Stop Work or Terminate:** If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract

Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

- 15.5 Discretionary Notice to Cure:** In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.
- 15.6 Bankruptcy:** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.
- 15.7 Duty to Mitigate:** In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.
- 15.8 Responsibility during Demobilization:** While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

## ARTICLE 16 - DISPUTE RESOLUTION

### **16.1 Filing of Claims:**

- 16.1.1** Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.
- 16.1.2** Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional

supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

## **16.2 Alternative Dispute Resolution:**

**16.2.1** If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

**16.2.2** Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

### **16.2.3 Mediation:**

**.1** If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.

**.2** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

**16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier:** If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful,

mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

#### **16.4 RESERVED**

### **ARTICLE 17 – MISCELLANEOUS**

**17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.**

**17.2 Extent of Agreement:** This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

**17.3 Cumulative Remedies:** The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

**17.4 Severability:** If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

**17.5 Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

**17.6 Prohibition of Gratuities:** OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to



recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

**17.7 Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

**17.8 OWNER'S Right to Audit:**

**17.8.1** Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

**17.8.2** CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

**17.8.3** CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to

OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

**17.8.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

**17.8.5** CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.

**17.9 Survival:** The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.

**17.10 No Waiver:** The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.

**17.11 Conditions Precedent to Right to Sue.** Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.

**17.12 Waiver of Trial by Jury.** OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

**End of Document**



June 11, 2025

Riley Sublett  
Maintenance Director  
City of Dripping Springs

**RE: 2025 Roadway Maintenance Project  
Recommendation of Award**

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Two (2) bid proposals for the referenced project were received at the bid opening on May 8, 2025 from:

- Lonestar Paving Company
- Bennett Paving, Inc.

Bid Proposals have been evaluated and the low bidder is **Lonestar Paving Company** with the following bid:

Total Bid Amount: \$ 487,631.30

Construction budget for this project is \$635,000. Due to bid prices from Lonestar Paving coming in below budget a value engineering process was conducted with Lone Star Paving Company in an effort to utilize budget and provide needed maintenance improvements for additional length of roadway. Value engineering resulted an extension of maintenance improvements another 1,500 linear feet of roadway allowing the entire length of Post Oak Drive to be maintained with a combination of full depth repair and mill and overlay. The increased length of roadway maintained resulted in an increase in Total Bid Amount.

Total Bid Amount: \$ 487,631.30  
Value Engineering: \$ 111,927.00  
**Total Award Amount: \$ 599,558.30**

Staff recommends award of the contract for a total amount of **\$599,558.30** to Lonestar Paving Company, based on evaluation of the bid response packages and value engineering pricing.

Chad Gilpin, PE  
City Engineer

Enclosures:

- Bid Tabulation – Original
- Bid Tabulation – Value Engineering Option
- Lonestar Paving Company – Bid Proposal Response Package
- Construction Plans
- Project Manual
- Draft Agreement



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

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**Submitted By:** Ginger Faught, Deputy City Administrator

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**Council Meeting Date:** June 17, 2025

**Agenda Item Wording:** **Discuss and consider approval of Second Amended and Restated Wastewater Service and Fee Agreement between CRTX Development LLC and the City of Dripping Springs.** *Sponsor: Mayor Bill Foulds*

**Agenda Item Requestor:** Owner/Applicant—CRTX Development LLC

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**Summary/Background:** This WW Utility Agreement is for the apartment complex on South RR 12 known as The Local (AKA—PDD 11). It was determined prior to the start of construction that the city did not have adequate wastewater capacity to serve the project. The Developer opted to build Phase 1 of the project on septic. They will not be able to build any additional Phases of the project until the City is able to serve the project with wastewater service that will be available once the TPDES facilities are constructed. The Developer had previously negotiated with the City to push the payment of Impact Fees (70 LUEs x \$7580= \$530,600) to align with the City's ability to provide service. In exchange, the Developer agreed to start paying Delayed Connection Fees for the reserved LUEs (70 LUEs x \$50= \$3500) on a monthly basis. Those payments began in August 2023. The Delayed Connection Fees are not credited towards Impact Fee payments. These stipulations were placed on the issuance of the Building Permit for Phase 1. In order to issue the Certificate of Occupancy for Phase 1, we need to approve this Amendment to the Wastewater Service and Fee Agreement to reflect these changes. Impact Fee payments for the 70 LUEs will be due within 30 days of the City's notice that wastewater flows from the project can be accepted by the city. Failure to pay Impact Fees within that time frame will result in the Developer's loss of the 70 LUEs. Further, the Developer has 6 months from the date of the Notice to connect the constructed facilities to the City's system and 18 months from the date of the Notice to connect the remaining LUEs—failure to do so will result in the loss of any unconnected LUEs.

**Commission Recommendations:** N/A

**Recommended  
Council Actions:**

Approve as presented.

## CITY OF DRIPPING SPRINGS

### SECOND AMENDED AND RESTATED WASTEWATER SERVICE AND FEE AGREEMENT

This Second Amended and Restated Wastewater Service and Fee Agreement (“Agreement”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the “City”), and CRTX Development LLC (“Owner”), whose address is 9699 CR 132, Celina, Texas 75009.

#### RECITALS:

- A. Owner is the owner of land consisting of approximately 8.564 acres of undeveloped land out of the P. A. Smith League No. 26, Abstract No. 415 and the A0415 Philip A. Smith Survey, in Hays County, Texas, being more particularly described at Exhibit A (the “Land”).
- B. Owner intends to develop the Land with a 200 unit multi-family apartment complex (including an office and welcome center) and infrastructure (the “Improvements”) pursuant to a site development permit from the City.
- C. Owner intends to rezone and replat the land prior to constructing the Improvements on the Land.
- D. Owner wishes to receive wastewater service for the Land through the City’s System and to connect to the System through the City’s wastewater collection line.
- E. Owner and City recognize that although the City may physically accept wastewater from the Land at this time, the City’s wastewater has already been fully committed to others, and in the event that the previously committed capacity is needed as described in this Agreement, that Owner will construct Temporary Wastewater Facilities in accordance with this Agreement to provide for the management of wastewater from the Improvements on the Land until such time as the City obtains additional capacity as a result of the construction of additional facilities pursuant to additional authorization from the Texas Commission on Environmental Quality.
- F. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.
- G. The Parties wish to enter into an Amended and Restated Agreement due to a delay in permit submission and approval and to address issues that were not originally contemplated by earlier agreements.
- H. This Agreement completely replaces and supersedes the Amended and Restated Wastewater Service and Fee Agreement between the same parties with an effective date of May 12, 2020.

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

## **ARTICLE I DEFINITIONS**

**1.1 Agreement.** This contract (as amended and restated) between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

**1.2 Chapter 395.** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

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

**1.4 City Engineer.** The person or firm designated by the City Council as the wastewater engineer for the City.

**1.5 City Utility Standards.** City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

**1.6 Contractor.** A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.

**1.7 Development.** The development on the Land, consisting of the Improvements and infrastructure to be constructed in accordance with a Site Development Permit.

**1.8 Discharge Permit.** The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003, which has been issued by TCEQ that authorizes the discharge of treated effluent at a volume not to exceed a daily average flow of 822,500 gallons per day.

**1.9 Discharge Permit Notification.** Written notice sent by the City to Owner that all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for phase 1 is in-place;

**1.10 Expiration Date.** The date on which this document expires, and the City will release LUE's reserved under this agreement per Section 5.2.

**1.11 Impact Fees.** Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas. The amount of the Impact Fee shall be in an amount that is equivalent to the impact fee amount for new wastewater service adopted and assessed by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance at the time the Impact Fee becomes due.

**1.12 Land.** That certain 8.564 acre tract of land in Dripping Springs, Hays County, Texas, as shown on Exhibit A and more particularly described in Exhibit B.

**1.13 LUE.** Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

**1.14 Notice.** Notice as defined in § 7.2 of this Agreement.

**1.15 Owner.** CRTX Development Group, LLC as assigned by SK7 Investment Group LLC a Texas LLC authorized to conduct business in Texas, and, if this Agreement is assigned pursuant to § 7.3, their successors and assigns as subsequent owners of the property.

**1.16 Onsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land and the connection point on the Public Street, as shown on the attached Exhibit C.

**1.17 Offsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point shown on the attached Exhibit C. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities.

**1.18 Party.** Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.

**1.19 Site Development Permit.** A site development permit under Article 28.04, Chapter 28 (Subdivisions and Site Development) of the City's Code of Ordinances, as it may be amended from time to time.

**1.20 System.** The City's South Regional Wastewater Treatment System, including the City's wastewater treatment plant and all of the City-owned collection facilities transporting wastewater to that plant.

**1.21 Temporary Wastewater Facilities.** The On-Site Sewage Facility (OSSF) or City approved alternative that will treat and manage the wastewater from the Development until City's construction of all infrastructure and facilities necessary to operate the City's wastewater



treatment plant in accordance with the terms of the Discharge Permit for Phase I of the Discharge Permit. The amount of land needed for the Temporary Wastewater Facilities is calculated by utilizing a calculation of 215 gallons per day (“GPD”) for each LUE, and assuming an application rate of 0.1 GPD/square foot.

## **ARTICLE II SERVICE TO THE DEVELOPMENT**

**2.1 City Wastewater Service.** The City will become the exclusive provider of wastewater collection and treatment service to the Development through the City’s System in an amount up to 70 LUEs as set forth in this Agreement. The City will make this retail wastewater service available to the Land upon Owner’s construction and connection of the Onsite and Offsite Facilities pursuant to this Agreement subject to the conditions described in this section 2.1. Owner and City recognize that although the City may physically accept wastewater from the Development at this time, the City’s existing wastewater capacity has already been fully committed to others. Therefore, in exchange for the commitment by the City to provide wastewater collection and treatment service to the Land through the City’s System in an amount of up to 70 LUEs, the Owner and the City agree as follows: If and when the City notifies Owner that the City’s wastewater system is at 80% capacity (as determined by the City in its sole discretion), Owner agrees that it will, at its sole cost and expense, (a) construct, and operate Temporary Wastewater Facilities for the 70 LUEs within 6 months from notification from the city (b) utilize the Temporary Wastewater Facilities for the 70 LUEs, and (c) remove the flow for the 70 LUEs from the City System until such time as the City has completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit. The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City’s review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City’s costs associated with the City’s review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner’s sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner’s cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

**2.2 Temporary Wastewater Facilities Use and Approval.** The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be

constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

**2.3 Application for Wastewater Service.** Within 30 days of receipt of the Effective Date, Owner shall execute and file with the City a completed copy of the City's form of application for wastewater service to the Development.

**2.4 Site Development Permit.** Nothing in this Agreement approves the Owner's application for the Site Development Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

### **ARTICLE III INFRASTRUCTURE CONSTRUCTION, CONNECTIN AND DEDICATION**

**3.1 Construction Standards.** Owner shall construct all Onsite and Offsite Facilities in compliance with (a) this Article 3; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

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**3.2 Construction Warranty and Guarantee.** Any facilities to be dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to the City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and (ii) include the following provision:

"Immediately before the expiration of the 2-year guarantee period, the **CONTRACTOR** shall make an inspection of the Work in the company of the Engineer and the **OWNER**. The Engineer and the **OWNER** shall be given not less than 20 days' notice prior to the anticipated date of Guarantee

expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the OWNER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The **CONTRACTOR** shall not be responsible for correction of work which has been damaged because of neglect or abuse.”

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City as provided in § 3.10, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

**3.3 Onsite Facilities.** Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost. Owner agrees to complete the Onsite Facilities within one year from the date of the issuance by the City of all required permits for the construction of the Improvements.

**3.4 Offsite Facilities.** Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within 180 days from the date of issuance by the City of all required permits for the construction of the Improvements, subject to Force Majeure set forth in Section 7.10.

**3.5 Construction in Phases.** The Onsite and Offsite Facilities may be constructed in separate phases, in which case the requirements in this Agreement apply separately to each phase.

**3.6 Construction Plan Review and Approval.** The City has the right to review and approve all plans and specifications for the Temporary Wastewater Facilities, and the Offsite and Onsite Facilities, and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Temporary Wastewater Facilities, and the Onsite and Offsite Facilities with the City for review and approval. Construction of the Temporary Wastewater Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner’s contractor(s) and the City Engineer, and the applicable City fees have been paid. Construction of the Onsite and Offsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner’s

contractor(s) and the City Engineer, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

**3.7 City Inspections.** The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Offsite and Onsite Facilities, including any connections to onsite structures and to the City's System. In addition, the Owner or its Contractor shall notify the City when the Facilities are ready for final inspection and connection to the City's System. If the City concurs that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days. After such final inspection, the Owner shall timely correct any punch list items. Unless otherwise agreed by the City staff, the final inspection shall not be scheduled until after a visual inspection using video camera technology of the entire completed Offsite Facilities is performed at Owner's sole cost and expense and a copy of the resulting video is provided to the City. Owner notify the City in advance and give the City an opportunity to witness the visual inspection.

**3.8 Review and Inspection Fees.** With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark- up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

**3.9 City Acceptance of Offsite Facilities.** After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate, and the City agrees to accept the Offsite Facilities for dedication to the City's System.

**3.10 Conveyance of Offsite Facilities.** Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 3.9, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;
- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and
- (d) all easements required by Article 4.
- (e) Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

**3.11 Connection to the System.** After the City’s final inspection of the Onsite Facilities and the Offsite Facilities (if any), and after Owner has transferred the Offsite Facilities (if any) to the City as provided in § 3.10, the City will schedule connection to the City’s System; however, the City may require construction of the Offsite Facilities to include the physical connection to the City’s System. After connection to the City’s System, the Owner shall connect all wastewater flows up to 70 LUEs from the Land to the City’s System in compliance with the City’s Wastewater Ordinance.

**3.12 Delivery of Drawings.** The Owner shall cause to be delivered to the City any as-built drawings and electronic files for all Onsite and Offsite Facilities within thirty (30) days after final inspection.

**3.13 Temporary Wastewater Facilities.** To the extent such facilities are required, Owner will design, construct, install, operate and maintain all Temporary Wastewater Facilities at its cost and expense. Owner shall design, locate, and construct the Temporary Wastewater Facilities to the specifications and requirements of the City Engineer and consistent with all applicable laws. Owner shall reimburse City for any of City Engineer’s time reasonably spent on the Temporary Wastewater Facilities. Within one year after the City delivers the Discharge Permit Notification treatment service to the Development through the City’s System in an amount up to 70 LUEs as set forth in this Agreement, Owner will abandon the Temporary Wastewater Facilities at its cost.

## **ARTICLE IV EASEMENTS**

**4.1 Grant of Easements.** Before starting to construct the Offsite Facilities, Owner must have acquired, at no cost to the City, all wastewater easements necessary for the Offsite Facilities. Owner shall grant the easements for the Offsite Facilities provided to the City as required in §3.10 in the form attached as Exhibit D. The City shall record the easements in the deed records of Hays County, Texas. The City acknowledges that some or all of the Wastewater Infrastructure may be located in existing public rights-of-way that do not have to be acquired by the Owner.

**4.2 Facility Easements.** Owner shall acquire and maintain all easements necessary for Onsite Facilities and Offsite Facilities at no cost to the City.

## **ARTICLE V FEES AND CHARGES**

**5.1 Delayed Connection Fees and Impact Fees.** Prior to the delivery by the City of the Discharge Permit Notification, Owner shall pay Delayed Connection Fees in the amount of \$50 per month per LUE for the 70 LUEs that are the subject of this Agreement. Within 30 days of the City’s delivery of the Discharge Permit Notification, Owner shall pay Impact Fees (also referred to as “connection fees”) to the City in the amount specified by Chapter 20, Article 20.02.005(2)(A) of the City’s Code of Ordinances (as amended or replaced) for the 70 LUEs reserved to serve the Land. This Agreement is an agreement providing for the time and method of payment of the

Impact Fees and an owner's voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund any Impact Fees that have already been paid, without interest, only upon recovering them through Impact Fee payments from other customers for additional connections. Consistent with Section 20.02.008 of the City's Code of Ordinances, if after construction of the Improvements it is determined that wastewater service demand, as determined by water use, exceeds the gallons per LUE assigned to the Improvements, the City may assess and collect additional connection fees for that excess use. The number of LUEs assigned to the Improvements is 70. The additional assessment shall be based on each additional LUE or fraction thereof, as determined by the water use above the gallons per LUE per day initially assigned to the customer's connection, at the dollar amount per LUE authorized by section 20.02.005 of the City's Code of Ordinances, based on the gallons per LUE in effect at the time of the assessment.

The city shall send written notice of the assessment to the property owner stating the additional water use and the amount of the assessment, which must be paid to the city as provided in the notice.

- (a) The amount of the connection fee to be paid to the City at under this paragraph 5.1 shall be assessed at a value of \$7,580.00 per LUE.

- 1. The maximum assessment of "connection fee's" by the City to the Owner cannot be assessed in excess of ( $\$7,580.00 \times 70 = \$530,600.00$ ).

## **5.2 Release of LUEs.**

- (a) If Owner fails to timely pay the required Delayed Connection Fee or Impact Fee the LUEs for which the fees are unpaid may be released by the City by sending Notice to the Owner and the City's §2.1 wastewater service commitment with respect to those unpaid LUEs will be terminated. Such termination shall be effective immediately.
- (b) If after six months of the delivery of the Discharge Permit Notification to the Owner, the Owner fails to connect the LUEs that are being utilized at the time of the delivery of the Discharge Permit Notification, those unconnected LUEs may be released by the City by sending Notice to the Owner and the City's §2.1 wastewater service commitment with respect to those unconnected LUEs will be terminated. Such termination shall be effective immediately.
- (c) If after eighteen months of the delivery of the Discharge Permit Notification to the Owner, the Owner fails to connect any remaining LUEs to which Owner is entitled under this Agreement and that were not being utilized at the time of the delivery of the Discharge Permit Notification, those unconnected LUEs may be released by the City by sending Notice to the Owner and the City's §2.1 wastewater service commitment with respect to those unconnected LUEs will be terminated. Such termination shall be effective immediately.

- (d) At any time after one year after service to the Development begins through the City System, the City may release any or all of the unconnected reserved LUEs and terminate its §2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately.

**5.3 Line Extension Charges.** In addition to Delayed Connection Fees and Impact Fees, Owner agrees to pay the line extension charges, if applicable, pursuant to Article 20.05 (Wastewater Line Extension) of the City's Code of Ordinances.

**5.4 Other Fees and Charges.** Payment of Delayed Connection Fees, Impact Fees, and Line Extension Charge as provided above will satisfy the Owner's Impact Fee and Extension Line Charge obligations for the requested capacity of 70 LUEs. After any part of the Onsite Infrastructure is connected to the System, wastewater service to the Land remains subject to all other charges and regulations as provided in the City's Code of Ordinances, Chapter 20, including additional impact fees for expanded or new development. Owner agrees to remain in compliance with Article 20 at all times, including monthly payment obligations and other wastewater regulations.

**5.5 Landlord Guarantee.** As authorized by City Ordinance, the City's bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to suspend or terminate water service to a customer's water meter for non-payment of the customer's wastewater bill. The owner intends construct a multi-family unit apartments development subject to issuance of a Site Development Permit. Owner shall be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

## **ARTICLE VI FEES AND CHARGES**

**6.1 Term.** This Agreement remains in effect so long as the City is providing wastewater service to the Development, unless otherwise expired or terminated under Articles V or VI.

**6.2 Breach.** In the event Owner breaches this Agreement, City may send notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within 60 days of that notice, then the City may send a second notice describing the breach and the Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives the City the right (at its Option) to (a) terminate this Agreement by sending a termination notice; (b) order a halt to construction on the Land; and/or (c) seek judicial relief in law or equity.

## ARTICLE VII MISCELLANEOUS

**7.1 Governing Law, Jurisdiction and Venue.** This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

**7.2 Notice.** Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a “Notice”) shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

### **To the City:**

City of Dripping Springs  
Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

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

### **To the Owner**

CRTX Development LLC  
Attn: Doug Cobb  
9699 CR 132  
Celina, Texas 75009  
[doug@crtxdev.com](mailto:doug@crtxdev.com)  
*With Copy to:*  
Bruin Ventures I, LP  
Attn: Mac Jones  
4611 Bee Cave Road, Suite 203  
Austin, TX 78746  
[mjones@estagepm.com](mailto:mjones@estagepm.com)

**7.3 Assignment.** Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners’ successors and assigns, including future owners of any land or structures within the Development.



**7.4 Condition Precedent.** It is a condition precedent to the City's obligations under this Agreement that Owner re-plot the Land such that the Land consists of a single lot. If this condition precedent is not satisfied, the City shall be relieved of its all obligations under this Agreement, including its § 2.1 wastewater service obligation.

- (a) A re-plot of the Land as a single lot is only necessary until such time that the City has,
  - (i.) completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit, and ii. delivered to the Owner all 70 LUE per Section 2.1 of this agreement.
- (b) The Owner, at his sole cost, may re-plot the land into two parcels as depicted in the Conceptual Plat attached to this document as Exhibit A, at any time after the City has delivered to the development all 70 LUE's per Section 2.1 of this agreement as long as a single lift station does not serve more than one parcel.

**7.5 Amendment.** This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

**7.6 No Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**7.7 Severability.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

**7.8 Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

**7.9 Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect

that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term “include” or “including” means to include “without limitation.” Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

**7.10 Counterpart Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**7.11 Force Majeure.** If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party’s reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

**7.12 Professional Fees.** Owner agrees to place funds into the City’s escrow account, as necessary from time to time, to pay the City’s reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

**7.13 Water Reuse Ordinance.** Owner understands and agrees that the Development will be subject to the City’s Water Reuse Ordinance and Owner will pay \$1,675.00 for each of the 70 LUEs that are the subject of this Agreement. This payment is due within 60 days of the Effective Date of this Agreement.

**7.14 Restatement and Amendment.** This Amended and Restated Wastewater Service and Fee Agreement replaces the initial Wastewater Service and Fee Agreement dated May 12, 2020 between the Parties. All rights and obligations of the Parties shall be governed by this Agreement (the Amended and Restated Wastewater Service and Fee Agreement) as if it had been executed on the date of execution of the initial Wastewater Service and Fee Agreement.

**7.15 Incorporation of Exhibits by Reference.** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

<b>Exhibit A</b>	<b>Land Plan</b>
<b>Exhibit B</b>	<b>Legal Description of the Land</b>
<b>Exhibit C</b>	<b>Form of the Easement</b>

**Effective Date. The Effective Date of this Agreement is June 17, 2025.**

[SIGNATURES FOLLOW ON NEXT PAGE]

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

**STATE OF TEXAS  
COUNTY OF HAYS**

This instrument was executed by **Bill Foulds, Jr.** before me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**

*CRTX Development, LLC*

\_\_\_\_\_  
Signature

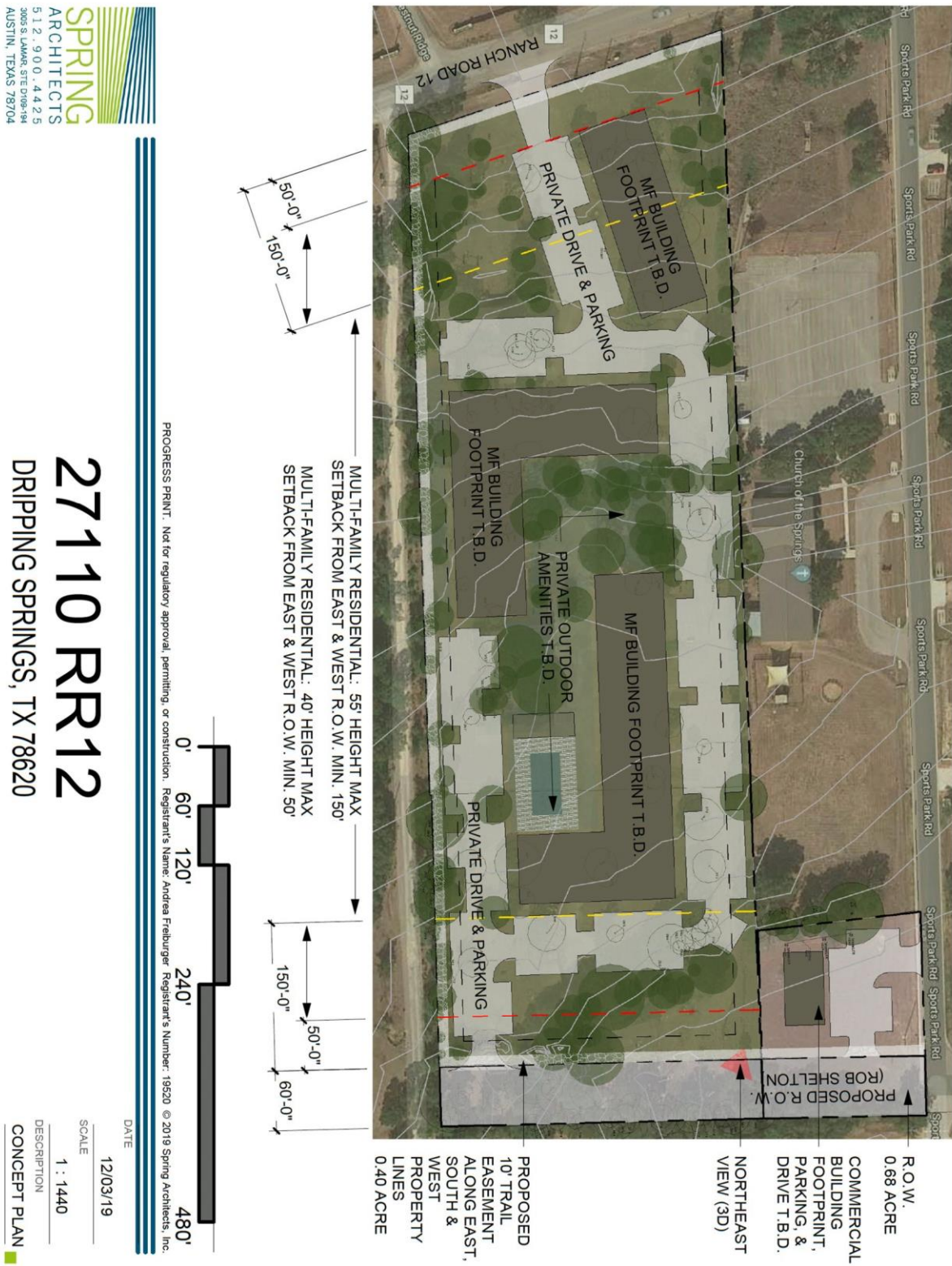
\_\_\_\_\_  
Printed Name & Title

**STATE OF TEXAS  
COUNTY OF HAYS**

This instrument was executed by \_\_\_\_\_ before me on  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT A LAND PLAN



## EXHIBIT B LEGAL DESCRIPTION OF THE LAND

**LEGAL DESCRIPTION:** Being 7.82 acres of land out of the P. A. Smith League No. 26, Abstract No. 415, Hays County, Texas and also being that certain 5.314 acre tract of land described in Volume 5057, Page 320 of the Official Public Records of Hays County, Texas and that certain 2.500 acre tract described in Volume 360, Page 405 of said Official Public Records; Said 7.82 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in June, 2018:

BEGINNING at a wood fence corner post found in the northeast line of Ranch Road No. 12 for the southwest corner of that certain 4.27 acre tract described in Volume 2535, Page 838 of said Official Public Records, the northwest corner of said 5.314 acre tract and the northwest corner hereof;

THENCE along the south lines of said 4.27 acre tract, the following 3 courses:

1. North 87°48'10" East a distance of 767.14 feet along the north line of said 5.314 acre tract to a 1/2 inch iron rod found for the northeast corner of said 5.314 acre tract and a northeast corner hereof;
2. South 01°27'22" East a distance of 0.35 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod set for the northwest corner of said 2.500 acre tract and an interior corner hereof;
3. North 87°44'36" East a distance of 336.25 feet along the north line of said 2.500 acre tract to an iron pipe found in the west line of that certain 40.00 acre tract described in Volume 1462, Page 671 of said Official Public Records for the northeast corner of said 2.500 acre tract and the northeast corner hereof;

THENCE South 01°25'32" East a distance of 326.29 feet along the common line of said 4`0.00 acre tract and said 2.500 acre tract to a 1/2 inch iron rod set in the north line of that certain 82.2 acre tract described in Volume 1265, Page 776 of said Official Public Records for the southwest corner of said 40.00 acre tract, the southeast corner of said 2.500 acre tract and the southeast corner hereof;

THENCE along the north lines of said 82.02 acre tract, the following 3 courses:

1. South 88°24'53" West a distance of 336.04 feet along the south line of said 2.500 acre tract to a 1/2 inch iron rod set in the east line of said 5.314 acre tract for the southwest corner of said 2.500 acre tract and a south interior corner hereof;
2. South 01°27'22" East a distance of 1.99 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod found for the southeast corner of said 5.314 acre tract and a southeast corner hereof;
3. South 88°08'17" West a distance of 668.55 along the south line of said 5.314 acre tract to a 1/2 inch iron rod set in the east line of Ranch Road No. 12 for the southwest corner of said 5.314 acre tract and the southwest corner hereof;

THENCE along the northeast lines of Ranch Road No. 12 and the southeast lines of said 5.314 acre tract, the following 2 courses:

1. Following a curve turning to the right through the angle of  $00^{\circ}36'32''$ , having a radius of 1597.42 feet, and whose long chord bears North  $19^{\circ}17'43''$  West a distance of 16.98 feet to a concrete monument found for a west corner hereof;
2. North  $18^{\circ}33'47''$  West a distance of 317.34 feet to POINT OF BEGINNING containing 7.82 acres more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Together with:

**BEING A 0.750 ACRE (32,670 SF) TRACT OF LAND, OIJT OF A 4.27 ACRE TRACT OF LAND CONVEYED BY WARIWITY DEED TO SPRING VALLEY FELLOWSHIP D/B/A CHURCH OF THE SPRINGS, AS RECORDED IN VOLUME 2535, PAGE 636 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.**

**THE UNDERSIGNED DOES HEREBY CERTIFY TO STEWART TITLE GUARANTY COMPANY, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.**

**THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.**

**EXHIBIT C FORM OF THE EASEMENT****EASEMENT**

STATE OF TEXAS

§

§

KNOW ALL PEOPLE BY THESE PRESENTS:

§

COUNTY OF HAYS

§

**CITY OF DRIPPING SPRINGS SANITARY SEWER EASEMENT**

THAT, a \_\_\_\_\_ (“Grantor”) of Hays County, Texas, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated *effluent* lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, without the City’s prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the day of \_\_\_\_\_, 2025.

[SIGNATURE PAGE FOLLOWS]



GRANTOR:

\_\_\_\_\_

\_\_\_\_\_

BY:

\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was executed by \_\_\_\_\_ before me on  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**City of Dripping Springs**

**Solid Waste Franchise**

**ORDINANCE NO. 2025-19**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING ARTICLE 10.04; GRANTING TO TEXAS DISPOSAL SYSTEMS, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO OPERATE AND MAINTAIN TRASH AND REFUSE COLLECTION ROUTES WITHIN THE CITY OF DRIPPING SPRINGS; EXTENDING AN EXCLUSIVE FRANCHISE FOR BOTH RESIDENTIAL AND NON-RESIDENTIAL CUSTOMERS; EFFECTIVE DATES, SEVERABILITY, AND OTHER PROVISIONS RELATED TO THE EXTENSION OF FRANCHISE.**

**WHEREAS,** the City of Dripping Springs (“City”) is a municipal corporation organized under the laws of the State of Texas and, pursuant to the Texas Constitution and state law, possesses the power to protect and promote the public health, safety, and welfare, to regulate the use of the Public rights-of-way, and to issue and revoke licenses; and

**WHEREAS,** the City owns or is the proprietor over public streets, rights-of-way, alleys, and other public property and acts as trustee and guardian for the benefit of City citizens; and

**WHEREAS,** pursuant to the laws of the State of Texas, the Texas Legislature has recognized and established that an incorporated municipality may make a reasonable, lawful charge for the use of public rights-of-way within the municipality; and

**WHEREAS,** uncollected garbage or a chaotic system whereby garbage is disposed of on an irregular basis without enforcement of reasonable rules would constitute both a health hazard and a nuisance; and

**WHEREAS,** the City seeks to preserve quality of life by minimizing noise, odor, and litter related to solid waste collection; and

**WHEREAS,** the City strives to protect pedestrians and motorists by limiting the number of trucks operating near residences, parks, and schools; and

**WHEREAS,** the City Council has determined that the availability of refuse collection services in the City will promote the public health, safety, and general welfare of the residents of the City and would serve the public interest; and

**WHEREAS,** it is within the City's police power to enforce a comprehensive garbage collection plan; and

**WHEREAS,** after a bidding process, Texas Disposal Systems was chosen to provide Solid Waste Services to the City of Dripping Springs, and has been engaged in waste removal services in the State of Texas; and

**WHEREAS,** the City Council finds that the public interest will be served by the granting the exclusive solid waste franchise to Texas Disposal Systems to provide waste removal services within the boundaries of the City of Dripping Springs, Texas.

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

### **1. FINDINGS OF FACT**

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

### **2. ENACTMENT**

Chapter 10, Article 10.04 is amended so to read in accordance with “Exhibit A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be added to Article 10.04 and any text that is struck through shall be removed.

### **3. REPEALER**

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

### **4. SEVERABILITY**

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

### **5. CODIFICATION**

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

### **6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage and publication as provided for by law. Transition to Texas Disposal Systems shall occur beginning July 1, 2025.

## 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 17<sup>th</sup> day of June, 2025, by the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

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

**ATTEST:**

\_\_\_\_\_  
Diana Boone, City Secretary

City of Dripping Springs  
CODE OF ORDINANCES  
CHAPTER 10. HEALTH & SANITATION  
ARTICLE 10.04: SOLID WASTE

SUBCHAPTER A: FRANCHISE

**Division 1. Generally**

**Sec. 10.04.001 Popular name**

This article shall be commonly cited as the “solid waste franchise” article.

**Sec. 10.04.002 Purpose**

(a) Provisions. This article provides city residents with guidelines for receiving solid waste removal services and identifies ~~Waste Connections Lone Star~~ Texas Disposal Systems as the private service provider contracted to carry out municipal solid waste collection and disposal.

(b) Public welfare. The purpose of this article is to promote the public welfare by providing for collection and disposal of residential, commercial, and industrial solid waste.

**Sec. 10.04.003 Scope**

This article applies to all property within the incorporated municipal boundaries (i.e., “city limits”) and the extraterritorial jurisdiction (“ETJ”) to the extent allowed by law. This article applies to action taken after the date of enactment.

**Sec. 10.04.004 Definitions**

(a) General. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number

shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word “shall” is always mandatory, while the word “may” is merely directory. Headings and captions are for reference purposes only.

(b) Specific.

Alley. A publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

City. The City of Dripping Springs, a municipal corporation, located in Hays County in the State of Texas.

Council. The city council, the governing body of the City of Dripping Springs.

Grantee. The company authorized to provide waste hauling service, ~~Waste Connections Lone-~~  
~~Star~~ [Texas Disposal Systems](#), to the City of Dripping Springs, or its successor, transferee, or assignee.

Gross revenue. All revenues derived directly or indirectly by the grantee, its affiliates, subsidiaries, parent, and any person in which the grantee has a financial interest, from or in connection with the operation of the waste hauling service pursuant to this article. “Gross revenue” shall not include any taxes or fees on waste hauling services furnished by the grantee imposed directly upon any customer by the state, city or other governmental unit and collected by the grantee on behalf of such governmental units.

Sidewalk. That portion of a street that is not improved and maintained for vehicular travel.

Street. A publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular traffic.

Subscriber. A recipient of waste hauling services under this article.

Waste hauling service. All municipal solid waste collection and removal services provided by the grantee to a customer residing in the City of Dripping Springs. This term includes collections from residential or residential and commercial customers.

## **Division 2. Franchise**

### **Sec. 10.04.031 Required**

No person providing waste hauling services shall be allowed to occupy or use the streets of the city or be allowed to operate within the city without a franchise from the city.

### **Sec. 10.04.032 Granting of franchise**

There is hereby granted to grantee for ~~an extension of two years to the full term of~~ [up to](#) five (5) years from [a date to be agreed upon between](#) the City and grantee between the effective date of this Chapter [and July 1, 2025](#) the right, privilege, and franchise to have, use, and operate in the entire area of the city a waste hauling service; and to have, use, and operate its vehicles in, over, under, along, and across the present and future streets and alleys. This grant for use of city streets and alleys is exclusive, but

does not establish priority for use over permit holders or the city's or public's use of public property. The grantee's use of city streets and alleys shall be subject to and in accordance with the city's policies and procedures governing said use. The exclusive franchise granted by this article shall apply to both residential and nonresidential customers.

#### **Sec. 10.04.033 Acceptance of franchise**

(a) The grantee shall, within thirty (30) days from the date this article or any amendment affecting the term or the grantee of the franchise takes effect, file with the city secretary of the city a written, sworn statement signed in its name and behalf in substantially the following form:

To the Honorable Mayor of Dripping Springs:

~~Waste Connections Lone Star~~ Texas Disposal Systems for itself, successors and assigns, hereby accepts this Franchise and agrees to be bound by all of its terms and provisions.

(b) The franchise or any extension authorized by this article shall take effect upon the city's receipt of the statement required above.

\* \* \*

### **DIVISION 4. NOTICES AND INSURANCE**

#### **Sec. 10.04.050 Notices**

All notices from Grantee to the City pursuant to this franchise shall be to the City Mayor, City of Dripping Springs, 511 Mercer Street, Dripping Springs, Texas 78620. All notices to the Grantee pursuant to this franchise shall be to: ~~Waste Connections Lone Star, 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380-3488~~ Texas Disposal Systems, 12200 Carl Road Creedmoor, Texas 78610. Grantee shall immediately notify City of any change of address.

\* \* \*



**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:** June 17, 2025

**Agenda Item Wording:** **Discuss and consider approval of an Ordinance updating the Founders Day Commission Ordinance.** *Sponsor: Council Member Sherrie Parks*

**Agenda Item Requestor:** Aniz Alani, Deputy City Attorney

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**Summary/Background:** The Founders Day Commission is a fourteen-member advisory body tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is responsible for planning, promoting, arranging, and organizing Founders Day.

Changing this body from a Commission to a Committee would increase flexibility and streamline communication between members outside of public meetings during the planning stage of the event. FDC members would continue to work with Staff and City Council to prioritize public interest, health, and safety of the event.

**Commission Recommendation:** The Commission recommends approval of the ordinance changes.

**Recommended Council Actions:** Approve the Founders Day Committee Ordinance.

**Attachments:**

- Founders Day Committee Ordinance.pdf

**Next Steps/Schedule:**

1. Inform FDC of council decision
2. Update organization details on city website





## City of Dripping Springs

### Founders Day Governance Ordinance

#### ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING CHAPTER 2, ARTICLE 2.04, DIVISION 4 OF THE CODE OF ORDINANCES; REVISING STANDARDS, STRUCTURE, AND PROCEDURES FOR THE FOUNDERS DAY COMMITTEE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALER; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS,** the Founders Day Committee plays a vital role in organizing and promoting the annual Founders Day Festival which celebrates the City's heritage and community spirit; and

**WHEREAS,** the City Council has determined that revisions to the Committee's membership, responsibilities, procedures, and operations are necessary to reflect current practices and improve governance and efficiency; and

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

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

#### 1. FINDINGS OF FACT

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

#### 2. ENACTMENT

Chapter 2, Article 2.04, Division 4 of the Code of Ordinances is amended to read in accordance with "**Exhibit A**", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be added to Article 2.04 and any text that is struck through shall be removed.

#### 3. REPEALER

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

#### 4. SEVERABILITY

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

#### 5. CODIFICATION

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

#### 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

#### 7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the \_\_\_\_ day of XXX, \_\_\_\_\_, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

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

ATTEST:

\_\_\_\_\_  
Diana Boone, City Secretary

Exhibit "A"

## City of Dripping Springs

## CODE OF ORDINANCES

## CHAPTER 2. ADMINISTRATION AND PERSONNEL

## ARTICLE 2.04: BOARDS, COMMISSIONS AND COMMITTEES

***DIVISION 4. FOUNDERS DAY ~~COMMISSION~~ COMMITTEE*****Sec. 2.04.091. ~~Creation~~ Title.**

~~There is hereby created~~ This division shall be commonly cited as the "City of Dripping Springs Founders Day ~~Commission~~ Committee Ordinance".

**Sec. 2.04.092. ~~Purpose~~**

- (a) This article provides for the standards for the formation, function, and responsibilities of the Founders Day Committee.
- (b) The committee is formed to:
  - (1) Plan, promote, arrange and organize a safe and enjoyable Founders Day event, celebrating the rich history and community spirit of Dripping Springs;
  - (2) Support the fundraising efforts of the three sponsoring organizations; the Dripping Springs Lions Club, St. Martin de Porres Church, and the Dripping Springs Cookoff Club;
  - (3) Promote the community including local businesses, community groups, and artists participating in the Founders Day event;
  - (4) Minimize adverse impacts on downtown businesses and non-participating citizens;
  - (5) Manage the finances and fees related to the Founders Day event;

**Sec. 2.04.093. Definitions.**

~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:-~~

- (a) Rules of interpretation. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number

shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

~~Commission~~ ~~Committee~~: The City of Dripping Springs Founders Day ~~Commission~~-Committee.

District: The Drippings Springs Independent School District.

ETJ: The extraterritorial jurisdiction of the City of Dripping Springs, Texas.-

Festival or Founders Day: The annual Founders Day celebration held in Dripping Springs, Texas.

**Sec. 2.04.~~093~~-094. Membership; Meetings.**

- (a) Number of Members. The ~~commission~~committee shall be composed of ~~14~~up to 15 members, including a chairperson, who are known to be interested in the annual Founders Day celebration and who have contributed to its success in previous years. The members shall include members of the organizations and at-large members. The Lions Club shall include three members as representatives of the carnival and the food vendors; the Dripping Springs Cook-Off Club shall include three members as representatives of the cookers participating in the cook-offs; and the St. Martin de Porres Church shall include three members as representatives of the arts and crafts vendors. The city council shall appoint ~~five~~up to six members to serve as at-large members for a two-year term. The ~~commission~~committee shall inform the city council in writing whenever a vacancy exists in an at-large or organization member position.
- (b) At the time new appointments for members who are organization representatives are needed, the city council or ~~commission~~committee shall request nominations from the organizations. Upon request, the Lions Club; the Cook-Off Club; and St. Martin de Porres Church shall provide nominees applications from each of their respective organizations to the ~~commission~~committee to serve as ~~commissioners~~-committee members. Each nominee application shall be reviewed by the ~~commission~~committee. The ~~commission~~committee shall make recommendations for each nominee to the city council. The city council shall select members from each organization's nominees to serve two-year terms after review of the ~~commission's~~committee's recommendations but can reject any or all applications. The city council can request additional nominee applications from the organizations if all vacancies are not filled by the organization's nominations.
- (c) At the time new appointments for at-large members are needed, the city council shall request nominations from the members of the ~~commission~~committee and the public for each vacancy. The city secretary shall post on the city website any time a vacancy occurs and shall forward any applications to the ~~commission~~committee. The ~~commission~~committee may also seek nominee applications and shall review each application for ~~commission~~committee membership from applications received by the ~~commission~~committee and applications received by the city secretary. The ~~commission~~committee shall forward all applications received with recommendations for each at-large nominee to city council. The city council shall select members from the at-large nominations to serve two-year terms after review of the ~~commission's~~committee's recommendations but can reject any or all recommendations or applications. The city

- council can request additional nominee applications from the ~~commission~~committee and the public if all vacancies are not filled by the filed applications. Such nominations shall take into consideration all known parties interested in or participating in the Founders Day celebration at the time such nominations are made.
- (d) The city council shall annually appoint a ~~commissioner~~committee member, to serve as chairperson. The ~~commission~~committee may provide a recommendation to city council regarding the appointment of chairperson. The city council may appoint co-chairpersons if it deems it appropriate. The ~~commissioners~~committee members shall annually appoint a vice-chairperson and a secretary.
- (1) The secretary ~~hasis responsible for~~ the ~~following duty: Recording~~recording of minutes.-
  - (2) The vice chairperson has the following duties: Coordinating of subcommittee chairs; reports and serves the chairperson; substitutes for the chairperson in the event of their absence.
  - (3) The chairperson has the following duties: Conducts meetings; acts as liaison to the city council; presents yearly wrap-up report to the city council.
- (e) Terms of members. The ~~commissioners~~committee members shall serve staggered terms with the term of seven (7) members to expire on July 1st of each odd-numbered year, the term of seven (7) members to expire on July 1st of each even-numbered year, and the term of the chairperson to expire on July 1st of each year.
- (f) Member selection. The ~~commission~~committee shall recommend criteria for its members that shall be followed by its members and used to evaluate removal of its members. The ~~commission's~~committee's recommended criteria shall be sent to the city council for review. The city council shall review the ~~commission's~~committee's criteria recommendation and the city council shall approve criteria for the ~~commission's~~committee's members. The criteria approved by the city council shall be filed with the city secretary and provided to each member, nominee, and organization upon request.
- (g) Resignation; removal; vacancies. Members of the ~~commission~~committee may be removed from office by the city council at any time by a simple majority vote of the city council, either:
- (1) Upon its own motion; or
  - (2) Upon recommendation of the Founders Day ~~Commission~~Committee chairperson and one other Founders Day ~~Commission~~Committee member.
- (h) Members of the ~~commission~~committee may be removed from office by a vote of a simple majority of the total members of the ~~commission~~committee if the ~~commission~~committee finds that the member is not compliant with the criteria for its members as adopted as described above. If a member is removed by the ~~commission~~committee, the ~~commission~~committee shall notify the city council of the removal and provide city council with a written statement with the reasoning for removal within ten days of the vote of removal. The removed member may appeal the removal to city council in writing within ten days of removal. The city council shall review the appeal within 30 days at a city council meeting. The city council shall consider the approved criteria, the written statement of the ~~commission~~committee, and any information provided by the removed member. The city council shall provide notice of the appeal to the chairperson of the ~~commission~~committee.

The city council's decision on removal is final. Vacancies created shall be filled as provided by this chapter.

- (i) A committee member may resign by notifying the city secretary in writing of their intent to resign. A failure to attend three or more sequential committee meetings without approval from the chairperson will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.

**~~Sec. 2.04.094. Organization and meetings.~~**

- ~~(a) The commission shall meet for organization immediately after appointment of its members and shall adopt such rules as it deems best to govern its actions subject to the general laws of this state, this division and other city ordinances.~~
- (b) A quorum shall consist of a simple majority of the members, including the chairperson. The chairperson shall have a vote only in the case of a tie vote by the ~~commission~~committee members. If no quorum exists, the chairperson may cancel the meeting.
- (c) Meetings of the ~~commission~~committee shall be held as follows and may be rescheduled or cancelled by ~~vote of the Commission~~the chairperson or vice-chairperson upon notice to the committee members and city secretary:
  - (1) January—May: Second and Fourth Monday of each month; and
  - (2) October—December: Second Monday of each month.
- (d) Meetings may also be called by the chairperson, at the request of two or more of the ~~commission's~~committee's members, or at the request of the council.
- (e) ~~Commission~~Committee members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the ~~commission~~committee absent for three regular consecutive meetings or four regular meetings during the preceding twelve-month period of the ~~commission~~committee, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have vacated his or her office.
- (f) Meetings shall be generally open to the public ~~as required by the laws of the state and comply with the~~, but not subject to the Open Meetings Act as an advisory committee. All documents created by or on behalf of the Founders Day Committee shall be city documents which are subject to the city's records retention schedules and the Texas Public Information Act as set forth in chapter ~~551 of~~552 of the Texas Government Code, as amended. ~~The commission may vote to cancel or reschedule any meeting at an open meeting if deemed appropriate by the commission.~~

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**Sec. 2.04.095. ~~Functions and duties~~ Authority and Responsibilities.**

- (a) The ~~commission~~committee shall act in an advisory capacity to the city council to plan, promote, arrange and organize Founders Day while complying with all applicable regulations.
- (b) It shall be the duty of the ~~commission to make recommendations to~~committee, operating under the oversight of the city council, to manage planning and operation of the festival pertaining to:
  - (1) The ~~maximum~~ utilization of the city parks, streets, and rights-of-way, as well as private property to which a use agreement applies, within the designated boundaries of the Festival, to facilitate the safe and orderly operation of Founders Day;
  - (2) The proper and timely compliance with all applicable regulations, including but not limited to the regulations established by the state department of transportation, the county sheriff's department, and all city regulations;
  - (3) The coordination of Founders Day events with the District, the Dripping Springs Lions Club, the Dripping Springs Cookoff Club, St. Martin de Porres Church, city, ~~and~~ other local charitable entities, and vendors;
  - (4) ~~The establishment of a financial book and records which shall include a monthly report, the recommendation to city council or city administrator, as applicable, with respect to :~~
    - (i) an annual operating budget;
    - (ii) changes to the previous year's festival site footprint;
    - (iii) approval of the sale of alcohol;
    - (iv) road closures necessary for the festival;
    - (v) agreements governing the use of private property; and
    - (vi) any other special circumstance in respect of which the committee requires direction from the City.
  - (5) Solicit and a year-end fiscal statement as of July 1st; obtain sponsors for the festival, including establishing various sponsorship levels and incentives.
  - ~~(5)~~ (6) The establishment of all fees and charges necessary to operate Founders Day;-
  - (7) Solicit and obtain bids or quotes for services for various vendors necessary for the operation of the festival.
  - ~~(6)~~ (8) The preparation of all necessary applications for compliance with any necessary regulatory agencies, including but not limited to the state department of transportation, the county sheriff's department, and the city;
  - ~~(7)~~ (9) The scheduling of events and entertainment associated with Founders Day; and
  - ~~(8)~~ (10) The improvement and safe operation of the Founders Day celebration.



- (c) The ~~commission~~committee shall at all times seek to promote the close cooperation between the city, the district, the state department of transportation, the county sheriff's department and all private citizens, institutions and agencies interested in the planning, promotion, arranging, and organization of Founders Day activities to the end that Founders Day may be coordinated to secure the greatest public welfare.

**Sec. 2.04.097. Support.**

- (a) City staff will provide logistical support to the committee and its subcommittees, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support.
- (b) City departments, including but not limited to the Emergency Management Department, Parks & Community Services Department, and Public Works Department will provide logistical and operations support during the festival in coordination with the committee.
- (c) The city website will provide a page via the staff liaison upon which the committee may post:
- (1) Meeting information;
  - (2) Agendas and minutes; and
  - (3) Resource materials, if any.

**Secs. 2.04.~~096~~098—2.04.120. Reserved.**

# Fee Schedule change proposal

Shane Pevehouse, Building Official



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Texas

# BOTTOM LINE UP FRONT

**Of the cities queried, CODS averages 23.84% less per permit.**

- Buda collects 37.89% more for a 2,000 square foot home.
- New Braunfels collects 33.67% more for a 3,000 square foot home.
- San Marcos collects 41.11% more for a 4,000 square foot home.

**Residential fees have not been updated since January, 2020.  
Commercial fees have not been updated since February, 2009**

Year	FY22	FY23	FY24
Lost revenue by volume at 23.84%	\$480,419	\$428,324	\$443,572



## Fee Schedule change proposal

# Objective

Propose fee increases to better align with neighboring cities and fully fund the Building Department.

Propose options to better align with neighboring cities and eliminate “guess work” for customers trying to determine fees.

# Evaluation Methodology

Determine neighboring cities’ fees for residential new construction permits using their published fee schedule (fact checked in person). Compare fees for 2,000, 3,000, and 4,000 square foot construction. Evaluate differences in fee schedules – swimming pool, signs, stand alone trades, etc.

As a prospective customer, evaluate difficulty of determining fees based on different schedules.

Identify new fee opportunities based on standard practices.

# Residential Construction Cost Comparison #1

Item 22.

## Dripping Springs

Square footage of new residential project	2,000	3,000	4,000
Base Fee	N/A	N/A	N/A
Permit Fee (\$942 + \$0.35/sqft over 1,500)	1,117	1,467	1,817
Plan Review Fee	Included	Included	Included
Elec	120	120	120
Mech	120	120	120
Plumb	120	120	120
Irrigation	120	120	120
Driveway	100	100	100
CSI	Included	Included	Included
Technology	N/A	N/A	N/A
Inspection Fee	Included	Included	Included
Roof Fee	Included	Included	Included
Foundation Fee	Included	Included	Included
Fence Permit	Included	Included	Included
C/O Fee	Included	Included	Included
	1697	2047	2397

Price per square foot if all fees are included:

\$0.84

\$0.68

\$0.59

## Buda

Square footage of new residential project	2,000	3,000	4,000
Base Fee	500	500	500
Permit Fee (\$0.25/sqft)	500	750	1,000
Plan Review Fee (Flat Fee \$.25/sqft)	500	750	1,000
Elec	150	150	150
Mech	150	150	150
Plumb	150	150	150
Irrigation	150	150	150
Driveway	Included	Included	Included
CSI	Included	Included	Included
Technology (\$20 per permit)	20	20	20
Inspection Fee	Included	Included	Included
Roof Fee	Included	Included	Included
Foundation Fee	100	100	100
Fence Permit	Included	Included	Included
C/O Fee	250	250	250
	2470	2970	3470

Price per square foot if all fees are included:

\$1.24

\$0.99

\$0.86

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# Residential Construction Cost Comparison #2

Item 22.

## Dripping Springs

Square footage of new residential project	2,000	3,000	4,000
Base Fee	N/A	N/A	N/A
Permit Fee (\$942 + \$0.35/sqft over 1,500)	1,117	1,467	1,817
Plan Review Fee	Included	Included	Included
Elec	120	120	120
Mech	120	120	120
Plumb	120	120	120
Irrigation	120	120	120
Driveway	100	100	100
CSI	Included	Included	Included
Technology	N/A	N/A	N/A
Inspection Fee	Included	Included	Included
Roof Fee	Included	Included	Included
Foundation Fee	Included	Included	Included
Fence Permit	Included	Included	Included
C/O Fee	Included	Included	Included
	1697	2047	2397

Price per square foot if all fees are included:

\$0.84

\$0.68

\$0.59

## Kyle

Square footage of new residential project	2,000	3,000	4,000
Base Fee	500	500	500
Permit Fee (Flat Fee \$.25/sqft)	500	750	1,000
Plan Review Fee	75	75	75
Elec	Included	Included	Included
Mech	Included	Included	Included
Plumb	Included	Included	Included
Irrigation	150	150	150
Driveway	Included	Included	Included
CSI	Included	Included	Included
Technology	Included	Included	Included
Inspection Fee (\$75.25 x 10 inspections)	752.5	752.5	752.5
Roof Fee (\$.07/sqft)	Included	Included	Included
Foundation Fee (\$.15/sqft)	Included	Included	Included
Fence Permit	Included	Included	Included
C/O Fee	Included	Included	Included
	1977.5	2227.5	2477.5

Price per square foot if all fees are included:

\$0.98

\$0.75

\$0.62



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# Residential Construction Cost Comparison

Item 22.

## Dripping Springs

Square footage of new residential project	2,000	3,000	4,000
Base Fee	N/A	N/A	N/A
Permit Fee (\$942 + \$0.35/sqft over 1,500)	1,117	1,467	1,817
Plan Review Fee	Included	Included	Included
Elec	120	120	120
Mech	120	120	120
Plumb	120	120	120
Irrigation	120	120	120
Driveway	100	100	100
CSI	Included	Included	Included
Technology	N/A	N/A	N/A
Inspection Fee	Included	Included	Included
Roof Fee	Included	Included	Included
Foundation Fee	Included	Included	Included
Fence Permit	Included	Included	Included
C/O Fee	Included	Included	Included
	1697	2047	2397
Price per square foot if all fees are included:	\$0.84	\$0.68	\$0.59

## New Braunfels

Square footage of new residential project	2,000	3,000	4,000
Base Fee	50	50	50
Permit Fee (Flat fee \$.50/sqft)	1,000	1,500	2,000
Plan Review Fee (Flat Fee 25% of Permit Fee)	250	375	500
Elec	Included	Included	Included
Mech	Included	Included	Included
Plumb	Included	Included	Included
Irrigation	50	50	50
Driveway (\$0.25/square foot)	187.5	187.5	187.5
CSI	Included	Included	Included
Technology (3% of Plan Review Fee)	7.5	11.25	15
Inspection Fee (\$35)	Included	Included	Included
Roof Fee	Included	Included	Included
Foundation Fee	Included	Included	Included
Fence Permit	Included	Included	Included
C/O Fee	Included	Included	Included
	1545	2173.75	2802.5
Price per square foot if all fees are included:	\$0.78	\$0.73	\$0.70



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# Residential Construction Cost Comparison Item 22.

## Dripping Springs

Square footage of new residential project	2,000	3,000	4,000
Base Fee	N/A	N/A	N/A
Permit Fee (\$942 + \$0.35/sqft over 1,500)	1,117	1,467	1,817
Plan Review Fee	Included	Included	Included
Elec	120	120	120
Mech	120	120	120
Plumb	120	120	120
Irrigation	120	120	120
Driveway	100	100	100
CSI	Included	Included	Included
Technology	N/A	N/A	N/A
Inspection Fee	Included	Included	Included
Roof Fee	Included	Included	Included
Foundation Fee	Included	Included	Included
Fence Permit	Included	Included	Included
C/O Fee	Included	Included	Included
	1697	2047	2397
Price per square foot if all fees are included:	\$0.84	\$0.68	\$0.59

## San Marcos

Square footage of new residential project	2,000	3,000	4,000
Base Fee	Included	Included	Included
Permit Fee (Flat Fee \$.60/sqft)	1,200	1,800	2,400
Plan Review Fee	Included	Included	Included
Elec	60	60	60
Mech	60	60	60
Plumb	60	60	60
Irrigation	100	100	100
Driveway	Included	Included	Included
CSI	Included	Included	Included
Technology	15	15	15
Inspection Fee	Included	Included	Included
Roof Fee	Included	Included	Included
Foundation Fee (\$.15/sqft)	300	450	600
Fence Permit	Included	Included	Included
C/O Fee	100	100	100
	1895	2645	3395
Price per square foot if all fees are included:	\$0.94	\$0.82	\$0.85



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Texas



## Fee Schedule change proposal

# Observed Trends

1. Fees as a percentage of square footage being adopted in favor of bracketed fees, which we currently use.
2.  $\frac{3}{4}$  of cities use a “Base Fee” model, which still requires adding all associated fees – trades, irrigation, driveway, technology, etc.
3. Plan Review Fees are incorporated into the Flat Fee or are a percentage of the Permit Fee.
4. Technology Fees are added to cover software costs.
5.  $\frac{1}{2}$  of cities charge for trade permits on new construction permits, the other half include them in the Permit Fee.
6.  $\frac{1}{2}$  of cities charge a Certificate of Occupancy Fee.
7. Modifying approved plans requires paying an additional Plan Review Fee.
8. One fee to cover all costs reduces the appearance of price stacking – proposed fee structure includes plan review, driveway, foundation, roof, technology, fence, C/O, etc. as one price based on square footage.



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# Proposal 1: All inclusive @ \$.92/sqft

Item 22.

Square footage of new residential project		2,000		3,000		4,000
Base Fee						
Permit Fee (\$.92 per square foot - conditioned)		1,840		2,760		3,680
Plan Review Fee		Included		Included		Included
Elec		Included		Included		Included
Mech		Included		Included		Included
Plumb		Included		Included		Included
Irrigation		Included		Included		Included
Driveway		Included		Included		Included
CSI		Included		Included		Included
Technology		Included		Included		Included
Inspection Fee (\$100)						
Certificate of Occupancy Fee		Included		Included		Included
Proposed fees		1840		2760		3680
Current fees		1697		2047		2397
Difference between current and proposed fees		143		713		1283
Cost per square foot difference		\$0.08/sq ft		\$0.24/sq ft		\$0.33/sq ft
Percentage increase over CoDS current fees:		8.43%		34.83%		53.53%
Buda		2470		2970		3470
Kyle		1978		2228		2478
New Braunfels		1545		2174		2803
San Marcos		1895		2645		3395



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# Proposal 2: All inclusive @ \$.85/sqft

Item 22.

Square footage of new residential project		2,000		3,000		4,000
Base Fee						
Permit Fee (\$.85 per square foot - conditioned)		1,700		2,550		3,400
Plan Review Fee		Included		Included		Included
Elec		Included		Included		Included
Mech		Included		Included		Included
Plumb		Included		Included		Included
Irrigation		Included		Included		Included
Driveway		Included		Included		Included
CSI		Included		Included		Included
Technology		Included		Included		Included
Inspection Fee (\$100)						
Certificate of Occupancy Fee		Included		Included		Included
Proposed fees		1700		2550		3400
Current fees		1697		2047		2397
Difference between current and proposed fees		3		503		1003
Cost per square foot difference		\$0.01/sq ft		\$0.17/sq ft		\$0.26/sq ft
Percentage increase over CoDS current fees:		0.18%		24.57%		41.84%
Buda		2470		2970		3470
Kyle		1978		2228		2478
New Braunfels		1545		2174		2803
San Marcos		1895		2645		3395



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# Fee Schedule change proposal

## Proposal 3: Cost plus @ \$.55/sqft

Item 22.

Square footage of new residential project		2,000	3,000	4,000
Base Fee				
Permit fee (\$ .55 per square foot - conditioned)		1,100	1,650	2,200
Plan Review Fee (15% of permit fee, NTE \$2,500)		165	248	330
Elec (5% of square footage)		100	150	200
Mech (5% of square footage)		100	150	200
Plumb (5% of square footage)		100	150	200
Irrigation (x1 inspection fee)		100	100	100
Driveway (x1 inspection fee)		100	100	100
CSI (x1 inspection fee)		100	100	100
Technology (\$12/permit)		12	12	12
Inspection Fee (\$100)				
Certificate of Occupancy Fee	Included		Included	Included
Proposed fees		1877	2660	3442
Current fees		1697	2047	2397
Difference between current and proposed fees		180	613	1036
Cost per square foot difference		\$0.09/sq ft	\$0.20/sq ft	\$0.26/sq ft
Percentage increase over CoDS current fees:		10.61%	29.92%	43.06%
Buda		2470	2970	3470
Kyle		1978	2228	2478
New Braunfels		1545	2174	2803
San Marcos		1895	2645	3395



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# Impacts of All inclusive fees

1. Makes forecasting permit costs easy for customers.
2. Reduces admin time required to calculate fees.
3. Reduces data entry errors.
4. Decreases customer wait times.
5. Administratively easier to manage in MGO.
6. Easier to amend annually as a percentage increase based on federal reporting of Cost of Living, ICC valuation table increases, or another metric.
7. Changes better align permit fees to costs.



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# Impacts of Cost plus

1. Makes determining permit fees more difficult than all inclusive; same as current model.
2. Administratively the same to manage in MGO as current model.
3. Cost plus is not easier to amend annually.
4. Changes better align permit fees to costs.



# Fee Schedule change proposal

## City costs for permitting

Description	Costs
<b>Direct</b>	
Permitting Software	\$1,600/month
Tracers Investigative Software	\$100/month
Bluebeam Software	\$40/month
Administrative time for permit processing (2-4 hours for the life of the permit, including email and phone call support)	\$65-\$425
Plan Review (Building (3rd party), Planning, Lighting, Fire, Environmental Health)	\$170-\$700
Field Inspections (Building (3rd party and in-house), Lighting, Fire, Environmental Health, Public Works, Landscape, Exterior Architecture)	\$800-\$2,700
<b>Indirect</b>	
Facilities and Utilities	
Supporting Staff (City Administrators, Legal Department, Human Resources, Finance, City Secretary, City Engineer, IT, People and Comms, Administrative Assistant/Receptionist, Code Enforcement, Public Works)	
Vehicles (acquisition, fuel, preventive and corrective maintenance, equipment)	
Inspection Equipment (tablets, markers, flashlights, bore scopes, tool bag w/tools, ladders, etc.)	
Training and Education to maintain a certified, professional, and knowledgeable staff	
Clothing	
Salaries and Benefits	
IT Equipment and Software (laptops and peripherals, desk phones, cell phones, Microsoft Office, Adobe Pro, Ring Central, City Website host)	



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# Residential Fee schedule

Item 22.

Dept	Residential	FY 2025	FY 2026
<b>Building</b>	Single-family Residential Permit	Varies	\$0.92/ft2
<b>Building</b>	Mobile/Modular Home Permit	\$450	\$0.50/ft2
<b>Building</b>	Construction Trailer Permit	N/A	\$0.50/ft2
<b>Building</b>	Addition/Alteration/Remodel	\$120	\$0.50/ft2
<b>Building</b>	Accessory Building	\$192	\$0.50/ft2
<b>Building</b>	Additional Dwelling	Varies	\$0.92/ft2
<b>Building</b>	Stand Alone Trade Permit	\$120	\$200
<b>Building</b>	Inspection Fee (for inspections not covered by the Residential Permit Fee)	\$100	\$100
<b>Building</b>	After Hours Inspection Fee	N/A	\$200
<b>Building</b>	Remote Virtual Inspection Fee	N/A	\$100
<b>Building</b>	Reinspection Fee	Varies	\$150
<b>Building</b>	Expired Permit Renewal Fee (Site visit inspection and plan review)	Varies	\$250
<b>Building</b>	Pre-Construction Meeting (only upon request and limited to 1 hour max)	N/A	\$180/hour
<b>Building</b>	Swimming Pool Permit	\$450	\$450
<b>Building</b>	Swimming Pool Review (for pools not requiring building review with certain Development Agreements)	\$75	\$100
<b>Building</b>	Plan reviews requiring more than 3 rounds of comments (\$50/additional review)	N/A	\$50





# Fee Schedule change proposal

## Residential Fee schedule

Item 22.

Dept	Residential	FY 2025	FY 2026
<b>Building</b>	Plan Review \$95/hour	N/A	\$95
<b>Building</b>	Plan Revision for Approved Permit (\$50/additional review)	N/A	\$50
<b>Building</b>	Unauthorized Occupancy	\$750	\$2,000
<b>Building</b>	Waiver/Variance	\$500	\$500
<b>Building</b>	Demolition Permit	\$100	\$250
<b>Building</b>	On Site Sewage Facility Permit	Varies	\$600
<b>Building</b>	Child/Adult Care Sanitation Permit (renewed annually)	\$200	\$300
<b>Building</b>	Double permit fees for project started without a permit	Varies	Varies
<b>Building</b>	<del>On Site Sewage Facility Certification fee</del>	<del>\$200</del>	
<b>Building</b>	<del>On Site Sewage Facility Standard</del>	<del>\$575</del>	
<b>Building</b>	<del>On Site Sewage Facility Engineered</del>	<del>\$625</del>	
<b>Building</b>	<del>Amendment/Engineer adjustment to On Site Sewage Facility permit</del>	<del>\$250</del>	
<b>Building</b>	<del>Single family residential 1 – 1,500 ft2</del>	<del>\$942</del>	
<b>Building</b>	<del>Single family residential 1,500 – 10,000 ft2 \$942.00 for the first 1,500 ft2 plus \$0.35 for each additional ft2</del>	<del>\$942.00 +</del>	
<b>Building</b>	<del>Single family residential over 10,000 ft2 \$3,760 for the first 10,000 plus \$0.15 for each additional ft2</del>	<del>\$3,760.00 +</del>	
<b>Building</b>	Replacement permit	\$25	
<b>Building</b>	Trade Registration	\$100	



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# Commercial Construction Cost Comparison

Item 22.

City	Commercial Construction Fee
Buda (Cost Plus)	\$500.00 + \$0.35 per square foot
New Braunfels (Cost Plus)	\$0-\$50,000 - \$50 + \$6.00/\$1,000 or fraction thereof \$50,000-\$500,000 - \$350 + \$5.00/\$1,000 or fraction thereof \$500,000 and above - \$2,600 + \$4.00/\$1,000 of fraction thereof
Kyle (Cost Plus)	\$1,000 + \$.0.35 per square foot (+\$10 per unit if applicable)
San Marcos (Cost Plus)	\$0.75 per square foot



# Fee Schedule change proposal

## Commercial Fee proposed increase

### Current Fee Schedule

Commercial and Multi-Family	FY 2025
\$1.00 - \$10,000 valuation	\$160
\$10,000.01 - \$25,000.00 valuation (\$200+ \$16.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00)	Varies
\$25,000.01 - \$50,000.00 valuation (\$450+ \$12.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00)	Varies
\$50,000.01 - \$100,000 valuation (\$725+ \$8.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00)	Varies
\$100,000.01 - \$500,000.00 valuation (\$1,100+ \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00)	Varies
\$500,000.01 - \$1,000,000.00 valuation (\$3,525+ \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00)	Varies
Valuation more than \$1,000,000.00 (\$6,125+ \$4.00 for each additional \$1,000.00, or fraction thereof \$1,000,000.00)	Varies

### Proposed Fee Schedule

Commercial and Multi-Family	FY 2025	FY 2026
\$1.00 - \$10,000 valuation	\$160	<b>\$200</b>
\$10,000.01 - \$25,000.00 valuation (\$200+ <b>\$17.00</b> for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00)	Varies	Varies
\$25,000.01 - \$50,000.00 valuation ( <b>\$455+ \$13.00</b> for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00)	Varies	Varies
\$50,000.01 - \$100,000 valuation ( <b>\$780+ \$9.00</b> for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00)	Varies	Varies
\$100,000.01 - \$500,000.00 valuation ( <b>\$1,230+ \$8.00</b> for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00)	Varies	Varies
\$500,000.01 - \$1,000,000.00 valuation ( <b>\$4,430+ \$7.00</b> for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00)	Varies	Varies
Valuation more than \$1,000,000.01 ( <b>\$7,930+ \$5.00</b> for each additional \$1,000.00, or fraction thereof )	Varies	Varies



# Fee Schedule change proposal

## Building Valuation Data Table

Item 22.

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	337.41	325.40	315.80	303.35	283.46	275.24	292.98	264.14	254.04
A-1 Assembly, theaters, without stage	309.77	297.76	288.16	275.71	256.07	247.85	265.35	236.75	226.65
A-2 Assembly, nightclubs	269.42	261.52	253.31	243.65	228.21	222.01	235.29	207.53	199.66
A-2 Assembly, restaurants, bars, banquet halls	268.42	260.52	251.31	242.65	226.21	221.01	234.29	205.53	198.66
A-3 Assembly, churches	314.40	302.40	292.80	280.35	260.82	252.61	269.98	241.51	231.40
A-3 Assembly, general, community halls, libraries, museums	264.03	252.03	241.42	229.98	209.33	202.12	219.61	190.01	180.91
A-4 Assembly, arenas	308.77	296.76	286.16	274.71	254.07	246.85	264.35	234.75	225.65
B Business	298.43	287.83	277.50	265.76	242.70	234.06	255.55	216.90	206.96
E Educational	282.06	272.26	263.65	252.74	235.87	223.82	244.04	206.65	200.02
F-1 Factory and industrial, moderate hazard	164.17	156.25	146.41	140.89	125.45	119.36	134.33	104.02	96.87
F-2 Factory and industrial, low hazard	163.17	155.25	146.41	139.89	125.45	118.36	133.33	104.02	95.87
H-1 High Hazard, explosives	153.17	145.25	136.41	129.89	115.76	108.67	123.33	94.33	N.P.
H234 High Hazard	153.17	145.25	136.41	129.89	115.76	108.67	123.33	94.33	86.17
H-5 HPM	298.43	287.83	277.50	265.76	242.70	234.06	255.55	216.90	206.96
I-1 Institutional, supervised environment	274.98	265.13	255.66	246.00	225.17	219.12	245.49	202.80	195.56
I-2 Institutional, hospitals	469.18	458.58	448.25	436.51	411.45	N.P.	426.30	385.65	N.P.
I-2 Institutional, nursing homes	323.68	313.08	302.75	291.01	269.45	N.P.	280.80	243.65	N.P.
I-3 Institutional, restrained	314.93	304.33	294.00	282.26	261.70	252.06	272.05	255.55	223.96
I-4 Institutional, day care facilities	274.98	265.13	255.66	246.00	225.17	219.12	245.49	202.80	195.56
M Mercantile	201.08	193.18	183.97	175.31	159.52	154.32	166.95	138.84	131.97
R-1 Residential, hotels	278.14	268.29	258.82	249.16	227.83	221.78	248.64	205.46	198.22
R-2 Residential, multiple family	232.26	222.41	212.94	203.28	183.19	177.15	202.77	160.82	153.58
R-3 Residential, one- and two-family <sup>d</sup>	215.90	210.16	205.11	200.73	194.02	187.11	204.78	180.41	169.09
R-4 Residential, care/assisted living facilities	274.98	265.13	255.66	246.00	225.17	219.12	245.49	202.80	195.56
S-1 Storage, moderate hazard	152.17	144.25	134.41	128.89	113.76	107.67	122.33	92.33	85.17
S-2 Storage, low hazard	151.17	143.25	134.41	127.89	113.76	106.67	121.33	92.33	84.17
U Utility, miscellaneous	117.65	110.72	103.00	98.58	87.79	82.02	93.83	69.49	66.20



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## Fee Schedule change proposal

# Valuation vs. Square Footage

1. Bracketed fees based on the valuation determined by the International Code Council Building Valuation Data (current model) assesses construction costs based on different Occupancy Groups and Construction Types.
2. Construction types are used to distinguish the complexity of construction and materials used.
3. Occupancy Groups Rates vary based on complexity and design -
  - An Unprotected Wood Frame Storage Building is \$84 per square foot
  - A Fire Resistant Non-combustible Theater is \$337 per square foot
4. Permit Techs use the reported square footage to determine the valuation of the project. The Permit Fee is set using that value and the Commercial and Multi-Family Construction Building Permit Fees Table in the Ordinance.
5. Cost per square foot can result in significantly over or under charging for a permit.
6. Over charging will deter new construction.
7. Under charging doesn't cover City costs.

# Commercial Fee comparison

## Storage Unit

## Multi-Family

Project Cost	Project Square Footage	Permit Fee
\$21,623,000	145,654	\$88,621

Buda - \$51,478
New Braunfels - \$89,092
Kyle - \$51,978
San Marcos - \$109,240
CoDS proposed - \$111,045
CoDS fee as price per square foot:
Current - \$0.61/ft2
Proposed - \$0.76/ft2

Project Cost	Project Square Footage	Permit Fee
\$44,500,000	260,000	\$180,325

Buda - \$91,500
New Braunfels - \$180,600
Kyle - \$93,610
San Marcos - \$195,000
CoDS proposed - \$225,430
CoDS fee as price per square foot:
Current - \$0.69/ft2
Proposed - \$0.87/ft2



# Fee Schedule change proposal

## Commercial Fee schedule

Dept	Commercial and Multi-Family	FY 2025	FY 2026
<b>Building</b>	Building Permit Fee - per ICC Building Valuation Data Table and fees below		
<b>Building</b>	\$1.00 - \$10,000 valuation	\$160	\$200
<b>Building</b>	\$10,000.01 - \$25,000.00 valuation (\$200+ \$17.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00)	Varies	Varies
<b>Building</b>	\$25,000.01 - \$50,000.00 valuation (\$455+ \$13.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00)	Varies	Varies
<b>Building</b>	\$50,000.01 - \$100,000 valuation (\$780+ \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00)	Varies	Varies
<b>Building</b>	\$100,000.01 - \$500,000.00 valuation (\$1,230+ \$8.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00)	Varies	Varies
<b>Building</b>	\$500,000.01 - \$1,000,000.00 valuation (\$4,430+ \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00)	Varies	Varies
<b>Building</b>	Valuation more than \$1,000,000.00 (\$7,930+ \$5.00 for each additional \$1,000.00, or fraction thereof)	Varies	Varies
<b>Building</b>	Construction Trailer/Modular Building Permit	Varies	\$0.50/ft2
<b>Building</b>	Stand Alone Trade Permit	\$120	\$250
<b>Building</b>	Inspection Fee (for inspections not covered by the Commercial Permit Fee)	N/A	\$200
<b>Building</b>	After Hours Inspection Fee	N/A	\$300
<b>Building</b>	Remote Virtual Inspection Fee	N/A	\$150



# Fee Schedule change proposal

## Commercial Fee schedule

Dept	Commercial and Multi-Family	FY 2025	FY 2026
<b>Building</b>	Reinspection Fee	Varies	\$250
<b>Building</b>	Expired Permit Renewal (Site visit inspection and plan review)	Varies	\$500
<b>Building</b>	Pre-Construction Meeting (only upon request and limited to 1 hour max)	\$180/hour	\$180/hour
<b>Building</b>	Swimming Pool Annual Inspection	\$240	\$240
<b>Building</b>	Plan Review requiring more than 3 rounds of comments (\$100/additional review)	N/A	\$100
<b>Building</b>	Plan Revisions (\$100/additional review)	N/A	\$100
<b>Building</b>	Unauthorized Occupancy	\$750	\$2,000
<b>Building</b>	Outdoor Lighting Review	N/A	\$110/hour
<b>Building</b>	Outdoor Lighting Inspection	N/A	\$110/hour
<b>Building</b>	Waiver/Variance	\$500	\$500
<b>Building</b>	Demolition Permit	\$200	\$400
<b>Building</b>	On Site Sewage Facility Permit	\$800	\$1,250
<b>Building</b>	Food Establishment Permit (renewed annually)	Varies	\$450
<b>Building</b>	Food Establishment Compliance Inspection Fee	\$200	\$200
<b>Building</b>	Mobile Food Unit Permit (restricted and unrestricted)	\$200	\$200
<b>Building</b>	Change of Name/Ownership	\$100	\$100
<b>Building</b>	Temp Food Event (fee per day)	\$30	\$30
<b>Building</b>	Child/Adult Care, Church, School Establishment Permit (renewed annually)	Varies	\$300





# Fee Schedule change proposal

## Commercial Fee schedule

Item 22.

Dept	Commercial and Multi-Family	FY 2025	FY 2026
Building	Double permit fees for project started without a permit	Varies	Varies
Building	Establishment Permit and Inspection late fee (every 30 days past due)	\$50	
Building	Replacement permit	\$25	
Building	Swimming Pool annual inspection (more than one reinspection)	\$120/hour	
Building	Swimming Pool design and consultation services	\$120/hour	
Building	Swimming Pool annual inspection (complaint or investigation)	\$60	
Building	On Site Sewage Facility Standard	\$575	
Building	On Site Sewage Facility Engineered	\$625	
Building	On Site Sewage Facility reinspection fee	\$200	
Building	On Site Sewage Facility Certification fee	\$200	
Building	Amendment/Engineer adjustment to On Site Sewage Facility permit	\$450	
Building	Food Establishment permit 1-15 employees	\$350	
Building	Food Establishment permit 16-30 employees	\$350	
Building	Food Establishment permit 31 or more employees	\$435	
Building	Child/Adult Care, Church, School Establishment Inspection 13-40 Children	\$200	
Building	Child/Adult Care, Church, School Establishment Inspection 41-100 Children	\$300	
Building	Child/Adult Care, Church, School Establishment Inspection 101 or more Children	\$350	



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# Commercial Fee schedule

Item 22.

Dept	Commercial and Multi-Family	FY 2025	FY 2026
Building	<del>Child/Adult Care, Church, School Establishment Inspection 41-100 Children with food prep</del>	\$500	
Building	<del>Child/Adult Care, Church, School Establishment Inspection 101 or more Children with food prep</del>	\$550	
Building	<del>Child/Adult Care Sanitation Inspection (fewer than 13 children/adults)</del>	\$200	
Building	<del>Establishment Plan Review (includes 2 inspections)</del>	\$400	
Building	<del>Establishment Plan Review (each reinspection)</del>	\$200	
Building	<del>Permit reinstatement after suspension</del>	\$200	
Building	<del>Trade Registration</del>	\$100	



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# Fee Schedule change proposal

## Sign Fee schedule

Item 22.

Dept	Signs	FY 2025	FY 2026
<b>Building</b>	Real Estate Sign (12-month permit; requires annual renewal)	\$50	\$150
<b>Building</b>	Real Estate - Individual Lease Units (12-month permit; requires annual renewal)	\$0	\$100
<b>Building</b>	Monument Sign (\$7.50/ft2)	Varies	Varies
<b>Building</b>	Building Sign (Wall, Fence, Awning, Hanging) (\$2.50/ft2)	Varies	Varies
<b>Building</b>	Banner and Temporary Sign	\$25	\$25
<b>Building</b>	Construction Development Sign (12-month permit; requires annual renewal)	\$50	\$150
<b>Building</b>	Restaurant Menu (\$7.50/ft2)	\$225	Varies
<b>Building</b>	Tenant Panel on Multi-unit monument (\$7.50/ft2)	\$50	Varies
<b>Building</b>	Master Sign Plan and Ordinance Review (does not include sign or variance fees)	\$300	\$500
<b>Building</b>	Impounded Sign Recovery Fee	\$25	\$25
<b>Building</b>	Waiver/Variance	\$150	\$500
<b>Building</b>	Plan Review requiring more than 3 rounds of comments (\$50/additional review)	N/A	\$50
<b>Building</b>	Plan Revisions (\$50/additional review)	N/A	\$50
<b>Building</b>	Double permit fees for project started without a permit	Varies	Varies
<b>Building</b>	<del>Real Estate</del>	<del>\$50</del>	
<b>Building</b>	<del>Real Estate - Individual Lease Units</del>	<del>\$0</del>	
<b>Building</b>	<del>Residential Development - Large Monument Identification Sign</del>	<del>\$225</del>	
<b>Building</b>	<del>Residential Development - Small Monument Identification Sign</del>	<del>\$200</del>	



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# Sign Fee schedule

Item 22.

Dept	Signs	FY 2025	FY 2026
Building	Construction Development Sign	\$50	
Building	Home Occupation	\$0	
Building	Residential non-commercial sign	\$0	
Building	Multi-family Residential Complex—Large Monument Sign	\$250	
Building	Multi-family Residential Complex—Small Monument Sign	\$200	
Building	Multi-family Identification Wall Sign	\$150	
Building	Multi-family Identification Hanging Sign	\$50	
Building	Manufactured Home Park Identification Monument Sign	\$250	
Building	Commercial Wall Sign	\$275	
Building	Commercial Hanging Sign	\$50	
Building	Commercial Construction Development Sign	\$50	
Building	Commercial Monument Sign—Individual Business	\$225	
Building	Commercial Awning Sign (as part of a wall sign)	\$50	
Building	Restaurant Menu	\$225	
Building	Wall Sign	\$275	
Building	Monument Identification Sign	\$250	
Building	Single Sign in a Multiunit Project	\$50	
Building	Master Sign Fee	\$100	
Building	Master Sign Plan Ordinance Fee	\$200	



# Staff Recommendation and Next Steps

Item 22.

- Staff recommends adopting the fee schedule as proposed with Residential Permits being assessed at \$0.92/sq ft all inclusive (Proposal #1).
- Staff recommends increasing the commercial new fee by \$1 for each valuation bracket and adjusting base fees to scale properly.
- Staff recommends adopting the new fee schedule format and all other fees as proposed.
- All Departments will present new fees to City Council of July 15, 2025.

*If approved,*

- Proposed changes will be implemented October 1, 2025. Notification will be via:
  - Newspaper announcement
  - Podcast episode
  - Notification on Dripping Springs Website
  - Notification on Building Department Website
  - Notification on MGO generated documents
  - Notifications posted in the lobby at City Hall and Development Services
  - Notification on Building Department Staff email signatures
  - Mass email to all builders and trades

# QUESTIONS?

**City of Dripping Springs, Texas**  
**Schedule of Rates, Fines, Fees, and Charges**  
**Approved Fiscal Year 2025-2026 Budget**

<b>Building (Residential, Commercial and Multi-family, and Signs) Permit Fees</b>				
	<b>Dept</b>	<b>Residential</b>	<b>FY 2025</b>	<b>FY 2026</b>
	<b>Building</b>	Single-family Residential Permit	Varies	\$0.92/ft2
	<b>Building</b>	Mobile/Modular Home Permit	\$450	\$0.50/ft2
	<b>Building</b>	Construction Trailer Permit	N/A	\$0.50/ft2
	<b>Building</b>	Addition/Alteration/Remodel	\$120	\$0.50/ft2
	<b>Building</b>	Accessory Building	\$192	\$0.50/ft2
	<b>Building</b>	Additional Dwelling	Varies	\$0.92/ft2
	<b>Building</b>	Stand Alone Trade Permit	\$120	\$200
	<b>Building</b>	Inspection Fee (for inspections not covered by the Residential Permit Fee)	\$100	\$100
	<b>Building</b>	After Hours Inspection Fee	N/A	\$200
	<b>Building</b>	Remote Virtual Inspection Fee	N/A	\$100
	<b>Building</b>	Reinspection Fee	Varies	\$150
	<b>Building</b>	Expired Permit Renewal Fee (Site visit inspection and plan review)	Varies	\$250
	<b>Building</b>	Pre-Construction Meeting (only upon request and limited to 1 hour max)	N/A	\$180/hour
	<b>Building</b>	Swimming Pool Permit	\$450	\$450
	<b>Building</b>	Swimming Pool Review (for pools not requiring building review with certain Development Agreements)	\$75	\$100
	<b>Building</b>	Plan reviews requiring more than 3 rounds of comments (\$50/additional review)	N/A	\$50
	<b>Building</b>	Plan Review \$95/hour	N/A	\$95
	<b>Building</b>	Plan Revision for Approved Permit (\$50/additional review)	N/A	\$50
	<b>Building</b>	Unauthorized Occupancy	\$750	\$2,000
	<b>Building</b>	Waiver/Variance	\$500	\$500
	<b>Building</b>	Demolition Permit	\$100	\$250
	<b>Building</b>	On Site Sewage Facility Permit	Varies	\$600
	<b>Building</b>	Child/Adult Care Sanitation Permit (renewed annually)	\$200	\$300
	<b>Building</b>	Double permit fees for project started without a permit	Varies	Varies

	<b>Dept</b>	<b>Commercial and Multi-Family</b>	<b>FY 2025</b>	<b>FY 2026</b>
	<b>Building</b>	Building Permit Fee - per ICC Building Valuation Data Table and fees below		

<b>Building</b>	\$1.00 - \$10,000 valuation	\$160	\$200
<b>Building</b>	\$10,000.01 - \$25,000.00 valuation (\$200+ \$17.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00)	Varies	Varies
<b>Building</b>	\$25,000.01 - \$50,000.00 valuation (\$455+ \$13.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00)	Varies	Varies
<b>Building</b>	\$50,000.01 - \$100,000 valuation (\$780+ \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00)	Varies	Varies
<b>Building</b>	\$100,000.01 - \$500,000.00 valuation (\$1,230+ \$8.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00)	Varies	Varies
<b>Building</b>	\$500,000.01 - \$1,000,000.00 valuation (\$4,430+ \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00)	Varies	Varies
<b>Building</b>	Valuation more than \$1,000,000.00 (\$7,930+ \$5.00 for each additional \$1,000.00, or fraction thereof	Varies	Varies
<b>Building</b>	Construction Trailer/Modular Building Permit	Varies	\$0.50/ft2
<b>Building</b>	Stand Alone Trade Permit	\$120	\$300
<b>Building</b>	Inspection Fee (for inspections not covered by the Commercial Permit Fee)	N/A	\$200
<b>Building</b>	After Hours Inspection Fee	N/A	\$300
<b>Building</b>	Remote Virtual Inspection Fee	N/A	\$150
<b>Building</b>	Reinspection Fee	Varies	\$250
<b>Building</b>	Expired Permit Renewal (Site visit inspection and plan review)	Varies	\$500
<b>Building</b>	Pre-Construction Meeting (only upon request and limited to 1 hour max)	\$180/hour	\$180/hour
<b>Building</b>	Swimming Pool Annual Inspection	\$240	\$240
<b>Building</b>	Plan Review requiring more than 3 rounds of comments (\$100/additional review)	N/A	\$100
<b>Building</b>	Plan Revisions (\$100/additional review)	N/A	\$100
<b>Building</b>	Unauthorized Occupancy	\$750	\$2,000
<b>Building</b>	Outdoor Lighting Review	N/A	\$110/hour
<b>Building</b>	Outdoor Lighting Inspection	N/A	\$110/hour
<b>Building</b>	Waiver/Variance	\$500	\$500
<b>Building</b>	Demolition Permit	\$200	\$400
<b>Building</b>	On Site Sewage Facility Permit	\$800	\$1,250
<b>Building</b>	Food Establishment Permit (renewed annually)	Varies	\$450
<b>Building</b>	Food Establishment Compliance Inspection Fee	\$200	\$200
<b>Building</b>	Mobile Food Unit Permit (restricted and unrestricted)	\$200	\$200
<b>Building</b>	Change of Name/Ownership	\$100	\$100
<b>Building</b>	Temp Food Event (fee per day)	\$30	\$30
<b>Building</b>	Child/Adult Care, Church, School Establishment Permit (renewed annually)	Varies	\$300



<b>Building</b>	Double permit fees for project started without a permit	Varies	Varies
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<b>Dept</b>	<b>Signs</b>	<b>FY 2025</b>	<b>FY 2026</b>
<b>Building</b>	Real Estate Sign (12-month permit; requires annual renewal)	\$50	\$150
<b>Building</b>	Real Estate - Individual Lease Units (12-month permit; requires annual renewal)	\$0	\$100
<b>Building</b>	Monument Sign (\$7.50/ft2)	Varies	Varies
<b>Building</b>	Building Sign (Wall, Fence, Awning, Hanging) (\$2.50/ft2)	Varies	Varies
<b>Building</b>	Banner	\$25	\$25
<b>Building</b>	Construction Development Sign (12-month permit; requires annual renewal)	\$50	\$150
<b>Building</b>	Restaurant Menu (\$7.50/ft2)	\$225	Varies
<b>Building</b>	Tenant Panel on Multi-Unit Monument (\$7.50/ft2)	\$50	Varies
<b>Building</b>	Master Sign Plan and Ordinance Review (does not include sign or variance fees)	\$300	\$500
<b>Building</b>	Impounded Sign Recovery Fee	\$25	\$25
<b>Building</b>	Waiver/Variance	\$150	\$500
<b>Building</b>	Plan Review requiring more than 3 rounds of comments (\$50/additional review)	N/A	\$50
<b>Building</b>	Plan Revisions (\$50/additional review)	N/A	\$50
<b>Building</b>	Double permit fees for project started without a permit	Varies	Varies

### Administrative and General Fees & Charges

Subdivision Projects				
Subdivision Project Name	City Limits / ETJ	Location	Description	Status
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	Approved w/ Conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved w/ 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 on Resubmittal
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting on Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Approved w/ Conditions
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Approved w/ Conditions
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Approved w/ Conditions
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approved w/ Conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting on Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting on Resubmittal
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting on Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Approved w/ Conditions
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting on Resubmittal
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approved w/ Conditions
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approved w/ Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining three lots into one.	Approved w/ Conditions
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting on Resubmittal
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Approved w/ Conditions
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Approved w/ Conditions
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting on Resubmittal
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Approved w/ Conditions
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ	Thurman Roberts Way	13 lots, 10 residential, 2 open space, and 1 private.	Waiting on Resubmittal
SUB2024-021 Village Grove Phase 2A Subdivision	CL	Village Grove Parkway	Infrastructure for 64 single family residential lots on 18.206 acres	Waiting on Resubmittal
SUB2024-024 Heritage Phase 4 Subdivision	CL	Sportsplex Drive	115 single family lots on 31.80 acres	Waiting on Resubmittal
SUB2024-025 Village Grove Phase 3 Subdivision	CL	Village Grove Parkway	115 single family lots on 30.04 acres	Waiting on Resubmittal
SUB2024-028 Off Site Waterline Plans for Luna Roya Subdivision	ETJ	Silver Creek Rd	Waterline infrastructure construction plans.	Waiting on Resubmittal
SUB2024-030 Heritage Phase 3 Final Plat	CL	Sportsplex Drive	164 lot subdivision plat	Waiting on Resubmittal
SUB2024-033 Village Grove Phase 1 Final Plat	CL	Village Grove Parkway	Plat of 1 roadway, 2 water quality ponds, and 1 drainage easement.	Waiting on Resubmittal
SUB2024-034 Village Grove Phase 2A Final Plat	CL	Village Grove Parkway	Final plat for 165 single family lots.	Waiting on Resubmittal
SUB2024-036 Mitchel Property Preliminary Plat	ETJ	Silver Creek Rd	33 residential lots.	Waiting on Resubmittal
SUB2025-001 Village Grove Phase 2B Final Plat	CL	Village Grove Parkway	262 single family residential lots.	Waiting on Resubmittal
SUB2025-002 Lunaroya PH 3 Preliminary Plat	ETJ	13755 Silver Creek Dr	9 single family residential lots.	Waiting on Resubmittal
SUB2025-003 The Replat of Downstream Subdivision Lot 6	ETJ	10730 FM 967	Replat existing residential lot into 3 lots.	Approved
SUB2025-004 Replat of Lot 1 Howard Ranch Commercial	CL	SE Corner RR 12 and FM 150	Create two lots to allow for the FM 150 ROW.	Waiting on Resubmittal
SUB2025-005 Ewald Kubota Minor Plat	ETJ	3981 E US 290	3.9 acre plat	Waiting on Resubmittal
SUB2025-006 Cannon Ranch Phase 3 and 4 Construction Plans	CL	Rushmore Drive at Lone Peak Way	Public roadways, utilities, and storm drainage infrastructure for 156 residential and 3 open space lots.	Waiting on Resubmittal
SUB2025-007 Double L Ranch Reclaimed Water Production Facility and Pump and Haul	ETJ	Northwest of RR 12 and Event Center Dr	Reclaimed water facility	Waiting on Resubmittal
SUB2025-008 Cannon Ranch Phases 3 & 4 Subdivision Final Plat	CL	Rushmore Drive	3 open space lots and 156 40', 45', or 60' residential lots.	Waiting on Resubmittal
SUB2025-009 Wild Ridge Subdivision Wastewater Treatment Plant Final Plat	CL	Goose Island Dr and Lost Maples Dr	0.8873 acre lot	Waiting on Resubmittal
SUB2025-010 Howard Ranch Commercial WW Line	CL	RR 12 and FM 150	Construct Wastewater Service Extension to Howard Ranch Commercial.	Under Review
SUB2025-011 Double L Pod A1, A2, A3 Arterial Preliminary Plat	ETJ	Pecos River Xing	Public infrastructure.	Waiting on Resubmittal
SUB2025-012 Double L Pod A3 Preliminary Plat	ETJ	Pecos River Xing	46 residential units.	Waiting on Resubmittal
SUB2025-013 Double L Pod A1 and A2 Preliminary Plat	ETJ	Pecos River Xing	99 residential units.	Waiting on Resubmittal
SUB2025-014 Village Grove Wastewater Treatment Plant	CL	S Rob Shelton Blvd	WWTP for the Village Grove Development.	Under Review
SUB2025-015 Wild Ridge Wastewater Treatment Plant	CL	Goose Island Drive	Phase one of the temporary WWTP.	Under Review
SUB2025-016 Caliterra Phase 3 Section 10 Amended Plat	ETJ	Caliterra Pkwy at Point Du Hoc	Correct plat to note the streets are private.	Under Review
SUB2025-017 Lunaroya Phase 2 Construction Plans	ETJ	Silver Creek Road	28 single family residential lots (minimum 1.5 acre) with on site sewage, paving, utilities, and open space.	Under Review
Blue cells indicate new submittals.				

Site Development 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.	HOLD
SD2021-0011 Blue Ridge Business Park	CL	26228 RR 12	Extension of previously approved site plan.	Waiting on Resubmittal
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
SD2021-0033 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.	Approved w/ Conditions
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
SD2022-0013 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
SD2022-0018 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
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures.	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.	Approved w/ Conditions
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.	Waiting on Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements.	Waiting on Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting on Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings.	Waiting on Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking.	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site.	Waiting on Resubmittal
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales.	Waiting on Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Waiting on Resubmittal
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting on Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail parts store.	Waiting on Resubmittal
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290	Church campus, with worship center, driveways, parking, detention, and park area.	Waiting on Resubmittal
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Waiting on Resubmittal
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility and associated improvements.	Waiting on Resubmittal
SD2024-013 Cowboy Church of the Hill Country	ETJ	207 Darden Hill Road	Construction of a church building and accompanying site improvements.	Approved w/ Conditions
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Waiting on Resubmittal
SD2024-018 Short Mama's	CL	101 College Street	Existing project addition to include dining area, parking, lawn area, stage, and streetscaping.	Under Review
SD2024-020 Lost Lizard	ETJ	10730 FM 967	Four residential accessory structures and gravel parking.	Waiting on Resubmittal
SD2024-021 Genesis City - Glamping Hotel	ETJ	113 Concorde Circle	One main building with 9 cabins, and parking.	Under Review
SD2024-022 Stephenson Building Addition and Parking Improvements	CL	101 Old Fitzhugh Rd	Phase 1:Stephenson building addition. Phase 2: parking lot improvements.	Approved w/ Conditions
SD2025-001 Lazare Properties	CL	28485 RR 12	Post office, deli express bar/waiting area, and retail space.	Approved
SD2025-002 Ewald Kubota	ETJ	3981 E US 290	Kubota sales and service center with customer and display parking.	Waiting on Resubmittal
SD2025-003 The Ranch at Caliterra Amenity Center	ETJ	Whiskey Barrel Dr.	Office, bathrooms, remodel pavillion out of an existing barn, pool, pickleball courts, and parking.	Waiting on Resubmittal

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2025-005 Big Sky Ranch Drip Field Addition	CL	Sue Peaks, Lost mine Peak, Apache Mt., Davis Mt.	Installation of additional subsurface drip disposal systems.	Waiting on Resubmittal
SD2025-006 AAA Storserv Dripping Springs LLC Phase 2	CL	1300 E US 290	Expansion of developed area including buildings, drives and parking.	Waiting on Resubmittal

<i>Ongoing Projects</i>	
Comprehensive Plan	Multiple Comp Plan Committee meetings to be scheduled May/June
Cannon Mixed-Use	Awaiting Resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	June DAWG meeting to discuss grading, tree preservation, and density.
PDD2023-0003 ATX RR12 Apartments	Awaiting Resubmittal. We are expecting an expansion of this project to include Commercial uses along Village Grove Pkwy

In Administrative Completeness	Filing Date
SD2024-014 Pear Tree Commercial	18-Jun
SUB2024-021 Village Grove Phase 2A Subdivision	18-Jun
SUB2023-0001 Village Grove Phase 2B Townhome Infrastructure	18-Jun